

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 9樓 9/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。
- 3) 上述每個住宅物業的層與層之間的高度指相關住宅物業樓層之石屎地台面與上一層石屎地台面之高度距離。部分上述住宅物業的層與層之間的高度包括相關住宅物業地台跌級樓板之混凝土填充層深度。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

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. (Note: This required statement under Section 10(2)(e) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

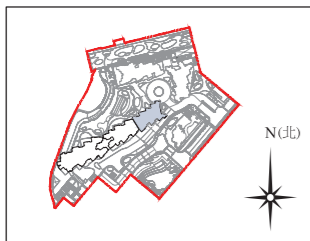
- 1) Please refer to the first page of the section “Floor plans of residential properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.
- 3) The aforesaid floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of the floor of the residential property concerned and the top surface of the structural slab of its immediate upper floor. Some of the aforesaid floor-to-floor heights of residential properties are inclusive of the depth of concrete fill on sunken slab on the floor of the residential property concerned.

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
10樓及12樓 10/F and 12/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 10樓及12樓 10/F and 12/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

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- 3) 上述每個住宅物業的層與層之間的高度指相關住宅物業樓層之石屎地台面與上一層石屎地台面之高度距離。部分上述住宅物業的層與層之間的高度包括相關住宅物業地台跌級樓板之混凝土填充層深度。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

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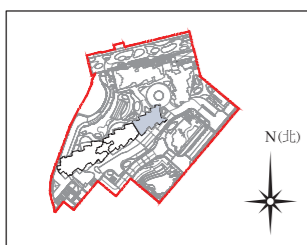
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
11樓及15樓 11/F and 15/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 11樓及15樓 11/F and 15/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
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The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

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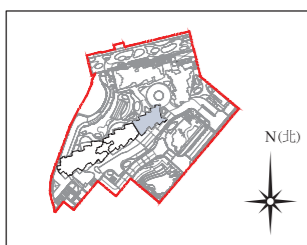
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 16樓 16/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :



第2座
TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
16樓 16/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
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The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

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. (Note: This required statement under Section 10(2)(e) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

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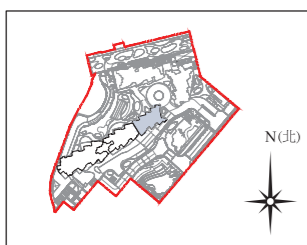
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 17樓 17/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 17樓 17/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：A、B、C、D、G及H單位：3.15米；E單位：2.7米、2.75米、2.8米及3.15米

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。(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

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The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: Units A, B, C, D, G and H: 3.15m; Unit E: 2.7m, 2.75m, 2.8m and 3.15m

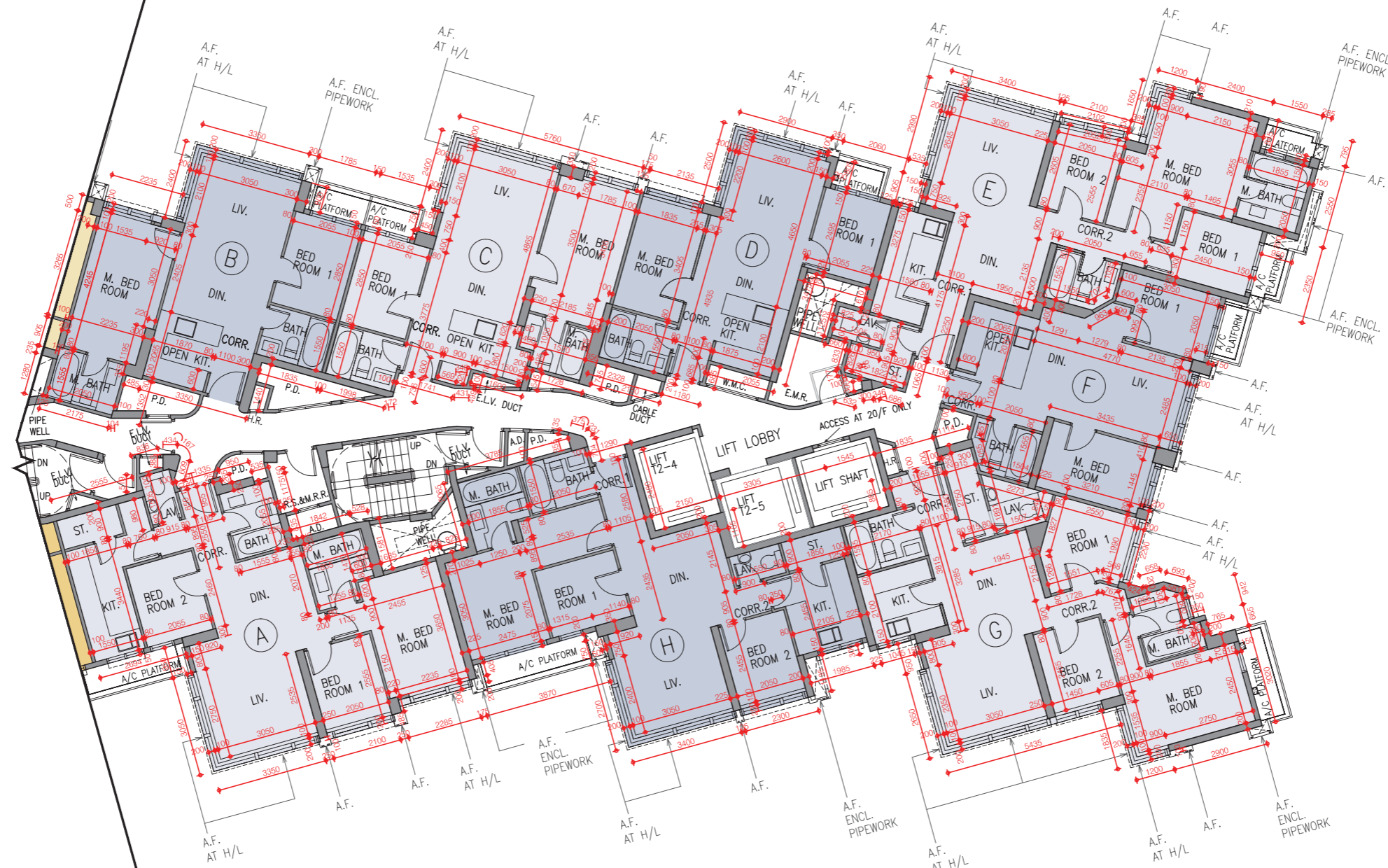
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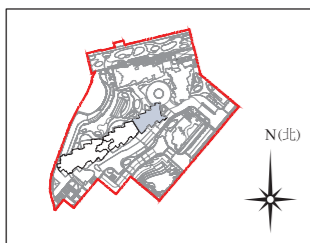
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
18樓至20樓 18/F to 20/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 18樓至20樓 18/F to 20/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
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The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

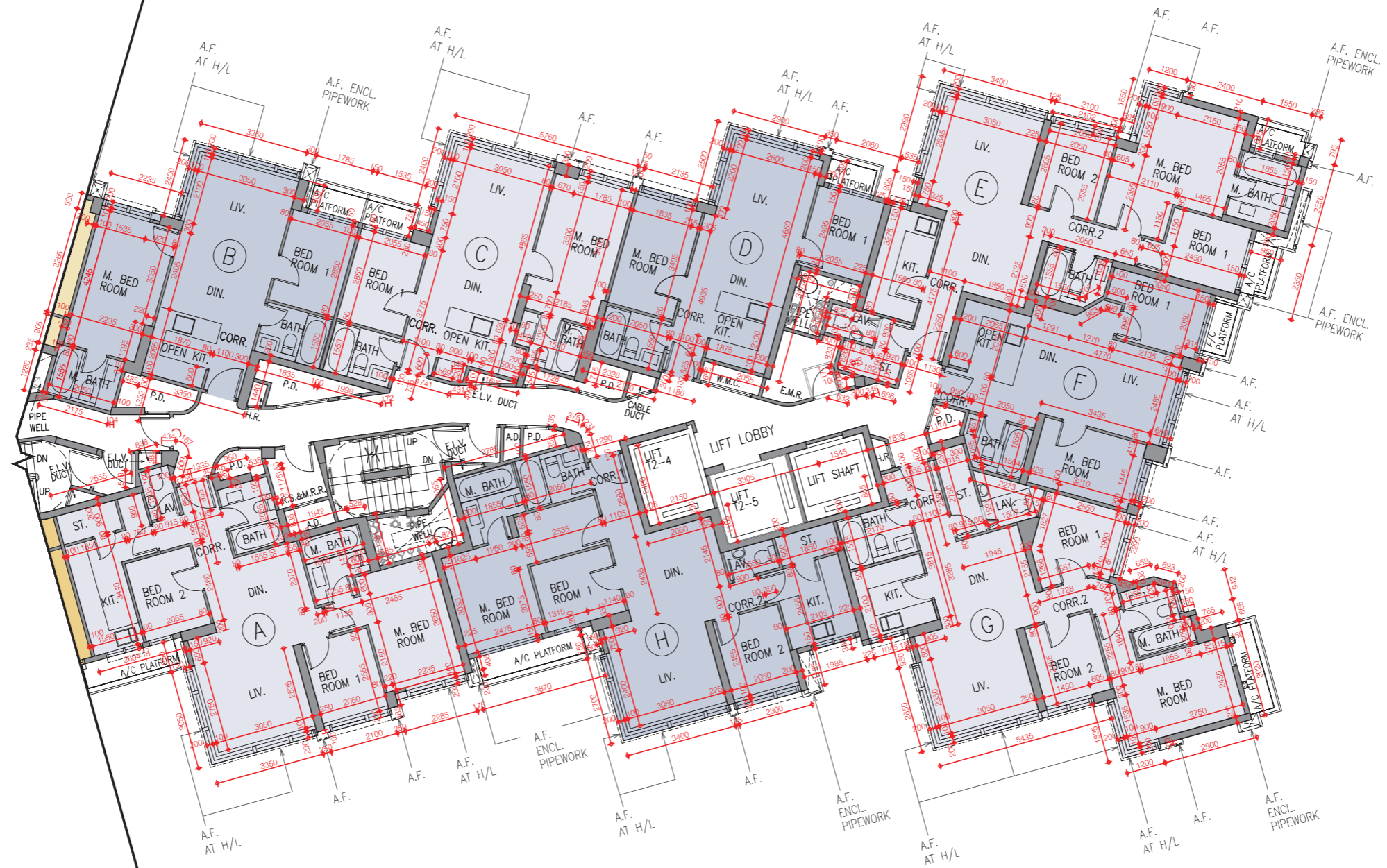
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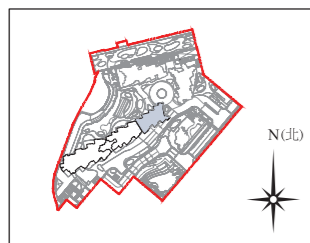
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 21樓 21/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :



第2座
TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
21樓 21/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
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The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

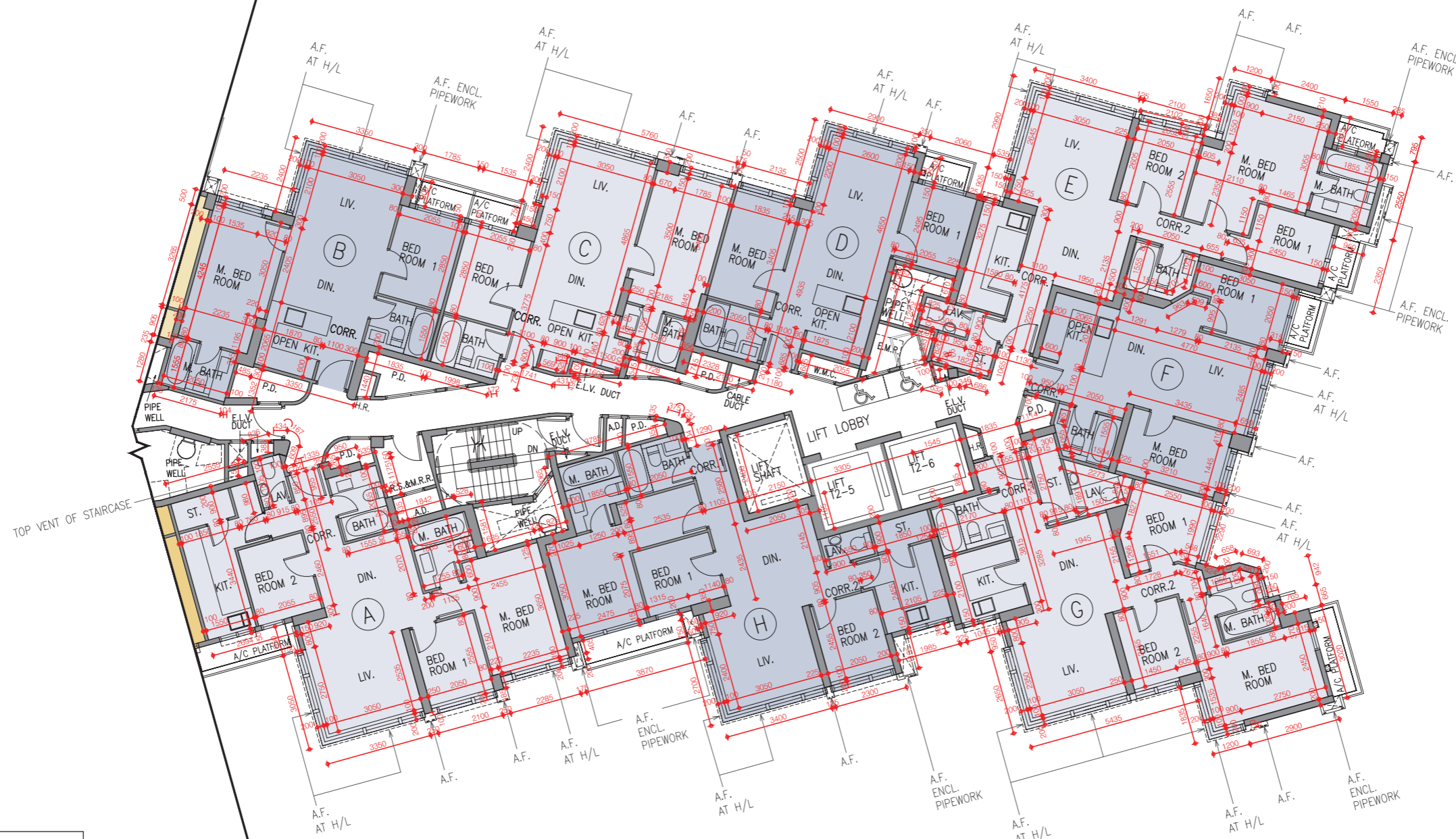
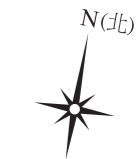
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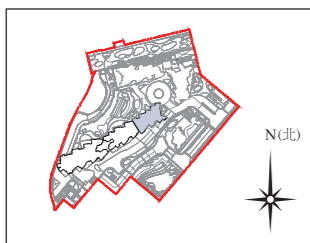
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第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 22樓 22/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 22樓 22/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。
- 3) 上述每個住宅物業的層與層之間的高度指相關住宅物業樓層之石屎地台面與上一層石屎地台面之高度距離。部分上述住宅物業的層與層之間的高度包括相關住宅物業地台跌級樓板之混凝土填充層深度。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

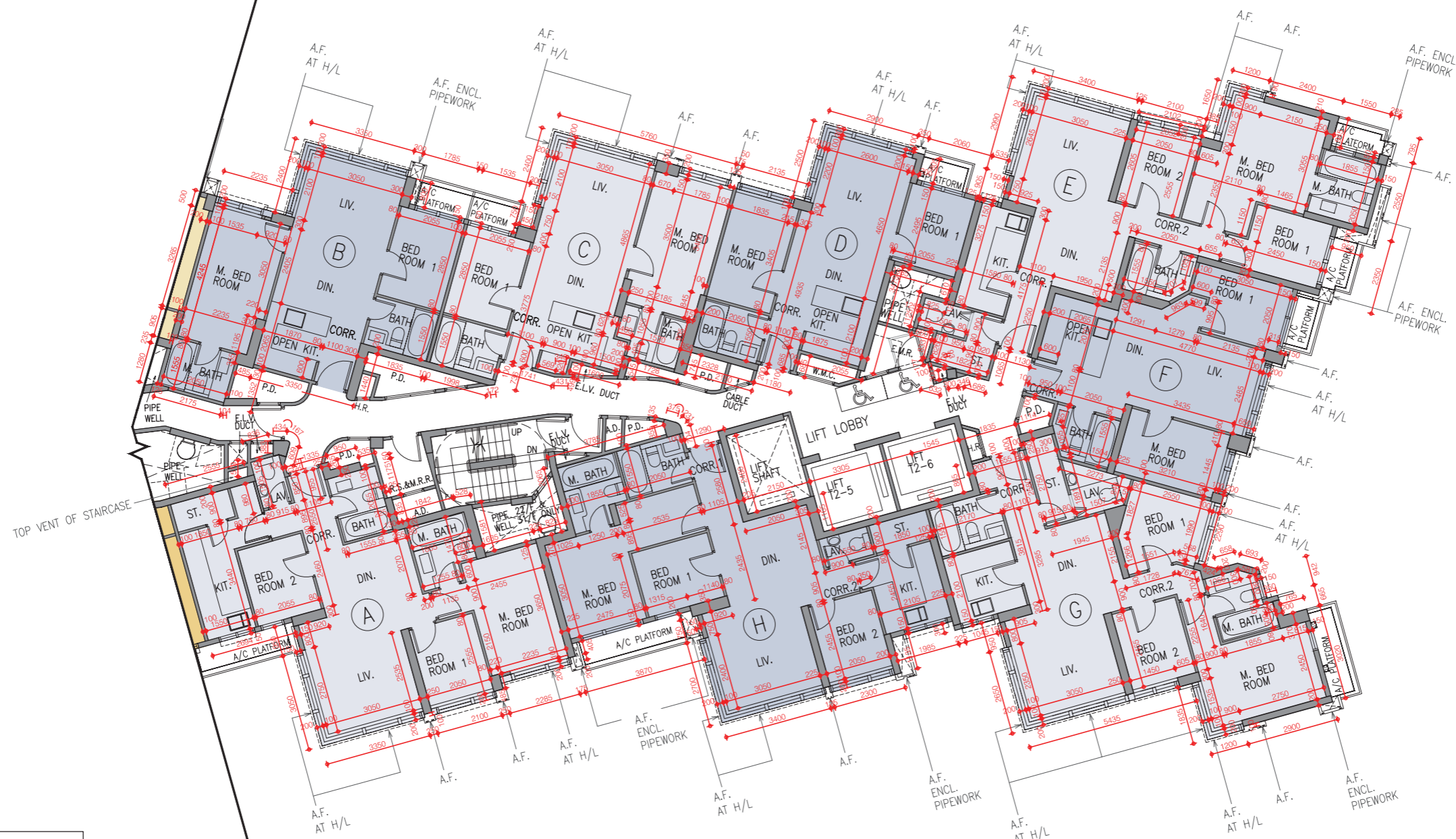
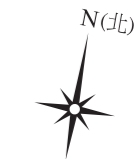
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This required statement under Section 10(2)(e) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

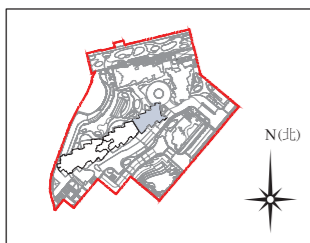
- 1) Please refer to the first page of the section “Floor plans of residential properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.
- 3) The aforesaid floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of the floor of the residential property concerned and the top surface of the structural slab of its immediate upper floor. Some of the aforesaid floor-to-floor heights of residential properties are inclusive of the depth of concrete fill on sunken slab on the floor of the residential property concerned.

第2座
TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
23樓 23/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :



第2座
TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
23樓 23/F

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米、200毫米、450毫米及600毫米

每個住宅物業的層與層之間的高度：3.15米

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。
- 3) 上述每個住宅物業的層與層之間的高度指相關住宅物業樓層之石屎地台面與上一層石屎地台面之高度距離。部分上述住宅物業的層與層之間的高度包括相關住宅物業地台跌級樓板之混凝土填充層深度。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm, 200mm, 450mm and 600mm

The floor-to-floor height of each residential property: 3.15m

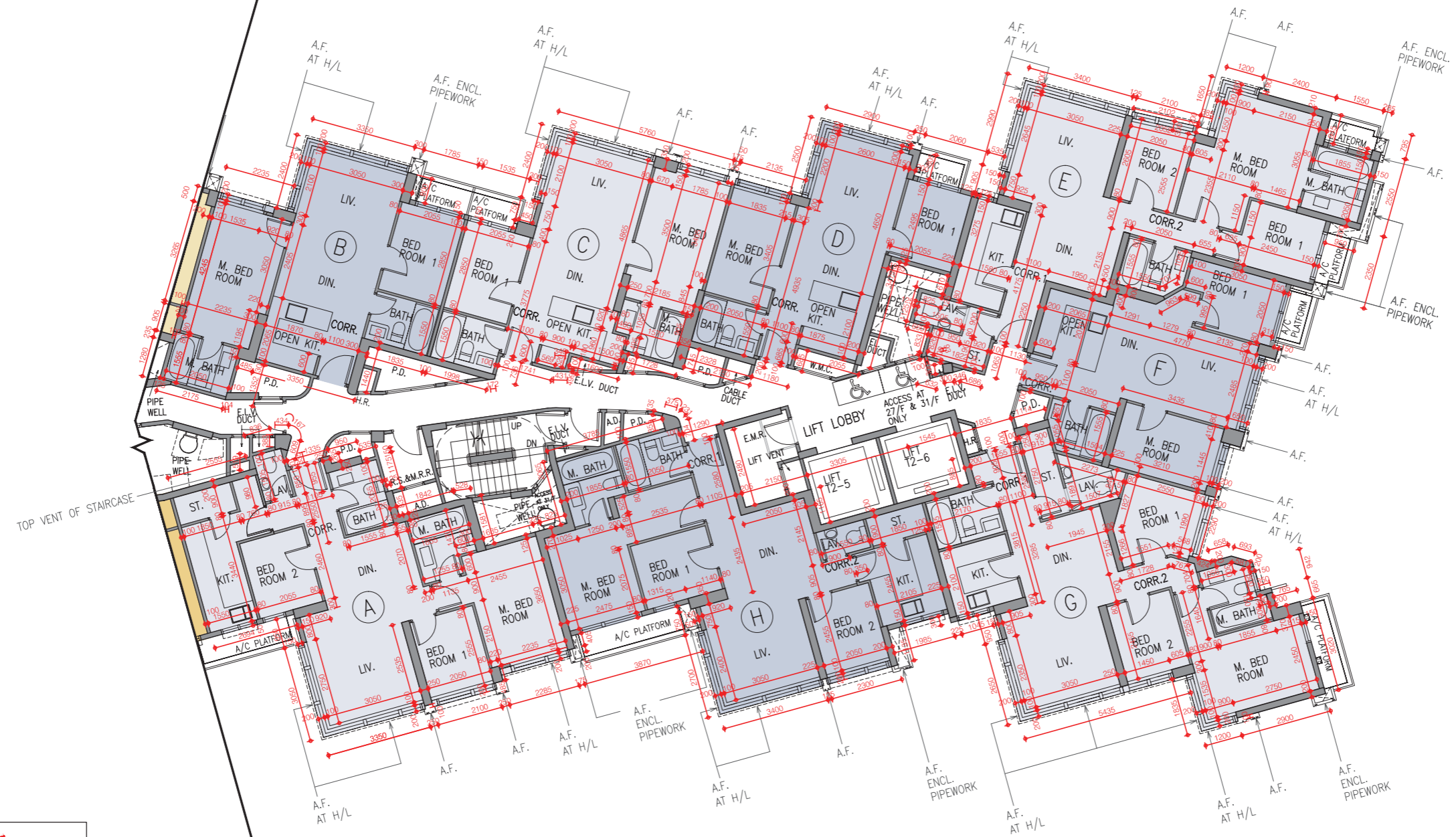
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This required statement under Section 10(2)(e) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

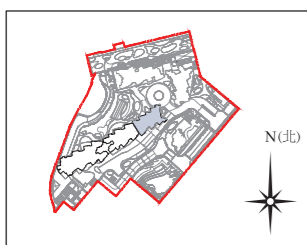
- 1) Please refer to the first page of the section “Floor plans of residential properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.
- 3) The aforesaid floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of the floor of the residential property concerned and the top surface of the structural slab of its immediate upper floor. Some of the aforesaid floor-to-floor heights of residential properties are inclusive of the depth of concrete fill on sunken slab on the floor of the residential property concerned.

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase
25樓至33樓及35樓至39樓 25/F to 33/F and 35/F to 39/F



索引圖
Key Plan



Scale : 0 2 6 10M/米
比例 :

第2座 TOWER 2 (2B)

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase 25樓至33樓及35樓至39樓 25/F to 33/F and 35/F to 39/F

每個住宅物業的樓板(不包括灰泥)的厚度：25樓至38樓：150毫米、200毫米、450毫米及600毫米；39樓：200毫米、250毫米、500毫米及650毫米

每個住宅物業的層與層之間的高度：25樓至38樓：3.15米；39樓：A單位：3.5米、3.75米及3.85米；B、C及F單位：3.5米、3.8米及3.85米；D及H單位：3.5米及3.85米；E單位：3.5米、3.75米、3.85米、3.9米及3.95米；G單位：3.5米、3.75米、3.85米及3.9米

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。(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。
- 3) 上述每個住宅物業的層與層之間的高度指相關住宅物業樓層之石屎地台面與上一層石屎地台面之高度距離。部分上述住宅物業的層與層之間的高度包括相關住宅物業地台跌級樓板之混凝土填充層深度。

The thickness of the floor slabs (excluding plaster) of each residential property: 25/F to 38/F: 150mm, 200mm, 450mm and 600mm; 39/F: 200mm, 250mm, 500mm and 650mm

The floor-to-floor height of each residential property: 25/F to 38/F: 3.15m; 39/F: Unit A: 3.5m, 3.75m and 3.85m; Units B, C and F: 3.5m, 3.8m and 3.85m; Units D and H: 3.5m and 3.85m; Unit E: 3.5m, 3.75m, 3.85m, 3.9m and 3.95m; Unit G: 3.5m, 3.75m, 3.85m and 3.9m

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. (Note: This required statement under Section 10(2)(e) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

- 1) Please refer to the first page of the section “Floor plans of residential properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.
- 3) The aforesaid floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of the floor of the residential property concerned and the top surface of the structural slab of its immediate upper floor. Some of the aforesaid floor-to-floor heights of residential properties are inclusive of the depth of concrete fill on sunken slab on the floor of the residential property concerned.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)									
大廈名稱 Block Name	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 6/F	A	113.857 (1,226) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	29.532 (318)	-	-	-	-	-	-
		B	114.205 (1,229) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	2.559 (28)	-	-	-	-	-	-
		C	93.421 (1,006) 露台 Balcony: 3.173 (34) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	87.113 (938) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	32.118 (346)	-	-	-	-	-	-
	7樓至12樓、 15樓至16樓、 18樓至23樓、 25樓至33樓及 35樓至38樓 7/F to 12/F, 15/F to 16/F, 18/F to 23/F, 25/F to 33/F and 35/F to 38/F	A	117.383 (1,263) 露台 Balcony: 3.525 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	117.730 (1,267) 露台 Balcony: 3.525 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	93.421 (1,006) 露台 Balcony: 3.173 (34) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	89.429 (963) 露台 Balcony: 2.316 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)										
大廈名稱 Block Name	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)	17樓 17/F	A	117.383 (1,263) 露台 Balcony: 3.525 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	115.059 (1,238) 露台 Balcony: 3.525 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	93.421 (1,006) 露台 Balcony: 3.173 (34) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	89.429 (963) 露台 Balcony: 2.316 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
第1座 (1B) Tower 1 (1B)	6樓 6/F	A	88.987 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	11.051 (119)	-	-	-	-	-	-	
		B	89.019 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	43.581 (469)	-	-	-	-	-	-	
		C	90.266 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	2.608 (28)	-	-	-	-	-	-	
		D	90.304 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)											
大廈名稱 Block Name	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)	7樓至12樓、 15樓至16樓、 18樓至23樓、 25樓至33樓及 35樓至38樓 7/F to 12/F, 15/F to 16/F, 18/F to 23/F, 25/F to 33/F and 35/F to 38/F	A	88.987 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	89.019 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	90.266 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	90.304 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
	17樓 17/F	A	88.987 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		B	89.019 (958) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	90.266 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		D	90.304 (972) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)									
大廈名稱 Block Name	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 6/F	A	71.810 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	31.555 (340)	-	-	-	-	-	-
		B	71.773 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	69.366 (747) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	12.896 (139)	-	-	-	-	-	-
		D	67.632 (728) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	2.206 (24)	-	-	-	-	-	-
		E	68.424 (737) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	3.370 (36)	-	-	-	-	-	-
		F	69.451 (748) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	15.747 (169)	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)									
大廈名稱 Block Name	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)	7樓至12樓及 15樓至17樓 7/F to 12/F and 15/F to 17/F	A	71.810 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	71.773 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	69.366 (747) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	67.632 (728) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	68.424 (737) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	69.451 (748) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

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2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)									
大廈名稱 Block Name	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)	18樓至21樓 18/F to 21/F	A	71.810 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	71.773 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	69.366 (747) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	67.632 (728) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	68.424 (737) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	69.451 (748) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)										
大廈名稱 Block Name	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)	22樓至23樓、 25樓至33樓及 35樓至39樓 22/F to 23/F, 25/F to 33/F and 35/F to 39/F	A	71.810 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	71.773 (773) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	69.366 (747) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	67.632 (728) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	68.424 (737) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	69.451 (748) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

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2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)											
大廈名稱 Block Name	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 6/F	A	69.641 (750) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	49.985 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	49.981 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	41.947 (452) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		E	75.510 (813) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	73.990 (796) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	69.305 (746) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

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There are no utility platform and verandah in the residential properties in the Phase.

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Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)											
大廈名稱 Block Name	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)	7樓至12樓及 15樓至17樓 7/F to 12/F and 15/F to 17/F	A	69.641 (750) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	49.985 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	49.981 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	41.947 (452) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		E	75.510 (813) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	73.990 (796) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	69.305 (746) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

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

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註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in square feet may be slightly different from that shown in square metres.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)											
大廈名稱 Block Name	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)	18樓至21樓 18/F to 21/F	A	69.641 (750) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	49.985 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	49.981 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	41.947 (452) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		E	73.594 (792) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		F	42.217 (454) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	72.450 (780) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	69.305 (746) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

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

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

註 Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

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2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

期數中的住宅物業的面積
Area of residential properties in the Phase

面積表 AREA SCHEDULE

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.)											
大廈名稱 Block Name	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)	22樓至23樓、 25樓至33樓及 35樓至39樓 22/F to 23/F, 25/F to 33/F and 35/F to 39/F	A	69.641 (750) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	49.985 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	49.981 (538) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	41.947 (452) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		E	73.590 (792) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		F	42.217 (454) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	72.450 (780) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	69.305 (746) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

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

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

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2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座(1A及1B)及第2座(2A及2B)住宅樓層不設13樓、14樓、24樓及34樓。第1座(1A及1B)及第2座(2A及2B)天台為庇護層。

Residential floors 13/F, 14/F, 24/F and 34/F of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) are omitted. Roof of Tower 1 (1A and 1B) and Tower 2 (2A and 2B) is a refuge floor.

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



-  住客停車位
Residential Car Parking Space
-  訪客停車位
Visitors' Car Parking Space
-  傷殘人士訪客停車位
Visitors' Car Parking Space for Disabled Person
-  住客電單車停車位
Residential Motor Cycle Parking Space
-  垃圾收集車停車位
Parking Space for Refuse Collection Operation
-  發展項目第3期的邊界
Boundary of Phase 3 of the Development

停車位類別 Category of parking space	位置 Location	數目 Number	每個停車位尺寸 (長x寬) (米) Dimensions of each parking space (L x W) (m)	每個停車位面積 (平方米) (平方呎) Area of each parking space (sq. m)
住客停車位 Residential Car Parking Space	平台層 P/F	187	5 x 2.5	12.5
訪客停車位 Visitors' Car Parking Space		1	5 x 2.5	12.5
傷殘人士訪客停車位 Visitors' Car Parking Space for Disabled Person		3	5 x 3.5	17.5
住客電單車停車位 Residential Motor Cycle Parking Space		10	2.4 x 1	2.4
垃圾收集車停車位 Parking Space for Refuse Collection Operation		1	12 x 5	60



期數中的停車位的樓面平面圖
Floor plans of parking spaces in the Phase

高層平台層 Upper Podium Floor

-  上落貨車位
Loading and Unloading Space
-  發展項目第3期的邊界
Boundary of Phase 3 of the Development

停車位類別 Category of parking space	位置 Location	數目 Number	每個停車位尺寸 (長x寬) (米) Dimensions of each parking space (L x W) (m)	每個停車位面積 (平方米) Area of each parking space (sq. m)
上落貨車位 Loading and Unloading Space	高層平台層 UP/F	4	11 x 3.5	38.5





臨時買賣合約的摘要

Summary of preliminary agreement for sale and purchase

- (a) 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。
 - (b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
 - (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。
- (a) A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase.
 - (b) 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.
 - (c) 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) that 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. 於土地註冊處以註冊摘要編號22122801700021註冊之主公契及管理協議（「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)的其中部分、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)。屋苑公用地方於將就任何一期數訂立的任何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並非供任何業主、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的其中部分而非供任何業主或某一期數

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及設施的該等服務及設施)。

「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或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其他地方(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該等服務及設施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任何其他該等服務及設施(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

「第三期內屋苑公用地方」指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物

服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者)，以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有)，但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方。第三期內屋苑公用地方在經認可人士核證準確並夾附於副公契的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途。

「第三期內屋苑公用服務及設施」指位於第三期之內、其上或其下和構成屋苑公用服務及設施一部分並服務屋苑而並非供任何個別業主、一組業主或某一期數的業主獨有享用的服務及設施，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、配件、設備及器具；消防及滅火系統(包括消防捲閘及煙霧探測器，當中四(4)個消防捲閘及四(4)個煙霧探測器設置於香葉道)；保安系統、設備及器具；升降機及自動扶梯；通風系統及風機和任何其他裝置、系統、機械、設備、器具、配件、服務與設施及其他在第三期內屋苑公用地方安裝或服務該處的附屬設施，但不包括第三期內住宅發展項目公用服務及設施、第三期住宅及停車場公用服務及設施、第三期住宅公用服務及設施和第三期停車場公用服務及設施。

「第三期停車場公用地方」指擬供所有第三期停車位的業主、佔用人和被許可人以及第三期內訪客停車位的佔用人和被許可人共同使用與享用的整個第三期停車場(第三期停車位及第三期內訪客停車位除外)，包括但不限於第三期內行人連接道部分、行車道、坡道、走廊、樓梯及梯台、電力房、電錶房、鋼筋混凝土護牆、防護門廊、管槽、消防喉轆，以及該條例附表1訂明擬供第三期停車位業主、佔用人和被許可人及第三期內訪客停車位佔用人和被許可人共同使用與享用的所有其他公用部分(如有)，但不包括第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方和第三期住宅公用地方。第三期停車場公用地方在經認可人士核證準確並夾附於副公契的圖則上以綠色顯示作辨認用途。

「第三期停車場公用服務及設施」指位於第三期之內、其上或其下和服務整個第三期停車場的服務及設施，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、配件、設備；消防及滅火系統；通風系統及風機，但不包括第三期內屋苑公用服務及設施、第三期內住宅發展項目公用服務及設施、第三期住宅及停車場公用服務及設施和第三期住宅公用服務及設施。

「第三期商業公用地方」指位於商業發展項目內的第三期綠化範圍部分，現於經認可人士核證準確並夾附於副公契的公用地方圖則上以綠色虛線及粉紅色加黑點顯示作辨認用途（如可以在圖則上顯示），以及依照政府批地文件特別條款第(68)(c)(i)條規定從根據政府批地文件特別條款第(68)(b)(i)條提供的停車位中指定的傷健人士停車位，現於經認可人士核證準確並夾附於副公契的公用地方圖則上以淺粉紅色顯示作辨認用途（如可以在圖則上顯示），以及其後於商業發展項目分副公契（如有）指定擬供商業發展項目業主、租戶、佔用人及被許可人和彼等真實來賓、訪客或受邀人公用與共享的商業發展項目其他部分。

「第三期住宅及停車場公用地方」指擬供第三期住宅發展項目及第三期停車場業主、佔用人和被許可人公用與共享的第三期部分，包括但不限於第三期內行人連接道部分、升降機大堂、升降機區域、電錶房，以及該條例附表1訂明供第三期住宅發展項目及第三期停車場業主、佔用人和被許可人公用與共享的第三期內所有其他公用部分（如有），但不包括第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅公用地方和第三期停車場公用地方。第三期住宅及停車場公用地方現於經認可人士核證準確並夾附於副公契的圖則上以黃色加黑交叉線顯示作辨認用途。

「第三期住宅及停車場公用服務及設施」指在第三期之內、其上或其下和服務第三期住宅發展項目及第三期停車場整體的服務及設施，包括但不限於升降機、電纜槽及電力管道，但不包括第三期內屋苑公用服務及設施、第三期內住宅發展項目公用服務及設施、第三期住宅公用服務及設施和第三期停車場公用服務及設施。

「第三期住宅公用地方」指第三期住宅發展項目中擬供第三期住宅發展項目業主、佔用人和被許可人公用與共享的部分，包括但不限於建於第三期建築物六樓及以上的外牆及上層平台及以下的部分外牆（包括幕牆或其任何部分（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、鑄入錨、墊片、窗戶密封膠及不可開啟窗戶的其他組成部分，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）和經認可人士核證準確並夾附於副公契圖則上以紅色虛線顯示作辨認用途的非結構性預製外牆，以及任何建築裝飾、欄柵、百葉、外牆飾面及面板（包括第三期露台的外牆飾面及面板和包圍外露管槽的飾板）、第三期綠化範圍其中部分（包括於經認可人士核證準確並夾附於副公契的圖則上以橙色虛線顯示作辨認用途

（如可以在圖則上顯示）的垂直綠化範圍部分）、第三期內按照政府批地文件特別條款第(26)條規定進行園境美化的部分（第三期綠化範圍除外）、垃圾收集裝卸停車位、依照政府批地文件特別條款第(69)(a)(i)條規定提供的上落客貨停車位、第三期康樂用地方及設施、第三期內行人連接道部分、雨水泵房、消防控制室、食水及沖廁水轉換泵房、消防花灑及街道消防栓轉換泵房、街道消防栓、消防校對錶櫃、消防及花灑轉換泵房、港燈高壓引入系統電掣房、港燈電纜引入系統坑道走廊、通風管道、港燈專用室、港燈電纜豎管房、電纜豎管房、電纜豎管槽、升降機緊急門房、校對錶房、校對錶櫃、消防泵房、高壓電掣房坑道、變壓器房坑道、低壓電掣房、低壓電掣房坑道、電纜坑道、花灑水缸、消防及花灑泵房、消防水缸、開放式樓梯、風機房、排氣管道、平台甲板、沖廁水缸及泵房、消防及花灑泵和水缸房、港燈高壓電掣房、港燈變壓器房、電訊及廣播設備室、排氣管道、室外管道房、電豎管房、發電機房、緊急發電機房、清潔及灌溉水泵房、草坪、通風管道房、消防水缸房、食水缸及泵房、食水泵及水缸房、消防花灑泵房、風櫃房、食水/沖廁水缸及泵房、水缸、食水缸房、不可通達中空、水錶櫃、垃圾及物料回收房、升降機大堂、消防員升降機大堂、穿梭升降機大堂、升降機範圍、升降機坑及升降機緩衝、升降機槽、升降機通風口、頂通風口、升降機平台、防護門廊、走廊、樓梯及梯台、電房、電錶房、電力管道房、食水/沖廁水泵房、防護走廊、花槽、車道、坡道、花灑控制閥室、空調機基座、管井、消防水缸、公共平台、空調機平台、消防喉轆、特低電壓槽、管道槽、電線槽、垃圾及物料回收房、庇護範圍、升降機機房、加高平台、沖廁水缸房、沖廁水缸、食水缸、頂層天台、天台（庇護層）、天台、第三期露台上蓋及頂部、建築裝飾及有蓋園境區，現於經認可人士核證準確並夾附於副公契的圖則上以黃色加黑六角形顯示作辨認用途，以及位於或從屬於任何第三期住宅單位的所有結構柱（如有），以及該條例附表1訂明供第三期住宅發展項目業主、佔用人和被許可人公用與共享的第三期住宅發展項目內所有其他公用部分（如有），但不包括第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方和第三期停車場公用地方。第三期住宅公用地方在經認可人士核證準確並夾附於副公契的圖則上以黃色、黃色加黑點、黃色間黑斜線及黃色加黑六角形以及以紅色虛線及橙色虛線顯示作辨認用途。

「第三期住宅公用服務及設施」指在屋苑第三期之內、其上或其下服務多於一個第三期住宅單位的服務及設施，包括但不限於管理人行使副公契第二附表第II部分第4條所賦予權利在商業發展項目裝設以顯示第三期住宅發展項目名稱的任何招牌（如有）、吊船及升降平台、污水渠、溝渠、排水渠、水池裝飾、水管及管槽；泵、水缸及衛生裝置；供水器具；照明系統、電線、電纜、電力裝置、配件、設備及器具；公共天線分布及相關設備；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、升降機、空調機及風機、建築裝飾；面板，但不包括第三期內屋苑公用服務及設施、第三期內住宅發展項目公用服務及設施、第三期住宅及停車場公用服務及設施和第三期停車場公用服務及設施。

「第三期內住宅發展項目公用地方」指第三期內擬供住宅發展項目多於一個期數的業主公用與共享而並非供住宅發展項目某一期數的個別業主或一組業主獨有享用的住宅發展項目公用地方部分，包括但不限於第三期內訪客停車位、第三期綠化範圍其中部分（包括於經認可人士核證準確並夾附於副公契的圖則上以紫色虛線顯示作辨認用途（如可以在圖則上顯示）的垂直綠化範圍部分）、第三期內按照政府批地文件特別條款第(26)條規定進行園境美化的部分（第三期綠化範圍除外）、第三期內行人連接道其中部分，按照政府批地文件特別條款第(55)(a)條規定提供的中央會所、中央公園、升降機、升降機大堂、中央會所升降機大堂、保安室、禮賓處、水管槽、集水泵水缸房、樓梯、球場、男廁、女廁、傷健人士廁所、接待處、儲物室、消防員升降機大堂、儲物室、保安控制室、伺服器房、按照政府批地文件特別條款第(56)(a)條規定設置的看守人及管理員辦事處、屋苑管理處、風櫃房、風機房、濾水裝置機房、電房、會議室、跌級槽、通風管道、開放式樓梯、不可通達中空、按照政府批地文件特別條款第(57)(a)條規定設置的看守人及管理員宿舍、通道、車道、花槽、園境區、街道消防栓、建於第三期建築物上層平台的部分外牆、護牆、位於並從屬於住宅發展項目多於一個期數和位於C地盤內的結構牆及柱，以及該條例附表1訂明供住宅發展項目多於一個期數的業主公用與共享而並非住宅發展項目某一期數的個別業主或一組業主獨有享用的所有其他公用部分（如有），但不包括第三期內屋苑公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。第三期內住宅發展項目公用地方現於經認可人士核證準確並夾附於副公契的圖則上以紅色、紅色加黑斜線及紅色加黑點和紫色虛線顯示作辨認用途。

「第三期內住宅發展項目公用服務及設施」指位於第三期之內、其上或其下並構成住宅發展項目公用服務及設施一部分和服務住宅發展項目多於一個期數而並非供住宅發展項目某一期數的個別業主或一組業主獨有享用的服務及設施，包括但不限於第三期內訪客停車位電動車設施、污水渠、溝渠、排水渠、水管及管道；泵、水缸；供水器具；照明系統、電線、電纜、電力裝置、配件、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；通風系統及風機以及安裝於或服務第三期內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、配件、服務及設施，以及其他安裝於第三期內住宅發展

項目公用地方或服務該處的附屬設施，但不包括第三期內屋苑公用服務及設施、第三期住宅及停車場公用服務及設施、第三期住宅公用服務及設施和第三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或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、其僱工、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、訪客或受邀人均可使用在其他情況下其於主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1a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、其僱工、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、通過及再通過及使用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住客及其真正的訪客(與具有類似權利的其他人士共同)有充分權利及自由僅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，使用及享用於主公契及任何副公契及分副公契中指明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住客的真正賓客、訪客及受邀人將在任何時候：

- (i) 遵守及遵從香港的所有條例、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) 遵守及遵從香港所有的條例、附例及政府規例及環境局或機電工程署或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所有大廈規則(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**」)的使用或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或遵從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或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)、或為其行使及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所有成本及支出。
- (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，而業主必須遵從有關通知的要求，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事前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期數的每一單位(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、再分配或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任何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從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第二部分第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) 在得到署長的事前書面同意下，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用地持有、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)任何其他毗鄰或毗連土地，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、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分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

公契的摘要 Summary of deed of mutual covenant

- (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何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. 在政府批地文件批租期餘年和任何續期期間，受限於政府批地文件、主公契及副公契所載的契諾與條款規定，分配予屋苑第三期的每份份數須由不時有權擁有的人士或人等持有，連同享有副公契第二附表第I部分列明的(如適用)地役權、權利及特權之實益，包括但不限於：
- (I) 下列部分的現任業主、其傭工、代理人、被許可人、租客及合法佔用人擁有全權和自由權：
- (a) 就第三期住宅單位而言：使用、出入、通行及再通行和行經第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方和第三期住宅公用地方，以及與具有類似權利的其他人等共同使用第三期內屋苑公用服務及設施、第三期內住宅發展項目公用服務及設施、第三期住宅及停車場公用服務及設施和第三期住宅公用服務及設施；
- (b) 就第三期停車位而言：使用、出入、通行及再通行和行經第三期內屋苑公用地方、第三期住宅及停車場公用地方和第三期停車場公用地方，以及與具有類似權利的其他人等共同使用第三期內屋苑公用服務及設施、第三期住宅及停車場公用服務及設施和第三期停車場公用服務及設施；
- (c) 就商業發展項目而言：使用、出入、通行及再通行和行經第三期內屋苑公用地方，以及與具有類似權利的其他人等共同使用第三期內屋苑公用服務及設施；
- 以作與其正當使用及享用其單位有關的一切用途。
- (II) (a) 受限於副公契第D章第7及8條之規定，第三期停車位的現任業主擁有全權和自由權(惟受限於主公契及副公契訂明管理人享有的權利)自費在第三期停車場公用地方的電房/電錶房內安裝、保養、維修及更換電錶和其輔助設施，並按照管理人批准的方式(包括但不限於管理人指定的線路和安裝、保養、維修及更換方式)在第三期停車場公用地方內管理人指定的位置鋪設及/或保養、維修和更換電纜、底盒、插座、防護及保安裝置，以便正當使用、享用和操作其第三期停車位專用的非公用電動車充電設施。
- (b) 第三期停車位的現任業主、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等共同)有權經過管理人不時指定或再指定的第三期住宅公用地方和第三期內住宅發展項目公用地方部分，以便出入位於第三期平台樓層的業主立案法團辦事處/業主委員會辦事處及第三期停車場，以及為該目的使用第三期住宅公用服務及設施和第三期內住宅發展項目公用服務及設施。
- (c) 第三期停車位的現任業主、其傭工、代理人、被許可人、租客及合法佔用人擁有全權和自由權使用、出入、通行及再通行和行經商業發展項目業主或管理人不時合理指定或再指定的商業發展項目部分，以在發生火警或其他緊急事故時作逃生用途，或作出入及使用地下低層至平台樓層的第三期內屋苑公用地方和第三期住宅及停車場公用地方用途。
- (III) (a) 受限於政府批地文件的條款和副公契第三附表第11條及12條的規定，第三期住宅單位的現任業主、其傭工、代理人、被許可人、租客及合法佔用人擁有全權和自由權，與具有類似權利的其他人等共同使用、出入、通行及再通行和行經第三期停車場公用地方和使用第三期停車場公用服務及設施，以便出入及使用(i)第三期內訪客停車位，(ii)構成第三期住宅公用地方一部分位於平台樓層的垃圾及物料回收房，(iii)其他第三期住宅公用地方和其他第三期內住宅發展項目公用地方及(iv)第三期住宅及停車場公用地方。
- (b) 受限於政府批地文件、主公契和副公契之條款規定，第三期住宅單位的現任業主、其傭工、代理人、被許可人、租客及合法佔用人擁有全權和自由權，使用、出入、通行及再通行和行經商業發展項目業主或管理人合理地指定的商業發展項目部分，以便出入通行及使用(i)構成第三期住宅公用地方一部分的地下低層至平台樓層升降機及(ii)第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方和地下低層至平台樓層其他第三期住宅公用地方。
- (IV) (a) 在毋損主公契第二附表第I部分第1(d)條之一般規定，商業發展項目的現任業主、其傭工、代理人、租客及被許可人擁有全權和自由權(i)出入、通行及再通行和行經三樓和平台樓層第三期內住宅發展項目公用地方、地下低層和平台樓層第三期住宅及停車場公用地方、地下低層至平台樓層第三期住宅公用地方和平台樓層第三期停車場公用地方的部分，以及使用由管理人合理地指定供出入通行商業發展項目的三樓和平台樓層第三期內住宅發展項目公用服務及設施(包括升降機)、地下低層和平台樓層第三期住宅及停車場公用服務及設施、地下低層至平台樓層第三期住宅公用服務及設施(包括升降機)和平台樓層的第三期停車場公用服務及設施(包括升降機，如有)，以作保養商業發展項目之用途；及(ii)於平台樓層或在其上/中/下進行任何檢查、保養、維修、復原及/或更換副公契第D章第15條提及的商業發展項目防水膜的所需工程(工程可能涉及在必需的範圍內移除或拆開構成第三期內公用地方和公用服務及設施或第三期停車場一部分的平台樓層的表面、上蓋或地面部分(若非如此則工程不可能進行的話))及於合理期間內完成，惟：
- (A) 須事先獲管理人的書面同意及(若任何單位受進行該等工程影響或進行該等工程需要進入或通達任何單位)須事先獲該單位業主的書面同意，但若該單位不如此受影響或不進入或通達該單位不可能進行該等工程，則不可不合理地不給予該同意；

- (B) 除副公契第二附表第一部分第4(a)(ii)(A)條所同意外，該等工程不得干預任何其他業主持有、使用、佔用與享用其單位之權利，亦不得妨礙其單位的出入，除非如無該等干預或妨礙出入則不可能進行該等工程；及
- (C) 商業發展項目當其時的業主、其僱員、代理人、租客和獲許可人須在行使副公契第二附表第一部分第4(a)(ii)條下的權利時應盡量避免造成滋擾，及如有損壞則其須自費將因行使副公契第二附表第一部分第4(a)(ii)條下的權利導致對屋苑任何部分的任何損毀修復及將行使副公契第二附表第一部分第4(a)(ii)條下的權利所損毀或影響的屋苑任何部分復原。
- (b) 商業發展項目業主擁有全權和自由權安裝、搭建及保養供商業發展項目專用行經管理人指定的第三期住宅公用地方部分的公共天線廣播系統及相關基座（包括裝設天線）。商業發展項目業主有權不論單獨或聯同工人或攜帶工具、設備或機器與否，出入、通行及再通行和行經管理人合理地指定供出入通行上述公共天線廣播系統和相關基座的第三期住宅公用地方部分及使用相關的第三期住宅公用服務及設施（包括升降機），以便執行上述公共天線廣播系統和相關基座的檢查、裝設、安裝、搭建、維修、保養、拆除、更新及更換工程。商業發展項目業主行使上述權利時如造成任何損壞，必須修復，並須自費維持及保養上述公共天線廣播系統和相關基座以及裝設、安裝及搭建上述公共天線廣播系統和相關基座的大廈部分，以保持其修繕妥當及狀況良好。然而，商業發展項目業主不可滋擾或干擾任何業主或佔用人享用與使用其單位，亦不可損害業主或佔用人（商業發展項目業主除外）的權利和權益，此外，行使上述權利時亦不得妨礙或限制其他業主出入其單位。此外，倘因商業發展項目業主檢查、裝設、安裝、搭建、維修、保養、拆除、更新及更換上述公共天線廣播系統和相關基座，或因該處出現任何缺點、失修，或因商業發展項目業主在該處進行或達致進行任何更改或加建工程而直接或間接引起任何損失、損害、訴訟、法律程序、索償、申索、費用及開支，商業發展項目業主須承擔責任並向管理人及所有其他業主彌償。
- (c) 商業發展項目的現任業主、其僱工、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等共同）有權經過管理人不時指定或再指定的第三期內住宅發展項目公用地方的部分，以便出入位於第三期平台樓層的業主立案法團辦事處/業主委員會辦事處及商業發展項目，以及為該目的使用第三期內住宅發展項目公用服務及設施。
9. 在政府批地文件的批租期餘年和其任何續期期間，受限於政府批地文件、主公契及副公契所載的契諾與條款規定，分配予屋苑第三期的每份份數須由不時有權擁有的人士或人等持有，並受限於副公契第二附表第II部分列明的豁免權及保留權，包括但不限於以下：
- (I) 受限於政府批地文件和副公契第三附表第11條及12條之規定，住宅發展項目內住宅單位的現任業主、其僱工、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等共同）擁有全權和自由權使用、出入、通行及再通行和行經管理人不時指定的第三期停車場公用地方和使用第三期停車場公用服務及設施，以便出入通行及使用第三期內訪客停車位。
- (II) 在毋損主公契第二附表第II部分第3條保留予港鐵的權利之一般規定，港鐵有權事先發出合理書面通知（緊急情況除外）後，攜帶所有必需工具、設備、機器和物料以及單獨或聯同僱工、工人及其他人等，在所有合理時間進入C地盤任何一個或多個部分（港鐵已出售或轉讓的單位除外），以按不時需要在C地盤一處或多處地點或部分提供、建造及保養第三期內行人通道，惟施工須盡量避免造成滋擾，如有損壞則須修復。
- (III) 管理人有權在不時經商業發展項目業主或管理人批准的商業發展項目內地點裝設、安裝、搭建、展示、更新和更換顯示第三期住宅發展項目名稱的招牌（構成第三期住宅公用服務及設施一部分）。管理人有權事先發出合理通知（緊急情況除外）後，單獨或聯同工人或攜帶工具、設備或機械與否，於所有合理時間進入商業發展項目相關部分，以便檢查、裝設、安裝、搭建、展示、維修、保養、更新和更換上述招牌。然而：
- (a) 上述招牌的大小、設計以及裝設、安裝、搭建和展示的方式須事先提交商業發展項目業主或管理人由其酌情批准；
- (b) 管理人須維持和保養上述招牌以及裝設、安裝、搭建或展示上述招牌的商業發展項目相關部分，以保持其修繕妥當及狀況良好，令商業發展項目業主或管理人滿意；
- (c) 如因管理人行使副公契第二附表第二部分第4條所訂權利導致商業發展項目受損，管理人須自費妥為修復，及須為管理人和其僱員、承判商和獲授權人士的疏忽、蓄意或刑事行為負責；及
- (d) 如商業發展項目業主、管理人或經其授權的人士在商業發展項目進行任何更改、翻新、修繕或其他工程，以致影響任何上述招牌，商業發展項目業主或管理人有絕對權利，按商業發展項目業主或管理人視為恰當，拆除、還原、再提供及/或搬遷受影響的招牌，費用及開支由商業發展項目業主或管理人支付。
- (IV) F地盤（按政府批地文件定義）業主有權在構成商業發展項目一部分的位處第三期平台樓層的跌級槽之內、其上或貫穿該處安裝和保養F地盤專用的服務及設施（包括但不限於升降機井、停車場及機房排水裝置和停車場汽油截流器）、和在構成商業發展項目一部分的位處第三期地下低層、地下、一樓、二樓和三樓的停車場範圍、走廊、機房或管槽之內、其上或貫穿該處安裝和保養F地盤專用的服務及設施（包括但不限於污水渠、排水渠和終端沙井）、和在構成商業發展項目一部分的位處第三期三樓的停車場範圍和構成第三期內住宅發展項目公用地方一部分的位處第三期平台樓層的機房和走廊、其上或貫穿該處安裝和保養F地盤專用的服務及設施（包括但不限於街道消防栓供水管），以及將此等服務及設施經第三期內公用地方和公用服務及設施接駁到F地盤及/或該土地外的公共總喉，連同F地盤業主和其代理人、承判商、工人或僱員攜帶所需工具、設備、機器和材料於所有合理時間經合理事先書面通知（緊急情況除外）為維修、保養和更新所有該等F地盤專用的服務及設施目的進入通行C地盤之權利，惟行使任何副公契第二附表第二部分第5條之權利必須事先給予商業發展項目業主、其他單位（如行使任何副公契第二附表第二部分第5條之權利需進入和通達該等單位）業主及管理人合理通知（緊急情況除外），並須徵取其事先同意，此外並不得干預其他業主持有、使用、佔用與享用其單位之權利或妨礙其單位的出入通行權。行使任何副公契第二附表第二部分第5條之權利的人等施工時應盡量避免造成滋擾，如有損壞則須妥善修復。再者，F地盤業主應承擔安裝、維修、保養和更新此等F地盤專用服務及設施的費用，並且按商業發展項目業主合理釐定的比例分擔任何此等F地盤專用服務及設施於其中、其上或貫穿之安裝和保養的商業發展項目部分的維修及保養費用、和按管理人依照主公契規定合理釐定的比例分擔任何此等F地盤專用服務及設施於其中、其上或貫穿之安裝和保養的第三期內住宅發展項目公用地方部分的維修及保養費用、和

公契的摘要
Summary of deed of mutual covenant

按管理人依照主公契規定合理釐定的比例分擔任何此等F地盤專用服務及設施通過其接駁至F地盤及/或該土地以外之公共總水管的相關第三期內公用地方和公用服務及設施的維修及保養費用。

(V) E地盤（按政府批地文件定義）業主有權在在構成商業發展項目一部分的位處第三期地下低層、地下、一樓、二樓和三樓的停車場範圍、走廊、機房或管槽之內、其上或貫穿該處安裝和保養E地盤專用的服務及設施（包括但不限於污水渠、排水渠和終端沙井），以及將此等服務及設施經第三期內公用地方和公用服務及設施接駁到E地盤及/或該土地外的公共總喉，連同E地盤業主和其代理人、承判商、工人或僱員攜帶所需工具、設備、機器和材料於所有合理時間經合理事先書面通知（緊急情況除外）為維修、保養和更新所有該等E地盤專用的服務及設施目的進入通行C地盤之權利，惟行使任何副公契第二附表第二部分第6條之權利必須事先給予商業發展項目業主、其他單位（如行使任何副公契第二附表第二部分第6條之權利需進入和通達該等單位）業主及管理人合理通知（緊急情況除外），並須徵取其事先同意，此外並不得干預其他業主持有、使用、佔用與享用其單位之權利或妨礙其單位的出入通行權。行使任何副公契第二附表第二部分第6條之權利的人等施工時應盡量避免造成滋擾，如有損壞則須妥善修復。再者，E地盤業主應承擔安裝、維修、保養和更新此等E地盤專用服務及設施的費用，並且按商業發展項目業主合理釐定的比例分擔任何此等E地盤專用服務及設施於其中、其上或貫穿之安裝和保養的商業發展項目部分的維修及保養費用、和按管理人依照主公契規定合理釐定的比例分擔任何此等E地盤專用服務及設施通過其接駁至E地盤及/或該土地以外之公共總水管的相關第三期內公用地方和公用服務及設施的維修及保養費用。

10. 副公契訂立後，第三期住宅發展項目單位、第三期停車場和商業發展項目的業主時刻均須遵守及履行副公契第三附表訂明的契諾、限制和禁制（如適用）並受其約束，包括但不限於：

(a) 不得促使、准許、容許、使用第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方作曬晾用途（指定作該用途的地方除外）或在其內或其上懸掛、放置或儲存任何物品或物件，亦不得容許傭工（或傭工的孩童）或任何其他人士在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或性質的阻塞物妨礙或阻塞第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方任何部分，或准許或容許他人如此妨礙或阻塞該處。管理人有權按其認為合適移走及處理上述任何物件而毋須通知，有關費用由業主承擔。管理人毋須就此對業主或任何其他人士承擔任何責任，每名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並確保其免責。

11. 第三期內單位業主確認位於地下層的屋苑公共道路（該屋苑公共道路屬於第三期內屋苑公用地方）某部分路面下方有現存的公共環路偵測器（「環路偵測器」），而政府可不時執行工程保養和維修環路偵測器，因此屋苑業主須透過管理人作為代表，自費負責移開相關的路面或路蓋（如有）部分，以便政府通達環路偵測器進行保養和維修工程，並且在工程完成後負責還原相關的路面或路蓋（如有）部分。

B. 分配予期數中每個住宅物業的不分割份數的數目

座數	樓層	單位	分配予每個單位之份數
第1座(1A)	6樓	A	1,169*
		B	1,146*
		C	935
		D	905*
	7樓-16樓	A	1,174
		B	1,178
		C	935
		D	895
	17樓	A	1,174
		B	1,151
		C	935
		D	895
	18樓-38樓	A	1,174
		B	1,178
		C	935
		D	895

座數	樓層	單位	分配予每個單位之份數
第1座(1B)	6樓	A	902*
		B	935*
		C	906*
		D	904
	7樓-16樓	A	890
		B	891
		C	903
		D	904
	17樓	A	890
		B	891
		C	903
		D	904
18樓-38樓	A	890	
	B	891	
	C	903	
	D	904	

座數	樓層	單位	分配予每個單位之份數
第2座(2A)	6樓	A	751*
		B	718
		C	707*
		D	680*
		E	689*
		F	711*
	7樓-17樓	A	719
		B	718
		C	694
		D	677
		E	685
		F	695
	18樓-21樓	A	719
		B	718
		C	694
		D	677
		E	685
		F	695
	22樓-39樓	A	719
		B	718
		C	694
		D	677
		E	685
		F	695

座數	樓層	單位	分配予每個單位之份數
第2座(2B)	6樓	A	697
		B	500
		C	500
		D	420
		E	756
		G	740
		H	694
		7樓-17樓	A
	B		500
	C		500
	D		420
	E		756
	G		740
	H		694
	18樓-21樓		A
		B	500
		C	500
		D	420
		E	736
		F	423
		G	725
		H	694
	22樓-39樓	A	697
		B	500
C		500	
D		420	
E		736	
F		423	
G		725	
H		694	

* 連平台

註：第1座(1A及1B)及第2座(2A及2B)並無13樓、14樓、24樓及34樓。

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；及

(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，只按上述方法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。

3. 為免生疑問，於港鐵轉讓第3C期內任何單位之前，第3C期內公用地方和公用服務及設施的管理及保養開支由港鐵獨力承擔，因此在港鐵轉讓任何第3C期內單位之前，於副公契日期已落成第三期部分(即第3A期及第3B期)的單位業主毋須支付第3C期內公用地方和公用服務及設施的任何管理及保養開支。

E. 計算管理費按金的基準

管理費按金金額相當於三(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 Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. 22122801700021 (“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), part of 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 3**” means those parts of the Estate Common Areas situated within Phase 3 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 those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58)(a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) 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 but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched 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 3**” means those services and facilities forming parts of the Estate Common Services and Facilities in, on or under Phase 3 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 (including fire shutters and smoke detectors, four (4) nos. of which fire shutters and four (4) nos. of which smoke detectors are provided along Heung Yip Road); 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 3 but excluding the Residential Development Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities, the Phase 3 Residential Common Services and Facilities and the Phase 3 Car Park Common Services and Facilities.

“**Phase 3 Car Park Common Areas**” means the whole of the Phase 3 Car Park (except those Phase 3 Car Parking Spaces and the Visitors’ Car Parking Spaces in Phase 3) intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Car Parking Spaces and the occupiers and licensees of the Visitors’ Car Parking Spaces in Phase 3 including, but not limited to, parts of the Pedestrian Link in Phase 3, driveways, ramps, corridors, staircases and landings, electrical room, electrical meter rooms, reinforced concrete parapet, protected lobbies, pipe ducts, hose reels and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Car Parking Spaces and the occupiers and licensees of the Visitors’ Car Parking Spaces in Phase 3 but excluding the Estate Common Areas in Phase 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas and the Phase 3 Residential Common Areas; and the Phase 3 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 3 Car Park Common Services and Facilities**” means those services and facilities in on or under Phase 3 and which serve the Phase 3 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 3, the Residential Development Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities and the Phase 3 Residential Common Services and Facilities.

“**Phase 3 Commercial Common Areas**” means such parts of the Phase 3 Greenery Areas within the Commercial Development which are for the purpose of identification only as shown (where possible and capable of being shown) by Green Dotted Lines and Pink Stippled Black on the common areas plans certified as to their accuracy by the Authorized Person and annexed to the SDMC and the parking spaces for disabled persons provided pursuant to Special Condition No.(68) (c)(i) of the Government Grant and designated out of the spaces provided under Special Condition No.(68)(b)(i) of the Government Grant which are for the purpose of identification only as shown (where possible and capable of being shown) coloured Light Pink on the common areas plans certified as to their accuracy by the Authorized Person and annexed to the SDMC and such other parts of the Commercial Development to be designated under the subsequent Sub-Sub-Deed of Mutual Covenant (if any) of the Commercial Development intended for the common use and benefit of the Owners, tenants, occupiers and licensees of the Commercial Development and their bona fide guests, visitors or invitees.

“**Phase 3 Residential and Car Park Common Areas**” means those parts of Phase 3 intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Residential Development and Phase 3 Car Park including, but not limited to parts of the Pedestrian Link in Phase 3, lift lobbies, lift areas, electric meter rooms and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 3 for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Residential Development and Phase 3 Car Park but excluding the Estate Common Areas in Phase 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Phase 3 Residential and Car Park Common Areas are for the purpose of identification shown coloured Yellow Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

“**Phase 3 Residential and Car Park Common Services and Facilities**” means those services and facilities in on or under Phase 3 and which serve the Phase 3 Residential Development and Phase 3 Car Park as a whole including, but not limited to, lifts, cable duct and electrical duct but excluding the Estate Common Services and Facilities in Phase 3, the Residential Development Common Services and Facilities in Phase 3, the Phase 3 Residential Common Services and Facilities and the Phase 3 Car Park Common Services and Facilities.

“**Phase 3 Residential Common Areas**” means those parts of the Phase 3 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Residential Development including, but not limited to, the external walls of the

Sixth Floor and above and part of the external walls of the Upper Podium Floor and below of the buildings erected on Phase 3 (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 3 Balconies and the cladding panels enclosing the exterior pipe ducts)), part of the Phase 3 Greenery Areas (including part of the vertical greenery areas, which are for the purpose of identification only shown (where possible and capable of being shown) by Orange Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC), parts of the areas landscaped under Special Condition No.(26) of the Government Grant (other than the Phase 3 Greenery Areas) within Phase 3, parking space for refuse collection operation, the loading and unloading spaces provided under Special Condition No.(69)(a)(i) of the Government Grant, the Phase 3 Recreational Areas and Facilities, parts of the Pedestrian Link in Phase 3, rain water pump room, fire control centre, potable and flushing water transfer pump room, fire services sprinkler and street fire hydrant transfer pump room, street fire hydrant, fire services check meter cabinet, fire services and sprinkler transfer pump rooms, HEC high voltage lead-in switch rooms, HEC cable lead in trench corridors, air ducts, HEC room, HEC cable riser room, cable riser room, cable riser duct, lift emergency door room, check meter room, check meter cabinets, fire services pump rooms, high voltage switch room trenches, transformer room trenches, low voltage switch rooms, low voltage switch room trenches, cable trenches, sprinkler tanks, fire services and sprinkler pump rooms, fire services tank, open staircases, fan rooms, exhaust flue pipe room, podium deck, flushing water tank and pump rooms, fire services and sprinkler pump and tank room, HEC high voltage switch rooms, HEC transformer rooms, telecommunications and broadcasting equipment room, exhaust air duct, dog house, electrical riser room, generator room, emergency generator room, cleansing and irrigation pump room, lawns, air duct rooms, fire services tank rooms, potable water tank and pump room, potable water pump and tank room, fire services sprinkler pump rooms, air handling unit rooms, potable/flushing water tank and pump room, water tanks, potable water tank room, inaccessible voids, water meter cabinets, refuse storage and material recovery chamber, lift lobbies, fireman’s lift lobbies, shuttle lift lobby, lift areas, lift pits and lift overruns, lift shafts, lift vents, top vents, lift platforms, protected lobbies, corridors,

staircases and landings, electrical rooms, electrical meter rooms, electrical duct rooms, potable/flushing water pump rooms, protected corridors, planters, driveways, ramps, sprinkler control valve room, air-conditioning plinths, pipe wells, fire services water tanks, common flat roofs, air-conditioner platforms, hose reels, extra low voltage ducts, pipe ducts, electrical ducts, refuse storage and material recovery rooms, refuge areas, lift machine rooms, raised platforms, flushing water tank rooms, flushing water tanks, potable water tanks, top roofs, roofs (refuge floors), roofs, covers and roofs of the Phase 3 Balconies, architectural features, covered landscape area which is for the purpose of identification shown coloured Yellow Hexagon Black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC, all structural columns (if any) within or appertaining to any Phase 3 Residential Unit and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 3 Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase 3 Residential Development but excluding the Estate Common Areas in Phase 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas and the Phase 3 Car Park Common Areas; and the Phase 3 Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Stippled Black, Yellow Hatched Black and Yellow Hexagon Black and by Red Dotted Lines and Orange Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

“**Phase 3 Residential Common Services and Facilities**” means those services and facilities in on or under Phase 3 of the Estate and which serve more than one Phase 3 Residential Unit including but not limited to, such signage (if any) showing the name of the Phase 3 Residential Development affixed at the Commercial Development pursuant to the right of the Manager under Clause 4 of Part II of the Second Schedule to the SDMC, 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; cladding but excluding the Estate Common Services and Facilities in Phase 3, the Residential Development Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities and the Phase 3 Car Park Common Services and Facilities.

“**Residential Development Common Areas in Phase 3**” means those parts of the Residential Development Common Areas situated within Phase 3 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 3, part of the Phase 3 Greenery Areas (including part of the vertical greenery areas, which are for the purpose of identification only shown (where possible and capable of being shown) by Purple Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC), parts of the areas landscaped under Special Condition No.(26) of the Government Grant (other than the Phase 3 Greenery Areas) within Phase 3, parts of the Pedestrian Link in Phase 3, the central clubhouse provided pursuant to Special Condition No.(55)(a) of the Government Grant, central garden, lifts, lift lobbies, central clubhouse lift lobby, security room, concierge, pipe ducts, sump pump tank room, staircases, ball court, male lavatory, female lavatory, toilet for disabled persons, reception, store, firemen’s lift lobby, store, security control room, server room, the office for watchman and caretaker provided pursuant to Special Condition No.(56)(a) of the Government Grant, estate management office, air handling unit room, fan room, filtration plant room, electrical room, meeting room, sunken pits, air ducts, open staircase, inaccessible void, the quarter for watchmen and caretaker provided pursuant to Special Condition No.(57)(a) of the Government Grant, passage, driveways, planters, landscape areas, street fire hydrant, part of the external walls of the Upper Podium Floor of the buildings erected on Phase 3, parapet walls, structural walls and columns within or appertaining to the Residential Development in more than one Phase and within Site C and all other common parts specified in Schedule 1 to the Ordinance (if any) 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 but excluding the Estate Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Residential Development Common Areas in Phase 3 are for the purpose of identification shown coloured Red, Red Hatched Black and Red Stippled Black and by Purple Dotted Lines 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 3**” means those services and facilities forming parts of the Residential Development Common Services and Facilities in, on or under Phase 3 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 3, 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 3 but excluding the Estate Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities, the Phase 3 Residential Common Services and Facilities and the Phase 3 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 3 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 3 Residential Unit to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas and the Phase 3 Residential Common Areas and to use the Estate Common Services and Facilities in Phase 3, the Residential Development Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities and the Phase 3 Residential Common Services and Facilities in common with all others having the like right;
 - (b) of a Phase 3 Car Parking Space to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas and the Phase 3 Car Park Common Areas and to use the Estate Common Services and Facilities in Phase 3, the Phase 3 Residential and Car Park Common Services and Facilities

and the Phase 3 Car Park Common Services and Facilities in common with all others having the like right;

- (c) of the Commercial Development to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 3 and to use the Estate Common Services and Facilities in Phase 3 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 3 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/electrical meter rooms of the Phase 3 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 3 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 3 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 3 Car Parking Space (in common with all other persons having the like right) to pass through such parts of the Phase 3 Residential Common Areas and Residential Development Common Areas in Phase 3 as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the owners' corporation office/owners' committee office on the Podium Floor of Phase 3 and the Phase 3 Car Park and to use the Phase 3 Residential Common Services and Facilities and Residential Development Common Services and Facilities in Phase 3 for such purpose.
- (c) The full right and liberty for the Owner for the time being of a Phase 3 Car Parking Space, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon such parts of the Commercial Development

as reasonably designated or re-designated by the Owner or manager of the Commercial Development from time to time for the purposes of escape in case of fire or other emergency or for the purposes of access and egress to and from and use of the Estate Common Areas in Phase 3 and the Phase 3 Residential and Car Park Common Areas on the Lower Ground Floor to the Podium Floor.

- (III)(a) 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 3 Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 3 Car Park Common Areas and to use the Phase 3 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 3, (ii) the refuse storage and material recovery chamber on the Podium Floor forming part of the Phase 3 Residential Common Areas, (iii) other Phase 3 Residential Common Areas and other Residential Development Common Areas in Phase 3 and (iv) the Phase 3 Residential and Car Park Common Areas.
- (b) Subject to the terms of the Government Grant, the PDMC and the SDMC, the full right and liberty for the Owner for the time being of a Phase 3 Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon such parts of the Commercial Development as reasonably designated by the Owner or manager of the Commercial Development for the purpose of access and egress to and from and use of (i) the lifts on the Lower Ground Floor to Podium Floor forming part of the Phase 3 Residential Common Areas and (ii) the Estate Common Areas in Phase 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas and other Phase 3 Residential Common Areas on the Lower Ground Floor to Podium Floor.
- (IV)(a) Without prejudice to the generality of Clause 1(d) of Part I of the Second Schedule to the PDMC, the full right and liberty for the Owner for the time being of the Commercial Development, his servants, agents, tenants and licensees (i) to go, pass and repass over and along and upon such parts of the Residential Development Common Areas in Phase 3 on the Third Floor and Podium Floor, the Phase 3 Residential and Car Park Common Areas on the Lower Ground Floor and Podium Floor, the Phase 3 Residential Common Areas on the

Lower Ground Floor to Podium Floor and the Phase 3 Car Park Common Areas on the Podium Floor and use such Residential Development Common Services and Facilities in Phase 3 (including lift(s)) on the Third Floor and Podium Floor, Phase 3 Residential and Car Park Common Services and Facilities on the Lower Ground Floor and Podium Floor, Phase 3 Residential Common Services and Facilities (including lift(s)) on the Lower Ground Floor to Podium Floor and Phase 3 Car Park Common Services and Facilities (including lift(s), if any) on the Podium Floor as reasonably designated by the Manager for the purpose of access to and from the Commercial Development for the purpose of maintenance of the Commercial Development; and (ii) to carry out any work at/on/in/under the Podium Floor necessary for the inspection, maintenance, repair, reinstatement and/or replacement of the water-proofing membrane of the Commercial Development mentioned in Clause 15 of Section D of the SDMC (which may, if such work cannot be practically carried out without doing so, involve removing or opening up, to the extent necessary, such parts of surface, cover or ground of the Podium Floor forming part of the Common Areas and the Common Services and Facilities in Phase 3 or part of the Phase 3 Car Park) and to be completed within a reasonable period PROVIDED THAT:

- (A) prior written consent of the Manager and (if any Unit is affected by or the entry or access to any Unit is required for the carrying out of such work) prior written consent of the Owner of that Unit shall be obtained provided that where such work cannot be practically carried out without that Unit being so affected or without such entry or access to that Unit, such consent shall not be unreasonably withheld;
- (B) save for as consented in Clause 4(a)(ii)(A) of Part I of the Second Schedule to the SDMC, such work shall neither interfere with other Owners' rights to hold, use, occupy and enjoy their Units nor impede access to and from their Units unless such work cannot be practically carried out without such interference or impediment to access; and
- (C) the Owner for the time being of the Commercial Development, his servants, agents, tenants and licensees shall in exercising the right under Clause 4(a)(ii) of Part I of the Second Schedule to the SDMC cause as little disturbance as possible and shall at their own costs and expenses make good any damage caused to any part of the Estate as a result of the exercise of the right under

Clause 4(a)(ii) of Part I of the Second Schedule to the SDMC and reinstate any part of the Estate damaged or affected by the exercise of the right under Clause 4(a)(ii) of Part I of the Second Schedule to the SDMC.

- (b) The full right and liberty for the Owner of the Commercial Development to install, erect and maintain communal aerial broadcast system and related plinth (including mounting of antennae) which serve the Commercial Development exclusively passing through such parts of the Phase 3 Residential Common Areas as designated by the Manager and the right for the Owner of the Commercial Development, with or without workmen, tools, equipment or machinery, to go, pass and repass over and along and upon such parts of the Phase 3 Residential Common Areas and use such Phase 3 Residential Common Services and Facilities (including lift) as reasonably designated by the Manager for the purpose of access to and from the said communal aerial broadcast system and related plinth for carrying out inspection, affixing, installation, erection, repairs, maintenance, removal, renewal and replacement works of the said communal aerial broadcast system and related plinth Provided That the Owner of the Commercial Development shall make good any damage caused as a result of the exercise of the aforesaid rights and shall keep and maintain the said communal aerial broadcast system and related plinth and such parts of the Tower(s) to which the said communal aerial broadcast system and related plinth are affixed, installed and erected in good repair and condition at its own cost and expense Provided That it will not create any nuisance or interfere with the enjoyment and use by any Owners or occupiers of their Units and the rights and interests of the Owners and occupiers (other than the Owner of the Commercial Development) shall not be adversely affected Provided Further that the exercise of the aforesaid rights shall not impede or restrict other Owners' access to and from their own Units Provided Further that the Owner of the Commercial Development shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the inspection, affixing, installation, erection, repairs, maintenance, removal, renewal and replacement works of the said communal aerial broadcast system and related plinth or any defect therein or the non-repair thereof or any alteration or addition works carried out or caused to be carried out by the Owner of the Commercial Development.
- (c) The right for the Owner for the time being and his servants, agents, licensees, tenants and lawful occupants of the Commercial Development (in common with all other persons

having the like right) to pass through such parts of the Residential Development Common Areas in Phase 3 as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the owners' corporation office/owners' committee office on the Podium Floor of Phase 3 and the Commercial Development and to use the Residential Development Common Services and Facilities in Phase 3 for such purpose.

- 9. Each Share allocated to Phase 3 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 in the Residential Development, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 3 Car Park Common Areas and to use the Phase 3 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 3.
 - (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, 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 C (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 3 at such point or points or part or parts of Site C as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby.
 - (III) The right for the Manager to affix, install, erect, display, renew and replace signage (which shall form part of the Phase 3 Residential Common Services and Facilities) showing the name of the Phase 3 Residential Development at such location(s) of the Commercial Development approved by the Owner or manager of the Commercial Development from time to time at its sole discretion and the right for the Manager, with or without workmen,

tools, equipment or machinery, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into the relevant parts of the Commercial Development for the purposes of inspecting, affixing, installing, erecting, displaying, repairing, maintaining, renewing and replacing the said signage Provided That:

- (a) the size, design and manner of affixation, installation, erection and display of the said signage shall be subject to the prior approval of the Owner or manager of the Commercial Development at its sole discretion;
 - (b) the Manager shall keep and maintain the said signage and the relevant part of the Commercial Development to which the said signage is affixed, installed, erected or displayed in good repair and condition to the satisfaction of the Owner or manager of the Commercial Development;
 - (c) the Manager shall at its own costs and expense make good any damage caused to the Commercial Development as a result of the exercise of the Manager's rights in Clause 4 of Part II of the Second Schedule to the SDMC and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, contractors and authorized persons; and
 - (d) if any alteration, renovation, refurbishment or other works shall be carried out at the Commercial Development by the Owner or manager of the Commercial Development or its authorized person which will affect any of the said signage, the Owner or manager of the Commercial Development shall have the absolute right to remove, reinstate, re-provide and/or relocate such affected signage as the Owner or manager of the Commercial Development shall think fit at the cost and expense of the Owner or manager of the Commercial Development.
- (IV) The right for the Owners of Site F (as defined in the Government Grant) to install and maintain services and facilities (including but not limited to lift pit, carpark and plant room drainage and carpark petrol interceptor) serving Site F exclusively in, on or through the sunken pits located on the Podium Floor of Phase 3 forming part of the Commercial Development, and services and facilities (including but not limited to sewage pipes, drain pipes and terminal manholes) serving Site F exclusively in, on or through the carpark area, corridor, plantroom or pipe duct located on the Lower Ground Floor, Ground Floor, First Floor, Second Floor and Third

Floor of Phase 3 forming part of the Commercial Development, and services and facilities (including but not limited to street fire hydrant supply pipe) serving Site F exclusively in, on or through the carpark area located on the Third Floor of Phase 3 forming part of the Commercial Development, and the plantroom and corridor located on the Podium Floor of Phase 3 forming part of the Residential Development Common Areas in Phase 3, and to connect such services and facilities to Site F and/or the public mains outside the Land via the Common Areas and the Common Services and Facilities within Phase 3 together with the right of access for the Owners of Site F and their agents, contractors, workmen or servants over Site C with all necessary tools, plant, equipment and materials at all reasonable times on reasonable prior written notice (except in case of emergency) for the purpose of repairing, maintaining and renewing all such services and facilities serving Site F exclusively Provided That the exercise of any of the rights in Clause 5 of Part II of the Second Schedule to the SDMC shall be on reasonable prior notice (except in an emergency) to and require prior consent from the Owner of the Commercial Development, the Owners of other Units (where the entry into or access to those Units is required for exercising any of the rights in Clause 5 of Part II of the Second Schedule to the SDMC) and the Manager and shall neither interfere with other Owners' right to hold, use, occupy and enjoy their own Units nor impede access to and from their own Units and the persons exercising any of the rights in Clause 5 of Part II of the Second Schedule to the SDMC shall cause as little disturbance as possible and shall repair and make good any damage caused thereby and Provided Further That the Owners of Site F shall be responsible for the cost of installing, repairing, maintaining and renewing such services and facilities serving Site F exclusively and also contribute to the cost of repair and maintenance of the parts of the Commercial Development in, on or through which any of such services and facilities serving Site F exclusively are installed and maintained in such proportion as the Owner of the Commercial Development shall reasonably determine and to the cost of repair and maintenance of the parts of the Residential Development Common Areas in Phase 3 in, on or through which any of such services and facilities serving Site F exclusively are installed and maintained in such proportion as the Manager shall reasonably determine in accordance with the provisions of the PDMC and to the cost of repair and maintenance of the relevant Common Areas and Common Services and Facilities within Phase 3 via which any of such services and facilities serving Site F exclusively are connected to Site F and/or the public mains outside the Land in such proportion as the Manager shall reasonably determine in accordance with the provisions of the PDMC.

- (V) The right for the Owners of Site E (as defined in the Government Grant) to install and maintain services and facilities (including but

not limited to sewage pipes, drain pipes and terminal manholes) serving Site E exclusively in, on or through the carpark area, corridor, plantroom or pipe duct located on the Lower Ground Floor, Ground Floor, First Floor, Second Floor and Third Floor of Phase 3 forming part of the Commercial Development, and to connect such services and facilities to Site E and/or the public mains outside the Land via the Common Areas and the Common Services and Facilities within Phase 3 together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Site C with all necessary tools, plant, equipment and materials at all reasonable times on reasonable prior written notice (except in case of emergency) for the purpose of repairing, maintaining and renewing all such services and facilities serving Site E exclusively Provided That the exercise of any of the rights in Clause 6 of Part II of the Second Schedule to the SDMC shall be on reasonable prior notice (except in an emergency) to and require prior consent from the Owner of the Commercial Development, the Owners of other Units (where the entry into or access to those Units is required for exercising any of the rights in Clause 6 of Part II of the Second Schedule to the SDMC) and the Manager and shall neither interfere with other Owners' right to hold, use, occupy and enjoy their own Units nor impede access to and from their own Units and the persons exercising any of the rights in Clause 6 of Part II of the Second Schedule to the SDMC shall cause as little disturbance as possible and shall repair and make good any damage caused thereby and Provided Further That The Owners of Site E shall be responsible for the cost of installing, repairing, maintaining and renewing such services and facilities serving Site E exclusively and also contribute to the cost of repair and maintenance of the parts of the Commercial Development in, on or through which any of such services and facilities serving Site E exclusively are installed and maintained in such proportion as the Owner of the Commercial Development shall reasonably determine and to the cost of repair and maintenance of the relevant Common Areas and Common Services and Facilities within Phase 3 via which any of such services and facilities serving Site E exclusively are connected to Site E and/or the public mains outside the Land in such proportion as the Manager shall reasonably determine in accordance with the provisions of the PDMC.

10. The Owners of a Unit in the Phase 3 Residential Development, the Phase 3 Car Park and the Commercial Development shall at all times after the execution of the SDMC 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 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 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 3, the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 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.

11. The Owners of Units in Phase 3 acknowledge that there exists a public loop detector ("Loop Detector") below the road surface of a part of the common estate road on the Ground Floor (which common estate road forms part of the Estate Common Areas in Phase 3) and the Government may carry out maintenance and repair works in relation to the Loop Detector from time to time. Owners of the Estate shall, at their own cost and expense acting through the Manager, be responsible for removing such parts of road surface or road cover(s) (if any) to allow access to the Loop Detector by the Government for the said maintenance and repair works and upon completion thereof, be responsible for reinstating such parts of road surface or road cover(s) (if any).

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

Tower	Floor	Unit	No. of Shares allocated to each Unit
Tower 1 (1A)	6/F	A	1,169*
		B	1,146*
		C	935
		D	905*
	7/F-16/F	A	1,174
		B	1,178
		C	935
		D	895
	17/F	A	1,174
		B	1,151
		C	935
		D	895
	18/F-38/F	A	1,174
		B	1,178
		C	935
		D	895

Tower	Floor	Unit	No. of Shares allocated to each Unit
Tower 1 (1B)	6/F	A	902*
		B	935*
		C	906*
		D	904
	7/F-16/F	A	890
		B	891
		C	903
		D	904
	17/F	A	890
		B	891
		C	903
		D	904
	18/F-38/F	A	890
		B	891
		C	903
		D	904

Tower	Floor	Unit	No. of Shares allocated to each Unit
Tower 2 (2A)	6/F	A	751*
		B	718
		C	707*
		D	680*
		E	689*
		F	711*
	7/F-17/F	A	719
		B	718
		C	694
		D	677
		E	685
		F	695
	18/F-21/F	A	719
		B	718
		C	694
		D	677
		E	685
		F	695
	22/F-39/F	A	719
		B	718
		C	694
		D	677
		E	685
		F	695

Tower	Floor	Unit	No. of Shares allocated to each Unit
Tower 2 (2B)	6/F	A	697
		B	500
		C	500
		D	420
		E	756
		G	740
		H	694
		7/F-17/F	A
	B		500
	C		500
	D		420
	E		756
	G		740
	H		694

公契的摘要
Summary of deed of mutual covenant

Tower 2 (2B)	18/F-21/F	A	697
		B	500
		C	500
		D	420
		E	736
		F	423
		G	725
		H	694
	22/F-39/F	A	697
		B	500
		C	500
		D	420
		E	736
		F	423
		G	725
		H	694

* with flat roof(s) appertaining thereto

Note: There are no designations of 13/F, 14/F, 24/F and 34/F in Tower 1 (1A and 1B) and Tower 2 (2A and 2B).

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.

3. For the avoidance of doubt, the management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 3C before MTR assigns any Unit in Phase 3C shall be borne by MTR solely so that the Owners of Units in the completed parts of Phase 3 as at the date of the SDMC (i.e. Phase 3A and Phase 3B) shall not be liable for the payment of any management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 3C before MTR assigns any Unit in Phase 3C.

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.

1. 期數位於香港仔內地段467號(「**該地段**」)C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(經一份日期為2022年8月1日並於土地註冊處以註冊摘要編號第22081601170068號註冊的修正契所修正)(「**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個月屆滿當日（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)(c)條

- 「(c) 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(c)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：

住宅公用地方整體總樓面面積	X	<p>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</p> <hr/> <p>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</p>	<p>(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。</p>	<p>(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。</p> <p>(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。</p>
<p>(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。</p>	<p>(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）：</p>	<p>(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。」</p>	<p><u>特別條款第(69)(a)及(b)條</u></p>	
<p>(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。</p>	<p>(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」）；</p>	<p>「(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：</p>	<p>(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</p>	
<p>(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。</p>	<p>(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</p>	<p>(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。</p>	<p>(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，</p>	
<p>(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。</p>	<p>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。</p>	<p>(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。</p>	<p>(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。</p>	
<p>(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。</p>	<p>(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。</p>	<p>(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。」</p>	<p><u>特別條款第(70)條</u></p>	

「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《公眾衛生及市政條例》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
(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
(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
(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 C 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 (as rectified by a Deed of Rectification dated 1 August 2022 and registered in the Land Registry by Memorial No. 22081601170068) (“**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 Ia 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:

$$\frac{\text{The total gross floor area of Residential Common Area}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}} \times \text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}$$

- (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
(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
(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
(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)、(d)、(c)、(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。
- (c) 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』指屋苑中提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)的其中部分、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)。屋苑公用地方於將就任何一期數訂立的任何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「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者)，以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有)，但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第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)或連接至行人連接道及有蓋行人通道(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。」

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)(I)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。」

主公契第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。」

主公契第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。」

主公契第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；及
- (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。」

主公契第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；」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第J章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)(I)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。」

主公契第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。」

主公契第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。」

主公契第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；及
- (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。」

主公契第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；」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第E章第9(a)條

「(a) 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。」

主公契第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；」

主公契第G章第1(c)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。」

主公契第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。」

主公契第J章第1條但書

「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。」

主公契第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、改建、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、按批地文件特別條款第(59)(c)條提供的有蓋行人通道的其中部分、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。」

副公契中「商業發展項目」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇，現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇，以及公共休憩空間(按政府批地文件特別條款第(43)(a)條定義)，包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆(現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途)、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位(根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供)、指定供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問，包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆，但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施，以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料，但不包括構成以下範圍的部分：車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示)；」

副公契第D章第12條

- 「(a) 商業樓宇(按政府批地文件特別條款第(48)(b)條定義)業主須在整個年期內按照政府批地文件特別條款第(43)(b)條規定,自費修理、保養、維修和管理公共休憩空間(按政府批地文件特別條款第(43)(a)條定義,現於本文所夾附經認可人士核證準確的圖則上以粉紅色加黑六角形顯示作辨認用途)連同其上一切物件,以全面令署長滿意。
- (b) 商業樓宇(按政府批地文件特別條款第(48)(b)條定義)業主須在公共休憩空間建築完成後及整個年期內:
- (i) 按照政府批地文件特別條款第(43)(c)(i)條規定,保持公共休憩空間每日24小時開放給所有公眾人士時刻不受阻礙地免費使用及享受;及
- (ii) 按照政府批地文件特別條款第(43)(c)(ii)條規定,自費以署長滿意的方式在顯眼位置張貼告示通知公眾公共休憩空間乃開放予公眾使用,並列明開放時間及署長不時要求的其他相關資料。」

6. 行人通道

批地文件的相關條文:

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』指屋苑中提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)的其中部分、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構(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構(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)。屋苑公用地方於將就任何一期數訂立的任何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「商業發展項目」、「第三期內屋苑公用地方」及「第三期內行人通道」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇,現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇,以及公共休憩空間(按政府批地文件特別條款第(43)(a)條定義),包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆(現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途)、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位(根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供)、指定

供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問,包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆,但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施,以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料,但不包括構成以下範圍的部分:車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示);」

「『第三期內屋苑公用地方』指位於第三期內提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分,包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問,包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者),以及該條例附表1訂明提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有),但不包括第三期內住宅發展項目公用地方、

第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

「『第三期內行人通道』指根據政府批地文件特別條款第(59)(c)條規定在C地盤提供或將提供的有蓋行人通道，現於本文所夾附經認可人士核證準確的圖則上以靛藍色加黑交叉線及粉紅色加黑交叉線顯示作辨認用途；」

主公契第二附表第II部分第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）或連接至行人連接道及有蓋行人通道（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小時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；及

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部分第3條

「在毋損主公契第二附表第II部分第3條保留予港鐵之權利的一般規定，港鐵有權於事先發出合理書面通知（緊急情況除外）後，攜帶所有必需工具、設備、機器和物料以及單獨或聯同傭工、工人及其他人，於所有合理時間進入C地盤任何部分（港鐵已出售或轉讓的單位除外），以按不時需要在C地盤一處或多處地點或部分提供、建造和維修第三期內行人通道，但施工須盡量避免造成滋擾，如有損壞則須修復。」

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』指屋苑中提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）的其中部分、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）。屋苑公用地方於將就任何一期數訂立的任何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。」

副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者)，以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有)，但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第二附表第II部分第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。」

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. 第一預留範圍內的現存服務設施及鐵路相關構築物

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) 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：

主公契第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. 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)、(c)、(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）的其中部分、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）。屋苑公用地方於將就任何一期數訂立的任何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「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防

喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱（為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆）、設施坑道（或當中部分）、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件（但不包括構成車站或車廠一部分者），以及該條例附表I訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分（如有），但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第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）或連接至行人連接道及有蓋行人通道（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、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、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。」

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)(1)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。」

主公契第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。」

主公契第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。」

主公契第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；及

(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。」

主公契第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；」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第J章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)(I)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。」

主公契第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。」

主公契第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。」

主公契第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；及

(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。」

主公契第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；」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第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。」

主公契第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公契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。」

主公契第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。」

主公契第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』指屋苑中提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）的其中部分、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）。屋苑公用地方於將就任何一期數訂立的任何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「商業發展項目」、「第三期內屋苑公用地方」及「第三期內行人通道」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇，現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇，以及公共休憩空間（按政府批地文件特別條款第(43)(a)條定義），包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆（現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途）、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位（根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供）、

指定供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問,包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆,但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施,以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料,但不包括構成以下範圍的部分:車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示);

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分,包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問,包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者),以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有),但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公

用地方及第三期停車場公用地方;而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途;」

「『第三期內行人通道』指根據政府批地文件特別條款第(59)(c)條規定在C地盤提供或將提供的有蓋行人通道,現於本文所夾附經認可人士核證準確的圖則上以靛藍色加黑交叉線及粉紅色加黑交叉線顯示作辨認用途;」

主公契第二附表第II部分第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)或連接至行人連接道及有蓋行人通道(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小時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;及

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部分第3條

「在毋損主公契第二附表第II部分第3條保留予港鐵之權利的一般規定,港鐵有權事先發出合理書面通知(緊急情況除外)後,攜帶所有必需工具、設備、機器和物料以及單獨或聯同傭工、工人及其他人,於所有合理時間進入C地盤任何部分(港鐵已出售或轉讓的單位除外),以按不時需要在C地盤一處或多處地點或部分提供、建造和維修第三期內行人通道,但施工須盡量避免造成滋擾,如有損壞則須修復。」

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』指屋苑中提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）的其中部分、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）。屋苑公用地方於將就任何一期數訂立的任何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。」

副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱（為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆）、設施坑道（或當中部分）、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件（但不包括構成車站或車廠一部分者），以及該條例附表1訂明提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分（如有），但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第二附表第II部分第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)	提供公共休憩空間	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), part of 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 3” in SDMC

““Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 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 those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58) (a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) 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 but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched 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.”

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) 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.”

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 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), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) 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.”

Definition of “Commercial Development” in SDMC

“ “Commercial Development” means and includes 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 the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), including but not limited to the horizontal noise barrier of the Phase 3 Noise Mitigation Measures, the Phase 3 Commercial Common Areas, parts of the Pedestrian Link in Phase 3, the external walls thereof (which for identification purpose only as shown and coloured Pink on the elevation plans certified as to their accuracy by the Authorized Person and annexed hereto), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors and invitees (which spaces are provided under Special Condition Nos.(68)(b)(i) and (68)(d)(i)(III) of the Government Grant), the spaces for loading and unloading of goods vehicles designated for use by the Commercial Accommodation (which spaces are provided pursuant to Special Condition No.(69)(a)(ii) of the Government Grant) and the associated driveways and circulation areas, parts of the Pedestrian Walkway in Phase 3, all the floor and ceiling slabs within the Commercial Development, all structural columns and all structural or non-structural and non-load bearing walls within and appertaining to the Commercial Development (which, for the avoidance of doubt, include such non-structural and non-load bearing walls abutting on the Common Areas and the Common Services and Facilities in Phase 3 but exclude the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development and the finishes, plaster and covering (which face the Common Areas and the Common Services and Facilities) of any walls abutting on the Common Areas and the Common Services and Facilities), those parts of the podium roof slab with single slab between the Commercial Development and such other parts of Phase 3 above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), those parts of the podium roof slab with single slab between the Commercial Development and other Phase(s) above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), roof and flat roof areas (which are for identification purpose only shown coloured Pink Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), all entrances, lifts, lift shafts, lobbies, lift lobbies, staircases, escalators, lavatories, corridors, fire shutters, all transformer rooms and associated facilities, utilities services trenches and pits, pipes, drains, ducts, cables, wirings and facilities which exclusively serve the Commercial Development or any part thereof, all plant rooms, areas and facilities relating thereto or exclusively serving the same, refuse chamber, ancillary facilities as well as all the finishes of the Commercial Development but excluding those areas forming parts of the Station (which parts are for identification purpose only shown coloured Grey on the plans certified as to their accuracy by the Authorized Person and annexed hereto),

Depot (which parts are for identification purpose only shown coloured Grey Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Phase 3 Residential Development, Phase 3 Car Park, Estate Common Areas in Phase 3, Residential Development Common Areas in Phase 3, Phase 3 Residential and Car Park Common Areas, Phase 3 Residential Common Areas and Phase 3 Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) by Green Dotted Lines and coloured Pink, Pink Stippled Black, Pink Hatched Black, Pink Cross-hatched Black, Pink Hexagon Black and Light Pink on the common areas plans and elevation plans certified as to their accuracy by the Authorized Person and annexed hereto;”

Clause 12 of Section D of SDMC

- “(a) The Owner of the Commercial Accommodation (as defined in Special Condition No.(48)(b) of the Government Grant) shall throughout the Term at his own expense upkeep, maintain, repair and manage the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant and which is for identification purpose only shown coloured Pink Hexagon Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto) together with everything thereon in all respects to the satisfaction of the Director in compliance with Special Condition No.(43)(b) of the Government Grant.
- (b) The Owner of the Commercial Accommodation (as defined in Special Condition No.(48)(b) of the Government Grant) shall upon completion of construction of the Public Open Space throughout the Term:
 - (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 in compliance with Special Condition No.(43)(c)(i) of the Government Grant; 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 in compliance with Special Condition No.(43)(c)(ii) of the Government Grant. ”