

6. Pedestrian Walkway

Relevant provisions of the land grant:

Special Condition No.(59) (c), (d) and (e)

“(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

- (d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.
- (e) The Grantee shall throughout the term hereby agreed to be granted keep the covered pedestrian walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.”

Relevant provisions of the deed of mutual covenant:

Definition of “Estate Common Areas” in PDMC

““Estate Common Areas” means those parts of the Estate which are

intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), 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;”

Definitions of “Commercial Development”, “Estate Common Areas in Phase 3” and “Pedestrian Walkway in Phase 3” 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;”

““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;”

“ “Pedestrian Walkway in Phase 3” means those parts of the covered pedestrian walkway provided or to be provided in Site C pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Pink Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

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

“The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the

proper use and enjoyment of the Government Accommodation shall not be affected.”

Clause 4(c) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

Clause 3 of Part II of the Second Schedule to SDMC

“ Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed, 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.”

7. Passage Area

Relevant provisions of the land grant:

Special Condition No.(61)(a)-(f) and (h)

- “(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space, extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as “the Passage Area”).
- (b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.
- (c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.
- (d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.
- (e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.

- (h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition.”

Relevant provisions of the deed of mutual covenant:

Definitions of “Estate Common Areas” and “Passage Area” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), 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;”

“ “Passage Area” means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant;”

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 4(d) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

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

1. Existing utilities and railway related structures within the First Reserved Area

Relevant provisions of the land grant:

Special Condition No.(11)(a) and (b)

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

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

Relevant provisions of the deed of mutual covenant:

Clause 8(b) of Section E of PDMC

“MTR as Owner of the Station and the Depot shall be responsible at its own costs and expenses to maintain, repair and replace the existing utilities and railway related structures within the First Reserved Area (as defined in Special Condition No.(10)(a) of the Government Grant) in all respects to the satisfaction of the Director in accordance with Special Condition No.(11)(a) of the Government Grant.”

2. Footbridge Associated Structures and Future Footbridge Associated Structures

Relevant provisions of the land grant:

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

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

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

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to

enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

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

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

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

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof.”

Relevant provisions of the deed of mutual covenant:

Definitions of “Estate Common Areas” and “Station” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), 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.”

3. Green Area and Structures

Relevant provisions of the land grant:

Special Condition No.(13)(a)

“(a) The Grantee shall:

- (i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan Ia annexed hereto (hereinafter referred to as “the Green Area”); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

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

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant, constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area shall have been re-delivered in accordance with Special Condition No. (14) hereof.”

Special Condition No.(14)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (13) hereof or otherwise.”

Special Condition No.(15)

“The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) hereof.”

Special Condition No.(16)

“The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (13)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(b) hereof and any other works which the Director may consider necessary in the Green Area.”

Relevant provisions of the deed of mutual covenant:

Definitions of “Green Area” and “Structures” in PDMC

“ “Green Area” means those portions of public roads laid and formed and future public roads to be laid and formed by MTR at the area shown coloured green on Plan Ia annexed to the Government Grant

pursuant to Special Condition No.(13)(a)(i)(I) of the Government Grant;”

“ “Structures” means the Structures as defined in Special Condition No.(13)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

(i) the notice convening the meeting shall have been duly given and

shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”

Clause 1(b)(ii) of Section G of PDMC

“The function of the Development Owners’ Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”

Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

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

4. Stippled Green Area and Stippled Green Area Structures

Relevant provisions of the land grant:

Special Condition No.(17)(a)

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due

Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground, level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as “the Stippled Green Area”). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Stippled Green Area Structures”)

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

- (ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and
- (iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof.”

Special Condition No.(18)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area allow free access over and along the Stippled Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (17) hereof or otherwise.”

Special Condition No.(19)

“The Grantee shall not without the prior written consent of the Director use the Stippled Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17) hereof.”

Special Condition No.(20)

“The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Stippled Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (17)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (17)(b) hereof and any other works which the Director may consider necessary in the Stippled Green Area.”

Relevant provisions of the deed of mutual covenant:

Definitions of “Stippled Green Area” and “Stippled Green Area Structures” in PDMC

““Stippled Green Area” means those portions of public roads laid and

formed and future public roads to be laid and formed by MTR in the air stratum shown coloured stippled green on Plan Ia annexed to the Government Grant between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels pursuant to in Special Condition No.(17)(a)(i)(I) of the Government Grant;”

“ “Stippled Green Area Structures” means the Stippled Green Area Structures as defined in Special Condition No.(17)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the

Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”

Clause 1(b)(ii) of Section G of PDMC

“The function of the Development Owners’ Committee shall be to:

- (ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development

Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”

Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

“The Manager, or in the absence of the Manager, the Owners’ Corporation or the Chairman of the Development Owners’ Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Green Area, the Structures, the Stippled Green Area and/or the Stippled Green Area

Structures or any part thereof and deliver the Green Area, the Structures, the Stippled Green Area and/or the Stippled Green Area Structures or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.”

Clause 5(b)(II) of Section J of PDMC

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

5. Items

Relevant provisions of the land grant:

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

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

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
 - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

Relevant provisions of the deed of mutual covenant:

Definition of “Items” in PDMC

“ “Items” means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural

elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Development as referred to in Special Condition No.(42)(a) of the Government Grant;”

Clause 5 of Section C of PDMC

“A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates PROVIDED THAT if any part of the Party Wall shall form part of the Items, such part of the Party Wall shall be maintained by the Owners of the Units in Site A (save and except the Owner of the Government Accommodation) in accordance with Clause 9(b) of Section E of this Deed.”

Clause 9(b) of Section E of PDMC

“The Owners of Units in Site A (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items subject to any contribution by FSI under sub-clause (a) of this Clause and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.”

Clause 1(b)(xii) of Section I of PDMC

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

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

6. Pedestrian Walkway

Relevant provisions of the land grant:

Special Condition No.(59) (c), (d) and (e)

“(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

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

Relevant provisions of the deed of mutual covenant:

Definition of “Estate Common Areas” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition

solely for management and maintenance purposes), 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;”

Definitions of “Commercial Development”, “Estate Common Areas in Phase 3” and “Pedestrian Walkway in Phase 3” 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;”

“ “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;”

“ “Pedestrian Walkway in Phase 3” means those parts of the covered pedestrian walkway provided or to be provided in Site C pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Pink Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

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

“The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.”

Clause 4(c) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

Clause 3 of Part II of the Second Schedule to SDMC

“Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed, 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.”

7. Passage Area

Relevant provisions of the land grant:

Special Condition No.(61)(a)-(f) and (h)

- “(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space, extending upwards from the ground level or levels thereof to a

height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as “the Passage Area”).

- (b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.
- (c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.
- (d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.
- (e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.
- (h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of

ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition.”

Relevant provisions of the deed of mutual covenant:

Definitions of “Estate Common Areas” and “Passage Area” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), 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;”

“ “Passage Area” means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant;”

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 4(d) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

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

Not applicable

D. Part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable

In relation to any of those facilities and open spaces, and those parts of the land, mentioned above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

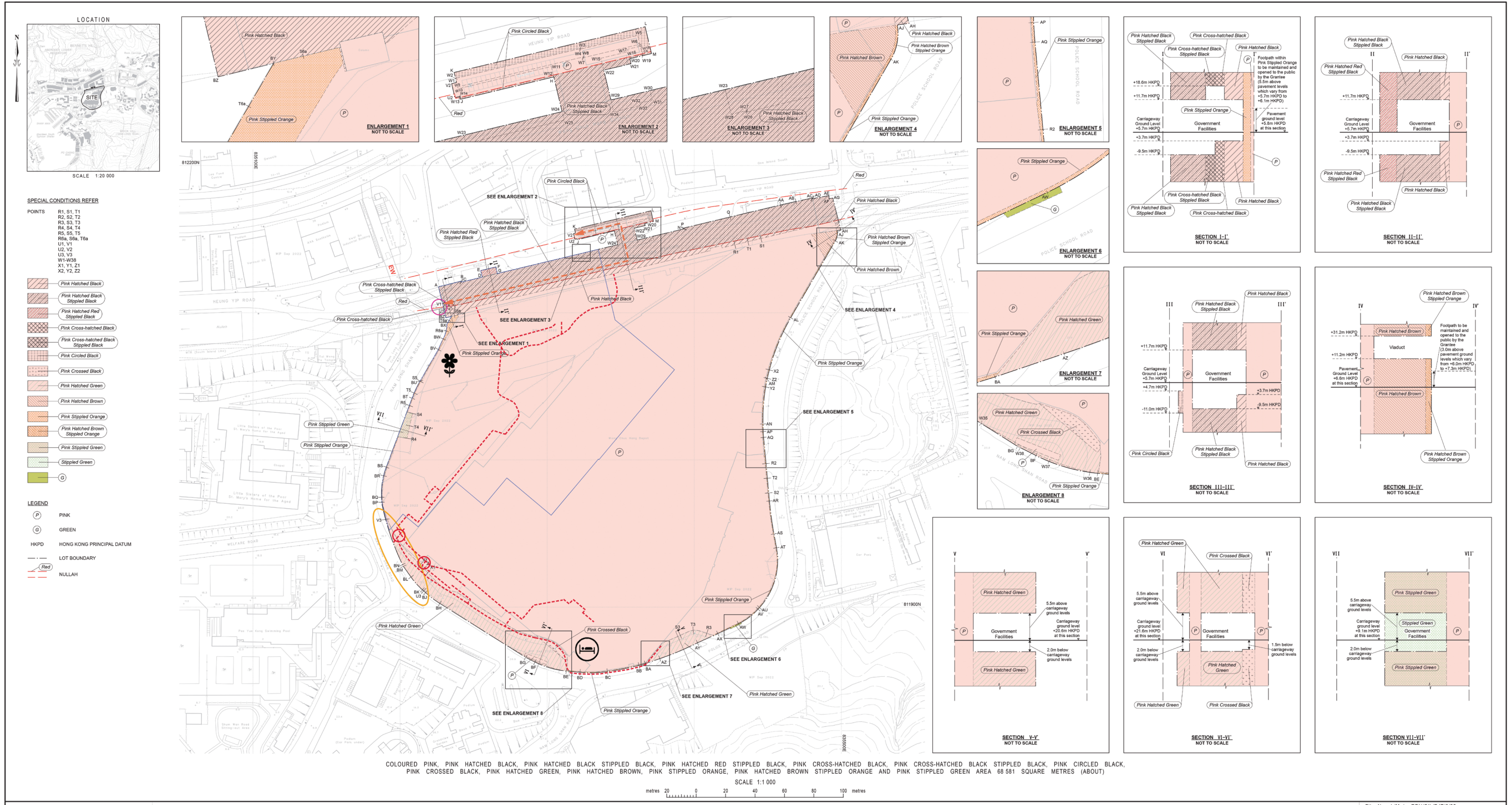
In relation to any of those facilities and open spaces mentioned in Part B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties of the Phase, and those owners are required to meet a proportion of the expense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

Notes:

1. In this Section, any reference to “Special Condition” shall be a reference to a Special Condition in the Land Grant, and “PDMC” and “SDMC” shall mean the Principal Deed of Mutual Covenant and Management Agreement of the Development registered in the Land Registry by Memorial No. 22122801700021 and the latest draft Sub-Deed of Mutual Covenant and Management Agreement of the Phase respectively.
2. Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307 (“the Letter”), the dates for completion of development, construction, formation or provision (as the case may be) of the following areas and facilities under the Land Grant will be amended as follows:-

Special Condition No.	Description	To be completed on or before
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027

公共設施及公眾休憩用地的資料
Information on public facilities and public open spaces



ABERDEEN INLAND LOT No. 467

FOR IDENTIFICATION PURPOSES ONLY
Railway Development Section
Lands Department
Plan Prepared by Railway Development Survey Unit
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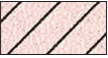



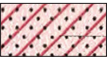


















File No. L/M to RDU/SIL/PJT/8/22
Survey Sheet No. 11-SW-24C, 24D, 15-NW-4A & 4B
Layout Plan No.
Reference Plan No. RD1251-Dic (SHEET 1 OF 7)
PLAN No. RDM2008

Date : 10/11/2022

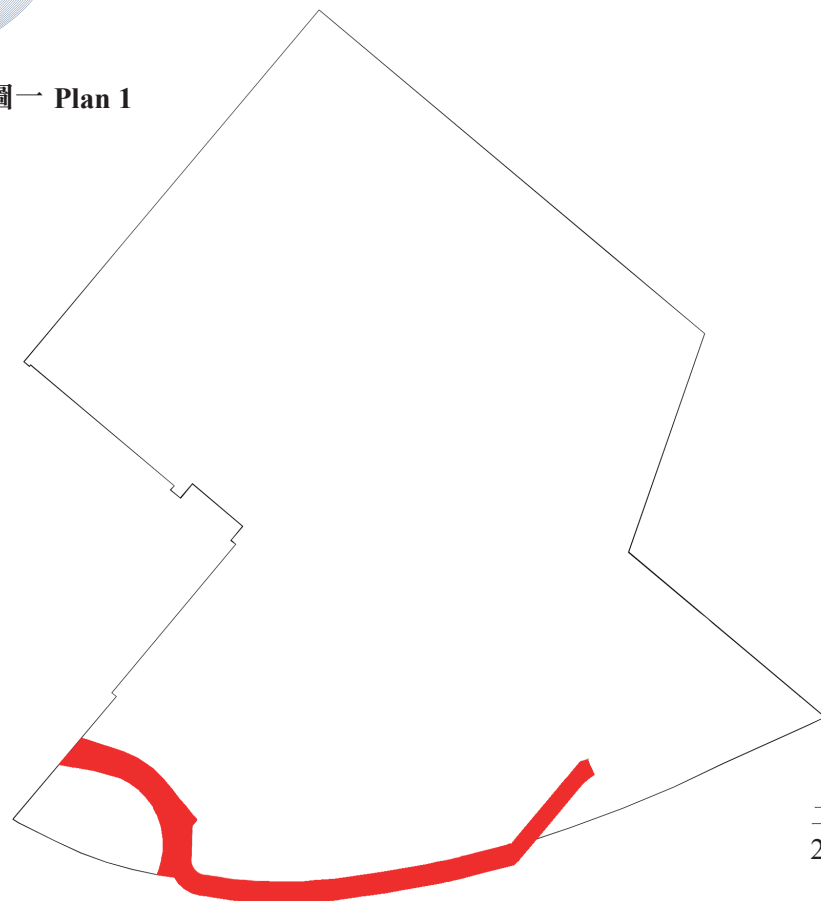
備註：
此圖複製附於批地文件的圖則Ia，有需要處經修正處理，以顯示相關公共設施的位置。

Remark:
This plan is a reproduction of Plan Ia as annexed to the Land Grant, with adjustments where necessary, which shows the location of the relevant public facilities.

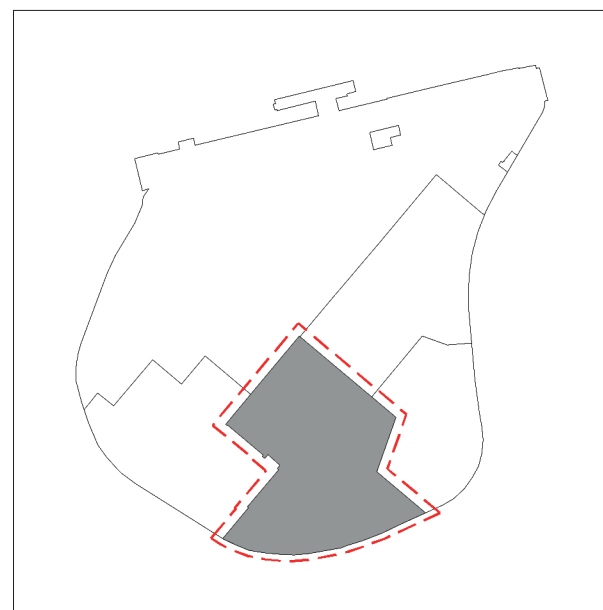
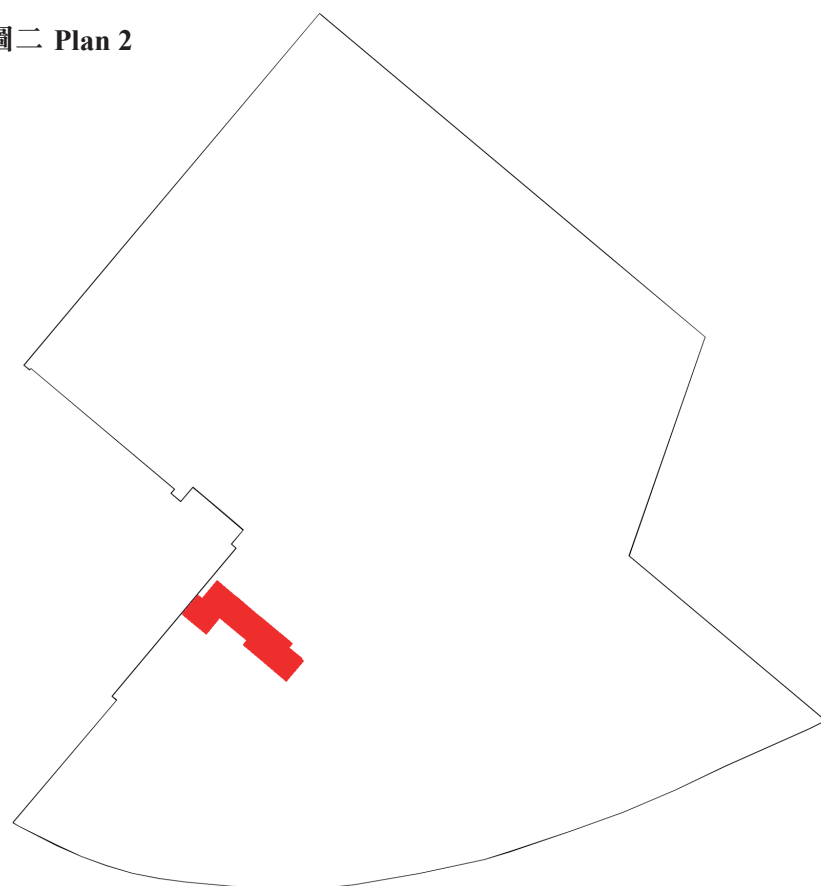
圖例
Legend

	粉紅色間黑斜線範圍 Pink Hatched Black		政府樓宇 (綜合職業復康服務中心及中度弱智人士宿舍) Government Accommodation (Integrated Vocational Rehabilitation Services Centre and Hostel for Moderately Mentally Handicapped Persons)
	粉紅色間黑斜線加黑點範圍 Pink Hatched Black Stippled Black		公眾休憩用地，總面積不少於1,300平方米 Public Open Space with a total area of not less than 1,300 square metres
	粉紅色間紅斜線加黑點範圍 Pink Hatched Red Stippled Black		地盤C界線 Boundary of Site C
	粉紅色間黑十字線範圍 Pink Cross-hatched Black		已建之行人通道 As-Built Pedestrian Walkway
	粉紅色間黑十字線加黑點範圍 Pink Cross-hatched Black Stippled Black		公眾行人通道 (於黃竹坑站營運時間內開放) Public Pedestrian Access during the operation hours of the Wong Chuk Hang Station
	粉紅色加黑圓形範圍 Pink Circled Black		現有行人天橋 Existing Footbridge
	粉紅色加黑十字範圍 Pink Crossed Black		行人天橋相關結構 Footbridge Associated Structure
	粉紅色間綠色斜線範圍 Pink Hatched Green		未來行人天橋可能位處於U3及V3兩點之間的位置 Future Footbridge which may be located at a position between the points U3 and V3
	粉紅色間棕色斜線範圍 Pink Hatched Brown		未來行人天橋相關結構 Future Footbridge Associated Structures
	粉紅色加橙色點範圍 Pink Stippled Orange		
	粉紅色間棕色斜線橙加橙色點範圍 Pink Hatched Brown Stippled Orange		
	粉紅色加綠色點範圍 Pink Stippled Green		
	綠色點範圍 Stippled Green		
	綠色範圍 Green Area		

圖一 Plan 1



圖二 Plan 2



比例：0 10 20 30 40
Scale: METERS 米

備註：

本圖僅作顯示已建之行人通道的位置。本圖中所示之其他事項未能反映其最新狀況。

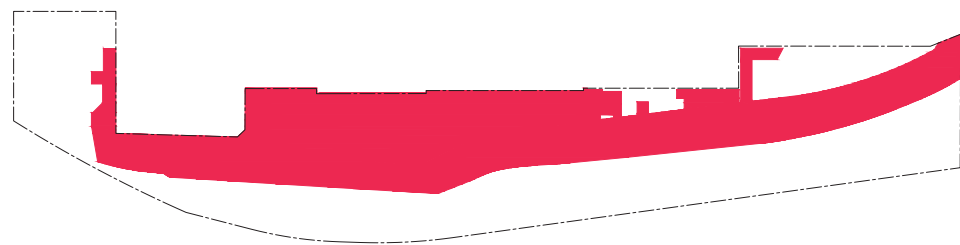
Remark :

The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

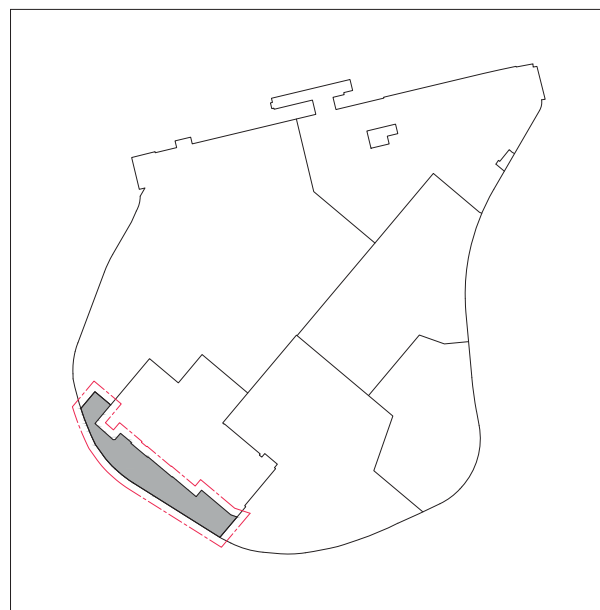
圖例 LEGEND

- 已建之行人通道
- As-Built Pedestrian Walkway

圖三 Plan 3



二樓平面圖
2/F FLOOR PLAN

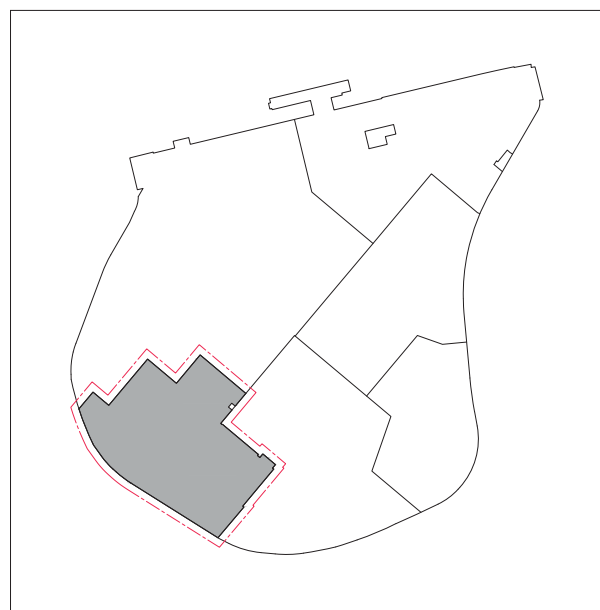


索引圖 KEY PLAN

圖四 Plan 4



三樓平面圖
3/F FLOOR PLAN



索引圖 KEY PLAN

備註：


本圖僅作顯示已建之行人通道的位置。本圖中所示之其他事項未能反映其最新狀況。

Remark :

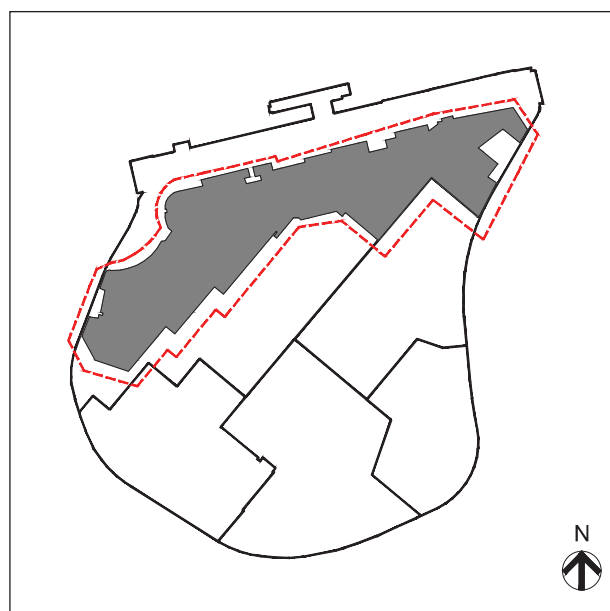
The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖例 LEGEND

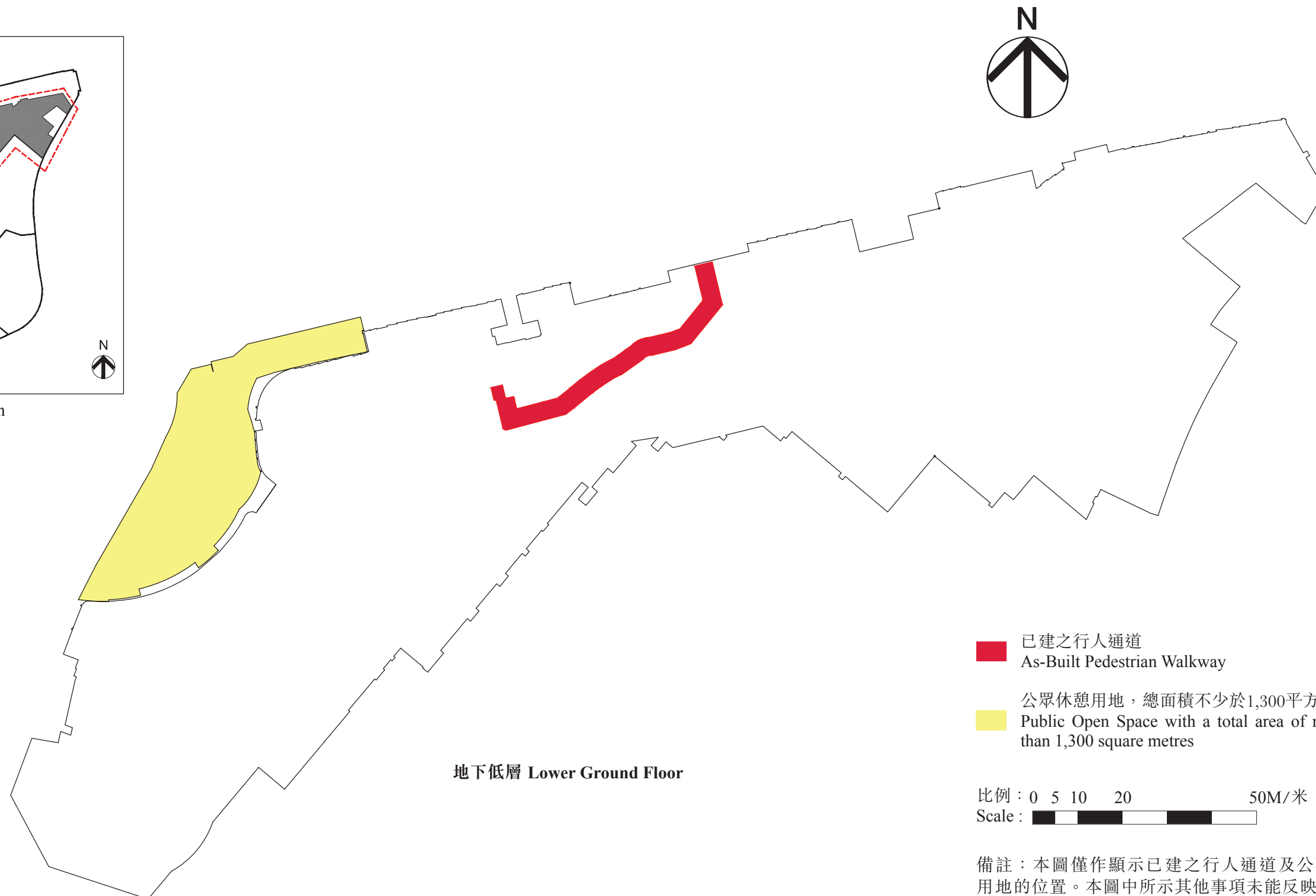
 已建之行人通道
As-Built Pedestrian Walkway

比例：0 10 20 30 40
Scale:  METERS 米

圖五 Plan 5



索引圖 Key Plan



地下低層 Lower Ground Floor

■ 已建之行人通道
As-Built Pedestrian Walkway

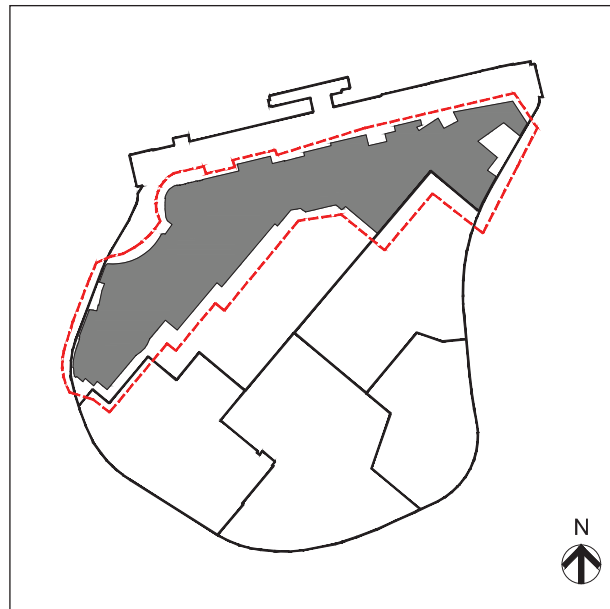
■ 公眾休憩用地，總面積不少於1,300平方米
Public Open Space with a total area of not less than 1,300 square metres

比例：0 5 10 20 50M/米
Scale:

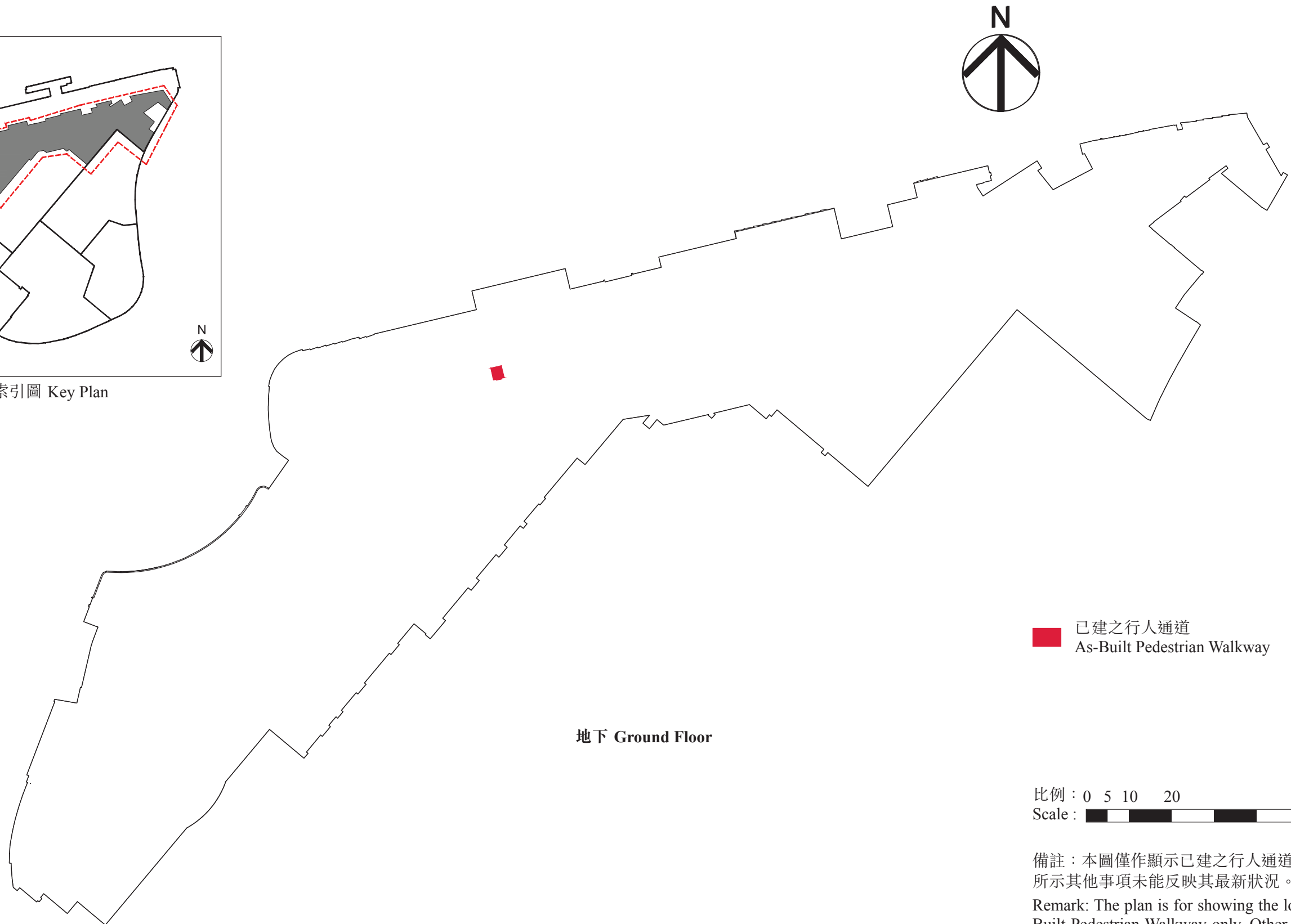
備註：本圖僅作顯示已建之行人通道及公眾休憩用地的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway and Public Open Space only. Other matters shown in the plan may not reflect their latest condition.

圖六 Plan 6




索引圖 Key Plan



地下 Ground Floor

■ 已建之行人通道
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米
Scale: 

備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖七 Plan 7



索引圖 Key Plan



1樓 First Floor

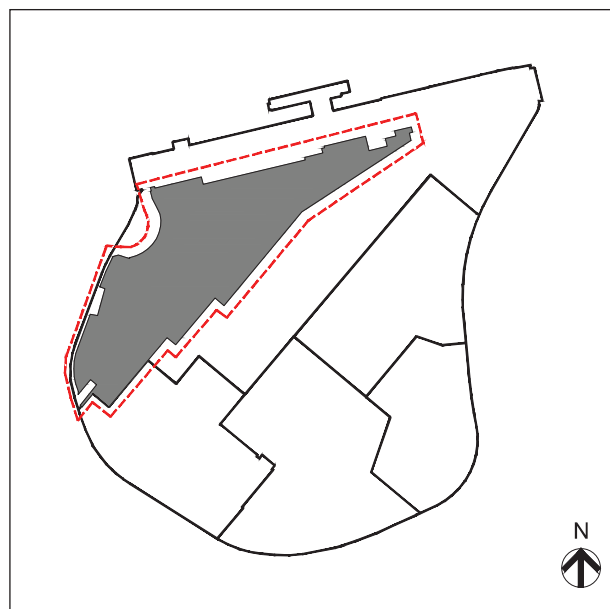
■ 已建之行人通道
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米
Scale: 

備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖八 Plan 8



索引圖 Key Plan



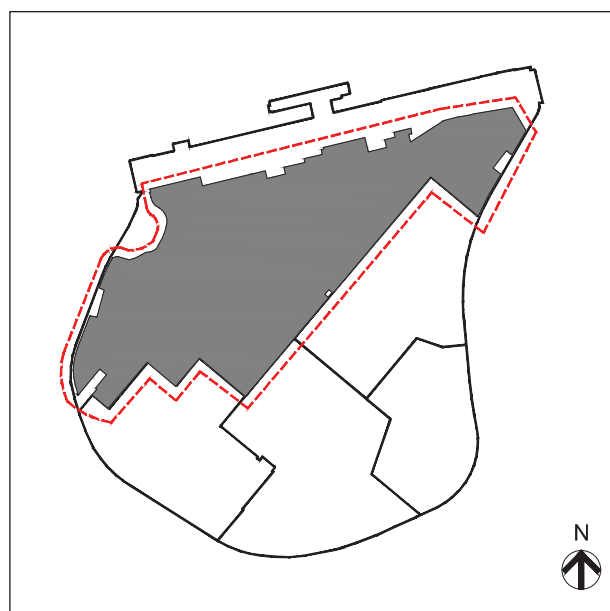
■ 已建之行人通道
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米
Scale: 

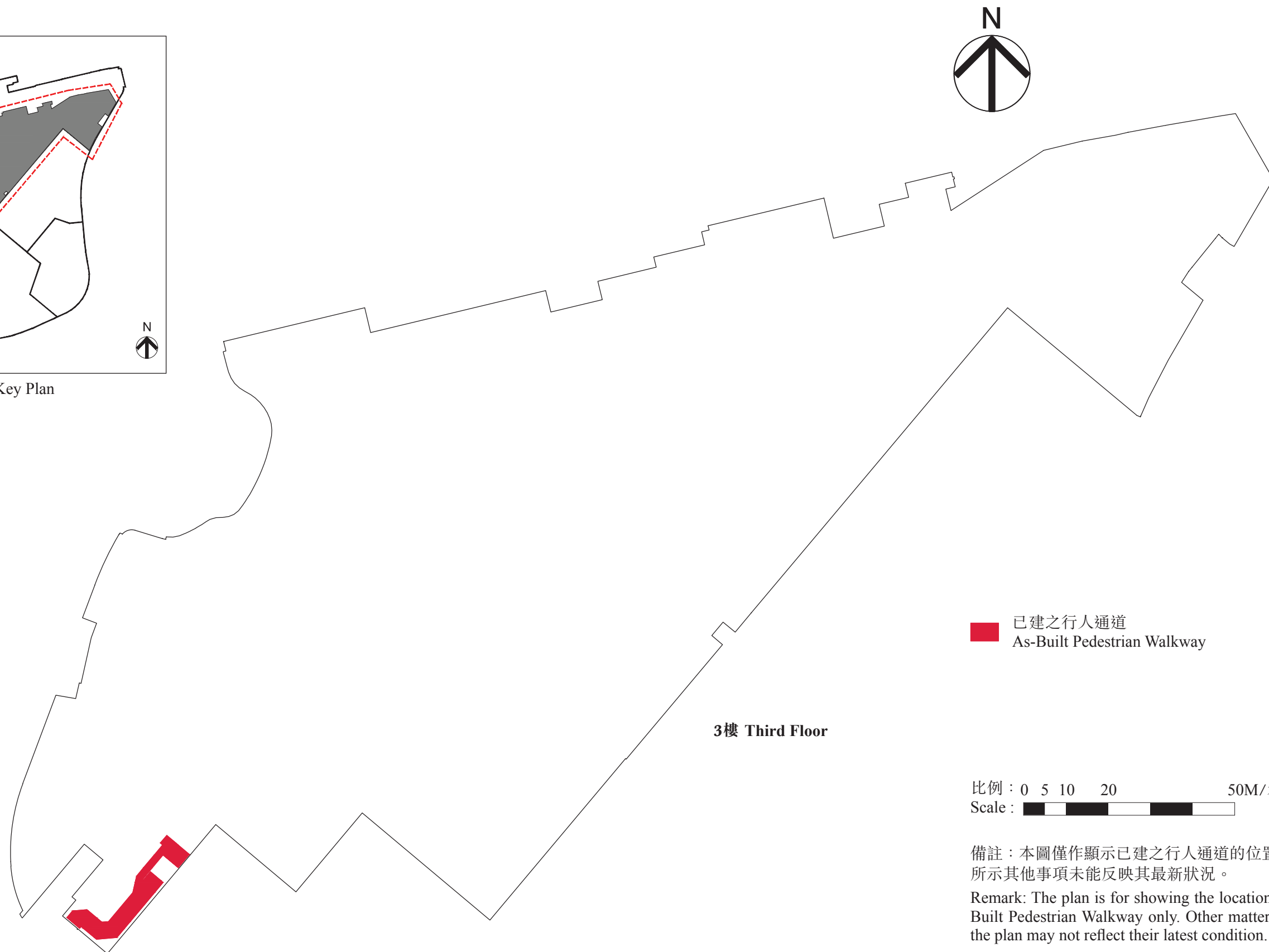
備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖九 Plan 9



索引圖 Key Plan



■ 已建之行人通道
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米
Scale:

備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

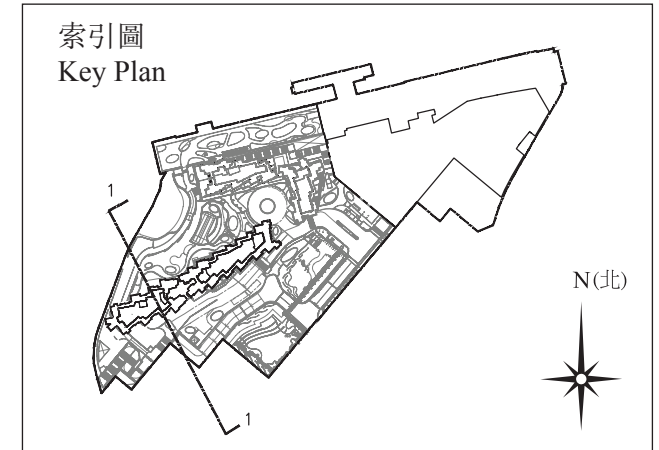
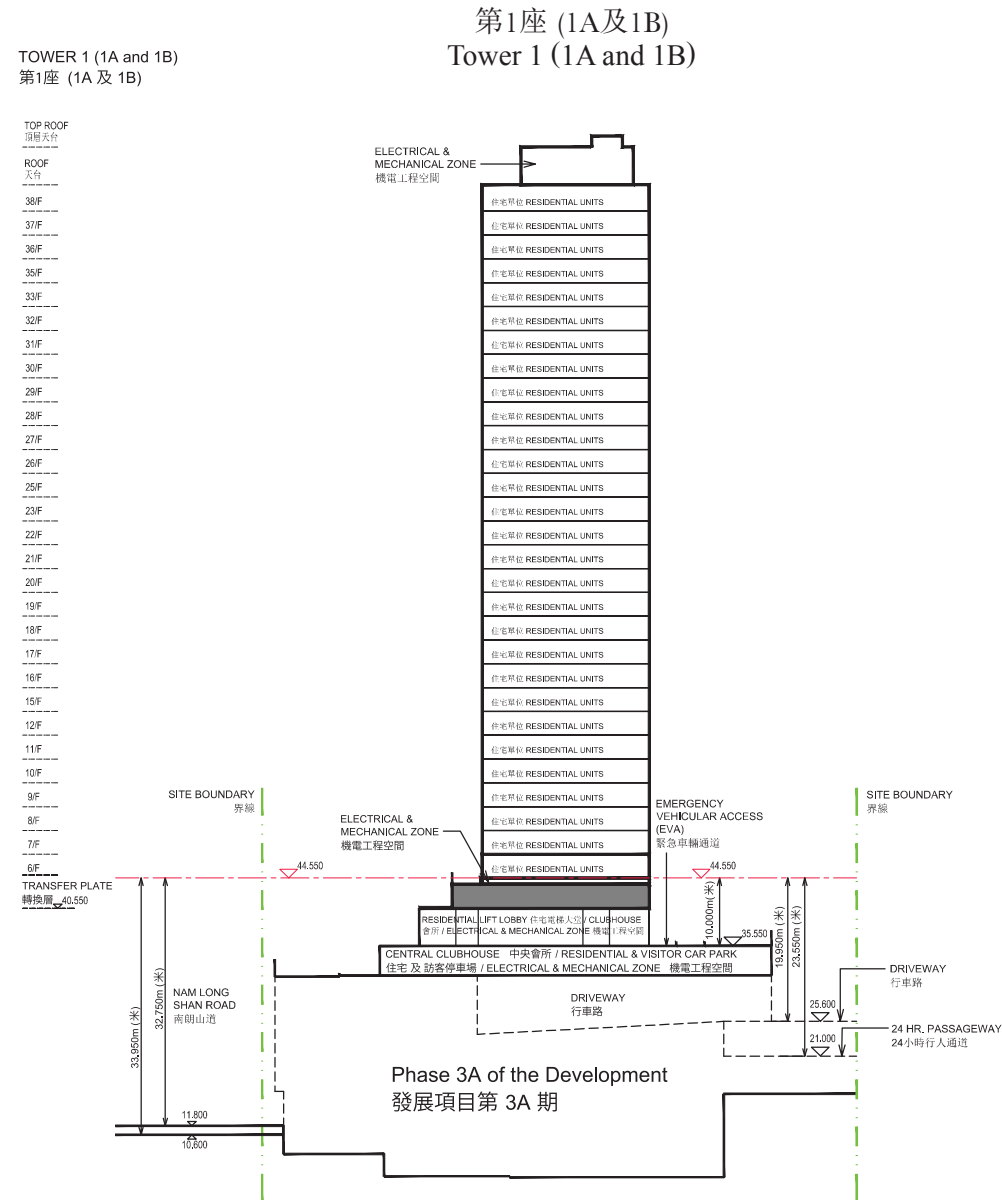


對買方的警告
Warning to purchasers

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

期數中的建築物的橫截面圖
Cross-section plan of building in the Phase

橫截面圖 1-1
Cross-Section Plan 1-1



毗連建築物(第1座(1A及1B))的一段南朗山道為香港主水平基準以上10.60至11.80米。

The part of Nam Long Shan Road adjacent to the building (Tower 1 (1A and 1B)) is 10.60 to 11.80 metres above the Hong Kong Principal Datum.

毗連建築物(第1座(1A及1B))的一段緊急車輛通道為香港主水平基準以上35.550米。

The part of Emergency Vehicular Access adjacent to the building (Tower 1 (1A and 1B)) is 35.550 metres above the Hong Kong Principal Datum.

毗連建築物(第1座(1A及1B))的一段行車路為香港主水平基準以上25.60米。

The part of Driveway adjacent to the building (Tower 1 (1A and 1B)) is 25.60 metres above the Hong Kong Principal Datum.

毗連建築物(第1座(1A及1B))的一段24小時行人通道為香港主水平基準以上21.00米。

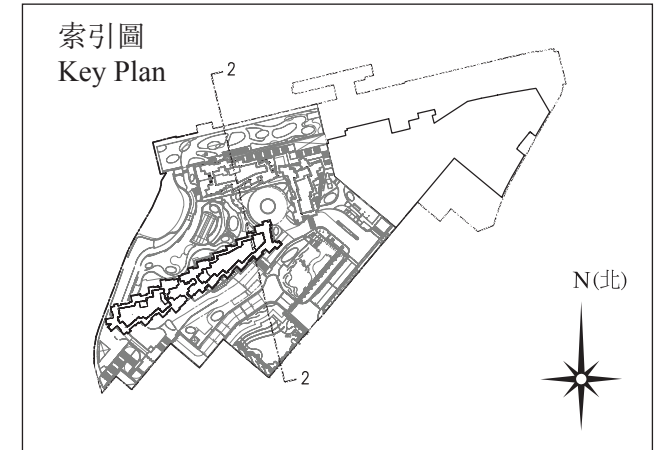
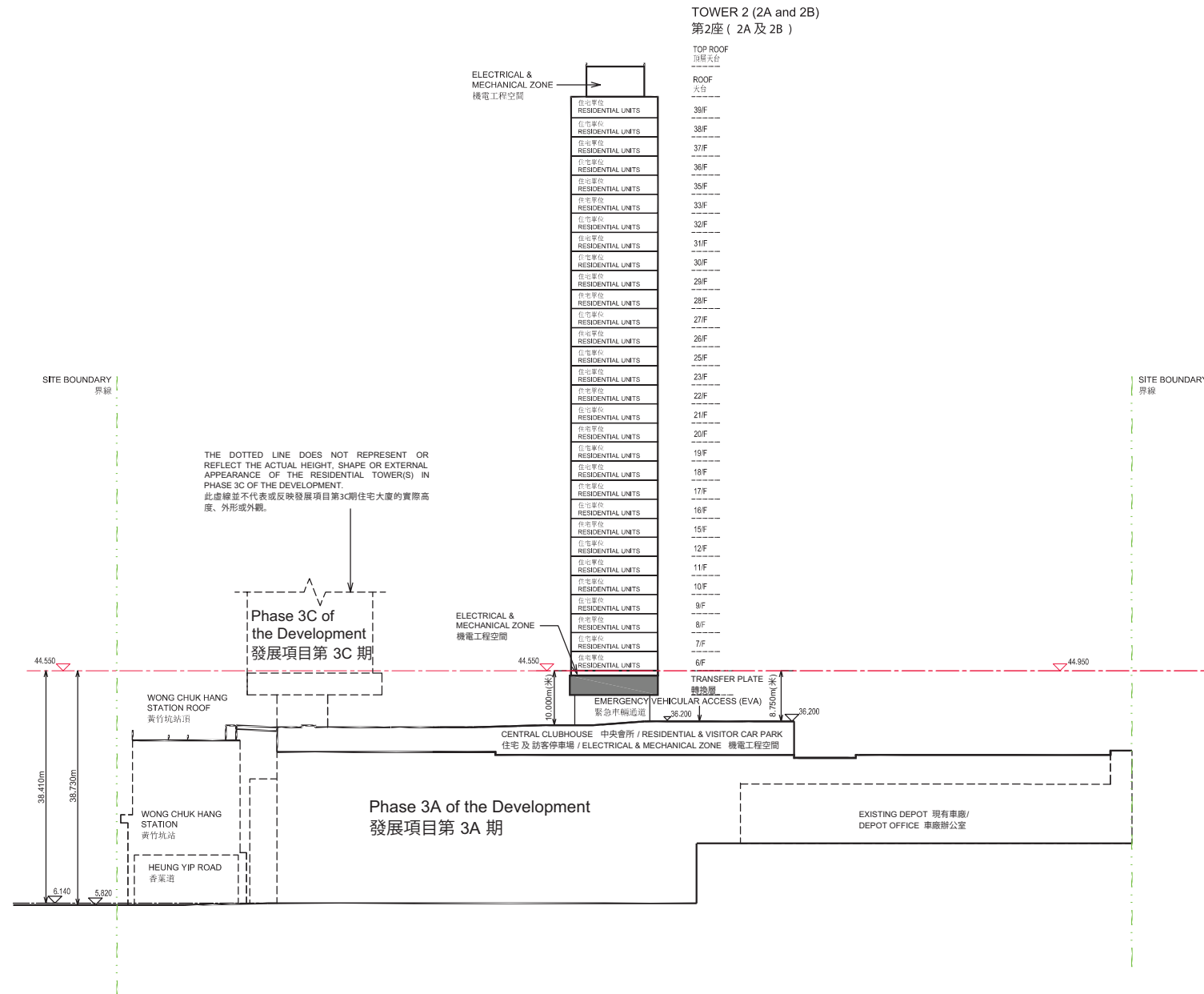
The part of 24 Hr. Passageway adjacent to the building (Tower 1 (1A and 1B)) is 21.00 metres above the Hong Kong Principal Datum.

- 紅色虛線為該建築物最低住宅樓層水平
Red dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)
Height in metres above Hong Kong Principal Datum (HKPD)
- 界線
Site boundary

期數中的建築物的橫截面圖
Cross-section plan of building in the Phase

橫截面圖 2-2
Cross-Section Plan 2-2

第2座 (2A及2B)
Tower 2 (2A and 2B)



毗連建築物(第2座(2A及2B))的一段緊急車輛通道為香港主水平基準以上36.200米。

The part of Emergency Vehicular Access adjacent to the building (Tower 2 (2A and 2B)) is 36.200 metres above the Hong Kong Principal Datum.

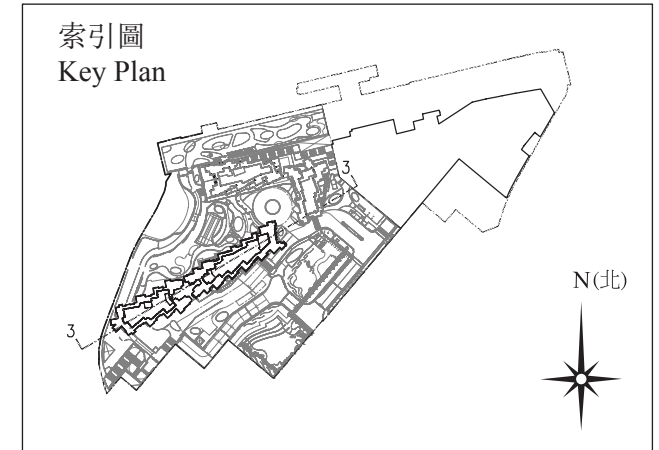
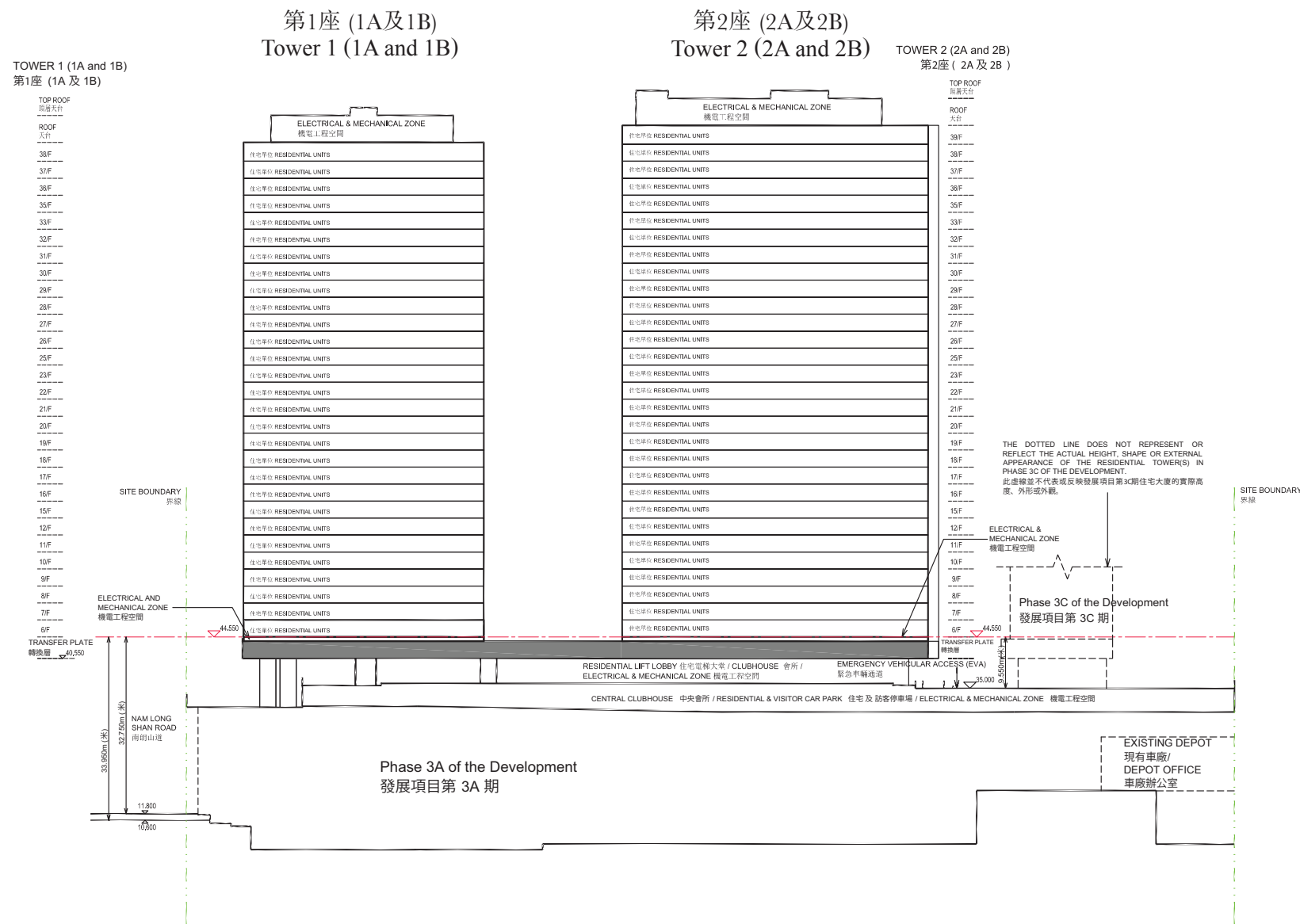
毗連建築物(第2座(2A及2B))的一段香葉道為香港主水平基準以上5.820至6.140米。

The part of Heung Yip Road adjacent to the building (Tower 2 (2A and 2B)) is 5.820 to 6.140 metres above the Hong Kong Principal Datum.

- 紅色虛線為該建築物最低住宅樓層水平
Red dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)
Height in metres above Hong Kong Principal Datum (HKPD)
- 界線
Site boundary

期數中的建築物的橫截面圖
Cross-section plan of building in the Phase

橫截面圖 3-3
Cross-Section Plan 3-3



毗連建築物(第1座(1A及1B))的一段南朗山道為香港主水平基準以上10.60至11.80米。

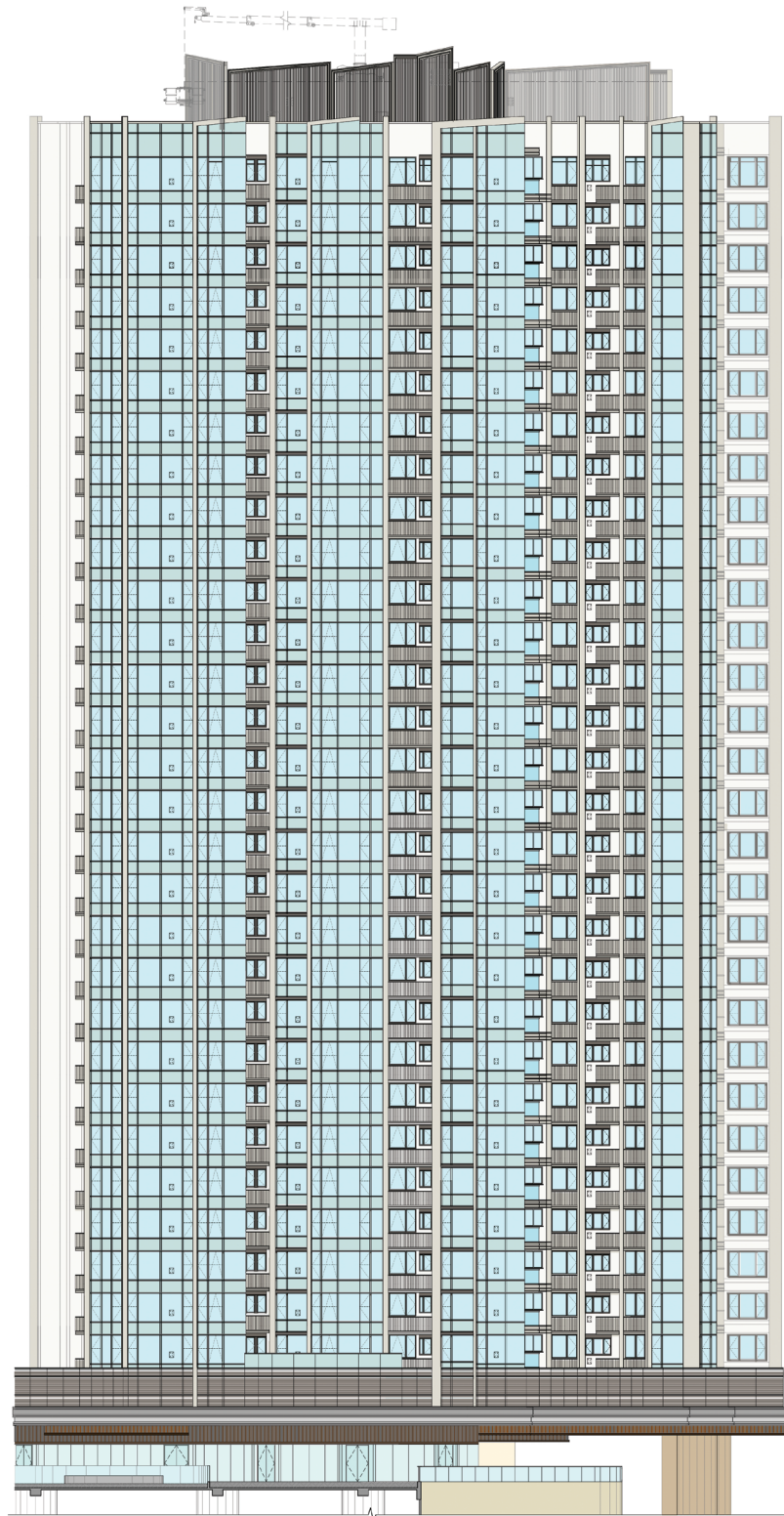
The part of Nam Long Shan Road adjacent to the building (Tower 1 (1A and 1B)) is 10.60 to 11.80 metres above the Hong Kong Principal Datum.

毗連建築物(第2座(2A及2B))的一段緊急車輛通道為香港主水平基準以上35.000米。

The part of Emergency Vehicular Access adjacent to the building (Tower 2 (2A and 2B)) is 35.000 metres above the Hong Kong Principal Datum.

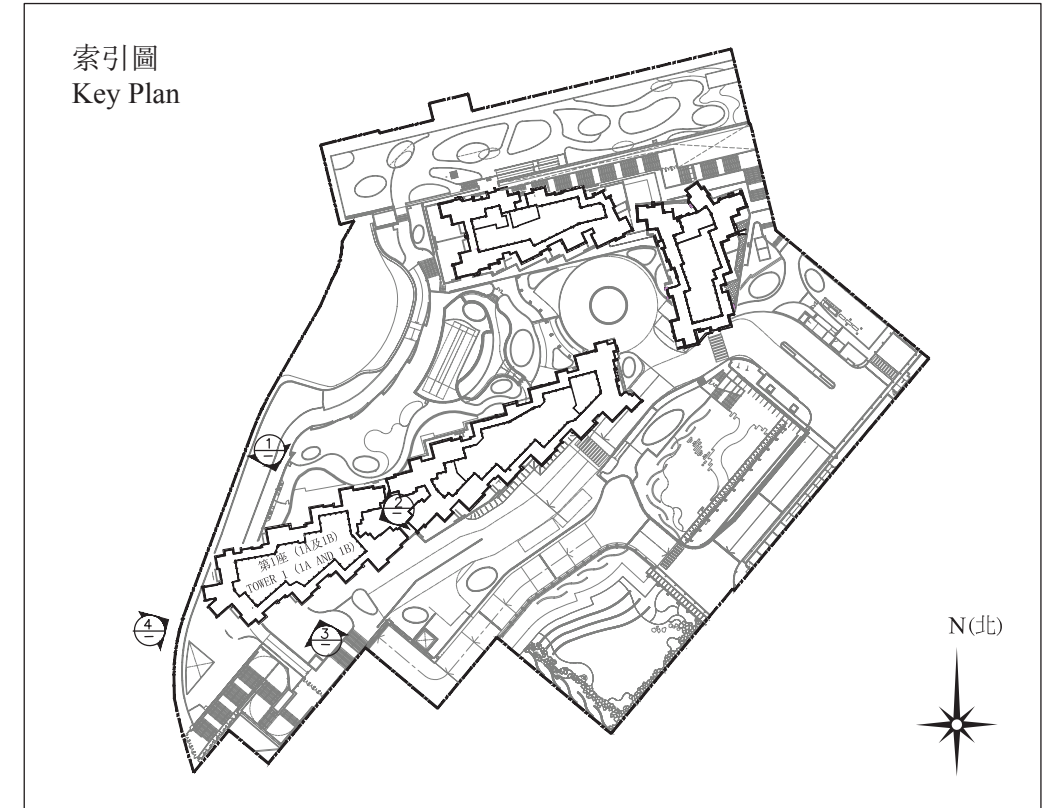
- 紅色虛線為該建築物最低住宅樓層水平
- Red dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)
- Height in metres above Hong Kong Principal Datum (HKPD)
- 界線
- Site boundary

第1座 (1A及1B)
Tower 1 (1A and 1B)



立面圖1
Elevation Plan 1

索引圖
Key Plan



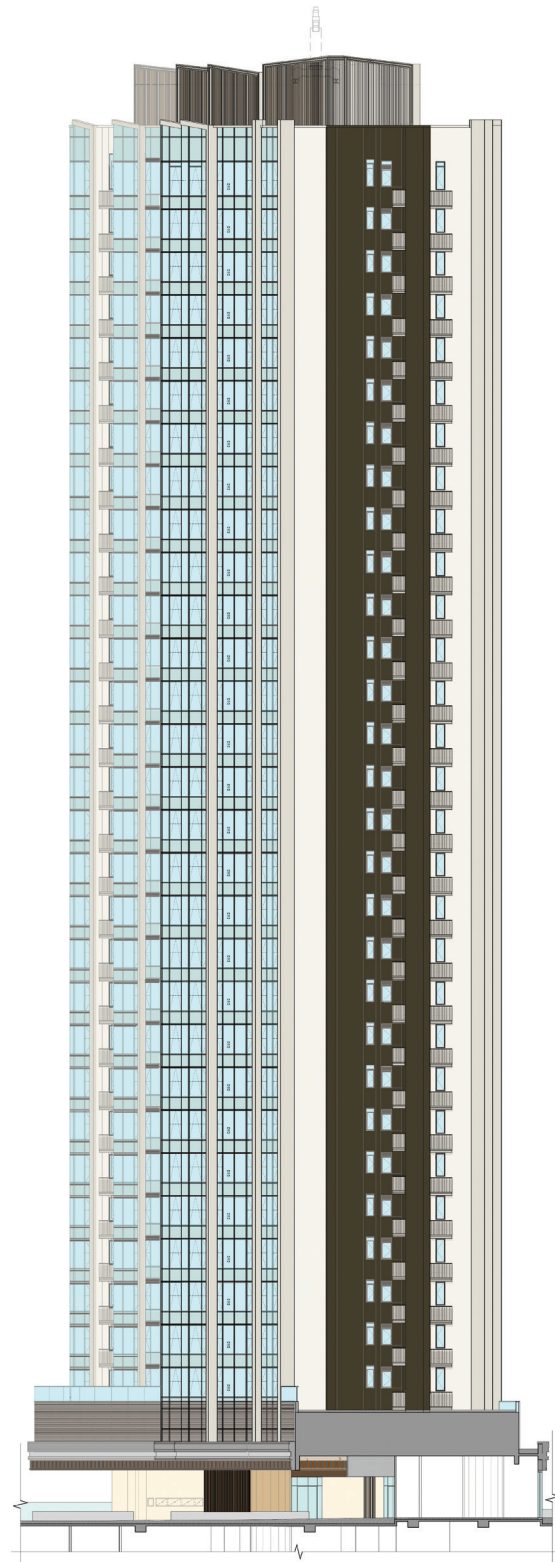
期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日及2023年12月21日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

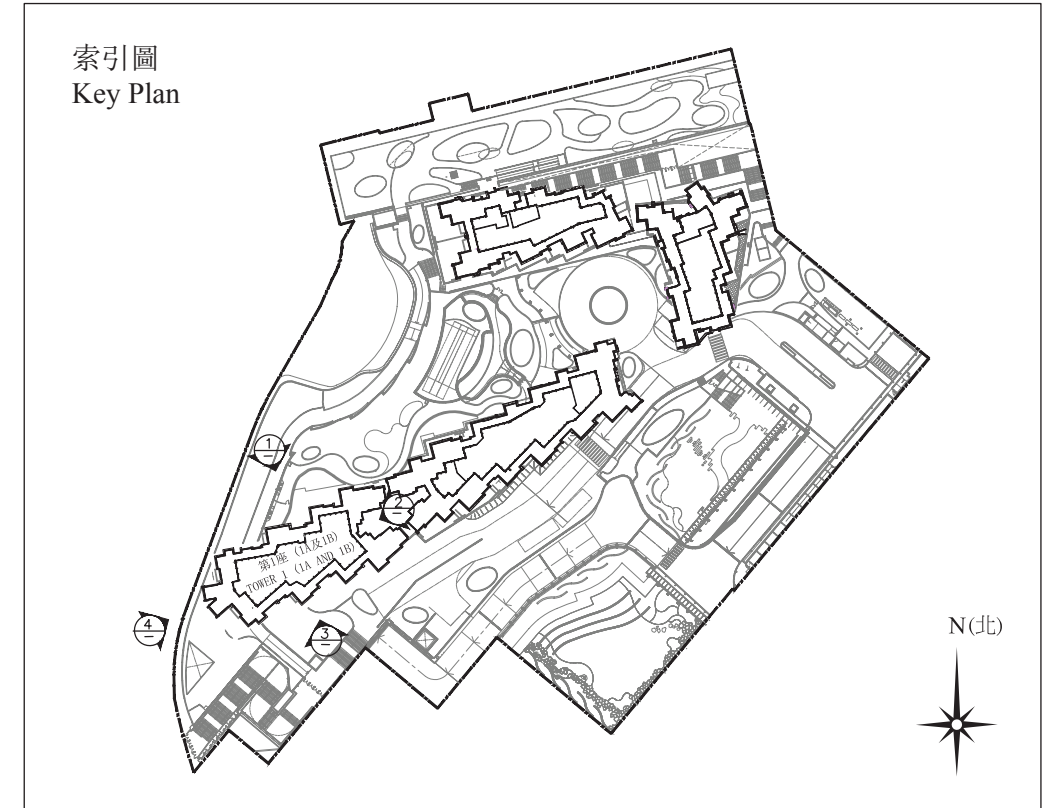
- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023 and 21st December 2023; and
- (2) are in general accordance with the outward appearance of the Phase.

第1座 (1A及1B)
Tower 1 (1A and 1B)



立面圖2
Elevation Plan 2

索引圖
Key Plan



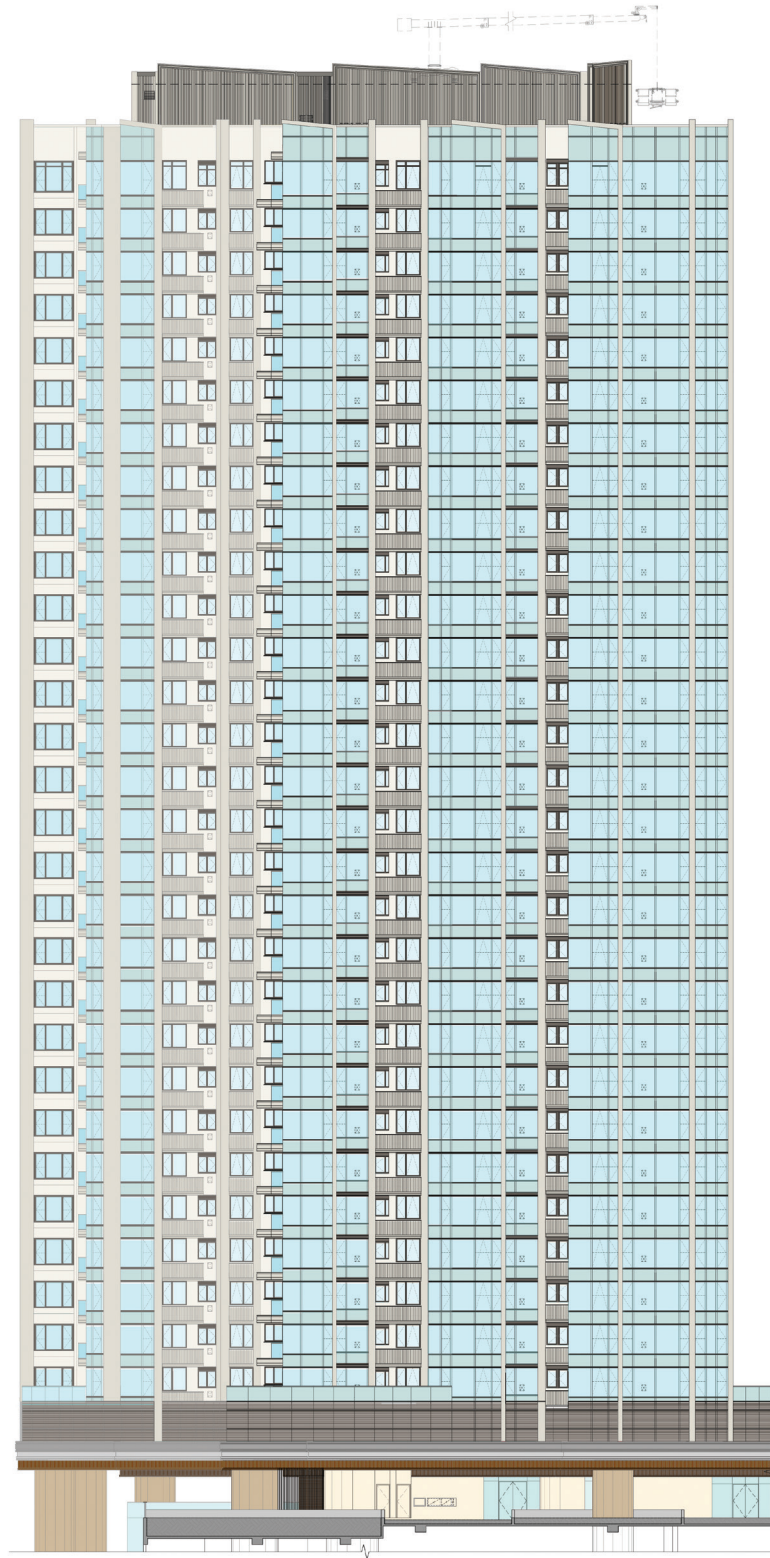
期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日及2023年12月21日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

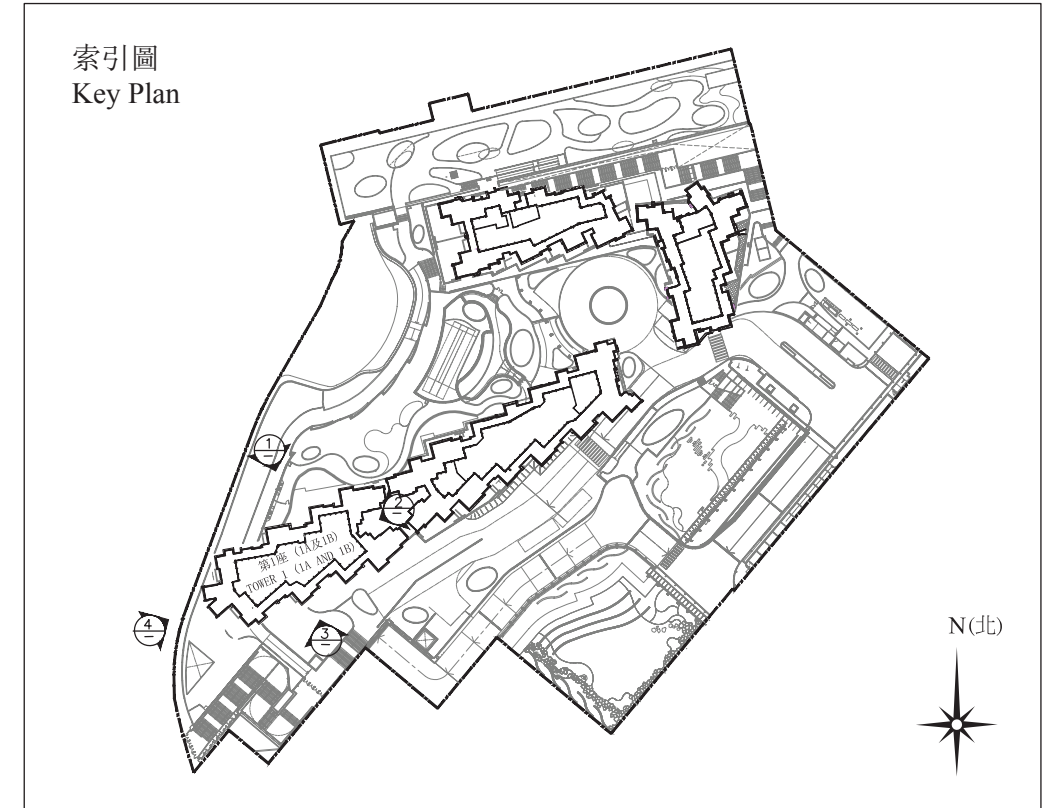
- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023 and 21st December 2023; and
- (2) are in general accordance with the outward appearance of the Phase.

第1座 (1A及1B)
Tower 1 (1A and 1B)



立面圖3
Elevation Plan 3

索引圖
Key Plan



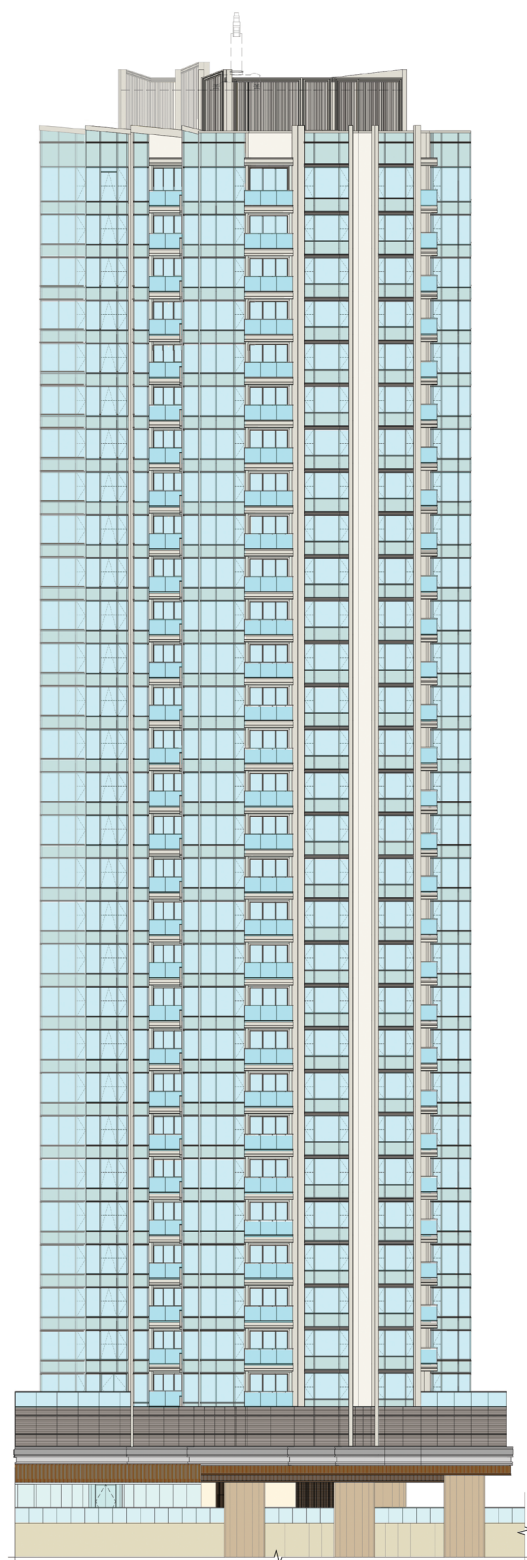
期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日及2023年12月21日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

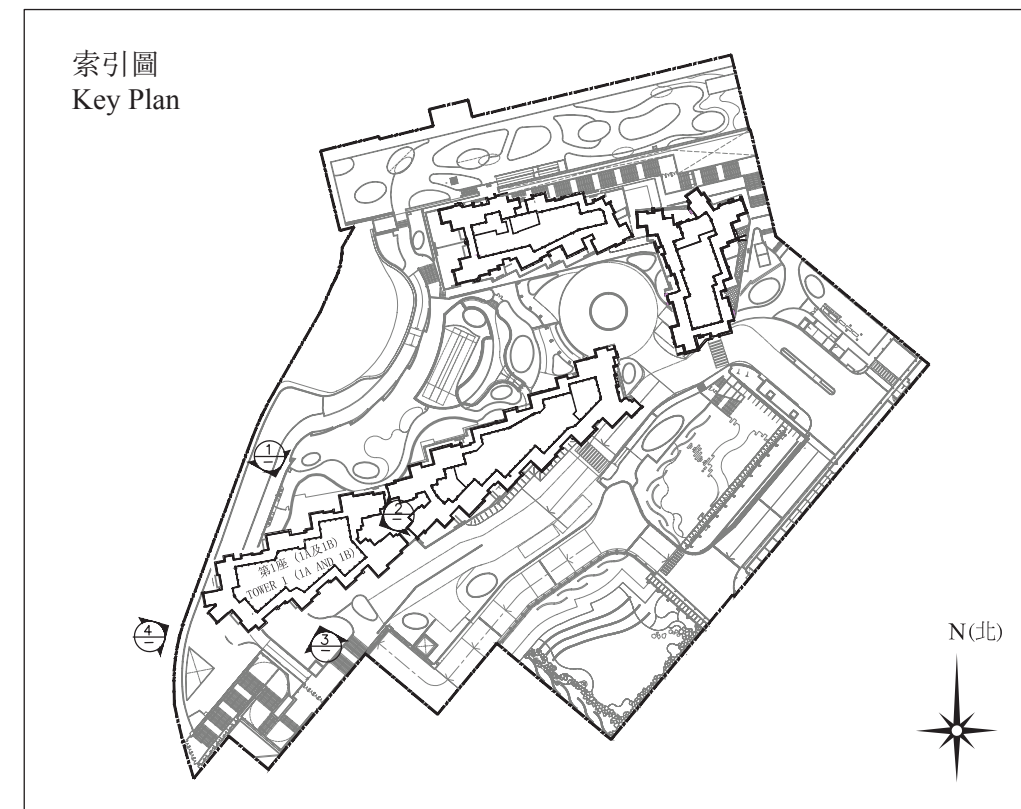
- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023 and 21st December 2023; and
- (2) are in general accordance with the outward appearance of the Phase.

第1座 (1A及1B)
Tower 1 (1A and 1B)



立面圖4
Elevation Plan 4

索引圖
Key Plan



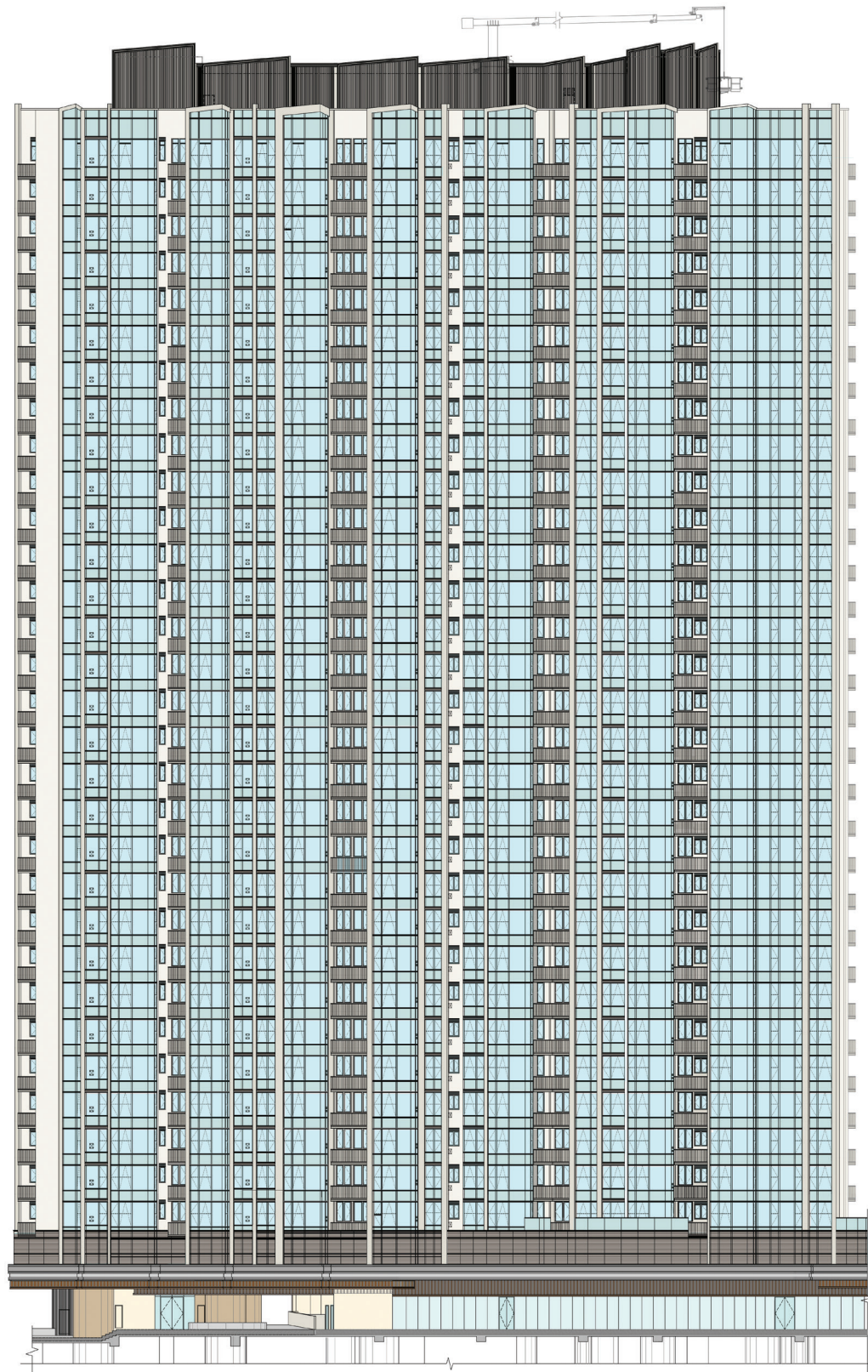
期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日及2023年12月21日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

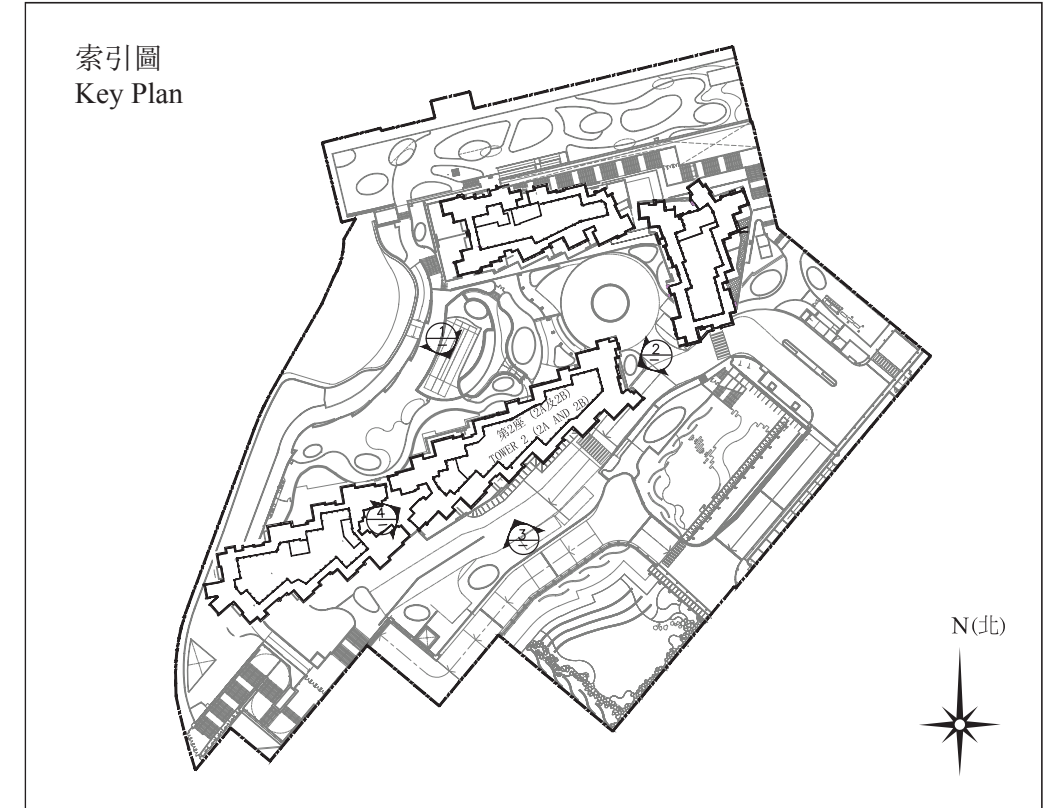
- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023 and 21st December 2023; and
- (2) are in general accordance with the outward appearance of the Phase.

第2座 (2A及2B)
Tower 2 (2A and 2B)



立面圖1
Elevation Plan 1

索引圖
Key Plan



期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日及2023年12月21日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023 and 21st December 2023; and
- (2) are in general accordance with the outward appearance of the Phase.