

# 12 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including Balcony, Utility Platform and Verandah (if any)) sq. metre (sq. ft) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)										
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院	
TOWER 1 第1座	3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 32/F 3樓、5樓至12樓、 15樓至23樓及 25樓至32樓	A	53.807 (579) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	46.092 (496) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	30.712 (331) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	46.096 (496) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	30.185 (325) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	49.541 (533) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

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

Remarks:

- The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer; therefore may be slightly different from the area presented in square metres.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties in the Phase.

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

備註:

- 以上以平方呎列出的面積是以1平方米=10.764平方呎換算, 並四捨五入至整數, 因此與以平方米表述之面積可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數住宅物業並無陽台。

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Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院	
TOWER 2 第2座	3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 32/F 3樓、5樓至12樓、 15樓至23樓及 25樓至32樓	A	45.203 (487) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	69.358 (747) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	70.006 (754) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	44.973 (484) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	45.432 (489) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	49.393 (532) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	30.029 (323) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
	3/F & 5/F 3樓及5樓	H	69.819 (752) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
	6/F - 12/F, 15/F - 23/F & 25/F - 32/F 6樓至12樓、15樓至23樓 及25樓至32樓	H	69.609 (749) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
	3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 32/F 3樓、5樓至12樓、 15樓至23樓及25樓至32樓	J	44.538 (479) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

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2. The areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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- There is no verandah in the residential properties in the Phase.

1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台、工作平台及陽台(如有)的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。

2. 構成住宅物業的一部分的範圍內的其他指明項目(如有)的面積(不計算入實用面積), 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

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TOWER 3 第3座	3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 32/F 3樓、5樓至12樓、 15樓至23樓及 25樓至32樓	A	46.055 (496) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	67.408 (726) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	66.810 (719) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	29.952 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	29.913 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	45.529 (490) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	68.420 (736) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		H	64.069 (690) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		J	50.643 (545) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

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TOWER 5 第5座	3/F, 5/F - 12/F & 15/F - 21/F 3樓、5樓至12樓及 15樓至21樓	A	51.683 (556) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	46.347 (499) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	30.889 (332) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	49.876 (537) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	29.678 (319) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	49.410 (532) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

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- 不設4樓、13樓及14樓。
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# 13 FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖



## Legend 圖例

-  Boundary Line of the Development  
發展項目的界線
-  Motor Cycle Parking Space  
電單車停車位
-  Car Parking Space  
住宅停車位
-  Visitors' Car Parking Space  
訪客停車位
-  Visitors' Accessible Car Parking Space  
訪客暢通易達停車位
-  Residential Accessible Car Parking Space  
住宅暢通易達停車位

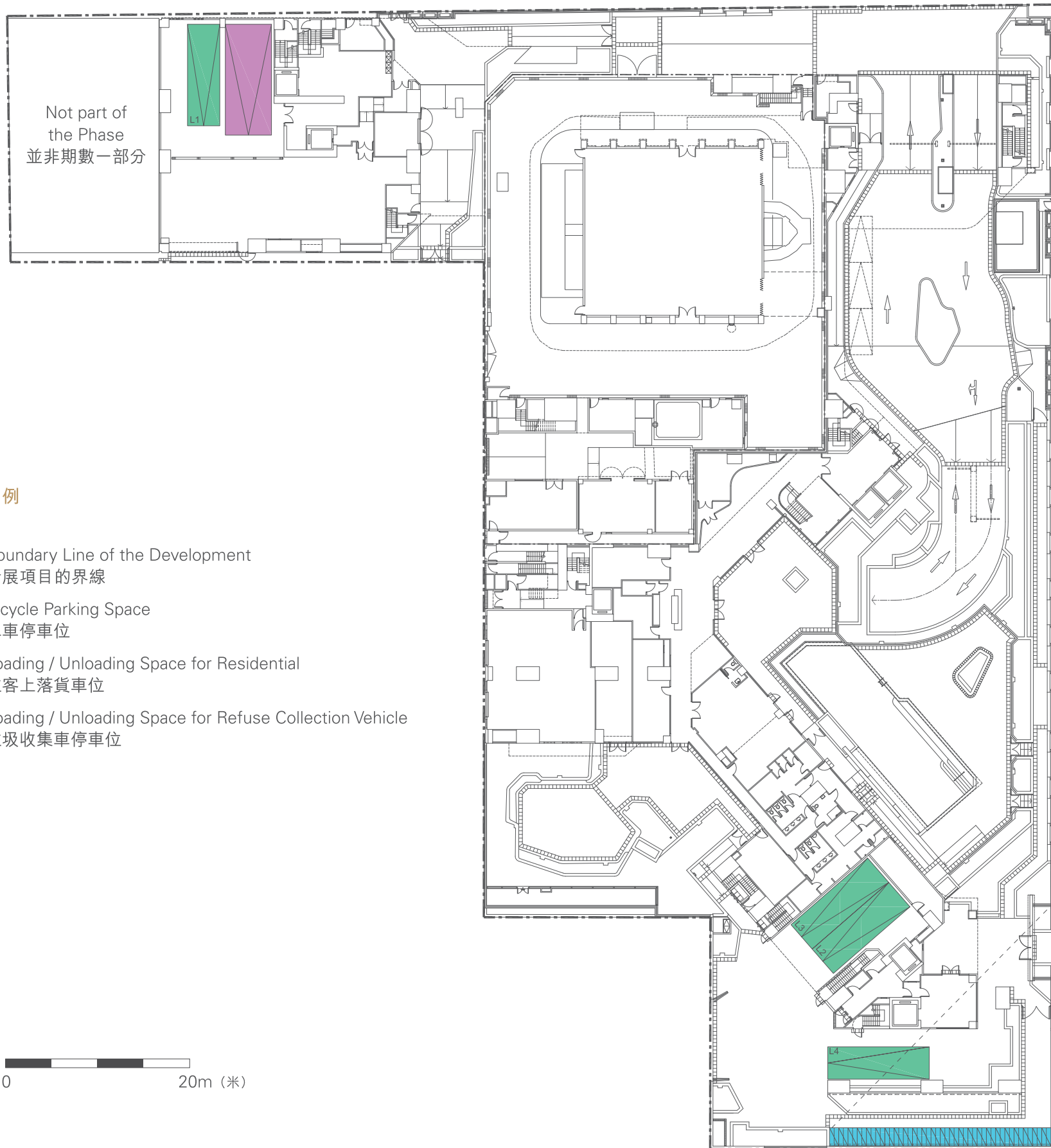
Scale 比例:  0 20m (米)



Basement Floor Plan  
地庫平面圖



# 13 FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖



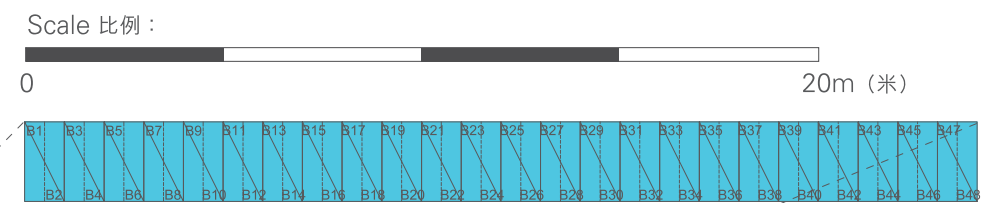
## Legend 圖例

- Boundary Line of the Development  
發展項目的界線
- Bicycle Parking Space  
單車停車位
- Loading / Unloading Space for Residential  
住客上落貨車位
- Loading / Unloading Space for Refuse Collection Vehicle  
垃圾收集車停車位

Scale 比例 : 0 20m (米)

## Ground Floor Plan 地下平面圖

### Part Plan of Bicycle Parking Space 單車停車位部分平面圖



# 13 FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

Categories, Numbers, Dimensions and Area of Parking Spaces of the Phase are as follows:-  
期數停車位的類別、數目、尺寸及面積如下：-

Floor 樓層	Category of Parking Spaces 停車位類別	Parking Space Number 停車位編號	Total Number 數目	Dimensions (Length x Width) (m) 尺寸(長 x 闊)(米)	Area of each parking space (sq. m) 每個停車位面積(平方米)
Basement 地庫	Motor Cycle Parking Space 電單車停車位	M1 - M4	4	2.4 x 1.0	2.4
	Car Parking Space 住宅停車位	P9 - P33, P35 - P38, P41 - P55 & P57 - P69	57	5.0 x 2.5	12.5
	Visitors' Car Parking Space 訪客停車位	P1 - P8 & P34	9	5.0 x 2.5	12.5
	Visitors' Accessible Car Parking Space 暢通易達訪客停車位	P39	1	5.0 x 3.5	17.5
	Residential Accessible Car Parking Space 住宅暢通易達停車位	P40 & P56	2	5.0 x 3.5	17.5
Ground 地下	Bicycle Parking Space 單車停車位	B1 - B48	48	2.0 x 0.5	1
	Loading / Unloading Space for Residential 住宅上落貨車位	L1 - L4	4	11.0 x 3.5	38.5
	Loading / Unloading Space for Refuse Collection Vehicle 垃圾收集車停車位	-	1	12.0 x 5.0	60

# 14 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

## 臨時買賣合約的摘要

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



# 15 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

## A. Summary of the provisions of the draft Deed of Mutual Covenant and Management Agreement (“the DMC”) that deal with the common parts of the Phase

1. **“Car Park Common Areas”** means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and the occupiers and licensees of the Visitors’ Car Parking Spaces and the Residential Accessible Car Parking Spaces including, but not limited to, all accessory areas, circulation passages, vent shaft, pipe ducts, entrances, ramps, driveways, staircases, landings, fan rooms, shuttle lift lobbies and lift lobbies on Basement Floor, extra low voltage room, electric room and EV charging meter room, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.
2. **“Car Park Common Services and Facilities”** means those services and facilities in, on or under the Car Park and which serve the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and the Visitors’ Car Parking Spaces and the Residential Accessible Car Parking Spaces including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers, collection booths and water supply apparatus and the Common EV Facilities.
3. **“Common Areas”** means the Estate Common Areas, the Residential Common Areas, the Car Park Common Areas and those parts of the Development as are designated as common areas in, and more particularly identified on plans to be annexed to, any Sub-Deed of Mutual Covenant or any Deed Poll to be executed by the First Owner pursuant to the DMC but excluding those parts of the Residential Development or the Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit.
4. **“Common EV Facilities”** means all such facilities installed or to be installed within the Car Park Common Areas for the common use and benefit of the Owners of the Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) parking at any of the Car Parking Spaces; such facilities shall not serve any of the Car Parking Spaces exclusively or belong to any of the Owner of the Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.
5. **“Common Services and Facilities”** means the Estate Common Services and Facilities, the Residential Common Services and Facilities, the Car Park Common Services and Facilities and those services and facilities of the Development as are designated as common services and facilities in any Sub-Deed of Mutual Covenant or any Deed Poll to be executed by the First Owner pursuant to the DMC excluding those services and facilities which belong to the Owner of any particular Unit or which serve only any particular Unit.
6. **“Estate Common Areas”** means those parts of the Development which are intended for use by Owners of the Development as a whole and not for the sole benefit of any Owner or group of Owners including, but not limited to, the emergency vehicular access, driveways, run in and out, lay-bys, ramps, footpaths, corridors and passages, planters, part of the Greenery Areas, pump rooms,

meter rooms, check meter chambers/cabinets, F.S. inlets and sprinkler inlets, pipe ducts, hose reels, main telecommunications and broadcasting room, cable duct, telecommunications and broadcasting duct, sprinkler control valve room, telephone equipment room, transformer room protected lobby, transformer rooms, switch rooms, shuttle lift lobbies, loading and unloading space for refuse collection vehicle, refuse storage and material recovery room, F.S. control & sprinkler control valve room, part of the covered landscape area, emergency generator set room, fuel tank room, lift shaft, estate management office, staff lavatories, quarters for watchmen and caretakers, security control room, owners’ corporation office; parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Development and all other communal areas within the Development not used for the sole benefit of any Owner or group of Owners (but excluding the Residential Common Areas, the Car Park Common Areas and those areas forming parts of other Common Areas as designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC) and for the purpose of identification only as shown (where possible and capable of being shown) coloured Indigo and Indigo Stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

7. **“Estate Common Services and Facilities”** means those services and facilities constructed or to be constructed in on or under the Development and which serve the Development as a whole and not for the sole benefit of any Owner or group of Owners including, but not limited to, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; lifts serving Basement Floor to 2<sup>nd</sup> Floor; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and fire-fighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; refuse disposal equipment; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Development as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners (but excluding the Residential Common Services and Facilities, the Car Park Common Services and Facilities and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC).
8. **“Private Recreational Areas and Facilities”** means the recreational areas and recreational facilities and facilities ancillary thereto (including but not limited to the Club House) as are approved by the Director of Lands pursuant to the provisions of Special Condition No.(30) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Development and their bona fide visitors.
9. **“Residential Common Areas”** means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to, the Visitors’ Car Parking Spaces, the Residential Accessible Car Parking Spaces, the Bicycle Parking Spaces, the loading and unloading spaces numbered L1 to L4, the Private Recreational Areas and Facilities, part of the Greenery Areas, the Pedestrian Link, those parts of the Covered Footbridge within the Land, shuttle lift lobbies, lift lobbies, fireman’s lift lobbies, entrance lobbies of each Tower, filtration plant room, accessible void under swimming pool, F.S. inlets and sprinkler inlets, variable refrigerant volume platform, sprinkler control valve rooms, extra low voltage rooms, electric room, China Light and Power transformer lifting shaft room, high voltage cable room, transformer rooms, transformer room



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protected lobby, transformer lifting shaft room, electrical meter rooms, fan rooms, pump rooms, tank rooms, telephone rooms, switch rooms, gas chambers, check meter chambers/cabinets, rain water recycling plant room, pipe ducts, cable ducts, cable riser duct, telephone ducts, exhaust air ducts, vent ducts, duct shafts, water meter cabinets, refuse storage and material recovery rooms, pipe wells, metal platforms, void spaces, doghouses, hose reels, canopy, planters, staircases, landings, lift shafts and lift pits, lift machine rooms, part of the covered landscape area, landscape areas, switch rooms, mailboxes, caretaker counters, flat roofs and roofs, upper roofs, refuge roofs, roofs of Balconies and Utility Platforms, air-conditioning platforms, architectural features of the Towers and associated supporting beams and columns, the external walls (including non-structural prefabricated external walls (which are for the purpose of identification only shown by red dotted lines on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC, claddings, louvers, grilles and facades but excluding any frames and glass of windows appertaining to a Unit) of the Towers, transfer plates, acoustic fins, open spaces and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas and the Car Park Common Areas and for the purpose of identification only as shown (where possible or capable of being shown) coloured Red and Red Stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

10. **“Residential Common Services and Facilities”** means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, EV Facilities for Visitors’ Car Parking Spaces and Residential Accessible Car Parking Spaces, aerial broadcast distribution or telecommunication network facilities, drains, channels, rainwater collection tanks, water tanks, water pumps, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities and the Car Park Common Services and Facilities.

11. Subject to the Building Management Ordinance and the provisions of the DMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager. The Manager shall have the powers and duties to maintain and keep in good repair and condition the Common Areas and the Common Services and Facilities in accordance with the provisions of the DMC.

12. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in the DMC, be held by the person or persons from time to time entitled thereto together with the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the DMC, including but not limited to the following rights, easements and privileges:

(I) Rights, Easements and Privileges applicable to Owners of the Development

Full right and liberty (subject always to the rights of the Manager, the First Owner and the Owner of Government Accommodation reserved under the DMC) for the Owner of each Unit of the Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit.

(II) Rights, Easements and Privileges applicable to the Owner of the Government Accommodation

The right for FSI, its lessees, tenants, licensees and persons authorized by it and the Owner and occupier for the time being of the Government Accommodation or any part thereof to go pass and repass over and along and to use any common parts of the Land or any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development.

(III) Rights, Easements and Privileges applicable to all Owners of the Residential Development

(a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation reserved under the DMC) for the Owner of a Residential Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right):

(i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit; and

(ii) to go, pass and repass over and along and upon the Estate Common Areas and the Car Park Common Areas for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading spaces, the Visitors’ Car Parking Spaces and the Residential Accessible Car Parking Spaces.

(b) Full right and liberty for the residents for the time being, of a Unit in the Residential Development and his bona fide guests and visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Areas and Facilities intended for use by the residents of the Residential Development and his bona fide guests and visitors PROVIDED THAT in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

(IV) Rights, Easements and Privileges applicable to the Owners of the Car Parking Spaces

(a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation reserved under the DMC) for the Owner of a Car Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Car Park Common Areas and the Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Car Parking Space.

(b) Subject to the provisions of Clauses 24, 25 and 26 of Section E of the DMC and to the management expenses for the Common EV Facilities to be borne by the Owners of Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation) for the Owner of a Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Car Park Common Areas



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at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the use and enjoyment and operation of the Non-Common EV Facilities serving his Car Parking Space exclusively.

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

(I) Rights of Manager

Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit but excluding the Government Accommodation (except in case of emergency or with the prior approval of the Owner of the Government Accommodation) for the purposes of carrying out necessary repairs to the Development including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Development, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the DMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager, its staff, agents and contractors and PROVIDED FURTHER THAT in case of the Manager exercising its right of entry into the Government Accommodation pursuant to Clause 2 of Part II of the Second Schedule to the DMC, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

(II) Rights of First Owner

For so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under (i) the Assignment and (ii) the Assignment to the Purchaser), the First Owner 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 the DMC), the Manager or any other person interested in the Land and the Development:

- (a) in accordance with the terms of the Government Grant, to assign upon execution of the DMC the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners PROVIDED THAT upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be

wound up or are removed in accordance with the provisions of Clause 2 of Section H of the DMC and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) free of costs and consideration to the new manager or Owners Corporation (as appropriate) upon the same trusts;

- (b) without prejudice to sub-clause 3(e) of Part II of the Second Schedule to the DMC and subject to obtaining the prior written consent of the Director of Lands, to allocate and re-allocate Shares to any particular part of the Development (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area PROVIDED THAT the allocation or re-allocation of Shares shall not affect the proportion of Shares allocated to the Government Accommodation;
- (c) to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development or partly within the Land and the Development and adjoining land (excluding the Government Accommodation Services) to supply utilities services and recreational facilities to the Land and the Development PROVIDED THAT that the exercise of such right shall not interfere with the rights of other Owners to hold, use, occupy and enjoy their Units or the Government Accommodation nor prevent, impede or restrict their access to or from their Units or the Government Accommodation and PROVIDED FURTHER THAT if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the prior consent of the Owners Committee (if in existence) or the Manager (before the formation of the Owners Committee) and that if in the opinion of the GPA that the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected), the exercise of the aforesaid right shall be subject to the prior approval of the Owner of the Government Accommodation; and
- (d) subject to the approval of a meeting of the Owners of the Development convened under the DMC, to obtain for the benefit of the Owners for the time being of the Development or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, recreational areas and facilities, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and condition and from such persons as the First Owner shall deem fit PROVIDED THAT FSI shall not be made to bear any costs for the acquisition of the said rights, rights of way, easements or quasi-easements.



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14. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to the DMC and the rights of the Owner of the Government Accommodation under the DMC, an Owner shall not (except the same shall not constitute any breach of the terms and conditions of the Government Grant and contravention of any ordinances, laws and Government regulations and the previous written consent of the Manager shall have been obtained (which consent may be granted subject to such reasonable conditions as the Manager shall think fit)):
- (a) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
  - (b) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development;
  - (c) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
  - (d) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof;
  - (e) in no event shall dogs be permitted in lifts or in any part of the Development intended for common use unless they are (1) carried, (2) on leash and wearing mouth strap, (3) microchipped and vaccinated, (4) licensed by the Agriculture, Fisheries and Conservation Department and (5) registered with the Manager; notwithstanding anything contained in the above, in no event shall dogs be permitted in the Common Areas (including without limitation, the Club House and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time;
  - (f) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development;
  - (g) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Development or any part thereof and/or the common fire alarm system installed in the Development connecting and serving the Development; and
  - (h) alter, vary or tamper with the Noise Mitigation Measures or any part thereof.
15. (a) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC, no Owner may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners Committee has been obtained. Any payment received for the approval shall be credited to the relevant Special Fund as provided in Clause 2 of Section J of the DMC.
- (b) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC and the provisions contained in the DMC, no Owner may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Development convened under the DMC or at a meeting of the Owners of the relevant part of the Development convened under the DMC or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained and PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be adversely affected. No Owner or the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

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

Tower	Floor	Unit	Shares per Unit	Sub-total
Tower 1	3 <sup>rd</sup> - 32 <sup>nd</sup> Floors (26 storeys)	A	54	6,682
		B	46	
		C	31	
		D	46	
		E	30	
		F	50	
Tower 2	3 <sup>rd</sup> - 32 <sup>nd</sup> Floors (26 storeys)	A	45	12,168
		B	69	
		C	70	
		D	45	
		E	45	
		F	49	
		G	30	
		H	70	
		J	45	
Tower 3	3 <sup>rd</sup> - 32 <sup>nd</sup> Floors (26 storeys)	A	46	12,194
		B	67	
		C	67	
		D	30	
		E	30	
		F	46	
		G	68	
		H	64	
		J	51	
Tower 5	3 <sup>rd</sup> - 21 <sup>st</sup> Floors (16 storeys)	A	52	4,128
		B	46	
		C	31	
		D	50	
		E	30	
		F	49	

### Notes:

There are no designations of 4<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> and 24<sup>th</sup> Floors in Towers 1, 2 and 3.  
There are no designations of 4<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Floors in Tower 5.  
There is no designation of Tower 4.

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

Subject to the Building Management Ordinance, the Manager of the Phase shall be appointed for an initial period of two (2) years commencing from the date of the DMC and to be continued thereafter until termination of the Manager's appointment in accordance with the provisions of the DMC.

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

1. Subject to sub-clause (b)(II) of Clause 5 of Section J of the DMC, the Owners (save and except the Owner of the Government Accommodation) shall contribute towards the Management Charges in the following manner:-

(a) all Owners of Units in the Development (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the Estate Common Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Development;

(b) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Development;

(c) the Owners of the Car Parking Spaces shall contribute to the expenses of the Car Park Management Budget in the proportion that the Management Units attributable to such Car Parking Spaces owned by them bears to the total Management Units allocated to all Car Parking Spaces;

PROVIDED THAT where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Development other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Development covered by such a sub-budget or sub-sub-budget.

2. Since the Car Park Common Areas and the Car Park Common Services and Facilities also serve and benefit the Visitors' Car Parking Spaces and the Residential Accessible Car Parking Spaces which are Residential Common Areas, 18.6% of the expenditure for management and maintenance of the Car Park Common Areas and the Car Park Common Services and Facilities, including the contribution to the car park common account of the Special Fund, will be borne by the Owners of Residential Units. As such, the Manager will charge all Owners of Residential Units of the said 18.6% of the expenditure, so that the Owners of the Residential Units shall contribute to 18.6% of the costs and expenses of the Car Park Management Budget which shall be apportioned among the Owners of the Residential Units in the proportion that the Management Units attributable to the Residential Units owned by them respectively bear to the total Management Units attributable to all Residential Units.

3. The Owners of the Car Parking Spaces shall contribute to the remaining part of the costs and expenses of the Car Park Management Budget which shall be apportioned among the Owners of the Car Parking Spaces in the proportion that the Management Units attributable to the Car Parking Spaces owned by them respectively bear to the total Management Units attributable to all Car Parking Spaces.

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

The amount of management fee deposit is equivalent to three (3) months' Management Charges.

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

Not applicable.

### Note:

Unless otherwise defined in this Sales Brochure, capitalized terms used in the above shall have the same meaning of such capitalized terms used in the DMC.



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## A. 關乎「期數」公用部份之草擬公共契約及管理協議（「公契」）之條文摘要

1. 「**停車場公用地方**」指「停車場」中該等擬供指定供「住宅單位」住客及其真正賓客、訪客及獲邀請人停泊其車輛的「停車位」的所有「業主」、佔用人及獲准用人，及「訪客停車位」及「住宅暢通易達停車位」的佔用人及獲准用人共同使用及享用的部分，包括但不限於所有附屬範圍，迴旋通道、通風井、管道槽、入口、斜道、行車道、樓梯、樓梯平台、風扇房、直達電梯大堂及地庫層電梯大堂、特低電壓房、電力房及電動車充電電錶房，在附夾公契的圖則（由「認可人士」證明為準確）上以黃色顯示（如可能予顯示），僅供識別之用；
2. 「**停車場公用服務與設施**」指在「停車場」之內、之上或之下及服務指定供「住宅單位」住客及其真正賓客、訪客及獲邀請人停泊其車輛的「停車位」及「訪客停車位」及「住宅暢通易達停車位」的該等服務與設施，包括但不限於機器與機械、電力裝置、裝置與裝備、柵欄、收費亭及供水設備及「公用電動車充電設施」。
3. 「**公用地方**」指「屋苑公用地方」、「住宅公用地方」、「停車場公用地方」及按公契在附夾在「第一業主」簽立的任何副公契或單方契據的圖則中詳細顯示的該等「發展項目」中被指定為公用地方的部分，但不包括「住宅發展項目」或「停車場」中屬任何「單位」的「業主」或僅服務某「單位」的該等部分。
4. 「**公用電動車充電設施**」指所有安裝或將安裝在「停車場公用地方」內，供所有「停車位」「業主」使用及享用，以供停泊在任何該等「停車位」內，按《道路交通條例》（香港法例第374章）持牌的電動車輛或電動單車充電用，而該等設施並非專有服務任何「停車位」或屬任何「停車位」「業主」，包括但不限於該等電綫、電纜、管槽、管道、裝備、設備及其他為此而設或為此有關的其他電力或其他裝置。
5. 「**公用服務與設施**」指「屋苑公用服務與設施」、「住宅公用服務與設施」、「停車場公用服務與設施」及按公契在「第一業主」簽立的任何副公契或單方契據，該等「發展項目」中被指定為公用服務與設施的該等服務與設施，但不包括屬任何「單位」的「業主」或僅服務某「單位」的該等服務與設施。
6. 「**屋苑公用地方**」指「發展項目」中該等擬供「發展項目」「業主」整體使用，並非供某「業主」或某群組「業主」獨家享用的部分，包括但不限於緊急車輛通道、行車道、出入口、停車處、斜道、行人道、走廊及通道、花槽、「綠化範圍」部分、泵房、儀錶房、檢查儀錶室/櫃、消防及花灑入水口、管槽、消防喉轆、主電訊及廣播設備房、電纜槽、電訊及廣播設備槽、花灑控制閥房、電話設備房、變壓器房保護大堂、變壓器房、電掣房、直達電梯大堂、垃圾收集車輛上落貨停車位、垃圾收集及物料回收房、消防及花灑控制閥房、有蓋園景區部分、緊急發電機組房、燃料箱房、電梯槽、屋苑管理處、職員洗手間、保安及看更宿舍、保安控制室、「業主立案法團」辦公室、護牆、結構牆及柱、在「發展項目」興建的建築物的地基及其他結構元件及所有其他在「發展項目」並非供某「業主」或某群組「業主」獨家享用的公用地方（但不包括「住宅公用地方」、「停車場公用地方」及「第一業主」按公契簽立的副公契或單方契據中指定為「其他公用地方」的該等範圍），在附夾公契的圖則（由「認可人士」證明為準確）上以靛色及靛色加黑點顯示（如可能予顯示），僅供識別之用。
7. 「**屋苑公用服務與設施**」指在「發展項目」之內、之上或之下興建或擬興建的，並服務「發展項目」整體而非供某「業主」或某群組「業主」獨家享用的服務與設施，包括但不限於污水渠、排水渠、去水渠、水道、喉管及管槽、泵、水箱及衛生裝置、服務地庫層到2樓的電梯、電綫、電纜、電力裝置、設備及儀器、火警鐘、防火及滅火系統、設備及儀器、消防街龍頭水箱、消防水箱、花灑水箱、保安系統、設備及儀器、垃圾處理設備、通風及空調裝置及設備、空調機及風扇及任何其他供或安裝予「發展項目」作為其適意設施共同使用及享用而非供某「業主」或某群組「業主」獨家享用的裝置、系統、機器、設備、儀器、裝備、服務與設施（但不包括「住宅公用服務與設施」、「停車場公用服務與設施」及「第一業主」按公契簽立的副公契或單方契據中指定為「其他公用服務與設施」的該等服務與設施）。
8. 「**私人康樂地方及設施**」指「地政總署署長」按「批地文件」特別條款第(30)條批准，在現時或「年期」內任何時間期間提供予「住宅發展項目」的住客及其真正訪客共同使用及享用的康樂地方及康樂設施及其相關設施（包括但不限於「會所」）。
9. 「**住宅公用地方**」指「住宅發展項目」中該等擬供「住宅發展項目」所有「業主」共同使用及享用，並非供某「住宅單位」「業主」獨家享用的部分，包括但不限於「訪客停車位」、「住宅暢通易達停車位」、「單車停車位」、編號L1至L4的上落貨停車位、「私人康樂地方及設施」、「綠化範圍」部分、「行人連廊」、「該土地」內的「有蓋行人天橋」部分、穿梭電梯大堂、電梯大堂、消防員電梯大堂、每幢「大樓」的出入口大堂、過濾機房、游泳池下方的可進入中空、消防入水口及花灑入水口、可改變冷媒流量冷氣機平台、灑水器控制閥房、特低電壓房、電房、中華電力有限公司變壓器舉槽房、高壓電纜房、變壓器房、變壓器房保護大堂、變壓器舉槽房、電錶房、風機房、泵房、水箱房、電話房、電掣房、氣體室、監察儀錶室/櫃、雨水循環機房、管道槽、電纜槽、電纜豎管槽、電話槽、廢氣槽、通風槽、通風道豎井、水錶櫃、垃圾收集及物料回收房、管道井、金屬平台、中空、狗屋、消防喉轆、簷篷、花槽、樓梯、樓梯平台、升降機槽及升降機井、升降機機房、有蓋園景範圍部分、園景範圍、電掣房、郵箱、看更櫃枱、平台及天台、上層天台、庇護天台、露台及工作平台的天台、空調機平台、「大樓」的建築裝飾及相關柱及樑、外牆（包括非結構預製外牆（在附夾公契的圖則（由「認可人士」證明為準確）上以紅色虛綫顯示，僅供識別之用））、覆面、百葉面、柵欄及正面但不包括任何附屬某「大樓」「單位」的窗框及玻璃、轉換層、隔聲簷、休憩空間及其他指定供「住宅發展項目」享用的範圍，但不包括任何在「屋苑公用地方」及「停車場公用地方」的任何範圍。「住宅公用地方」在附夾公契的圖則（由「認可人士」證明為準確）上以紅色及紅色加黑點顯示（如可能予顯示），僅供識別之用；
10. 「**住宅公用服務與設施**」指在「發展項目」之內、之上或之下興建或安裝或擬興建或安裝的，並服務「住宅發展項目」而非供某「住宅單位」「業主」獨家享用的服務與設施，包括但不限於「訪客停車位及住宅暢通易達停車位用電動車充電設施」、天綫廣播或電訊網路設施、去水渠、渠道、雨水收集水箱、水箱、水泵、槽、管、電纜、電綫、機器與機械、空調及通風系統、電力裝置、裝備、設備及儀器、電梯、消防裝置及設備、保安系統及儀器及吊船，但不包括任何包括在「屋苑公用服務與設施」及「停車場公用服務與設施」者。
11. 受《建築物管理條例》及公契條文所限，「公用地方」及「公用服務與設施」須由「經理人」獨家控制。「經理人」有權利及責任按公契條文保養「公用地方」及「公用服務與設施」，使之在良好維修及狀態。



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12. 每份「份數」須在剩餘「年期」及其任何更新年期期間，受「批地文件」及公契條文所限，由不時有權持有其的人士持有，且受益於（如適用者）公契第二副表第I部分列出的地役權、權利及特權，包括但不限於以下權利、地役權及特權：

(I) 適用於「發展項目」「業主」的權利、地役權及特權

每名「發展項目」「單位」現任「業主」、其傭僕、代理人、獲准用人、租客及合法佔用人（遵從在公契中保留予「經理人」、「第一業主」及「政府樓宇」「業主」之權利）（與所有其他具有同等權利之人等共享）擁有全權及自由權通行、進出、往返及使用「屋苑公用地方」及「屋苑公用服務與設施」的該等部分，以作使用及享用其「單位」之所有用途。

(II) 適用於「政府樓宇」「業主」的權利、地役權及特權

「財政司司長法團、其承租人、租客、獲准用人及其授權的人士及「政府樓宇」或其任何部分的現任「業主」及佔用人有權通行、進出、往返及使用任何「該土地」或「發展項目」的任何公用部分，以作適當使用及享用「政府樓宇」或其任何部分，及以使用及接收「該土地」或「發展項目」內任何公用設施的利益。

(III) 適用於「住宅發展項目」所有「業主」的權利、地役權及特權

(a) 每名「住宅發展項目」「單位」現任「業主」、其傭僕、代理人、獲准用人、租客及合法佔用人（遵從在公契中保留予「經理人」、「第一業主」及「政府樓宇」「業主」之權利）（與所有其他具有同等權利之人等共享）擁有全權及自由權：

(i) 通行、進出、往返及使用「住宅公用地方」及「住宅公用服務與設施」，以作使用及享用其「單位」之所有用途；及

(ii) 通行、進出、往返及使用「屋苑公用地方」及「停車場公用地方」，以作出入上落客範圍、停車處、上落貨停車位、「訪客停車位」及「住宅暢通易達停車位」。

(b) 每名「住宅發展項目」「單位」現任住客及其真正賓客及訪客擁有全權及自由權使用及享用擬供「住宅發展項目」住客及其真正賓客及訪客使用的「私人康樂地方及設施」，僅作康樂之用及須受制於「經理人」就使用之而指明的規定、規則及費用，惟在行使上述權利時，任何人不得損壞或干擾或容許或容忍他人損壞或干擾其提供的一般適意設施、機器、設備或服務設施。

(IV) 適用於「停車位」「業主」的權利、地役權及特權

(a) 每名「停車位」現任「業主」、其傭僕、代理人、獲准用人、租客及合法佔用人（遵從在公契中保留予「經理人」、「第一業主」及「政府樓宇」「業主」之權利）（與所有其他具有同等權利之人等共享）擁有全權及自由權通行、進出、往返及使用「停車場公用地方」及「停車場公用服務與設施」，以作使用及享用其「停車位」之所有用途。

(b) 受公契第E部第24、25及26條所限，及在「停車位」「業主」支付「公用電動車充電設施」的管理開支的前提下，每名「停車位」現任「業主」（遵從「經理人」、「第一業主」及「政府樓宇」「業主」享有之權利）擁有全權及自由權在「停車場公用地方」的電錶房內自費安裝、保養、維修及更換電錶及相關設施，及在「經理人」批准的地方內以「經理人」批准的方式鋪設及/或保養、維修及更換「停車場公用地方」內的該等電纜、基座盒、電插座、保護及保安裝置，以作使用及享用及運作獨家服務其「停車位」的「非公用電動車充電設施」。

13. 每份「份數」須在剩餘「年期」及其任何更新年期期間，受「批地文件」及公契條文所限，由不時有權持有其的人士持有，且受限於公契第二副表第II部分列出的原保留權利及新保留權利，包括但不限於以下原保留權利及新保留權利：

(I) 「經理人」的權利

「經理人」擁有全權及特權在事前發出合理通知書（緊急情況除外）後，於所有合理時間單獨或聯同測量師、工人及其他人等進入「該土地」及「發展項目」任何部份，包括任何「單位」（但不包括「政府樓宇」（緊急情況或事前經「政府樓宇」「業主」批准則例外），以便對「發展項目」進行必須的維修，包括但不限於檢查、重建、維修、更新、更換、翻新、保養、清潔、髹漆粉飾或裝修「發展項目」、「公用地方」、「公用服務與設施」或其任何部份之結構，或「業主」失責不修理及維修之任何「單位」，又或消滅任何確實或可能影響「公用地方」、「公用服務與設施」或其他「業主」的危害或滋擾，又或行使或執行「公契」條款賦予「經理人」的任何權力與職責，惟「經理人」必須盡量避免造成滋擾，如導致任何損壞則妥善修葺。如「經理人」因失責而造成任何損壞，則須自費維修之，亦須對「經理人」、其職員、代理人及承建商的任何牽涉刑責、不誠實或疏忽的行為或不作為負責。如「經理人」根據本公契第二附表第II部第2條行使權利進入「政府樓宇」，只限於執行保養和維修工程，如對「政府樓宇」造成任何損害，必須承擔所有相關費用與開支。

(II) 「第一業主」的權利

只要「第一業主」仍然持有任何「份數」的實益權益（附加於其可能於(i)「該轉讓契」及(ii)予買方之轉讓契保留的任何其他權利），「第一業主」有獨家及不受限制的權利，按其絕對酌情權在任何其認為合適的時間不時作出以下所有或任何行為或事項，及/或行使所有或任何下列權利、自由權、特權及權益，而無須接受任何其他「業主」（除非公契另有規定）、「經理人」或任何其他擁有「該土地」及「發展項目」權益的人士為締約方或獲其同意或批准：

(a) 根據「批地文件」之條款，在公契簽立時，為「業主」之整體利益將「公用地方」及「公用服務與設施」或其任何一個或多個部分連同相關的「份數」無償轉讓予「經理人」，惟在此轉讓後，該等地方與設施將由「經理人」以信託方式代所有「業主」持有。如「經理人」根據公契第H部第2條規定辭任或清盤或遭革除而委任新的經理人，或根據《建築物管理條例》成立之「發展項目」「業主立案法團」作出如此要求，則「經理人」或其清盤人須將該等「公用地方」及「公用服務與設施」連同相關的「份數」（如有）免費及無償轉讓予新經理人或「業主立案法團」（如適當）以相同信託持有；

(b) 在不影響公契第二附表第II部第3(e)條及在取得地政總署署長事先書面同意的前提下，因應總樓面面積改變所需而分配及重新分配「發展項目」任何特定部分（在該特定部分取得「佔用許可證」後）、每個「單位」、「公用地方」及「公用服務與設施」的「份數」（「第一業主」已轉讓的單位除外），並分配及重新分配每個「單位」的「管理份數」，惟上述的分配及重新分配「份數」不得影響分配予「政府樓宇」的「份數」的比例。

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- (c) 興建、保養、鋪設、更改、拆卸、改道及更新「該土地」及「發展項目」內或部分位於「該土地」及「發展項目」與毗鄰土地內之排水渠、水管、電纜、污水渠及其他裝置、裝備、廂格及其他構築物（不包括「政府樓宇服務設備」），以為「該土地」及「發展項目」提供公用事業、服務及康樂設施，惟行使上述權利時不得干擾其他「業主」持有、使用、佔用及享用其「單位」或「政府樓宇」的權利，亦不得防止、妨礙或限制其進出其「單位」或「政府樓宇」的權利。若上述排水渠、水管、電纜、污水渠及其他裝置、裝備、廂格及其他構築物構成「公用地方」或「公用服務與設施」的部分，行使上述權利時須先取得「業主委員會」（如存在）或「經理人」（「業主委員會」成立前）之同意。如「政府產業署」認為「政府樓宇」受直接影響（「政府產業署」有全權判定「政府樓宇」是否受直接影響），行使上述權利時須先取得「政府樓宇」「業主」之同意；及
- (d) “在得到按公契召開的「發展項目」「業主」大會發出的同意下，按「第一業主」認為適當的條件，由其認為適當的人士，為當時的「發展項目」或其任何部份的「業主」及其傭僕、代理人、獲准用人、租客及合法佔用人之享用，取得任何在任何毗鄰或鄰近土地之上的權利、通行權、或地役權或準地役權（包括但不限於使用任何道路、行人通道、走道、行人徑、行人天橋、花園、休憩空間、康樂範圍及設施、行人隧道、排水道及溝渠、污水處理廠及設施、垃圾收集及棄置範圍及設施、排水系統及氣體、水及電力儲存、變壓及供應系統的權利），或透過准用協議方式取得任何相近權利，惟「財政司司長法團」無需承擔任何獲取該等權利、通行權、或地役權或準地役權之費用。”
14. 受公契第二附表第II部第3條保留予「第一業主」的權利及公契保留予「政府樓宇」「業主」的權利所限，「業主」不得（除非下述者不構成違反「批地文件」任何條款及任何條例、法例及政府規定，並已獲得「經理人」事先書面同意（該等同意可受制於「經理人」認為適當的合理條款））：
- (a) 在任何建築物的天台、平台或其任何部份、停車場或任何在「發展項目」之上或之內的其他構築物，或「公用地方」，搭建或建築或容許或容忍他人搭建或建築任何不論臨時性或永久性的構築物；
- (b) 破壞、損壞或塗污或容許或容忍他人破壞、損壞或塗污公用地方的任何解構、面料或裝飾的任何部分，包括在「該土地」及「發展項目」或其周邊的樹木、植物或灌木；
- (c) 破壞或干擾或容許或容忍他人破壞或干擾公用服務與設施；
- (d) 以盒、垃圾桶、包裝貨物、垃圾、動產或任何其他類型或形式的障礙物，妨礙或阻礙或容許或容忍他人妨礙或阻礙「公用地方」，「經理人」有權在其認為適當的情況下，不作通知而移除及棄置任何上述物料，費用由有關「業主」支付，「經理人」亦無需對相關「業主」或任何其他人士負上任何法律責任，且每名「業主」同意就「經理人」因而支付或向其的損失、申索、損壞或支出，保持向「經理人」作出彌償。
- (e) 在任何情況下都不容許狗隻在電梯或「發展項目」擬作公用的任何部分，除非該等狗隻乃(1)被攜帶、(2)牽上皮帶且佩戴口罩、(3)已植入微晶片及已接種疫苗、(4)由漁農自然護理署發牌，及(5)已向「經理人」登記；儘管上文所述，在任何情況下都不容許狗隻在「公用地方」（包括但不限於「會所」及草坪範圍），「經理人」不時指定予狗隻使用的該等地方除外。
- (f) 未得「經理人」事先書面同意，在已提供的空調機平台或其他指定供裝設或安裝冷氣機之用的的該等地方以外的任何「住宅單位」外牆或窗戶上或通過其裝設或安裝任何空調機或空調機單元，且須採取一切可行措施防止在「該土地」及「發展項目」造成過量噪音、凝結或滴水。
- (g) 竄改、移除或干擾或容許或容忍他人竄改、移除或干擾服務「發展項目」的火警鐘系統或其任何部份及/或安裝在「發展項目」連接及服務「發展項目」的公用火警鐘系統；及
- (h) 改動、更改或竄改「減噪措施」或其任何部份。
15. (a) 受公契第二附表第II部第3條保留予「第一業主」的權利所限，「業主」不得將任何「公用地方」轉換為己用，除非得到「業主委員會」批准。任何就該等批准而收到的費用須撥入根據公契第J部第2條的相關「特別基金」。
- (b) 受公契第二附表第II部第3條保留予「第一業主」的權利及公契條文所限，「業主」不得將任何屬其的地方轉換為「公用地方」，除非得到按公契召開的「發展項目」的「業主大會」或按公契或有關的副公契（視情況而定）召開的「發展項目」有關部分的「業主大會」的「業主」決議批准。惟「政府樓宇」的正當使用及享用不得受到不利影響。「業主」或「經理人」不得將該等「公用地方」重新指定為己用。



# 15 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

## B. 分配予「期數」每個住宅物業的不分割份數數額

大樓	樓層	單位	每個單位的不分割份數	小計
第1座	3樓至32樓 (26層)	A	54	6,682
		B	46	
		C	31	
		D	46	
		E	30	
		F	50	
第2座	3樓至32樓 (26層)	A	45	12,168
		B	69	
		C	70	
		D	45	
		E	45	
		F	49	
		G	30	
		H	70	
		J	45	
		第3座	3樓至32樓 (26層)	
B	67			
C	67			
D	30			
E	30			
F	46			
G	68			
H	64			
J	51			
第5座	3樓至21樓 (16層)			A
		B	46	
		C	31	
		D	50	
		E	30	
		F	49	

註：

第1座、第2座及第3座不設4樓、13樓、14樓及24樓。  
第5座不設4樓、13樓及14樓。  
不設第4座。

## C. 「期數」「經理人」的委任年期

受建築物管理條例所限，「期數」的「經理人」將獲委任，首屆任期為由公契日期起計兩年，其後將繼續直至根據公契條文終止「經理人」的委任為止。

## D. 「期數」內各住宅物業業主分擔管理開支的基準

1. 受公契第J部第5條第(b)(II)款所限，「業主」（「政府樓宇」「業主」除外）須以以下方式分攤「管理開支」：

- 「發展項目」「單位」的所有「業主」（「政府樓宇」「業主」除外）須以其擁有的「單位」的「管理份數」按其對「發展項目」總「管理份數」的比例分攤「發展項目公用預算」的開支；
- 「住宅單位」的「業主」須以其擁有的「住宅單位」的「管理份數」按其對「住宅發展項目」總「管理份數」的比例分攤「住宅發展項目管理預算」的開支；
- 「停車位」的「業主」須以其擁有的「停車位」的「管理份數」按其對「停車位」總「管理份數」的比例分攤「停車位管理預算」的開支；

但是如果「經理人」對「發展項目」任何部份編制非上述者的任何副預算或分副預算，僅有屬整個該部份的開支須進行分攤。任何副預算或分副預算的開支須由該副預算或分副預算涵蓋的「單位」的「業主」須以其擁有的「單位」的「管理份數」按其對該副預算或分副預算涵蓋的部份的總「管理份數」的比例支付。

- 因「停車位公用地方」及「停車位公用服務與設施」同時服務屬「住宅公用地方」的「訪客停車位」及「住宅暢通易達停車位」及供其享用，「住宅單位」的「業主」須支付管理及保養「停車位公用地方」及「停車位公用服務與設施」的百分之18.6的開支（包括「特別基金」「停車位公用戶口」的分攤）。因此，「經理人」將向「住宅單位」的「業主」收取該等百分之18.6的開支，而「住宅單位」的「業主」須以其擁有的「住宅單位」的「管理份數」按其對所有「住宅單位」總「管理份數」的比例分攤「停車位管理預算」的百分之18.6的開支。
- 「停車位」的「業主」須分攤「停車位管理預算」的其餘費用及開支，並須以其擁有的「停車位」的「管理份數」按其對「停車位」總「管理份數」的比例在「停車位」的「業主」之間分攤。

## E. 釐定管理費按金的基準

管理費按金的金額相等於三(3)個月「管理費」。

## F. 關乎業主於「期數」內留自用地方(如有者)的公契條款摘要

不適用。

註：

除在本售樓說明書另有定義，上文的用語將與在公契者有相同定義。

# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

1. The Phase is situated on Yuen Long Town Lot No.512 (“**the lot**”).
2. The lot is held from the Government under New Grant No.21652 dated 16<sup>th</sup> September 2013 (“**the Land Grant**”) for a term of 50 years from 16<sup>th</sup> September 2013 and expiring on 15<sup>th</sup> September 2063.

### 3. **User**

#### Special Condition No.(10)

The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

### 4. **Indemnity by Grantee**

#### General Condition No.4

The Grantee (as defined in General Condition No.12(a) of the Land Grant) indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions (as defined in General Condition No.12(b) of the Land Grant) or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (“**the Director**”, and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

### 5. **Maintenance**

#### General Condition No.6

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

- (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto;
- (ii) maintain all buildings erected or which may after the date of the Land Grant be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

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

### 6. **Private streets, roads and lanes**

#### General Condition No.8

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

### 7. **Green Areas and Green Stippled Black Areas**

#### Special Condition No.(4)

(a) The Grantee shall:

- (i) on or before the 30<sup>th</sup> day of September 2020 (or such other dates, as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - (I) lay and form those portions of future public roads shown coloured green, green hatched brown and green hatched purple on the plan annexed to the Land Grant but excluding part of land or stratum of land which has been vested in Kowloon-Canton Railway Corporation pursuant to Section 7A of the Kowloon-Canton Railway Corporation Ordinance for the purpose of the Railway (as defined in Special Condition No. (59)(a) of the Land Grant) (collectively “**the Green Areas**”); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively “**the Structures**”)

so that building, vehicular and pedestrian traffic may be carried on the Green Areas;

- (ii) on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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; and
- (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No. (5) of the Land Grant.



# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

(b) The Grantee shall:

- (i) on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (I) lay and form those portions of future public roads shown coloured green stippled black and green stippled black hatched purple on the plan annexed to the Land Grant (collectively "**the Green Stippled Black Areas**"); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively "**the Pedestrian Structures**")  
so that pedestrian traffic may be carried on the Green Stippled Black Areas;
- (ii) on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Areas 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; and
- (iii) maintain at his own expense the Green Stippled Black Areas together with the Pedestrian Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No. (5) of the Land Grant.

### Special Condition No.(5)

For the purpose only of carrying out the necessary works specified in Special Condition No.(4) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Areas and the Green Stippled Black Areas. The Green Areas and the Green Stippled Black Areas or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Areas and the Green Stippled Black Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof allow free access over and along the Green Areas and the Green Stippled Black Areas or such part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(4) of the Land Grant or otherwise.

### Special Condition No.(6)

The Grantee shall not without the prior written consent of the Director use the Green Areas and the Green Stippled Black Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos.(4), (14)(f) and (35) of the Land Grant.

### Special Condition No.(7)(a)

The Grantee shall at all reasonable times while he is in the possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof:

- (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos.(4)(a) and 4(b) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(c) of the Land Grant and any other works which the Director may consider necessary in the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas and the Green Stippled Black Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing replacement and alteration of any other waterworks installations within the Green Areas and the Green Stippled Black Areas or any part or parts thereof; and
- (iv) permit the officers of the Kowloon-Canton Railway Corporation and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Green Areas or any part or parts thereof and any building or buildings erected thereon as the officers of the Kowloon-Canton Railway Corporation or such authorized persons may require at all times with or without tools, vehicles, machinery or equipment for the purpose of the carrying out, inspecting, checking and supervising of any works in relation to the operation, maintenance, repairing, replacement, improvement and alteration of the Railway and the West Rail Structures and Installations (as defined in Special Condition No.(59)(a) of the Land Grant).

## 8. **Building covenant**

### Special Condition No.(9)

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2020.

# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

### 9. **Preservation of trees**

#### Special Condition No.(11)

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

### 10. **Landscaping**

#### Special Condition No.(12)

- (b) (ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) of this Special Condition (“**the Greenery Area**”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan (“**the Approved Landscape Master Plan**”) in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(39)(a)(v) of the Land Grant.

### 11. **Development conditions**

#### Special Condition No.(13)

Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.6 of the Land Grant) of the lot or any part thereof:

- (a) the Grantee shall only erect, construct, provide and maintain upon the lot the following accommodation and facilities:
  - (i) accommodation and facilities for private residential purposes (“**the Residential Accommodation**”) with a total gross floor area of not less than 25,194 square metres but not more than 41,990 square metres;
  - (ii) the Reprovision RCP (as defined in Special Condition No.(16)(a)(i) of the Land Grant); and
  - (iii) the Drainage Services Accommodation (as defined in Special Condition No.(16)(a)(ii)(III) of the Land Grant);
- (d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 25,194 square metres and shall not exceed 41,990 square metres;
- (e) (i) the total number of residential units erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant shall not be less than 720;
  - (ii) out of the total number of residential units provided under sub-clause (e)(i) of this Special Condition, not less than 428 residential units shall be in the size of not exceeding 50 square metres in saleable area each.

### 12. **Operation, management and maintenance of the Existing RCP, the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces**

#### Special Condition No.(14)

- (a) (i) The Grantee acknowledges that:
  - (I) there is an existing refuse collection point within the lot and the Green Areas at the approximate position as respectively shown coloured pink hatched brown and green hatched brown and marked "EXISTING RCP" on the plan annexed to the Land Grant ("**the Existing RCP**");
  - (II) there are a minibus terminus and a taxi pick up/drop off area, taxi stands, a disabled parking space and a loading/unloading space within the lot and the Green Areas at the approximate position as shown and marked "EXISTING PTI" on the plan annexed to the Land Grant ("**the Existing PTI**");
  - (III) there are existing light goods vehicle public parking spaces within the lot, the Green Areas and the Green Stippled Black Areas at the approximate position as respectively shown coloured pink hatched purple, green hatched purple and green stippled black hatched purple and marked "EXISTING LGV PARKING SPACES" on the plan annexed to the Land Grant ("**the Existing LGV Parking Spaces**"); and
  - (IV) there are existing bicycle parking spaces within the Green Stippled Black Areas ("**the Existing Bicycle Parking Spaces**").
- (ii) The Grantee shall not interfere with the use by the public and the operation of the Existing RCP and no works that may affect the operation of the Existing RCP shall be carried out except with the prior written approval of the Director of Food and Environmental Hygiene. The Existing RCP shall remain in operation until the Reprovision RCP (as defined in Special Condition No.(16)(a)(i) of the Land Grant) is completed and made fit for occupation and operation to the satisfaction of the Director of Food and Environmental Hygiene and the Director and open for use by the public.
- (iii) The Grantee shall not interfere with the use by the public and the operation of the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces or any part or parts thereof and no works that may affect the operation of the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces or any part or parts thereof shall be carried out except with the prior written approval of the Commissioner for Transport.
- (c) (i) The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director of Food and Environmental Hygiene any damage caused by the Grantee, his servants, workmen and contractors to the Existing RCP, failing which the Director of Food and Environmental Hygiene may carry out any such repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.
  - (ii) The Grantee shall at all times during the period of operation of the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces (including general cleaning of the footpaths, platforms, carriageways and other facilities) in all respects to the satisfaction of the Director.



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- (d) The Government shall have the absolute discretion at any time to permit its authorized persons and the public to use the Existing RCP, the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces or any part or parts thereof.
- (e) The Grantee shall allow unrestricted and free access to the Existing RCP, the Existing PTI, the Existing LGV Parking Spaces and the Existing Bicycle Parking Spaces for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.
- (f) (i) Upon completion of the Reprovision RCP, the Grantee shall at his own expense relocate the Existing RCP to the Reprovision RCP.
  - (ii) The Grantee shall at his own expense,
    - (I) within 12 calendar months from the date of completion of the Reprovision RCP demolish and remove the Existing RCP in all respects to the satisfaction of the Director;
    - (II) after obtaining prior written approval from the Commissioner for Transport and his confirmation on the cessation of operation of the Existing PTI or any part or parts thereof demolish and remove the Existing PTI or such part or parts thereof no longer in operation in all respects to the satisfaction of the Director; and
    - (III) after obtaining prior written approval from the Commissioner for Transport and his confirmation on the cessation of operation of the Existing LGV Parking Spaces or any part or parts thereof demolish and remove the Existing LGV Parking Spaces or such part or parts thereof no longer in operation in all respects to the satisfaction of the Director.
- (k) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(37)(b) of the Land Grant.

### 13. Operation, management and maintenance of the Existing Sewage Pumping Station

#### Special Condition No.(15)

- (a) (i) The Grantee acknowledges that there is a sewage pumping station within the areas shown coloured pink stippled black and pink cross-hatched black stippled black on the plan annexed to the Land Grant and a generator within the area shown coloured pink cross-hatched black rippled black on the plan annexed to the Land Grant (the said sewage pumping station and the generator are collectively referred to as "**the Existing Sewage Pumping Station**").
- (ii) The Grantee shall not interfere with the operation of the Existing Sewage Pumping Station. No building works that may affect the operation of the Existing Sewage Pumping Station shall be carried out except with the prior written approval of the Director of Drainage Services.
- (iii) Save and except the building works in respect of the New DSD Accommodation (as defined in Special Condition No.(16)(a)(ii)(I) of the Land Grant), no building works shall be carried out within the areas shown coloured pink stippled black and pink cross-hatched black stippled black on the plan annexed to the Land Grant below the level of +14.5 metres above the Hong Kong Principal Datum except with the prior written approval of the Director of Drainage Services.

- (iv) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times to avoid causing any damage to the Existing Sewage Pumping Station or any part or parts thereof. The Grantee shall throughout the construction period at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director of Drainage Services any damage caused by the Grantee, his servants, workmen and contractors to the Existing Sewage Pumping Station.
- (b) Upon possession of the lot being given to and taken by the Grantee in accordance with Special Condition No.(3)(a) of the Land Grant, possession of the Existing Sewage Pumping Station shall be deemed to be delivered by the Grantee to the Government for its exclusive use, occupation, management, maintenance and operation.
- (c) The Government shall have the absolute discretion at any time to permit its authorized persons and the public to use the Existing Sewage Pumping Station or any part or parts thereof.
- (d) The Grantee shall allow unrestricted and free access to the Existing Sewage Pumping Station for all Government vehicular and pedestrian traffic for the use, occupation and operation of the Existing Sewage Pumping Station.

### 14. Government Accommodation

#### Special Condition No.(16)

- (a) The Grantee shall :-

- (i) within 46 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene and the Director design, erect, construct, provide, complete and make fit for occupation and operation at such location and level within the lot as required or approved by the Director of Food and Environmental Hygiene and the Director, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed to the Land Grant ("**the Technical Schedules**") and the plans approved under Special Condition No.(17) of the Land Grant a refuse collection point ("**the Reprovision RCP**") with a net operational floor area of not less than 156 square metres.
- (ii) (I) on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director), within the areas shown coloured pink stippled black and pink cross-hatched black stippled black on the plan annexed to the Land Grant at his own expense and in all respects to the satisfaction of the Director of Drainage Services and the Director design, erect, construct, provide, complete and make fit for operation in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules and the plans approved under Special Condition No.(17) of the Land Grant an accommodation with such facilities including but not limited to ventilation, lighting and other electrical and mechanical facilities and installations as may be required for the Existing Sewage Pumping Station (excluding the generator within the area shown coloured pink cross-hatched black rippled black on the plan annexed to the Land Grant) (the said accommodation with facilities is referred to as "**the New DSD Accommodation**").
- (II) The New DSD Accommodation and the Existing Sewage Pumping Station are collectively referred to as "**the Drainage Services Accommodation**".

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(iii) The Reprovision RCP and the Drainage Services Accommodation 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 collectively referred to as "**the Government Accommodation**". For the avoidance of doubt, the Government Accommodation shall exclude the following:

- (I) such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively the Reprovision RCP or the Drainage Services Accommodation as may be permitted by the Director in accordance with these Conditions; and
- (II) structure of walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements except those for the Existing Sewage Pumping Station.

### 15. **Maintenance of the Government Accommodation**

#### Special Condition No.(24)

- (a) Without prejudice to the provisions of Special Condition No.(25) of the Land Grant, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(25)(a) of the Land Grant, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(37)(b) of the Land Grant and the expression "Government Accommodation" shall exclude the Existing Sewage Pumping Station.

#### Special Condition No.(25)

- (a) The Grantee shall indemnify and keep indemnified the Government and The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation ("**F.S.I.**" which expression shall if the context permits include its successors and assigns) from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
  - (i) which may exist at the respective dates of delivery of possession by the Grantee of the Government Accommodation or any part thereof; and
  - (ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Government Accommodation or any part thereof ("**Defects Liability Period**").
- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the

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

- (c) The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 30 days after the expiry of each and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (e) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(37)(b) of the Land Grant and the expression "Government Accommodation" shall exclude the Existing Sewage Pumping Station.

#### Special Condition No.(28)

- (a) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense and in all respects to the satisfaction of the Director maintain the following items ("**the Items**"):-
  - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation excluding those for the Existing Sewage Pumping Station;
  - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
  - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
  - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I..

### 16. **Recreational facilities**

#### Special Condition No.(30)

- (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto ("**the Facilities**") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition ("**the Exempted Facilities**"):



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- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(39)(a)(v) of the Land Grant;
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

### 17. **Pedestrian Link**

#### Special Condition No.(34)

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, passenger lifts, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director. The said segregated pedestrian ways or paths together with such stairs, ramps, passenger lifts, lightings and escalators are collectively referred to as "**the Pedestrian Link**".
- (b) The Pedestrian Link shall follow the shortest possible routes and shall be covered and constructed and designed so as to:
  - (i) link up each and every building to be erected on the lot at such locations and levels of the building as may be required or approved by the Director; and
  - (ii) link up all major facilities within the lot including the residential blocks, open space and the Covered Footbridge (as defined in Special Condition No.(35)(a) of the Land Grant).
- (c) The Grantee shall throughout the term agreed to be granted by the Land Grant manage and maintain at his own expense the Pedestrian Link in good and substantial repair and condition to the satisfaction of the Director.

### 18. **Covered Footbridge**

#### Special Condition No.(35)

- (a) The Grantee may at his own expense and in all respects to the satisfaction of the Director erect, provide and construct one single storey covered footbridge in the approximate position shown and marked "FB" on the plan annexed to the Land Grant ("**the Covered Footbridge**") together with all supports and connections as shall be required or approved by the Director (including those which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge). Subject to Special Condition No.(57)(a) of the Land Grant, the Covered Footbridge shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.

- (b) (i) The Covered Footbridge shall not be used for any purpose other than for the pedestrian passage on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (c) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge.
- (d) Notwithstanding anything to the contrary contained in these Conditions, throughout the term agreed to be granted by the Land Grant the Grantee shall at his own expense manage and maintain the Covered Footbridge, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I..

### 19. **Parking, loading and unloading requirements**

#### Special Condition No.(42)

- (a) The Grantee shall provide within the lot and to the satisfaction of the Director the following spaces:
  - (i) 59 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant and their bona fide guests, visitors or invitees ("**the Residential Parking Spaces**") unless the Director consents to such other number of spaces;
  - (ii) 10 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant unless the Director consents to such other number of spaces; and
  - (iii) the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Out of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are referred to



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as "**the Parking Spaces for the Disabled Persons**") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(ii) of this Special Condition and that the Grantee shall not designate or reserve all of the spaces provided under sub-clause (a)(ii) of this Special Condition to become the Parking Spaces for the Disabled Persons.

- (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at a rate of five percent of the total number of the spaces required to be provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition ("**the Residential Motor Cycle Parking Spaces**") unless the Director consents to such other rates provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with size of each such residential unit being less than 70 square metres or at such other rates as may be approved by the Director.

#### Special Condition No.(43)

- (a) The Grantee shall provide within the lot and to the satisfaction of the Director 4 spaces or such other number of spaces as may be approved by the Director for the loading and unloading of goods vehicles for the Residential Accommodation erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant, such loading and unloading space to be located adjacent to or within each block of residential unit.
- (b) Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to in sub-clause (a) of this Special Condition.

#### Special Condition No.(45)

- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

- (i) assigned except:
  - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant; or
  - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant,

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot under Special Condition No.(13)(a)(i) of the Land Grant.

#### Special Condition No.(46)

The spaces provided within the lot in accordance with Special Condition No.(42)(a)(ii) of the Land Grant, the Parking Spaces for the Disabled Persons and the spaces provided within the lot in accordance with Special Condition Nos.(42)(d) and (43) of the Land Grant shall be designated as and form part of the Common Areas.

#### 20. No hawkers

##### Special Condition No.(48)

The Grantee shall not permit or suffer any hawker to carry on business within the lot and the Covered Footbridge and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot and the Covered Footbridge shall be displayed prominently by the Grantee near all entrances to the lot. For the purposes of these Conditions, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap. 132), any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot and the Covered Footbridge".

#### 21. Cutting away

##### Special Condition No.(50)

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

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

### 22. **No rock crushing**

Special Condition No.(51)

No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

### 23. **Spoil or debris**

Special Condition No.(53)(a)

In the event of earth, spoil, debris, construction waste or building materials ("**the waste**") from the lot or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties ("**the Government Properties**"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government Properties. The Grantee shall indemnify and keep indemnified the Government from and against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

### 24. **Damage to Services**

Special Condition No.(54)

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas or the Green Stippled Black Areas or any combination of any of them or any part thereof (collectively "**the Services**"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval

in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Areas or the Green Stippled Black Areas or any combination of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas or the Green Stippled Black Areas or any combination of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

### 25. **Construction of drains and channels and connecting drains and sewers**

Special Condition No.(55)

- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

### 26. **Drainage Reserve**

Special Condition No.(56)

- (a) Except with the prior written approval of the Director and save and except the Existing Sewage Pumping Station and the New DSD Accommodation, no building, structure or foundation or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas of the lot shown coloured pink cross-hatched black hatched green, pink cross-



# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

hatched black, pink cross-hatched black stippled red, pink stippled black, pink cross-hatched black stippled black and pink cross-hatched black rippled black on the plan annexed to the Land Grant (the pink cross-hatched black hatched green area, pink cross-hatched black area, pink cross-hatched black stippled red area, pink stippled black area, pink cross-hatched black stippled black area and pink cross-hatched black rippled black area are collectively referred to as "**the Drainage Reserve**").

- (b) Notwithstanding the provisions contained in sub-clause (a) of this Special Condition but subject to Special Condition Nos.(13)(h) and (15)(a)(iii) of the Land Grant, building or buildings at first floor level and above may be erected or constructed over or above the Drainage Reserve provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the first floor and the ground level shall be final and binding upon the Grantee.
- (d) Throughout the term agreed to be granted by the Land Grant, the Director and his duly authorized officers, contractors, his or their workmen ("**the Authorized Persons for Drainage Reserve**") with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve ("**the Drainage Utilities**") which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Drainage Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Drainage Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

### 27. Existing Stormwater Drains

#### Special Condition No.(57)

- (a) The Grantee acknowledges that there are existing Government stormwater drains running across, through or under the lot as marked by continuous red lines on the plan annexed to the Land Grant ("**the Existing Stormwater Drains**"). Notwithstanding the provisions contained in these Special Conditions and except with the prior written consent of the Director of Drainage Services, no building or structure or foundation or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas measuring 3.0 metres from both sides of the Existing Stormwater Drains ("**the Stormwater Drains Reserve Areas**") save that subject to Special Condition No.(13)(h) of the Land Grant building or buildings at first floor level and above may be erected or constructed over or above the Stormwater Drains Reserve Areas provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the first floor and the ground level shall be final and binding upon the Grantee.

- (c) Throughout the term agreed to be granted by the Land Grant, the Director and his duly authorized officers, contractors, his or their workmen ("**the Authorized Persons for the Stormwater Drains Reserve Areas**") with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Stormwater Drains Reserve Areas ("**the Stormwater Drains Utilities**") which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Stormwater Drains Reserve Areas shall be placed within the Stormwater Drains Reserve Areas. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Stormwater Drains Reserve Areas which may obstruct access or cause excessive surcharge to the Stormwater Drains Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Stormwater Drains Reserve Areas. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.
- (e) The Grantee shall at his own expense within such time limit as may be specified by the Director or the Director of Drainage Services divert the Existing Stormwater Drains to such alignment or alignments as may be agreed by the Director and the Director of Drainage Services and such new stormwater drains so laid shall also form part of the Existing Stormwater Drains for the purpose of this Special Condition.

### 28. Existing Water Mains

#### Special Condition No.(58)

- (a) There is reserved unto the Government and the Water Authority, its or their officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress and at all times to, from and through the lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing any or all of the existing Government water mains running across, through or under the lot as marked by continuous blue lines on the plan annexed to the Land Grant ("**the Existing Water Mains**") and the existing flowmeter kiosk and its associated equipment therein within the lot as marked by a blue spot on the plan annexed to the Land Grant ("**the Existing Waterworks Installation**") provided that the person or persons exercising the aforesaid right shall take proper and adequate care and precaution to prevent any damage or injury to land, persons or properties in the exercise of the aforesaid right.
- (c) Notwithstanding the provisions contained in these Special Conditions and except with the prior written consent of the Water Authority, save and except the Existing Sewage Pumping Station no building or structure or foundation or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas measuring 2.5 metres from the centre lines of the Existing Water Mains and the Existing Waterworks Installations ("**the Waterworks Reserve Areas**") save that subject to Special Condition Nos.(13)(h) and (15)(a)(iii) of the



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## 批地文件的摘要

Land Grant building or buildings at first floor level and above may be erected or constructed over or above the Waterworks Reserve Areas provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the first floor and the ground level shall be final and binding upon the Grantee. No materials shall be placed or stacked nor vehicles parked on or within the Waterworks Reserve Areas.

- (d) No object, material or structure of whatsoever nature except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet within the Waterworks Reserve Areas.
- (e) Except with the prior written approval of the Water Authority, tree planting and site formation shall be prohibited within the Waterworks Reserve Areas.
- (f) If diversion of the Government water mains laid within the Waterworks Reserve Areas and reprovisioning of the Existing Waterworks Installation are required by the Grantee, the proposed routing has to be approved by the Water Authority and the cost of relocating the Government water mains shall be borne by the Grantee and such new water mains so laid and such new waterworks installation so provided shall also respectively form part of the Existing Water Mains and the Existing Waterworks Installation for the purpose of this Special Condition.
- (g) The Grantee shall pay to the Government on demand the costs of repair and reinstatement to any Government water mains, valves, valve pits or chambers, flowmeter and the like relating to the Government water mains which shall become necessary at any time during the term of the lease agreed to be granted by the Land Grant as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the lot by the Grantee, his servants, workmen and contractors and shall indemnify and keep indemnified the Government from and against any claim, action or demand arising therefrom.

### 29. **Protection of the Railway and the West Rail Structures and Installations**

#### Special Condition No.(59)

- (a) Prior to the commencement of any works whatsoever on the lot including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Grantee shall consult the MTR Corporation Limited ("**MTRCL**") so as to ensure that any such works do not damage, interfere with, obstruct or endanger the safety or the operation of the West Rail ("**the Railway**") and any railway works, structures, facilities or installations in relation to the Railway (which works, structures, facilities and installations are collectively referred to as "**the West Rail Structures and Installations**") in or passing through the lot or in the vicinity of the lot (as to which the decision of the Director shall be conclusive). If required by the Director the Grantee shall, at his own expense, take such measures and precautions as may be required by MTRCL to ensure the safety and the operation of the Railway and the West Rail Structures and Installations.
- (b) The Grantee shall comply with all Ordinances, by-laws and regulations relating to the Railway and the West Rail Structures and Installations.
- (c) The Grantee shall not interfere in any way with the construction, use and operation of the Railway and the West Rail Structures and Installations.

- (d) The Grantee shall at his own expense comply with all special requirements of the Director of Buildings, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway and the West Rail Structures and Installations.
- (e) Throughout the term agreed to be granted by the Land Grant, the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Railway and the West Rail Structures and Installations.

### 30. **No grave or columbarium permitted**

#### Special Condition No.(60)

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

# 16 SUMMARY OF LAND GRANT 批地文件的摘要

1. 期數位於元朗市地段第512號（「**該地段**」）。
2. 該地段乃根據2013年9月16日訂立之《新批土地契約》第21652號（「**批地文件**」）批授，批租年期為50年，由2013年9月16日至2063年9月15日止。

## 3. 用途限制

### 特別條款第(10)條

該地段或其任何部分或任何在該地段上興建或將興建之建築物或其任何部分，除用作非工業用途（不包括貨倉、酒店及加油站）外，不得用作任何其他用途。

## 4. 承批人須彌償

### 一般條款第4條

承批人（在批地文件一般條款第12(a)條定義）須對違反此等批地條款（在批地文件一般條款第12(b)條定義）或地政總署署長（「**署長**」）認為（他的看法是最終的及對承批人具約束力）因承批人使用該地段或開發或重新開發該地段或其中任何部分或在該地段進行任何活動或在其上進行任何其他工程，不論使用、開發或重新開發及該活動或工程是否符合或違反此等批地條款所造成毗鄰或毗連土地或該地段任何損害或土壤或地下水污染導致任何訴訟、司法程序、責任、要求、費用、開支、損失（不論是財政或其他方面）及各種索償彌償政府及使政府持續得到彌償。

## 5. 保養

### 一般條款第6條

- (a) 承批人須於整個批租期內根據此等批地條款進行建造或重建工程（本詞指下文(b)款所述的重新開發）：
- (i) 依照經批准的設計、布局或高度及任何經批准的建築圖則保養所有建築物，而不作任何變更或修改；
  - (ii) 保養所有已興建或依照此等批地條款或任何其後之合約修訂條文在批地文件日期後興建之建築物，以使其維修充足狀態良好，以及在批租期屆滿或提前終止時以同等保養狀態交還此等建築物。
- (b) 如在批租期內任何時間拆卸該地段或其任何部分的現有建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以署長批核的類型及價值之建築物替代。如根據上述進行拆卸，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書，並在收到該同意書的三個曆月內展開所需的重建的必要工程，並在署長指定的期限內完成至使署長滿意。

## 6. 私家街道、道路及巷道

### 一般條款第8條

任何按此等批地條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、渠道（污水及雨水渠道）、排水道及街燈，有關費用由承批人負擔，而其後的維修將以公帑支付。如該等私家街道、道路及巷道保留於批

租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、渠道及排水道及進行維修，以使署長在所有方面均滿意。如因公眾利益需要，署長可進行街燈裝置及保養。承租人須承擔裝設街燈的建設成本，並為裝設及保養街燈的工人及車輛提供進出批租範圍的免費進出權。

## 7. 綠色範圍及綠色加黑點範圍

### 特別條款第(4)條

#### (a) 承批人須：

- (i) 於2020年9月30日（或署長批准的其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：
  - (i) 鋪設及平整在批地文件附圖上以綠色，綠色間棕色斜綫及綠色間紫色斜綫顯示的未來公共道路範圍但不包括根據九廣鐵路公司條例第7A條已歸屬九廣鐵路公司以鐵路（在批地文件特別條款第(59)(a)條定義）為目的的部份土地或岩層土地（下統稱「**綠色範圍**」）；及
  - (ii) 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（下統稱「**構築物**」）以便於綠色範圍內的建築、汽車及行人的交通往來。
- (ii) 於2020年9月30日（或署長批准的其他日期）或之前，自費在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及
- (iii) 自費保養綠色範圍及構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色範圍或其任何部份按照批地文件特別條款第(5)條交還予政府為止。

#### (b) 承批人須：

- (i) 於2015年6月1日（或署長批准的其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：
  - (i) 鋪設及平整在批地文件附圖上以綠色加黑點及綠色加黑點間紫色斜綫顯示的未來公共道路範圍（下統稱「**綠色加黑點範圍**」）；及
  - (ii) 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（下統稱「**行人構築物**」）以便於綠色加黑點範圍內的行人的交通往來；
- (ii) 於2015年6月1日（或署長批准的其他日期）或之前，自費在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及
- (iii) 自費保養綠色加黑點範圍及行人構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色加黑點範圍按照批地文件特別條款第(5)條交還予政府為止。



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## 特別條款第(5)條

為進行批地文件特別條款第(4)條的所需工程，承批人將於批地文件日期該日獲授予綠色範圍及綠色加黑點範圍的管有權。綠色範圍及綠色加黑點範圍或其任何部份須按要求交回政府，且無論如何，如署長發信表示此等批地條款已獲符合並使其滿意，綠色範圍及綠色加黑點範圍則會被視為在該信件的日期交回政府。當承批人管有綠色範圍及綠色加黑點範圍或其任何部份時，承批人須於所有合理時間容許所有政府和公眾車輛及行人交通自由通過及行經綠色範圍及綠色加黑點範圍，此等通路不可受批地文件特別條款第(4)條或其他的工程影響或阻礙。

## 特別條款第(6)條

承批人不可以未經署長預先書面同意下使用綠色範圍及綠色加黑點範圍作儲存用途或興建任何臨時構建物或任何非批地文件特別條款第(4)條，第(14)(f)條及第(35)條所指定進行的工程的用途。

## 特別條款第(7)(a)條

當承批人管有綠色範圍及綠色加黑點範圍時，承批人須於所有合理時間：

- (i) 准許署長及其官員、承辦商及任何署長授權的人士自由進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以檢視、檢查及監督依據批地文件特別條款第(4)(a)及(4)(b)條進行的工程，及進行、檢視、檢查及監督批地文件特別條款第(4)(c)條的工程及任何其他署長認為於綠色範圍、綠色加黑點範圍或其任何部份必需的工程；
- (ii) 准許政府及政府授權有關的公共服務公司依政府及政府授權有關的公共服務公司所需進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份或毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有為擬向該地段或其毗連或相鄰土地或置所提供電話、電力、氣體(如有者)及其他服務的必需管道、電纜、導管、纜管或其他傳導體及附屬設備。承批人須於上述於綠色範圍及綠色加黑點範圍或其任何部份內進行的工程的所有事宜與政府及政府授權有關的公共服務公司充分合作；
- (iii) 准許水務監督的官員及他們授權的其他人士自由進出及再進出和行經及通過水務監督或該等授權人士所需進出、行經及通過的該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份進行有關操作、保養、維修、更換及更改任何其他水務裝設的工程；及
- (iv) 准許九廣鐵路公司的官員及他們授權的其他人士(不論有否連同工具、車輛、機器或裝置)在其所需的一切時間自由進出及再進出和行經及通過綠色範圍或其任何部份及任何在該範圍上已興建的建築物，以進行、檢視、檢查及監督任何有關鐵路及西鐵構築物和裝置(在批地文件特別條款第(59)(a)條定義)的操作、保養、維修、更換、改良及更改工程。

## 8. 建築規約

### 特別條款第(9)條

承批人須在一切方面符合本文件的條件及目前或任何時候在香港實施有關建築、衛生及規劃的一切法例、附例及規例下開發該地段，在該地段上興建建築物並於2020年9月30日或之前完工和使其適合佔用。

## 9. 保育樹木

### 特別條款第(11)條

未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出書面同意時，可對於樹木進行移植、補償性景觀美化工程或再植，施加他認為合適的條件。

## 10. 景觀美化

### 特別條款第(12)條

- (b) (ii) 該地段上不少於20%之範圍須種植樹木、灌木或其他植物。
- (iii) 在本特別條款第(b)(ii)條所指的20%範圍中不少於50% (下稱「**綠化範圍**」) 須位處署長全權酌情決定之位置或高度，以使行人可見或可讓進入該地段的人到達。
- (c) 承批人須自費在該地段內根據已批核的園景大綱總圖(下稱「**已批核園景大綱總圖**」) 進行園景美化工程，並在所有方面使署長滿意。未有署長事先書面同意前，不得修訂、更改、改動、修改或以另一圖則代替已批核園景大綱總圖。
- (d) 承批人須於此後自費維持及保養園景美化工程至安全、清潔、整齊、整潔及健康的狀態，以使署長在所有方面均滿意。
- (e) 根據此特別條款的園景美化範圍將被劃為並構成批地文件特別條款第(39)(a)(v)條所定義的公用地方。

## 11. 發展條款

### 特別條款第(13)條

受限於此等批地條款，在發展或重新發展(重建一詞只指批地文件一般條款第6條所定義之重建)該地段或其任何部分時：

- (a) 承批人只可在該地段上搭建、興建、提供及保養以下樓宇及設施：
  - (i) 供私人住宅用途的樓宇及設施(下稱「**住宅樓宇**」)，其總樓面面積不少於25,194平方米但不得超過41,990平方米；
  - (ii) 重置垃圾收集站(在批地文件特別條款第(16)(a)(i)條定義)；及
  - (iii) 渠務樓宇(在批地文件特別條款第(16)(a)(ii)(II)條定義)；
- (d) 在該地段上已建或擬建的任何建築物的總建築樓面面積必不可少於25,194平方米及不可多於41,990平方米；
- (e) (i) 根據批地文件特別條款第(13)(a)(i)條在該地段上興建或將興建的住宅單位數目須不少於720個；
- (ii) 在根據本特別條款第(e)(i)款提供之住宅單位中，不少於428個住宅單位之實用面積須不超過50平方米。

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## 12. 營運、管理及保養現有垃圾收集站，現有公共交通交匯處，現有輕型貨車停車位及現有單車停車位

### 特別條款第(14)條

#### (a) (i) 承批人確認：

- (I) 在該地段及綠色範圍內，在批地文件附圖中分別以粉紅色間棕色斜線及綠色間棕色斜線顯示並以「EXISTING RCP」標記的大概位置設有一個垃圾收集站（下稱「**現有垃圾收集站**」）；
- (II) 在該地段及綠色範圍內，在批地文件附圖中以「EXISTING PTI」顯示及標記的大概位置設有一個小巴總站及一個的士上落客區、的士站、一個傷殘人士停車位及一個上落貨停車位（下稱「**現有公共交通交匯處**」）；
- (III) 在該地段，綠色範圍及綠色加黑點範圍內，在批地文件附圖中分別以粉紅色間紫色斜線、綠色間紫色斜線及綠色加黑點間紫色斜線顯示並以「EXISTING LGV PARKING SPACES」標記的大概位置設有輕型貨車公眾停車位（下稱「**現有輕型貨車停車位**」）；及
- (IV) 在綠色加黑點範圍內置設有單車停車位（下稱「**現有單車停車位**」）。

(ii) 承批人不得干預現有垃圾收集站的公眾使用權及運作及未得食物環境衛生署署長書面批准前，承批人不得展開任何可能干預現有垃圾收集站運作的工程。現有垃圾收集站須保持運作，直至重置垃圾收集站（在批地文件特別條款第(16)(a)(i)條定義）落成及適合佔用和運作，令食物環境衛生署署長及署長滿意並將其開放予公眾使用為止。

(iii) 承批人不得干預現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位或其任何部分的公眾使用權及運作。未得運輸署署長書面批准前，承批人不得展開任何可能干預現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位或其任何部分的運作的工程。

(c) (i) 承批人須自費全面地進行修理、復修及還原因承批人、其傭僕、工人及承建商而導致現有垃圾收集站的任何損毀，使食物環境衛生署署長滿意，否則食物環境衛生署署長可展開任何其認為需要之修理、復修或還原工程，而承批人則須在政府要求時支付有關工程的費用。

(ii) 承批人須在現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位運作期間的所有時間自費保養現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位至整齊、清潔、良好及堅固的維修狀態（包括行人徑、平台、行車道及其他設施的日常清潔），以使署長在所有方面滿意。

(d) 政府有絕對酌情權在任何時間允許他們的授權人士及公眾使用現有垃圾收集站、現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位或其任何部分。

(e) 承批人須容許所有政府及公共車輛及行人不受限制地免費通行現有垃圾收集站、現有公共交通交匯處、現有輕型貨車停車位及現有單車停車位，政府將有絕對權利施行其於《道路交通條例》、《公共巴士服務條例》，以及該等條例下任何規例和任何修訂法例下之權力。

(f) (i) 在重置垃圾收集站落成後，承批人須自費將現有垃圾收集站遷移至重置垃圾收集站。

(ii) 承批人須自費，

- (I) 在重置垃圾收集站落成後的12個曆月內清拆及移除現有垃圾收集站，使署長在所有方面滿意；

(II) 在取得運輸署署長之前的書面批准及他對現有公共交通交匯處或其任何部分停止運作的確認後，清拆及移除現有公共交通交匯處或其任何不再運作的部分，使署長在所有方面滿意；及

(III) 在取得運輸署署長事前的書面批准及他對現有輕型貨車停車位或其任何部分停止運作的確認後，清拆及移除現有輕型貨車停車位或其任何不再運作的部分，使署長在所有方面滿意。

(k) 就此特別條款而言，「承批人」一詞並不包括承批人的受讓人，但包括批地文件特別條款第(37)(b)條下的受讓人。

## 13. 營運、管理及保養現有污水泵房

### 特別條款第(15)條

(a) (i) 承批人確認，在批地文件附圖中分別以粉紅色加黑點及粉紅色間黑色十字綫加黑點顯示的範圍設有一個污水泵房，及在批地文件附圖中以粉紅色間黑色十字綫加黑格顯示的範圍設有一個發電機（上述污水泵房及發電機下統稱「**現有污水泵房**」）。

(ii) 承批人不得干預現有污水泵房的運作。未得渠務署署長事先書面批准前，承批人不得展開任何可能干預現有污水泵房運作的建築工程。

(iii) 除有關新渠務署樓宇（在批地文件特別條款第(16)(a)(ii)(I)條定義）的建築工程外，未得渠務署署長事先書面批准前，不得在批地文件附圖中分別以粉紅色加黑點及粉紅色間黑色十字綫加黑點顯示且在香港主水平加14.5米以下的範圍內展開任何建築工程。

(iv) 承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，以防止現有污水泵房或其任何部份遭損壞。承批人須在整個建築期間自費維修、修復及還原所有由承批人、其傭僕、工人及承建商對現有污水泵房造成的損壞，且在一切方面令渠務署署長滿意。

(b) 在按批地文件特別條款第(3)(a)條將該地段的管有權給予承批人並由其取得管有權後，現有污水泵房的管有權將被視為已由承批人歸還予政府，供政府專有使用、佔用、管理、保養及營運。

(c) 政府有絕對酌情權在任何時間允許他們的授權人士及公眾使用現有污水泵房或其任何部分。

(d) 承批人須容許所有政府車輛及行人使用、佔用及營運現有污水泵房，不受限制地免費通行現有污水泵房。

## 14. 政府樓宇

### 特別條款第(16)條

#### (a) 承批人須：

- (i) 於批地文件日期起計46個曆月（或署長批准的其他延期）內，根據本文條款、批地文件附錄的技術明細表（「**技術明細表**」）及按批地文件特別條款第(17)條批准的圖則，以精工細作的方式，在食物環境衛生署署長及署長要求或批准的該地段內的位置及水平自費設計、搭建、建築、提供及完成一個淨營運面積不少於156平方米的垃圾收集站（「**重置垃圾收集站**」），並使之適合佔用及營運，並使食物環境衛生署署長及署長在一切方面滿意。



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- (ii) (I) 於2020年9月30日(或署長批准的其他日期)或之前,在批地文件附圖中分別以粉紅色加黑點及粉紅色間黑色十字綫加黑點顯示的範圍內,根據本文條款、技術明細表及按批地文件特別條款第(17)條批准的圖則,以精工細作的方式自費設計、搭建、建築、提供及完成一個樓宇連同現有污水泵房(不包括在批地文件附圖中以粉紅色間黑色十字綫加黑格顯示的範圍內的發電機)所需的該等設施,包括不限於通風、照明及其他電力及機械設施及裝置(上述樓宇及設施下稱為「**新渠務署樓宇**」),並使之適合營運,並使渠務署署長及署長在一切方面滿意。
- (II) 新渠務署樓宇及現有污水泵房統稱為「**渠務樓宇**」。
- (iii) 重置垃圾收集站及渠務樓宇連同署長可按其絕對酌情權判定(其判定為最終且對承批人有約束力)為專屬重置垃圾收集站及渠務樓宇的任何範圍、設施、服務設備及裝置統稱為「**政府樓宇**」。為免生疑,政府樓宇不包括以下項目:
  - (I) 署長根據本文條款准許的,並非專門服務重置垃圾收集站或渠務樓宇的電梯、扶手電梯、樓梯、機器、設備及其他設施;及
  - (II) 牆、柱、樑、天花、天台樓板、行車道/地台樓板結構及任何其他結構項件(現有污水泵房相關者除外)。

## 15. 維修政府樓宇

### 特別條款第(24)條

- (a) 在不影響批地文件特別條款第(25)條的規定下,承批人須在批地文件特別條款第(25)(a)條所指在保修期結束前的任何時候自費保養政府樓宇及其建築物維修設施處於良好狀態,在一切方面使署長滿意。
- (b) 僅就此特別條款而言,「承批人」一詞不包括承批人的受讓人,但包括按批地文件特別條款第(37)(b)條作出轉讓的承讓人;而「政府樓宇」一詞不包括「現有污水泵房」。

### 特別條款第(25)條

- (a) 承批人須對下列政府樓宇及其任何建築物維修設施的任何缺陷、失修、不完善、故障、失靈或其他未完成工程(不論是工藝、材料、設計或其他方面)造成或有關的一切索償、費用、要求、收費、損害、訴訟及各種司法程序彌償及使政府持續得到彌償和按《財政司司長法團條例》、其下的任何規例及任何修訂法例單獨成立的財政司司長法團(以下稱「**財政司司長法團**」,在上下文義允許之下,該詞意包括其繼承人及受讓人):
  - (i) 在承批人交還政府樓宇或其中任何部分的管有權之日已存在的;及
  - (ii) 在承批人交還政府樓宇或其中任何部分的管有權之日後的365天期間(「**保修期**」)產生或出現的。
- (b) 當署長或財政司司長法團或兩者要求時,承批人須在署長或財政司司長法團或兩者指定的時間內按其設定的標準及方式自費進行必要的保養、維修、更改、重建、糾正及任何其他工程,以便修復與糾正任何保修期產生或出現對政府樓宇或其中任何部分及其建築物維修設施的任何缺陷、失修、不完善、故障、失靈及未完成的工程。除以上所述,承批人須在署長或財政司司長法團或兩者指定的時間內按其設定的標準及方式自費彌補與修復在承批人交還其管有權之日在政府樓宇或其中任何部分及其建築物維修設施的任何缺陷、失修、不完善、故障、失靈及未完成的工程。

- (c) 署長或財政司司長法團或兩者將在保修期結束之前,安排人員視察政府樓宇及其建築物維修設施,旨在指出明顯的任何缺陷、失修、不完善、故障、失靈及未完成的工程。署長和財政司司長法團各自保留權利在保修期結束後的30天內向承批人發出缺陷清單,列明政府樓宇及其建築物維修設施明顯存在的任何缺陷、失修、不完善、故障、失靈及未完成的工程。承批人須在署長或財政司司長法團或兩者指定的時間內按其設定的標準及方式自費安排對其進行一切必要的工程,以彌補與修復該等缺陷。
- (e) 僅就此特別條款而言,「承批人」一詞不包括承批人的受讓人,但包括按批地文件特別條款第(37)(b)條作出轉讓的承讓人,及「政府樓宇」一詞不包括現有污水泵房。

### 特別條款第(28)條

- (a) 承批人須在批地文件同意批租的年期內自費保養下列項目(「**項目**」),在一切方面使署長滿意:
  - (i) 政府樓宇之外飾面以及政府樓宇內、周圍、上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板結構及任何其他結構項件(現有污水泵房相關者除外);
  - (ii) 服務政府樓宇及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯;
  - (iii) 服務政府樓宇及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備(包括但不限於攜帶式及固定式消防裝置及設備);及
  - (iv) 服務政府樓宇及該地段的發展項目餘下部分的一切其他公用部分及設施。
- (b) 承批人須對其因未能保養該等項目而產生或造成的一切任何性質的責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及要求彌償政府和財政司司長法團和使其持續得到彌償。
- (c) 就此特別條款而言,「承批人」一詞不包括財政司司長法團。

## 16. 康樂設施

### 特別條款第(30)條

- (a) 承批人可在該地段搭建、建造及提供經署長書面批准的康樂設施及附屬設施(下稱「**設施**」)。設施的類型、大小、設計、高度和規劃亦須事前獲得署長書面批准。
- (c) 如設施的任何部分根據本特別條款第(b)款獲豁免計入總樓面面積(下稱「**獲豁免設施**」):
  - (i) 獲豁免設施須被劃為並構成批地文件特別條款第(39)(a)(v)條所指的公用地方;
  - (ii) 承批人須自費以良好及充足維修的狀態保養及運作獲豁免設施,以使署長滿意;及
  - (iii) 獲豁免設施只可供現已或將會於該地段上搭建之住宅大樓的居民及其真正訪客而非其他人士使用。

## 17. 行人連廊

### 特別條款第(34)條

- (a) 承批人須自費按照署長要求或批准的位置、方式、物料、標準、高度、定綫及設計,鋪設、平整、提供、建造和表面整飾分段的行人道或行人徑(連同署長全權酌情要求的樓梯、斜道、乘客升降機、照明裝置及自動扶手梯),以作本特別條款第(b)款所指明的用途,以使署長在所有方面滿意。該等

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分段的行人道或行人徑（連同該等樓梯、斜道、乘客升降機、照明裝置及自動扶手梯）合稱「行人連廊」。

- (b) 行人連廊須採取最短的可能路綫，並興建上蓋、建造及設計以符合以下要求：
- (i) 於署長要求或批准的指定位置和高度接通將建於該地段上的每座建築物；及
  - (ii) 接連該地段內所有主要設施，包括住宅大樓、休憩用地及有蓋行人天橋（按批地文件特別條款第(35)(a)條定義）。
- (c) 在批地文件協定的整個批租年期內承批人須自費管理及保養行人連廊至良好及充足的維修狀態，以使署長滿意。

## 18. 有蓋行人天橋

### 特別條款第(35)條

- (a) 承批人須於自費於批地文件附圖中以“FB”顯示及標示之大概位置搭建、提供及興建署長要求或批准的一條單層有蓋行人天橋（以下稱為「有蓋行人天橋」）及所有支座及連接路（包括署長在其絕對酌情權下認為就任何有蓋行人天橋未來延展部份而言需要之支座及連接路），以使署長在所有方面滿意。受限於批地文件特別條款第(57)(a)條，有蓋行人天橋須以署長要求及批准的方式、物料、標準、高度、定綫、布局及設計興建，包括但不限於署長在其酌情權下要求提供及興建的支座、斜路、附連的樓梯及平台、自動扶手梯、升降機、內部和外部裝置及設備及照明設備。
- (b) (i) 除公眾可以步行或輪椅方式作通行外，有蓋行人天橋不得用作其他用途。
- (ii) 除非署長另行批准或要求，承批人不可使用或允許或容忍他人使用有蓋行人天橋任何部分（不論外部或內部）作廣告用途或展示任何招牌、告示或海報。
- (iii) 承批人不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在有蓋行人天橋之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (c) 承批人須就承批人、其傭僕、工人及承建商就興建、改動、維修及保養有蓋行人天橋有關的任何行為或遺漏而引致或關連的所有任何形式的責任、訴訟、法律程序、費用、申索、支出、損失、損害、開支及要求，彌償政府、其官員、代理人、承建商、工人或其他妥為授權的人士及使其持續得到彌償。
- (d) 即使此等特別條款另有規定，在批地文件協定的整個批租年期內承批人須自費管理及保養有蓋行人天橋或其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。
- (e) 就此特別條款而言，「承批人」一詞並不包括財政司司長法團。

## 19. 停車、上貨及落貨要求

### 特別條款第(42)條

- (a) 承批人於該地段內提供以下的停車位，以使署長滿意：
- (i) 59個按《道路交通條例》及其下的規例或任何修訂法例所定義、並屬於按批地文件特別條款第(13)(a)(i)條在該地段上已興建或將興建的建築物內的住宅單位住客及其真正來賓、訪客或獲邀請人的汽車停泊的停車位（下稱「住宅停車位」），除非署長允許其他數目；

(ii) 10個按《道路交通條例》及其下的規例或任何修訂法例所定義、並屬於在批地文件特別條款第(13)(a)(i)條下在該地段上已興建或將興建的建築物內的住宅單位住客的真正來賓、訪客或獲邀請人的汽車停泊的停車位，除非署長允許其他數目；及

(iii) 在本特別條款第(a)(i)及(a)(ii)款下所提供之停車位，除在該條款各自規定的用途外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

- (b) (i) 在按本特別條款第(a)(i)及(a)(ii)款提供的停車位中，承批人須預留及指定建築事務監督所要求及批准的數目的停車位，以供《道路交通條例》及其下的規例或任何修訂法例所定義的傷殘人士停泊汽車（如此預留及指定的停車位下稱「傷殘人士停車位」），惟必須最少預留及指定按本特別條款第(a)(ii)款提供的停車位中最少一個停車位作傷殘人士停車位且承批人不可以預留及指定按本特別條款第(a)(ii)款提供的停車位全數作傷殘人士停車位。

(ii) 除供屬於該地段上已興建或將興建的建築物的居民及其真正來賓、訪客或獲邀請人停泊屬其按《道路交通條例》及其下的規例或任何修訂法例所定義的傷殘人士汽車外，傷殘人士停泊車位不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

- (c) (i) 除非署長同意採用其他比率，該地段內須提供相等於按本特別條款第(a)(i)條及(a)(ii)款提供的停車位總數百分之五的停車位，以供《道路交通條例》及該條例下任何規例和任何修訂法例下領牌的電單車停泊（下稱「住宅電單車停車位」），以使署長滿意。如提供的停車位數目為小數，該數目須調整至下一個整數。

(ii) 住宅電單車停車位只能用作停泊根據《道路交通條例》及該條例下任何規例和任何修訂法例下領牌的及屬於按批地文件特別條款第13(a)(i)條在該地段已建或擬建住宅單位住客及其真正來賓、訪客或獲邀請人的電單車，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

- (d) 該地段內必須提供的單車停車位供按批地文件特別條款第13(a)(i)條在該地段上已建或擬建住宅單位的住戶及其真正來賓、訪客或獲邀請人停泊屬於他們的單車，該等單車停車位須按每15個住宅單位或其中部分（每個住宅單位的面積少於70平方米）一個單車停車位之比率或署長批准的其他比率在該地段內提供，使署長滿意。

### 特別條款第(43)條

(a) 承批人必須按在該地段內提供4個或署長批准的其他數目的停車位，供按批地文件特別條款第(13)(a)(i)條在該地段已建或擬建的住宅樓宇上落貨物，該上落貨物停車位須設置在每座住宅單位大廈之內或旁邊。

- (b) 此等停車位除供與本特別條款第(a)款所述的建築物有關的貨車上落貨物外，不得用作任何其他用途。

### 特別條款第(45)條

(a) 即使已遵守與履行本文件的條件及獲署長滿意，住宅停車位及住宅電單車停車位不得：



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- (i) 轉讓，除非
  - (I) 連同賦予按批地文件特別條款第13(a)(i)條在該地段上已興建或將興建的建築物的住宅單位的獨家使用及管有權的不可分割份數一並轉讓；或
  - (II) 乃轉讓予一名已擁有賦予按批地文件特別條款第13(a)(i)條在該地段上已興建或將興建的建築物的住宅單位的專有使用及管有權的不分割份數的人士；或
- (ii) 分租，除非租予按批地文件特別條款第13(a)(i)條在該地段上已興建或將興建的建築物的住宅單位的住客。

惟在任何情況下，不得把合共超過3個住宅停車位轉讓予按批地文件特別條款第(13)(a)(i)條在該地段上已興建或將興建的建築物的任何一個住宅單位的業主或分租予任何一個住宅單位的住客。

## 特別條款第(46)條

按批地文件特別條款第(42)(a)(ii)條在該地段內提供的停車位、傷殘人士停車位及按批地文件特別條款第(42)(d)條及(43)條在該地段內提供的停車位須指定為並構成公用地方之部分。

## 20. 禁止小販

### 特別條款第(48)條

承批人不得允許或容忍任何小販在該地段及有蓋行人天橋擺賣，如發現任何小販擺賣則須將之驅離。承批人須在該地段及有蓋行人天橋所有入口附近當眼處張貼告示，說明禁止小販在該地段及有蓋行人天橋內擺賣。就此特別條款而言，「小販」之釋義以《公眾衛生及市政條例》(香港法例第132章)第2條及該條例下任何規例和任何修訂法例所訂為準，惟就此特別條款而言，釋義(a)段中「公眾地方」字眼將會略去，並以「該地段內及有蓋行人天橋」取代。

## 21. 削土

### 特別條款第(50)條

- (a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論事前是否獲署長書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造現時或將來不時需要的該等斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何相鄰或毗鄰的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人須時刻在批地文件協定的整個批租年期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保持其良好充足的維修狀態，至使署長滿意。
- (c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何相鄰或毗鄰政府或已批租土地發生任何滑土、山泥傾瀉或地陷，承批人須自費將之回復原貌及修復以使署長滿意，並承諾向政府、其代理人及承建商彌償因此等滑土、山泥傾瀉或地陷而引致其蒙受或招致的任何費用、支出、損失、索償及申索。
- (d) 除批地文件內訂明有關違反此等批地條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工

程或要求將發生滑土、山泥傾瀉或地陷之處回復原貌及修復。如承批人忽略或沒有於指明時間內履行該通知內的要求，署長可立即執行及展開所須的工程而承批人須在收到通知要求後向政府償還相關的成本與及任何行政或專業費用和支出。

## 22. 不准使用碎石機

### 特別條款第(51)條

未經署長預先書面批准，不准在該地段使用碎石機。

## 23. 廢土或泥頭碎礫

### 特別條款第(53)(a)條

如有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料(下稱「廢物」)堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水管、雨水渠或明渠或其他政府產業(下稱「政府物業」)，承批人須自費移除廢物，並修復對政府物業造成的損毀。承批人須就任何因該等廢物而導致私人物業蒙受損毀或滋擾所引起的所有法律行動、申索及索償向政府作出彌償。

## 24. 對公用設施的損害

### 特別條款第(54)條

承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程(下稱「工程」)時，以免損害、干擾或阻礙該地段或其任何部分、綠色範圍(根據批地文件定義並於批地文件附圖上顯示)，或其任何組合或部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電綫、公用事業設施或任何其他工程或裝置(以下合稱「公用設施」)。承批人須在進行工程前按需要進行或達致進行妥善勘測及查詢，以確定公用設施的現有位置及水平高度，並須向署長提交計劃書，述明其建議如何處理可能受工程影響的公用設施，以獲取署長在所有方面的批准。承批人須待署長書面批准承批人的工程及計劃書後，方可展開工程。承批人須自費符合所有署長在作出批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因工程對該地段或其任何部分、綠色範圍或該地段或其任何部分與綠色範圍或任何公用設施造成任何損害、干擾或阻礙，承批人須自費全面地進行修理、復修及還原工程，至使署長滿意(除署長另作選擇，明渠、污水管、雨水渠、總水管之復修工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用)。若承批人未有在該地段或其任何部分、綠色範圍或該地段或其任何部分與綠色範圍或任何公用設施展開任何所需的改道、重鋪、修理、復修及還原工程致使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、復修及還原工程，而承批人則須在政府要求時支付有關工程的費用。

## 25. 建造渠道及水渠及連接渠道及污水管

### 特別條款第(55)條

- (a) 承批人須自費建造及保養該地段邊界內或政府土地上署長認為必要的排水渠及渠道，從而將落於或流於該地段上的一切暴雨或雨水截流及引導到最接近的河道、集水井、渠道或政府雨水渠，至使署長滿意。承批人須自行承擔對此等暴雨或雨水所造成的任何損害或滋擾而導致的一切法律行動、申索及索償，並向政府及其官員提供彌償。



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(b) 該地段的任何排水渠及污水渠連接至政府的雨水渠及污水渠（如已建及啟用）的工程可由署長進行，而署長無須對承批人就此產生的任何損失或損害負責。承批人須按要求向政府支付此等連接工程的成本費用。或者，上述連接工程可由承批人自費進行，至使署長滿意。在此情況下，若上述連接工程的任何一段在政府土地內興建，其必須由承批人自費保養，直至承批人按要求移交給政府並由政府出資負責往後的保養。承批人須按要求向政府支付有關上述連接工程的技術審查之成本費用。若承批人未能保養建於政府土地內的上述連接工程之任何一段，署長可在其認為必要的情況下進行該等工程，而承批人須按要求向政府支付該等工程的成本費用。

## 26. 排水保留區

### 特別條款第(56)條

- (a) 除非獲署長預先書面批准，及除現有污水泵房及新渠務署樓宇外，不能在批地文件附錄的圖則上用粉紅色間黑色十字綫間綠色斜綫、粉紅色間黑色十字綫、粉紅色間黑色十字綫加紅點、粉紅色加黑點、粉紅色間黑色十字綫加黑點及粉紅色間黑色十字綫加黑格顯示的範圍（粉紅色間黑色十字綫間綠色斜綫範圍、粉紅色間黑色十字綫範圍、粉紅色間黑色十字綫加紅點範圍、粉紅色加黑點範圍、粉紅色間黑色十字綫加黑點範圍及粉紅色間黑色十字綫加黑格範圍在下文統稱為「**排水保留區**」）之上、上方、之下、上方、下面或之內搭建或建築或安置任何建築物、構築物、地基或任何建築物或構築物的承托物。
- (b) 即使本特別條件第(56)(a)條有任何規定但受限於批地文件特別條款第(13)(h)條及第(15)(a)(iii)條，在排水保留區之上面或以上可以搭建或建築一層樓高或以上的建築物，惟從地面向上延伸不少於5.1米的淨空間。就此特別條款而言，署長對一層樓高和地面水平的定義是最終的及對承批人具約束力。
- (d) 在批地文件同意批租的年期內，署長和他正式授權的官員、承建商、他的或他們的工人（統稱「**排水保留區認可人士**」）有權帶上或不帶工具、設備、機器或車輛自由及不受限制地在任何時間內出入及再出入該地段，旨在鋪設、視察、維修及保養署長可要求或授權穿過、經過排水保留區或其下的任何排水渠、污水渠、渠道、排水渠、設施及其他一切服務（「**排水設施**」）。排水保留區內不可放置任何性質的物件或材料，以致可能阻塞或造成排水設施額外排水。如果署長認為（他的看法是最終的及對承批人具約束力）在排水保留區內有任何物件或材料阻塞或造成排水設施額外排水，署長有權書面通知承批人，由承批人出資清拆或移走該等物件或材料，以使其在一切方面使署長滿意。如果承批人忽略或未能在書面通知指定的時期內執行該通知，或在緊急情況下，署長可進行他認為必要的清拆、移走及修復工程，承批人須在收到要求通知時支付上述工程費用給政府。

## 27. 現有雨水排水渠

### 特別條款第(57)條

- (a) 承批人確認有現有雨水排水渠穿過、經過該地段或在其下，其在批地文件附圖上以紅色連續綫標示（「**現有雨水排水渠**」）。儘管本文特別條款另有規定，及除非得到渠務署署長事先書面同意，不可在現有雨水排水渠上、以上、下、之上、之下或其兩側3.0米範圍（「**雨水排水渠保留區**」）內搭建或建築或放置建築物或構築物或任何建築物或構築物的地基或支持物，但受限於批地文件特別條款第(13)(h)條，在雨水排水渠保留區之上面或以上可以搭建或建築一層樓高或以上的建築物，惟從地面向上延伸不少於5.1米的淨空間。就此特別條款而言，署長對一層樓高和地面水平的定義是最終的及對承批人具約束力。

(c) 在批地文件同意批租的年期內署長和他正式授權的官員、承建商、他的或他們的工人（統稱「**雨水排水渠保留區認可人士**」）有權帶上或不帶工具、設備、機器或車輛自由及不受限制地在任何時間內出入及再出入該地段，旨在鋪設、視察、維修及保養署長可要求或授權穿過、經過雨水排水渠保留區或其下的任何排水渠、污水渠、渠道、排水渠、設施及其他一切服務（「**雨水排水設施**」）。在雨水排水渠保留區內不可放置任何性質的物件或材料，以致可能阻塞或造成雨水排水設施額外排水。如果署長認為（他的看法是最終的及對承批人具約束力）在雨水排水渠保留區內有任何物件或材料阻塞或造成雨水排水設施額外排水，署長有權書面通知承批人，由承批人出資清拆或移走該等物件或材料，以使其在一切方面使署長滿意。如果承批人忽略或未能在書面通知指定的時期內執行該通知，或在緊急情況下，署長可進行他認為必要的清拆、移走及修復工程，承批人須在收到要求通知時支付上述工程費用給政府。

(e) 承批人須自費在署長或渠務署署長指定的時限內，將雨水排水渠改道至署長及渠務署署長同意的定綫。就此特別條款而言，該等新鋪設的雨水排水渠亦屬現有雨水排水渠的一部分。

## 28. 現有總水管

### 特別條款第(58)條

- (a) 現保留予政府及水務監督、其官員、水務監督指定的其他政府部門的官員、承建商、獲准用人、由水務監督或其他指定政府部門或其妥為授權的承建商或獲准用人聘用的工人，有權帶上或不帶工具、設備、機器或車輛自由及不受限制地在任何時間內出入及再出入該地段或其任何部份，旨在視察、營運、保養、維修及更新任何或所有穿過、經過該地段或其下的現有政府總水喉（其在批地文件附圖上以藍色連續綫標示）（「**現有總水喉**」）及該地段內的現有流量錶站及其相關設備（其在批地文件附圖上以藍色點標示）（「**現有水務裝置**」），惟行使上述權利的人士須採取適當及足夠的謹慎和預防措施，防止在行使上述權利期間對任何土地、人士或財產造成任何損害或損傷。
- (c) 儘管本文特別條款另有規定，及除非得到水務監督事先書面同意，除現有污水泵房外，不可在現有總水喉上、以上、下、之上、之下或自現有總水喉及現有水務裝置中綫起計2.5米範圍（「**水務保留區**」）內搭建或建築或放置建築物或構築物或任何建築物或構築物的地基或支持物，但受限於批地文件特別條款第(13)(h)及(15)(a)(iii)條，在水務保留區之上面或以上可以搭建或建築一層樓高或以上的建築物，惟從地面向上延伸不少於5.1米的淨空間。就此特別條款而言，署長對一層樓高和地面水平的定義是最終的及對承批人具約束力。在水務保留區內不可放置或堆積任何物料或停泊任何車輛。
- (d) 在水務保留區內，除在任何活門蓋周邊1.5米之範圍內或水栓龍頭起計1米之距離內可鋪設草皮外，不可放置任何物件、材料或任何形式的構築物。
- (e) 除非獲水務監督事先書面批准，水務保留區內不得種植樹木及進行地盤平整。
- (f) 如承批人需要將水務保留區內鋪設的政府總水管作出分流或重置現有水務裝置，計劃的路綫須事前經水務監督批准，而有關的政府總水管的重置成本須由承批人負責。該等新鋪設的總水管及提供的新水務裝置亦屬現有總水管及現有水務裝置的一部分。
- (g) 承批人須在政府要求下，向政府支付在批地文件同意批租年期期間任何時間因承批人造成損害或承批人、其傭僕、工人及承建商在該地段上、以上、下、之上、之下或之內進行的其他活動而所需的維修及重置任何政府總水喉、閘、閘井或室、流量錶或有關政府總水喉的其他類似項目的費用，承批人並須彌償政府及使其持續得到彌償就上述者而引致的任何申索、訴訟或要求。



# 16 SUMMARY OF LAND GRANT 批地文件的摘要

## 29. 保護鐵路及西鐵構築物及裝置

### 特別條款第(59)條

- (a) 承批人在該地段展開任何工程包括但不限於地盤勘測工程、打樁或其他基礎工程及其他土木工程及建築工程之前，必須諮詢香港鐵路有限公司（「港鐵」），以確使該等工程沒有損壞、干涉、阻礙或危及該地段之內或經過該地段或該地段附近的西鐵（「鐵路」）和西鐵有關的任何鐵路工程、構築物、設施或裝置（署長對其作出的決定是最終的）（該等鐵路工程、構築物、設施及裝置在下文統稱為「西鐵構築物及裝置」）的安全或運作，如果署長要求，承批人須自費採取港鐵要求的措施及預防措施，確保鐵路及西鐵構築物及裝置的安全及運作。
- (b) 承批人須遵守所有有關鐵路及西鐵構築物及裝置的條例、附屬法例及規例。
- (c) 承批人不得以任何形式干涉鐵路及西鐵構築物及裝置的建造、使用及營運。
- (d) 承批人須自費履行符合所有由屋宇署署長、消防處處長及所有相關政府部門及法定機構發出而關乎建造（包括應用的物料）、維修及保養與鐵路及西鐵構築物及裝置連接或相近的一座或多座樓宇的任何部分的所有特別要求。
- (e) 承批人須在批地文件同意批租的年期內，遵守與履行屋宇署署長對保護鐵路及西鐵構築物及裝置所施加的一切要求，使屋宇署署長滿意。

## 30. 不允許墳墓或骨灰龕

### 特別條款第(60)條

不准在該地段搭建或製作墳墓或骨灰龕，亦不能在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

# 17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### A. Information on any facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

#### 1. Green Areas and Green Stippled Black Areas

- Under Special Condition No.(4)(a)(i) of the Land Grant, the Grantee shall on or before the 30<sup>th</sup> day of September 2020 (or such other dates, as may be approved by the Director of Lands (“**Director**”)) lay and form the Green Areas (as defined in the Land Grant) and to provide and construct the Structures (as defined in the Land Grant) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.
- Under Special Condition No.(4)(b)(i) of the Land Grant, the Grantee shall on or before the 1<sup>st</sup> day of June 2015 (or such other dates, as may be approved by the Director) lay and form the Green Stippled Black Areas (as defined in the Land Grant) and to provide and construct the Pedestrian Structures (as defined in the Land Grant) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

#### Relevant provisions in the Land Grant

##### Special Condition No.(4)(a)

“The Grantee shall:

- on or before the 30<sup>th</sup> day of September 2020 (or such other dates, as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - lay and form those portions of future public roads shown coloured green, green hatched brown and green hatched purple on the plan annexed hereto but excluding part of land or stratum of land which has been vested in Kowloon-Canton Railway Corporation pursuant to Section 7A of the Kowloon-Canton Railway Corporation Ordinance for the purpose of the Railway (as defined in Special Condition No.(59)(a) hereof) (collectively “**the Green Areas**”); and
  - provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively “**the Structures**”)so that building, vehicular and pedestrian traffic may be carried on the Green Areas;
- on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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; and
- maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) hereof.”

##### Special Condition No.(4)(b)

“The Grantee shall:

- on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - lay and form those portions of future public roads shown coloured green stippled black and green stippled black hatched purple on the plan annexed hereto (collectively “**the Green Stippled Black Areas**”); and
  - provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively “**the Pedestrian Structures**”)so that pedestrian traffic may be carried on the Green Stippled Black Areas;
- on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Areas 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; and
- maintain at his own expense the Green Stippled Black Areas together with the Pedestrian Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) hereof.”

##### Special Condition No.(5)

“For the purpose only of carrying out the necessary works specified in Special Condition No.(4) hereof, the Grantee shall on the date hereof be granted possession of the Green Areas and the Green Stippled Black Areas. The Green Areas and the Green Stippled Black Areas or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Areas and the Green Stippled Black Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof allow free access over and along the Green Areas and the Green Stippled Black Areas or such part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(4) hereof or otherwise.”

##### Special Condition No.(6)

“The Grantee shall not without the prior written consent of the Director use the Green Areas and the Green Stippled Black Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos.(4), (14)(f) and (35) hereof.”



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

## Special Condition No.(7)(a)

"The Grantee shall at all reasonable times while he is in the possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof:

- (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos.(4)(a) and 4(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(c) hereof and any other works which the Director may consider necessary in the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas and the Green Stippled Black Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing replacement and alteration of any other waterworks installations within the Green Areas and the Green Stippled Black Areas or any part or parts thereof; and
- (iv) permit the officers of the Kowloon-Canton Railway Corporation and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Green Areas or any part or parts thereof and any building or buildings erected thereon as the officers of the Kowloon-Canton Railway Corporation or such authorized persons may require at all times with or without tools, vehicles, machinery or equipment for the purpose of the carrying out, inspecting, checking and supervising of any works in relation to the operation, maintenance, repairing, replacement, improvement and alteration of the Railway and the West Rail Structures and Installations (as defined in Special Condition No.(59)(a) hereof)"

## Relevant provisions in the Deed of Mutual Covenant

Nil.

## 2. Government Accommodation

- Under Special Condition No.(16)(a)(i) of the Land Grant, the Grantee shall within 46 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director) design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner and in accordance with the Land Grant, the Technical Schedules annexed to the Land Grant ("**the Technical Schedules**") and the plans approved under Special Condition No.(17) of the Land Grant the Reprovision RCP (as defined in the Land Grant).
- Under Special Condition No.(16)(a)(ii) of the Land Grant, the Grantee shall on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director) design, erect, construct, provide, complete and make fit for operation in a good workmanlike manner and in accordance with the Land Grant, the Technical Schedules annexed to the Land Grant and the plans approved under Special Condition No.(17) of the Land Grant the New DSD Accommodation (as defined in the Land Grant) within the areas shown coloured pink stippled black and pink cross-hatched black stippled black on the plan annexed to the Land Grant.

## Relevant provisions in Land Grant

### Special Condition No.(16)(a)

"The Grantee shall :-

- (i) within 46 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene and the Director design, erect, construct, provide, complete and make fit for occupation and operation at such location and level within the lot as required or approved by the Director of Food and Environmental Hygiene and the Director, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed hereto ("**the Technical Schedules**") and the plans approved under Special Condition No.(17) hereof a refuse collection point ("**the Reprovision RCP**") with a net operational floor area of not less than 156 square metres.
- (ii) (I) on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director), within the areas shown coloured pink stippled black and pink cross-hatched black stippled black on the plan annexed hereto at his own expense and in all respects to the satisfaction of the Director of Drainage Services and the Director design, erect, construct, provide, complete and make fit for operation in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules and the plans approved under Special Condition No.(17) hereof an accommodation with such facilities including but not limited to ventilation, lighting and other electrical and mechanical facilities and installations as may be required for the Existing Sewage Pumping Station (excluding the generator within the area shown coloured pink cross-hatched black rippled black on the plan annexed hereto) (the said accommodation with facilities is referred to as "**the New DSD Accommodation**").  
(II) The New DSD Accommodation and the Existing Sewage Pumping Station are collectively referred to as "**the Drainage Services Accommodation**".
- (iii) The Reprovision RCP and the Drainage Services Accommodation 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 collectively referred to as "**the Government Accommodation**". For the avoidance of doubt, the Government Accommodation shall exclude the following:

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

- (I) such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively the Reprovision RCP or the Drainage Services Accommodation as may be permitted by the Director in accordance with these Conditions; and
- (II) structure of walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements except those for the Existing Sewage Pumping Station."

## Special Condition No.(16)(b)

"The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof."

## Special Condition No.(22)(a)

"Subject to Special Condition No. (15)(b) hereof, the Grantee shall when called upon so to do by the Director assign to F.S.I. with vacant possession, free from encumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or any part thereof and the Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which or such part thereof a certificate of completion shall have been issued under Special Condition No. (23) hereof within such time or times as may be specified in writing by the Director."

## Special Condition No.(24)

- (a) Without prejudice to the provisions of Special Condition No.(25) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(25)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(37)(b) hereof and the expression "Government Accommodation" shall exclude the Existing Sewage Pumping Station."

## Special Condition No.(27)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (22) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (23) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate."

## Special Condition No.(28)

- (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items ("**the Items**"):-
  - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation excluding those for the Existing Sewage Pumping Station;

- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
- (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

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

## Relevant provisions in Deed of Mutual Covenant

### Section B, Definitions

"**Government Accommodation**" means the Reprovision RCP and the Drainage Services Accommodation 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 all Owners), and for the avoidance of doubt, shall exclude (i) such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively the Reprovision RCP or the Drainage Services Accommodation as may be permitted by the Director in accordance with the Government Grant; and (ii) structure of walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements except those for the Existing Sewage Pumping Station as referred to under Special Condition No.(16)(a)(iii) of the Government Grant and for the purpose of identification only the Reprovision RCP and the Drainage Services Accommodation are as shown (where possible and capable of being shown) coloured Orange and Green respectively on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;"

"**Government Accommodation Services**" means those services and facilities serving exclusively the Government Accommodation or any part thereof;"

"**Items**" means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation excluding those for the Existing Sewage Pumping Station; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Development as referred to in Special Condition No.(28)(a) of the Government Grant;"

### Section E, Clause 8

"The Owner of the Government Accommodation shall be responsible for the maintenance and management of all parts of the Government Accommodation (excluding the Items) but not any other part of the Development nor any areas, facilities or services outside the Land."



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## Section E, Clause 9

"All Owners (save and except FSI as Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items under Special Condition No.(28)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and FSI against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or as a consequence of the failure to maintain, manage or repair the Items."

## Section I, Clause 1(b)(xxxix)

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

(xxxix) Subject to Clause 9 of Section E of this Deed, to carry out such works as the Manager may consider necessary in relation to the maintenance, management and repair of the Items."

## Section J, Clause 1(z) and Proviso

"The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Development 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 Development (save and except the Owner of the Government Accommodation) in the manner herein provided:-

(z) the costs of maintaining, managing and repairing the Items;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the Development and for the replacement of installations, systems, equipment and apparatus within the Common Areas and the Common Services and Facilities which shall be payable out of the Special Fund hereinafter mentioned;

PROVIDED THAT FSI as Owner of the Government Accommodation shall not be liable for the management and maintenance charges whatsoever incurred in respect of the Common Areas, the Common Services and Facilities and the Items and shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Development (save as expressly provided by the Government Grant and Clause 8 of Section E of this Deed) and shall be exempted from contributing to the Special Fund or deposits respectively referred to in Clauses 1, 2 and 9 of this Section or any insurance premiums or debris removal fees, interests and penalty charges on late or default in payment of management and maintenance charges or costs or expenses for management and maintenance of any open space or payment of a like nature."

### **3. Covered Footbridge**

- Under Special Condition No.(35) of the Land Grant, the Grantee shall erect, provide and construct the Covered Footbridge (as defined in the Land Grant) together with all supports and connections as shall be required or approved by the Director (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge).

## Relevant provisions in Land Grant

### Special Condition No.(35)

- "(a) The Grantee may at his own expense and in all respects to the satisfaction of the Director erect, provide and construct one single storey covered footbridge in the approximate position shown and marked "FB" on the plan annexed hereto ("**the Covered Footbridge**") together with all supports and connections as shall be required or approved by the Director (including those which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge). Subject to Special Condition No.(57)(a) hereof, the Covered Footbridge shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.
- (b) (i) The Covered Footbridge shall not be used for any purpose other than for the pedestrian passage on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (c) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge.
- (d) Notwithstanding anything to the contrary contained in these Conditions, throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Covered Footbridge, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I."

## Relevant provisions in Deed of Mutual Covenant

### Section B, Definitions

"**"Covered Footbridge"** means the single storey covered footbridge in the approximate position shown and marked "FB" on the plan annexed to the Government Grant together with all supports and connections constructed or to be constructed in accordance with Special Condition No.(35)(a) of the Government Grant."

# 17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

“**Residential Common Areas**” means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to, the Visitors’ Car Parking Spaces, the Residential Accessible Car Parking Spaces, the Bicycle Parking Spaces, the loading and unloading spaces numbered L1 to L4, the Private Recreational Areas and Facilities, part of the Greenery Areas, the Pedestrian Link, those parts of the Covered Footbridge within the Land, shuttle lift lobbies, lift lobbies, fireman’s lift lobbies, entrance lobbies of each Tower, filtration plant room, accessible void under swimming pool, F.S. inlets and sprinkler inlets, variable refrigerant volume platform, sprinkler control valve rooms, extra low voltage rooms, electric room, China Light and Power transformer lifting shaft room, high voltage cable room, transformer rooms, transformer room protected lobby, transformer lifting shaft room, electrical meter rooms, fan rooms, pump rooms, tank rooms, telephone rooms, switch rooms, gas chambers, check meter chambers/cabinets, rain water recycling plant room, pipe ducts, cable ducts, cable riser duct, telephone ducts, exhaust air ducts, vent ducts, duct shafts, water meter cabinets, refuse storage and material recovery rooms, pipe wells, metal platforms, void spaces, doghouses, hose reels, canopy, planters, staircases, landings, lift shafts and lift pits, lift machine rooms, part of the covered landscape area, landscape areas, switch rooms, mailboxes, caretaker counters, flat roofs and roofs, upper roofs, refuge roofs, roofs of Balconies and Utility Platforms, air-conditioning platforms, architectural features of the Towers and associated supporting beams and columns, the external walls (including non-structural prefabricated external walls (which are for the purpose of identification only shown by red dotted lines on the plans (certified as to their accuracy by the Authorized Person) annexed hereto), claddings, louvers, grilles and facades but excluding any frames and glass of windows appertaining to a Unit) of the Towers, transfer plates, acoustic fins, open spaces and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas and the Car Park Common Areas and for the purpose of identification only as shown (where possible or capable of being shown) coloured Red and Red Stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;”

### Section E, Clause 22(b)

“The Owners of the Residential Development shall, at their own expense and through the Manager, be responsible for managing and maintaining the Covered Footbridge (whether or not within the Land) in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(35)(d) of the Government Grant.”

### Section I, Clause 1(b)(xxv)

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

- (xxv) To use its reasonable endeavours to prevent any hawkker to carry on business within the Land and the Covered Footbridge and to remove therefrom any hawkker found to be so doing in accordance with Special Condition No.(48) of the Government Grant, including but not limiting to displaying notices to that effect that hawking is prohibited within the Land and the Covered Footbridge prominently near all entrances to the Land.”

### Part II of Second Schedule, Clause 2(b)

“The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link or the

Covered Footbridge. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts or 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 PROVIDED THAT the powers and duties of the Manager under this Clause 2 shall be subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant.”

### Third Schedule, Clause 3

- “(a) No Owner shall use the Covered Footbridge for any purpose other than for the pedestrian passage on foot or by wheelchair.
- (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.”

## **B. Information on any facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase**

### **1. Green Areas and Green Stippled Black Areas**

- Under Special Condition No.(4)(a)(iii) of the Land Grant, the Grantee shall maintain the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Green Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) of the Land Grant.
- Under Special Condition No.(4)(b)(iii) of the Land Grant, the Grantee shall maintain the Green Stippled Black Areas together with the Pedestrian Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Green Stippled Black Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) of the Land Grant.

### Relevant provisions in the Land Grant

#### Special Condition No.(4)(a)

“The Grantee shall:

- (i) on or before the 30<sup>th</sup> day of September 2020 (or such other dates, as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:



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- (I) lay and form those portions of future public roads shown coloured green, green hatched brown and green hatched purple on the plan annexed hereto but excluding part of land or stratum of land which has been vested in Kowloon-Canton Railway Corporation pursuant to Section 7A of the Kowloon-Canton Railway Corporation Ordinance for the purpose of the Railway (as defined in Special Condition No.(59)(a) hereof) (collectively "**the Green Areas**"); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively "**the Structures**")

so that building, vehicular and pedestrian traffic may be carried on the Green Areas;

- (ii) on or before the 30<sup>th</sup> day of September 2020 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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; and
- (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) hereof."

#### Special Condition No.(4)(b)

"The Grantee shall:

- (i) on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - (I) lay and form those portions of future public roads shown coloured green stippled black and green stippled black hatched purple on the plan annexed hereto (collectively "**the Green Stippled Black Areas**"); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively "**the Pedestrian Structures**")

so that pedestrian traffic may be carried on the Green Stippled Black Areas;

- (ii) on or before the 1<sup>st</sup> day of June 2015 (or such other dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Areas 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; and
- (iii) maintain at his own expense the Green Stippled Black Areas together with the Pedestrian Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Areas or any part or parts thereof have been re-delivered to the Government in accordance with Special Condition No.(5) hereof."

#### Special Condition No.(5)

"For the purpose only of carrying out the necessary works specified in Special Condition No.(4) hereof, the Grantee shall on the date hereof be granted possession of the Green Areas and the Green Stippled Black Areas. The Green Areas and the Green Stippled Black Areas or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Areas and the Green Stippled Black Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof allow free access over and along the Green Areas and the Green Stippled Black Areas or such part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(4) hereof or otherwise."

#### Special Condition No.(6)

"The Grantee shall not without the prior written consent of the Director use the Green Areas and the Green Stippled Black Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos.(4), (14)(f) and (35) hereof."

#### Special Condition No.(7)(a)

"The Grantee shall at all reasonable times while he is in the possession of the Green Areas and the Green Stippled Black Areas or any part or parts thereof:

- (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos.(4)(a) and 4(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(c) hereof and any other works which the Director may consider necessary in the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas and the Green Stippled Black Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas and the Green Stippled Black Areas or any part or parts thereof;
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Areas and the Green Stippled Black Areas or any part or parts thereof as the officers of the Water Authority or such

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authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing replacement and alteration of any other waterworks installations within the Green Areas and the Green Stippled Black Areas or any part or parts thereof; and

- (iv) permit the officers of the Kowloon-Canton Railway Corporation and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Green Areas or any part or parts thereof and any building or buildings erected thereon as the officers of the Kowloon-Canton Railway Corporation or such authorized persons may require at all times with or without tools, vehicles, machinery or equipment for the purpose of the carrying out, inspecting, checking and supervising of any works in relation to the operation, maintenance, repairing, replacement, improvement and alteration of the Railway and the West Rail Structures and Installations (as defined in Special Condition No.(59)(a) hereof)"

#### Relevant provisions in the Deed of Mutual Covenant

Nil.

## 2. Items serving Government Accommodation

- Under Special Condition No.(28)(a) of the Land Grant, the Grantee shall throughout the term agreed to be granted by the Land Grant maintain the Items (as defined in the Land Grant) at his own expense and in all respects to the satisfaction of the Director.

#### Relevant provisions in Land Grant:

##### Special Condition No.(28)

- "(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items ("**the Items**"):-
- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation excluding those for the Existing Sewage Pumping Station;
  - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
  - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
  - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I."

#### Relevant provisions in Deed of Mutual Covenant

##### Section B, Definitions

"**Government Accommodation**" means the Reprovision RCP and the Drainage Services Accommodation 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 all Owners), and for the avoidance of doubt, shall exclude (i) such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively the Reprovision RCP or the Drainage Services Accommodation as may be permitted by the Director in accordance with the Government Grant; and (ii) structure of walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements except those for the Existing Sewage Pumping Station as referred to under Special Condition No.(16)(a)(iii) of the Government Grant and for the purpose of identification only the Reprovision RCP and the Drainage Services Accommodation are as shown (where possible and capable of being shown) coloured Orange and Green respectively on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;"

"**Items**" means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation excluding those for the Existing Sewage Pumping Station; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Development as referred to in Special Condition No.(28)(a) of the Government Grant;"

##### Section E, Clause 9

"All Owners (save and except FSI as Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items under Special Condition No.(28)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and FSI against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or as a consequence of the failure to maintain, manage or repair the Items."

##### Section I, Clause 1(b)(xxxix)

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

- (xxxix) Subject to Clause 9 of Section E of this Deed, to carry out such works as the Manager may consider necessary in relation to the maintenance, management and repair of the Items."

##### Section J, Clause 1(z) and Proviso

"The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Development 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 Development (save and except the Owner of the Government Accommodation) in the manner herein provided:-



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(z) the costs of maintaining, managing and repairing the Items;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the Development and for the replacement of installations, systems, equipment and apparatus within the Common Areas and the Common Services and Facilities which shall be payable out of the Special Fund hereinafter mentioned;

PROVIDED THAT FSI as Owner of the Government Accommodation shall not be liable for the management and maintenance charges whatsoever incurred in respect of the Common Areas, the Common Services and Facilities and the Items and shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Development (save as expressly provided by the Government Grant and Clause 8 of Section E of this Deed) and shall be exempted from contributing to the Special Fund or deposits respectively referred to in Clauses 1, 2 and 9 of this Section or any insurance premiums or debris removal fees, interests and penalty charges on late or default in payment of management and maintenance charges or costs or expenses for management and maintenance of any open space or payment of a like nature."

### 3. Covered Footbridge

- Under Special Condition No.(35)(d) of the Land Grant, the Grantee shall throughout the term agreed to be granted by the Land Grant manage and maintain the Covered Footbridge (as defined in the Land Grant), any replacement or substitution thereof in good and substantial repair and condition at his own expense and in all respects to the satisfaction of the Director.

#### Relevant provisions in Land Grant

##### Special Condition No.(35)

- "(a) The Grantee may at his own expense and in all respects to the satisfaction of the Director erect, provide and construct one single storey covered footbridge in the approximate position shown and marked "FB" on the plan annexed to the hereto ("**the Covered Footbridge**") together with all supports and connections as shall be required or approved by the Director (including those which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge). Subject to Special Condition No.(57)(a) hereof, the Covered Footbridge shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.
- (b) (i) The Covered Footbridge shall not be used for any purpose other than for the pedestrian passage on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

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

(d) Notwithstanding anything to the contrary contained in these Conditions, throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Covered Footbridge, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.

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

#### Relevant provisions in Deed of Mutual Covenant

##### Section B, Definitions

"**Covered Footbridge**" means the single storey covered footbridge in the approximate position shown and marked "FB" on the plan annexed to the Government Grant together with all supports and connections constructed or to be constructed in accordance with Special Condition No.(35)(a) of the Government Grant."

"**Residential Common Areas**" means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to, the Visitors' Car Parking Spaces, the Residential Accessible Car Parking Spaces, the Bicycle Parking Spaces, the loading and unloading spaces numbered L1 to L4, the Private Recreational Areas and Facilities, part of the Greenery Areas, the Pedestrian Link, those parts of the Covered Footbridge within the Land, shuttle lift lobbies, lift lobbies, fireman's lift lobbies, entrance lobbies of each Tower, filtration plant room, accessible void under swimming pool, F.S. inlets and sprinkler inlets, variable refrigerant volume platform, sprinkler control valve rooms, extra low voltage rooms, electric room, China Light and Power transformer lifting shaft room, high voltage cable room, transformer rooms, transformer room protected lobby, transformer lifting shaft room, electrical meter rooms, fan rooms, pump rooms, tank rooms, telephone rooms, switch rooms, gas chambers, check meter chambers/cabinets, rain water recycling plant room, pipe ducts, cable ducts, cable riser duct, telephone ducts, exhaust air ducts, vent ducts, duct shafts, water meter cabinets, refuse storage and material recovery rooms, pipe wells, metal platforms, void spaces, doghouses, hose reels, canopy, planters, staircases, landings, lift shafts and lift pits, lift machine rooms, part of the covered landscape area, landscape areas, switch rooms, mailboxes, caretaker counters, flat roofs and roofs, upper roofs, refuge roofs, roofs of Balconies and Utility Platforms, air-conditioning platforms, architectural features of the Towers and associated supporting beams and columns, the external walls (including non-structural prefabricated external walls (which are for the purpose of identification only shown by red dotted lines on the plans (certified as to their accuracy by the Authorized Person) annexed hereto), claddings, louvers, grilles and facades but excluding any frames and glass of windows appertaining to a Unit) of the Towers, transfer plates, acoustic fins, open spaces and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas and the Car Park Common Areas and for the purpose of identification only as shown (where possible or capable of being shown) coloured Red and Red Stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto;"

# 17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### Section E, Clause 22(b)

"The Owners of the Residential Development shall, at their own expense and through the Manager, be responsible for managing and maintaining the Covered Footbridge (whether or not within the Land) in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(35)(d) of the Government Grant."

### Section I, Clause 1(b)(xxv)

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

- (xxv) To use its reasonable endeavours to prevent any hawker to carry on business within the Land and the Covered Footbridge and to remove therefrom any hawker found to be so doing in accordance with Special Condition No.(48) of the Government Grant, including but not limiting to displaying notices to that effect that hawking is prohibited within the Land and the Covered Footbridge prominently near all entrances to the Land."

### Part II of Second Schedule, Clause 2(b)

"The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link or **the Covered Footbridge**. 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 PROVIDED THAT the powers and duties of the Manager under this Clause 2 shall be subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant."

### Third Schedule, Clause 3

- "(a) No Owner shall use the Covered Footbridge for any purpose other than for the pedestrian passage on foot or by wheelchair.
- (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises."

### **C. Information on the 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**

Nil.

### **D. Information of 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)**

Nil.

In relation to 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.

The facilities and open spaces mentioned in paragraphs B and C above 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.



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

## A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的資料

### 1. 綠色範圍及綠色加黑點範圍

- 根據批地文件特別條款第(4)(a)(i)條，承批人須於2020年9月3日（或地政總署署長（「署長」）批准的其他日期）或之前，以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計鋪設及平整綠色範圍（在批地文件內定義）及提供及建築構築物（在批地文件內定義），以使署長在所有方面均滿意。
- 根據批地文件特別條款第(4)(b)(i)條，承批人須於2015年6月1日（或署長批准的其他日期）或之前，以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計鋪設及平整綠色加黑點範圍（在批地文件內定義）及提供及建築行人構築物（在批地文件內定義），以使署長在所有方面均滿意。

#### 批地文件相關條文

##### 特別條款第(4)(a)條

“承批人須：

- 於2020年9月30日（或署長批准的其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：
  - 鋪設及平整在本文件附圖上以綠色、綠色間棕色斜綫及綠色間紫色斜綫顯示的未來公共道路範圍但不包括根據九廣鐵路公司條例第7A條已歸屬九廣鐵路公司以鐵路（在本文特別條款第(59)(a)條定義）為目的部份土地或岩層土地（下統稱「綠色範圍」）；及
  - 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（下統稱「構築物」）  
以便於綠色範圍內的建築、汽車及行人的交通往來；
- 於2020年9月30日（或署長批准的其他日期）或之前，自費以在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及
- 自費保養綠色範圍及構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色範圍或其任何部份按照本文特別條款第(5)條交還予政府為止。”

##### 特別條款第(4)(b)條

“承批人須：

- 於2015年6月1日（或署長批准的其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：
  - 鋪設及平整在本文件附圖上以綠色加黑點及綠色加黑點間紫色斜綫顯示的未來公共道路範圍（下統稱「綠色加黑點範圍」）；及

- 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（下統稱「行人構築物」）

以便於綠色加黑點範圍內的行人的交通往來；

- 於2015年6月1日（或署長批准的其他日期）或之前，自費在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及
- 自費保養綠色加黑點範圍及行人構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色加黑點範圍按照本文特別條款第(5)條交還予政府為止。”

##### 特別條款第(5)條

“為進行本文特別條款第(4)條的所需工程，承批人將於本文日期該日獲授予綠色範圍及綠色加黑點範圍的管有權。綠色範圍及綠色加黑點範圍或其任何部份須按要求交回政府，且無論如何，如署長發信表示此等批地條款已獲符合並使其滿意，綠色範圍及綠色加黑點範圍則會被視為在該信件的日期交回政府。當承批人管有綠色範圍及綠色加黑點範圍或任何部份時，承批人須於所有合理時間容許所有政府和公眾車輛及行人交通自由通過及行經綠色範圍及綠色加黑點範圍，此等通路不可受本文特別條款第(4)條或其他的工程影響或阻礙。”

##### 特別條款第(6)條

“承批人不可以未經署長預先書面同意下使用綠色範圍及綠色加黑點範圍作儲存用途或興建任何臨時構建物或任何非本文特別條款第(4)條、第(14)(f)條及第(35)條所指定的進行工程的用途。”

##### 特別條款第(7)(a)條

“當承批人管有綠色範圍及綠色加黑點範圍時，承批人須於所有合理時間：

- 准許署長及其官員、承辦商及任何署長授權的人士自由進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以檢視、檢查及監督依據本文特別條款第(4)(a)及(4)(b)條進行的工程，及進行、檢視、檢查及監督本文特別條款第(4)(c)條的工程及或任何其他署長認為於綠色範圍、綠色加黑點範圍或其任何部份必需的工程；
- 准許政府及政府授權有關的公共服務公司依政府及政府授權有關的公共服務公司所需進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份或毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有為擬向該地段或其毗連或相鄰土地或置所提供電話、電力、氣體（如有者）及其他服務的必需管道、電綫、導管、綫管或其他傳導體及附屬設備。承批人須要於上述於綠色範圍及綠色加黑點範圍或其任何部份內進行的工程的所有事宜與政府及政府授權有關的公共服務公司充分合作；
- 准許水務監督的官員及他們授權的其他人士自由進出及再進出和行經及通過水務監督或該等授權人士所需進出、行經及通過的該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份進行有關操作、保養、維修、更換及更改任何其他水務裝設的工程；及

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

(iv) 准許九廣鐵路公司的官員及他們授權的其他人士（不論有否連同工具、車輛、機器或裝置）在其所需的一切時間自由進出及再進出和行經及通過綠色範圍或其任何部份及任何在該範圍上已興建的建築物，以進行、檢視、檢查及監督任何有關鐵路及西鐵構築物和裝置（在本文特別條款第(59)(a)條定義）的操作、保養、維修、更換、改良及更改工程。”

## 公契相關條文

無

## 2. 政府樓宇

- 根據批地文件特別條款第(16)(a)(i)條，承批人須於批地文件日期起計46個月（或署長批准的其他延期）內，根據批地文件、批地文件附錄的技術明細表（「**技術明細表**」）及按批地文件特別條款第(17)條批准的圖則，以精工細作的方式，設計、搭建、建築、提供及完成重置垃圾收集站（在批地文件內定義），並使之適合佔用及營運。
- 根據批地文件特別條款第(16)(a)(ii)條，於2020年9月30日（或署長批准的其他日期）之前，在批地文件附圖中分別以粉紅色加黑點及粉紅色間黑色十字綫加黑點顯示的範圍內，根據批地文件、批地文件附錄的技術明細表及按批地文件特別條款第(17)條批准的圖則，以精工細作的方式，設計、搭建、建築、提供及完成新渠務署樓宇（在批地文件內定義），並使之適合營運。

## 批地文件相關條文

### 特別條款第(16)(a)條

“承批人須：

- (i) 於本協議起計46個曆月（或署長批准的其他延期）內，根據本文條款、本文件附錄的技術明細表（「**技術明細表**」）及按本文特別條款第(17)條批准的圖則，以精工細作的方式，在食物環境衛生署署長及署長要求或批准的該地段內的位置及水平自費設計、搭建、建築、提供及完成一個淨營運面積不少於156平方米的垃圾收集站（「**重置垃圾收集站**」），並使之適合佔用及營運，並使食物環境衛生署署長及署長在一切方面滿意。
- (ii) (i) 於2020年9月30日（或署長批准的其他日期）或之前，在本文件附圖中分別以粉紅色加黑點及粉紅色間黑色十字綫加黑點顯示的範圍內，根據本文條款、技術明細表及按本文特別條款第(17)條批准的圖則，以精工細作的方式自費設計、搭建、建築、提供及完成一個樓宇連同現有污水泵房（不包括在本文件附圖中以粉紅色間黑色十字綫加黑格顯示的範圍內的發電機）所需的該等設施，包括不限於通風、照明及其他電力及機械設施及裝置（上述樓宇及設施下稱為「**新渠務署樓宇**」），並使之適合營運，並使渠務署署長及署長在一切方面滿意。  
(ii) 新渠務署樓宇及現有污水泵房統稱為「**渠務樓宇**」。
- (iii) 重置垃圾收集站及渠務樓宇連同署長可按其絕對酌情權判定（其判定為最終且對承批人有約束力）為專屬重置垃圾收集站及渠務樓宇的任何範圍、設施、服務設備及裝置統稱為「**政府樓宇**」。為免生疑，政府樓宇不包括以下項目：

- (i) 署長根據本文條款准許的，並非專門服務重置垃圾收集站或渠務樓宇的電梯、扶手電梯、樓梯、機器、設備及其他設施；及
- (ii) 牆、柱、樑、天花、天台樓板、行車道/地台樓板結構及任何其他結構項件（現有污水泵房相關者除外）。

### 特別條款第(16)(b)條

“政府現保留權利以其絕對酌情全在任何時間更改或改變政府樓宇或其任何部份之用途。”

### 特別條款第(22)(a)條

“受本文特別條款第(15)(b)條所限，當署長要求如此辦理時，承批人須自費將本特別條件第(b)款指定的不分割份數及專有使用、佔用及享用政府樓宇或其任何部份的權利連同空置管有權，不帶任何產權負擔地轉讓給財政司司長法團。承批人須在署長書面指定的時間內完成轉讓已按批地文件特別條件第(23)條發出完工證明的政府樓宇或其任何部份。”

### 特別條款第(24)條

- (a) 在不影響本文特別條款第(25)條的規定下，承批人須在本文特別條款第(25)(a)條所指在保修期結束前的任何時候自費保養政府樓宇及其建築物維修設施處於良好狀態，在一切方面使署長滿意。
- (b) 僅就此特別條款而言，「承批人」一詞不包括承批人的受讓人，但包括按本文特別條款第(37)(b)條作出轉讓的承讓人；而「政府樓宇」一詞不包括「現有污水泵房」。

### 特別條款第(27)條

“署長有權在根據本文特別條款第(22)條轉讓政府樓宇前任何時間，要求交出已按批地文件特別條件第(23)條發出完工證明的政府樓宇或署長要求之該等部分的空置管有權。承批人須應該要求，在署長認為合適的該等條件下，將上述者交予政府供其專有使用、佔用及營運。”

### 特別條款第(28)條

- (a) 承批人須在本文同意批租的年期內自費保養下列項目（「**項目**」），在一切方面使署長滿意：
  - (i) 政府樓宇之外飾面以及政府樓宇內、周圍、上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板結構及任何其他結構項件（現有污水泵房相關者除外）；
  - (ii) 服務政府樓宇及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯；
  - (iii) 服務政府樓宇及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備（包括但不限於攜帶式及固定式消防裝置及設備）；及
  - (iv) 服務政府樓宇及該地段的發展項目餘下部分的一切其他公用部分及設施。
- (b) 承批人須對其因未能保養該等項目而產生或造成的一切任何性質的責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及要求彌償政府和財政司司長法團和使其持續得到彌償。
- (c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。”



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

## 公契相關條文

### 第B部，定義

“**「政府樓宇」**指「重置垃圾收集站」及「渠務樓宇」連同「署長」可按其絕對酌情權判定（其判定為最終且對承批人有約束力）為專屬其的任何範圍、設施、服務設備及裝置，而為免存疑，不包括：(i)「署長」根據批地文件准許的，並非專門服務「重置垃圾收集站」或「渠務樓宇」的該等電梯、扶手電梯、樓梯、機器、設備及其他設施；及(ii)「批地文件」特別條款第(16)(a)(iii)條所述的牆、柱、樑、天花、天台樓板、行車道/地台樓板結構及任何其他結構項件（現有污水泵房相關者除外），「重置垃圾收集站」及「渠務樓宇」在本公契附夾的圖則（由認可人士核證為準）上分別以橙色和綠色顯示（如可能予顯示），僅供識別之用；”

“**「政府樓宇服務設備」**指該等專門服務「政府樓宇」或其任何部份的服務設備及設施；”

“**「項目」**指(i)「政府樓宇」之外飾面以及「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板結構及任何其他結構項件（現有污水泵房相關者除外）；(ii)服務「政府樓宇」及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯；(iii)服務「政府樓宇」及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備（包括但不限於攜帶式及固定式消防裝置及設備）；及(iv)「批地文件」特別條款第(28)(a)條所述的服務「政府樓宇」及發展項目餘下部分的一切其他公用部分及設施；”

### 第E部，第8條

“**「政府樓宇」的「業主」**須負責維修及管理「政府樓宇」的所有部分（「項目」除外）但不包含「發展項目」任何其他部分或任何在「土地」之外的任何範圍、設施或服務設備。”

### 第E部，第9條

“所有**「業主」**（「財政司司長法團」及「政府樓宇」的「業主」除外）須（由「管理人」行事）負責保養、管理及維修「批地文件」特別條款第(28)(a)條所述的「項目」，及須就因未能保養、管理或維修「項目」而衍生或引致的所有任何形式的責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及要求彌償「政府」和「財政司司長法團」及使其持續得到彌償。”

### 第I部，第1(b)(xxxix)條

“在不以任何形式限制上文一般性的情況下，「管理人」有以下權利及責任，即：

(xxxix) 受本公契第E部第9條所限，進行其認為必須的有關保養、管理及維修「項目」的工程。”

### 第J部，第1(z)條及但書

“就管理「發展項目」及「管理人」履行任何責任或行使任何權利而必須及合理支出的費用、收費及開支，包括但不限於以下者，該等費用、收費及開支須由「發展項目」的「業主」（**「政府樓宇」**的「業主」除外）以以下方式支付：

(z) 保養、管理及維修「項目」的費用；

但該等費用、收費及開支不包括有關「發展項目」的資本性質費用、收費及開支及更換「公用地方」及「公用服務及設施」的裝置、系統、設備及儀器的費用、收費及開支，此等費用、收費及開支按下文所述的

行使由「特別基金」支付；

惟「財政司司長法團」作為「政府樓宇」的「業主」無需負責任何有關「公用地方」、「公用服務及設施」及「項目」的管理及保養開支，亦無需分攤任何「管理人」就保養及管理「發展項目」支出的費用、收費及開支（「批地文件」明文規定及本公契第E部第8條規定者除外），亦無需分攤本部第1、2及9條分述的「特別基金」或按金、或任何保險保費、或泥頭清理費、遲交或欠交管理及保養費用的利息及罰款、或管理及保養任何休憩用地的費用或支出或任何類近性質的款項。”

## 3. 有蓋行人天橋

- 根據批地文件特別條款第(35)條，承批人須搭建、提供及興建有蓋行人天橋（在批地文件內定義）及所有署長要求或批准的支座及連接路（包括署長為有蓋行人天橋未來延展部份而在其絕對酌情權下認為需要之支座及連接路）。

### 批地文件相關條文

#### 特別條款第(35)條

- “(a) 承批人須自費於本文件附圖中以“FB”顯示及標示之大概位置搭建、提供及興建署長要求或批准的一條單層有蓋行人天橋（以下稱為**「有蓋行人天橋」**）及所有支座及連接路（包括署長在其絕對酌情權下認為就任何有蓋行人天橋未來延展部份而言需要之支座及連接路），以使署長在所有方面滿意。受限於本文特別條款第(57)(a)條，有蓋行人天橋須以署長要求及批准的方式、物料、標準、高度、定綫、布局及設計興建，包括但不限於署長在其酌情權下要求提供及興建的支座、斜路、附連的樓梯及平台、自動扶手梯、升降機、內部和外部裝置及設備及照明設備。
- (b) (i) 除公眾可以步行或輪椅方式作通行外，有蓋行人天橋不得用作其他用途。
- (ii) 除非署長另行批准或要求，承批人不可使用或允許或容忍他人使用有蓋行人天橋任何部分（不論外部或內部）作廣告用途或展示任何招牌、告示或海報。
- (iii) 承批人不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在有蓋行人天橋之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (c) 承批人須就承批人、其傭僕、工人及承建商就興建、改動、維修及保養有蓋行人天橋有關的任何行為或遺漏而引致或關連的所有任何形式的責任、訴訟、法律程序、費用、申索、支出、損失、損害、開支及要求，彌償政府、其官員、代理人、承建商、工人或其他妥為授權的人士及使其持續得到彌償。
- (d) 即使此等特別條款另有規定，在本文協定的整個批租年期內承批人須自費管理及保養有蓋行人天橋或其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。
- (e) 就此特別條款而言，「承批人」一詞並不包括財政司司長法團。”

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

## 公契相關條文

### 第B部，定義

“**「有蓋行人天橋」**指根據「批地文件」特別條款第(35)條興建或擬興建的一條單層有蓋行人天橋，大概位置在「批地文件」附圖中以“FB”顯示及標記；”

“**「住宅公用地方」**指「住宅發展項目」中該等擬供「住宅發展項目」所有「業主」共同使用及享用，並非供某「住宅單位」「業主」專有享用的部分，包括但不限於訪客停車位、住宅暢通易達停車位、單車停車位、編號L1至L4的上落貨停車位、私人康樂地方及設施、「綠化範圍」部分、「行人連廊」、「該土地」內的**「有蓋行人天橋」**部分、穿梭電梯大堂、電梯大堂、消防員電梯大堂、每幢「大樓」的出入口、過濾機房、游泳池下方的可進入中空、消防入水口及花灑入水口、可改變冷媒流量冷氣機平臺、灑水器控制閥房、特低電壓房、電房、中華電力有限公司變壓器舉槽房、高壓電纜房、變壓器房、變壓器房保護大堂、變壓器舉槽房、電錶房、風機房、泵房、水箱房、電話房、電掣房、氣體室、監察儀錶室/櫃、雨水循環機房、管道槽、電纜槽、電纜豎管槽、電話槽、廢氣槽、通風槽、通風道豎井、水錶櫃、垃圾收集及物料回收房、管道井、金屬平臺、中空、管道房、消防喉轆、簷篷、花槽、樓梯、樓梯平臺、升降機槽及升降機井、升降機機房、有蓋園景範圍部分、園景範圍、電掣房、郵箱、看更櫃枱、平台及天台、上層天台、庇護天台、露台及工作平台的天台、空調機平台、「大樓」的建築裝飾及相關柱及樑、外牆（包括非結構預製外牆（在附夾本公契的圖則（由認可人士核證為準）上以紅色虛綫顯示，僅供識別之用））、覆面、百葉面、柵欄及正面但不包括任何附屬某「大樓」「單位」的窗框及玻璃、轉換層、隔聲牆、休憩空間及其他指定供「住宅發展項目」享用的範圍，但不包括任何在「屋苑公用地方」及「停車場公用地方」的任何範圍。「住宅公用地方」在附夾本公契的圖則（由認可人士核證為準）上以紅色及紅色加黑點顯示（如可能予顯示），僅供識別之用；”

### 第E部，第22(b)條

“「住宅發展項目」的「業主」須指根據「批地文件」特別條款第(35)條（自費及透過「管理人」）負責管理及保養「有蓋行人天橋」（不論在「該土地」之內或之外）至良好及充足的維修狀態，以使「署長」在所有方面滿意。”

### 第I部，第1(b)(xxv)條

“在不以任何形式限制上文一般性的情況下，「管理人」有以下權利及責任，即：

(xxv) 行使合理努力，「批地文件」特別條款第(48)條，根據防止小販在「該土地」及「有蓋行人天橋」擺賣，及如發現有小販擺賣則將之驅離，包括但不限於在「該土地」所有入口附近當眼處張貼告示，說明「該土地」及「有蓋行人天橋」禁止擺賣。”

### 第二附表第II部，第2(b)條

“「管理人」有權連同或不連同測量師、承建商、工人或其他人士進行「署長」要求的所有必需的工程，包括暫時封閉在「該土地」上的建築物的任何出入口，以能搭建及連接「行人連廊」或**「有蓋行人天橋」**。「管理人」在進行相關工程時，須書面通知「業主」在該等工程進行時「業主」不可使用的「該土地」及「發展項目」範圍或部分，「業主」須遵從該等通知的要求，惟不可干擾出入「政府樓宇」及影響正當使用及享用「政府樓宇」，惟「管理人」根據本第2條的權利及責任須受制於根據本公契及「批地文件」保留予「財政司司長法團」的權利、地役權及特權。”

### 第三附表，第3條

- “ (a) 「業主」不得使用「有蓋行人天橋」作以步行或輪椅方式作通行以外的任何用途。
- (b) 「業主」不得使用或允許或容忍他人使用「有蓋行人天橋」任何部分（不論外部或內部）作廣告用途或展示任何招牌、告示或海報。
- (c) 「業主」不得作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。”

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

### 1. 綠色範圍及綠色加黑點範圍

- 根據批地文件特別條款第(4)(a)(iii)條，承批人須保養綠色範圍及構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，直至綠色範圍或其任何部份按照批地文件特別條款第(5)條交還予政府為止。
- 根據批地文件特別條款第(4)(b)(iii)條，承批人須保養綠色加黑點範圍及行人構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，直至綠色加黑點範圍按照批地文件特別條款第(5)條交還予政府為止。

### 批地文件相關條文

#### 特別條款第(4)(a)條

“承批人須：

- (i) 於2020年9月30日（或署長批准的其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：
- (I) 鋪設及平整在本文件附圖上以綠色、綠色間棕色斜綫及綠色間紫色斜綫顯示的未來公共道路範圍但不包括根據九廣鐵路公司條例第7A條已歸屬九廣鐵路公司以鐵路（在本文特別條款第(59)(a)條定義）為目的的部份土地或岩層土地（下統稱**「綠色範圍」**）；及
- (II) 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（下統稱**「構築物」**）
- 以便於綠色範圍內的建築、汽車及行人的交通往來；
- (ii) 於2020年9月30日（或署長批准的其他日期）或之前，自費在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及



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(iii) 自費保養綠色範圍及構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色範圍或其任何部份按照本文特別條款第(5)條交還予政府為止。”

## 特別條款第(4)(b)條

“承批人須：

(i) 於2015年6月1日(或署長批准的其他日期)或之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長在所有方面均滿意：

(I) 鋪設及平整在本文件附圖上以綠色加黑點及綠色加黑點間紫色斜線顯示的未來公共道路範圍(下統稱「綠色加黑點範圍」)；及

(II) 提供及建造署長全權酌情認為必要的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(下統稱「行人構築物」)

以便於綠色加黑點範圍內的行人的交通往來；

(ii) 於2015年6月1日(或署長批准的其他日期)或之前，自費在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以令署長滿意，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及

(iii) 自費保養綠色加黑點範圍及行人構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、消防栓、公用設施、街燈、交通標誌、街道設施、道路標記及機器，以令署長滿意，直至綠色加黑點範圍按照本文特別條款第(5)條交還予政府為止。”

## 特別條款第(5)條

“為進行本文特別條款第(4)條的所需工程，承批人將於本文日期該日獲授予綠色範圍及綠色加黑點範圍的管有權。綠色範圍及綠色加黑點範圍或其任何部份須按要求交回政府，且無論如何，如署長發信表示此等批地條款已獲符合並使其滿意，綠色範圍及綠色加黑點範圍則會被視為在該信件日期交回政府。當承批人管有綠色範圍及綠色加黑點範圍或任何部份時，承批人須於所有合理時間容許所有政府和公眾車輛及行人交通自由通過及行經綠色範圍及綠色加黑點範圍，此等通路不可受本文特別條款第(4)條或其他的工程影響或阻礙。”

## 特別條款第(6)條

“承批人不可以未經署長預先書面同意下使用綠色範圍及綠色加黑點範圍作儲存用途或興建任何臨時構建物或任何非本文特別條款第(4)條、第(14)(f)條及第(35)條所指定進行的工程的用途。”

## 特別條款第(7)(a)條

“當承批人管有綠色範圍及綠色加黑點範圍時，承批人須於所有合理時間：

(i) 准許署長及其官員、承辦商及任何署長授權的人士自由進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以檢視、檢查及監督依據本文特別條款第(4)(a)及(4)(b)條進行的工程，及進行、檢視、檢查及監督本文特別條款第(4)(c)條的工程及或任何其他署長認為於綠色範圍、綠色加黑點範圍或其任何部份必需的工程；

(ii) 准許政府及政府授權有關的公共服務公司依政府及政府授權有關的公共服務公司所需進出及再進出和行經及通過該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份或毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有為擬向該地段或其毗連或相鄰土地或置所提供電話、電力、氣體(如有者)及其他服務的必需管道、電綫、導管、綫管或其他傳導體及附屬設備。承批人須於上述於綠色範圍及綠色加黑點範圍或其任何部份內進行的工程的所有事宜與政府及政府授權有關的公共服務公司充分合作；

(iii) 准許水務監督的官員及他們授權的其他人士自由進出及再進出和行經及通過水務監督或該等授權人士所需進出、行經及通過的該地段及綠色範圍及綠色加黑點範圍或其任何部份，以於綠色範圍及綠色加黑點範圍或其任何部份進行有關操作、保養、維修、更換及更改任何其他水務裝設的工程；及

(iv) 准許九廣鐵路公司的官員及他們授權的其他人士(不論有否連同工具、車輛、機器或裝置)在其所需的一切時間自由進出及再進出和行經及通過綠色範圍或其任何部份及任何在該範圍上已興建的建築物，以進行、檢視、檢查及監督任何有關鐵路及西鐵構築物和裝置(在本文特別條款第(59)(a)條定義)的操作、保養、維修、更換、改良及更改工程。”

## 公契相關條文

無

## 2. 服務政府樓宇的項目

• 根據批地文件特別條款第(28)(a)條，承批人須在批地文件同意批租的年期內自費保養項目(在批地文件內定義)，在一切方面使署長滿意。

## 批地文件相關條文

### 特別條款第(28)條

“(a) 承批人須在本文同意批租的年期內自費保養下列項目(「項目」)，在一切方面使署長滿意：

(i) 政府樓宇之外飾面以及政府樓宇內、周圍、上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板結構及任何其他結構項件(現有污水泵房相關者除外)；

(ii) 服務政府樓宇及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯；

(iii) 服務政府樓宇及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備(包括但並不限於攜帶式及固定式消防裝置及設備)；及

(iv) 服務政府樓宇及該地段的發展項目餘下部分的一切其他公用部分及設施。

(b) 承批人須對其因未能保養該等項目而產生或造成的一切任何性質的責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及要求彌償政府和財政司司長法團和使其持續得到彌償。

(c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。”

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## 公契相關條文

### 第B部，定義

“**「政府樓宇」**指「重置垃圾收集站」及「渠務樓宇」連同「署長」可按其絕對酌情權判定（其判定為最終且對承批人有約束力）為專屬其的任何範圍、設施、服務設備及裝置，而為免存疑，不包括：(i)「署長」根據批地文件准許的，並非專門服務「重置垃圾收集站」或「渠務樓宇」的該等電梯、扶手電梯、樓梯、機器、設備及其他設施；及(ii)「批地文件」特別條款第(16)(a)(iii)條所述的牆、柱、樑、天花、天台樓板、行車道/地台樓板結構及任何其他結構項件（現有污水泵房相關者除外），「重置垃圾收集站」及「渠務樓宇」在本公契附夾的圖則（由認可人士核證為準）上分別以橙色和綠色顯示（如可能予顯示），僅供識別之用；”

“**「項目」**指(i)「政府樓宇」之外飾面以及「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板結構及任何其他結構項件（現有污水泵房相關者除外）；(ii)服務「政府樓宇」及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯；(iii)服務「政府樓宇」及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備（包括但不限於攜帶式及固定式消防裝置及設備）；及(iv)「批地文件」特別條款第(28)(a)條所述的服務「政府樓宇」及發展項目餘下部分的一切其他公用部分及設施；”

### 第E部，第9條

“所有「業主」（「財政司司長法團」及「政府樓宇」的「業主」除外）須（由「管理人」行事）負責保養、管理及維修「批地文件」特別條款第(28)(a)條所述的「項目」，及須就因未能保養、管理或維修「項目」而衍生或引致的所有任何形式的責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及要求彌償「政府」和「財政司司長法團」及使其持續得到彌償。”

### 第I部，第1(b)(xxxix)條

“在不以任何形式限制上文一般性的情況下，「管理人」有以下權利及責任，即：

(xxxix) 受本公契第E部第9條所限，進行其認為必需的有關保養、管理及維修「項目」的工程。”

### 第J部，第1(z)條及但書

“就管理「發展項目」及「管理人」履行任何責任或行使任何權利而必需及合理支出的費用、收費及開支，包括但不限於以下者，該等費用、收費及開支須由「發展項目」的「業主」（「政府樓宇」的「業主」除外）以以下方式支付：

(z) 保養、管理及維修「項目」的費用；

但該等費用、收費及開支不包括有關「發展項目」的資本性質費用、收費及開支及更換「公用地方」及「公用服務及設施」的裝置、系統、設備及儀器的費用、收費及開支，此等費用、收費及開支按下文所述的行使由「特別基金」支付；

惟「財政司司長法團」作為「政府樓宇」的「業主」無需負責任何有關「公用地方」、「公用服務及設施」及「項目」的管理及保養開支，亦無需分攤任何「管理人」就保養及管理「發展項目」支出的費用、收費及開支（「批地文件」明文規定及本公契第E部第8條規定者除外），亦無需分攤本部第1、2及9條分述的「特別基金」或按金、或任何保險保費、或泥頭清理費、遲交或欠交管理及保養費用的利息及罰款、或管理及保養任何休憩用地的費用或支出或任何類近性質的款項。”

## 3. 有蓋行人天橋

- 根據批地文件特別條款第(35)(d)條，承批人須在批地文件協定的整個批租年期內自費管理及保養有蓋行人天橋（在批地文件內定義）、其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。

### 批地文件相關條文

#### 特別條款第(35)條

- “(a) 承批人須自費於本文件附圖中以“FB”顯示及標示之大概位置搭建、提供及興建署長要求或批准的一條單層有蓋行人天橋（以下稱為**「有蓋行人天橋」**）及所有支座及連接路（包括署長在其絕對酌情權下認為就任何有蓋行人天橋未來延展部份而言需要之支座及連接路），以使署長在所有方面滿意。受限於本文特別條款第(57)(a)條，有蓋行人天橋須以署長要求及批准的方式、物料、標準、高度、定綫、布局及設計興建，包括但不限於署長在其酌情權下要求提供及興建的支座、斜路、附連的樓梯及平台、自動扶手梯、升降機、內部和外部裝置及設備及照明設備。
- (b) (i) 除公眾可以步行或輪椅方式作通行外，有蓋行人天橋不得用作其他用途。
- (ii) 除非署長另行批准或要求，承批人不可使用或允許或容忍他人使用有蓋行人天橋任何部分（不論外部或內部）作廣告用途或展示任何招牌、告示或海報。
- (iii) 承批人不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在有蓋行人天橋之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (c) 承批人須就承批人、其傭僕、工人及承建商就興建、改動、維修及保養有蓋行人天橋有關的任何行為或遺漏而引致或關連的所有任何形式的責任、訴訟、法律程序、費用、申索、支出、損失、損害、開支及要求，彌償政府、其官員、代理人、承建商、工人或其他妥為授權的人士及使其持續得到彌償。
- (d) 即使此等特別條款另有規定，在本文協定的整個批租年期內承批人須自費管理及保養有蓋行人天橋或其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。
- (e) 就此特別條款而言，「承批人」一詞並不包括財政司司長法團。”

### 公契相關條文

#### 第B部，定義

“**「有蓋行人天橋」**指根據「批地文件」特別條款第(35)條興建或擬興建的一條單層有蓋行人天橋，大概位置在「批地文件」附圖中以“FB”顯示及標記；”

“**「住宅公用地方」**指「住宅發展項目」中該等擬供「住宅發展項目」所有「業主」共同使用及享用，並非供某「住宅單位」「業主」專有享用的部分，包括但不限於訪客停車位、住宅暢通易達停車位、單車停車位、編號L1至L4的上落貨停車位、私人康樂地方及設施、「綠化範圍」部分、「行人連廊」、「**該土地**」內的**「有蓋行人天橋」**部分、穿梭電梯大堂、電梯大堂、消防員電梯大堂、每幢「大樓」的出入口、過瀘



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機房、游泳池下方的可進入中空、消防入水口及花灑入水口、可改變冷媒流量冷氣機平臺、灑水器控制閥、特低電壓房、電房、中華電力有限公司變壓器舉槽房、高壓電纜房、變壓器房、變壓器房保護大堂、變壓器舉槽房、電錶房、風機房、泵房、水箱房、電話房、電掣房、氣體室、監察儀錶室/櫃、雨水循環機房、管道槽、電纜槽、電纜豎管槽、電話槽、廢氣槽、通風槽、通風道豎井、水錶櫃、垃圾收集及物料回收房、管道井、金屬平臺、中空、管道房、消防喉轆、簷篷、花槽、樓梯、樓梯平臺、升降機槽及升降機井、升降機機房、有蓋園景範圍部分、園景範圍、電掣房、郵箱、看更櫃枱、平台及天台、上層天台、庇護天台、露台及工作平台的天台、空調機平台、「大樓」的建築裝飾及相關柱及樑、外牆(包括非結構預製外牆(在附夾本公契的圖則(由認可人士核證為準)上以紅色虛綫顯示, 僅供識別之用))、覆面、百葉面、柵欄及正面但不包括任何附屬某「大樓」「單位」的窗框及玻璃、轉換層、隔聲牆、休憩空間及其他指定供「住宅發展項目」享用的範圍, 但不包括任何在「屋苑公用地方」及「停車場公用地方」的任何範圍。「住宅公用地方」在附夾本公契的圖則(由認可人士核證為準)上以紅色及紅色加黑點顯示(如可能予顯示), 僅供識別之用;”

## 第E部, 第22(b)條

“「住宅發展項目」的「業主」須指根據「批地文件」特別條款第(35)條(自費及透過「管理人」)負責管理及保養「有蓋行人天橋」(不論在「該土地」之內或之外)至良好及充足的維修狀態, 以使「署長」在所有方面滿意。”

## 第I部, 第1(b)(xxv)條

“在不以任何形式限制上文一般性的情況下, 「管理人」有以下權利及責任, 即:

(xxv) 行使合理努力, 「批地文件」特別條款第(48)條, 根據防止小販在「該土地」及「有蓋行人天橋」擺賣, 及如發現有小販擺賣則將之驅離, 包括但不限於在「該土地」所有入口附近當眼處張貼告示, 說明「該土地」及「有蓋行人天橋」禁止擺賣。”

## 第二附表第II部, 第2(b)條

“「管理人」有權連同或不連同測量師、承建商、工人或其他人士進行「署長」要求的所有必需的工程, 包括暫時封閉在「該土地」上的建築物的任何出入口, 以能搭建及連接「行人連廊」或「有蓋行人天橋」。「管理人」在進行相關工程時, 須書面通知「業主」在該等工程進行時「業主」不可使用的「該土地」及「發展項目」範圍或部分, 「業主」須遵從該等通知的要求, 惟不可干擾出入「政府樓宇」及影響正當使用及享用「政府樓宇」, 惟「管理人」根據本第2條的權利及責任須受制於根據本公契及「批地文件」保留予「財政司司長法團」的權利、地役權及特權。”

## 第三附表, 第3條

“(a) 「業主」不得使用「有蓋行人天橋」作以步行或輪椅方式作通行以外的任何用途。  
(b) 「業主」不得使用或允許或容忍他人使用「有蓋行人天橋」任何部分(不論外部或內部)作廣告用途或展示任何招牌、告示或海報。  
(c) 「業主」不得作出任何行為或允許或容忍他人作出任何行為, 以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾, 又或造成不便或損害。”

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

無

## 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的資料

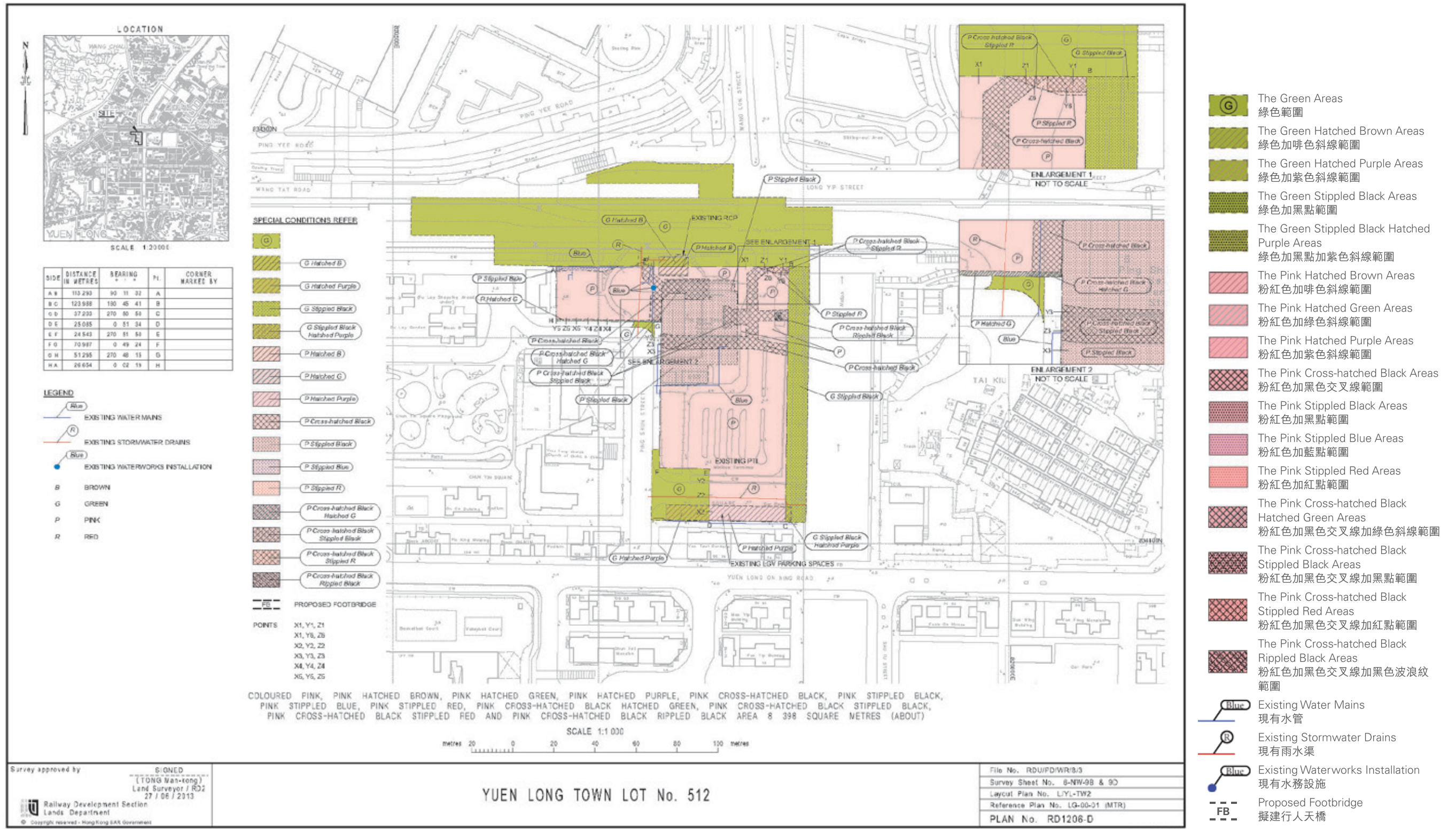
無

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

上述B及C段所述的該等設施及休憩用地, 須由期數中的住宅物業的擁有人出資管理、營運或維持; 及該等擁有人須以由有關住宅物業分攤的管理開支, 應付管理、營運或維持該等設施或休憩用地的部分開支。



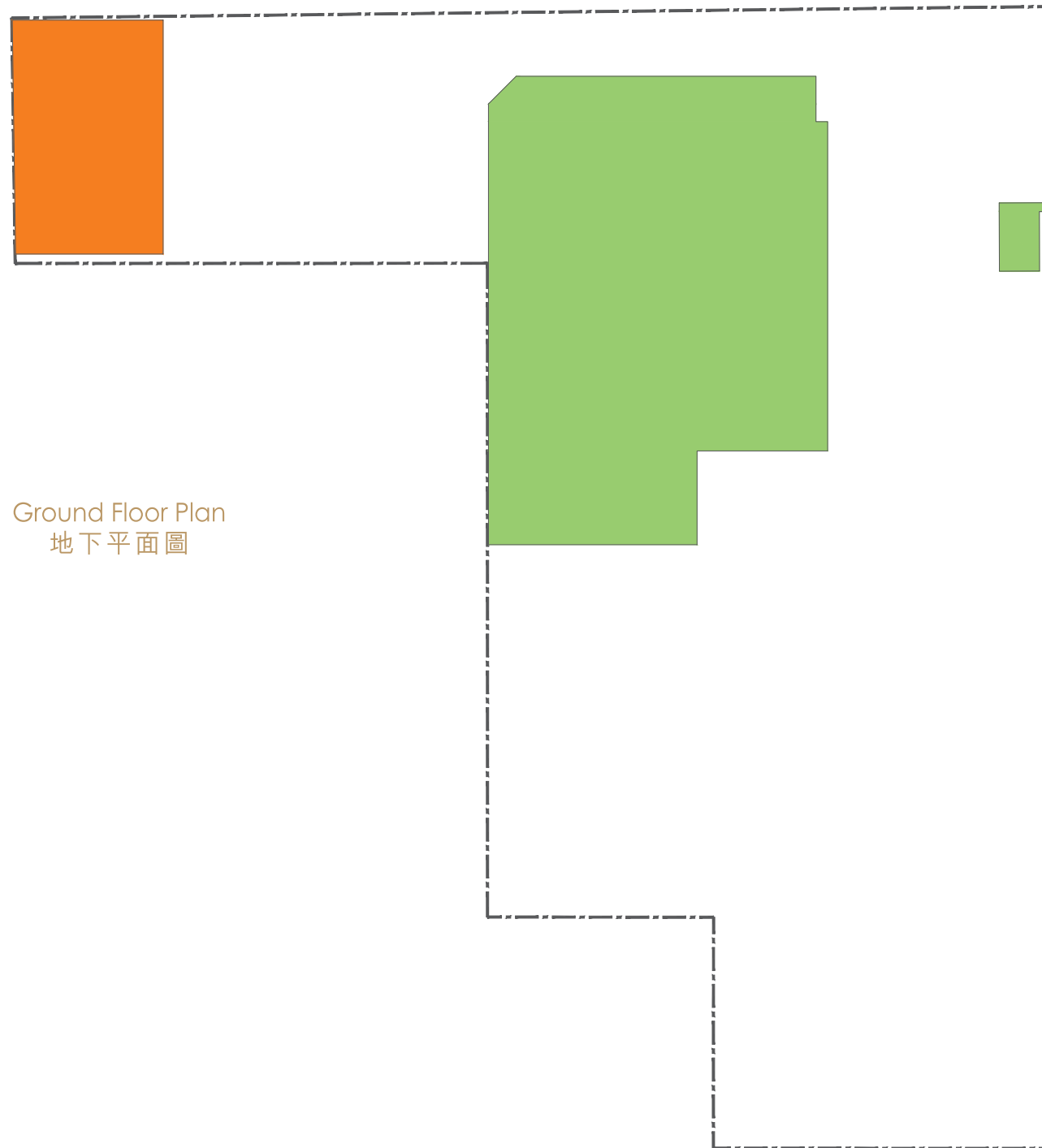
# 17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES 公共設施及公眾休憩用地的資料



Remarks: The plan is extracted from the Land Grant.  
備註：此平面圖摘錄自批地文件。



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



Ground Floor Plan  
地下平面圖



### Legend 圖例

- Boundary Line of the Development  
發展項目的界線
- Drainage Services Accommodation  
渠務設施
- Reprovision Refuse Collection Point  
重置垃圾收集站

Scale 比例 : 0 20m (米)

# 18

## WARNING TO PURCHASERS 對買方的警告

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  2. 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.
  3. 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.
  4. In the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
1. 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。
  2. 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。
  3. 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。
  4. 如屬3(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。