LA MARINA 揚海

SALES BROCHURE
售樓說明書

LA MARINA 揚海

1 一手住宅物業買家須知
NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額（如有）、特別基金金額（如有）、補還的水、電力及氣體按金（如有），以及/或清理廢料的費用（如有）。

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則（如有的話），因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。

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1 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

2 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—

(i) 每個住宅物業的外部尺寸；

(ii) 每個住宅物業的內部尺寸；

(iii) 每個住宅物業的內部間隔的厚度；

(iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則（如有的話）。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方（包括其獲授權代表）就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向（不論是否屬明確選擇購樓意向）。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方（包括其獲授權代表）不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 —
  - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
  - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
  - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

適用於一手未落成住宅物業

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
    - ➢ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ➢ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。

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3 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他賣方所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。
  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址	: www.srpa.gov.hk
電話	: 2817 3313
電郵	: enquiry_srpa@hd.gov.hk
傳真	: 2219 2220

其他相關聯絡資料：

消費者委員會	
網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611
地產代理監管局	
網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596
香港地產建設商會	
電話	: 2826 0111
傳真	: 2845 2521

運輸及房屋局
一手住宅物業銷售監管局
2021年7月

1 一手住宅物業買家須知
NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
  - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
  - interior and exterior fittings and finishes and appliances;
  - the basis on which management fees are shared;
  - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
  - whether individual owners have responsibility to maintain slopes.

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1 The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following—

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.

- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ➢ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ➢ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - ➢ strike or lock-out of workmen;
    - ➢ riots or civil commotion;
    - ➢ force majeure or Act of God;
    - ➢ fire or other accident beyond the vendor's control;
    - ➢ war; or
    - ➢ inclement weather.
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website	: www.srpa.gov.hk
Telephone	: 2817 3313
Email	: enquiry_srpa@hd.gov.hk
Fax	: 2219 2220

Other useful contacts:

Consumer Council	
Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611
Estate Agents Authority	
Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596
Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
July 2021

3 Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

2 期數的資料 INFORMATION ON THE PHASE

發展項目的期數（「期數」）的名稱
港島南岸的第2期稱為「揚海」

期數所位於的街道名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數
香葉道11號*
備註：*此臨時門牌號數有待期數建成時確認。

每幢多單位建築物的樓層總數
第1座(1A及1B)：28層
第2座(2A及2B)：33層
備註：
- 上述樓層數目包括2樓、3樓、平台層及9樓（庇護層）
- 上述樓層數目不包括轉換層、天台、上層天台及頂層天台

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數
第1座(1A及1B)：2樓、3樓、平台層、轉換層、5樓至12樓、15樓至23樓、25樓至32樓、天台、上層天台及頂層天台
第2座(2A及2B)：2樓、3樓、平台層、轉換層、5樓至12樓、15樓至23樓、25樓至33樓、35樓至38樓、天台、上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數
第1座(1A及1B)：4樓、13樓、14樓及24樓
第2座(2A及2B)：4樓、13樓、14樓、24樓及34樓

每幢多單位建築物內的庇護層（如有的話）
第1座(1A及1B)及第2座(2A及2B)：9樓

由期數的認可人士提供的期數的預計關鍵日期
2023年8月31日

上述預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成（視屬何情況而定）的確證。

備註：「關鍵日期」指批地文件的條件就期數而獲符合的日期。

Name of the Phase of the Development (the "Phase")
Phase 2 of THE SOUTHSIDE is called "La Marina"

Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase
11 Heung Yip Road*
Note: * This provisional street number is subject to confirmation when the Phase is completed.

Total number of storeys of each multi-unit building
Tower 1 (1A and 1B) : 28 storeys
Tower 2 (2A and 2B) : 33 storeys
Note:
- The above number of storeys includes 2/F, 3/F, Podium Floor and 9/F (Refuge Floor)
- The above number of storeys excludes Transfer Plate, Roof, Upper Roof and Top Roof

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase
Tower 1 (1A and 1B) : 2/F, 3/F, Podium Floor, Transfer Plate, 5/F-12/F, 15/F-23/F, 25/F-32/F, Roof, Upper Roof and Top Roof
Tower 2 (2A and 2B) : 2/F, 3/F, Podium Floor, Transfer Plate, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-38/F, Roof, Upper Roof and Top Roof

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order
Tower 1 (1A and 1B) : 4/F, 13/F, 14/F and 24/F
Tower 2 (2A and 2B) : 4/F, 13/F, 14/F, 24/F and 34/F

Refuge floor (if any) of each multi-unit building
Tower 1 (1A and 1B) & Tower 2 (2A and 2B) : 9/F

Estimated material date for the Phase as provided by the Authorized Person for the Phase
31 August 2023

The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note: "Material date" means the date on which the conditions of the land grant are complied with in respect of the Phase.

賣方
香港鐵路有限公司（作為“擁有人”）[1]
High Crown Holdings Limited （作為“如此聘用的人”）[2]

賣方之控權公司
擁有人（香港鐵路有限公司）之控權公司：
不適用
如此聘用的人（High Crown Holdings Limited）之控權公司：
Best Profile Limited

期數的認可人士
李明嫻

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團
巴馬丹拿建築及工程師有限公司

期數的承建商
中國海外房屋工程有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
的近律師行
高李葉律師行
胡關李羅律師行
劉漢銓律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
不適用

已為期數的建造提供貸款的任何其他人士
Apex Ally Limited
Central Wisdom Limited

備註：
1. “擁有人”指期數中的住宅物業的法律上的擁有人或實益擁有人。
2. “如此聘用的人”指擁有人聘用以統籌和監督期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Vendor
MTR Corporation Limited (as “Owner”)[1]
High Crown Holdings Limited (as “Person so engaged”)[2]

Holding Company of the Vendor
Holding Company of the Owner (MTR Corporation Limited) :
Not applicable
Holding Company of the Person so engaged (High Crown Holdings Limited) :
Best Profile Limited

Authorized Person for the Phase
Lee Ming Yen, Jennifer

The firm or corporation of which an Authorized Person for the Phase is a proprietor, director or employee in his or her professional capacity
P&T Architects and Engineers Limited

Building contractor for the Phase
China Overseas Building Construction Limited

The firms of solicitors acting for the owner in relation to the sale of residential properties in the Phase
Deacons
Kao, Lee & Yip
Woo Kwan Lee & Lo
Chu & Lau

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
Not applicable

Any other persons who have made a loan for the construction of the Phase
Apex Ally Limited
Central Wisdom Limited

Notes:
1. “Owner” means the legal or beneficial owner of the residential properties in the Phase.
2. “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

(a)	賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人； The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Phase;	不適用 Not applicable
(b)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人； The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person;	不適用 Not applicable
(c)	賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的家人； The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	否 No
(d)	賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人； The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	不適用 Not applicable
(e)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人； The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	不適用 Not applicable
(f)	賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的有聯繫人士的家人； The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	否 No
(g)	賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人； The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase;	不適用 Not applicable
(h)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人； The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase;	不適用 Not applicable
(i)	賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述律師事務所的經營人的家人； The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	否 No
(j)	賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份； The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a private company, and an Authorized Person for the Phase, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	否 No
(k)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份； The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	否 No
(l)	賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書； The Vendor or a building contractor for the Phase is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	否 No
(m)	賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員； The Vendor or a building contractor for the Phase is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor;	不適用 Not applicable
(n)	賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份； The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor;	否 No
(o)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份； The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor;	否 No
(p)	賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書； The Vendor or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	否 No
(q)	賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員； The Vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor;	不適用 Not applicable
(r)	賣方或該期數的承建商屬法團，而期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團； The Vendor or a building contractor for the Phase is a corporation, and the corporation of which an Authorized Person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	否 No
(s)	賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。 The Vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	否 No

備註：
在此提述賣方即提述香港鐵路有限公司（作為"擁有人"）或High Crown Holdings Limited（作為"如此聘用的人"）。

Remark:
A reference to the Vendor here is a reference to either MTR Corporation Limited (as "Owner") or High Crown Holdings Limited (as "Person so engaged").

期數將會有構成圍封牆的一部分的非結構的預製外牆。

每幢建築物的非結構的預製外牆的厚度範圍將為150毫米。

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.

The range of thickness of the non-structural prefabricated external walls of each block will be 150mm.

每個住宅物業的非結構的預製外牆的總面積表
Schedule of Total Area of Non-structural Prefabricated External Walls of Each Residential Property

座 Tower	每個住宅物業的非結構的預製外牆的總面積（平方米） Total area of non-structural prefabricated external walls of each residential property (sq.m)					
	樓層 Floor / 單位 Unit	A	B	C	D	E
第1座 (1A) Tower 1 (1A)	5樓 5/F	1.487	1.060	0.953	0.807	0.683
	6樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 6/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F	1.360	1.060	0.825	0.807	0.555
	32樓 32/F	2.138	0.458			

座 Tower	每個住宅物業的非結構的預製外牆的總面積（平方米） Total area of non-structural prefabricated external walls of each residential property (sq.m)						
	樓層 Floor / 單位 Unit	A	B	C	D	E	F
第2座 (2A) Tower 2 (2A)	5樓 5/F	0.573	1.346	0.837	0.582	0.296	-
	6樓至8樓 6/F-8/F	0.690	1.346	0.837	0.582	0.296	-
	10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F	0.690	1.346	0.837	0.582	0.296	-
	38樓 38/F	0.825	0.409	-			

座 Tower	每個住宅物業的非結構的預製外牆的總面積（平方米） Total area of non-structural prefabricated external walls of each residential property (sq.m)						
	樓層 Floor / 單位 Unit	A	B	C	D	E	F
第1座 (1B) Tower 1 (1B)	5樓 5/F	1.879	1.045	0.490	0.330	-	0.683
	6樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 6/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F	1.752	1.045	0.490	0.330	-	0.556
	32樓 32/F	1.354	-	-			

座 Tower	每個住宅物業的非結構的預製外牆的總面積（平方米） Total area of non-structural prefabricated external walls of each residential property (sq.m)							
	樓層 Floor / 單位 Unit	A	B	C	D	E	F	G
第2座 (2B) Tower 2 (2B)	5樓 5/F	-	0.821	0.845				0.683
	6樓至8樓 6/F-8/F	-	0.821	0.845	0.285	0.525	0.296	0.555
	10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F	-	0.821	1.490		0.536	0.296	0.555
	37樓 37/F		0.821	1.490		0.536	0.296	0.555
	37樓及38樓（複式） 37/F & 38/F (Duplex)	-						
	38樓 38/F		0.476	-				

備註：
1. 第1座（1A及1B）不設13樓、14樓及24樓，9樓為庇護層。
2. 第2座（2A及2B）不設13樓、14樓、24樓及34樓，9樓為庇護層。
3. 上表 “-” 代表該住宅物業將不會有構成圍封牆一部分的非結構的預製外牆。

Notes:
1. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B) and 9/F is refuge floor.
2. 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B) and 9/F is refuge floor.
3. The symbol "-" as shown in the schedule above denotes that there will not be non-structural prefabricated external walls forming part of the enclosing walls of that residential property.

期數將會有構成圍封牆的一部分的幕牆。

每幢建築物的幕牆的厚度範圍將為200毫米。

There will be curtain walls forming part of the enclosing walls of the Phase.

The range of thickness of the curtain walls of each building will be 200mm.

每個住宅物業的幕牆的總面積表
Schedule of Total Area of Curtain Walls of Each Residential Property

座 Tower	每個住宅物業的幕牆的總面積（平方米） Total area of curtain walls of each residential property (sq.m)						
	樓層 Floor / 單位 Unit	A	B	C	D	E	
第1座 (1A) Tower 1 (1A)	5樓 5/F	2.780	2.175	0.404	1.774	0.395	
	6樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 6/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F	2.780	2.175	0.404	1.774	0.395	
	32樓 32/F	3.707	2.866				

座 Tower	每個住宅物業的幕牆的總面積（平方米） Total area of curtain walls of each residential property (sq.m)							
	樓層 Floor / 單位 Unit	A	B	C	D	E	F	
第1座 (1B) Tower 1 (1B)	5樓 5/F	3.170	1.941	0.830	0.829	1.520	0.393	
	6樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 6/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F	3.170	1.941	0.674	0.673	1.364	0.393	
	32樓 32/F	4.379	2.850	2.962				

座 Tower	每個住宅物業的幕牆的總面積（平方米） Total area of curtain walls of each residential property (sq.m)							
	樓層 Floor / 單位 Unit	A	B	C	D	E	F	
第2座 (2A) Tower 2 (2A)	5樓 5/F	2.075	1.846	0.990	1.771	0.558	1.593	
	6樓至8樓 6/F-8/F	2.075	1.690	0.834	1.615	0.398	1.593	
	10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F	2.075	1.690	0.834	1.615	0.398	1.593	
	38樓 38/F	4.313	3.980	3.130				

座 Tower	每個住宅物業的幕牆的總面積（平方米） Total area of curtain walls of each residential property (sq.m)							
	樓層 Floor / 單位 Unit	A	B	C	D	E	F	G
第2座 (2B) Tower 2 (2B)	5樓 5/F	1.473	0.941	1.207				0.560
	6樓至8樓 6/F-8/F	1.473	0.785	0.921	0.335	0.625	0.400	0.400
	10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F	1.473	0.782	0.949		0.625	0.400	0.400
	37樓 37/F		0.782	0.949		0.625	0.400	0.400
	37樓及38樓（複式） 37/F & 38/F (Duplex)	3.019						
	38樓 38/F		4.293	2.590				

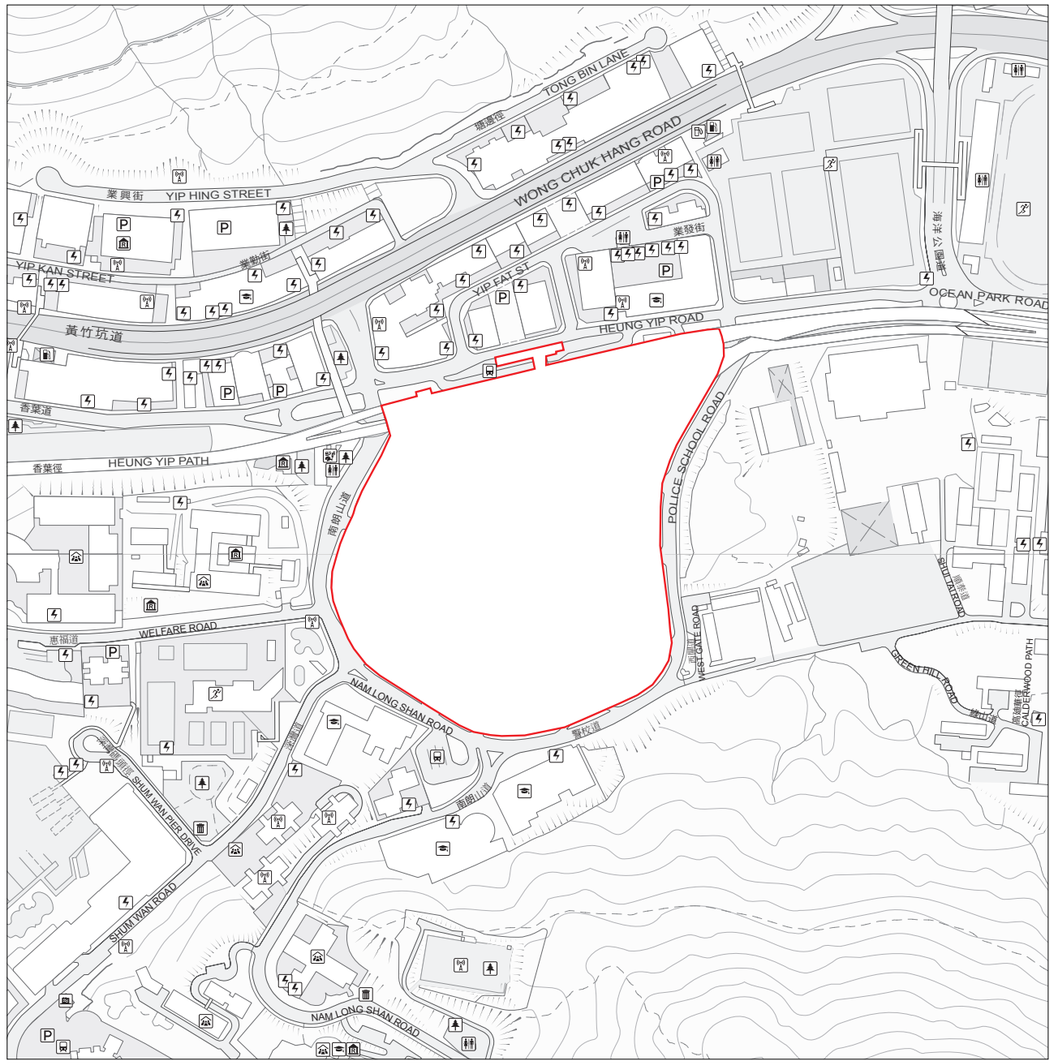
備註：
1. 第1座（1A及1B）不設13樓、14樓及24樓，9樓為庇護層。
2. 第2座（2A及2B）不設13樓、14樓、24樓及34樓，9樓為庇護層。

Notes:
1. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B) and 9/F is refuge floor.
2. 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B) and 9/F is refuge floor.

發展項目主公契及期數的副公契的最新擬稿未有提供發展項目及期數的管理人的名稱，而賣方擬在簽立主公契及副公契時委任香港鐵路有限公司或其子公司為發展項目及期數的管理人。

The latest draft of the Principal Deed of Mutual Covenant of the Development and the Sub-Deed of Mutual Covenant of the Phase do not provide the name of the manager of the Development and the Phase, and the Vendor intends to appoint MTR Corporation Limited or its subsidiary as the manager of the Development and the Phase upon the execution of the Principal Deed of Mutual Covenant and the Sub-Deed of Mutual Covenant.

7 發展項目的所在位置圖
LOCATION PLAN OF THE DEVELOPMENT



比例：0米(M) 250米(M)
Scale :

N

發展項目的位置
Location of the Development

此位置圖是由賣方擬備並參考地政總署測繪處於2021年11月25日出版之數碼地形圖，圖幅編號T11-SW-D及2021年11月25日出版之數碼地形圖，圖幅編號T15-NW-B ，有需要處經修正處理。

This location plan is prepared by the Vendor with reference to the Digital Topographic Map No. T11-SW-D dated 25 November 2021 and No. T15-NW-B dated 25 November 2021 from the Survey and Mapping Office of the Lands Department, with adjustments where necessary.

圖例 Notation

- 油站
  Petrol Filling Station
- 石油氣加氣站
  LPG Filling Station
- 污水處理廠及設施
  Sewage Treatment Works and Facilities
- 發電廠（包括電力分站）
  Power Plant (including Electricity Sub-stations)
- 垃圾收集站
  Refuse Collection Point
- 市場（包括濕貨市場及批發市場）
  Market (including a Wet Market and a Wholesale Market)
- 公眾停車場（包括貨車停泊處）
  Public Carpark (including a Lorry Park)
- 公廁
  Public Convenience
- 公共交通總站（包括鐵路車站）
  Public Transport Terminal (including a Rail Station)
- 公用事業設施裝置
  Public Utility Installation
- 宗教場所（包括教堂、廟宇及祠堂）
  Religious Institution (including a Church, a Temple and a Tsz Tong)
- 學校（包括幼稚園）
  School (including a Kindergarten)
- 社會福利設施（包括老人中心及弱智人士護理院）
  Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
- 體育設施（包括運動場及游泳池）
  Sports Facilities (including a Sports Ground and a Swimming Pool)
- 公園
  Public Park

備註：

1. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此所在位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

Notes:

1. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
2. The location plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。
The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

8 期數的鳥瞰照片
AERIAL PHOTOGRAPH OF THE PHASE



期數的位置
Location of the Phase

N

備註：

1. 摘錄自地政總署測繪處於2020年7月24日在3,000呎的飛行高度拍攝之鳥瞰照片（照片編號為E101229C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
4. 賣方亦建議準買家到有關期數地盤作實地考察，以對該期數、其周邊地區的環境及附近的公共設施有較佳的了解。
5. 期數的鳥瞰照片之副本可於期數的售樓處開放時間內免費查閱。

Notes:

1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 3,000 feet on 24 July 2020 (Photo No. E101229C).
2. Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.
3. Due to the technical reason that the boundary of the Phase is irregular, the aerial photograph may show area more than the area required under the Residential Properties (First-hand Sales) Ordinance.
4. The Vendor also advises prospective purchasers to conduct on-site visit for a better understanding of the Phase, its surrounding environment and the public facilities nearby.
5. Copy of the aerial photograph of the Phase is available for free inspection at the sales office of the Phase during opening hours.



This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2020年10月27日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E103494C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
4. 賣方亦建議準買家到有關期數地盤作實地考察，以對該期數、其周邊地區的環境及附近的公共設施有較佳的了解。
5. 期數的鳥瞰照片之副本可於期數的售樓處開放時間內免費查閱。

Notes:
1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet on 27 October 2020 (Photo No. E103494C).
2. Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.
3. Due to the technical reason that the boundary of the Phase is irregular, the aerial photograph may show area more than the area required under the Residential Properties (First-hand Sales) Ordinance.
4. The Vendor also advises prospective purchasers to conduct on-site visit for a better understanding of the Phase, its surrounding environment and the public facilities nearby.
5. Copy of the aerial photograph of the Phase is available for free inspection at the sales office of the Phase during opening hours.



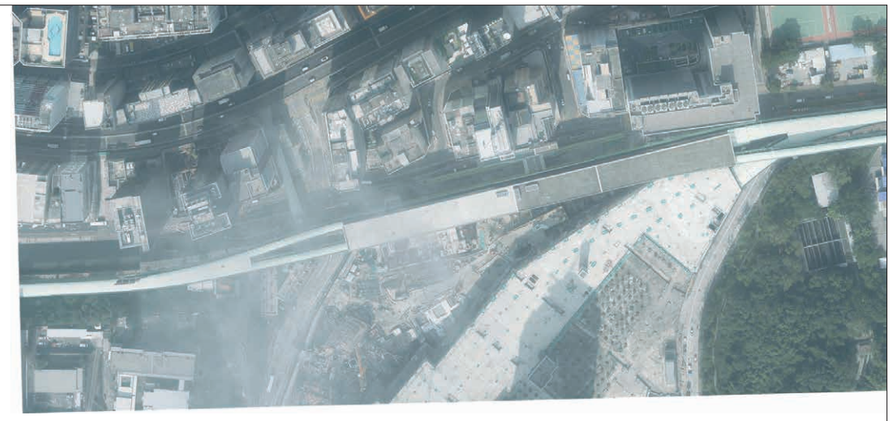
This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2020年10月27日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E103495C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
4. 賣方亦建議準買家到有關期數地盤作實地考察，以對該期數、其周邊地區的環境及附近的公共設施有較佳的了解。
5. 期數的鳥瞰照片之副本可於期數的售樓處開放時間內免費查閱。

Notes:
1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet on 27 October 2020 (Photo No. E103495C).
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3. Due to the technical reason that the boundary of the Phase is irregular, the aerial photograph may show area more than the area required under the Residential Properties (First-hand Sales) Ordinance.
4. The Vendor also advises prospective purchasers to conduct on-site visit for a better understanding of the Phase, its surrounding environment and the public facilities nearby.
5. Copy of the aerial photograph of the Phase is available for free inspection at the sales office of the Phase during opening hours.



This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2021年1月6日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E118804C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
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Notes:
1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet on 6 January 2021 (Photo No. E118804C).
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This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2021年1月6日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E118805C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
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1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet on 6 January 2021 (Photo No. E118805C).
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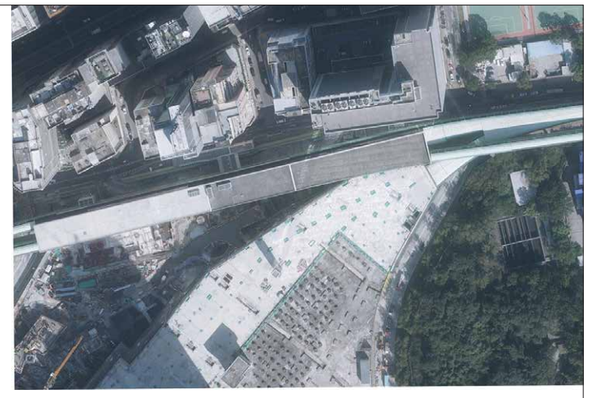
This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2021年1月13日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E122557C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
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Notes:
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This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

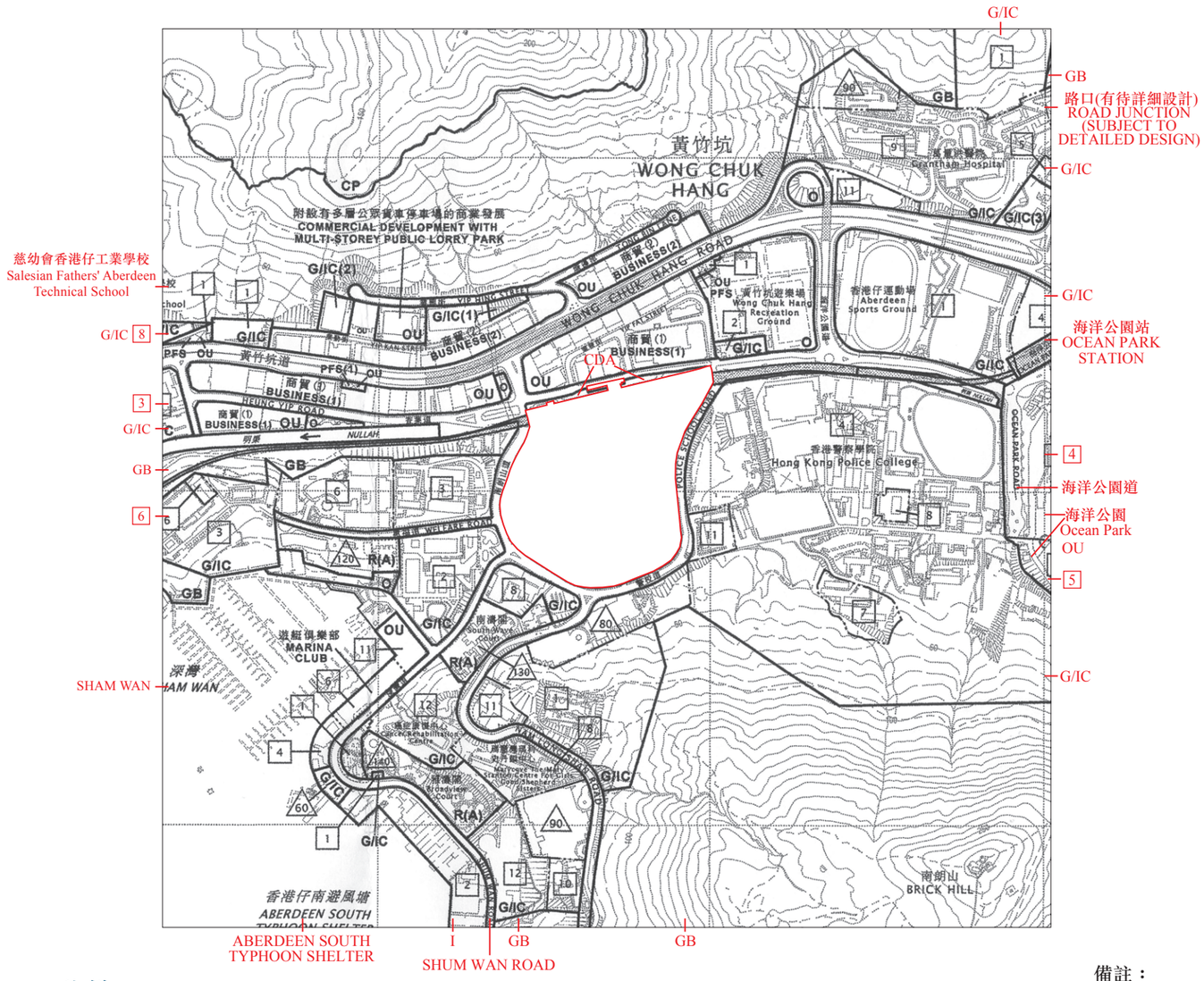
期數的位置
Location of the Phase

N

備註：
1. 摘錄自地政總署測繪處於2021年1月13日在6,900呎的飛行高度拍攝之鳥瞰照片（照片編號為E122559C）。
2. 香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
3. 由於期數邊界不規則的技術原因，鳥瞰照片所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。
4. 賣方亦建議準買家到有關期數地盤作實地考察，以對該期數、其周邊地區的環境及附近的公共設施有較佳的了解。
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1. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet on 13 January 2021 (Photo No. E122559C).
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5. Copy of the aerial photograph of the Phase is available for free inspection at the sales office of the Phase during opening hours.

9 關乎發展項目的分區計劃大綱圖等
OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



比例 Scale: 0米(M) 500米(M)

N

發展項目邊界
Boundary of the Development

摘錄自2018年8月31日刊憲之香港仔及鴨脷洲（港島規劃區第15及16區）分區計劃大綱核准圖，圖則編號為S/H15/33，有需要處經修正處理，以紅色表示。

Adopted from part of the Hong Kong Planning Areas No.15 & 16 - Approved Aberdeen & Ap Lei Chau Outline Zoning Plan, Plan No. S/H15/33, gazetted on 31 August 2018, with adjustments where necessary as shown in red.

此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

The plan, prepared by the planning department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

圖例 Notation

地帶 Zones

R(A)	住宅（甲類） Residential (Group A)	OU	其他指定用途 Other specified uses
GB	綠化地帶 Green belt	O	休憩用地 Open space
G/IC	政府、機構或社區 Government, institution or community	CP	郊野公園 Country park
I	工業 Industrial	CDA	綜合發展區 Comprehensive development area

交通 Communications

主要道路及路口
Major road and junction

高架道路
Elevated road

鐵路及車站（高架）
Railway and station (elevated)

其他 Miscellaneous

100 最高建築物高度（在主水平基準上若干米）
Maximum building height (in metres above principal datum)

8 最高建築物高度（樓層數目）
Maximum building height (in number of storeys)

PFS 加油站
Petrol filling station

建築物高度管制區界線
Building height control zone boundary

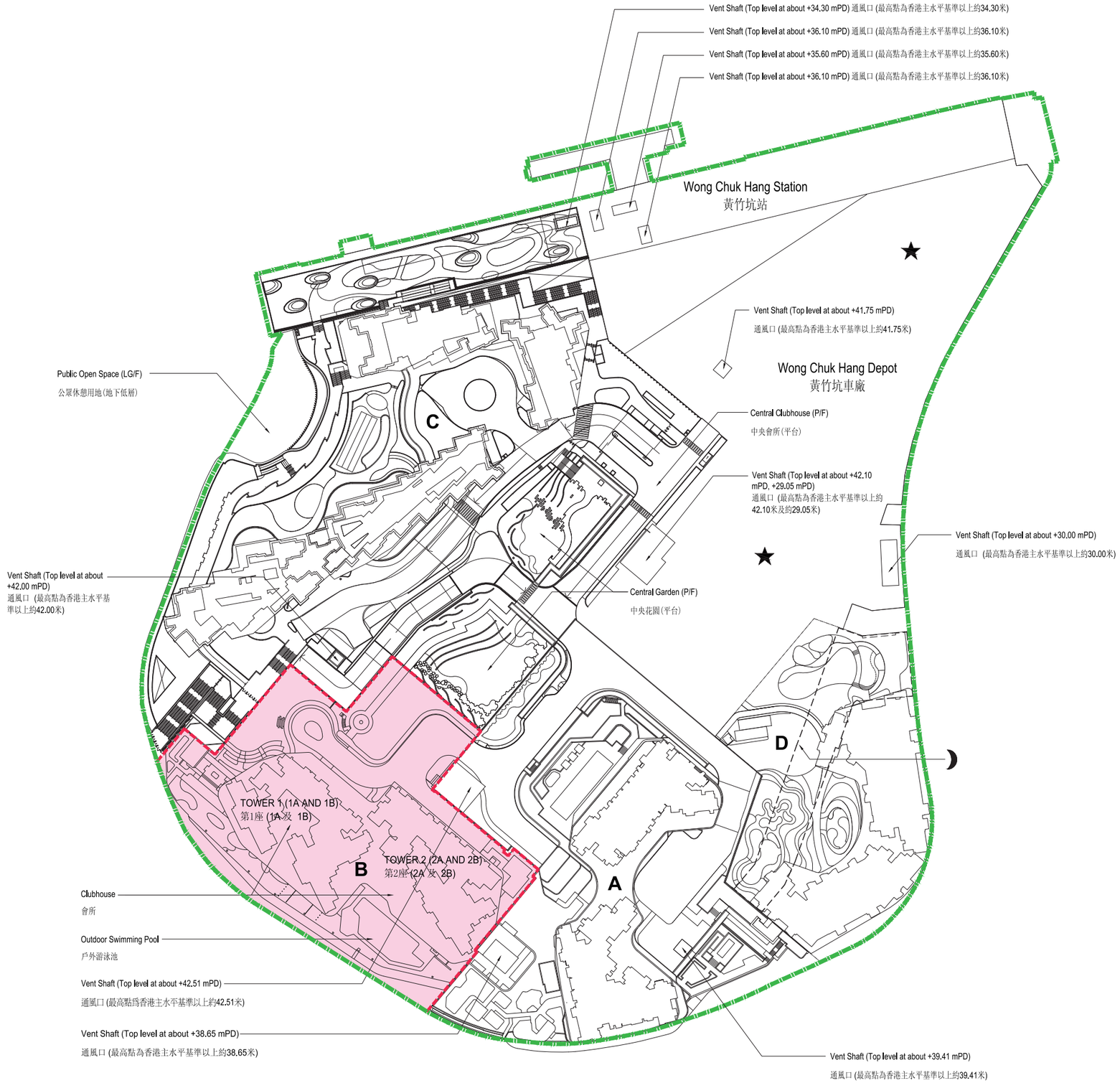
備註：

1. 在印製售樓說明書當日適用的最近期更新版本分區計劃大綱圖及其附表，可於期數的售樓處開放時間內免費查閱。
2. 賣方建議準買家到該發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目邊界不規則的技術原因，此圖所顯示之範圍可能多於《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

1. The last updated version of the Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office of the Phase during opening hours.
2. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. Due to technical reason that the boundary of the Development is irregular, the plan may show area more than the area required under the Residential Properties (First-hand Sales) Ordinance.

10 發展項目的布局圖
LAYOUT PLAN OF THE DEVELOPMENT



N

圖例
Legend

發展項目的邊界
Boundary of the Development

期數邊界
Boundary of the Phase

期數（粉紅色）
The Phase (Pink)

Remark :

1. There may be future changes to the buildings and facilities in the Development subject to the final approval by the relevant Government authorities.
2. Floodlights will be provided for lighting of the outdoor swimming pools of the Phase and other phases of the Development in the evening. Prospective purchasers please note the impact (if any) of the illumination of such lighting system on individual residential unit.
3. There are vent shafts of the Wong Chuk Hang Depot and Wong Chuk Hang Station located within the Development. Prospective purchasers please note the impact (if any) of such vent shafts on individual residential unit.
4. mPD = metres above the Hong Kong Principal Datum (in metres).

備註：

1. 發展項目內的建築物及設施將來可能會有所變化，並以有關政府部門的批核為準。
2. 期數及發展項目其他期數之室外泳池會裝設泛光燈以供室外泳池的晚間照明。請準買家注意該等照明系統的照明對個別住宅單位造成的影響（如有）。
3. 發展項目內設有黃竹坑車廠及黃竹坑站的通風口。請準買家注意該等通風口對個別住宅單位造成的影響（如有）。
4. mPD = 香港主水平基準以上高度（米）。

比例 : 0米(M) 100米(M)
Scale :

10 發展項目的布局圖
LAYOUT PLAN OF THE DEVELOPMENT

A. The estimated date of completion of Phase 1 of the Development located in Site A is 28 February 2022 as provided by the authorized person for the said phase.

B. The estimated date of completion of the Phase (coloured pink on the plan) is 15 September 2022 as provided by the authorized person for the said phase.

C. The estimated date of completion of Phase 3 of the Development located in Site C is 21 September 2024 as provided by the authorized person for the said phase.

D. The estimated date of completion of Phase 4 of the Development located in Site D is 3 February 2025 as provided by the authorized person for the said phase.

★ The undeveloped sites are intended for residential use.

❩ The estimated date of completion of the part of the Estate Road of the Development located in Site D is 28 February 2022 as provided by the authorized person for the said facility.

A. 位於A地盤的發展項目第1期的認可人士提供該期數的預計落成日期為2022年2月28日。

B. 位於B地盤的期數（圖中粉紅色部分）的認可人士提供該期數的預計落成日期為2022年9月15日。

C. 位於C地盤的發展項目第3期的認可人士提供該期數的預計落成日期為2024年9月21日。

D. 位於D地盤的發展項目第4期的認可人士提供該期數的預計落成日期為2025年2月3日。

★ 未發展地盤擬作住宅用途。

❩ 位於D地盤的部分發展項目的屋苑公用道路的認可人士提供該設施的預計落成日期為2022年2月28日。

Floor plans of residential properties in the Phase

期數的住宅物業的樓面平面圖

樓面平面圖中所使用名詞及簡稱之圖例
Legend of terms and abbreviations used on Floor Plan

ACCESS PANEL	= Access panel	= 檢修門
ACC. LIFT	= Accessible lift	= 傷健人士升降機
ACOUSTIC BALCONY	= Acoustic balcony	= 隔音露台
ACOUSTIC WINDOW	= Acoustic window	= 隔音窗
AT _/F ONLY	= At _/F only	= 只設於 _ 樓
A/C AREA	= Air conditioner area	= 冷氣機區
A/C PLATFORM	= Air conditioner platform	= 冷氣機平台
A/C PLATFORM ABOVE	= Air conditioner platform above	= 冷氣機平台置上
A/C PLATFORM BELOW	= Air conditioner platform below	= 冷氣機平台置下
A.D.	= Air Duct	= 通風管道
A.F.	= Architectural feature	= 建築裝飾
A.F ABOVE	= Architectural feature above	= 建築裝飾置上
A.F. BELOW	= Architectural feature below	= 建築裝飾置下
BAL.	= Balcony	= 露台
BAL. ABOVE	= Balcony above	= 露台置上
BAL. BELOW	= Balcony below	= 露台置下
BATH	= Bathroom	= 浴室
BEDROOM	= Bedroom	= 睡房
BUILDING LINE ABOVE	= Building line above	= 建築物外線置上
COMMON AREA	= Common area	= 公用地方
CORRIDOR	= Corridor	= 走廊
C.W. ABOVE	= Curtain wall above	= 幕牆置上
DOG HOUSE	= Dog house	= 室外管道房
ELV.	= Extra low voltage electrical duct	= 特低壓電線槽
E.M.C.	= Electrical meter cabinet	= 電錶櫃
E.M.R.	= Electrical meter room	= 電錶房
FIREMAN'S LIFT LOBBY	= Fireman's lift lobby	= 消防員升降機大堂
FIXED FIRE PUMP ROOM	= Fixed fire pump room	= 固定消防泵房
FLAT ROOF	= Flat roof	= 平台
FLAT ROOF (COMMON AREA)	= Flat roof (common area)	= 平台（公用地方）
FLAT ROOF BELOW	= Flat roof below	= 平台置下
FLUSHING WATER PUMP ROOM	= Flushing water pump room	= 沖廁水泵房
FOR P.W. VENTING	= For pipe well venting	= 用作管道井通風

樓面平面圖中所使用名詞及簡稱之圖例
Legend of terms and abbreviations used on Floor Plan

FOR T2	= For Tower 2	= 於第 2 座
FOR _/F ONLY	= For _/F only	= 只設於 _ 樓
F.S. WATER TANK	= Fire service water tank	= 消防水缸
F.S. WATER TANK ROOM	= Fire service water tank room	= 消防水缸房
H.R.	= Hose reel	= 消防喉轆
INACCESSIBLE FLAT ROOF	= Inaccessible flat roof	= 不能進出的平台
KIT.	= Kitchen	= 廚房
LANDSCAPED AREA (INACCESSIBLE COMMON AREA)	= Landscaped area (inaccessible common area)	= 園景區（不能進出的公用地方）
LAV.	= Lavatory	= 洗手間
LIFT	= Lift	= 升降機
LIFT LOBBY	= Lift lobby	= 升降機大堂
LIFT OVERRUN	= Lift overrun	= 升降機槽
LIV. / DIN.	= Living room/dining room	= 客廳 / 飯廳
L.W.	= Light well	= 天井
NOISE ABSORPTIVE WALL LINING	= Noise absorptive wall lining	= 吸音牆封板
METAL GRATING PLATFORM	= Metal grating platform	= 金屬格柵平台
METAL GRILLE ABOVE	= Metal grille above	= 金屬格柵置上
M. BATH	= Master bathroom	= 主人浴室
M. BEDROOM	= Master bedroom	= 主人睡房
M.L. AT H/L	= Metal louver at high level	= 金屬百葉設在高位
OPEN KIT.	= Open kitchen	= 開放式廚房
OPEN FLAT ROOF	= Open flat roof	= 露天平台
OPEN FLAT ROOF BELOW	= Open flat roof below	= 露天平台置下
PLANTER	= Planter	= 花槽
PRIVATE GARDEN	= Private garden	= 私人花園
POTABLE WATER PUMP ROOM	= Potable water pump room	= 食水泵房
POTABLE WATER TANK	= Potable water tank	= 食水水缸
PRIVATE ROOF	= Private roof	= 私人天台
P.D.	= Pipe duct	= 管道槽
P.D.(F.S.)	= Fire service pipe duct	= 消防管道槽
P.L.	= Protected lobby	= 防煙間
P.W.	= Pipe well	= 管道井
ROOF OF BAL.	= Roof of balcony	= 露台頂部

樓面平面圖中所使用名詞及簡稱之圖例
Legend of terms and abbreviations used on Floor Plan

ROOF OF U.P.	= Roof of utility platform	= 工作平台頂部
R.C. PLINTH	= Reinforced concrete plinth	= 鋼筋混凝土基座
R.S.M.R.R.	= Refuse storage and material recovery room	= 垃圾及物料回收室
SELF-CLOSING DOOR (NOT FOR LIGHTING & VENTILATION)	= Self-closing door (not for lighting & ventilation)	= 自動關閉門（不用作照明及通風）
STORE	= Store	= 士多房
STOVE	= Stove	= 爐
ST-T_ -_	= Staircase-Tower _ -_	= 第 _ 座 _ 號樓梯
TOWER	= Tower	= 座
T.R.S.	= Temporary refuge space	= 臨時庇護處
UP	= Up	= 往上
U.P.	= Utility platform	= 工作平台
U.P. ABOVE	= Utility platform above	= 工作平台置上
U.P. BELOW	= Utility platform below	= 工作平台置下
W.M.C.	= Water meter cabinet	= 水錶櫃
_ H.A.F.F.L	= _mm high above floor finish level	= 離地台完成面 _ 毫米高

適用於本節各樓面平面圖之備註：

1. 部分樓層外牆設有建築裝飾及/或外露喉管/管道。詳細資料請參考最新的經批准的建築圖則及其他相關圖則。
2. 部分住宅物業的露台及/或平台及/或工作平台及/或花園及/或冷氣機平台及/或外牆上/附近設有外露及/或內藏於外牆覆蓋板的公用喉管及/或其他機電設備。詳細資料請參考最新經批准的建築圖則及/或排水設施圖則。
3. 部分住宅物業之客廳、飯廳、睡房、士多房、廚房、浴室、洗手間及/或走廊之天花可能設有假天花及/或跌級樓板用以裝置冷氣系統及/或其他機電設備。
4. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、淋浴間、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘錄自最新的經批准的建築圖則，只作一般性標誌，而非展示其實際大小、設計及形狀。
5. 露台及工作平台為不可封閉的地方。
6. 住宅物業有非結構預製外牆及幕牆。住宅物業之實用面積之計算包括非結構預製外牆及幕牆之面積，並由非結構預製外牆及幕牆之外圍起計。
7. 在期數管理人員安排外牆之必要維修進行期間，吊船將在期數的住宅物業之窗戶外及平台/天台/花園上方之空間運作。

Notes applicable to the floor plans in this section :

1. There are architectural features and/or exposed pipes on the external walls of some of the floors. For details, please refer to the latest approved building plans and other relevant plans.
2. Common pipes and/or mechanical and electrical services exposed and/or enclosed in cladding are located at/adjacent to the balcony and/or flat roof and/or utility platform and/or garden and/or air-conditioning platform and/or external wall of some residential properties. For details, please refer to the latest approved building plans and/or approved drainage plans.
3. There are ceiling bulkheads and/or sunken slabs on the ceiling at living room, dining room, bedrooms, store, kitchen, bathroom, lavatory and/or corridors of some residential properties for the installation of the air-conditioning system and/or other mechanical and electrical services.
4. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, shower cubicle, sink, water closets, shower, sink counter etc. are architectural symbols retrieved from the latest approved building plans and are for general indication only and are not indications of their actual size, designs and shapes.
5. Balconies and utility platforms are non-enclosed areas.
6. There are non-structural prefabricated external walls and curtain walls in the residential properties. The saleable area of a residential property has included the area of non-structural prefabricated external walls and curtain walls and is measured from the exterior of such non-structural prefabricated external wall and curtain walls.
7. During the necessary maintenance of the external walls by manager of the Phase, the gondola will be operating in the airspace outside the window and above flat roof / roof / garden of residential properties of the Phase.

第1座（1A及1B）　5樓
Tower 1 (1A and 1B)　5/F



圖例
LEGEND

供維修排水渠用之公用地方
（設75毫米(高)基座）
COMMON AREA FOR MAINTENANCE OF DRAIN PIPES (WITH 75MM (H) PLINTH)

洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

比例 : 0米(M)　5米(M)
Scale:

第1座（1A及1B）　　5樓
Tower 1 (1A and 1B)　　5/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)					每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)				
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	A	B	C	D	E
第1座 (1A) Tower 1 (1A)	5樓 5/F	3600, 3750, 3950		3650, 3750,3950			150, 215, 250		150		
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第1座 (1B) Tower 1 (1B)	5樓 5/F	3550, 3600, 3650, 3750, 3950	3600, 3650, 3750, 3950	3650, 3750, 3950				150, 215, 250		150, 300	150	150, 215	

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

第1座（1A及1B）　　6樓至8樓、10樓至12樓及15樓至20樓
Tower 1 (1A and 1B)　　6/F-8/F, 10/F-12/F and 15/F-20/F



第1座(1B) 7樓、15樓及19樓
部份平面圖
PART PLAN AT 7/F, 15/F & 19/F
OF TOWER 1 (1B)

第1座(1B) 6樓 部份平面圖
PART PLAN AT 6/F OF
TOWER 1 (1B)

圖例
LEGEND

吸音牆封板
NOISE ABSORPTIVE
WALL LINING

洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

第1座(1A) 6樓 部份平面圖
PART PLAN AT 6/F OF TOWER 1 (1A)

第1座(1A) 7樓、15樓及19樓 部份平面圖
PART PLAN AT 7/F, 15/F & 19/F OF TOWER 1 (1A)

比例 : 0米(M)　　5米(M)
Scale:

第1座（1A及1B）　6樓至8樓、10樓至12樓及15樓至20樓
Tower 1 (1A and 1B)　6/F-8/F, 10/F-12/F and 15/F-20/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)					每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)				
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	A	B	C	D	E
第1座 (1A) Tower 1 (1A)	6樓至7樓、10樓至12樓及15樓至20樓 6/F-7/F, 10/F-12/F & 15/F-20/F	3150					150, 215, 250		150		
	8樓 8/F	3150, 3500		3150, 3450			150, 215, 250		150		

座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第1座 (1B) Tower 1 (1B)	6樓至7樓、10樓至12樓及15樓至20樓 6/F-7/F, 10/F-12/F & 15/F-20/F	3150						150, 215, 250		150, 300	150	150, 215	
	8樓 8/F	3150, 3450, 3500, 3550	3150, 3450, 3500	3150, 3450				150, 215, 250		150, 300	150	150, 215	

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：

1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
5. 第1座（1A及1B）不設13樓、14樓及24樓，9樓為庇護層。

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

Notes:

1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to page 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
5. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B) and 9/F is refuge floor.

第1座（1A及1B）　21樓至23樓、25樓至31樓
Tower 1 (1A and 1B)　21/F-23/F, 25/F-31/F



第1座(1B) 23樓及 28樓 部份平面圖
PART PLAN AT 23/F & 28/F OF TOWER 1 (1B)

第1座(1B) 30樓及31樓 部份平面圖
PART PLAN AT 30/F & 31/F OF TOWER 1 (1B)

第1座(1B) 29樓 部份平面圖
PART PLAN AT 29/F OF TOWER 1 (1B)

圖例
LEGEND

- 吸音牆封板 NOISE ABSORPTIVE WALL LINING
- 洗滌盆 SINK
- 冷氣機 AIR CONDITIONER UNIT

第1座(1A) 30樓及31樓 部份平面圖
PART PLAN AT 30/F & 31/F OF TOWER 1 (1A)

第1座(1A) 29樓 部份平面圖
PART PLAN AT 29/F OF TOWER 1 (1A)

第1座(1A) 23樓及 28樓 部份平面圖
PART PLAN AT 23/F & 28/F OF TOWER 1 (1A)

比例 : 0米(M)　5米(M)
Scale:

第1座（1A及1B）　　21樓至23樓、25樓至31樓
Tower 1 (1A and 1B)　　21/F-23/F, 25/F-31/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)					每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)				
座 Tower	單位 Unit 樓層 Floor	A	B	C	D	E	A	B	C	D	E
第1座 (1A) Tower 1 (1A)	21樓至23樓、25樓至28樓 21/F-23/F, 25/F-28/F	3150					150, 215, 250		150		
	29樓 29/F	3400									
	30樓 30/F	3450									
	31樓 31/F	3050, 3100, 3150, 3400, 3450, 3800	3150, 3450, 3500, 3800	3150, 3450	3150, 3450, 3750	3050, 3450, 3750					

座 Tower	單位 Unit 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第1座 (1B) Tower 1 (1B)	21樓至23樓、25樓至28樓 21/F-23/F, 25/F-28/F	3150						150, 215, 250		150, 300	150	150, 215	
	29樓 29/F	3400											
	30樓 30/F	3450											
	31樓 31/F	3000, 3100, 3150, 3350, 3400, 3450, 3500, 3750, 3800, 3850	3100, 3150, 3400, 3450, 3500, 3800	3100, 3400, 3450, 3750	3150, 3450, 3750								

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
5. 第1座（1A及1B）不設13樓、14樓及24樓，9樓為庇護層。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to page 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
5. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B) and 9/F is refuge floor.

第1座（1A及1B）　32樓
Tower 1 (1A and 1B)　32/F



圖例
LEGEND

□ 洗滌盆
SINK

比例 : 0米(M)　5米(M)
Scale:

第1座（1A及1B）　32樓
Tower 1 (1A and 1B)　32/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)		每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)	
座 Tower	單位 Unit / 樓層 Floor	A	B	A	B
第1座 (1A) Tower 1 (1A)	32樓 32/F	3450, 3800, 3850, 4100, 4150	3450, 3750, 3850	150, 200, 215, 300	150, 200

座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第1座 (1B) Tower 1 (1B)	32樓 32/F	3450, 3800, 3900	3450, 3750, 3800	3450, 3750	150, 200, 215, 300	150, 300	150, 200, 215

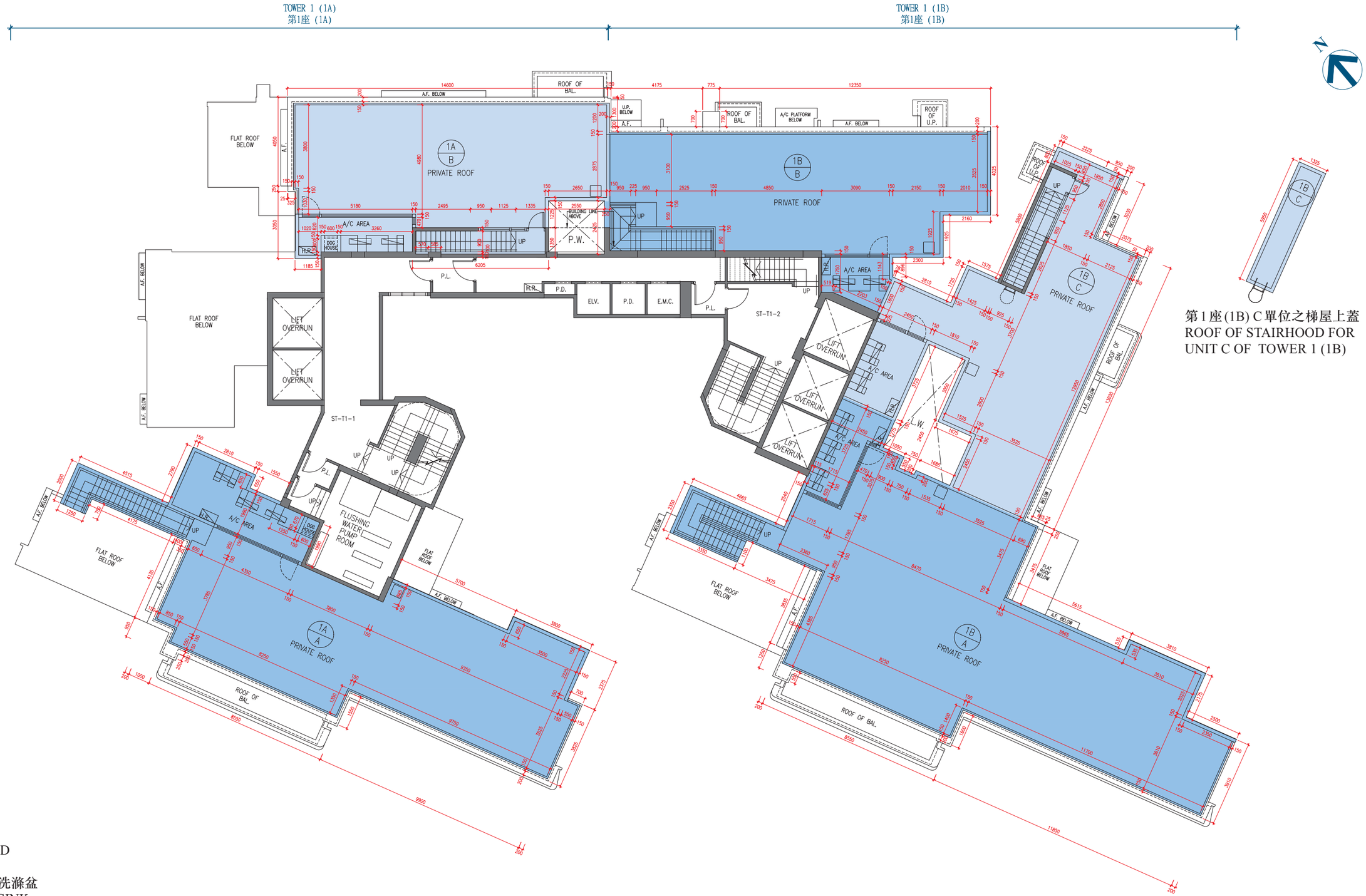
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。

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Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

第1座（1A及1B）　天台
Tower 1 (1A and 1B)　Roof



第1座(1B) C單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT C OF TOWER 1 (1B)

圖例
LEGEND

□ 洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

比例 : 0米(M)　5米(M)
Scale:

第1座（1A及1B）　　天台
Tower 1 (1A and 1B)　　Roof

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)		每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)	
座 Tower	單位 Unit / 樓層 Floor	A	B	A	B
第1座 (1A) Tower 1 (1A)	天台 Roof	不適用 Not applicable	3350	不適用 Not applicable	150

座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第1座 (1B) Tower 1 (1B)	天台 Roof	不適用 Not applicable		3000	不適用 Not applicable		150

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
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3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

第2座（2A及2B）　5樓
Tower 2 (2A and 2B)　5/F



圖例
LEGEND

供維修排水渠用之公用地方（設75毫米(高)基座）
COMMON AREA FOR MAINTENANCE OF DRAIN PIPES (WITH 75MM (H) PLINTH)

洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

比例 : 0米(M)　5米(M)
Scale:

第2座（2A及2B）　5樓
Tower 2 (2A and 2B)　5/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)						每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)					
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第2座 (2A) Tower 2 (2A)	5樓 5/F	3650, 3750, 3950	3600, 3650, 3750, 3950	3600, 3650, 3700, 3750, 3950	3650, 3750, 3950	3575, 3650, 3750, 3950	3650, 3750, 3950	150, 215				150	
座 Tower	單位 Unit / 樓層 Floor	A		B		C	G	A		B		C	G
第2座 (2B) Tower 2 (2B)	5樓 5/F	3650, 3750, 3950						150, 215		150			

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
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2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

第2座（2A及2B）　6樓至8樓
Tower 2 (2A and 2B)　6/F-8/F



圖例
LEGEND

- 洗滌盆 SINK
- 冷氣機 AIR CONDITIONER UNIT

第2座(2B) 6樓 部份平面圖
PART PLAN AT 6/F OF TOWER 2 (2B)

第2座(2A) 6樓 部份平面圖
PART PLAN AT 6/F OF TOWER 2 (2A)

比例 : 0米(M)　5米(M)
Scale:

第2座（2A及2B）　　6樓至8樓
Tower 2 (2A and 2B)　　6/F-8/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)						每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)					
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第2座 (2A) Tower 2 (2A)	6樓至7樓 6/F-7/F	3150						150, 215				150	
	8樓 8/F	3150, 3450	3150, 3450, 3500	3150, 3400, 3450, 3500	3150, 3450	3150, 3450, 3525	3150, 3450	150, 215				150	

座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	G	A	B	C	D	E	F	G
第2座 (2B) Tower 2 (2B)	6樓至7樓 6/F-7/F	3150							150, 215	150					
	8樓 8/F	3150, 3450		3150, 3450, 3500	3150, 3450	3150, 3450, 3525	3150, 3450		150, 215	150					

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

第2座（2A及2B） **10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓**
Tower 2 (2A and 2B) **10/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-36/F**



第2座(2B) 15樓、19樓、23樓、28樓及32樓 部份平面圖
PART PLAN AT 15/F, 19/F, 23/F, 28/F & 32/F OF TOWER 2 (2B)

第2座(2B) 10樓 部份平面圖
PART PLAN AT 10/F OF TOWER 2 (2B)

第2座(2A) 30樓至36樓
部份樓平面圖
PART PLAN AT 30/F TO 36/F
OF TOWER 2 (2A)

第2座(2A) 29樓
部份平面圖
PART PLAN AT 29/F
OF TOWER 2 (2A)

圖例
LEGEND

洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

第2座(2B) 29樓
部份平面圖
PART PLAN AT 29/F
OF TOWER 2 (2B)

第2座(2B) 30樓至36樓
部份平面圖
PART PLAN AT 30/F TO
36/F OF TOWER 2 (2B)

第2座(2A) 11樓、17樓、21樓、26樓、30樓及35樓 部份平面圖
PART PLAN AT 11/F, 17/F, 21/F, 26/F, 30/F & 35/F OF TOWER 2 (2A)

比例 : 0米(M) 5米(M)
Scale:

<table>
<tr><th colspan="2" rowspan="2">描述 Description</th><th colspan="6">每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)</th><th colspan="6">每個住宅物業的樓板（不包括灰泥）的厚度（毫米）
The thickness of the floor slabs (excluding plaster) of each residential property (mm)</th></tr>
<tr><th>座 Tower</th><th>單位 Unit
樓層 Floor</th><th>A</th><th>B</th><th>C</th><th>D</th><th>E</th><th>F</th><th>A</th><th>B</th><th>C</th><th>D</th><th>E</th><th>F</th></tr>
<tr><td rowspan="3">第2座 (2A)
Tower 2 (2A)</td><td>10樓至12樓、15樓至23樓及25樓至28樓
10/F-12/F, 15/F-23/F & 25/F-28/F</td><td colspan="6">3150</td><td colspan="4" rowspan="3">150, 215</td><td colspan="2" rowspan="3">150</td></tr>
<tr><td>29樓
29/F</td><td colspan="6">3400</td></tr>
<tr><td>30樓至33樓及35樓至36樓
30/F-33/F & 35/F-36/F</td><td colspan="6">3450</td></tr>
<tr><th rowspan="2">座 Tower</th><th>單位 Unit
樓層 Floor</th><th>A</th><th>B</th><th>C</th><th>E</th><th>F</th><th>G</th><th>A</th><th>B</th><th>C</th><th>E</th><th>F</th><th>G</th></tr>
<tr><td rowspan="4">第2座 (2B)
Tower 2 (2B)</td><td>10樓至12樓、15樓至23樓及25樓至28樓
10/F-12/F, 15/F-23/F & 25/F-28/F</td><td colspan="6">3150</td><td rowspan="4">150, 215</td><td colspan="5" rowspan="4">150</td></tr>
<tr><td>29樓
29/F</td><td colspan="6">3400</td></tr>
<tr><td>30樓至33樓及35樓
30/F-33/F & 35/F</td><td colspan="6">3450</td></tr>
<tr><td>36樓
36/F</td><td>3150, 3450, 3750</td><td colspan="5">3450</td></tr>
</table>

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
5. 第2座（2A及2B）不設13樓、14樓、24樓及34樓，9樓為庇護層。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to page 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
5. 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B) and 9/F is refuge floor.

第2座（2A及2B）　37樓
Tower 2 (2A and 2B)　37/F



圖例
LEGEND

□ 洗滌盆
SINK

冷氣機
AIR CONDITIONER UNIT

比例 : 0米(M)　5米(M)
Scale:

第2座（2A及2B）　37樓
Tower 2 (2A and 2B)　37/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)						每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)					
座 Tower	單位 Unit / 樓層 Floor	A	B	C	D	E	F	A	B	C	D	E	F
第2座 (2A) Tower 2 (2A)	37樓 37/F	3150, 3450, 3750	3000, 3100, 3300, 3450, 3750, 3800	3000, 3050, 3100, 3150, 3350, 3400, 3450, 3750, 3800	3100, 3150, 3450, 3750	3450, 3750, 3825	3100, 3150, 3400, 3450, 3750	150, 215				150	
座 Tower	單位 Unit / 樓層 Floor	A	B	C	E	F	G	A	B	C	E	F	G
第2座 (2B) Tower 2 (2B)	37樓 37/F	3100, 3400, 3450, 3500, 3750	3100, 3150, 3400, 3450, 3750	3150, 3450, 3750	3050, 3100, 3150, 3450, 3750	3400, 3450, 3475, 3750, 3825	3100, 3150, 3400, 3450, 3750	150, 215	150				

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
5. 第2座（2B）37樓至38樓A單位為複式單位。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to page 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
5. Unit A on 37/F - 38/F of Tower 2 (2B) is a duplex unit.

第2座（2A及2B）　38樓
Tower 2 (2A and 2B)　38/F



圖例
LEGEND

□ 洗滌盆
SINK

比例 : 0米(M)　5米(M)
Scale:

第2座（2A及2B）　38樓
Tower 2 (2A and 2B)　38/F

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)			每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)		
座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第2座 (2A) Tower 2 (2A)	38樓 38/F	3450, 3750, 3800, 3900, 3950	3450, 3750, 3800, 3850, 3900	3450, 3750, 3800	150, 200	150, 200, 215, 250	150, 200, 300
座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第2座 (2B) Tower 2 (2B)	38樓 38/F	3450, 3800	3450, 3750, 3800, 4100	3450, 3750, 3800, 4100, 4150	150, 215	150, 200, 300	150

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

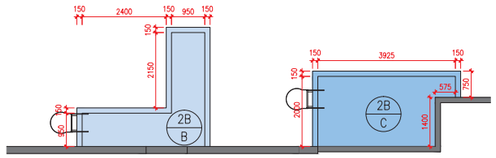
備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
5. 第2座（2B）37樓至38樓A單位為複式單位。

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

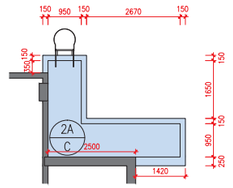
Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to page 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
5. Unit A on 37/F - 38/F of Tower 2 (2B) is a duplex unit.

第2座（2A及2B）
Tower 2 (2A and 2B)

天台
Roof

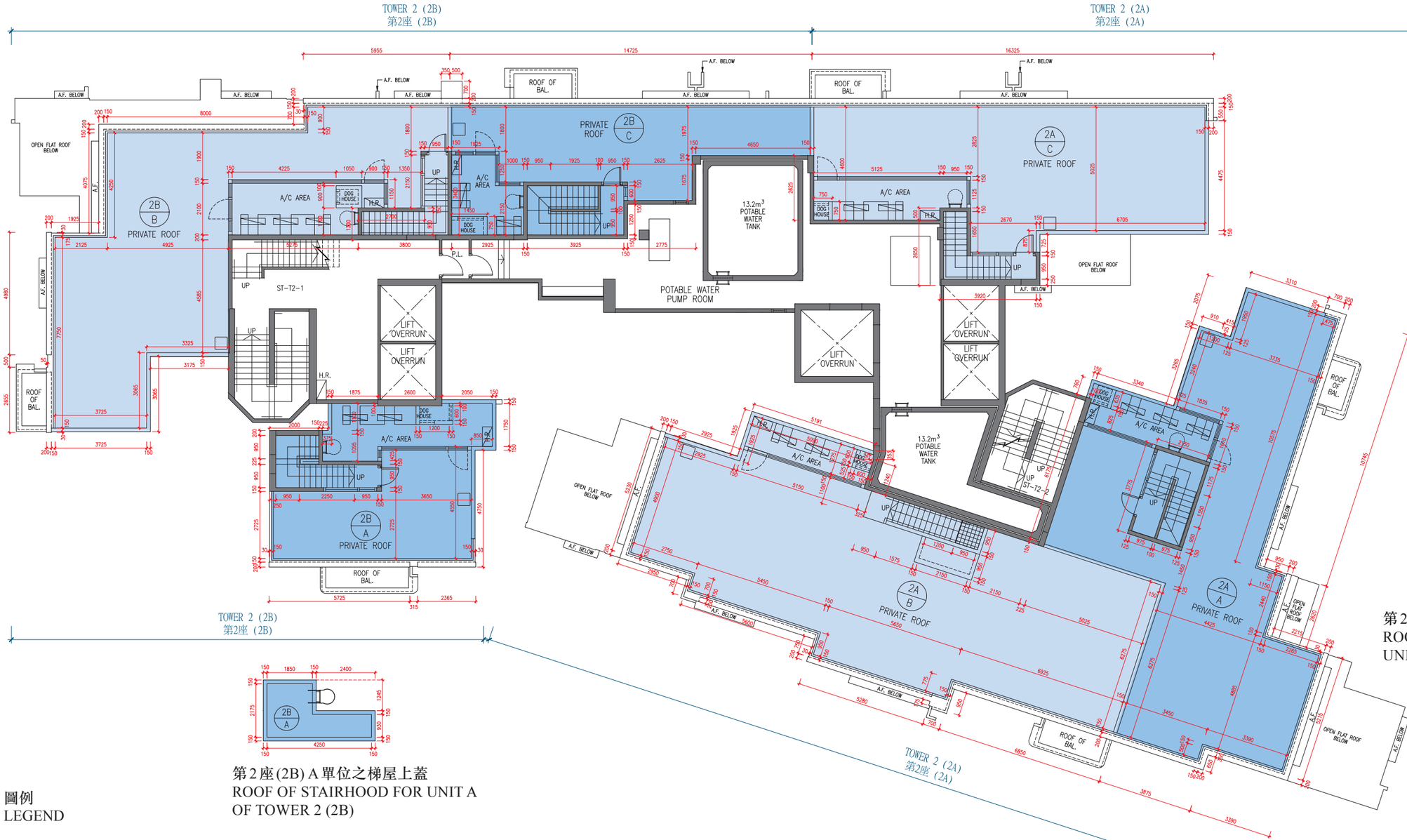


第2座(2B) B單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT B OF TOWER 2 (2B)

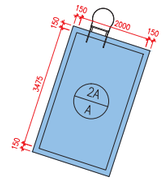


第2座(2B) C單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT C OF TOWER 2 (2B)

第2座(2A) C單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT C OF TOWER 2 (2A)



第2座(2B) A單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT A OF TOWER 2 (2B)



第2座(2A) A單位之梯屋上蓋
ROOF OF STAIRHOOD FOR UNIT A OF TOWER 2 (2A)

圖例
LEGEND

- 洗滌盆 SINK
- 冷氣機 AIR CONDITIONER UNIT

比例 : 0米(M) 5米(M)
Scale:

描述 Description		每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米） The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm)			每個住宅物業的樓板（不包括灰泥）的厚度（毫米） The thickness of the floor slabs (excluding plaster) of each residential property (mm)		
座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第2座 (2A) Tower 2 (2A)	天台 Roof	3000	不適用 Not applicable	3000	150	不適用 Not applicable	200
座 Tower	單位 Unit / 樓層 Floor	A	B	C	A	B	C
第2座 (2B) Tower 2 (2B)	天台 Roof	3000		2650, 3150	200		150

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
3. 請參閱本售樓說明書第23至25頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
4. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to pages 23 to 25 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
4. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1A) Tower 1 (1A)	5樓 5/F	A	114.216 (1,229) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	53.291 (574)	-	-	-	-	-
		B	81.234 (874) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	40.752 (439)	-	-	-	-	-
		C	45.174 (486) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	22.015 (237)	-	-	-	-	-
		D	65.896 (709) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	52.194 (562)	-	-	-	-	-
		E	42.861 (461) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	37.265 (401)	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table 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 they form part of the residential property (not included in the saleable area) set out in the above table are calculated in accordance with part 2 of schedule 2 to the residential properties (first-hand sales) ordinance.

Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties in the Phase.
3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1A) Tower 1 (1A)	6樓至8樓、10樓至12樓及15樓至20樓 6/F-8/F, 10/F-12/F & 15/F-20/F	A	120.655 (1,299) 露台 Balcony : 4.939 (53) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	86.795 (934) 露台 Balcony : 4.061 (44) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	48.674 (524) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	69.809 (751) 露台 Balcony : 2.413 (26) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	46.181 (497) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table 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 they form part of the residential property (not included in the saleable area) set out in the above table are calculated in accordance with part 2 of schedule 2 to the residential properties (first-hand sales) ordinance.

Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties in the Phase.
3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1A) Tower 1 (1A)	21樓至23樓及25樓至31樓 21/F-23/F & 25/F-31/F	A	120.655 (1,299) 露台 Balcony : 4.939 (53) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	86.795 (934) 露台 Balcony : 4.061 (44) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	48.674 (524) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	69.809 (751) 露台 Balcony : 2.413 (26) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	46.113 (496) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
	32樓 32/F	A	171.725 (1,848) 露台 Balcony : 9.203 (99) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	28.347 (305)	-	-	127.380 (1,371)	-	-	-
		B	102.401 (1,102) 露台 Balcony : 3.659 (39) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	53.903 (580)	-	-	81.224 (874)	6.142 (66)	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table 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 they form part of the residential property (not included in the saleable area) set out in the above table are calculated in accordance with part 2 of schedule 2 to the residential properties (first-hand sales) ordinance.

Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties in the Phase.
3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)								
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1B) Tower 1 (1B)	5樓 5/F	A	125.585 (1,352) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	54.381 (585)	-	-	-	-	-
		B	81.913 (882) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	50.240 (541)	-	-	-	-	-
		C	50.989 (549) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	42.159 (454)	-	-	-	-	-
		D	41.158 (443) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	28.810 (310)	-	-	-	-	-
		E	45.071 (485) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	36.919 (397)	-	-	-	-	-
		F	39.506 (425) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	29.767 (320)	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

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Notes:

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1B) Tower 1 (1B)	6樓至8樓、10樓至12樓及15樓至20樓 6/F-8/F, 10/F-12/F & 15/F-20/F	A	131.880 (1,420) 露台 Balcony : 4.939 (53) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	87.459 (941) 露台 Balcony : 4.046 (44) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	54.654 (588) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform : 1.673 (18) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	44.658 (481) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	48.571 (523) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	43.151 (464) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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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2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 (1B) Tower 1 (1B)	21樓至23樓及25樓至31樓 21/F-23/F & 25/F-31/F	A	131.880 (1,420) 露台 Balcony : 4.939 (53) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	87.459 (941) 露台 Balcony : 4.046 (44) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	54.722 (589) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform : 1.673 (18) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	44.658 (481) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	48.642 (524) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	43.078 (464) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
	32樓 32/F	A	176.651 (1,901) 露台 Balcony : 9.188 (99) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	29.071 (313)	-	-	171.118 (1,842)	-	-	-
		B	102.872 (1,107) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	96.127 (1,035)	-	-	-
		C	92.880 (1,000) 露台 Balcony : 2.449 (26) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	92.176 (992)	5.791 (62)	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

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備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table are calculated in accordance with section 8 of the residential properties (first-hand sales) ordinance.

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2A) Tower 2 (2A)	5樓 5/F	A	83.701 (901) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	71.579 (770)	-	-	-	-	-
		B	74.050 (797) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	42.857 (461)	-	-	-	-	-
		C	74.209 (799) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	58.078 (625)	-	-	-	-	-
		D	81.055 (872) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	70.485 (759)	-	-	-	-	-
		E	29.733 (320) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	52.551 (566) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	11.652 (125)	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table 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 they form part of the residential property (not included in the saleable area) set out in the above table are calculated in accordance with part 2 of schedule 2 to the residential properties (first-hand sales) ordinance.

Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties in the Phase.
3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2A) Tower 2 (2A)	6樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F	A	88.694 (955) 露台 Balcony : 3.493 (38) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	78.200 (842) 露台 Balcony : 2.650 (29) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	79.008 (850) 露台 Balcony : 3.299 (36) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	85.529 (921) 露台 Balcony : 2.974 (32) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	31.726 (341) 露台 Balcony : 1.993 (21) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	56.080 (604) 露台 Balcony : 2.029 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
	38樓 38/F	A	136.425 (1,468) 露台 Balcony : 2.506 (27) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	16.767 (180)	-	-	122.457 (1,318)	7.124 (77)	-	-
		B	151.848 (1,634) 露台 Balcony : 3.347 (36) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	16.221 (175)	-	-	138.093 (1,486)	-	-	-
		C	101.962 (1,098) 露台 Balcony : 3.312 (36) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	6.795 (73)	-	-	84.191 (906)	5.292 (57)	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table are calculated in accordance with section 8 of the residential properties (first-hand sales) ordinance.

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Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
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3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)								
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2B) Tower 2 (2B)	5樓 5/F	A	55.558 (598) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	27.574 (297)	-	-	-	-	-
		B	47.053 (506) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	13.479 (145)	-	-	-	-	-
		C	40.505 (436) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		G	41.051 (442) 露台 Balcony : -- (--) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

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Notes:

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2B) Tower 2 (2B)	6樓至8樓 6/F-8/F	A	59.308 (638) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.750 (19) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	50.553 (544) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	43.648 (470) 露台 Balcony : 1.990 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		D	31.066 (334) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	51.373 (553) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform :1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	31.875 (343) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		G	43.687 (470) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-

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上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
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12 期數中的住宅物業的面積 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2B) Tower 2 (2B)	10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F	A	59.308 (638) 露台 Balcony : 2.000 (22) 工作平台 Utility Platform : 1.750 (19) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		B	55.214 (594) 露台 Balcony : 2.028 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	69.613 (749) 露台 Balcony : 2.442 (26) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	51.369 (553) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	31.875 (343) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		G	43.687 (470) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

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

住宅物業的描述 Description of residential property			實用面積（包括露台、工作平台及陽台(如有)）平方米（平方呎） Saleable area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積（不計算入實用面積）平方米（平方呎） Area of other specified items (not included in the saleable area) sq. metre (sq. ft.)									
座 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 (2B) Tower 2 (2B)	37樓 37/F	B	55.214 (594) 露台 Balcony : 2.028 (22) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		C	69.613 (749) 露台 Balcony : 2.442 (26) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		E	51.369 (553) 露台 Balcony : 1.992 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		F	31.875 (343) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
		G	43.687 (470) 露台 Balcony : 1.994 (21) 工作平台 Utility Platform : 1.500 (16) 陽台 Verandah : -- (--)	-	-	-	-	-	-	-	-	-	-
	37樓及38樓（複式） 37/F & 38/F (Duplex)	A	114.775 (1,235) 露台 Balcony : 3.658 (39) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	47.628 (513)	5.951 (64)	-	-
	38樓 38/F	B	132.903 (1,431) 露台 Balcony : 2.810 (30) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	18.192 (196)	-	-	107.366 (1,156)	5.510 (59)	-	-
		C	88.372 (951) 露台 Balcony : 3.075 (33) 工作平台 Utility Platform : -- (--) 陽台 Verandah : -- (--)	-	-	-	-	-	-	54.596 (588)	7.850 (84)	-	-

上述所列之每個住宅物業的實用面積，以及構成住宅物業一部分的範圍內的每一個露台、工作平台或陽台（如有的話）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。

上述所列之構成住宅物業一部分的範圍內的其他指明項目（如有的話）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：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 期數住宅物業並無陽台。
3. 期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property set out in the above table are calculated in accordance with section 8 of the residential properties (first-hand sales) ordinance.

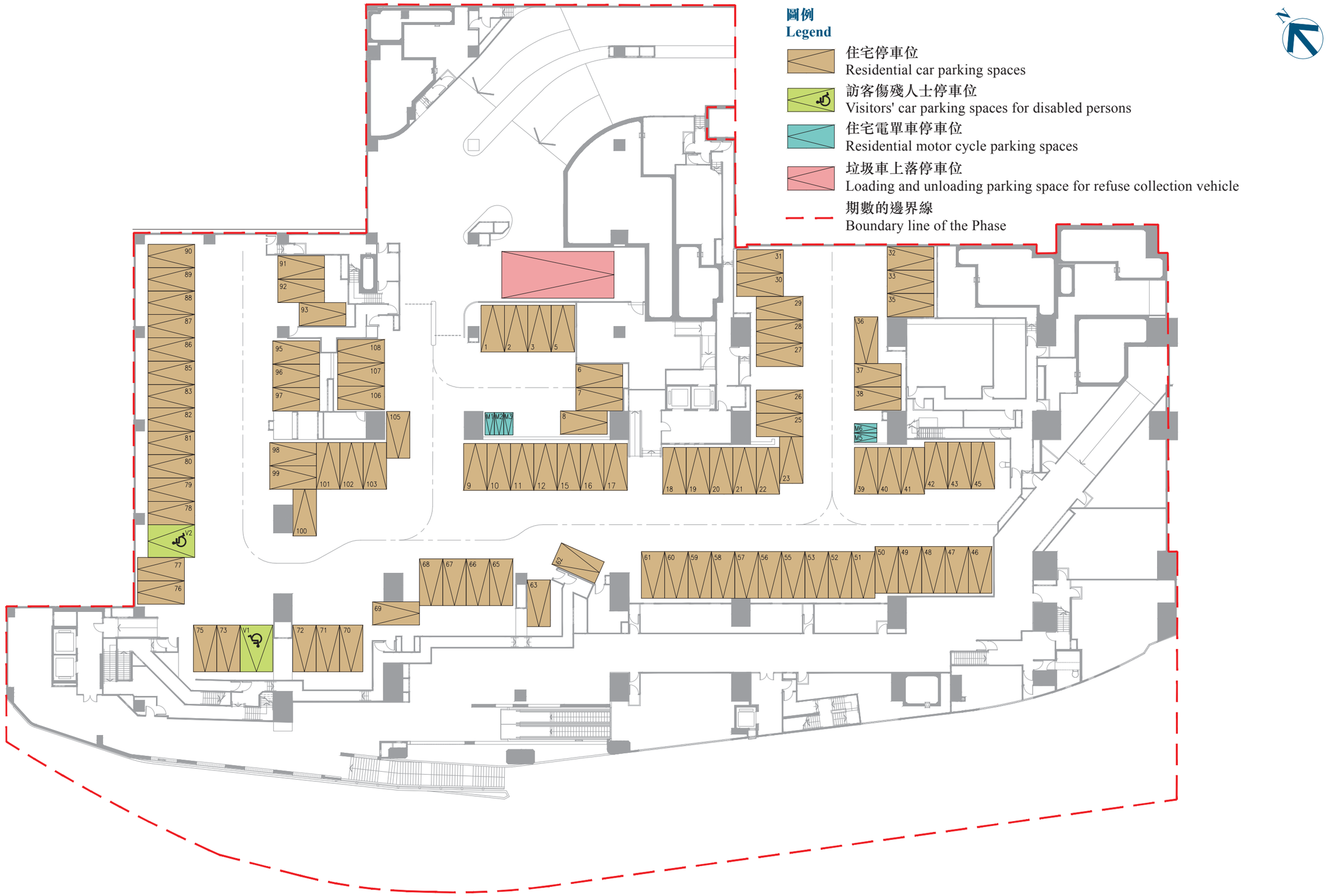
The areas of other specified items (if any), to the extent they form part of the residential property (not included in the saleable area) set out in the above table are calculated in accordance with part 2 of schedule 2 to the residential properties (first-hand sales) ordinance.

Notes:

1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties in the Phase.
3. Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

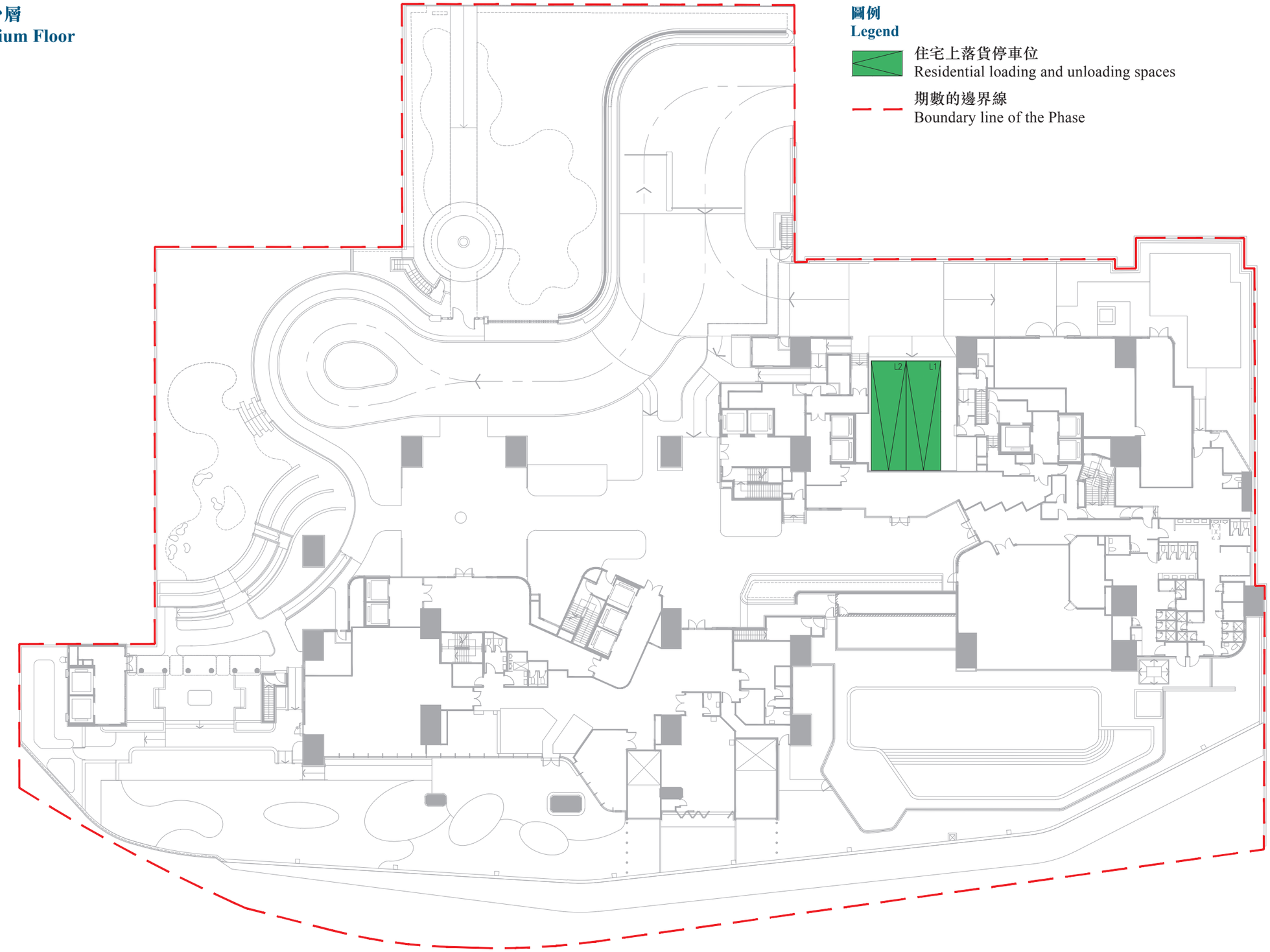
13 期數中的停車位的樓面平面圖
FLOOR PLANS OF PARKING SPACES IN THE PHASE

3樓
3/F



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

平台層
Podium Floor



圖例
Legend

住宅上落貨停車位
Residential loading and unloading spaces

期數的邊界線
Boundary line of the Phase

停車位位置、數目、尺寸及面積表
Location, Number, Dimensions and Area of Parking Spaces

樓層 Floor	停車位類別 Category of parking space	數量 Number	每個停車位的尺寸（長 x 闊）(米) Dimensions of each parking space (L x W) (m)	每個停車位面積（平方米） Area per parking space (sq.m)
3樓 3/F	住宅停車位 Residential car parking spaces	96	5 x 2.5	12.5
	訪客傷殘人士停車位 Visitors' car parking spaces for disabled persons	2	5 x 3.5	17.5
	住宅電單車停車位 Residential motor cycle parking spaces	5	2.4 x 1	2.4
	垃圾車上落停車位 Loading and unloading parking space for refuse collection vehicle	1	12 x 5	60
平台層 Podium Floor	住宅上落貨停車位 Residential loading and unloading spaces	2	11 x 3.5	38.5

14 臨時買賣合約的摘要
SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 在簽署臨時買賣合約時須支付款額為售價之5%的臨時訂金。

2. 買方在簽署該臨時買賣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份持有。

3. 如買方沒有於訂立該臨時買賣合約的日期之後5個工作日內簽立買賣合約－
   i) 該臨時買賣合約即告終止；
   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。

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase.

2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.

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 that 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.

A. 主公契及管理協議擬稿(「主公契」)及期數副公契及管理協議擬稿(「副公契」)有關期數公用部分的條文摘要

1. 主公契中公用部分的定義

「公用地方」指 (i) 屋苑公用地方、(ii) 住宅發展項目公用地方及 (iii) 將按主公契規定訂立的任何副公契或分副公契或單邊契據所指定（在其夾附的圖則上詳細標明）作為公用地方以供某一期數的業主或一群業主或多於一群業主獨家使用的屋苑該等部分（包括可能存在於其他期數的公用地方），但不包括屬於任何個別單位業主的屋苑之部分、住宅發展項目之部分、商業發展項目之部分或停車場之部分。

「公用服務及設施」指 (i) 屋苑公用服務及設施、(ii) 住宅發展項目公用服務及設施及 (iii) 將按主公契規定訂立的任何副公契或分副公契或單邊契據所指定（在其夾附的圖則上詳細標明）作為公用服務及設施以供某一期數的業主或一群業主或多於一群業主獨家使用的屋苑該等服務及設施（包括可能存在於其他期數的公用服務及設施），但不包括屬於任何個別單位業主的該等服務及設施。

「屋苑公用地方」指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。

「屋苑公用服務及設施」指於屋苑內、上或下建造或將建造並服務多於一期數及而非供任何業主、一群業主或某一期數的業主獨家使用的該等服務及設施，包括但不限於多於一期數內使用或安裝作為其便利設施而非供任何一指定期數的業主獨家使用的任何裝置、系統、機械、設備、器具、裝置、服務及設施(但不包括構成住宅發展項目公用服務及設施或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用服務或設施的該等服務或設施。)

「住宅發展項目公用地方」指屋苑中擬供住宅發展項目中多於一期數的業主共同使用而非供住宅發展項目中某一期數的任何業主或一群業主獨家使用的該部分，包括但不限於在經批准建築圖則上定為「黃竹坑綜合發展範圍地盤主要區域的綠化範圍」的綠化範圍、按批地文件特別條款第(68)(c)(i)條提供的傷健人士停車位、中央會所、中央綠化範圍、屋苑道路、迴旋處、行人徑、照明系統、有蓋行人通道、消防龍頭、標記、園景、集水溝、沙井、排水坑、升降機坑、抽水坑及其他街道設施、護牆、位於住宅發展項目多於一期數內及其附屬的結構牆及柱及在訂立主公契後由港鐵於按主公契規定訂立的任何副公契或分副公契或單邊契據所指定（在其夾附的圖則上詳細標明）作為公用地方以供住宅發展項目多於一期數的業主共同使用的該等地方（但不包括構成屋苑公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等部分）。

「住宅發展項目公用服務及設施」指於屋苑內、上或下建造或將建造、安裝或將安裝並服務住宅發展項目中多於一期數而非供住宅發展項目中某一期數的任何一名業主或一群業主獨家使用的服務及設施及任何其他在訂立主公契後由港鐵於按主公契規定訂立的任何副公契或分副公契或單邊契據所指定作為公用服務及設施以供住宅發展項目多於一期數的業主共同使用的該等服務及設施（但不包括構成屋苑公用服務及設施或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用服務及設施的該等服務及設施）。

2. 副公契中公用部分的定義

「第二期中的屋苑公用地方」指位於第二期內擬供予屋苑的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該部分屋苑公用地方，包括但不限於未來行人天橋相關結構（定義見批地文件特別條款第(12)(b)條）、第二期中的行人通道（僅為管理及保養的目的而包括已建或擬建毗鄰B地盤但位於該土地以外的該部分）、第二期綠化範圍的其中部分、花槽、消防員升降機大堂、暢通易達升降機、消防喉轆、電線槽、防火閘、走廊、樓梯及梯台、護牆、結構牆及柱、建於屋苑及服務多於一期數及位於B地盤以內的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者），但不包括第二期中的住宅發展項目公用地方、第二期公用地方、第二期住宅公用地方及第二期停車場公用地方； 第二期中的屋苑公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色、靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。

「第二期中的屋苑公用服務及設施」指位於第二期內、上或下及構成屋苑公用服務及設施一部分並服務屋苑及並非供任何一名業主、一群業主或某一期數的業主獨家使用的服務及設施，包括但不限於污水渠、溝渠、排水渠、管道及槽；泵、水缸；照明系統、電線、電纜、電力裝置、裝置、設備及器具；消防及滅火系統；保安系統、設備及器具；升降機及電梯；通風系統及風機及任何其他裝置、系統、機械、設備、器具、裝置、服務及設施及其他於第二期中的屋苑公用地方內安裝或使用的附屬設施，但不包括第二期中的住宅發展項目公用服務及設施、第二期公用服務及設施、第二期住宅公用服務及設施及第二期停車場公用服務及設施。

「第二期停車場公用地方」指擬供所有第二期停車位的業主、佔用人及被許可人，及第二期中的訪客停車位的佔用人及被許可人共同使用的整個第二期停車場（第二期停車位及第二期中的訪客停車位除外），包括但不限於車道、坡道、走廊、樓梯及梯台、電力房、鋼筋混凝土護牆、防護門廊、管槽及消防喉轆，但不包括第二期中的屋苑公用地方、第二期中的住宅發展項目公用地方、第二期公用地方及第二期住宅公用地方；第二期停車場公用地方在經認可人士核證為準確並附夾於副公契的的圖則上為辨認用途以綠色顯示。

「第二期停車場公用服務及設施」指位於第二期內、上或下及服務整個第二期停車場的該等服務及設施，包括但不限於機械及機器、屏障及供水器具；污水渠、溝渠、排水渠、管道及槽；泵、水缸；照明系統、電線、電纜、電力裝置、裝置、設備及器具、消防及滅火系統；通風系統及風機，但不包括第二期中的屋苑公用服務及設施、第二期中的住宅發展項目公用服務及設施、第二期公用服務及設施及第二期住宅公用服務及設施。

「第二期公用地方」指第二期中擬供第二期中多於一個組成部分（即第二期停車場及第二期住宅發展項目）的業主而非供某一組成部分的業主獨家使用的該等部分，包括但不限於固定消防泵房、消防水缸、升降機槽、升降機、暢通易達升降機、消防員升降機大堂、管道槽、消防喉轆、走廊、防護門廊、樓梯及梯台、電力房、空調機房、主電訊及廣播設備房、主水錶房、消防入水口、花灑入水口、電線槽、燃料缸房、污水泵房、高壓電掣房、電線管道房、噴淋器入水掣、花槽、雨水集水坑、花灑水缸、花灑水泵房、水錶箱、集水坑、防火閘、車道、緊急發電機房、抽氣扇房、電線管道槽房、低壓電掣房、廢水泵房、灌溉機房、沖廁水及食水泵房、消防控制室、噴淋器湧流閥房、電力變壓房、管理員辦事處、排氣管道、新鮮空氣管道及所有其他該條例附表一指明並位於第二期內及並非供第二期的任何一個組成部分的業主獨家享用的公用部分（如有的話），但不包括第二期中的屋苑公用地方、第二期中的住宅發展項目公用地方、第二期住宅公用地方及第二期停車期公用地方；第二期公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以橙色顯示。

「第二期公用服務及設施」指於第二期內、上或下建造或將建造並服務第二期中多於一個組成部分（即第二期停車場及第二期住宅發展項目）的該等服務及設施， 包括但不限於污水渠、 溝渠、排水渠、管道及槽；泵、水箱及衛生裝置；照明系統（包括但不限於為毗鄰公用道路而設並位於第二期內的天花燈及燈柱）；電線、電纜、電力裝置、裝置、設備及器具；公用天線發佈及相關設備；

消防及滅火系統、設備及器具；保安系統、設備及器具；垃圾處理設備；升降機、空調機及風機；建築裝飾和第二期內使用或安裝作為其便利設施而非供第二期任何一個組成部分獨家使用的任何其他裝置、系統、機械、設備、器具、裝置、服務及設施，但不包括第二期中的屋苑公用服務及設施、第二期中的住宅發展項目公用服務及設施、第二期住宅公用服務及設施及第二期停車場公用服務及設施。

「第二期住宅公用地方」指第二期住宅發展項目中擬供第二期住宅發展項目業主、佔用人及被許可人共同使用的部分，包括但不限於建於第二期內的建築物的平台樓層及以上的外牆（包括幕牆或其任何一部分（包括窗框、玻璃板、鉸鏈、鎖、 把手、鑄入錨、墊片、窗戶密封膠及幕牆的其他組成部分、其中不可開啟的窗戶及其窗框、玻璃板、鉸鏈、鑄入錨、墊片、窗戶密封膠及其他組成部分但不包括安裝於幕牆的所有可開啟窗戶及包圍其玻璃板的窗框、玻璃板、鉸鏈、鎖、把手、鑄入錨、墊片、窗戶密封膠及可開啟窗戶的其他組成部分））及經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以紅色點線顯示的非結構性預製外牆及任何建築裝飾、欄柵、百葉、外牆裝飾及包層（包括第二期露台及第二期工作平台的外牆裝飾及飾板及包圍外露管槽的飾板）、第二期紓緩噪音措施的隔音簷蓬（隔音屏障）、第二期綠化範圍的其中部分、第二期加闊公用走廊及升降機大堂、垃圾收集車上落貨車位、上落貨車位、第二期康樂用地及設施、位於第二期內劃定供吊船操作使用或與其有關的部分及/或地方 (包括位於第二期住宅單位花園或平台以內的吊船著陸區及地面及圍牆)、煤氣閥房、消防轉換泵房、水錶櫃、消防轉換水缸、垃圾儲存及物料回收室、花灑泵房、花灑水缸、升降機大堂、消防員升降機大堂、升降機、暢通易達升降機、升降機坑及升降機緩衝、防護門廊、走廊、樓梯及梯台、低壓電掣房、濾水機房、調壓缸、煤氣喉管、噴淋器水泵房、噴淋器水缸、花灑水缸、消防轉換水缸、消防轉換及花灑泵房、電力房、沖廁水及食水泵房、防護走廊、露天園景區、硬地鋪裝園景區、有蓋園景區、園景區、花槽、車道、坡道、有蓋行人通道（橫向屏障）、花灑控制閥室、消防入水口、花灑入水口、噴淋器入水口及噴淋器湧流閥房、臨時庇護空間、公用綠化範圍、空調機基座、天井、固定消防泵房、消防水缸、平台、空調機平台、消防喉轆、特低電壓槽、管道槽、電錶櫃、垃圾儲存及物料回收房、庇護範圍、沖廁水泵房、升降機機房、加高平台、沖廁水缸房、沖廁水缸、食水泵房、食水缸、頂層天台、第二期露台的上蓋及頂部、第二期工作平台的上蓋及頂部、建築裝飾、第二期住宅單位內或附屬的結構柱（如有）及於條例第一附表定明及位於第二期住宅發展項目內供第二期業主、佔用人及被許可人共同使用的所有其他公用部分(如有的話)但不包括第二期中的屋苑公用地方、第二期中的住宅發展項目公用地方、第二期公用地方及第二期停車場公用地方；第二期住宅公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以黃色、黃色加黑點及黃色加黑色交叉線以及紅色點線顯示。

「第二期住宅公用服務及設施」指於屋苑第二期內、上或下及服務多於一期數的住宅單位的該等服務及設施，包括但不限於吊船及升降平台、污水渠、溝渠、排水渠、水池裝飾、管及槽；泵、水缸及衛生裝置；供水裝置；照明系統、電線、電纜、電力裝置、裝置、設備及器具；公共天線及相關設備；防火及消防系統、設備及器具；保安系統、設備及器具、垃圾處理設備、電梯、空調機及風機、建築裝飾，但不包括第二期中的屋苑公用服務及設施、第二期中的住宅發展項目公用服務及設施、第二期公用服務及設施及第二期停車場公用服務及設施。

「第二期中的住宅發展項目公用地方」指於第二期內及擬供住宅發展項目中多於一期數的業主共同使用及並非供住宅發展項目某一期數的業主或一群業主獨家使用的住宅發展項目公用地方的該等部分，包括但不限於第二期中的訪客停車位、第二期綠化範圍的其中部分、車道、花槽、硬地鋪裝園景區、露天園景區、街道消防栓水泵房、街道消防栓水缸、護牆、於B地盤內並位於或附屬住宅發展項目中多於一個期數的結構牆及柱，但不包括第二期中的屋苑公用地方、第二期公用地方、第二期住宅公用地方及第二期停車場公用地方；第二期中的住宅發展項目公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以紅色及紅色加黑點顯示。

「第二期中的住宅發展項目公用服務及設施」指於第二期內、上或下及構成住宅發展項目公用服務及設施一部分及服務住宅發展項目中多於一期數及並非供住宅發展項目某一期數的業主或一群業主獨家使用的該等服務及設施，包括但不限於第二期中的訪客停車位電動車充電設施、污水渠、溝渠、排水渠、管道及槽；泵、水缸；供水器具；照明系統、電線、電纜、電力裝置、裝置、設備及器具；防火及消防系統；消防系統、設備及器具；保安系統、設備及器具；通風系統及風機及安裝於或服務第二期中的住宅發展項目公用地方的任何其他裝置、系統、機械、設備、器具、裝置、服務及設施及其他附屬設施但不包括第二期中的屋苑公用服務及設施、第二期公用服務及設施、第二期住宅公用服務及設施及第二期停車場公用服務及設施。

3. 受限於該條例及主公契的條文，公用地方及公用服務及設施將由管理人獨家控制。

4. 在批地文件的批租餘下年期及其任何續期期間，受限於批地文件、主公契及任何適用的副公契及分副公契或單邊契據載有的契諾及條款，每份份數應由不時有權擁有的人士持有並享有主公契第二附表第一部分列明的（如適用的話）地役權、權利及特權之實益，包括但不限於：

(I) 適用於發展項目所有業主的權利、地役權及特權

(a) 屋苑每個單位當時的業主、其傭工、代理人、被許可人、租客及合法佔用人（與具有類似權利的其他人士共同）具有充分權利及自由（始終受限於管理人、港鐵、車站及車廠業主及政府樓宇業主的權利）出入、通過及再通過及使用屋苑公用地方及屋苑公用服務及設施的該等部分以作與其正當使用及享用其單位有關的一切用途。

(b) 即使主公契或任何副公契或任何分副公契另有規定，及在補充及不損害主公契或任何副公契或任何分副公契下的任何權利的前提下，任何單位的業主及該單位的佔用人及其真正的賓客、訪客及受邀人均可使用在其他情況下其於公契或任何副公契或任何分副公契下不可使用的任何類別的公用地方及公用服務及設施（不論是否位於與該單位同一期數內）（**「受限公用地方及受限公用服務及設施」**），以在火災或其他緊急情況下作逃生或走避，或在不通過受限公用地方及受限公用服務及設施的情況下實際無法出入或有關出入是合理地需要時出入其單位(或其任何部分)或其有權使用的任何類別的公用地方及公用服務及設施，有關出入權在帶同或不帶同代理人、測量師、工人、承判商及其他人士，及帶同或不帶同車輛、機械、設備、物料及機器的情況下均可行使。

(II) 適用於財政司司長法團作為政府樓宇業主的權利、地役權及特權

即使主公契或任何副公契或任何分副公契另有規定，財政司司長法團、其承租人、租客、被許可人、及任何授權人士及政府樓宇或其任何部分當時的業主及佔用人有權出入、通過及再通過及使用該土地的任何公用部分或發展項目的任何公用部分以正當地使用及享用政府樓宇或其任何部分及享用該土地或發展項目內任何公用設施。

(III) 適用於車站及車廠業主的權利、地役權及特權

(a) 車站及車廠的業主、其受僱人、代理人、被許可人及租客（與具有類似權利的其他人士共同）有權在緊急情況下為逃生通過屋苑公用地方。

(b) 車站及車廠的業主、其受僱人、代理人及被許可人有權在任何時候帶同或不帶同車輛穿過、通過及再通過毗鄰按批地文件特別條款第(66)(a)條提供的車廠入口處及構成公用地方一部分的通道，以出入黃竹坑車廠地盤(按批地文件特別條款第(1)(g)條定義)及按批地文件特別條款第(24)(f)條列出的用途正當使用及享用黃竹坑車廠地盤；惟批地文件附夾的圖則la上顯示的X1經過Z1至Y1的車輛出入處僅供緊急車輛按批地文件特別條款第(66)(b)條使用。

(IV) 適用於住宅發展項目所有業主的權利、地役權及特權

(a) 住宅發展項目單位當時的業主、其傭工、代理人、被許可人、租客及合法佔用人（與具有類似權利的其他人士共同）有充分權利及自由為與其合法使用及享用其單位相關的一切用途穿過、通過及再通過住宅發展項目公用部分及住宅發展項目公用服務及設施的該部分。

(b) 住宅發展項目單位當時的業主及其真正的訪客（與具有類似權利的其他人士共同）有充分權利及自由為康樂用途及受限於管理人就有關使用訂明的規定、規則及收費，使用及享用主公契及任何副公契及分副公契中擬定供住客及其真正的訪客使用的私人康樂設施但不包括任何其他擬供發展項目其他部分的業主使用的私人康樂設施，惟在行使前述權利時，業主不能損害或干擾或允許、容忍他人損害或干擾在該處提供的一般生活便利設施、植物、設備或服務。

(c) 受限於批地文件的條文及副公契及有關期數的分副公契(如有的話)的條文，住宅發展項目單位當時的住客的真正賓客、訪客及受邀人（與具有類似權利的其他人士共同）有充分權利及自由穿過、通過及再通過管理人不時劃定的相關期數內的公用地方該部分及使用相關期數內的公用服務及設施該部分，以進出及使用相關期數內構成住宅發展項目公用地方一部分的訪客停車位，惟住宅發展項目單位的業主須確保其單位的住客及其真正賓客、訪客及受邀人將在任何時候：

(i) 遵守及履行香港的所有條例、附例及政府規例及管理人不時就訪客停車位的使用發出的指示（如有的話）；

(ii) 遵守及履行香港所有的條例、附例及政府規例及環境局及機電工程署及任何政府機關不時發出的指引及指示及管理人不時訂立的大廈規則（如有的話）及就為訪客停車位的電動車的充電安裝或將安裝於有關期數內的設施（**「訪客停車位電動車充電設施」**）的使用及操作發出的所有指示(如有的話)；及

(iii) 妥善照顧及就訪客停車位電動車充電設施的使用採取所需的預防措施以避免招致其他單位業主或佔用人的任何損失、損害、滋擾或煩擾；及住宅發展項目單位的業主須就其無法遵守及履行主公契第二附表第一部分第4(c)條彌償其他單位的業主或佔用人。

惟主公契第二附表第一部分列明的地役權、權利及特權的實益於任何情況下均不可影響或損害於批地文件、主公契及任何副公契或分副公契或單邊契據下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。

5. 在批地文件的批租餘下年期及其任何續期期間，受限於批地文件、主公契及任何適用的副公契及分副公契或單邊契據載有的契諾及條款，每份份數應由不時有權擁有的人士持有，並受限於主公契第二附表第二部分列明的豁免權及保留權及大廈規則及裝修規則（分配予政府樓宇的份數除外），包括但不限於以下豁免權及保留權：

(I) 管理人的權利

(a) 管理人擁有充分權利及特權帶同或不帶同測量師、工人及其他人士，於所有合理時間及已合理地預先通知（緊急情況除外）的情況下進入該土地及發展項目的任何及所有部分包括每個單位、車站及車廠（惟須事前得到車站及車廠業主的書面同意）及政府樓宇（惟須事前得到政府樓宇業主的同意（緊急情況除外））以檢查、重建、維修、翻新、更換、裝修、保養、清潔、髹漆或裝飾屋苑的結構、公用地方及公用服務及設施或其任何部分、任何單位（如因其業主未有履行其維修及保養責任或未有消除危險或滋擾而影響或可能影響公用地方、公用服務及設施或任何其他業主）、或為其行使或履行其於主公契或任何副公契或任何分副公契或單邊契據的條文下的任何權力及職責，管理人須在合理地可行的情況下盡量減少造成的騷擾及須彌補其造成的任何損害， 但須以下列條件作為前提: 管理人須自費維修任何因管理人的失責造成的損害及須就管理人、其員工、代理人及承判商涉及刑事責任、不誠實或疏忽的行為或不作為負上責任，並與以下列條件作為前提: 管理人只能為保養及維修理由行使其於主公契第二附表第二部分第2(a)條下的權利進入政府樓宇及管理人須自費承擔其招致政府樓宇的任何損害的成本及支出。

(b) 管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物或未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或行人連接通道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟工程不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。

(II) 港鐵的權利

在港鐵仍然是任何份數的實益擁有人的期間（補充其於予買方的轉讓契下保留的任何其他權利）港鐵有專屬及不受限的權利行使其絕對酌情權於任何時候及其不時認為適當的時候採取以下所有或任何行動及/或行使所有或任何以下列舉的權利、自由、特權及權益及在不需聯同或取得任何其他業主（主公契另有定明除外）、管理人或任何其他於該土地及發展項目有權益的人士的同意或許可下，但受限於主公契、任何副公契或分副公契或單邊契據及批地文件下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權，及不能影響或損害財政司司長法團作為政府樓宇業主的權利、地役權及特權：

(a) 按批地文件的條款，為業主的共同利益轉讓公用地方及公用服務及設施或其任何部分連同相連的份數予管理人而不收取任何代價，但在轉讓後，管理人須作為信託人代所有業主持有相關地方及設施；

(b) 毋須聯同所有其他業主或其他於發展項目或其任何部分有權益的人士的情況下，就發展項目的任何部分為分配或再分配份數及管理份數予任何期數或其任何部分及/或車站及/或車廠及就發展項目該部分的管理、保養及服務及其設備、服務及器具進一步訂立條款，及為進一步定義及規管業主的權利、利益及責任訂立條款而訂立副公契或分副公契或單邊契據（包括補充單邊契據）或其他具有相似性質的契據或文件，但須以下列條件作為前提：

(i) 按主公契第二附表第二部分第3(g)條作出的份數及管理份數的分配及再分配不能影響分配予政府樓宇的份數的比例；

(ii) 不能影響業主獨家及專有地持有、使用、佔用及享用其單位的權利；及

(iii) 任何副公契或分副公契或單邊契據（包括任何補充契據）或其他具有類似性質的契據或文件須得到署長事前的書面同意及不可與主公契的條文有衝突。

(c) (i) 港鐵有專有權利及特權，僅受限於批地文件的條文及須得到署長的事前書面同意，分配份數予發展項目每一期數及車站及車廠及該期數的每一單位及公用地方，及分配管理份數予該數期的每一單位（政府樓宇除外）惟按主公契第二附表第二部分第3(j)(i)條的份數及管理份數的分配不能影響分配予政府樓宇的份數比例；

(ii) 如在屋苑最後一期數的佔用許可證發出時，按該期數單位的樓面總面積計算而分配予該期數單位的份數少於當時可分配而未獲分配的份數，該分配及港鐵按主公契第二附表第二部分第3(g)、3(j)(iii)、3(j)(iv)、3(k)、3(l)或3(m)條保留的權利所作出的任何分配、再分配及調整後剩餘的份數將由港鐵分配予公用地方及公用服務及設施並及將由港鐵作為信託人以信託形式代所有業主持有，或按主公契第二附表第二部分第3(b)條連同所有其他已分配予公用地方的份數轉讓予管理人，但須以下列條件作為前提: 就主公契第二附表第二部分第3(j)(ii)條而言，期數內單位的樓面總面積包括任何按批地文件的條款或《建築物條例》豁免的樓面總面積，及須以下列條件作為前提: 任何按主公契第二附表第二部分第3(j)(ii)條的份數分配或再分配不能影響分配予政府樓宇的份數比例；

(iii) 在得到署長的事前同意下，港鐵有專屬及不受限的權利再劃定或再分配於屋苑內任何保留予港鐵及已分配到屋苑內任何由港鐵擁有獨家使用權的個別部分的份數予發展項目中其他由港鐵擁有獨家使用權的部分，惟按主公契第二附表第二部分第3(j)(iii)條的份數再劃定或再分配不能影響分配予政府樓宇的份數比例及不能影響任何業主獨家及專有地持有、使用、佔用及享用其單位的權利；

(iv) 即使主公契另有規定，在得到署長、政府樓宇的業主及財政司司長法團的事前書面同意下，港鐵有專屬及不受限的權利再分配或調整按A地盤的副公契分配予政府樓宇的份數以遵守批地文件特別條款第(36)(b)條，及隨之而再分配或調整按經批准單邊契據(按批地文件特別條款第(6)(b)條定義)分別分配予A地盤及最後一期數的地盤(按批地文件特別條款第(1)(i)條定義)的份數，及為此在就屋苑的最後一期數簽定副公契或分副公契(如有的話)前及在毋須聯同、諮詢或得到任何業主或其他於發展項目或其任何部分有權益的人士的同意或批准的前提下，訂立及簽立補充單邊契據或其他具有相似性質的契據或文件；

(v) 如港鐵於按主公契第二附表第二部分第3(j)(iv)條調整份數前已轉讓政府樓宇予財政司司長法團，在按主公契第二附表二第部分第3(j)(iv)條簽立補充單邊契據或其他具有相似性質的契據或文件後，與財政司司長法團就政府樓宇訂立及簽立確認轉讓契或其他具有相似性質的契據或文件；

(d) 在得到署長的事前同意下，根據樓面總面積的變更分配及再分配份數予發展項目任何已獲發出佔用許可證的個別部分及該部分內的每個單位、公用地方及公用服務及設施及分配及再分配管理份數予每個單位（政府樓宇除外），但須以下列條件作為前提: 按公主契第二附表第二部分第3(k)條作出的份數及管理份數的分配或再分配不能影響已分配給政府樓宇的份數比例和不能影響任何業主獨家及專有地持有、使用、佔用及享用其單位的權利，另外須以下列條件作為前提: 就主公契第二附表第二部分第3(k)條而言，樓面總面積應包括任何按批地文件的條款或《建築物條例》豁免的樓面總面積；

(e) 在屋苑最後一期數落成後，修改、改變、變更、添加、更加或替換公用地方及公用服務及設施的任何部分但須以下列條件作為前提：-

(i) 不能影響任何單位（政府樓宇除外）業主使用及享用其單位的權利及不能影響政府樓宇的正當使用及享用，及任何業主或其他於發展項目或其任何部分有權益的人士無權就有關修改、改變、變更、添加、更加或替換向港鐵提出訴訟；

(ii) 公用地方及公用服務及設施不能被縮減；

(iii) 即使前文另有規定，如港鐵轉換任何公用地方供其自己使用或享用，有關轉換須得到發展項目業主委員會（如有的話）或有關業主附屬委員會（如有的話）(視屬何情況而定）的批准，港鐵為得到批准而作出的款項須撥入特別基金的有關賬戶，及如該土地上屬於港鐵的任何部分被轉換或劃定為公用地方，有關轉換或劃定須得到按主公契召開的屋苑業主大會通過決議批准或按相關副公契召開的有關期數的業主大會通過決議批准（視屬何情況而定）；及

(iv) 任何額外公用地方或額外公用服務及設施不能被再轉換或再劃定供港鐵自己使用或享用，港鐵須擬備或安排擬備一套圖則以顯示額外的公用地方，有關圖則將被存放於屋苑的管理處以供業主在辦公時期內在毋須支付任何費用的情況下查閱；

(f) 在該土地及發展項目內（僅服務政府樓宇的服務及設施除外）或部分在該土地及發展項目內（僅服務政府樓宇的服務及設施除外）和部分在毗鄰土地內建築、保養、鋪設、更改、移除、改道及翻新排水渠、管道、電纜、污水渠及其他裝置、固定物、室及其他構築物，以便供應公用事業服務及康樂設施給該土地及發展項目及/或（如政府要求的話）毗鄰或毗連土地，及授權任何人士按港鐵認為合適的條款及條件進行前述的活動，但行使上述權利須得到按主公契召開的屋苑業主大會通過決議批准或按相關副公契召開的有關期數的業主大會通過決議批准（視屬何情況而定），但須以下列條件作為前提: 就未落成的期數行使上述權利時毋須得到批准，及須以下列條件作為前提: 如前述的水渠、管道、電纜、污水渠及其他裝置、固定物、室及構築物構成公用地方或公用服務及設施的一部分，任何就供應公用事業、服務及康樂設施予毗鄰或毗連土地而收取的代價須在扣除港鐵就相關工程支出的所有開支後，全數撥入特別基金的有關賬戶，及在任何情況下不能影響政府樓宇的正當使用及享用；

(g) 經取得屋苑業主在按主公契召開的屋苑業主大會或部分業主按有關副公契召開的業主大會通過決議批准，為了屋苑或其任何部分當時的業主和他們的傭工、代理人、被許可人、租客及合法佔用人的實益取得通過毗鄰或毗連土地的任何權利、道路權、地役權或準地役權（包括但不限於使用任何道路、通道、行人道、行人路、行人天橋、行人隧道、花園、露天地方、明渠及暗渠、康樂區及設施、污水渠處理機及設施、垃圾收集及處理區及設施，排水系統及水電煤氣儲存、轉換及供應系統）或按港鐵認為合適的條款、條件及人士通過許可證取得任何類似權利，但須以下列條件作為前提：財政司司長法團不得就取得上述權利、道路權、地役權或準地役權承擔任何開支。

6. 受限於按主公契第二附表第二部分第3條保留予港鐵的權利、主公契第二附表第一部分第5條下商業發展項目業主的權利及批地文件、主公契及任何副公契或分副公契或單邊契據下保留予或授予財政司司長法團作為政府樓宇業主的權利、地役權及特權，及須以下列條件作為前提：任何責任、限制及禁制均不能影響財政司司長法團作為政府樓宇業主、其承租人、租客、被許可人及被授權人士及政府樓宇或其任何部分當時的業主或佔用人在批地文件、主公契及任何副公契或公副公契或單邊契據下的權利、地役權及特權，業主不可作出主公契第三附表列明的行為（有關行為並不違反批地文件的任何條文及條款、任何法例、法律及政府規例，及已取得管理人的事前書面同意（管理人可在給予其同意時施加任何其認為合理的條款）的情況除外），包括但不限於：

(a) 在屋苑的任何建築物的天台、平台或其任何部分、停車位或其他構築物或公用地方搭建或建造或准許或容許他人搭建或建造任何臨時或永久性質的構築物；

(b) 損壞、損傷或刮花或准許或容許他人損壞、損傷或刮花公用地方的構築物的任何部分、飾面或裝飾，包括在該土地及發展項目的任何樹木、植物或灌叢；

(c) 損壞或干擾或准許或容許他人損壞或干擾公用服務和設施；

(d) 以任何箱盒、垃圾筒、包裝物、廢物、雜物或其他任何種類的阻塞物妨礙或阻塞任何公用地方，或准許或容許他人妨礙或阻塞之，管理人有權按他們認為合適的方式移走及處理上述任何物件而毋須通知，而有關費用則由業主承擔（財政司司長法團作為政府樓宇的業主除外），且管理人毋須就此對業主或任何人士承擔任何責任，每個業主（財政司司長法團作為政府樓宇的業主除外）特此同意對管理人因此蒙受的一切損失、索償、損害或開支彌償管理人；

(e) 在屋苑任何部分攜帶或飼養任何狗貓、寵物、牲畜、活禽、雀鳥或其他動物，但是在符合香港當時施行的任何適用法例及規例和符合大廈守則的規定下，可以在住宅單位內飼養家畜或其他寵物，除非受到至少2個住宅單位的業主或佔用人的合理書面投訴，投訴是否合理由管理人絕對酌情決定，但須以下列條件作為前提: 本條文並不適用於視障人士的導盲犬；及須以下列條件作為前提：

(i) 在任何情況下不准狗隻進入升降機或屋苑內任何公用部分，除非有關狗隻被攜帶或用狗帶牽引並套上口罩；

(ii) 即使主公契第三附表第1(x)條另有規定，在任何情況下不准狗隻進入公用地方（包括但不限於會所、中央綠化範圍、平台樓層、花園、園境區、兒童及老年人遊樂範圍及草坪範圍），管理人不時指定可供狗隻使用的該等範圍除外；

(f) 在未得到管理人的事前書面同意的情況下在任何住宅單位的外牆或穿過窗戶固定或安裝任何空調機（已提供的空調機平台或指定作該用途的地方除外），並須採取一切必要措施防止產生過量噪音、冷凝或滴水到該土地及/或發展項目的任何部分；及

(g) 竄改、移除或干擾或准許或容許或促使他人竄改、移除或干擾服務屋苑或其任何部分的火警鐘系統及/或在屋苑內安裝連接及服務屋苑的公共火警鐘系統。

7. (a) 受限於主公契第二附表第二部分第3條保留予港鐵的權利，除已得到發展項目業主委員會（如有的話）或有關業主附屬委員會（如有的話）(視屬何情況而定）通過決議批准，任何業主不可轉換公用地方及公用服務及設施或其任何部分供自己使用或享用。上述批准收到的一切款項須撥入特別基金的有關賬戶。

(b) 受限於主公契第二附表第二部分第3條保留予港鐵的權利，除非已得到按主公契召開的屋苑業主大會通過決議批准或按相關副公契召開的有關期數的業主大會通過決議批准（視屬何情況而定），任何業主（惟港鐵作為屋苑未落成部分的業主有權在按主公契簽定的任合副公契或分副公契或單邊契據下劃定屋苑未落成部分的一部分作為公用地方或公用服務及設施）均不能轉換或劃定發展項目中他獨家及專屬地持有、使用、佔用及享用的部分作為公用地方或公用服務及設施，但須以下列條件作為前提: 不能影響政府樓宇的正當使用及享用。業主及管理人均無權再轉換或再劃定公用地方及公用服務及設施供其自己使用及享用。

8. 在批地文件的批租餘下年期及其任何續期期間，受限於批地文件、主公契及副公契及分副公契載有的契諾及條款，分配予屋苑第二期的每份份數應由不時有權擁有的人士持有並享有副公契第二附表第一部分列明的（如適用的話）地役權、權利及特權之實益，包括但不限於：

(I) 下列部分當時的業主、其傭工、代理人、被許可人、租客及合法佔用人具有充分權利及自由：

(a) 就第二期住宅單位而言: 使用、出入、通過及再通過第二期中的屋苑公用地方、第二期中的住宅發展項目公用地方、第二期公用地方及第二期住宅公用地方及與具有類似權利的其他人士共同使用第二期中的屋苑公用服務及設施、第二期中的住宅發展項目公用服務及設施、第二期公用服務及設施及第二期住宅公用服務及設施；

(b) 就第二期停車位而言: 使用、出入、通過及再通過第二期中的屋苑公用地方、第二期公用地方及第二期停車場公用地方及與具有類似權利的其他人士共同使用第二期中的屋苑公用服務及設施、第二期公用服務及設施及第二期停車場公用服務及設施；

以作與其正當使用及享用其單位有關的一切用途。

(II) (a) 受限於副公契D章第7和8條規定，第二期停車位當時的業主具有充分權利及自由（始終受限於管理人在主公契及副公契的權利）自費在第二期停車場公用地方的電力房內安裝、保養、維修及更換電錶及其輔助設施並按管理人批准的方式（包括但不限於管理人指定的路徑及進行安裝、保養、維修及更換的方式）在第二期停車場公用地方內管理人指定的位置鋪設及/或保養、維修及更換電纜、底盒、插座、防護及保安裝置，以便正當使用、享用及操作專門服務他的第二期停車位的非公用電動車充電設施。

(b) 當時第二期停車位的業主、其傭工、代理人、被許可人、租客及合法佔用人（與具有類似權利的其他人士共同）具有權利經過管理人不時劃定或再劃定的第二期住宅公用地方，以便出入位於第二期平台樓層的管理員辦事處及第二期停車場，以及為該目的使用第二期住宅公用服務及設施。

(III) 受限於批地文件的條文及副公契第三附表第11條及12條的條文，第二期住宅單位的當時的業主、其傭工、代理人、被許可人、租客及合法佔用人具有充分權利及自由與具有類似權利的其他人士共同使用、出入、通過及再通過第二期停車場公用地方及使用第二期停車場公用服務及設施以便與具有類似權利的其他人士共同出入及使用(i)第二期中的訪客停車位及(ii)構成第二期住宅公用地方一部分的垃圾儲存及物料回收室。

9. 在批地文件的批租餘下年期及其任何續期期間，受限於批地文件、主公契及副公契及分副公契載有的契諾及條款，分配予屋苑第二期的每份份數應由不時有權擁有的人士持有，並受限於副公契第二附表第二部分列明的豁免權及保留權，包括但不限於以下豁免權及保留權：

(I) 受限於批地文件及副公契第三附表第11條及12條的條文，住宅單位當時的業主、其傭工、代理人、被許可人、租客及合法佔用人(與具有類似權利的其他人士共同)具有充分權利及自由使用、出入、通過及再通過管理人不時劃定的第二期停車場公用地方及使用第二期停車場服務及設施以便出入及使用第二期中的訪客停車位。

(II) 在毋損主公契第二附表第二部分第3條保留予港鐵的權利的一般性下：

(a) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後（緊急情況除外）進入B地盤的任何部分（港鐵已出售或轉讓的單位除外），以便按其所需不時在地盤B內的任何一點或部分豎立、提供及興建行人天橋、柱、結構支撐及連接，包括但不限於未來行人天橋相關結構 （按批地文件特別條款第12(b)條定義），惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補，及

(b) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後（緊急情況除外）進入B地盤的任何部分（港鐵已出售或轉讓的單位除外），以便按其所需不時在地盤B內的任何一點或部分以提供、興建及維修第二期內的行人通道，惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補。

10. 住宅項目第二期單位的業主及第二期停車位的業主須在此後遵守及履行副公契第三附表列明的契諾、限制及禁制（如適用的話）並受其約束，包括但不限於以下契諾、限制及禁制：

(a) 不得促使、准許、容許、使用第二期中的屋苑公用地方、第二期中的住宅發展項目公用地方、第二期公用地方、第二期住宅公用地方或第二期停車場公用地方作晾衣用途（指定作該用途的地方除外）或於其內或其上懸掛、放置或儲存任何物品或物件及不得容許傭工（或其孩童）或任何其他人於前述地方遊蕩或進食。

(b) 不得以任何箱盒、垃圾筒、包裝物、廢物、雜物或其他任何種類的阻塞物妨礙或阻塞第二期中的屋苑公用地方、第二期中的住宅項目公用地方、第二期公用地方、或第二期住宅公用地方、第二期停車場公用地方的任何部分，或准許或容許他人妨礙或阻塞之，管理人有權按他們認為合適的方式移走及處理上述任何物件而毋須通知，而有關費用則由業主承擔，且管理人毋須就此對業主或任何人士承擔任何責任，每個業主特此同意對管理人因此蒙受的一切損失、索償、損害或開支彌償管理人。

B. 分配予期數中的每個住宅物業的不分割份數的數目

期數中的各住宅物業獲分配有不分割份數。詳細的分配狀況，請參閱本售樓說明書本節附表內。

C. 期數管理人的委任年期

受限於《建築物管理條例》及主公契中有關中止聘用的條文，期數管理人的首屆任期由主公契的日期起計直至屋苑最後一期數的副公契或單邊契據的日期或批地文件中的最後的建築規約屆滿日期後的兩年為止，以較早者為準。

D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

1. 受限於主公契J章第5(b)(II)條，業主（政府樓宇業主及港鐵作為車站及車廠業主除外）須按下列方式分擔管理費：

(i) 所有屋苑單位業主（政府樓宇業主除外）須按他們擁有的單位獲分配的管理份數佔屋苑的總管理份數之比例分擔屋苑公用地方及設施管理副預算的開支；

(ii) 住宅發展項目單位業主須按他們擁有的住宅單位獲分配的管理份數佔住宅發展項目的總管理份數之比例分擔住宅發展項目公用地方及設施管理副預算的開支；

(iii) 每一期數的單位業主（政府樓宇業主除外）須按他們擁有的單位獲分配的管理份數佔有關期數的總管理份數之比例分擔有關期數的管理副預算的開支，但須以下列條件作為前提: 管理人就期數或其任何部分擬備副預算時，只按上述方或分擔與期數整體有關的開支，分副預算下的開支則由分副預算包含的業主（政府樓宇業主除外）按他們擁有的單位獲分配的管理份數佔分副預算下的單位的總管理份數之比例分擔。

2. 即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算下準備分副預算，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指認可人士就屋苑或相關期數的核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。

E. 計算管理費按金的基準

管理費按金金額相當於3個月的管理費。

F. 主公契及副公契中有關擁有人在期數中保留作自用的範圍（如有的話）的條文摘要

不適用

備註：除非售樓說明書另行定義，否則本文所採用之詞彙與主公契及副公契所界定者具備相同涵義。

A. Summary of the provisions of the draft Principal Deed of Mutual Covenant and Management Agreement ("the PDMC") and the draft Sub-Deed of Mutual Covenant and Management Agreement of the Phase ("the SDMC") that deal with the common parts of the Phase

1. Definitions of common parts under the PDMC

"Common Areas" means (i) the Estate Common Areas, (ii) the Residential Development Common Areas and (iii) those parts of Estate which are designated as common areas for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase (including common areas which may exist in the other Phase(s)) in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC but excluding those parts of the Estate, the Residential Development, the Commercial Development or the Car Park which belong to the Owner of any particular Unit.

"Common Services and Facilities" means (i) the Estate Common Services and Facilities, (ii) the Residential Development Common Services and Facilities and (iii) those services and facilities of the Estate as are designated as common services and facilities for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase (including common services and facilities which may exist in the other Phase(s)) in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC excluding those services and facilities which belong to the Owner of any particular Unit.

"Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase.

"Estate Common Services and Facilities" means those services and facilities constructed or to be constructed in on or under the Estate and which serve more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, any installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of more than one Phase as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase (but excluding those services and facilities forming parts of the Residential Development Common Services and Facilities or the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase).

"Residential Development Common Areas" means those parts of the Estate intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase, including but not limited to the greenery areas identified as "Greenery at Primary Zone for Wong Chuk Hang (WCH) Comprehensive Development Area (CDA) Site" on the Approved Plans, parking spaces for disabled persons provided pursuant to Special Condition No.(68)(c)(i) of the Government Grant, the central clubhouse, the central greenery, estate roads, roundabout, footpaths, lightings, covered walkways, street hydrants, signage, landscaping, gullies, manholes, drainage pits, lift pits, draw pits and other road furniture, parapet walls, structural walls and columns within or appertaining to the Residential Development in more than one Phase and other areas to be designated as common areas of and for the common use and benefit by the Owners of the Residential Development in more than one Phase by MTR at any time after execution of the PDMC in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC (but excluding those areas forming parts of the Estate Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase).

"Residential Development Common Services and Facilities" means those services and facilities constructed or installed or to be constructed or installed in on or under the Estate and which serve the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase and any other services and facilities to be designated as common services and facilities of or for the common use and benefit by the Owners of the Residential Development in more than one Phase by MTR at any time after execution of the PDMC in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC (but excluding those services and facilities forming parts of the Estate Common Services and Facilities or the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase).

2. Definitions of common parts under the SDMC

"Estate Common Areas in Phase 2" means those parts of the Estate Common Areas situated within Phase 2 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Pedestrian Walkway in Phase 2 (including those parts provided or to be provided adjacent to Site B but outside the Land solely for management and maintenance purposes), part of the Phase 2 Greenery Areas, planters, fireman's lift lobbies, accessible lift, hose reels, electrical duct, fire shutter, corridors, staircases and landings, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site B (but excluding those forming part of the Station or the Depot), but excluding the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Estate Common Areas in Phase 2 are for the purpose of identification shown coloured Indigo, Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Estate Common Services and Facilities in Phase 2" means those services and facilities forming parts of the Estate Common Services and Facilities in, on or under Phase 2 and which serve the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks; lighting, wires, cables, electrical installations,

fittings, equipment and apparatus; fire protection and fighting services; security systems, equipment and apparatus; lift and escalators; ventilation and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Estate Common Areas in Phase 2 but excluding the Residential Development Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities, the Phase 2 Residential Common Services and Facilities and the Phase 2 Car Park Common Services and Facilities.

"Phase 2 Car Park Common Areas" means the whole of the Phase 2 Car Park (except those Phase 2 Car Parking Spaces and the Visitors' Car Parking Spaces in Phase 2) intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 2 Car Parking Spaces and the occupiers and licensees of the Visitors' Car Parking Spaces in Phase 2 including, but not limited to, driveways, ramps, corridors, staircases and landings, electrical room, reinforced concrete parapet, protected lobbies, pipe ducts and hose reels but excluding the Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas and the Phase 2 Residential Common Areas; and the Phase 2 Car Park Common Areas are for the purpose of identification shown coloured Green on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase 2 Car Park Common Services and Facilities" means those services and facilities in on or under Phase 2 and which serve the Phase 2 Car Park as a whole including, but not limited to, plant and machinery, barriers and water supply apparatus; sewers, gutters, drains, pipes and ducts; pumps, tanks; lighting, wires, cables, electrical installations, fittings, equipment; fire protection and fire fighting services; ventilation and fans but excluding the Estate Common Services and Facilities in Phase 2, the Residential Development Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities and the Phase 2 Residential Common Services and Facilities.

"Phase 2 Common Areas" means those parts of Phase 2 which are intended for use by the Owners of more than one constituent parts of Phase 2, namely the Phase 2 Car Park and the Phase 2 Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, fixed fire pump room, fire services water tank, lift shafts, lifts, accessible lifts, fireman's lift lobbies, pipe ducts, hose reels, corridors, protected lobbies, staircases and landings, electrical rooms, air-conditioning plant rooms, main telecommunications and broadcasting equipment room, master water meter room, fire services inlets, sprinkler inlets, electrical ducts, fuel tank room, sump pump room, high voltage switch rooms, cable riser rooms, drencher inlets, planter, rainwater sump pit, sprinkler water tank, sprinkler water pump room, water meter cabinets, sump pit, fire shutters, driveway, emergency generator room, exhaust fan room, cable riser duct room, low voltage switch room, waste water pump room, irrigation plant room, flushing and potable water pump room, fire services control room, drencher deluge valve room, transformer room, caretaker's office, exhaust air duct, fresh air duct and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 2 not used for the sole benefit of the Owners of any one constituent part of Phase 2 only but excluding the Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Phase 2 Common Areas are for the purpose of identification shown coloured Orange on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase 2 Common Services and Facilities" means those services and facilities constructed or to be constructed in on or under Phase 2 and which serve more than one constituent parts of Phase 2, namely the Phase 2 Car Park and the Phase 2 Residential Development including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks and sanitary fittings; lighting (including but not limited to the high ceiling lighting and light poles within Phase 2 for the adjacent public road), wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; refuse disposal equipment; lifts, air conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase 2 as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase 2 only but excluding the Estate Common Services and Facilities in Phase 2, the Residential Development Common Services and Facilities in Phase 2, the Phase 2 Residential Common Services and Facilities and the Phase 2 Car Park Common Services and Facilities.

"Phase 2 Residential Common Areas" means those parts of the Phase 2 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 2 Residential Development including, but not limited to, the external walls of the Podium Floor and above of the buildings erected on Phase 2 (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) and non-structural prefabricated external walls which are for the purpose of identification shown by Red Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC, and any architectural features, grilles, louvers, external finishes and claddings (including those external finishes and claddings of the Phase 2 Balconies and the Phase 2 Utility Platforms and the cladding panels enclosing the exterior pipe ducts)), noise canopy (noise barrier) of the Phase 2 Noise Mitigation Measures, part of the Phase 2 Greenery Areas, the Phase 2 Wider Common Corridors and Lift Lobbies, the loading/unloading space for refuse collection vehicle, loading and unloading bays, the Phase 2 Recreational Areas and Facilities, parts and/or areas within Phase 2 designated for and in connection with the operation of gondola (including gondola landing areas located within gardens or flat roofs of the Phase 2 Residential Units and the flooring and enclosing walls of such gondola landing areas), the gas valve room, fire services transfer pump room, water meter cabinets, fire services transfer water tank, refuse storage and material recovery chamber, sprinkler water pump room, sprinkler water tank, lift lobbies, fireman's lift lobbies, lifts, accessible lifts, lift pits and lift overrun, protected lobbies, corridors, staircases and landings, low voltage switch rooms, filtration plant rooms, surge tank, gas duct, drencher water pump rooms, drencher water tanks, sprinkler water tanks, fire services transfer water tanks, fire services transfer and sprinkler water pump room, electrical rooms, flushing and potable water pump rooms, protected corridors, open landscaped areas, hard paved landscaped area, covered landscaped area, landscaped area, planters, driveways, ramps, covered walkway (horizontal screen), sprinkler control valve rooms, fire services inlet, sprinkler inlet, drencher inlet and drencher deluge valve room, temporary refuge spaces, common green area, air-conditioning plinths, pipe wells, fixed fire pump rooms, fire services water tanks, flat roof, air-conditioner platforms, hose reels, extra low voltage ducts, pipe ducts, electrical meter cabinets, refuse storage and material recovery rooms, refuge areas, flushing water pump rooms, lift machine rooms, raised platforms, flushing water tank room, flushing water tanks, potable water pump rooms, potable water tanks, top roofs, covers and roofs of the Phase 2 Balconies, covers and roofs of the Phase 2 Utility Platforms, architectural features, all structural columns (if any) within or appertaining to any Phase 2 Residential Unit and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 2 Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase 2 Residential Development but excluding the Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas and the Phase 2 Car Park Common Areas; and the Phase 2 Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Stippled Black and Yellow Cross-hatched Black and by Red Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase 2 Residential Common Services and Facilities" means those services and facilities in on or under Phase 2 of the Estate and which serve more than one Phase 2 Residential Unit including but not limited to, gondola and lifting platforms, sewers, gutters, drains, water features, pipes and ducts; pumps, tanks and sanitary fittings; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus, refuse disposal equipment, lifts, air conditioners and fans, architectural features but excluding the Estate Common Services and Facilities in Phase 2, the Residential Development Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities and the Phase 2 Car Park Common Services and Facilities.

"Residential Development Common Areas in Phase 2" means those parts of the Residential Development Common Areas situated within Phase 2 which are intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to the Visitors' Car Parking Spaces in Phase 2, part of the Phase 2 Greenery Areas, driveways, planters, hard paved landscaped area, open landscaped areas, street fire hydrant water pump room, street fire hydrant water tank, parapet walls, structural walls and columns within or appertaining to the Residential Development in more than one Phase and within Site B but excluding the Estate Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Residential Development Common Areas in Phase 2 are for the purpose of identification shown coloured Red and Red Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Residential Development Common Services and Facilities in Phase 2" means those services and facilities forming parts of the Residential Development Common Services and Facilities in, on or under Phase 2 and which serve the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to, the EV Facilities for Visitors' Car Parking Spaces in Phase 2, sewers, gutters, drains, pipes and ducts; pumps, tanks; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fighting services; fire-fighting systems, equipment and apparatus; security systems, equipment and apparatus; ventilation and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Residential Development Common Areas in Phase 2 but excluding the Estate Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities, the Phase 2 Residential Common Services and Facilities and the Phase 2 Car Park Common Services and Facilities.

3. Subject to the Ordinance and the provisions of the PDMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager.

4. Each Share shall during the residue of the Term and any renewal thereof, subject to the covenants and terms contained in the Government Grant, the PDMC and any applicable Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, 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 PDMC, including but not limited to the following:-

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

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

(b) Notwithstanding any provisions contained in and without prejudice and in addition to any right provided under the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of any category of the Common Areas and the Common Services and Facilities (whether within the same Phase as such Unit or not) which such Owner, occupiers, bona fide guests, visitors or invitees are not otherwise entitled to make use of under the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant **("the Restricted Common Areas and the Restricted Common Services and Facilities")** for the purpose of escape or seeking refuge in case of fire or other emergency, or obtaining access to and from their respective Units (or parts thereof) or any category of the Common Areas and the Common Services and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and the Restricted Common Services and Facilities or where such access is reasonably necessary, such right of access shall be exercisable with or without agents, surveyors, workmen, contractors, and others and with or without vehicles, plant, equipment, materials and machinery.

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

Notwithstanding any provisions contained in the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation or any part thereof shall have the benefit of the right 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 the Owner of the Station and the Depot

(a) The right for the Owner of the Station and the Depot, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Estate Common Areas for the purposes of escape in an emergency.

(b) The right for the Owner of the Depot, its employees, agents, and licensees at all times with or without motor vehicles to go, pass and repass over and along and upon the passageways forming part of the Common Areas located adjacent to the access points to the Depot as provided under Special Condition No.(66)(a) of the Government Grant for the purposes of access to and egress from the Wong Chuk Hang Depot Site (as defined in Special Condition No.(1)(g) of the Government Grant) and proper use and enjoyment of the Wong Chuk Hang Depot Site for the purposes as provided in Special Condition No.(24)(f) of the Government Grant PROVIDED THAT the vehicular access points X1 and Y1 through Z1 shown and marked on Plan Ia annexed to the Government Grant shall be used in accordance with Special Condition No.(66)(b) of the Government Grant for the passage of emergency vehicles only.

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

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

(b) Full right and liberty for the residents of Units in the Residential Development and their bona fide visitors (in common with all other persons having the like right) 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 Facilities intended for use by the residents and their bona fide visitors as specified in the PDMC and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant but not any other of the Private Recreational Facilities intended for use by Owners of the other parts of the Development PROVIDED THAT in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with the general amenities, plant, equipment or services provided.

(c) Subject to the provisions of the Government Grant and the provisions of the Sub-Deed of Mutual Covenant and the Sub-Sub-Deed of Mutual Covenant (if any) of the relevant Phase, the full right and liberty for the bona fide guests, visitors and invitees of the residents of Units in the Residential Development for the time being to go, pass and repass over and along and upon such parts of the Common Areas within the relevant Phase and to use such parts of the Common Services and Facilities within the relevant Phase as may be designated by the Manager from time to time in common with all others having the like right for the purposes of access and egress to and from and use of the Visitors' Car Parking Spaces in the relevant Phase which form parts of the Residential Development Common Areas in the relevant Phase, PROVIDED THAT the Owners of Units in the Residential Development shall ensure that the bona fide guests, visitors and invitees of the residents of their Units shall at all times:

(i) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and all directions (if any) as may be given by the Manager from time to time in relation to the use of the Visitors' Car Parking Spaces;

(ii) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the use or operation of the facilities installed or to be installed in the relevant Phase for the purpose of or in relation to the charging of electric motor vehicles at the Visitors' Car Parking Spaces **("EV Facilities for Visitors' Car Parking Spaces")**; and

(iii) take good care and such precautions as may be necessary in the use of the EV Facilities for Visitors' Car Parking Spaces so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units;

and the Owners of Units in the Residential Development shall indemnify the Owners or occupiers of the other Units for their failure to observe or comply with the provisions of Clause 4(c) of Part I of the Second Schedule to the PDMC.

PROVIDED THAT the benefit of the easements, rights and privileges set out in Part I of the Second Schedule to the PDMC shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, the PDMC and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.

5. Each Share shall during the residue of the Term and any renewal thereof, subject to the covenants and terms contained in the Government Grant, the PDMC and any applicable Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, 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 PDMC and subject also to the Building Rules and Fitting Out Rules (save and except for the Shares allocated to the Government Accommodation), including but not limited to the following:-

(I) Rights of the Manager

(a) 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, the Station and the Depot (subject to the prior written approval of the Owner of the Station and the Depot) and the Government Accommodation (subject to the prior approval of the Owner of the Government Accommodation (save in case of emergency)) for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, 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 PDMC or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll 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(a) of Part II of Second Schedule to the PDMC, 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.

(b) The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No. (59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the

Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

(II) Rights of MTR

For so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberties, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in the PDMC), the Manager or any other person interested in the Land and the Development but subject to the rights, easements and privileges reserved to FSI as Owner of the Government Accommodation under the PDMC, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and PROVIDED THAT such rights, easements and privileges of FSI as Owner of the Government Accommodation shall not in any way be adversely affected or prejudiced:-

(a) in accordance with the terms of the Government Grant, to assign the Common Areas and the 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;

(b) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to enter into a Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (including any supplemental Deed Poll) or such other deed(s) or document(s) of a similar nature in respect of any part of the Development for the purpose of allocating or re-allocating Shares and Management Units to any Phase or any part thereof and/or the Station and/or the Depot and of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT:-

(i) such allocation or re-allocation of Shares and Management Units pursuant to Clause 3(g) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation;

(ii) the sole and exclusive right of an Owner to hold use occupy and enjoy his Unit shall not be adversely affected; and

(iii) any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (including any supplemental Deed Poll) or such other deed(s) or document(s) of a similar nature shall be subject to the prior approval in writing of the Director and that such Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (including any supplemental Deed Poll) or such other deed(s) or document(s) of a similar nature shall not conflict with the provisions of the PDMC.

(c) (i) MTR shall have the exclusive right and privilege subject only to the provisions of the Government Grant and obtaining the prior written consent of the Director to allocate Shares to each Phase and the Station and the Depot of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units to each Unit (save and except the Government Accommodation) in that Phase PROVIDED FURTHER THAT such allocation of Shares and Management Units pursuant to Clause 3(j)(i) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation;

(ii) if on the issue of an Occupation Permit for the final Phase of the Estate the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area of the Units in that Phase are less than the unallocated Shares at that time available the remainder of the Shares following such allocation and any allocation, re-allocation or adjustment of Shares made by MTR pursuant to its reserved rights under Clause 3(g), 3(j)(iii), 3(j)(iv), 3(k), 3(l) or 3(m) of Part II of the Second Schedule to the PDMC shall be allocated by MTR to the Common Areas and the Common Services and Facilities and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to Common Areas to the Manager in accordance with the provisions of Clause 3(b) of Part II of the Second Schedule to the PDMC PROVIDED THAT for the purpose of Clause 3(j)(ii) of Part II of the Second Schedule to the PDMC, the Gross Floor Area of the Units in a Phase shall include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance and PROVIDED FURTHER THAT such allocation or re-allocation of Shares pursuant to Clause 3(j)(ii) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation;

(iii) subject to the prior approval of the Director, MTR shall have the exclusive and unrestricted right to re-designate or re-distribute any Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive use of which is retained by MTR to any other part of the Development of which it has exclusive use PROVIDED THAT the re-designation or re-distribution of Shares pursuant to Clause 3(j)(iii) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation and the sole and exclusive right of an Owner to hold use occupy and enjoy his Unit shall not be adversely affected;

(iv) notwithstanding anything contained in the PDMC, subject to prior written approval of the Director, the Owner of the Government Accommodation and FSI, MTR shall have the exclusive and unrestricted right to re-allocate or adjust the number of Shares allocated to the Government Accommodation under the Sub-Deed of Mutual Covenant of Site A in order to comply with Special Condition No.(36)(b) of the Government Grant and consequentially the number of Shares allocated to Site A and the Site (as defined in Special Condition No.(1)(i) of the Government Grant) of the final Phase respectively under the Approved Deed Poll (as defined in Special Condition No.(6)(b) of the Government Grant), and for such purpose, to enter into and execute a supplemental Deed Poll or such other deed(s) or document(s) of a similar nature before the execution of the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant (if any) of the final Phase of the Estate without the need to consult with or to obtain the concurrence or approval of or to join in any Owner or other person having an interest in the Development or any part thereof;

(v) if the Government Accommodation shall have been assigned by MTR to FSI prior to the adjustment of number of Shares under Clause 3(j)(iv) of Part II of the Second Schedule to the PDMC, following the execution of the supplemental Deed Poll or such other deed(s) or document(s) of a similar nature referred to in Clause 3(j)(iv) of Part II of the Second Schedule to the PDMC, to enter into and execute a confirmatory assignment of the Government Accommodation or such other deed(s) or document(s) of a similar nature with FSI;

(d) subject to the prior written consent of the Director, to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re-allocate Management Units to each Unit (save and except the Government Accommodation) thereto necessitated by any change in Gross Floor Area PROVIDED THAT the allocation or re-allocation of Shares and Management Units pursuant to Clause 3(k) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation and the sole and exclusive right of an Owner to hold use occupy and enjoy his Unit shall not be adversely affected PROVIDED FURTHER THAT for the purpose of Clause 3(k) of Part II of the Second Schedule to the PDMC, the Gross Floor Area shall include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance;

(e) after completion of the final Phase of the Estate, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities PROVIDED THAT:-

(i) the use and enjoyment of the Units (excluding the Government Accommodation) by the Owners shall not be adversely affected and the proper use and enjoyment of the Government Accommodation shall not be affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR;

(ii) the Common Areas and Common Services and Facilities shall not be reduced;

(iii) notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners' Committee (if any) or the relevant Owners' Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant account of the Special Fund and if there is any conversion or designation of any of MTR's own areas in the Land as Common Areas, such conversion or designation shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be); and

(iv) any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Estate and made available for inspection by the Owners free of costs and charges during normal office hours;

(f) to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or (if required by the Government) to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit, subject to the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) PROVIDED THAT such approval is not required in respect any uncompleted Phases 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, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant account of the Special Fund PROVIDED ALWAYS THAT the proper use and enjoyment of the Government Accommodation shall not be affected;

(g) subject to the approval by the resolution of the Owners of the Estate or the relevant part thereof at a meeting of the Owners of the Estate or the relevant part thereof convened under the PDMC or the relevant Sub-Deed of Mutual Covenant, to obtain for the benefit of the Owners for the time being of the Estate 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, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and condition and from such persons as MTR 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;

6. Subject to the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the PDMC, the rights of the Owner of the Commercial Development in Clause 5 of Part I of the Second Schedule to the PDMC and the rights, easements and privileges reserved or granted to FSI as the Owner of the Government Accommodation under the Government Grant, the PDMC and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and PROVIDED THAT no obligations, restrictions and prohibitions shall adversely affect or prejudice the rights, easements and privileges of FSI as the Owner of the Government Accommodation, its lessees, tenants, licensees and persons authorized by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof under the Government Grant, the PDMC and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, 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)) do such things as set out in the Third Schedule to the PDMC, including but not limited to the following :

(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 Estate, 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 (except FSI as Owner of the Government Accommodation) to remove and dispose of as it sees 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 (except FSI as Owner of the Government Accommodation) hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;

(e) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by Owners or occupiers of at least two (2) Residential Units, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion PROVIDED THAT this provision shall not apply to guide dogs required for persons with disability in vision and PROVIDED FURTHER THAT:-

(i) in no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are carried or on leash and wearing mouth strap;

(ii) notwithstanding anything contained in the foregoing of Clause 1(x) of the Third Schedule to the PDMC, in no event shall dogs be permitted in the Common Areas (including without limitation, the Club Houses, the central greenery, the podium floors, gardens, landscaping areas, children and elderly play areas 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; and

(g) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the firm alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate.

7. (a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner shall have the right to convert the Common Areas and the Common Services and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Development Owners' Committee or the relevant Owners' Sub-Committee (as the case may be). Any payment received for the approval shall be credited to the relevant account of the Special Fund.

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner (except MTR as the Owner of the uncompleted portion of the Estate shall have the right to designate part or parts of the uncompleted portion of the Estate to be Common Areas or Common Services and Facilities in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC) shall have the right to convert or designate such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same is held by him as Common Areas or Common Services and Facilities unless the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be affected. Neither the Owners nor the Manager shall have the right to re-convert or re-designate the Common Areas and the Common Services and Facilities to his or its own use or for his or its own benefit.

8. Each Share allocated to Phase 2 of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the PDMC and the SDMC 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 SDMC, including but not limited to the following:-

(I) Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :

(a) of a Phase 2 Residential Unit to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas and the Phase 2 Residential Common Areas and to use the Estate Common Services and Facilities in Phase 2, the Residential Development Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities and the Phase 2 Residential Common Services and Facilities in common with all others having the like right;

(b) of a Phase 2 Car Parking Space to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 2, the Phase 2 Common Areas and the Phase 2 Car Park Common Areas and to use the Estate Common Services and Facilities in Phase 2, the Phase 2 Common Services and Facilities and the Phase 2 Car Park Common Services and Facilities in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

(II) (a) Subject to the provisions of Clauses 7 and 8 of Section D of the SDMC, the full right and liberty (Subject Always to the rights of the Manager under the PDMC and the SDMC) for the Owner of a Phase 2 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 electrical room of the Phase 2 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 Phase 2 Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase 2 Car Parking Space exclusively.

(b) The right for the Owner for the time being and his servants, agents, licensees, tenants and lawful occupants of any Phase 2 Car Parking Space (in common with all other persons having the like right) to pass through such parts of the Phase 2 Residential Common Areas as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the caretaker's office on the Podium Floor of Phase 2 and the Phase 2 Car Park and to use the Phase 2 Residential Common Services and Facilities for such purpose.

(III) Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to the SDMC, the full right and liberty for the Owner for the time being of a Phase 2 Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 2 Car Park Common Areas and to use the Phase 2 Car Park Common Services and Facilities in common with all others having the like right for the purposes of access and egress to and from and use of (i) the Visitors' Car Parking Spaces in Phase 2 and (ii) the refuse storage and material recovery chamber forming part of the Phase 2 Residential Common Areas.

9. Each Share allocated to Phase 2 of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the PDMC and the SDMC 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 SDMC, including but not limited to the following:-

(I) Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to the SDMC, the full right and liberty for the Owner for the time being of a Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 2 Car Park Common Areas and to use the Phase 2 Car Park Common Services and Facilities as may be designated by the Manager from time to time in common with all others having the like right for the purposes of access and egress to and from and use of the Visitors' Car Parking Spaces in Phase 2.

(II) Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the PDMC:-

(a) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of erecting, providing and constructing footbridges, columns, structural supports and connections including but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby; and

(b) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 2 at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby.

10. The Owners of a Unit in the Phase 2 Residential Development and the Phase 2 Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule to the SDMC insofar as the same are applicable to them, including but not limited to the following:-

(a) Not to use or cause or permit or suffer the use of any of the Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to 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 Estate Common Areas in Phase 2, the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

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

Undivided Shares are assigned to each residential property in the Phase. They are set out in the table annexed to this section of Sales Brochure.

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

Subject to the provisions of the Building Management Ordinance and the provisions for termination contained in the PDMC, the Manager of the Phase shall be appointed for an initial period commencing on the date of the PDMC and expiring two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Estate or after the expiry date of the last building covenant period under the Government Grant, whichever is the earlier.

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

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

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

(ii) the Owners of the Units in the Residential Development shall contribute to the expenses of the Residential Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Residential Development; and

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

2. Notwithstanding anything contained in the PDMC to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being **("the Construction GFA of the Completed Estate")**. The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the aforesaid purpose, the construction gross floor area of the Station and the Depot is 53,726 m2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.

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 PDMC and the SDMC that deal with the area (if any) in the Phase retained by the owner for that owner's own use

Not applicable.

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 PDMC and the SDMC.

分配予期數中的每個住宅物業的不分割份數的數目
The number of undivided shares assigned to each residential property in the Phase

期數中的每個住宅物業獲分配不分割份數，詳細的分配狀況，請參閱下表。

Undivided Shares are assigned to each residential property in the Phase. They are set out in the table below.

座 Tower	分配予期數中的每個住宅物業的不分割份數的數目 The number of undivided shares assigned to each residential property in the Phase					
	樓層 Floor / 單位 Unit	A	B	C	D	E
第1座 (1A) Tower 1 (1A)	5樓 5/F	1197	854	475	712	467
	6樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 6/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F	1207	868	487	699	462
	32樓 32/F	1874	1167			

座 Tower	分配予期數中的每個住宅物業的不分割份數的數目 The number of undivided shares assigned to each residential property in the Phase						
	樓層 Floor / 單位 Unit	A	B	C	D	E	F
第1座 (1B) Tower 1 (1B)	5樓 5/F	1311	871	553	441	488	426
	6樓至8樓、10樓至12樓及15樓至20樓 6/F-8/F, 10/F-12/F & 15/F-20/F	1319	875	547	447	486	432
	21樓至23樓及25樓至31樓 21/F-23/F & 25/F-31/F	1319	875	548	447	487	431
	32樓 32/F	1968	1126	1027			

座 Tower	分配予期數中的每個住宅物業的不分割份數的數目 The number of undivided shares assigned to each residential property in the Phase						
	樓層 Floor / 單位 Unit	A	B	C	D	E	F
第2座 (2A) Tower 2 (2A)	5樓 5/F	910	784	802	882	298	538
	6樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F	887	782	791	856	318	561
	38樓 38/F	1512	1674	1117			

座 Tower	分配予期數中的每個住宅物業的不分割份數的數目 The number of undivided shares assigned to each residential property in the Phase							
	樓層 Floor / 單位 Unit	A	B	C	D	E	F	G
第2座 (2B) Tower 2 (2B)	5樓 5/F	584	485	406				411
	6樓至8樓 6/F-8/F	594	506	437	311	514	319	437
	10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F	594	553	697		514	319	437
	37樓 37/F		553	697		514	319	437
	37樓及38樓（複式） 37/F & 38/F (Duplex)	1202						
	38樓 38/F		1462	947				

備註：

期數住宅樓層由5樓開始，9樓為庇護層。第1座（1A及1B）不設13樓、14樓及24樓。第2座（2A及2B）不設13樓、14樓、24樓及34樓。

Note:

Residential floors of the Phase start from 5/F and the refuge floor is on 9/F. 13/F, 14/F and 24/F are omitted in Tower 1 (1A and 1B). 13/F, 14/F, 24/F and 34/F are omitted in Tower 2 (2A and 2B).

1. 期數位於香港仔內地段467號（「**該地段**」）B地盤。

2. 該地段乃根據一份日期為2017年6月12日的換地條件書第20304號（「**批地文件**」）由政府批授，批租年期為50年，由2017年6月12日起至2067年6月11日止。

3. **用途**

特別條款第(24)條

「(a) 受限於此等批地條款，該地段或其任何部分或任何在其上已興建或將興建的建築物或其部分不得用作非工業用途（不包括貨倉、酒店及加油站）以外之任何其他用途。

(b) A地盤或其任何部分或任何在其上已興建或將興建的建築物或其部分不得用作特別條款第(29)(a)條定義的政府樓宇及私人住宅用途以外之任何其他用途。

(c) B地盤、D地盤、E地盤及F地盤或其任何部分或任何在其上已興建或將興建的建築物或其部分不得用作私人住宅用途以外之任何其他用途。

(d) C地盤或其任何部分或任何在其上已興建或將興建的建築物或其部分不得用作非工業用途（不包括鐵路、貨倉、酒店及加油站）以外之任何其他用途。

(e) 黃竹坑站地盤不得用作鐵路車站及附屬於鐵路使用、營運及管理用途以外之任何其他用途。

(f) 黃竹坑車廠地盤不得用作維修車廠、鐵路工場及為鐵路營運及管理的其他附屬用途以外之任何其他用途。

(g) 在不影響本特別條款第(e)及(f)分條的一般性下，黃竹坑站地盤及黃竹坑車廠地盤可用作署長以書面批准的其他用途，署長可在給予批准時施加其認為合適的條款及條件，包括支付地價。

(h) 在不影響本特別條款第(a)至(f)分條的一般性下，該地段或其任何部分或任何在其上已興建或將興建的建築物或其部分不得用作依照此等條款、經批准建築圖則及經批准園境設計總圖（按特別條款第(26)(c)條定義）所設計、建造及擬作之用途以外的任何用途。」

4. **承批人須彌償**

一般條款第4條

「承批人須就任何違反此等條款或地政總署署長（下稱「署長」，而其決定為最終並對承批人有約束力）認為任何因承批人使用該地段或開發或重建任何該地段或其部分或在該地段上進行的任何活動或在該地段上進行的任何其他工程而引致毗鄰或毗連土地或該地段損壞或土壤或地下水污染（不論該等使用、開發或重建、活動或工程是否符合或違反此等條款）所招致的所有訴訟、法律程序、責任、索償、費用、開支、損失（不論是否財政上）及申索向政府作出彌償及使其獲得彌償。」

特別條款第(3)條

「承批人確認在本協議日期當日，該地段上存有一些建築物、構築物及地基，政府將不會就該等建築物、構築物及地基的存在、使用及其後的拆卸而對承批人造成或蒙受的任何損害、滋擾或侵擾承擔任何責任或法律責任，而承批人須就與該等建築物、構築物及地基的存在、使用及其後的拆卸而直接或間接招致或有關的所有責任、申索、損失、費用、索償、訴訟或其他法律程序向政府作出彌償及使其獲得彌償。」

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條款進行建造或重建（本詞指下文(b)款所預期的重建工程）：

(i) 依照經批准設計及布局及任何經批准建築圖則並在沒有任何變更或修改下保養所有建築物；及

(ii) 保養所有已建或依照此等條款或任何其後的合約修訂而可能興建的建築物至良好及充足的維修狀態，並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。

(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。在根據上述情況進行拆卸的情況下，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以使署長滿意。」

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。若該等私家街道、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，而署長亦可以公眾利益為由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. **預留範圍**

特別條款第(10)(a)-(d)及(f)條

「(a) 以下範圍將保留及預留予政府：

(i) 位於在此夾附的圖則Ia上以粉紅色加黑斜線、粉紅色加黑斜線黑點、粉紅色加黑交叉斜線及粉紅色加黑交叉斜線黑點顯示之範圍（以下分別稱為「粉紅色加黑斜線範圍」、「粉紅色加黑斜線黑點範圍」、「粉紅色加黑交叉斜線範圍」及「粉紅色加黑交叉斜線黑點範圍」）內香港主水平基準以上3.7米至香港主水平基準以上11.7米之間的空氣層，以供政府設施之用；

(ii) 位於粉紅色加黑交叉斜線範圍及粉紅色加黑交叉斜線黑點範圍內香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的空氣層，以供政府設施之用；

(iii) 位於粉紅色加黑斜線黑點範圍及粉紅色加黑交叉斜線黑點範圍內香港主水平基準以上3.7米至香港主水平基準以上9.5米之間的空氣層，以供政府設施之用；及

(iv) 位於在此夾附的圖則Ia 上以粉紅色加紅斜線黑點顯示之範圍（下稱「粉紅色加紅斜線黑點範圍」）內香港主水平基準以上5.7米至香港主水平基準以上9.5米之間的空氣層，以供政府設施之用；

(此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條所指的空氣層在下文合稱「第一預留範圍」）；及

(v) 位於在此夾附的圖則Ia上以粉紅色加黑交叉顯示之範圍（下稱「粉紅色加黑交叉範圍」）內一個或多個地面層以下1.5米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；及

(vi) 位於在此夾附的圖則Ia上以粉紅色加綠斜線顯示之範圍（下稱「粉紅色加綠斜線範圍」）內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；

(此特別條款第(a)(v)及(a)(vi)分條所指的空氣層在下文合稱「第二預留範圍」）；及

(vii) 位於在此夾附的圖則Ia 上以粉紅色加黑圓圈顯示之範圍（下稱「粉紅色加黑圓圈範圍」）內香港主水平基準以上4.7米之上及香港主水平基準以上11.0米之下的空氣層，以供政府設施之用；

(此特別條款第(a)(vii)分條所指的空氣層在下文稱為「第三預留範圍」）；及

(viii) 位於在此夾附的圖則Ia 上以粉紅色加棕斜線及粉紅色加棕斜線橙點顯示之範圍（以下分別稱為「粉紅色加棕斜線範圍」及「粉紅色加棕斜線橙點範圍」）內香港主水平基準以上11.2米至香港主水平基準以上31.2米之間的空氣層，以供高架引道之用；

(此特別條款第(a)(viii)分條所指的空氣層在下文稱為「第四預留範圍」）；

(ix) 位於在此夾附的圖則Ia 上以粉紅色加綠點顯示之範圍（下稱「粉紅色加綠點範圍」）內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；

(此特別條款第(a)(ix)分條所指的空氣層在下文稱為「第五預留範圍」）；

(第一預留範圍、第二預留範圍、第三預留範圍、第四預留範圍及第五預留範圍在下文合稱「預留範圍」）。

(b) 除此等條款另有訂明外，承批人對預留範圍並無權利、業權、擁有權、佔用權或使用權。

(c) 受限於此特別條款第(a)分條及特別條款第(11)條，除非得署長事先書面同意，承批人不得在預留範圍內或上搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物，而署長可以其單獨酌情權拒絕同意或在給予同意時施加其認為合適的條款及條件。

(d) 政府及其人員、代理人、承辦商及工人及其他獲授權人士在毋須成本、費用及開支下獲保留及預留以下權利：為在預留範圍內或上已建或擬建的建築物、裝置或構築物的支撐權、所有必須的地役權、經過該地段以來往預留範圍及其任何一個或多個部分及支撐或附屬於在預留範圍內或上已建或擬建的建築物、裝置或構築物的構築物及裝置的通行權及利用任何沿、通過該地段或任何在其上的建築物、構築物及搭建物或其任何一個或多個部分的、或在其上面、上、下或內鋪設或將鋪設的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他媒介，以供氣體、電力、水、排水或其他污水、空氣、電話線及其他服務設施流通來往預留範圍及其任何一個或多個部分的權利。

(f) 謹此同意及確認政府有權在毋須成本、費用及開支下安裝、保留、翻新、更換、保養及維修位於該地段內黃竹坑站（按特別條款第(46)(a)條定義）下方的服務設施及該等設施在該地段內已建或擬建的一幢或多幢建築物上的附屬物。」

特別條款第(11)(a)-(c)條

「(a) 謹此確認承批人已於第一預留範圍內搭建現有的服務設施及與鐵路相關的構築物，承批人須自費保養、維修及更換現有的服務設施及與鐵路相關的構築物以使署長在各方面滿意。

(b) 在批租期完結時及署長要求下，承批人須自費及在署長以書面指明的時間內拆卸及移除此特別條款第(a)分條指明的所有現有的服務設施及與鐵路相關的構築物。

(c) 承批人須就承批人及其傭人、工人或承辦商因進行、履行或滿足承批人於此特別條款下的責任所作出或沒有作出的任何事情而招致或有關的所有責任、訴訟、法律程序、費用、申索、開支、損失、賠償、支出及索償向政府及其人員、代理人、承辦商及工人及其他獲授權人士作出彌償及使其獲得彌償。」

8. 行人天橋相關結構及未來行人天橋相關結構

特別條款第(12)(a)、(b)、(d)、(e)、(f)及(g)條

「(a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」），用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以“EW”標示之現有行人天橋（下稱「現有行人天橋」）。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。

(b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」），並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia 上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。

(d) 承批人須就承批人及其傭人、工人或承辦商因建造、改建、維修、保養及管理行人天橋相關結構、未來行人天橋相關結構及連接點所作出或沒有作出的任何事情而招致或有關的所有責任、訴訟、法律程序、費用、申索、開支、損失、賠償、支出及索償向政府及其人員、代理人、承辦商及工人及其他獲授權人士作出彌償及使其獲得彌償。

(e) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

(i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程（該等連接工程在下稱「連接工程」）並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及

(ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

(f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。

(g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

9. 綠色範圍

特別條款第(13)(a)條

「(a) 承批人須：

(i) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 在此所夾附的圖則Ia上以綠色顯示的部份（下稱「綠色範圍」）鋪設及平整部份未來公共道路；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「該等構築物」）

使建築、車輛、行人的交通得以在綠色範圍內往來。

(ii) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色範圍連同該等構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

10. 綠色圓點範圍

特別條款第(17)(a)條

「(a) 承批人須：

(i) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍（下稱「綠色圓點範圍」）內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「綠色圓點範圍構築物」）

使建築、車輛、行人的交通得以在綠色圓點範圍內往來。

(ii) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

11. 建築契諾

特別條款第(23)條

「(a) 承批人須在該地段上興建一幢或多幢建築物，並須在所有方面符合此等條款及現時及任何時候在香港生效並有關建築、衛生及規劃的一切條例、附例及規例。

(b) 在A地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分（不包括特別條款第(29)(a)條定義之政府樓宇）須於本協議日期起計84個月屆滿當日或之前完成及可供佔用。

(c) 在B地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分須於2024年12月31日或B地盤到期日或經延展的到期日（如適用）起計84 個屆滿當日（以較後者為準）或之前完成及可供佔用。

(d) 在C地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分須於2026 年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或之前完成及可供佔用。

(e) 在D地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分須於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或之前完成及可供佔用。

(f) 在E地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分須於2026年12月31日或E地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或之前完成及可供佔用。

(g) 在F地盤上已建或擬建的一幢或多於一幢建築物或其一個或多個部分須於2027年6月30日或F地盤到期日或經延展的到期日（如適用）起計84 個月屆滿當日（以較後者為準）或之前完成及可供佔用。」

12. 樹木保育

特別條款第(25)條

「未得署長事先書面同意，概不可移除或干預任何現於該地段或毗連土地生長的樹木，而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

13. 園境美化工程

特別條款第(26)(a)、(b)(ii) 及(iii)、(c)、(d) 及(e)條

「(a) 承批人須自費向規劃署署長提交一份園境設計總圖，指明將在該地段內根據此特別條款第(b)分條提供之園境美化工程的位置、布局及設計，以取得其批核。在園境設計總圖未獲規劃署署長的書面批准及特別條款第(25) 條下樹木保育計劃書未獲同意（如要）前，不得在該地段或其部分進行地盤平整工程。

(b) (ii) 該地段上不少於30%之範圍須種植樹木、灌木或其他植物。

(iii) 此特別條款第(b)(ii)分條所指的30%範圍中的不少於50%（下稱「綠化範圍」）須位處署長全權酌情決定之位置或高度，以使行人可見或進入該地段的人士可達。

(c) 承批人須自費依照經批准園境設計總圖（下稱「經批准園境設計總圖」）為該地段進行園境美化，以使署長在各方面滿意。未得署長事先書面同意，不得修改、變更、改動、修訂或替代經批准園境設計總圖。

(d) 承批人須此後自費保持及保養園境美化工程至安全、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) 根據本特別條款進行園境美化工程之範圍須被指定為並構成特別條款第(64)(a)(v)條所指的公用地方。」

14. 發展條款

特別條款第(27)(c)、(d)、(e)、(f) 及(g)(i)條

「受限於此等條款，在開發或重建（該詞僅指一般條款第6 條下的重建）該地段或其任何部分時：

(c) (i) 任何在該地段上搭建或將搭建的一幢或多幢建築物的整體總樓面面積須不少於242,700平方米（包括不少於214,500平方米作私人住宅用途及不少於28,200平方米作非工業用途（不包括鐵路、住宅、貨倉、酒店及加油站））及不多於404,500平方米（包括不多於357,500平方米作私人住宅用途及不多於47,000平方米作非工業用途（不包括鐵路、住宅、貨倉、酒店及加油站））；

(ii) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在A地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於32,160平方米及不多於53,600平方米；

(iii) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在B地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於27,480平方米及不多於45,800平方米；

(iv) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在C地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於55,740平方米及不多於92,900平方米；

(v) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在D地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於35,580平方米及不多於59,300平方米；

(vi) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在E地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於35,460平方米及不多於59,100平方米；

(vii) 在此特別條款第(c)(i)分條上規定的總樓面面積中，任何在F地盤上搭建或將搭建並設計及擬作私人住宅用途的一幢或多幢建築物的整體總樓面面積須不少於28,080平方米及不多於46,800平方米；

(viii) 在此特別條款第(c)(i)分條上規定的整體總樓面面積中，任何在C地盤上搭建或將搭建並設計及擬作非工業用途（不包括鐵路、住宅、貨倉、酒店及加油站）的一幢或多幢建築物的整體總樓面面積須不少於28,200平方米及不多於47,000平方米；

(d) 任何在黃竹坑站地盤及黃竹坑車廠地盤上搭建或將搭建的一幢或多幢建築物的總樓面面積須分別不多於10,701平方米及40,563平方米，亦不須計入此特別條款第(c)分條中規定的整體總樓面面積中；

(e) 任何在該地段內搭建或將搭建的建築物或其他構築物的部分，連同該等任何建築物或構築物的任何附加物或裝置（如有）之合計高度不得超過香港主水平基準以上150米或其他署長以其單獨酌情批准的其他高度限制（受限於署長決定須由承批人支付的任何地價及行政費用），惟：

(i) 在獲得署長事先書面批准下，機房、空調機機組、水缸、梯屋、衛星電視天線、護牆、吊船、避雷針、排氣管及類似天台構築物可於建築物天台上搭建或放置，以致超越上述的高度限制；及

(ii) 署長可在計算一幢建築物或構築物的高度時以其單獨酌情將特別條款第(87)(b)(i)(II)條所提述的任何構築物或樓面空間不計算在內；

(f) 任何在該地段上搭建或將搭建的一幢或多幢建築物（特別條款第(46)(a)條定義之黃竹坑站及特別條款第(46)(b)條定義之黃竹坑車廠除外）之設計及布局須獲署長書面批准。任何地盤內均不得展開建築工程（獲准許工程除外），直至獲得就該地盤所發的批准為止；及

(g) (i) 除非事先獲得署長書面批准，任何在該地段上搭建或將搭建的一幢或多幢建築物的面牆伸展長度不可達到或超過60米；及」

特別條款第(28)條

「除非事先獲得署長書面同意並已符合其施加的任何條件（包括支付其要求的任何行政費用及地價），在此夾附的圖則Ia上以虛線圍邊及編號以“W”為首綴的範圍（下稱「虛線圍邊範圍」）內的地面水平上或由虛線圍邊範圍的地面水平向上延伸的15米高度的空間內不准搭建或興建任何建築物、構築物、任何建築物或構築物的支撐物或伸出物。」

15. 政府樓宇

特別條款第(29)(a)及(b)條

「(a) 承批人須自費及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表（下稱「技術附表」）及根據特別條款第(30)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 在本協議日期起計84個月內完成一所淨作業樓面面積達557平方米的中度智障人士宿舍（下稱「宿舍」），並使其適合佔用及運作；及

(ii) 在本協議日期起計84個月內完成一所淨作業樓面面積達653平方米的綜合職業康復服務中心（下稱「康復服務中心」），並使其適合佔用及運作；

(該等樓宇連同署長以其絕對酌情權決定及專屬於該等樓宇的任何其他範圍、設施、服務及設備（其決定為最終並對承批人有約束力）在下文合稱「政府樓宇」）。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(33)(e)條

「(e) 承批人須就政府樓宇或其任何部分的建築工程而招致或有關的所有責任、費用、開支、申索、訴訟、索償及其他法律程序向政府及署長作出彌償及使其獲得彌償。」

特別條款第(39)條

「(a) 在無損特別條款第(40)條的條文為前提下，承批人須在所有時間自費保養政府樓宇及其屋宇裝備裝置至良好狀態及使署長在各方面滿意，直至特別條款第(40)條所指的欠妥之處保養責任期屆滿為止。

(b) 就此特別條款而言，「承批人」一詞不包括其承讓人。」

特別條款第(40)條

「(a) 就所有政府樓宇及其屋宇裝備裝置：

(i) 於承批人向政府交還政府樓宇或其任何部分的管有權的相應日期可能存在的；及

(ii) 於承批人交還政府樓宇或其任何部分的管有權的相應日期後365日的一段期間（下稱「欠妥之處保養責任期」）內發生或變得可見的；

任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程（不論有關工藝、物料、設計或其他因素）所招致或與其相關的任何形式的申索、費用、索償、支出、損失、訴訟及法律程序，承批人須彌償政府和財政司司長法團並保證其獲得彌償。

(b) 在署長或財政司司長法團或兩者要求時，承批人須自費依照署長或財政司司長法團或兩者可能指明的時限、標準及方式進行所有保養、維修、更改、重建及修補工程和其他必要的工程以修補與糾正政府樓宇或其任何部分及其屋宇裝備裝置在任何欠妥之處保養責任期期間發生或變得可見的任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。除上述以外，承批人須自費依照署長或財政司司長法團或兩者可能指明的時限、標準及方式彌補與糾正承批人在交付管有權之相關日期時政府樓宇或其任何部分及其屋宇裝備裝置可能存在的任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。

(c) 署長或財政司司長法團或兩者將在每一個欠妥之處保養責任期快將屆滿前就政府樓宇的相關部分及其屋宇裝備裝置進行視察，旨在查找任何明顯的欠妥之處、失修、不完善、故障、失

效或任何其他未完成工程。署長及財政司司長法團各自保留權利在每一個欠妥之處保養責任期結束後的14天內向承批人送達一份或多份欠妥之處清單，列明政府樓宇的相關部分及其屋宇裝備裝置中任何明顯的欠妥之處、失修、不完善、故障、失效或任何其他未完成工程，而承批人須自費依照署長或財政司司長法團或兩者指明的時限、標準及方式安排一切必要工程以作修補與糾正。

(d) 倘承批人未有進行本特別條款第(b)及(c)分條提述的任何工程，該等工程即可由政府或財政司司長法團或兩者進行。承批人須在要求時支付政府或財政司司長法團或兩者所有因此產生並經署長核證（其決定為最終及對承批人有約束性的）的成本及支出及一筆金額相等於涉及的成本與支出的百分之二十的行政費，惟政府或財政司司長法團或兩者有權從本特別條款第(e)分條提述的保證金中扣除承批人在本(d)分條下到期及未繳付予政府或財政司司長法團或兩者的成本、支出及費用。若保證金不足夠支付承批人所有到期及未繳付的成本、支出及費用，承批人須在要求時支付尚欠之差額。

(e) 承批人須在按照特別條款第(36)條轉讓宿舍及康復服務中心時同時向政府提供下列之金額（以下合稱「保證金」）：

(i) 宿舍：港幣2,375,000.00元；及

(ii) 康復服務中心：港幣2,870,000.00元。

受限於此特別條款第(d)分條的但書，保證金將在宿舍及康復服務中心的相關欠妥之處保養責任期屆滿及承批人滿意地完成所有保養、維修、改動、重建及修正及由署長或財政司司長法團或兩者要求的任何其他工作後退還予承批人（承批人明文確認並同意毋須就保證金或其任何部分支付任何利息）。

(f) 就此特別條款而言，「承批人」一詞不包括其承讓人。」

特別條款第(42)(a)、(b)及(c)條

「(a) 受限於特別條款第(64)(a)(iv)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱「物件」）使署長在各方面滿意：

(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆壁、支柱、橫樑、天花板、天台樓板、行車道或樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備(包括但不限於攜帶式和固定消防裝置設備)；及

(iv) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就所有因其未有保養物件而引致或導致任何性質的責任、賠償、開支、申索、成本、索償、費用、法律行動及程序彌償政府及財政司司長法團，並保證他們獲得彌償。

(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. 公共休憩空間

特別條款第(43)(a)-(c)條

「(a) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或之前自費搭建、建造及提供一個不小於1300平方米的地面公共休憩空間（下稱「公共休憩空間」）並使署長在各方面滿意。公共休憩空間須由承批人自費以署長要求的標準及使用署長要求的物料、設備及設施設置、平整、服務、美化、種植、處理及提供，使署長在各方面滿意。

(b) 承批人須於整個在此協定的批租期內自費修理、保養、維修、管理公共休憩空間及其上之一切物件，並使署長在各方面滿意。就此特別條款而言，「承批人」一詞指商業樓宇（根據特別條款第(48)(b)條定義）業主。

(c) 在不影響本特別條款第(b)分條的一般性下，承批人須於完成公共休憩空間工程後及整個在此協定的批租期內：

(i) 保持公共休憩空間每日24小時開放給公眾不受阻礙地使用及享受；及

(ii) 自費並使署長滿意地在顯眼處張貼告示通知公眾公共休憩空間開放予公眾使用，及列明其開放時間及其他署長不時要求的相關資料。」

17. 黃竹坑站與黃竹坑車廠

特別條款第(46)條

「(a) 由本協議日期起及於整個在此協定的批租期內，承批人須繼續於黃竹坑站地盤內以署長各方面均滿意的規模及方式並依據此等條款及香港鐵路條例及其下之規例及任何修訂法例營運一個鐵路車站及以供使用、營運及管理金鐘與海怡半島之間的南港島綫（東段）（下稱「南港島綫（東段）」）的該等附屬鐵路構築物、設施及道路（該鐵路車站及附屬鐵路構築物、設施及道路以下合稱「黃竹坑站」）。

(b) 由本協議日期起及於整個在此協定的批租期內，承批人須繼續於黃竹坑車廠地盤內以署長各方面均滿意的規模及方式並依據所有有關鐵路車廠及現時或任何時候在香港生效的條例、附屬法例及規例營運一個維修車廠、鐵路工場及以供營運及管理南港島綫（東段）的其他附屬設施（以下合稱「黃竹坑車廠」）。」

特別條款第(53)條

「承批人須於整個在此協定的批租期內在黃竹坑站的營運時間內准許公眾人士以步行或輪椅方式自由及毋須以任何方式付費地進入及行經由承批人指定作往來黃竹坑站的該地段的一個或多個部分或其上任何的建築物、構築物及搭建物內、下或上作一切合法用途。」

18. 康樂設施

特別條款第(55)(a)及(c)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該等康樂設施及其附屬設施（下稱「設

施」）。設施的類型、大小、設計、高度和布局事前必須獲得署長書面批核。

(c) 倘若設施的任何部分可獲豁免而不計入本特別條款第(b)分條所訂的總樓面面積（下稱「豁免設施」）：

(i) 豁免設施須劃訂為並構成特別條款第(64)(a)(v)條提述的公用地方之一部分；

(ii) 承批人須自費維修豁免設施以保持其修繕妥當及良好狀況，及運作豁免設施以使署長滿意；及

(iii) 豁免設施只可供已建或將建於該地段的一座或多座住宅大廈住戶和其真正訪客使用，其他人士不可使用。」

19. 行人連接道及行人通道

特別條款第(59)(a)-(e)條

「(a) 承批人須自費按署長批准的位置、方式、材料、標準、水平、定線及設計鋪設、平整、提供、建造及鋪蓋該等隔離行人道或行人徑（連同署長絕對酌情要求的該等樓梯、斜道、照明及扶手電梯）作本特別條款第(b)分條指明的用途，使署長在各方面滿意。

(b) 上述隔離行人道或行人徑須為本特別條款第(a)分條所訂的採用最短路線，並有蓋及為下述目的建造及設計：

(ii) 在署長批准的建築物之位置及水平連接擬在該地段內興建的每一幢建築物；及

(iii) 連接該地段內的一切主要設施，包括黃竹坑站、商業樓宇、公共休憩空間、住宅大廈、未來行人天橋（其連接點於夾附於此的圖則Ia上U3點及V3點之間顯示及標示）及政府樓宇，以及在該地段外的主要設施包括現有行人天橋、位於黃竹坑站下方的公共運輸設施、現已或將會沿南朗山道提供的公共巴士總站及現已或將會沿警校道提供的公共小巴總站。

(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道，以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋（其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記）。為免生疑問，署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。

(d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑（連同該等樓梯、斜道、照明及升降機）及行人通道至良好及充足的維修狀態，以使署長滿意。

(e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地開放予公眾使用。」

20. 通道範圍

特別條款第(61)(a)-(f)條

「(a) 除非事先獲得署長書面同意，除於本協議日期已存有的構築物外，不得在該地段中(i)在此夾附的圖則Ia上以粉紅色加橙點顯示之範圍（除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用）及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍（除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用）內搭建或興建建築物或構築物或任何建築物或構築物的支撐物（該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」）。

(b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍，包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物，以使通道範圍可作公眾行人通道之用。

(c) 在此特別條款第(b)分條提述的工程完成後，承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。

(d) 受限於此特別條款第(b)分條，承批人不得進行任何署長認為可能影響通道範圍的工程（署長之意見為最終並對承批人具約束力）。

(e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。

(f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。」

21. 停車及上落客貨要求

特別條款第(68)條

「(a) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物內的住宅單位的住客及其真實來賓、訪客或受邀人的汽車停泊之用（下稱「住宅停車位」），以使署長滿意，而提供住宅停車位之比率以已建或將建在該地段內的建築物內的住宅單位之相應大小作指標計算，並於下表列出（除非署長同意採用與下表所列者不同之住宅停車位比率或數量）。即使上述另有規定，住宅停車位的總數將不得超過730個或署長可能決定的其他數目；

每個住宅單位的大小	將提供的住宅停車位數量
少於40平方米	每33個住宅單位或其部分提供一個停車位
不少於40平方米但少於70平方米	每19個住宅單位或其部分提供一個停車位
不少於70平方米但少於100平方米	每6個住宅單位或其部分提供一個停車位
不少於100平方米但少於130平方米	每2個住宅單位或其部分提供一個停車位
不少於130平方米	每1個住宅單位或其部分提供一個停車位

(ii) 就此特別條款第(a)(i)分條而言， 將提供的住宅停車位總數須等於此特別條款第(a)(i)分條之表格中列明的每個住宅單位相應大小作指標計算之住宅停車位相應數目的總和，另外就該等特別條款而言，「每個住宅單位的大小」一詞的總樓面面積指以下(I)及(II)之和：

(I) 由該住宅單位的住客所獨家使用及享用之住宅單位總樓面面積，該面積須從該單位圍封牆或護牆的外圍開始量度（除非該圍封牆分隔兩個相連單位，在該情況下則須從該圍封牆的中間開始量度），並須包括該單位內的內部間隔及柱，但為免生疑問，須排除該單位內所有於特別條款第27(c)條中規定不得納入總樓面面積計算之樓面面積；及

(II) 按比例計入有關住宅單位的住宅公用地方（於下文定義）的總樓面面積，在計算時，住宅公用地方（指位於住宅單位圍封牆外予已建或將建在該地段內的發展項目住宅部分的住客所共同使用及享用的住宅公用地方，但為免生疑問，不包括所有於特別條款第27(c)條中規定不得納入總樓面面積的計算之樓面面積）（該住宅公用地方下稱「住宅公用地方」）的整體總樓面面積將按下列公式按比例計入住宅單位：

$$\text{住宅公用地方整體總樓面面積} \times \frac{\text{有關住宅單位根據此特別條款第(a)(ii)(I)分條計算的總樓面面積}}{\text{所有住宅單位根據此特別條款第(a)(ii)(I)分條計算的整體總樓面面積}}$$

(iii) 如任何已建或將建在該地段內的住宅單位大廈提供超過75個住宅單位，則須以每幢該等住宅單位大廈提供一個停車位或署長批准的其他比率提供額外停車位，以供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物之住宅單位之住客的真實來賓、訪客或受邀人的汽車停泊之用，惟最少須就每幢該等住宅單位大廈提供一個停車位。

(iv) 根據此特別條款第(a)(i)分條（可根據特別條款第(71)條更改）及第(a)(iii)分條提供的停車位不得用作上述條款各自規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(b) (i) 該地段內須提供200個或署長批准的其他數目的停車位供停泊非工業（不包括鐵路、住宅、政府樓宇、貨倉、酒店及加油站）用途汽車，以使署長滿意。

(ii) 根據此特別條款第(b)(i)分條提供的停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內作該分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的汽車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(c) (i) 在根據此特別條款第(a)及(b)分條（可根據特別條款第(71)條更改）提供的停車位中，承批人須依照建築事務監督的要求及批准保留及劃定停車位，供傷殘人士停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車（該等保留及劃定之停車位下稱「傷殘人士停車位」），惟最少一個停車位須從此特別條款第(a)(iii)分條提供的停車位中保留及劃定，但承批人不得保留及劃定所有根據此特別條款第(a)(iii)分條提供的停車位作傷殘人士停車位。

(ii) 傷殘人士停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例定義之傷殘人士停泊屬於已建或將建在該地段內的建築物之住客或佔用人及其真實來賓、訪客或受邀人的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(d) (i) 該地段內須按以下比率提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的電單車停泊，以使署長滿意（除非署長同意採用不同之比率）：

(I) 根據此特別條款第(a)(i)分條提供的住宅停車位總數（可根據特別條款第(71)條更改）的百分之五（下稱「住宅電單車停車位」）；

(II) 根據此特別條款第(a)(iii)分條提供的訪客停車位總數的百分之五；及

(III) 根據此特別條款第(b)(i)分條提供的停車位總數（可根據特別條款第(71)條更改）的百分之五，

惟若須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 住宅電單車停車位（可根據特別條款第(71)條更改）及根據此特別條款第(d)(i)(II)分條提供的停車位（可根據特別條款第(71)條更改）不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物之住宅單位之住客及其真實來賓、訪客或受邀人的電單車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他用途或提供洗車及汽車美容服務。

(iii) 根據此特別條款第(d)(i)(III)分條提供的停車位（可根據特別條款第(71)條更改）不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內作此特別條款第(b)(i)分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的電單車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(e) (i) 除了傷殘人士停車位，每個根據此特別條款第(a)及(b)分條提供的停車位（可根據特別條款第(71)條更改）須闊2.5米及長5.0米，並有最少2.4米淨空高度。

(ii) 每個傷殘人士停車位的大小須如建築事務監督要求及批准。

(iii) 每個根據此特別條款第(d)分條提供的電單車停車位（可根據特別條款第(71)條更改）須闊1米及長2.4米，並有最少2.4米或以署長可能批准的最少淨空高度。」

特別條款第(69)(a)及(b)條

「(a) 該地段內須以下列比率提供停車位供上落客貨車輛之用並使署長滿意：

(i) 每幢已建或將建在該地段內的住宅單位大廈提供一個上落客貨停車位，而該上落客貨停車位須毗鄰或位於每幢住宅單位大廈之內；及

(ii) 已建或將建在該地段內作非工業（不包括鐵路、住宅、政府樓宇、貨倉、酒店及加油站）用途的建築物的總樓面面積之中每1200平方米或其部分提供一個上落客貨停車位。

(b) (i) 每個根據此特別條款第(a)(i)分條提供的停車位（可根據特別條款第(71)條更改）須闊3.5米及長11.0米，並有最少4.7米淨空高度。該等停車位不得用作該分條提述的建築物上落客貨車以外的任何其他用途。

(ii) 根據此特別條款第(a)(ii)分條提供的停車位數量（可根據特別條款第(71)條更改）的百分之六十五或署長以其絕對酌情權決定的其他百分比之停車位須各闊3.5米及長7.0米，並有最少3.6米淨空高度。根據此特別條款第(a)(ii)分條提供的停車位數量（可根據特別條款第(71)條更改）的其餘百分之三十五或署長以其絕對酌情權准許的其他百分比之停車位須各闊3.5米及長11.0米，並有最少4.7米淨空高度。」

特別條款第(70)條

「黃竹坑站地盤及黃竹坑車廠地盤內須提供為滿足黃竹坑站及黃竹坑車廠營運需要而需要的停車位，以供汽車停泊、調動及上落客貨，並使署長滿意。如此提供的停車位不得用作汽車停泊及上落客貨以外的任何用途。為免生疑問，按此特別條款提供的停車位將計入特別條款第(27)(d)條規定的總樓面面積內。」

特別條款第(71)條

「(a) 即使特別條款第(68)(a)(i)、(68)(b)(i)、(68)(d)(i)(I)、(68)(d)(i)(II)、(68)(d)(i)(III)、(69)(a)(i)及(69)(a)(ii)條另有規定，承批人可增加或減少按上述各條特別條款分別提供的停車位數目不多於5個百分點，惟如此增加或減少的停車位總數不得多於50個。

(b) 除此特別條款第(a)分條以外，承批人可增加或減少按特別條款第(68)(a)(i)及(68)(d)(i)(I)條提供的停車位數目不多於5個百分點，而毋須考慮特別條款第(a)分條所計算的停車位。」

特別條款第(73)條

「(a) 即使此等條款已獲遵從及符合以使署長滿意，住宅停車位及住宅電單車停車位不得：

(i) 轉讓，除非

(I) 連同賦予就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分割份數一併轉讓；或

(II) 予一名已擁有賦予就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分割份數的人士；或

(ii) 出租，除非租予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個的住宅停車位及住宅電單車停車位轉讓或出租予一個該地段上已興建或將興建的建築物的住宅單位的業主或住客。

(b) 即使此特別條款的第(a)分條另有規定，在獲得署長事先書面同意後，承批人可以整體方式將所有住宅停車位及住宅電單車停車位轉讓，惟僅可轉讓予承批人的一間全資附屬公司。

(c) 此特別條款的第(a)分條並不適用於該地段（不包括政府樓宇、黃竹坑站地盤、黃竹坑車廠地盤及黃竹坑不可分割份數）作為一整體的轉讓、分租、按揭或押記。

(d) 此特別條款的第(a)及(b)分條不適用於傷殘人士停車位。」

特別條款第(74)條

「在該地段內根據特別條款第(68)(a)(iii)條及第(69)(a)(i)條提供之停車位及傷殘人士停車位須被指定為並構成公用地方的一部分。」

特別條款第(75)條

「承批人須將經署長批准並顯示所有根據特別條款第(68)、(69)及(70)條在該地段內提供的停車位及上落客貨停車位布局的圖則或由認可人士（按《建築物條例》、其附屬法例及任何經修訂的條例定義）核證的該圖則複本送交予署長存放。任何影響該地段內的任何地盤或其部分或在其上已建或將建的任何建築物或其部分的交易均不得在與相關交易涉及的地盤的上述圖則如此送交予署長存放之前進行（根據特別條款第(38)條交付政府樓宇之空置管有權、根據特別條款第(36)條政府樓宇之轉讓、根據特別條款第(47)及(51)(b)條將黃竹坑不分割份數轉歸財政司司長法團、根據特別條款第(62)(c)條之租賃協議或租約或有關該等租賃協議或租約之協議及根據特別條款第(62)(d)條之建築按揭或其他署長可能批准的交易除外）。於上述經批准圖則內顯示的停車位及上落客貨停車位不得用作於特別條款第(68)、(69)及(70)條分別列明的用途以外的任何其他用途。承批人須根據上述批准圖則保養停車位及上落客貨停車位及其他空間，包括但不限於升降機、梯台及運轉與通道地方，亦不得在未有署長事先書面同意下改動其布局。除了上述經批准圖則顯示的停車位外，該地段或其上之任何建築物或構築物之任何部分皆不得作車輛停泊之用。」

22. 削土工程

特別條款第(77)(a)、(c)及(d)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。承批人應時刻在此協定的整個批租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，以使署長滿意。

(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) 除此等條款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需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。」

23. 保養地錨

特別條款第(79)條

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期維修和定期監察，以使署長滿意。承批人並須按署長不時全權酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或沒有執行指定的監察工程，署長可立即執行及展開該監察工程，而承批人須於應政府要求時償還有關的費用。」

24. 廢土或泥頭碎礫

特別條款第(80)條

「(a) 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「政府產業」），承批人須自費將廢物從政府產業移走，並修復任何對政府產業造成的損害。承批人須就任何因該等廢物而導致私人產業受損毀或滋擾所引起的所有法律行動、追討及索償向政府作出彌償。

(b) 即使此特別條款第(a)分條另有規定，署長可（但並非必須）在承批人要求時將廢物從政府產業移走，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

25. 對服務設施的損害

特別條款第(81)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「建造及保養工程」），以免損害、干擾或阻礙該地段或其任何部分、綠色範圍或該地段或其任何部分及綠色範圍兩者之上、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、電線、公用事業服務或任何其他工程或裝置（以下合稱「服務設施」）。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交計劃書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的書面批准。承批人在署長書面批准建造及保養工程及上述的計劃書前，不得展開任何工程。承批人須自費符合所有署長在作出上述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及綠色範圍兩者或任何服務設施造成任何損害、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，以使署長滿意（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及綠色範圍兩者或任何服務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。」

26. 建造排水渠及渠道與連接排水渠及渠道

特別條款第(82)條

「(a) 承批人須按署長視為需要時，自費以署長滿意的方式在該地段邊界範圍內或政府土地上搭建和保養排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，承批人必須承擔全責並向政府及其官員賠償。

(b) 如該地段已鋪設任何排水渠及污水管並已啟用，署長可展開工程將此等渠道接駁至政府雨水渠及污水管，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。承批人須在政府通知時支付此等接駁工程的費用。此外，上述工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內的工程部份，並在政府通知時將其移交政府，日後由政府自費保養。承批人須在政府通知時支付上述接駁工程的技術審核費用。如承批人未能保養上述建於政府土地內的接駁工程之任何部分，署長可按其視為必要時，進行該等保養工程，承批人必須在接獲通知時向政府支付有關的費用。」

27. 保護明渠

特別條款第(83)條

「(a) 承批人確認在該地段外有一條明渠位於在此夾附的圖則Ia上以紅色虛線顯示的範圍內及香港主水平基準以上5.7米至香港主水平基準以下9.5米之間的空氣層（下稱「明渠」），而政府亦不會因明渠的存在、狀況及狀態或明渠其後的搭建或因行使根據此特別條款賦予政府的任何權利所引致承批人或使其蒙受的任何損失、損害、損傷、滋擾或干擾承擔任何責任或法律責任，承批人亦不得為此作任何申索賠償。

(b) 承批人須確保所有在該地段之中、之上或之內進行的工程須以不減損明渠穩定性、排水性能及可達性的方式進行。

(c) 倘承批人的工程減損了明渠的穩定性、排水性能及可達性（渠務署署長對工程有否減損明渠的穩定性、排水性能及可達性的決定為最終並對承批人有約束力），渠務署署長有權以書面通知要求承批人自費進行以其絕對酌情權要求的該等補救工程。如承批人忽略或沒有於指明時間內履行該通知內的要求，渠務署署長可於該通知期屆滿後執行及展開所需的工程，而承批人須在收到通知要求後向政府償還相關的成本。」

28. 禁止小販

特別條款第(84)條

「承批人不得准許或容忍任何小販於該地段（商用樓宇除外）內擺賣，並須將被發現的小販從該處移離。承批人須於該地段（商用樓宇除外）的所有入口附近之當眼位置張貼禁止小販於該地段（商用樓宇除外）內擺賣的告示。就此等條款而言，「小販」是根據《公眾衞生及市政條例》第2條、任何根據該條例所訂的規則及任何修訂法例所定義，惟就此特別條款而言，該定義(a)段中「在公眾地方」一詞須被略去，並由「該地段（任何根據此等條款可用作商業用途的部分除外）內」取代。」

29. 不得作廣告用途

特別條款第(85)條

「未得署長事先書面同意前，承批人不得在黃竹坑站或黃竹坑車廠或兩者的任何部分或其任何外部搭建或准許或容忍搭建任何廣告招牌、圍板、告示板或海報以作戶外廣告用途，即使獲得同意亦只能依照署長以其絕對酌情權要求或訂明的條款及條款進行。惟就直接與鐵路營運有關而在黃竹坑站或黃竹坑車廠或兩者的任何部分上搭建的招牌、告示或海報而言，則毋須獲得署長的事先書面同意。」

30. 禁止搭建或製作墳墓或骨灰龕

特別條款第(88)條

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准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。」

31. 保護地下鐵路

特別條款第(89)條

「 (a) 在該地段或其任何部分上或內的建築工程、地基工程或任何其他工程均不得破壞、干擾、阻礙或危害黃竹坑站、黃竹坑車廠或地下鐵路的運作或其任何一者或多於一者或任何在該地段或其任何部分內、經過或附近及有關地下鐵路的構築物、設施、裝置或隧道（以下合稱「地下鐵路構築物及裝置」）。承批人須自費採取署長要求的措施及預防措施，以確保地下鐵路構築物及裝置及地下鐵路、黃竹坑站及黃竹坑車廠的安全。

(b) 於整個在此協定的批租期內，承批人須符合並遵從屋宇署署長施加的所有規定，以保護地下鐵路構築物及裝置，以使屋宇署署長在各方面滿意。」

32. 發展項目設施坑道

特別條款第(90)條

「承批人須自費在該地段內獲署長批准的一個或多個位置及以署長批准的設計及標準搭建、興建、提供及保養發展項目設施坑道（下稱「設施坑道」）。設施坑道須位於黃竹坑車廠的天台或其他獲署長批准的一個或多個位置。設施坑道僅可用作容納在該地段內任何地盤之服務設施，而該等服務設施包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、電訊電纜、有線電視及同類服務， 此等服務設施必須以有關政府機構及公用事業公司批准的方式安裝及保養。在計算特別條款第(27)(c) 條訂明的總樓面面積時，設施坑道將不會計算在內。」

備註：

根據一封由地政總署鐵路發展組於2020年10月21日發出並已於土地註冊處以文件摘要編號20113001010307註冊的信件（**「該信件」**），批地文件內規定完成發展、平整、建造或提供（視屬何種情況而定）以下地盤、範圍及設施之日期將被更改如下：

特別條款	描述	於以下日期或之前完成
(23)(b)	發展A地盤	2024年12月11日
(23)(c)	發展B地盤	2025年7月16日
(23)(d)	發展C地盤	2027年3月23日
(23)(e)	發展D地盤	2027年6月10日
(12)(b)	建造連接未來行人天橋的結構性支撐物及接駁位	2027年3 月23日
(13)(a)	平整綠色範圍	2027年6月10日
(17)(a)	平整綠色圓點範圍	2027年3月23日
(29)(a)	提供政府樓宇	2024年12月11日
(43)(a)	提供公共休憩空間	2027年3月23日
(59)(c)	提供行人通道	2027年3月23日

1. The Phase is situated on Site B of Aberdeen Inland Lot No. 467 (**"the lot"**).

2. The lot is held from the Government under Conditions of Exchange No. 20304 dated 12 June 2017 (**"the Land Grant"**) for a term of 50 years from 12 June 2017 and expiring on 11 June 2067.

3. **User**

Special Condition No. (24)

" (a) Subject to these Conditions, 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.

(b) Site A 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 the Government Accommodation as defined in Special Condition No. (29)(a) hereof and private residential purposes.

(c) Site B, Site D, Site E and Site F 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 private residential purposes.

(d) Site C 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 railway, godown, hotel and petrol filling station) purposes.

(e) The Wong Chuk Hang Station Site shall not be used for any purposes other than for the purposes of a railway station and purposes ancillary to the use, operation and management of the railway.

(f) The Wong Chuk Hang Depot Site shall not be used for any purposes other than for the purposes of a maintenance depot, railway workshop and other ancillary uses for the operation and management of the railway.

(g) Without prejudice to the generality of sub-clauses (e) and (f) of this Special Condition, the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site can be used for such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions, including the payment of premium, as he sees fit.

(h) Without prejudice to the generality of sub-clauses (a) to (f) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans and the Approved Landscape Master Plan (as defined in Special Condition No. (26)(c) hereof)."

4. **Indemnity by Grantee**

General Condition No. 4

"The Grantee hereby 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 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 (hereinafter referred to as "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."

Special Condition No.(3)

"The Grantee acknowledges that as at the date of this Agreement there are some buildings, structures and foundations existing on the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, use and subsequent demolition of the said buildings, structures and foundations and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the said buildings, structures and foundations."

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) of this General Condition) in accordance with these Conditions:

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

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

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one 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. Reserved Areas

Special Condition No. (10)(a)-(d) and (f)

" (a) There are excepted and reserved unto the Government the following:

(i) the air stratum in the areas shown coloured pink hatched black, pink hatched black stippled black, pink cross-hatched black and pink cross-hatched black stippled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Black Area", "the Pink Hatched Black Stippled Black Area", "the Pink Cross-hatched Black Area" and "the Pink Cross-hatched Black Stippled Black Area" respectively) between the level of 3.7 metres above the Hong Kong Principal Datum (hereinafter referred to as "the HKPD") and the level of 11.7 metres above the HKPD for the purposes of Government facilities;

(ii) the air stratum in the Pink Cross-hatched Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD for the purposes of Government facilities;

(iii) the air stratum in the Pink Hatched Black Stippled Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 3.7 metres above the HKPD and the level of 9.5 metres below the HKPD for the purposes of Government facilities; and

(iv) the air stratum in the area shown coloured pink hatched red stippled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Red Stippled Black Area") between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD for the purposes of Government facilities;

(which air strata in sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition are hereinafter collectively referred to as "the First Reserved Area"); and

(v) the air stratum in the area shown coloured pink crossed black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Crossed Black Area") between the level of 1.5 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities; and

(vi) the air stratum in the areas shown coloured pink hatched green on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Green Areas") between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air strata in sub-clauses (a)(v) and (a)(vi) of this Special Condition are hereinafter collectively referred to as "the Second Reserved Area"); and

(vii) the air stratum in the area shown coloured pink circled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Circled Black Area") above the level of 4.7 metres above the HKPD and below the level of 11.0 metres below the HKPD for the purposes of Government facilities;

(which air stratum in this sub-clause (vii) is hereinafter referred to as "the Third Reserved Area"); and

(viii) the air stratum in the areas shown coloured pink hatched brown and pink hatched brown stippled orange on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Brown Area" and "the Pink Hatched Brown Stippled Orange Area" respectively) between the level of 11.2 metres above the HKPD and the level of 31.2 metres above the HKPD for the purposes of the viaduct;

(which air stratum in this sub-clause (viii) is hereinafter referred to as "the Fourth Reserved Area");

(ix) the air stratum in the area shown coloured pink stippled green on Plan Ia annexed hereto (hereinafter referred to as "the Pink Stippled Green Area") between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air stratum in this sub-clause (ix) is hereinafter referred to as "the Fifth Reserved Area");

(the First Reserved Area, the Second Reserved Area, the Third Reserved Area, the Fourth Reserved Area and the Fifth Reserved Area are hereinafter collectively referred to as "the Reserved Areas").

(b) The Grantee shall have no right, title, ownership, possession or use of the Reserved Areas save and except as provided for in these Conditions.

(c) Subject to sub-clause (a) of this Special Condition and Special Condition No. (11) hereof, no building or structure or support for any building or structure shall be erected or constructed by the Grantee within or on the Reserved Areas except with the prior written consent of the Director who may at his sole discretion refuse consent or give consent subject to such terms and conditions as he sees fit.

(d) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen and other duly authorized personnel free of costs, charges and expenses the rights of support for the building, installations or structures erected or to be erected within or on the Reserved Areas, the rights to all necessary easements, the rights of way through the lot to and from the Reserved Areas and any part or parts thereof and the structures and installations supporting or appertaining to the buildings, installations or structures erected or to be erected within or on the Reserved Areas and the rights of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Reserved Areas and any part or parts thereof through any gutters, pipes,

wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building, structures and erections thereon or any part or parts thereof.

(f) It is hereby agreed and acknowledged that the Government has the rights of installation, retention, renewal, replacement, maintenance and repair of utilities free of costs, charges and expenses within the lot underneath the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) hereof and those annexations of the said utilities onto the building or buildings erected or to be erected on the lot."

Special Condition No. (11)(a)-(c)

" (a) It is hereby acknowledged that the Grantee has erected existing utilities and railway related structures within the First Reserved Area and shall maintain, repair and replace the existing utilities and railway related structures at his own expense and in all respects to the satisfaction of the Director.

(b) Upon expiry of the term hereby agreed to be granted and upon request by the Director, the Grantee shall at his own expense and within such time to be specified by the Director in writing demolish and remove all the existing utilities and railway related structures specified in sub-clause (a) of this Special Condition.

(c) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, 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 or contractors in connection with the carrying out, performance or fulfilment of his obligations under this Special Condition."

8. Footbridge Associated Structures and Future Footbridge Associated Structures

Special Condition No. (12)(a), (b), (d), (e), (f) and (g)

" (a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the existing footbridge as shown and marked "EW" on Plan Ia annexed hereto (hereinafter referred to as "the Existing Footbridge") with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.

(b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as "the Future Footbridge Associated Structures") with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, 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 or contractors in connection with the construction, alteration, repair, maintenance and management of the Footbridge Associated Structures, the Future Footbridge Associated Structures and the connection points.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

(i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and

(ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2

shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof."

9. Green Area

Special Condition No. (13)(a)

" (a) The Grantee shall:

(i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period 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 on Plan Ia annexed hereto (hereinafter referred to as "the Green Area"); 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 (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Green Area 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 Area shall have been re-delivered in accordance with Special Condition No. (14) hereof."

Special Condition No. (14)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event 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 Area allow free access over and along the Green Area 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. (13) hereof or otherwise."

10. Stippled Green Area

Special Condition No. (17)(a)

" (a) The Grantee shall:

(i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period 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 in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as "the Stippled Green Area"). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; 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 (hereinafter collectively referred to as "the Stippled Green Area Structures")

so that building, vehicular and pedestrian traffic may be carried on the Stippled Green Area.

(ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area 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 Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof."

Special Condition No. (18)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event 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 Stippled Green Area allow free access over and along the Stippled Green Area 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. (17) hereof or otherwise."

11. Building covenant

Special Condition No. (23)

" (a) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong.

(b) The building or buildings or part or parts thereof erected or to be erected within Site A (other than the Government Accommodation as defined in Special Condition No. (29)(a) hereof) shall be completed and made fit for occupation within 84 months from the date of this Agreement.

(c) The building or buildings or part or parts thereof erected or to be erected within Site B shall be completed and made fit for occupation on or before the 31st day of December 2024 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site B, whichever is the later.

(d) The building or buildings or part or parts thereof erected or to be erected within Site C shall be completed and made fit for occupation on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later.

(e) The building or buildings or part or parts thereof erected or to be erected within Site D shall be completed and made fit for occupation on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later.

(f) The building or buildings or part or parts thereof erected or to be erected within Site E shall be completed and made fit for occupation on or before the 31st day of December 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site E, whichever is the later.

(g) The building or buildings or part or parts thereof erected or to be erected within Site F shall be completed and made fit for occupation on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later."

12. Preservation of trees

Special Condition No. (25)

"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."

13. Landscaping

Special Condition No. (26)(a), (b)(ii) & (iii), (c), (d) and (e)

" (a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (25) hereof.

(b) (ii) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as "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 (hereinafter referred to as "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. (64)(a)(v) hereof."

14. Development conditions

Special Condition No. (27)(c), (d), (e), (f) and (g)(i)

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

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 242,700 square metres (consisting of not less than 214,500 square metres for private residential purposes and not less than 28,200 square metres for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes) and shall not exceed 404,500 square metres (consisting of not more than 357,500 square metres for private residential purposes and not more than 47,000 square metres for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes);

(ii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site A designed and intended to be used for private residential purposes shall not be less than 32,160 square metres and shall not exceed 53,600 square metres;

(iii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site B designed and intended to be used for private residential purposes shall not be less than 27,480 square metres and shall not exceed 45,800 square metres;

(iv) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site C designed and intended to be used for private residential purposes shall not be less than 55,740 square metres and shall not exceed 92,900 square metres;

(v) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site D designed and intended to be used for private residential purposes shall not be less than 35,580 square metres and shall not exceed 59,300 square metres;

(vi) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site E designed and intended to be used for private residential purposes shall not be less than 35,460 square metres and shall not exceed 59,100 square metres;

(vii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site F designed and intended to be used for private residential purposes shall not be less than 28,080 square metres and shall not exceed 46,800 square metres;

(viii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site C designed and intended to be used for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes shall not be less than 28,200 square metres and shall not exceed 47,000 square metres;

(d) the total gross floor area of any building or buildings erected or to be erected on the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site shall not exceed 10,701 square metres and 40,563 square metres respectively and shall not be taken into account for the purpose of calculating the total gross floor area stipulated in sub-clause (c) of this Special Condition;

(e) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 150 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director, approve, provided that:

(i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods satellite TV antennae, parapet walls, gondolas, lightning poles, drainage vent pipes and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and

(ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (87)(b)(i)(II) hereof;

(f) the design and disposition of any building or buildings erected or to be erected on the lot (save and except the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof and the Wong Chuk Hang Depot as defined in Special Condition No. (46)(b) hereof) shall be subject to the approval in writing of the Director and no building works (other than the Permitted Works) shall be commenced on any of the Sites until such approval in respect of that Site shall have been obtained; and

(g) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and"

Special Condition No.(28)

"Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures or projection shall be erected or constructed within the area shown by a dash-edged line and marked by numbers with a pre-fix "W" on Plan Ia annexed hereto (hereinafter referred to as "the Dash-edged Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Dash-edged Area to a height of 15 metres."

15. Government Accommodation

Special Condition No. (29)(a) and (b)

" (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (30)(a) hereof, the following accommodation:

(i) One hostel for moderately mentally handicapped persons with a net operational floor area of 557 square metres (hereinafter referred to as "the Hostel") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement; and

(ii) One integrated vocational rehabilitation services centre with a net operational floor area of 653 square metres (hereinafter referred to as "the Rehabilitation Services Centre") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement;

(which 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 hereinafter collectively referred to as "the Government Accommodation").

(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. (33)(e)

" (e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

Special Condition No. (39)

" (a) Without prejudice to the provisions of Special Condition No. (40) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (40)(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."

Special Condition No. (40)

" (a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings 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 to the Government; 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 (hereinafter referred to as "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 or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 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.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Hostel and the Rehabilitation Services Centre as provided for in Special Condition No. (36) hereof, deposit with the Government the respective sums specified below (hereinafter collectively referred to as "security money"):

(i) HK$2,375,000.00 for the Hostel; and

(ii) HK$2,870,000.00 for the Rehabilitation Services Centre.

Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Hostel and the Rehabilitation Services Centre and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

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

Special Condition No. (42)(a), (b) and (c)

" (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (64)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(i) the external finishes of the Government Accommodation 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;

(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, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

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

16. Public Open Space

Special Condition No. (43)(a)-(c)

" (a) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot an at-grade public open space of not less than 1,300 square metres (hereinafter referred to as "the Public Open Space"). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director. For the purposes of this Special Condition, the expression "Grantee" shall mean the owner of the Commercial Accommodation (as defined in Special Condition No. (48)(b) hereof).

(c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:

(i) keep the Public Open Space open 24 hours a day for the use and enjoyment by all members of the public at all times free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Public Open Space is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director."

17. Wong Chuk Hang Station and Wong Chuk Hang Depot

Special Condition No. (46)

" (a) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Station Site a railway station together with such ancillary railway structures, facilities and roads for the use, operation and management of the South Island Line (East) Railway between Admiralty and South Horizons (hereinafter referred to as "the SIL(E)") (which railway station and ancillary railway structures, facilities and roads are hereinafter collectively referred to as "the Wong Chuk Hang Station") on a scale, in a manner and in all respects to the satisfaction of the Director in accordance with these Conditions and the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Depot Site a maintenance depot, railway workshop and other ancillary uses for the operation and management of the SIL(E) (hereinafter collectively referred to as "the Wong Chuk Hang Depot") on a scale in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to the railway depot which are or may at any time be in force in Hong Kong."

Special Condition No. (53)

"The Grantee shall throughout the term hereby agreed to be granted during the operational hours of the Wong Chuk Hang Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Wong Chuk Hang Station."

18. Recreational facilities

Special Condition No. (55)(a) and (c)

" (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "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 (hereinafter referred to as "the Exempted Facilities"):

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (64)(a)(v) hereof;

(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 on the lot and their bona fide visitors and by no other person or persons."

19. Pedestrian link and Pedestrian Walkway

Special Condition No. (59)(a)-(e)

" (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, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the 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 the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition 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 the Director shall approve; and

(ii) link up all major facilities within the lot including the Wong Chuk Hang Station, the Commercial Accommodation, the Public Open Space, residential blocks, the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto) and the Government Accommodation and those outside the lot including the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road provided or to be provided thereon.

(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

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

20. Passage Area

Special Condition No. (61)(a)-(f)

" (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as "the Passage Area").

(b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.

(c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.

(d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.

(e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director."

21. Parking, loading and unloading requirements

Special Condition No. (68)

" (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director 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 in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate or to a number of the Residential Parking Spaces different from those set out in the table below). Notwithstanding the aforesaid, the number of the Residential Parking Spaces shall not exceed a total number of 730 or such other number as may be determined by the Director;

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 33 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2 residential unit or part thereof
Not less than 130 square metres	One space for every 1 residential unit or part thereof

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

$$\text{The total gross floor area of Residential Common Area} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional 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 in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space for every such block of residential units being provided.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (71) hereof) and (a)(iii) 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) 200 parking spaces or such other number as may be determined by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.

(ii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause 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) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (71) hereof), the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter regarded to as "the Parking Spaces for 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)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

(ii) The Parking Spaces for 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 or occupiers 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.

(d) (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 the following rates unless the Director consents to another rate:

(I) 5 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof) (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");

(II) 5 percent of the total number of the visitors' parking spaces required to be provided under sub-clause (a)(iii) of this Special Condition; and

(III) 5 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof),

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 (as may be varied under Special Condition No. (71) hereof) and the spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No. (71) hereof) 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 in 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.

(iii) The spaces provided under sub-clause (d)(i)(III) of this Special Condition (as may be varied under Special Condition No. (71) hereof) 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 occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition 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.

(e) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

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

(iii) Each of the motor cycle parking spaces as referred to in sub-clause (d) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."

Special Condition No. (69)(a) and (b)

" (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:

(i) one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; and

(ii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.

(b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. 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 therein.

(ii) 65% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (71) hereof) or such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. The remaining 35% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special

Condition No. (71) hereof) or such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres."

Special Condition No. (70)

"Spaces shall be provided within the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site to the satisfaction of the Director for the parking, manoeuvring, loading and unloading of motor vehicles as may be required to meet the operational needs of the Wong Chuk Hang Station and the Wong Chuk Hang Depot. The spaces so provided shall not be used for any purpose other than for the parking, loading and unloading of motor vehicles. For the avoidance of doubt, the spaces so provided under this Special Condition shall be accountable for the calculation of the total gross floor area stipulated in Special Condition No. (27)(d) hereof."

Special Condition No. (71)

" (a) Notwithstanding Special Conditions Nos. (68)(a)(i), (68)(b)(i), (68)(d)(i)(I), (68)(d)(i)(II), (68)(d)(i)(III), (69)(a)(i) and (69)(a)(ii) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Conditions Nos. (68)(a)(i) and (68)(d)(i)(I) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."

Special Condition No. (73)

" (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; 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; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

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.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot (excluding the Government Accommodation, the Wong Chuk Hang Station Site, the Wong Chuk Hang Depot Site and the WCH Undivided Shares) as a whole.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons."

Special Condition No. (74)

"The spaces provided within the lot in accordance with Special Conditions Nos. (68)(a)(iii) and (69)(a)(i) hereof and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas."

Special Condition No. (75)

"Plans approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (68), (69) and (70) hereof, or copies of such plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director by the Grantee. No transaction (except the delivery of vacant possession of the Government Accommodation under Special Condition No. (38) hereof, the assignment of the Government Accommodation under Special Condition No. (36) hereof, the vesting of the WCH Undivided Shares to F.S.I. under Special Conditions Nos. (47) and (51)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (62)(c) hereof and a building mortgage under Special Condition No. (62)(d) hereof or such other transactions as the Director may approve) affecting any of the Sites or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such deposit of the plan in respect of the Site to which the transaction relates. The parking, loading and unloading spaces indicated on the said approved plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (68), (69) and (70) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plans and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plans, no part of the lot or any building or structure thereon shall be used for parking purposes."

22. Cutting away

Special Condition No. (77)(a), (c) and (d)

" (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or

was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

23. Anchor maintenance

Special Condition No. (79)

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

24. Spoil or debris

Special Condition No. (80)

" (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "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 (hereinafter referred to as "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 the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

25. Damage to Services

Special Condition No. (81)

"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 (hereinafter referred to as "the Construction and Maintenance 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 Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Construction and Maintenance 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 Construction and Maintenance Works in writing to the Director for his approval in all respects, and shall not carry out any works whatsoever until the Director shall have given his written approval to the Construction and Maintenance 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 Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Construction and Maintenance 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 Area or both the lot or any part thereof and the Green Area 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."

26. Construction of drains and channels and connecting drains and sewers

Special Condition No. (82)

" (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."

27. Protection of Nullah

Special Condition No.(83)

" (a) The Grantee acknowledges that there is a nullah outside the lot at the air stratum between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD on the area shown by dashed red lines on Plan Ia annexed hereto (hereinafter referred to as "the Nullah") and the Government will accept no responsibility or liability for any loss, damage, injury, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, the state and condition or subsequent construction of the Nullah or of the exercise of any rights conferred on the Government under this Special Condition and the Grantee shall have no claim for compensation in respect thereof.

(b) The Grantee shall ensure that all works in, on or within the lot are carried out in such a manner that the stability, drainage and accessibility of the Nullah is not impaired.

(c) In the event that the stability, drainage or accessibility of the Nullah has been impaired by the works of the Grantee (the determination of the Director of Drainage Services on whether the stability, drainage and accessibility has been impaired shall be final and binding on the Grantee), the Director of Drainage Services shall be entitled by notice in writing to call upon the Grantee to carry out at the Grantee's own expense such remedial works as the Director of Drainage Services in his absolute discretion shall require. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, the Director of Drainage Services may after the expiry of such period execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof."

28. No hawkers

Special Condition No. (84)

"The Grantee shall not permit or suffer any hawker to carry on business within the lot (except the Commercial Accommodation) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot (except the Commercial Accommodation) shall be displayed prominently by the Grantee near all entrances to the lot (except the Commercial Accommodation). For the purposes of these Conditions, "hawker" shall be as defined in section 2 of the Public Health and Municipal Services Ordinance, 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 other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions"."

29. No advertisement

Special Condition No. (85)

"The Grantee shall not, without the prior written consent of the Director, erect or permit or suffer to be erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both or any external part or parts thereof any advertising sign, hoarding notice board or poster for outdoor advertising purposes and then even with such consent only in accordance with such terms and conditions as the Director may in his absolute discretion require or prescribe save that the prior written consent of the Director shall not be required in case of signs, notices or posters which are erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both which pertain directly to the operation of the railway."

30. No grave or columbarium permitted

Special Condition No. (88)

"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."

31. Mass Transit Railway Protection

Special Condition No. (89)

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

(b) Throughout the term hereby agreed to be granted, the Grantee shall comply with and observe all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations in all respects to the satisfaction of the Director of the Buildings."

32. Development Utility Trenches

Special Condition No. (90)

"The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be subject to the approval of the Director development utility trenches (hereinafter referred to as "the Utility Trenches"). The Utility Trenches shall be located at the roof of the Wong Chuk Hang Depot or at such other location or locations as may be approved by the Director. The Utility Trenches shall only be used for the purpose of accommodating services for any of the Sites within the lot, and such services shall include but not limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Trenches shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(c) hereof."

Note:

Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307 (**"the Letter"**), the dates for completion of development, construction, formation or provision (as the case may be) of the following Sites, areas and facilities under the Land Grant will be amended as follows :-

Special Condition No.	Description	To be completed on or before
(23)(b)	The development of Site A	11 December 2024
(23)(c)	The development of Site B	16 July 2025
(23)(d)	The development of Site C	23 March 2027
(23)(e)	The development of Site D	10 June 2027
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027

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設施

1. 行人天橋相關結構及未來行人天橋相關結構

批地文件相關條文：

特別條款第(12)(a)、(b)、(e)、(f)及(g)條

「(a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」），用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以"EW"標示之現有行人天橋（下稱「現有行人天橋」）。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。

(b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」），並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。

(e) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

(i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程（該等連接工程在下稱「連接工程」）並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及

(ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

(f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。

(g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

公契相關條文：

主公契中「屋苑公用地方」及「車站」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『車站』指(i)建於該土地的黃竹坑站地盤（按批地文件特別條款第(1)(h)條定義）上或內的黃竹坑站（按批地文件特別條款第(46)(a)條定義），包括一個鐵路車站及附屬鐵路構築物、設施及道路、(ii)批地文件特別條款第(70)條提述為黃竹坑站的營運需要而於黃竹坑站地盤內提供或將提供予汽車停泊、調動及上落客貨的停車位及(iii)行人天橋相關結構（按批地文件特別條款第(12)(a)條定義）；為免生疑，以下並不構成車站的一部分：所有服務車廠或屋苑或其任何部分的公用事業、服務、槽、井及設施及車廠及屋苑的所有裝飾物料。」

副公契中「第二期中的屋苑公用地方」的定義

「『第二期中的屋苑公用地方』指位於第二期內擬供予屋苑的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該部分屋苑公用地方，包括但不限於未來行人天橋相關結構（定義見批地文件特別條款第(12)(b)條）、第二期中的行人通道（僅為管理及保養的目的而包括已建或擬建毗鄰B地盤但位於該土地以外的該部分）、第二期綠化範圍的其中部分、花槽、消防員升降機大堂、暢通易達升降機、消防喉轆、電線槽、防火閘、走廊、樓梯及梯台、護牆、結構牆及柱、建於屋苑及服務多於一期數及位於B地盤以內的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者），但不包括第二期中的住宅發展項目公用地方、第二期公用地方、第二期住宅公用地方及第二期停車場公用地方；第二期中的屋苑公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色、靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

主公契E章第8(c)條

「港鐵作為車站及車廠的業主須自費負責提供及保持批地文件特別條款第(12)(g)條所要求的公眾行人通道，並於黃竹坑站（按批地文件特別條款第(46)(a)條定義）營運時間內開放予公眾免費及無阻礙地使用，以使署長各方面滿意。」

主公契第二附表第II部分的第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物、的未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接通道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

主公契第二附表第II部分的第4(a)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(a) 於按批地文件特別條款第(46)(a)條定義的黃竹坑站的營運時間內使用港鐵按批地文件特別條款第(12)(g)條提供的行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

副公契第二附表第II部分的第3(a)條

「在無損主公契第二附表第II部分第3條保留予港鐵之權利之一般性為前提下：

(a) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後(緊急情況除外)進入B地盤的任何部分(港鐵已出售或轉讓的單位除外)，以便按其所需不時在地盤B內的任何一點或部分豎立、提供及興建行人天橋、柱、結構支撐及連接，包括但不限於未來行人天橋相關結構（按批地文件特別條款第12(b)條定義），惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補。」

2. 綠色範圍及該等構築物

批地文件相關條文：

特別條款第(13)(a)條

「(a) 承批人須：

(i) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 在此所夾附的圖則Ia上以綠色顯示的部份（下稱「綠色範圍」）鋪設及平整部份未來公共道路；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「該等構築物」）使建築、車輛、行人的交通得以在綠色範圍內往來；

(ii) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色範圍連同該等構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

特別條款第(15)條

「在未獲署長事先書面同意之前，承批人不得使用綠色範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(13)條指明之工程以外之任何用途。」

特別條款第(16)條

「承批人須在其管有綠色範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色範圍，以視察、檢查及監督任何為遵從特別條款第(13)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(13)(b)條下的工程及任何其他在綠色範圍內署長認為需要的工程。」

公契相關條文：

主公契中「綠色範圍」及「該等構築物」的定義

「『綠色範圍』指該部分按批地文件特別條款第(13)(a)(i)(l)條由港鐵於批地文件附夾的圖則Ia上以綠色顯示的範圍鋪設及平整的公共道路及擬鋪設及平整的未來公共道路。」

「『該等構築物』指按批地文件特別條款第(13)(a)(i)(II)條定義的該等構築物。」

主公契E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

主公契F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

主公契F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

(i) 會議通知必須正式發出並列明擬通過有關事項的議案；
(ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
(iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
(iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；
(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

主公契G章第1(b)(ii)條

「發展項目業主委員會的職能為：

(ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

主公契I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

主公契I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契I章第4(b)條

「管理人或（如無管理人）業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

3. 綠色圓點範圍及綠色圓點範圍構築物

批地文件相關條文：

特別條款第(17)(a)條

「(a) 承批人須：

(i) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍（下稱「綠色圓點範圍」）內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「綠色圓點範圍構築物」）

使建築、車輛、行人的交通得以在綠色圓點範圍內往來；

(ii) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

特別條款第(19)條

「在未獲署長事先書面同意之前，承批人不得使用綠色圓點範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(17)條指明之工程以外之任何用途。」

特別條款第(20)條

「承批人須在其管有綠色圓點範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色圓點範圍，以視察、檢查及監督任何為遵從特別條款第(17)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(17)(b)條下的工程及任何其他在綠色圓點範圍內署長認為需要的工程。

公契相關條文：

主公契中「綠色圓點範圍」及「綠色圓點範圍構築物」的定義

「『綠色圓點範圍』指該部分按批地文件特別條款第(17)(a)(i)(l)條由港鐵於批地文件附夾的圖則Ia上以綠色圓點顯示之範圍內的地面層以下2米至地面層以上5.5米之間的空氣層內鋪設及平整的公共道路及擬鋪設及興建的未來公共道路。」

「『綠色圓點範圍構築物』指按批地文件特別條款第(17)(a)(i)(II)條定義的綠色圓點範圍構築物。」

主公契E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

主公契F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。

主公契F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

(i) 會議通知必須正式發出並列明擬通過有關事項的議案；
(ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
(iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
(iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；
(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

主公契G章第1(b)(ii)條

「發展項目業主委員會的職能為：

(ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

主公契I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

主公契I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契I章第4(b)條

「管理人或（如無管理人）業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

4. 政府樓宇

批地文件相關條文：

特別條款第(29)(a)及(b)條

「(a) 承批人須自費及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表（下稱「技術附表」）及根據特別條款第(30)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 在本協議日期起計84個月內完成一所淨作業樓面面積達557平方米的中度智障人士宿舍（下稱「宿舍」），並使其適合佔用及運作；及

(ii) 在本協議日期起計84個月內完成一所淨作業樓面面積達653平方米的綜合職業康復服務中心（下稱「康復服務中心」），並使其適合佔用及運作；

（該等樓宇連同署長以其絕對酌情權決定及專屬於該等樓宇的任何其他範圍、設施、服務及設備（其決定為最終並對承批人有約束力）在下文合稱「政府樓宇」）。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(36)(a)條

「承批人須在署長要求時將此特別條款第(b)分條指明的不可分割份數或其任何部分連同政府樓宇或其部分的獨家使用、佔用及享用權，在空置管有及沒有產權負擔下由承批人自費轉讓予財政司司長法團（在文義許可下此詞包括其繼承人及承讓人），而承批人須在署長可能以書面方式指明的一個或多個時間內完成已根據特別條款第(35)條獲發完工證明書的政府樓宇或其任何部分之轉讓。」

特別條款第(38)條

「署長有權在政府樓宇進行根據特別條款第(36)條的轉讓前要求交出而已根據特別條款第(35)條獲發完工證明書的政府樓宇或署長需要的部分的空置管有權，而承批人須按該要求以署長認為合適的條款及條件將有關空置管有權交予政府，供政府獨家使用、佔用及運作。」

公契相關條文：

主公契中「政府樓宇」的定義

「『政府樓宇』指分別按批地文件特別條款第(29)(a)(i)條及第(29)(a)(ii)條定義的宿舍及康復服務中心，各自連同任何其他由署長按批地文件特別條款第(29)條以其絕對酌情權決定於該土地上興建或擬興建並作為發展項目一部分的專屬範圍、設施、服務及裝置。」

主公契E章第9(a)條

「財政司司長法團作為政府樓宇業主須負責保養及管理政府樓宇（物件除外），而非發展項目的任何其他部分或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的任何部分。財政司司長法團作為政府樓宇業主僅須按批地文件特別條款第(64)(a)(iv)(I)(2)條負責支付有關實際上服務政府樓宇或由該處佔用人、其傭工、承辦商、代理人或訪客使用的設施或服務的管理及保養費用，惟前提是財政司司長法團的責任將由政府產業署署長或署長為此提名的人士釐定，且於任何情況下須支付的管理及保養費用的比例均不得超過政府樓宇的樓面總面積佔（就有關該土地的管理及保養費用而言）所有已建或擬建於該土地上的建築物的樓面總面積或（就有關A地盤的管理及保養費而言）所有已建或擬建於A地盤上的建築物的樓面總面積的比例，有關的維修及管理費用的繳付責任將由政府樓宇的轉讓契據的日期或接收政府樓宇的日期起計，以較早者為準；另一前提為除非及直至政府產業署署長或署長為此提名的人士已經以書面方式批准有關金額，財政司司長法團作為政府樓宇業主並無責任支付任何管理及保養費用。財政司司長法團作為政府樓宇業主並無責任就政府產業署署長或署長就此提名的其他人士認為並非直接服務或惠及政府樓宇的發展項目任何其他部分（不論是否屬公用地方）或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的任何部分或任何設施或服務的管理及保養費用作出任何供款。財政司司長法團作為政府樓宇業主毋須就管理費作出任何供款。」

主公契F章第9(a)(v)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施。」

主公契G章第1(e)條

「任何發展項目業主委員會或期數的業主附屬委員會的決議均不得與本主公契條文或香港法院的任何判決或命令相抵觸，亦不得影響政府樓宇或其任何部分的使用、操作或保養。」

主公契G章第12條

「發展項目業主委員會須邀請財政司司長法團作為政府樓宇業主提名作其代表的人士出席其所有會議，並按本主公契L章第3(a)條向該等人士免費提供該會議的議程、通知及記錄。財政司司長法團作為政府樓宇業主須不時以書面形式通知發展項目業主委員會其代表。出席任何發展項目業主委員會會議之財政司司長法團作為政府樓宇業主的代表有權將其對討論事項的意見告知委員會，但無權投票。」

主公契J章第1條的但書

「惟受本主公契本章第5(b)(II)條及E章第9(a)條所限，港鐵作為車站及車廠的業主（而非以其他身份）及政府樓宇的業主不須攤付管理人因保養及管理屋苑產生的任何成本、費用及開支，政府樓宇的業主亦不須攤付本章第2條及第9條分別提述的特別基金或按金，以及保險費、泥頭清理費、利息、懲罰費用或性質類似的費用。」

主公契K章第8條

「建築規則及裝修規則（包括任何根據本章第3條所作的更改及修訂）不能不利地影響或干擾政府樓宇或其任何部分的使用、操作及享用，亦不能阻止、阻礙或限制政府樓宇或其任何部分的出入。」

主公契第二附表第I部分的第2條

(a) 即使本主公契或任何副公契或副分公契另有規定，財政司司長法團、其承租人、租客、被許可人、及任何獲授權人士及政府樓宇或其任何部分當時的業主及佔用人有以下權利、特權及地役權：

(i) 政府樓宇受庇護、支撐物及保護的權利；
(ii) 在任何時候讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於批租期內於該土地的任何部分及發展項目的任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來政府樓宇的權利；
(iii) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何政府樓宇或其任何部分專用的服務及設施（「政府樓宇服務」）的權利，而無須向其他業主或管理人支付任何費用，亦無須取得其批准或同意，惟在進行上述政府樓宇服務的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外該土地上發展項目的所有部分的該等服務及設施造成損壞；
(iv) 為正確地使用及享用政府樓宇或其任何部分的目的通行及再通行、進出、往返及使用該土地的公用地方或發展項目的公用地方，以及使用和享用該土地或發展項目內任何公用設施的權利；
(v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶車輛、機械、設備、物料及機器進入該土地或發展項目任何部分的權利，以便擴建政府樓宇或其任何部分或進行保養、維修、加建、改建及其他工程，以及進行政府樓宇服務或其任何部分的保養、維修、改建、改道、更改、重鋪、還原及其他工程；
(vi) 按署長要求享有暢通無阻進出政府樓宇的通行權；
(vii) 在財政司司長法團認為合適時在政府樓宇或其任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入該土地或其任何部分或發展項目任何部分的通行權，不論是否連同受僱人、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢查、安裝、建設、展示、陳列、保養、維修、拆除及更新此等招牌及廣告；
(viii) 固定於政府樓宇的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程，設備及物料的通行權；
(ix) 於政府樓宇內、周圍、其範圍內、其上及其下的牆、圓柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分改變及運行附加服務以專門服務或惠及政府樓宇的權利，及相關通行該土地或發展項目任何部分的權利，不論是否連同傭人、工人及其他人，及不論是否攜帶機械、設備、機器及物料，惟在進行上述改動工程時必須採取適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外發展項目的所有部分的該等服務及設施造成損壞；以及
(x) 署長視為必要或恰當的其他權利、特權及地役權。

(b) 政府或財政司司長法團於任何時候更改政府樓宇或其任何部分之用途的權利，而無須取得港鐵、其他業主或管理人的批准或同意。

(c) 行使任何上述第2(a)至(b)段的權利、特權及地役權無須港鐵、其他業主或管理人的任何許可、批准或同意。

5. 公共休憩空間

批地文件相關條文：

特別條款第(43)(a)-(c)條

「(a) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或之前自費搭建、建造及提供一個不小於1300平方米的地面公共休憩空間（下稱「公共休憩空間」）並使署長在各方面滿意。公共休憩空間須由承批人自費以署長要求的標準及使用署長要求的物料、設備及設施設置、平整、服務、美化、種植、處理及提供，使署長在各方面滿意。

(b) 承批人須於整個在此協定的批租期內自費修理、保養、維修、管理公共休憩空間及其上之一切物件，並使署長在各方面滿意。就此特別條款而言，「承批人」一詞指商業樓宇（根據特別條款第(48)(b)條定義）業主。

(c) 在不影響本特別條款第(b)分條的一般性下，承批人須於完成公共休憩空間工程後及整個在此協定的批租期內：

(i) 保持公共休憩空間每日24小時開放給公眾不受阻礙地使用及享受；及

(ii) 自費並使署長滿意地在顯眼處張貼告示通知公眾公共休憩空間開放予公眾使用，及列明其開放時間及其他署長不時要求的相關資料。」

公契相關條文：

主公契中「商業發展項目」的定義

「『商業發展項目』指按批地文件特別條款第(48)(b)條定義並於C地盤內按經批准圖則已建或擬建作商業及/或零售用的商業樓宇及其附屬地方，並為免生疑，包括公共休憩空間（按批地文件特別條款第(43)(a)條定義）、供商業發展項目的佔用人及其真正賓客、訪客及受邀人使用的私家車及電單車停車位、劃定供商業發展項目使用的貨車上落貨車位及其相連車道及通道地方、所有位於商業發展項目內及其附屬的結構柱，並將於就C地盤訂立的副公契或分副公契中更詳細描述。」

主公契第二附表第II部分的第4(b)條

「受限於批地文件的條款及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權

(b) 於每日24小時免費及不受阻礙地使用及享用按批地文件特別條款第(43)(a)條提供的公眾休憩空間；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

6. 行人通道

批地文件相關條文：

特別條款第(59)(c)、(d)及(e)條

「(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道，以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋（其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記）。為免生疑問，署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。

(d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑（連同該等樓梯、斜道、照明及升降機）及行人通道至良好及充足的維修狀態，以使署長滿意。

(e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地開放予公眾使用。」

公契相關條文：

主公契中「屋苑公用地方」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

副公契中「第二期中的屋苑公用地方」及「第二期中的行人通道」的定義

「『第二期中的屋苑公用地方』指位於第二期內擬供予屋苑的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該部分屋苑公用地方，包括但不限於未來行人天橋相關結構（定義見批地文件特別條款第(12)(b)條）、第二期中的行人通道（僅為管理及保養的目的而包括已建或擬建毗鄰B地盤但位於該土地以外的該部分）、第二期綠化範圍的其中部分、花槽、消防員升降機大堂、暢通易達升降機、消防喉轆、電線槽、防火閘、走廊、樓梯及梯台、護牆、結構牆及柱、建於屋苑及服務多於一期數及位於B地盤以內的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者），但不包括第二期中的住宅發展項目公用地方、第二期公用地方、第二期住宅公用地方及第二期停車場公用地方；第二期中的屋苑公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色、靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

「『第二期中的行人通道』指根據批地文件特別條款第(59)(c)條B地盤內已建或擬建的該部分行人通道及已建或擬建毗鄰B地盤但位於該土地以外的該部分行人通道（僅為管理及保養的目的而包括於此），並在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

主公契第二附表第II部分的第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物、的未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接通道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

主公契第二附表第II部分的第4(c)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(c) 於每天的24內免費及無阻礙地使用按批地文件特別條款第(59)(c)條提供的有蓋行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

副公契第二附表第II部分的第3(b)條

「在無損主公契第二附表第II部分第3條保留予港鐵之權利之一般性為前提下：

(a) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後(緊急情況除外)進入B地盤的任何部分(港鐵已出售或轉讓的單位除外)，以便按其所需不時在地盤B內的任何一點或部分以提供、興建及維修第二期內的行人通道，惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補。」

7. 通道範圍

批地文件相關條文：

特別條款第(61)(a)-(f)及(h)條

「(a) 除非事先獲得署長書面同意，除於本協議日期已存有的構築物外，不得在該地段中(i)在此夾附的圖則Ia上以粉紅色加橙點顯示之範圍（除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用）及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍（除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用）內搭建或興建建築物或構築物或任何建築物或構築物的支撐物（該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」）。

(b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍，包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物，以使通道範圍可作公眾行人通道之用。

(c) 在此特別條款第(b)分條提述的工程完成後，承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。

(d) 受限於此特別條款第(b)分條，承批人不得進行任何署長認為可能影響通道範圍的工程（署長之意見為最終並對承批人具約束力）。

(e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。

(f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。

(h) 承批人須於整個在此協定的批租期內的所有時間准許政府及其人員、代理人、承辦商、工人或其他妥獲授權之人士有權帶同或不帶同工具、設備、裝置、機器或車輛進入、離開或再進入該地段或其任何一個或多個部分及在其上已建或將建的任何一幢或多幢建築物，以視察、檢查及監督任何由承批人按此特別條款第(b)及(f)分條下進行的工程及進行、視察、檢查及監督特別條款此特別條款第(g)分條下的工程。」

公契相關條文：

主公契中「屋苑公用地方」及「通道範圍」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及

保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『通道範圍』指批地文件特別條款第(61)(a)條所定義的通道範圍。」

主公契第二附表第II部分的4(d)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(d) 於所有時間自由及免付任何性質的費用徒步或乘坐輪椅經過及再經過通道範圍作所有合法用途；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

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設施

1. 第一預留範圍內現有的服務設施及與鐵路相關的構築物

批地文件相關條文：

特別條款第(11)(a)及(b)條

「(a) 謹此確認承批人已於第一預留範圍內搭建現有的服務設施及與鐵路相關的構築物，承批人須自費保養、維修及更換現有的服務設施及與鐵路相關的構築物以使署長在各方面滿意。

(b) 在批租期完結時及署長要求下，承批人須自費及在署長以書面指明的時間內拆卸及移除此特別條款第(a)分條指明的所有現有的服務設施及與鐵路相關的構築物。」

公契相關條文：

主公契E章第8(b)條

「港鐵作為車站及車廠的業主須自費並在署長各方面滿意下按批地文件特別條款第(11)(a)保養、維修及更換位於第一預留範圍（按批地文件特別條款第(10)(a)條定義）內現有的設施及與鐵路相關的構築物。

2. 未來行人天橋相關結構

批地文件相關條文：

特別條款第(12)(a)、(b)、(e)、(f)及(g)條

「(a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」），用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以“EW”標示之現有行人天橋（下稱「現有行人天橋」）。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。

(b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位（該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」），並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。

(e) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

(i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程（該等連接工程在下稱「連接工程」）並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及

(ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

(f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。

(g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

公契相關條文：

主公契中「屋苑公用地方」及「車站」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『車站』指 (i) 建於該土地的黃竹坑站地盤（按批地文件特別條款第(1)(h)條定義）上或內的黃竹坑站（按批地文件特別條款第(46)(a)條定義），包括一個鐵路車站及附屬鐵路構築物、設施及道路、(ii) 批地文件特別條款第(70)條提述為黃竹坑站的營運需要而於黃竹坑站地盤內提供或將提供予汽車停泊、調動及上落客貨的停車位及(iii)行人天橋相關結構（按批地文件特別條款第(12)(a)條定義）; 為免生疑，以下並不構成車站的一部分：所有服務車廠或屋苑或其任何部分的公用事業、服務、槽、井及設施及車廠及屋苑的所有裝飾物料。」

副公契中「第二期中的屋苑公用地方」的定義

「『第二期中的屋苑公用地方』指位於第二期內擬供予屋苑的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該部分屋苑公用地方，包括但不限於未來行人天橋相關結構（定義見批地文件特別條款第(12)(b)條）、第二期中的行人通道（僅為管理及保養的目的而包括已建或擬建毗鄰B地盤但位於該土地以外的該部分）、第二期綠化範圍的其中部分、花槽、消防員升降機大堂、暢通易達升降機、消防喉轆、電線槽、防火閘、走廊、樓梯及梯台、護牆、結構牆及柱、建於屋苑及服務多於一期數及位於B地盤以內的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者），但不包括第二期中的住宅發展項目公用地方、第二期公用地方、第二期住宅公用地方及第二期停車場公用地方；第二期中的屋苑公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色、靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

主公契E章第8(c)條

「港鐵作為車站及車廠的業主須自費負責提供及保持批地文件特別條款第(12)(g)條所要求的公眾行人通道，並於黃竹坑站（按批地文件特別條款第(46)(a)條定義）營運時間內開放予公眾免費及無阻礙地使用，以使署長各方面滿意。」

主公契第二附表第II部分的第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物、的未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接通道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

主公契第二附表第II部分的第4(a)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(a) 於按批地文件特別條款第(46)(a)條定義的黃竹坑站的營運時間內使用港鐵按批地文件特別條款第(12)(g)條提供的行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

副公契第二附表第II部分的第3(a)條

「在無損主公契第二附表第II部分第3條保留予港鐵之權利之一般性為前提下：

(a) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後(緊急情況除外)進入B地盤的任何部分(港鐵已出售或轉讓的單位除外)，以便按其所需不時在地盤B內的任何一點或部分豎立、提供及興建行人天橋、柱、結構支撐及連接，包括但不限於未來行人天橋相關結構 （按批地文件特別條款第12(b)條定義），惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補。」

3. 綠色範圍及該等構築物

批地文件相關條文：

特別條款第(13)(a)條

「(a) 承批人須：

(i) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 在此所夾附的圖則Ia上以綠色顯示的部份（下稱「綠色範圍」）鋪設及平整部份未來公共道路；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「該等構築物」）使建築、車輛、行人的交通得以在綠色範圍內往來；

(ii) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色範圍

鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色範圍連同該等構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

特別條款第(15)條

「在未獲署長事先書面同意之前，承批人不得使用綠色範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(13)條指明之工程以外之任何用途。」

特別條款第(16)條

「承批人須在其管有綠色範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色範圍，以視察、檢查及監督任何為遵從特別條款第(13)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(13)(b)條下的工程及任何其他在綠色範圍內署長認為需要的工程。」

公契相關條文：

主公契中「綠色範圍」及「該等構築物」的定義

「『綠色範圍』指該部分按批地文件特別條款第(13)(a)(i)(l)條由港鐵於批地文件附夾的圖則Ia上以綠色顯示的範圍鋪設及平整的公共道路及擬鋪設及平整的未來公共道路。」

「『該等構築物』指按批地文件特別條款第(13)(a)(i)(II)條定義的該等構築物。」

主公契E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

主公契F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

主公契F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

(i) 會議通知必須正式發出並列明擬通過有關事項的議案；
(ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
(iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
(iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；
(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

主公契G章第1(b)(ii)條

「發展項目業主委員會的職能為：

(ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

主公契I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

主公契I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契I章第4(b)條

「管理人或（如無管理人）業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

4. 綠色圓點範圍及綠色圓點範圍構築物

批地文件相關條文：

特別條款第(17)(a)條

「(a) 承批人須：

(i) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍（下稱「綠色圓點範圍」）內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「綠色圓點範圍構築物」）使建築、車輛、行人的交通得以在綠色圓點範圍內往來；

(ii) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

特別條款第(19)條

「在未獲署長事先書面同意之前，承批人不得使用綠色圓點範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(17)條指明之工程以外之任何用途。」

特別條款第(20)條

「承批人須在其管有綠色圓點範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色圓點範圍，以視察、檢查及監督任何為遵從特別條款第(17)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(17)(b)條下的工程及任何其他在綠色圓點範圍內署長認為需要的工程。」

公契相關條文：

主公契中「綠色圓點範圍」及「綠色圓點範圍構築物」的定義

「『綠色圓點範圍』指該部分按批地文件特別條款第(17)(a)(i)(l)條由港鐵於批地文件附夾的圖則Ia上以綠色圓點顯示之範圍內的地面層以下2米至地面層以上5.5米之間的空氣層內鋪設及平整的公共道路及擬鋪設及興建的未來公共道路。」

「『綠色圓點範圍構築物』指按批地文件特別條款第(17)(a)(i)(II)條定義的綠色圓點範圍構築物。」

主公契E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

主公契F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

主公契F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

(i) 會議通知必須正式發出並列明擬通過有關事項的議案；
(ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
(iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
(iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；
(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

主公契G章第1(b)(ii)條

「發展項目業主委員會的職能為：

(ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

主公契I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

主公契I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契I章第4(b)條

「管理人或（如無管理人）業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

5. 物件

批地文件相關條文：

特別條款第(42)(a)、(b)及(c)條

「(a) 受限於特別條款第(64)(a)(iv)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱「物件」）使署長在各方面滿意：
(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆壁、支柱、橫樑、天花板、天台樓板、行車道或樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；及

(iv) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就所有因其未有保養物件而引致或導致任何性質的責任、賠償、開支、申索、成本、索償、費用、法律行動及程序彌償政府及財政司司長法團，並保證他們獲得彌償。

(c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

公契相關條文：

主公契中「物件」的定義

「『物件』指(i)政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆壁、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他結構件；(ii)服務政府樓宇和發展項目餘下部分的所有升降機、扶手電梯及樓梯；(iii)構成服務政府樓宇和發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；及(iv)批地文件特別條款第(42)(a)條提述服務政府樓宇和發展項目餘下部分的所有其他公用部分及設施。」

主公契C章第5條

「共用牆須由該共用牆所分隔的單位的業主共同出資維修及保養，惟若共用牆的任何部分構成物件的一部分，共用牆的該部分則按本主主契E章第9(b)條由A地盤的單位的業主（政府樓宇業主除外）保養。」

主公契E章第9(b)條

「A地盤的單位的業主（政府樓宇業主除外）須通過管理人負責保養、管理及維修物件（受限於財政司司長法團按本條第(a)分條作出的任何供款）及須就因其未有如前述保養、管理及維修物件而招致或構成的任何人身或財產損失或損害所招致或有關的所有訴訟、法律程序、申索及索償彌償財政司司長法團及政府。」

主公契I章第(1)(b)(xii)條

「在毋損前文的一般性下，管理人擁有以下權利及職責：

(xii) 受限於本主公契E章第9(b)條，保養、管理及保持物件至維修充足及良好的狀態。」

6. 行人通道

批地文件相關條文：

特別條款第(59)(c)、(d)及(e)條

「(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道，以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋（其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記）。為免生疑問，署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。

(d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑（連同該等樓梯、斜道、照明及升降機）及行人通道至良好及充足的維修狀態，以使署長滿意。

(e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地開放予公眾使用。」

公契相關條文：

主公契中「屋苑公用地方」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

副公契中「第二期中的屋苑公用地方」及「第二期中的行人通道」的定義

「『第二期中的屋苑公用地方』指位於第二期內擬供予屋苑的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該部分屋苑公用地方，包括但不限於未來行人天橋相關結構（定義見批地文件特別條款第(12)(b)條）、第二期中的行人通道（僅為管理及保養的目的而包括已建或擬建毗鄰B地盤但位於該土地以外的該部分）、第二期綠化範圍的其中部分、花槽、消防員升降機大堂、暢通易達升降機、消防喉轆、電線槽、防火閘、走廊、樓梯及梯台、護牆、結構牆及柱、建於屋苑及服務多於一期數及位於B地盤以內的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者），但不包括第二期中的住宅發展項目公用地方、第二期公用

地方、第二期住宅公用地方及第二期停車場公用地方；第二期中的屋苑公用地方在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色、靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

「『第二期中的行人通道』指根據批地文件特別條款第(59)(c)條B地盤內已建或擬建的該部分行人通道及已建或擬建毗鄰B地盤但位於該土地以外的該部分行人通道（僅為管理及保養的目的而包括於此），並在經認可人士核證為準確並附夾於副公契的圖則上為辨認用途以靛藍色加黑交叉線及靛藍色加黑交叉線和黑點顯示。」

主公契第二附表第II部分的第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物、的未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接通道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

主公契第二附表第II部分的第4(c)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(c) 於每天的24內免費及無阻礙地使用按批地文件特別條款第(59)(c)條提供的有蓋行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

副公契第二附表第II部分的第3(b)條

「在無損主公契第二附表第II部分第3條保留予港鐵之權利之一般性為前提下：

(a) 港鐵具有權力帶同一切所需的工具、設備、機械及物料，帶同或不帶同傭工、工人或其他人，在一切合理時間之內，在給予事先書面通知後（緊急情況除外）進入B地盤的任何部分（港鐵已出售或轉讓的單位除外），以便按其所需不時在地盤B內的任何一點或部分以提供、興建及維修第二期內的行人通道，惟應盡量減低造成的滋擾及就其造成的任何損壞作出彌補。」

7. 通道範圍

批地文件相關條文：

特別條款第(61)(a)-(f)及(h)條

「(a) 除非事先獲得署長書面同意，除於本協議日期已存有的構築物外，不得在該地段中(i)在此夾附的圖則Ia上以粉紅色加橙點顯示之範圍（除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用）及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍（除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用）內搭建或興建建築物或構築物或任何建築物或構築物的支撐物（該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」）。

(b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍，包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物，以使通道範圍可作公眾行人通道之用。

(c) 在此特別條款第(b)分條提述的工程完成後，承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。

(d) 受限於此特別條款第(b)分條，承批人不得進行任何署長認為可能影響通道範圍的工程（署長之意見為最終並對承批人具約束力）。

(e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。

(f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。

(h) 承批人須於整個在此協定的批租期內的所有時間准許政府及其人員、代理人、承辦商、工人或其他妥獲授權之人士有權帶同或不帶同工具、設備、裝置、機器或車輛進入、離開或再進入該地段或其任何一個或多個部分及在其上已建或將建的任何一幢或多幢建築物，以視察、檢查及監督任何由承批人按此特別條款第(b)及(f)分條下進行的工程及進行、視察、檢查及監督特別條款此特別條款第(g)分條下的工程。」

公契相關條文：

主公契中「屋苑公用地方」及「通道範圍」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接通道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的有蓋行人通道）、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及所有其他位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家享用的公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的地方）。屋苑公用地方將於就任何一期數訂立的副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『通道範圍』指批地文件特別條款第(61)(a)條所定義的通道範圍。」

主公契第二附表第II部分的第4(d)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(d) 於所有時間自由及免付任何性質的費用徒步或乘坐輪椅經過及再經過通道範圍作所有合法用途；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

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休憩用地

不適用

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

不適用

就上述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）使用該等設施或休憩用地，或土地中的該等部分。

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

備註：

1. 在本章節中，所有對「特別條款」的提述均為對批地文件的特別條款的提述，而「主公契」及「副公契」則分別指發展項目的主公契及管理協議的最新擬稿及期數的副公契及管理協議的最新擬稿。

2. 根據一封由地政總署鐵路發展組於2020年10月21日發出並已於土地註冊處以文件摘要編號20113001010307註冊的信件（「該信件」），批地文件內規定完成發展、平整、建造或提供（視屬何種情況而定）以下範圍及設施之日期將被更改如下：

特別條款	描述	於以下日期或之前完成
(12)(b)	建造連接未來行人天橋的結構性支撐物及接駁位	2027年3月23日
(13)(a)	平整綠色範圍	2027年6月10日
(17)(a)	平整綠色圓點範圍	2027年3月23日
(29)(a)	提供政府樓宇	2024年12月11日
(43)(a)	提供公共休憩用地	2027年3月23日
(59)(c)	提供行人通道	2027年3月23日

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

1. Footbridge Associated Structures and Future Footbridge Associated Structures

Relevant provisions of the land grant:

Special Condition No.(12)(a), (b), (e), (f) and (g)

" (a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the existing footbridge as shown and marked "EW" on Plan Ia annexed hereto (hereinafter referred to as "the Existing Footbridge") with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.

(b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as 'the Future Footbridge Associated Structures") with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

(i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and

(ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46) (a) hereof."

Relevant provisions of the deed of mutual covenant:

Definitions of "Estate Common Areas" and "Station" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

" "Station" means (i) the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant) constructed on or within the Wong Chuk Hang Station Site (as defined in Special Condition No.(1)(h) of the Government Grant) of the Land comprising a railway station and ancillary railway structures, facilities and roads, (ii) the spaces provided or to be provided within the Wong Chuk Hang Station Site for the parking, manoeuvring, loading and unloading of motor vehicles for the operational needs of the Wong Chuk Hang Station as referred to in Special Condition No.(70) of the Government Grant and (iii) the Footbridge Associated Structures (as defined in Special Condition No.(12)(a) of the Government Grant); for the avoidance of doubt, the following shall not form part of the Station: all utilities, services, trenches, pits and facilities which serve the Depot or the Estate or any part thereof, and all finishes of the Depot and the Estate."

Definition of "Estate Common Areas in Phase 2" in SDMC

"Estate Common Areas in Phase 2" means those parts of the Estate Common Areas situated within Phase 2 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Pedestrian Walkway in Phase 2 (including those parts provided or to be provided adjacent to Site B but outside the Land solely for management and maintenance purposes), part of the Phase 2 Greenery Areas, planters, fireman's lift lobbies, accessible lift, hose reels, electrical duct, fire shutter, corridors, staircases and landings, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site B (but excluding those forming part of the Station or the Depot), but excluding the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Estate Common Areas in Phase 2 are for the purpose of identification shown coloured Indigo, Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

Clause 8(c) of Section E of PDMC

"MTR as Owner of the Station and the Depot shall be responsible to provide and keep at its own expenses and in all respects to the satisfaction of the Director the public pedestrian access as required under Special Condition No.(12)(g) of the Government Grant open for use by the public free of charge and without any interruption during the operational hours of the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant)."

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

"The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected."

Clause 4(a) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(a) to use the public pedestrian access provided by MTR under Special Condition No.(12)(g) of the Government Grant during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) of the Government Grant;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

Clause 3(a) of Part II of the Second Schedule to SDMC

"Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed :-

(a) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of erecting, providing and constructing footbridges, columns, structural supports and connections including but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby."

2. Green Area and Structures

Relevant provisions of the land grant:

Special Condition No.(13)(a)

" (a) The Grantee shall:

(i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other

date or period 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 on Plan Ia annexed hereto (hereinafter referred to as "the Green Area"); 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 (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Green Area 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 Area shall have been re-delivered in accordance with Special Condition No. (14) hereof."

Special Condition No.(14)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event 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 Area allow free access over and along the Green Area 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. (13) hereof or otherwise."

Special Condition No.(15)

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) hereof."

Special Condition No.(16)

"The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (13)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(b) hereof and any other works which the Director may consider necessary in the Green Area."

Relevant provisions of the deed of mutual covenant:

Definitions of "Green Area" and "Structures" in PDMC

" "Green Area" means those portions of public roads laid and formed and future public roads to be laid and formed by MTR at the area shown coloured green on Plan Ia annexed to the Government Grant pursuant to Special Condition No.(13)(a)(i)(I) of the Government Grant."

" "Structures" means the Structures as defined in Special Condition No.(13)(a)(i)(II) of the Government Grant."

Clause 1(b) of Section E of PDMC

"For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government."

Clause 1 of Section F of PDMC

"Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate."

Clause 9(a) of Section F of PDMC

Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof."

Clause 1(b)(ii) of Section G of PDMC

" The function of the Development Owners' Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;"

Clause 1(a) Section I of PDMC

"Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant."

Clause 2 of Section I of PDMC

"Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager."

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

"Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being ("the Construction GFA of the Completed Estate"). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase."

3. Stippled Green Area and Stippled Green Area Structures

Relevant provisions of the land grant:

Special Condition No.(17)(a)

" (a) The Grantee shall:

(i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period 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 in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground, level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as "the Stippled Green Area"). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; 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 (hereinafter collectively referred to as "the Stippled Green Area Structures")

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

(ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the , Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area 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 Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof."

Special Condition No.(18)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event 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 Stippled Green Area allow free access over and along the Stippled Green Area 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. (17) hereof or otherwise."

Special Condition No.(19)

"The Grantee shall not without the prior written consent of the Director use the Stippled Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17) hereof."

Special Condition No.(20)

"The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Stippled Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (17)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (17)(b) hereof and any other works which the Director may consider necessary in the Stippled Green Area."

Relevant provisions of the deed of mutual covenant:

Definitions of "Stippled Green Area" and "Stippled Green Area Structures" in PDMC

" "Stippled Green Area" means those portions of public roads laid and formed and future public roads to be laid and formed by MTR in the air stratum shown coloured stippled green on Plan Ia annexed to the Government Grant between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels pursuant to in Special Condition No.(17)(a)(i)(I) of the Government Grant."

" "Stippled Green Area Structures" means the Stippled Green Area Structures as defined in Special Condition No.(17)(a)(i)(II) of the Government Grant."

Clause 1(b) of Section E of PDMC

"For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government."

Clause 1 of Section F of PDMC

"Subject to Clause 12 of this Section, from time to time as occasion may require there shall be

meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate."

Clause 9(a) of Section F of PDMC

"Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof."

Clause 1(b)(ii) of Section G of PDMC

" The function of the Development Owners' Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;"

Clause 1(a) of Section I of PDMC

"Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant."

Clause 2 of Section I of PDMC

"Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager."

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

"Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being ("the Construction GFA of the Completed Estate"). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the

Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase."

4. Government Accommodation

Relevant provisions of the land grant:

Special Condition No.(29)(a) and (b)

" (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (30)(a) hereof, the following accommodation:

(i) One hostel for moderately mentally handicapped persons with a net operational floor area of 557 square metres (hereinafter referred to as "the Hostel") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement; and

(ii) One integrated vocational rehabilitation services centre with a net operational floor area of 653 square metres (hereinafter referred to as "the Rehabilitation Services Centre") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement;

(which 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 hereinafter collectively referred to as "the Government Accommodation").

(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.(36)(a)

"The Grantee shall when called upon so to do by the Director assign to F.S.I. (which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition or part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or part thereof and the Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (35) hereof within such time or times as may be specified in writing by the Director."

Special Condition No.(38)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (36) 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. (35) 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."

Relevant provisions of the deed of mutual covenant:

Definition of "Government Accommodation" in PDMC

" "Government Accommodation" means collectively the Hostel and the Rehabilitation Services Centre as respectively defined in Special Conditions No.(29)(a)(i) and (29)(a)(ii) of the Government Grant each together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine constructed and to be constructed on the Land as part of the Development pursuant to Special Condition No.(29) of the Government Grant."

Clause 9(a) of Section E of PDMC

"FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not any other part of the Development nor any part of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures. FSI as the Owner of the Government Accommodation shall in accordance with Special Condition No.(64)(a)(iv)(I)(2) of the Government Grant be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors PROVIDED HOWEVER THAT the liability of FSI shall be as determined by the GPA or the person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the Gross Floor Area of the Government Accommodation bears to the Gross Floor Area of all the buildings erected or to be erected on the Land (for those management and maintenance charges in respect of the Land) or all the buildings erected or to be erected on Site A (for those management and maintenance charges in respect of Site A exclusively) and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier and PROVIDED FURTHER THAT FSI as the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the GPA or person nominated by the Director for this purpose. FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether Common Areas or otherwise) or any part of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or for the provision of facilities or services which do not, in the opinion of the GPA or person nominated by the Director for this purpose, directly serve or otherwise directly benefit

the Government Accommodation. FSI as the Owner of the Government Accommodation shall not be liable to make any contribution towards the Management Charges."

Clause 9(a)(v) of Section F of PDMC

"Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation."

Clause 1(e) of Section G of PDMC

"No resolution of the Development Owners' Committee or any Owners' Sub Committee of a Phase shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong courts nor adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof."

Clause 12 of Section G of PDMC

"The Development Owners' Committee shall invite to all of its meetings the person nominated from time to time by FSI as Owner of the Government Accommodation as its representative and provide such person free of charge with agendas, notices and minutes of the said meetings in the manner set out in Clause 3(a) of Section L of this Deed. FSI as Owner of the Government Accommodation shall notify the Development Owners' Committee in writing of its representative from time to time. The representative of FSI as Owner of the Government Accommodation attending any meeting of the Development Owners' Committee shall be entitled to make his views known to the Committee on any subject for discussion but shall have no vote."

Proviso to Clause 1 of Section J of PDMC

"PROVIDED THAT subject to Clause 5(b)(II) of this Section and Clause 9(a) of Section E of this Deed, MTR in its capacity as Owner of the Station and the Depot (but not otherwise) and the Owner of the Government Accommodation shall not be required to contribute to the Management Charges or any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate, and PROVIDED FURTHER THAT the Owner of the Government Accommodation shall not be required to contribute to the Special Fund or deposits respectively referred to in Clauses 2 and 9 of this Section nor any insurance premia, debris removal fees, interest, penalty charges or payment of a like nature."

Clause 8 of Section K of PDMC

"The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) shall not adversely affect or interfere with the use, operation and enjoyment of nor prevent, impede or restrict the access to the Government Accommodation or any part thereof."

Clause 2 of Part I of the Second Schedule to PDMC

" (a) Notwithstanding any provisions contained in this Deed or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation or any part thereof shall have the benefit of the following rights privileges and easements:

(i) the right of shelter, support and protection for the Government Accommodation;

(ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourse, cables, pipes, wires and other conducting media now or during the Term laid on or running through any part of the Land and any part of the Development;

(iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (the "Government Accommodation Services") at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development on the Land other than the Government Accommodation;

(iv) the right 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;

(v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works and other works to the Government Accommodation Services or any part thereof;

(vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;

(vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(viii) the right of access to the lighting conduits, such fire services, ventilation and other

services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED THAT proper and adequate care and precautions shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation; and

(x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

(b) The right of the Government or FSI to alter or vary at any time the use of the Government Accommodation or any part or parts thereof without having to obtain the approval or consent of MTR, the other Owners or the Manager.

(c) The exercise of the rights privileges and easements referred to in Paragraphs 2(a) to (b) above shall not be subject to any permission, approval or consent of MTR, the other Owners or the Manager."

5. Public Open Space

Relevant provisions of the land grant:

Special Condition No.(43)(a)-(c)

" (a) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot an at-grade public open space of not less than 1,300 square metres (hereinafter referred to as "the Public Open Space"). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director. For the purposes of this Special Condition, the expression "Grantee" shall mean the owner of the Commercial Accommodation (as defined in Special Condition No. (48)(b) hereof).

(c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:

(i) keep the Public Open Space open 24 hours a day for the use and enjoyment by all members of the public at all times free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Public Open Space is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director."

Relevant provisions of the deed of mutual covenant:

Definition of "Commercial Development" in PDMC

" "Commercial Development" means the Commercial Accommodation as defined in Special Condition No.(48)(b) of the Government Grant constructed or to be constructed within Site C in accordance with Approved Plans for commercial and/or retail use and accommodation ancillary thereto, and for the avoidance of doubt, includes the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Development and their bona fide guests, visitors and invitees, the spaces for loading and unloading of goods vehicles designated for use by the Commercial Development and the associated driveways and circulation areas, all structural columns within and appertaining to the Commercial Development and as more particularly described in the Sub-Deed of Mutual Covenant or the Sub-Sub-Deed of Mutual Covenant to be executed in respect of Site C."

Clause 4(b) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(b) to use and enjoy the Public Open Space provided under Special Condition No.(43)(a) of the Government Grant 24 hours a day free of charge without any interruption;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

6. Pedestrian Walkway

Relevant provisions of the land grant:

Special Condition No.(59) (c), (d) and (e)

" (c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along, Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

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

Relevant provisions of the deed of mutual covenant:

Definition of "Estate Common Areas" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

Definitions of "Estate Common Areas in Phase 2" and "Pedestrian Walkway in Phase 2" in SDMC

" "Estate Common Areas in Phase 2" means those parts of the Estate Common Areas situated within Phase 2 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Pedestrian Walkway in Phase 2 (including those parts provided or to be provided adjacent to Site B but outside the Land solely for management and maintenance purposes), part of the Phase 2 Greenery Areas, planters, fireman's lift lobbies, accessible lift, hose reels, electrical duct, fire shutter, corridors, staircases and landings, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site B (but excluding those forming part of the Station or the Depot), but excluding the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Estate Common Areas in Phase 2 are for the purpose of identification shown coloured Indigo, Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

" "Pedestrian Walkway in Phase 2" means those parts of the covered pedestrian walkway provided or to be provided in Site B and those parts of the covered pedestrian walkway provided or to be provided adjacent to Site B but outside the Land (which are included herein solely for management and maintenance purposes) pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

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

"The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected."

Clause 4(c) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

Clause 3(b) of Part II of the Second Schedule to SDMC

"Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed:-

(b) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 2 at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby."

7. Passage Area

Relevant provisions of the land grant:

Special Condition No.(61)(a)-(f) and (h)

" (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space ,extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as "the Passage Area").

(b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.

(c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.

(d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.

(e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.

(h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition."

Relevant provisions of the deed of mutual covenant:

Definitions of "Estate Common Areas" and "Passage Area" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

" "Passage Area" means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant."

Clause 4(d) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

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

1. Existing utilities and railway related structures within the First Reserved Area

Relevant provisions of the land grant:

Special Condition No.(11)(a) and (b)

" (a) It is hereby acknowledged that the Grantee has erected existing utilities and railway related structures within the First Reserved Area and shall maintain, repair and replace the existing utilities and railway related structures at his own expense and in all respects to the satisfaction of the Director.

(b) Upon expiry of the term hereby agreed to be granted and upon request by the Director, the Grantee shall at his own expense and within such time to be specified by the Director in writing demolish and remove all the existing utilities and railway related structures specified in sub-clause (a) of this Special Condition."

Relevant provisions of the deed of mutual covenant:

Clause 8(b) of Section E of PDMC

"MTR as Owner of the Station and the Depot shall be responsible at its own costs and expenses to maintain, repair and replace the existing utilities and railway related structures within the First Reserved Area (as defined in Special Condition No.(10)(a) of the Government Grant) in all respects to the satisfaction of the Director in accordance with Special Condition No.(11)(a) of the Government Grant."

2. Footbridge Associated Structures and Future Footbridge Associated Structures

Relevant provisions of the land grant:

Special Condition No.(12)(a), (b), (e), (f) and (g)

" (a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the existing footbridge as shown and marked "EW" on Plan Ia annexed hereto (hereinafter referred to as "the Existing Footbridge") with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.

(b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as 'the Future Footbridge Associated Structures") with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

(i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and

(ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46) (a) hereof."

Relevant provisions of the deed of mutual covenant:

Definitions of "Estate Common Areas" and "Station" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

" "Station" means (i) the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant) constructed on or within the Wong Chuk Hang Station Site (as defined in Special Condition No.(1)(h) of the Government Grant) of the Land comprising a railway station and ancillary railway structures, facilities and roads, (ii) the spaces provided or to be provided within the Wong Chuk Hang Station Site for the parking, manoeuvring, loading and unloading of motor vehicles for the operational needs of the Wong Chuk Hang Station as referred to in Special Condition No.(70) of the Government Grant and (iii) the Footbridge Associated Structures (as defined in Special Condition No.(12)(a) of the Government Grant); for the avoidance of doubt, the following shall not form part of the Station: all utilities, services, trenches, pits and facilities which serve the Depot or the Estate or any part thereof, and all finishes of the Depot and the Estate."

Definition of "Estate Common Areas in Phase 2" in SDMC

" "Estate Common Areas in Phase 2" means those parts of the Estate Common Areas situated within Phase 2 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Pedestrian Walkway in Phase 2 (including those parts provided or to be provided adjacent to Site B but outside the Land solely for management and maintenance purposes), part of the Phase 2 Greenery Areas, planters, fireman's lift lobbies, accessible lift, hose reels, electrical duct, fire shutter, corridors, staircases and landings, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site B (but excluding those forming part of the Station or the Depot), but excluding the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Estate Common Areas in Phase 2 are for the purpose of identification shown coloured Indigo, Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

Clause 8(c) of Section E of PDMC

"MTR as Owner of the Station and the Depot shall be responsible to provide and keep at its own expenses and in all respects to the satisfaction of the Director the public pedestrian access as required under Special Condition No.(12)(g) of the Government Grant open for use by the public free of charge and without any interruption during the operational hours of the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant)."

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

"The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected."

Clause 4(a) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(a) to use the public pedestrian access provided by MTR under Special Condition No.(12)(g) of the Government Grant during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) of the Government Grant;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

Clause 3(a) of Part II of the Second Schedule to SDMC

"Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed :-

(a) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of erecting, providing and constructing footbridges, columns, structural supports and connections including but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby."

3. Green Area and Structures

Relevant provisions of the land grant:

Special Condition No.(13)(a)

" (a) The Grantee shall:

(i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period 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 on Plan Ia annexed hereto (hereinafter referred to as "the Green Area"); 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 (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Green Area 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 Area shall have been re-delivered in accordance with Special Condition No. (14) hereof."

Special Condition No.(14)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event 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 Area allow free access over and along the Green Area 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. (13) hereof or otherwise."

Special Condition No.(15)

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) hereof."

Special Condition No.(16)

"The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (13)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(b) hereof and any other works which the Director may consider necessary in the Green Area."

Relevant provisions of the deed of mutual covenant:

Definitions of "Green Area" and "Structures" in PDMC

" "Green Area" means those portions of public roads laid and formed and future public roads to be laid and formed by MTR at the area shown coloured green on Plan Ia annexed to the Government Grant pursuant to Special Condition No.(13)(a)(i)(I) of the Government Grant."

" "Structures" means the Structures as defined in Special Condition No.(13)(a)(i)(II) of the Government Grant."

Clause 1(b) of Section E of PDMC

"For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government."

Clause 1 of Section F of PDMC

"Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate."

Clause 9(a) of Section F of PDMC

"Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof."

Clause 1(b)(ii) of Section G of PDMC

"The function of the Development Owners' Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;"

Clause 1(a) of Section I of PDMC

"Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant."

Clause 2 of Section I of PDMC

"Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager."

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

"Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being ("the Construction GFA of the Completed Estate"). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase."

4. Stippled Green Area and Stippled Green Area Structures

Relevant provisions of the land grant:

Special Condition No.(17)(a)

" (a) The Grantee shall:

(i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period 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 in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground, level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as "the Stippled Green Area"). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; 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 (hereinafter collectively referred to as "the Stippled Green Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Stippled Green Area;

(ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the , Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

(iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area 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 Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof."

Special Condition No.(18)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event 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 Stippled Green Area allow free access over and along the Stippled Green Area 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. (17) hereof or otherwise."

Special Condition No.(19)

"The Grantee shall not without the prior written consent of the Director use the Stippled Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17) hereof."

Special Condition No.(20)

"The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Stippled Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (17)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (17)(b) hereof and any other works which the Director may consider necessary in the Stippled Green Area."

Relevant provisions of the deed of mutual covenant:

Definitions of "Stippled Green Area" and "Stippled Green Area Structures" in PDMC

" "Stippled Green Area" means those portions of public roads laid and formed and future public roads to be laid and formed by MTR in the air stratum shown coloured stippled green on Plan Ia annexed to the Government Grant between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels pursuant to in Special Condition No.(17)(a)(i)(I) of the Government Grant."

" "Stippled Green Area Structures" means the Stippled Green Area Structures as defined in Special Condition No.(17)(a)(i)(II) of the Government Grant."

Clause 1(b) of Section E of PDMC

"For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government."

Clause 1 of Section F of PDMC

"Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate."

Clause 9(a) of Section F of PDMC

"Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof."

Clause 1(b)(ii) of Section G of PDMC

"The function of the Development Owners' Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;"

Clause 1(a) of Section I of PDMC

"Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation)

and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant."

Clause 2 of Section I of PDMC

"Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager."

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

"Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being ("the Construction GFA of the Completed Estate"). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase."

5. Items

Relevant provisions of the land grant:

Special Condition No.(42)(a), (b) and (c)

" (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (64)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(i) the external finishes of the Government Accommodation 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;

(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, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

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

Relevant provisions of the deed of mutual covenant:

Definition of "Items" in PDMC

" "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; (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.(42)(a) of the Government Grant."

Clause 5 of Section C of PDMC

"A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates PROVIDED THAT if any part of the Party Wall shall form part of the Items, such part of the Party Wall shall be maintained by the Owners of the Units in Site A (save and except the Owner of the Government Accommodation) in accordance with Clause 9(b) of Section E of this Deed."

Clause 9(b) of Section E of PDMC

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

Clause 1(b)(xii) of Section I of PDMC

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

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

6. Pedestrian Walkway

Relevant provisions of the land grant:

Special Condition No.(59) (c), (d) and (e)

" (c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along, Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

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

Relevant provisions of the deed of mutual covenant:

Definition of "Estate Common Areas" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

Definitions of "Estate Common Areas in Phase 2" and "Pedestrian Walkway in Phase 2" in SDMC

" "Estate Common Areas in Phase 2" means those parts of the Estate Common Areas situated within Phase 2 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Pedestrian Walkway in Phase 2 (including those parts provided or to be provided adjacent to Site B but outside the Land solely for management and maintenance purposes), part of the Phase 2 Greenery Areas, planters, fireman's lift lobbies, accessible lift, hose reels, electrical duct, fire shutter, corridors, staircases and landings, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site B (but excluding those forming part of the Station or the Depot), but excluding the Residential Development Common Areas in Phase 2, the Phase 2 Common Areas, the Phase 2 Residential Common Areas and the Phase 2 Car Park Common Areas; and the Estate Common Areas in Phase 2 are for the purpose of identification shown coloured Indigo, Indigo Cross-hatched Black and Indigo

Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

" "Pedestrian Walkway in Phase 2" means those parts of the covered pedestrian walkway provided or to be provided in Site B and those parts of the covered pedestrian walkway provided or to be provided adjacent to Site B but outside the Land (which are included herein solely for management and maintenance purposes) pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Indigo Cross-hatched Black Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto."

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

"The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected."

Clause 4(c) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

Clause 3(b) of Part IIof the Second Schedule to SDMC

"Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed:-

(b) the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site B (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 2 at such point or points or part or parts of Site B as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby."

7. Passage Area

Relevant provisions of the land grant:

Special Condition No.(61)(a)-(f) and (h)

" (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space ,extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as "the Passage Area").

(b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.

(c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.

(d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.

(e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.

(h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition."

Relevant provisions of the deed of mutual covenant:

Definitions of "Estate Common Areas" and "Passage Area" in PDMC

" "Estate Common Areas" means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase."

" "Passage Area" means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant."

Clause 4(d) of Part II of the Second Schedule to PDMC

"Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll."

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

Not applicable

D. Part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable

In relation to any of those facilities and open spaces, and those parts of the land, mentioned above, 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 or the deed of dedication (as the case may be).

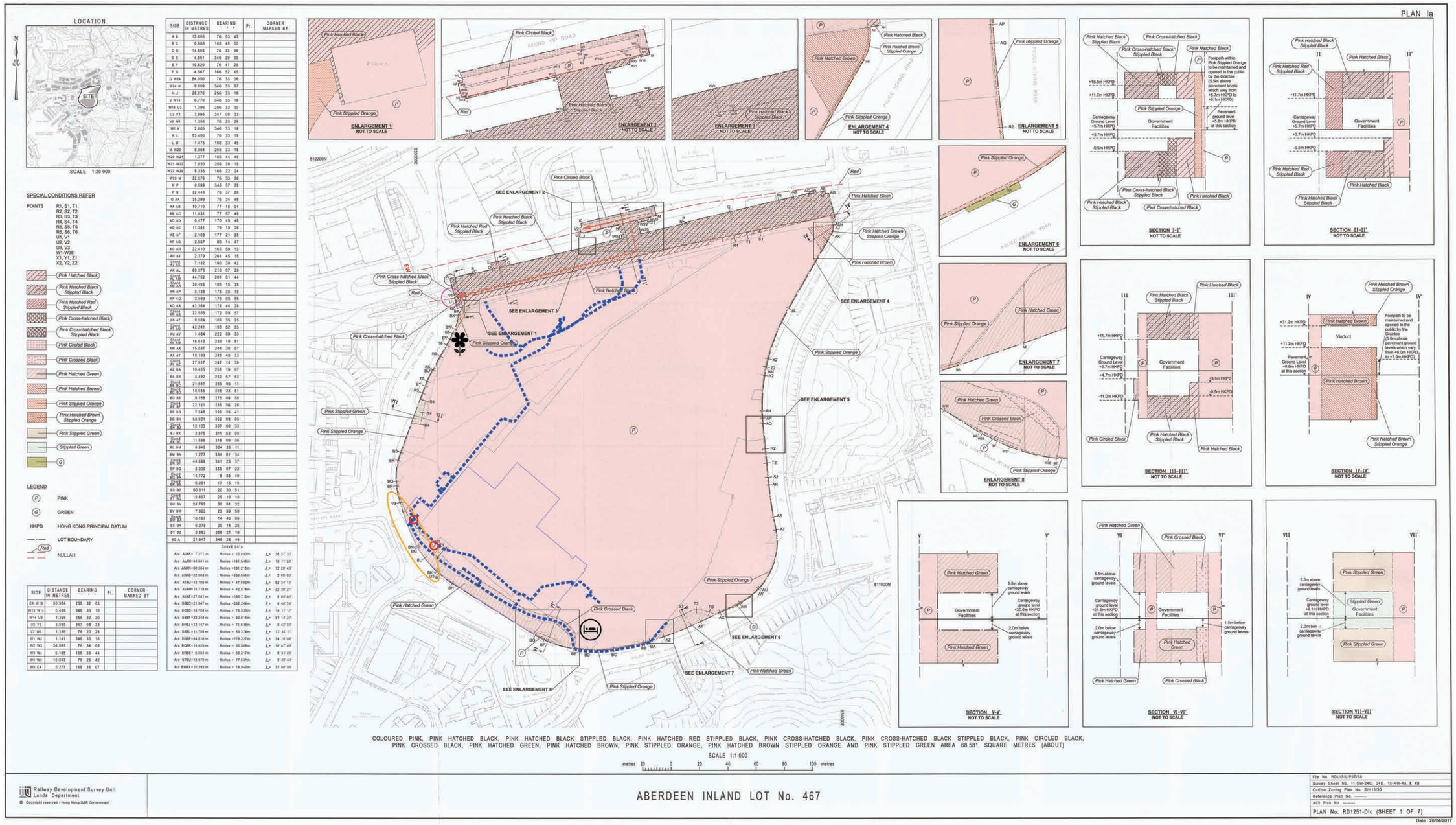
In relation to any of those facilities and open spaces mentioned in Part B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties of the Phase, and those owners are required to meet a proportion of the expense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

Notes:

1. In this Section, any reference to "Special Condition" shall be a reference to a Special Condition in the Land Grant, and "PDMC" and "SDMC" shall mean the latest draft Principal Deed of Mutual Covenant and Management Agreement of the Development and the latest draft Sub-Deed of Mutual Covenant and Management Agreement of the Phase respectively.

2. Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307 ("the Letter"), the dates for completion of development, construction, formation or provision (as the case may be) of the following areas and facilities under the Land Grant will be amended as follows :-

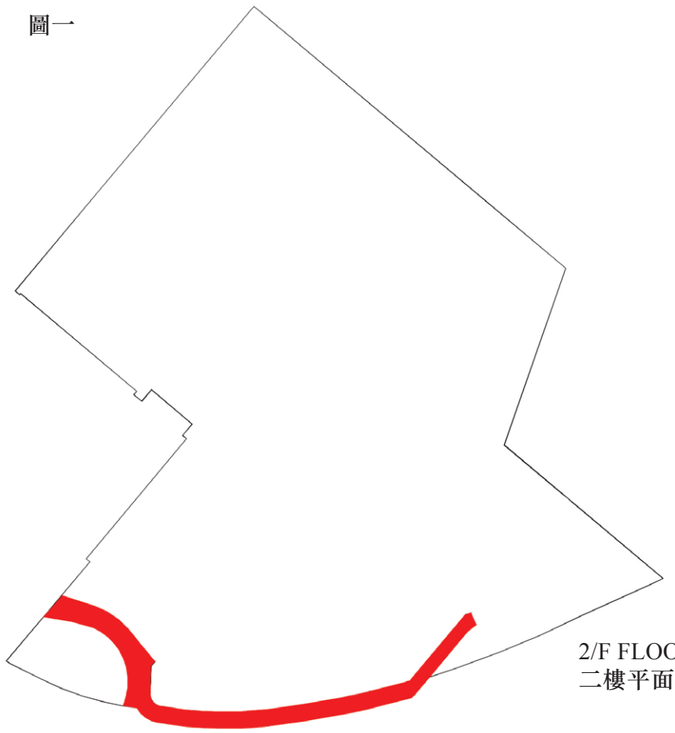
Special Condition No.	Description	To be completed on or before
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027



備註：
此圖複製附於批地文件的圖則Ia，有需要處經修正處理，以顯示相關公共設施的位置。

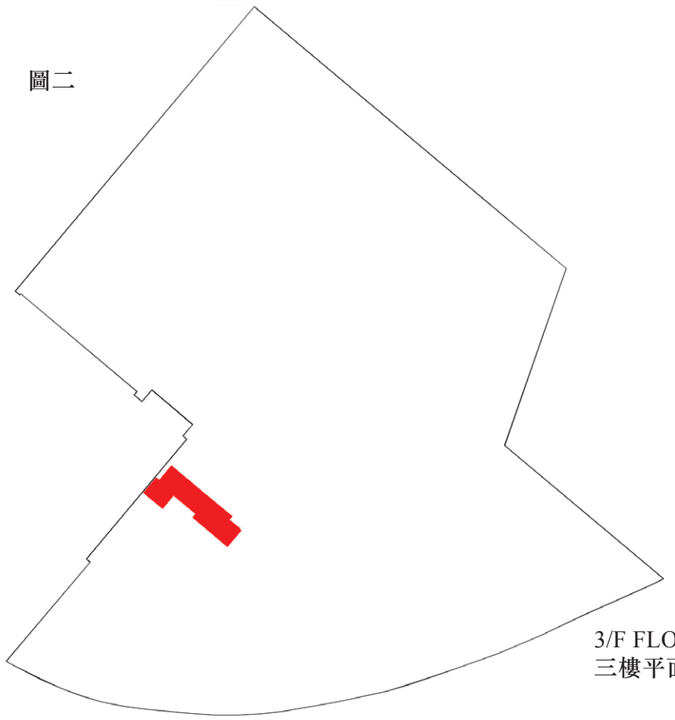
Remark:
This plan is a reproduction of Plan Ia as annexed to the Land Grant, with adjustments where necessary, which shows the location of the relevant public facilities.

PLAN 1 圖一

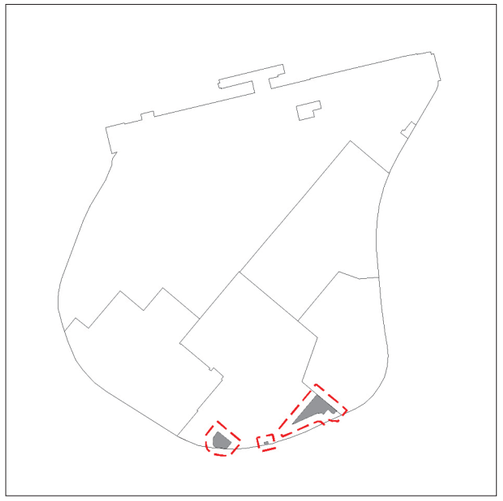


2/F FLOOR PLAN
二樓平面圖

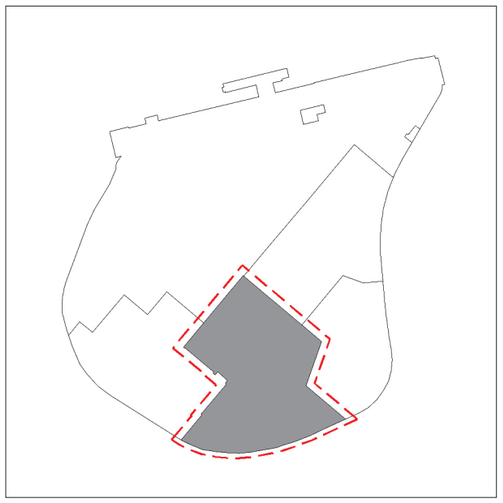
PLAN 2 圖二



3/F FLOOR PLAN
三樓平面圖



KEY PLAN 索引圖



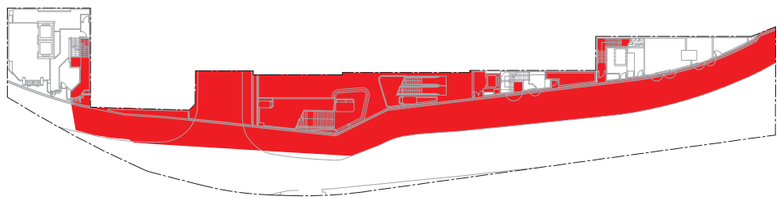
KEY PLAN 索引圖

LEGEND 圖例

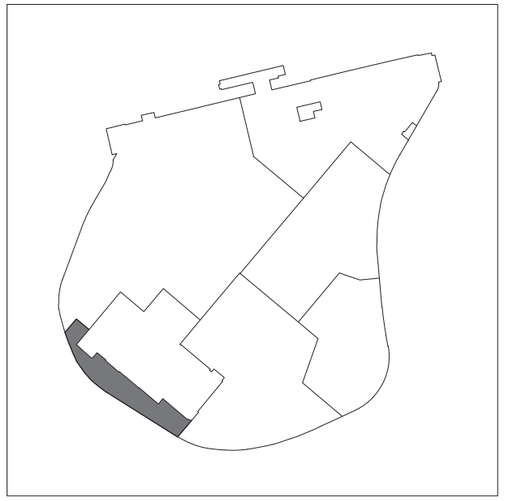
Proposed Pedestrian Walkway
擬建之行人通道

比例 Scale: 0 10 20 30 40 METERS 米

PLAN 3 圖三

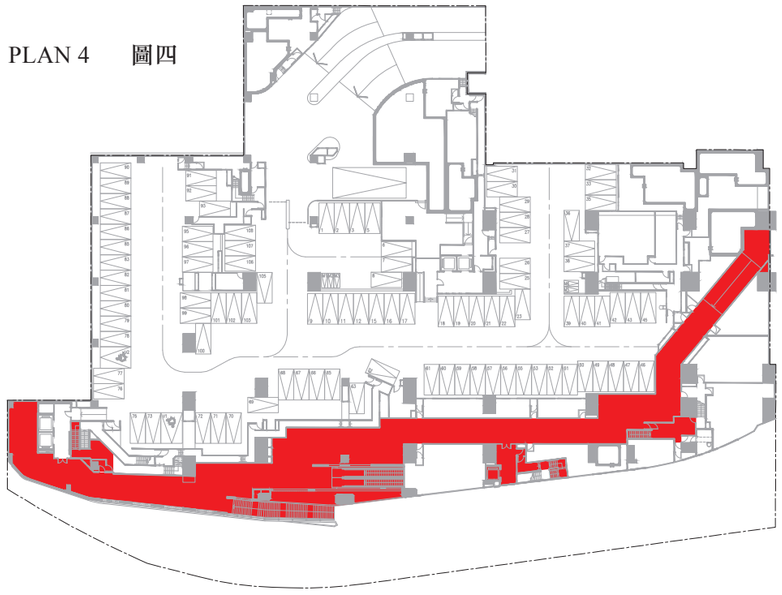


2/F FLOOR PLAN
二樓平面圖

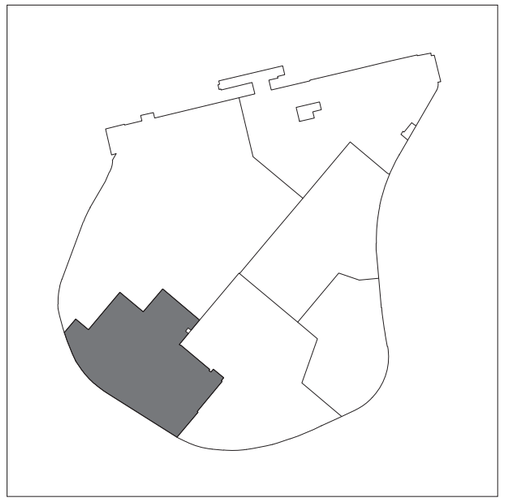


KEY PLAN 索引圖

PLAN 4 圖四



3/F FLOOR PLAN
三樓平面圖



KEY PLAN 索引圖

Remark :
The plan is for showing the location of the proposed Pedestrian Walkway only. Other matters shown in the plan may be reflect their latest condition.

備註:
本圖僅作顯示擬建之行人通道。本圖中所示之其他事項未能反映其最新狀況。

LEGEND 圖例

Proposed Pedestrian Walkway
擬建之行人通道

比例 Scale: 0 10 20 30 40 METERS 米

圖例
Legend

粉紅色加黑斜線
Pink hatched black

粉紅色加黑斜線黑點
Pink hatched black stippled black

粉紅色加紅斜線黑點
Pink hatched red stippled black

粉紅色加黑交叉斜線
Pink cross-hatched black

粉紅色加黑交叉斜線黑點
Pink cross-hatched black stippled black

粉紅色加黑圓圈
Pink circled black

粉紅色加黑交叉
Pink crossed black

粉紅色加綠斜線
Pink hatched green

粉紅色加棕斜線
Pink hatched brown

粉紅色加橙點
Pink stippled orange

粉紅色加棕斜線橙點
Pink hatched brown stippled orange

粉紅色加綠點
Pink stippled green

綠色圓點
Stippled green

綠色範圍
Green area

政府樓宇（綜合職業復康服務中心及中度弱智人士宿舍）
Government Accommodation (Integrated vocational rehabilitation services centre and hostel for moderately mentally handicapped persons)

擬建之公眾休憩用地，總面積不少於1,300平方米
Proposed Public Open Space with a total area of not less than 1,300 square metres

B地盤界線
Boundary of Site B

擬建之行人通道
Proposed Pedestrian Walkway

公眾行人通道（於黃竹坑站營運時間內開放）
Public Pedestrian Access during the operation hours of the Wong Chuk Hang Station

EW 現有行人天橋
Existing Footbridge

行人天橋相關結構
Footbridge Associated Structures

擬建於U3及V3之間的行人天橋
Future footbridge which may be located at a position between the points U3 and V3

未來行人天橋相關結構
Future Footbridge Associated Structures

18 對買方的警告 WARNING TO PURCHASERS

1. 謹此建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。

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：
   (a) 該律師事務所可能不能夠保障買方的利益；及
   (b) 買方可能要聘用一間獨立的律師事務所。

4. 如屬上述3(b)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。

1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

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:
   (a) that firm may not be able to protect the purchaser's interests; and
   (b) the purchaser may have to instruct a separate firm of solicitors.

4. In the case of paragraph 3(b) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.