HEMERA

緻藍天

SALES BROCHURE | 售樓說明書

此須知是由一手住宅物業銷售監管局為施行《一手住宅物業銷售條例》第19(1) 條而發出的。

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

8. 表達購樓意向

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

9. 委託地產代理

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

證」，或瀏覽地產代理監管局的網頁(網址：www.eaa.org.hk)，查閱牌照目錄。

10. 委聘律師

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

適用於一手未落成住宅物業

11. 預售樓花同意書

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

12. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

13. 預計的關鍵日期

- 查閱售樓說明書中有關發展項目的預計的關鍵日期[1]。
- 請注意：
  - □ 就地政總署預售樓花同意方案規管的發展項目，賣方須在合格証明書或轉讓同意書發出後的一個月內(以何者較早為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買方。
  - □ 至於並非地政總署預售樓花同意方案規管的發展項目，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買方。

適用於一手已落成住宅物業

14. 賣方資料表格

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

15. 參觀物業

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

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

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

其他相關聯絡資料：

	電話	傳真
消費者委員會	2929 2222	2590 6271
地產代理監管局	2111 2777	2598 9596
香港地產建設商會	2826 0111	2845 2521

運輸及房屋局
一手住宅物業銷售監管局
2014年4月

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

This Note is issued by the Sales of First-hand Residential Properties Authority (SRPA) for the purpose of section 19(1) of the Residential Properties (First-hand Sales) Ordinance.

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

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

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

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

7. Agreement for sale and purchase

- Ensure that the preliminary agreement for sale and purchase (PASP) and agreement for sale and purchase (ASP) include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5 % of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

8. Expression of intent of purchasing a residential property

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

offer to the vendors or their authorized representative(s).

9. Appointment of estate agent

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

10. Appointment of solicitor

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

For first-hand uncompleted residential properties

11. Pre-sale Consent

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

12. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

13. Estimated material date

- Check the estimated material date[1] for the development in the sales brochure.
- Please note that:
  - □ For development which is subject to the Lands Department Consent Scheme, the vendor shall notify the purchaser in writing that it is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens.
  - □ For development which is not subject to the Lands Department Consent Scheme, the vendor shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.

For first-hand completed residential properties

14. Vendor's information form

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

15. Viewing of property

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

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

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

Other useful contacts -

	Telephone	Fax
Consumer Council	2929 2222	2590 6271
Estate Agents Authority	2111 2777	2598 9596
Real Estate Developers Association of Hong Kong	2826 0111	2845 2521

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
April 2014

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

發展項目期數名稱(「期數」)：緻藍天

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數：康城路1號

每幢多單位建築物的樓層的總數：第一座鑽岸及第二座翠堤 — 62層(不包括天台)
第三座珀峰及第五座晶巒 — 56層(不包括天台)
(不設第四座)

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數：
第一座鑽岸及第二座翠堤 — 低層地下1樓至低層地下3樓、地下、1至3樓、5至12樓、15至23樓、25至33樓、35至43樓、45至53樓、55至63樓、65至66樓

第三座珀峰及第五座晶巒 — 低層地下1樓至低層地下3樓、地下、1至3樓、5至12樓、15至23樓、25至33樓、35至43樓、45至53樓、55至59樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數：
第一座鑽岸及第二座翠堤 — 4樓、13樓、14樓、24樓、34樓、44樓、54樓、64樓

第三座珀峰及第五座晶巒 — 4樓、13樓、14樓、24樓、34樓、44樓、54樓

每幢多單位建築物內的庇護層：第一座鑽岸及第二座翠堤 — 22樓及46樓
第三座珀峰及第五座晶巒 — 31樓

由期數認可人士提供的期數的預計關鍵日期：2015年12月31日

上述預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

註：「關鍵日期」指批地文件的條件就期數而獲符合的日期。

NAME OF THE PHASE OF THE DEVELOPMENT (THE "PHASE") :
Hemera

THE NAME OF THE STREET AT WHICH THE PHASE IS SITUATED AND THE STREET NUMBER ALLOCATED BY THE COMMISSIONER OF RATING AND VALUATION FOR THE PURPOSE OF DISTINGUISHING THE PHASE :
1 Lohas Park Road

TOTAL NUMBER OF STOREYS OF EACH MULTI-UNIT BUILDING :
Tower 1 Diamond and Tower 2 Emerald – 62 storeys (excluding Roof)
Tower 3 Amber and Tower 5 Topaz – 56 storeys (excluding Roof)
(Tower 4 is omitted)

THE FLOOR NUMBERING IN EACH MULTI-UNIT BUILDING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE PHASE :
Tower 1 Diamond and Tower 2 Emerald – LG1-LG3, G/F, 1-3/F, 5-12/F, 15-23/F, 25-33/F, 35-43/F, 45-53/F, 55-63/F, 65-66/F
Tower 3 Amber and Tower 5 Topaz – LG1-LG3, G/F, 1-3/F, 5-12/F, 15-23/F, 25-33/F, 35-43/F, 45-53/F, 55-59/F

THE OMITTED FLOOR NUMBERS IN EACH MULTI-UNIT BUILDING IN WHICH THE FLOOR NUMBERING IS NOT IN CONSECUTIVE ORDER :
Tower 1 Diamond and Tower 2 Emerald – 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F, 64/F
Tower 3 Amber and Tower 5 Topaz – 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F

REFUGE FLOORS OF EACH MULTI-UNIT BUILDING:
Tower 1 Diamond and Tower 2 Emerald – 22/F and 46/F
Tower 3 Amber and Tower 5 Topaz – 31/F

THE ESTIMATED MATERIAL DATE FOR THE PHASE AS PROVIDED BY THE AUTHORIZED PERSON FOR THE PHASE :
31st December 2015

The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

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

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

賣方 ：香港鐵路有限公司(作為“擁有人”)、康栢投資有限公司(作為“如此聘用的人”)

備註：

“擁有人”指期數的法律上的擁有人或實益擁有人

“如此聘用的人”指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士

賣方的控權公司 ：擁有人(香港鐵路有限公司)之控權公司：
不適用

如此聘用的人(康栢投資有限公司)之控權公司：
Wit Profits Limited、Wei Po Profits Limited、Cheung Kong Development Company Limited及長江實業(集團)有限公司

期數的認可人士 ：梁世雄先生

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團 ：馬梁建築師事務所(香港)有限公司

期數的承建商 ：亮雅發展有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所 ：的近律師行、司力達律師行、胡關李羅律師行、高露雲律師行、胡百全律師事務所、楊漢源林炳坤律師事務所、高李葉律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構 ：不適用

已為期數的建造提供貸款的其他人 ：Wit Profits Limited

VENDOR : MTR Corporation Limited (as “Owner”), Wealth Pine Investment Limited (as “Person so engaged”)

Notes:
“Owner” means the legal or beneficial owner of the Phase; and

“Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

HOLDING COMPANIES OF THE VENDOR : Holding Company of the Owner (MTR Corporation Limited): Not applicable

Holding Companies of the Person so engaged (Wealth Pine Investment Limited):
Wit Profits Limited, Wei Po Profits Limited, Cheung Kong Development Company Limited and Cheung Kong (Holdings) Limited

AUTHORIZED PERSON FOR THE PHASE : Mr. Leung Sai Hung

THE FIRM OR CORPORATION OF WHICH AN AUTHORIZED PERSON FOR THE PHASE IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS OR HER PROFESSIONAL CAPACITY:
MLA Architects (HK) Limited

BUILDING CONTRACTOR FOR THE PHASE : Lanon Development Limited

FIRMS OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE PHASE : Deacons; Slaughter and May; Woo, Kwan, Lee & Lo; Wilkinson & Grist; P.C. Woo & Co.; Charles Yeung Clement Lam Liu & Yip; Kao, Lee & Yip

ANY AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE PHASE : Not applicable

ANY OTHER PERSONS WHO HAVE MADE LOANS FOR THE CONSTRUCTION OF THE PHASE : Wit Profits Limited

(a) 賣方#或有關期數的承建商屬個人，並屬該期數的認可人士的家人；	不適用
(b) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的家人；	不適用
(c) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的家人；	否
(d) 賣方#或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用
(e) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用
(f) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	否
(g) 賣方#或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(h) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(i) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	否
(j) 賣方#、賣方#的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方#、控權公司或承建商最少10%的已發行股份；	否
(k) 賣方#、賣方#的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方#、控權公司或承建商最少 1% 的已發行股份；	否
(l) 賣方#或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方#、承建商或該賣方#的控權公司的僱員、董事或秘書；	否
(m) 賣方#或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方#或承建商的僱員；	不適用
(n) 賣方#、賣方#的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方#、控權公司或承建商最少10%的已發行股份；	否
(o) 賣方#、賣方#的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方#、控權公司或承建商最少 1% 的已發行股份；	否
(p) 賣方#或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方#或承建商或該賣方#的控權公司的僱員、董事或秘書；	否
(q) 賣方#或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方#或承建商的僱員；	不適用
(r) 賣方#或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方#或承建商或該賣方#的控權公司的有聯繫法團；	否
(s) 賣方#或該期數的承建商屬法團，而該承建商屬該賣方#或該賣方#的控權公司的有聯繫法團；	否

在此提述賣方即提述香港鐵路有限公司(作為“擁有人”)或康栢投資有限公司(作為“如此聘用的人”)

(a) The Vendor# or a building contractor for the Phase is an individual, and that Vendor# or contactor is an immediate family member of an Authorized Person for the Phase	Not Applicable
(b) The Vendor# or a building contractor for the Phase is a partnership, and a partner of that Vendor# or contractor is an immediate family member of such an Authorized Person	Not Applicable
(c) The Vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor# or contractor (or a holding company of that Vendor#) is an immediate family member of such an Authorized Person	No
(d) The Vendor# or a building contractor for the Phase is an individual, and that Vendor# or contractor is an immediate family member of an associate of such an Authorized Person	Not Applicable
(e) The Vendor# or a building contractor for the Phase is a partnership, and a partner of that Vendor# or contractor is an immediate family member of an associate of such an Authorized Person	Not Applicable
(f) The Vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor# or contractor (or a holding company of that Vendor#) is an immediate family member of an associate of such an Authorized Person	No
(g) The Vendor# or a building contractor for the Phase is an individual, and that Vendor#or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase	Not Applicable
(h) The Vendor# or a building contractor for the Phase is a partnership, and a partner of that Vendor#or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase	Not Applicable
(i) The Vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor# or contractor (or a holding company of that Vendor#) is an immediate family member of a proprietor of such a firm of solicitors	No
(j) The Vendor#, a holding company of the Vendor#, or a building contractor for the Phase, is a private company, and an Authorized Person for the Phase, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor#, holding company or contractor	No
(k) The Vendor#, a holding company of the Vendor, or a building contractor for the Phase, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor	No
(l) The Vendor# or a building contractor for the Phase is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor# or contractor or of a holding company of that Vendor#	No
(m) The Vendor# or a building contractor for the Phase is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor# or contractor	Not Applicable
(n) The Vendor#, a holding company of the Vendor#, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that Vendor#, holding company or contractor	No
(o) The Vendor#, a holding company of the Vendor#, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor#, holding company or contractor	No
(p) The Vendor# or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor# or contractor or of a holding company of that Vendor#	No
(q) The Vendor# or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor# or contractor	Not Applicable
(r) The Vendor# or a building contractor for the Phase is a corporation, and the corporation of which an Authorized Person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that Vendor# or contractor or of a holding company of that Vendor#	No
(s) The Vendor# or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor# or of a holding company of that Vendor#	No

A reference to the Vendor here is a reference to either MTR Corporation Limited (as “Owner”) or Wealth Pine Investment Limited (as “Person so engaged”).

期數有構成圍封牆的一部分的非結構的預製外牆及幕牆。

There are non-structural prefabricated external walls and curtain walls forming part of the enclosing walls of the Phase.

每幢大廈的非結構的預製外牆的厚度範圍

THE RANGE OF THICKNESS OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH TOWER:

Tower 座數	The Range of Thickness of the Non-structural Prefabricated External Walls (mm) 非結構的預製外牆的厚度範圍(毫米)
1	75-300
2	75-300
3	75-300
5	75-300

每個住宅物業的非結構的預製外牆的總面積表：

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH RESIDENTIAL PROPERTY:

Tower 座數	Unit 單位	Floor 樓層	Total Area of Non-Structural Prefabricated External Walls of each residential property (m^2) 每個住宅物業的非結構的預製外牆的總面積（平方米）
1	LA	3樓-66樓 3/F – 66/F	5.985
	LB	3樓-66樓 3/F – 66/F	4.639
	LC	3樓-66樓 3/F – 66/F	3.942
	LD	3樓-66樓 3/F – 66/F	5.396
1	RA	3樓-21樓 3/F – 21/F	4.711
		23樓-45樓 23/F – 45/F	4.694
		47樓-66樓 47/F – 66/F	4.679
	RB	3樓-66樓 3/F – 66/F	5.671
	RC	3樓-66樓 3/F – 66/F	5.086
	RD	3樓-39樓 3/F – 39/F	4.719
		40樓-66樓 40/F – 66/F	4.729
2	LA	3樓-66樓 3/F – 66/F	4.585
	LB	3樓-66樓 3/F – 66/F	5.603
	LC	3樓-66樓 3/F – 66/F	5.188
	LD	3樓-40樓 3/F – 40/F	4.425
		41樓-66樓 41/F – 66/F	4.466
	RA	3樓-66樓 3/F – 66/F	4.800
	RB	3樓-66樓 3/F – 66/F	6.347
	RC	3樓-66樓 3/F – 66/F	5.256
	RD	3樓-66樓 3/F – 66/F	4.413
3	LA	3樓-59樓 3/F – 59/F	4.605
	LB	3樓-59樓 3/F – 59/F	6.380
	LC	3樓-59樓 3/F – 59/F	5.264
	LD	3樓-59樓 3/F – 59/F	4.478
	RA	3樓-59樓 3/F – 59/F	4.787
	RB	3樓-59樓 3/F – 59/F	6.335
	RC	3樓-59樓 3/F – 59/F	5.288
	RD	3樓-59樓 3/F – 59/F	4.477
5	LA	3樓-59樓 3/F – 59/F	3.951
	LB	3樓-59樓 3/F – 59/F	6.800
	LC	3樓-59樓 3/F – 59/F	5.545
	LD	3樓-59樓 3/F – 59/F	3.106
	RA	3樓-59樓 3/F – 59/F	3.418
	RB	3樓-59樓 3/F – 59/F	6.603
	RC	3樓-59樓 3/F – 59/F	5.241
	RD	3樓-59樓 3/F – 59/F	3.274

幕牆的厚度範圍

THE RANGE OF THICKNESS OF THE CURTAIN WALLS OF EACH TOWER:

Floor 樓層	The Range of Thickness of the Curtain Walls (mm) 幕牆的厚度範圍(毫米)
低層地下3樓-2樓 LG3 – 2/F	300

每個住宅物業幕牆的總面積表

SCHEDULE OF TOTAL AREA OF THE CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY:

不適用。住宅物業並沒有構成圍封牆的一部分的幕牆。

Not applicable. There are no curtain walls forming part of the enclosing walls of the residential properties.

物業管理的資料
Information on property management

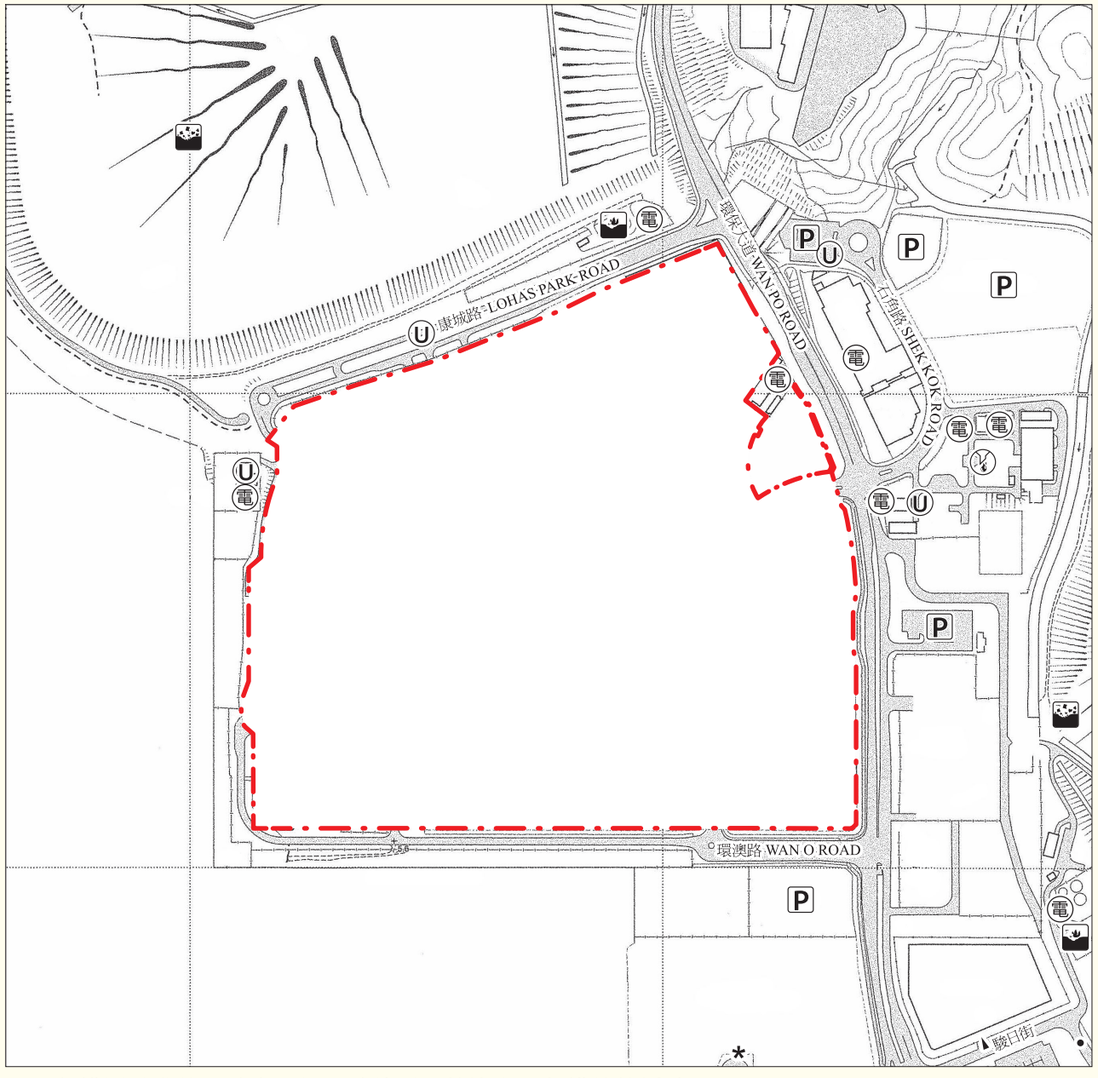
根據有關公契的最新擬稿，獲委任為期數的管理人的人：

香港鐵路有限公司

PERSON APPOINTED AS THE MANAGER OF THE PHASE UNDER THE LATEST DRAFT DEED OF MUTUAL COVENANT :

MTR Corporation Limited

發展項目的所在位置圖
Location plan of the development



- A Public Utility Installation 公用事業設施裝置
- A Public Carpark (Including a lorry park) 公眾停車場 (包括貨車停泊處)
- A Power Plant (Including electricity sub-stations) 發電廠 (包括電力分站)
- Sewage Treatment Works & Facilities 污水處理廠及設施
- Landfills (Including ex-landfills) 堆填區 (包括已停用的堆填區)
- A Landfill Gas Flaring Plant 堆填區氣體燃燒廠
- Location of the Development 發展項目的位置

米 metres 0 50 100 150 200 250 米 metres

Scale 比例

N(北)

於發展項目的所在位置圖未能顯示之街道全名：

Street name(s) not shown in full in the Location Plan of the Development:

- 駿昇街 CHUN SING STREET
- 駿日街 CHUN YAT STREET
- * 駿昌街 CHUN CHEONG STREET

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此位置圖是參考於2014年2月20日出版之地政總署測繪處之測繪圖編製，圖幅編號為12-SW-A。

This Location Plan is made with reference to the Survey Sheet No. 12-SW-A dated 20th February 2014 from Survey and Mapping Office of the Lands Department.

因技術原因(例如發展項目之形狀)，所在位置圖所顯示之範圍多於《一手住宅物業銷售條例》所要求。

Due to technical reasons (such as the shape of the development), the location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

期數的鳥瞰照片
Aerial photograph of the Phase

● 期數的位置
Location of the Phase

摘錄自地政總署測繪處於2014年10月8日在6,000呎飛行高度拍攝之航空攝影照片，編號為CS54189。
Extracted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department at a flying height 6,000 ft, Photo No. CS54189 dated 8th October 2014.

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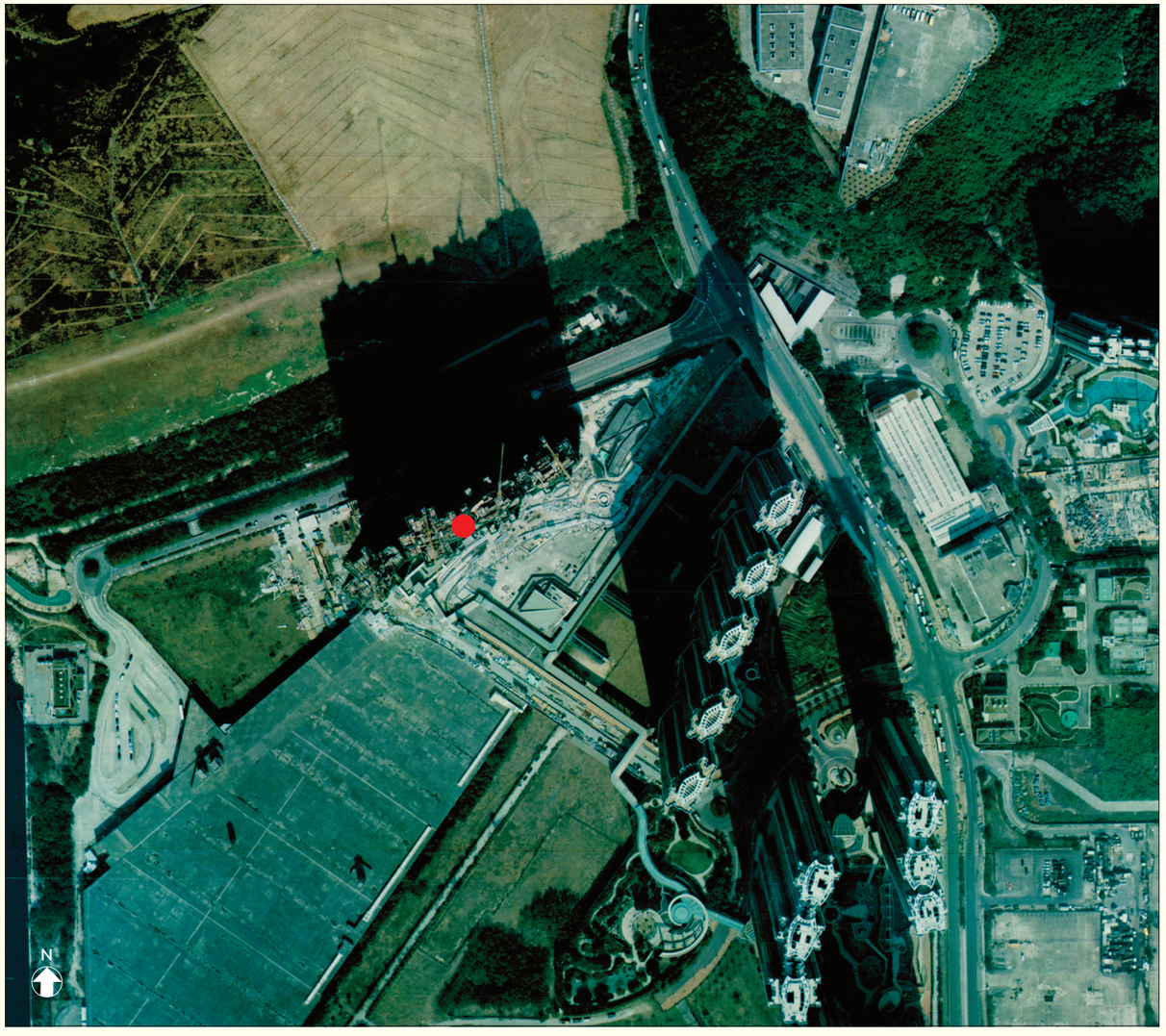
因技術原因(例如期數之形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求。
Due to technical reasons (such as the shape of the Phase), the aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

期數的鳥瞰照片
Aerial photograph of the Phase



期數的位置
Location of the Phase

摘錄自地政總署測繪處於2014年1月23日在6,000呎飛行高度拍攝之航空攝影照片，編號為CS49175。
Extracted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department at a flying height 6,000 ft, Photo No. CS49175 dated 23rd January 2014.

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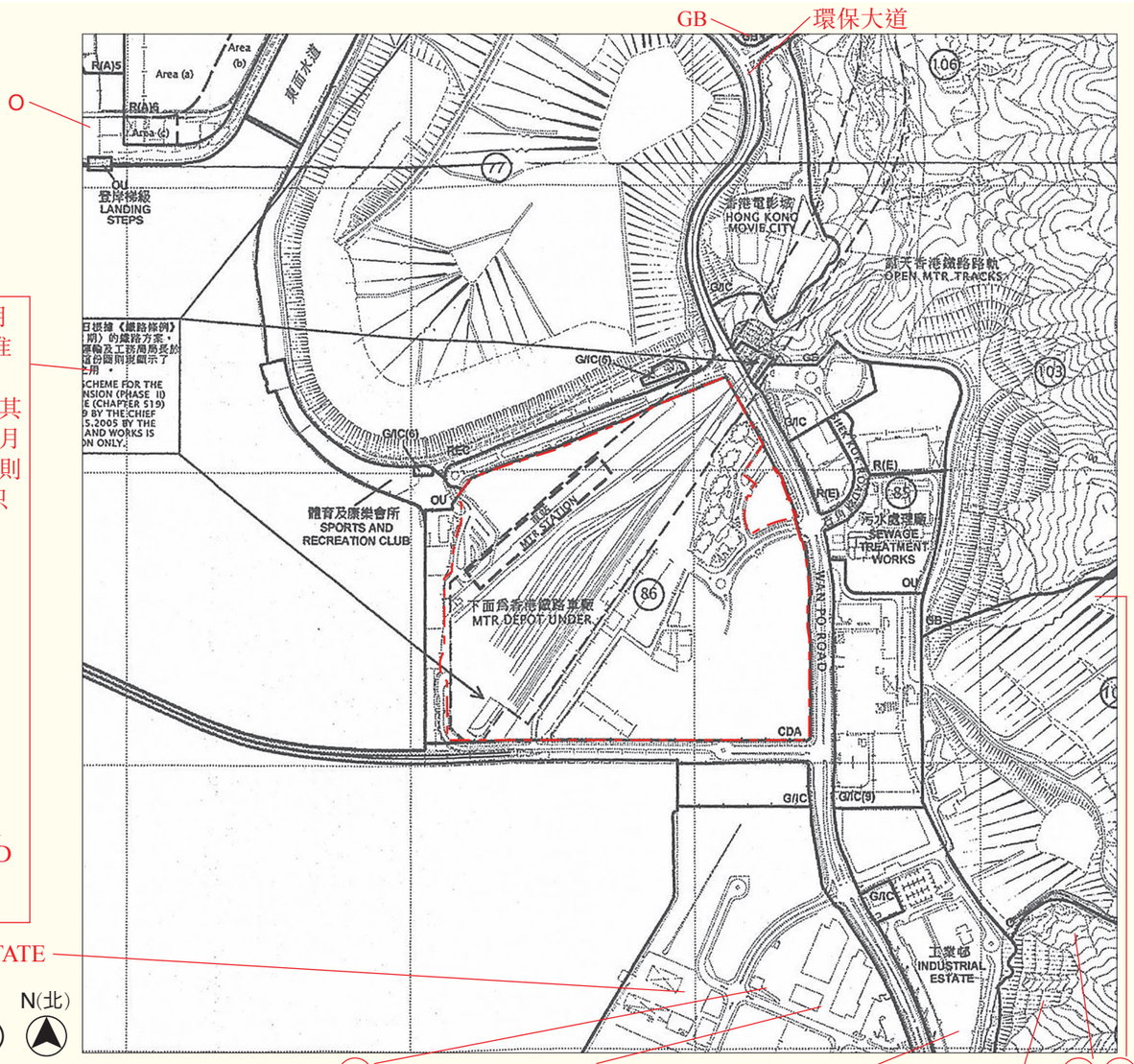
因技術原因(例如期數之形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求。
Due to technical reasons (such as the shape of the Phase), the aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

關乎發展項目的分區計劃大綱圖
Outline zoning plan relating to the development



行政長官會同行政會議於1998年10月20日根據《鐵路條例》(第519章)，批准了地鐵將軍澳支線〈第2期〉的鐵路方案，並於1999年9月14日作出修訂；其後環境運輸及工務局局長於2005年5月9日就鐵路方案再作修訂。在這份圖則現顯示了該鐵路方案所述的鐵路，只供參考之用。

THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE MASS TRANSIT RAILWAY TSEUNG KWAN O EXTENSION (PHASE II) AUTHORIZED UNDER THE RAILWAYS ORDINANCE (CHAPTER 519) ON 20.10.1998 AND AMENDED ON 14.9.1999 BY THE CHIEF EXECUTIVE IN COUNCIL AND AMENDED ON 9.5.2005 BY THE SECRETARY FOR ENVIRONMENT, TRANSPORT AND WORKS IS SHOWN ON THE PLAN FOR INFORMATION ONLY.

0M(米) 比例 Scale 500M(米)

N(北)

摘錄自憲報公布日期為2012年4月27日的將軍澳分區計劃大綱核准圖編號S/TKO/20。

Extracted from the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/20 gazetted on 27th April, 2012.

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因技術原因(例如發展項目之形狀)，分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求。

Due to technical reasons (such as the shape of the development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

圖例 NOTATION

地帶 ZONES

綜合發展區	CDA	COMPREHENSIVE DEVELOPMENT AREA
商業/住宅	C/R	COMMERCIAL/RESIDENTIAL
住宅(甲類)	R(A)	RESIDENTIAL (GROUP A)
住宅(乙類)	R(B)	RESIDENTIAL (GROUP B)
住宅(丙類)	R(C)	RESIDENTIAL (GROUP C)
住宅(戊類)	R(E)	RESIDENTIAL (GROUP E)
鄉村式發展	V	VILLAGE TYPE DEVELOPMENT
政府、機構或社區	G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY
休憩用地	O	OPEN SPACE
康樂	REC	RECREATION
其他指定用途	OU	OTHER SPECIFIED USES
綠化地帶	GB	GREEN BELT

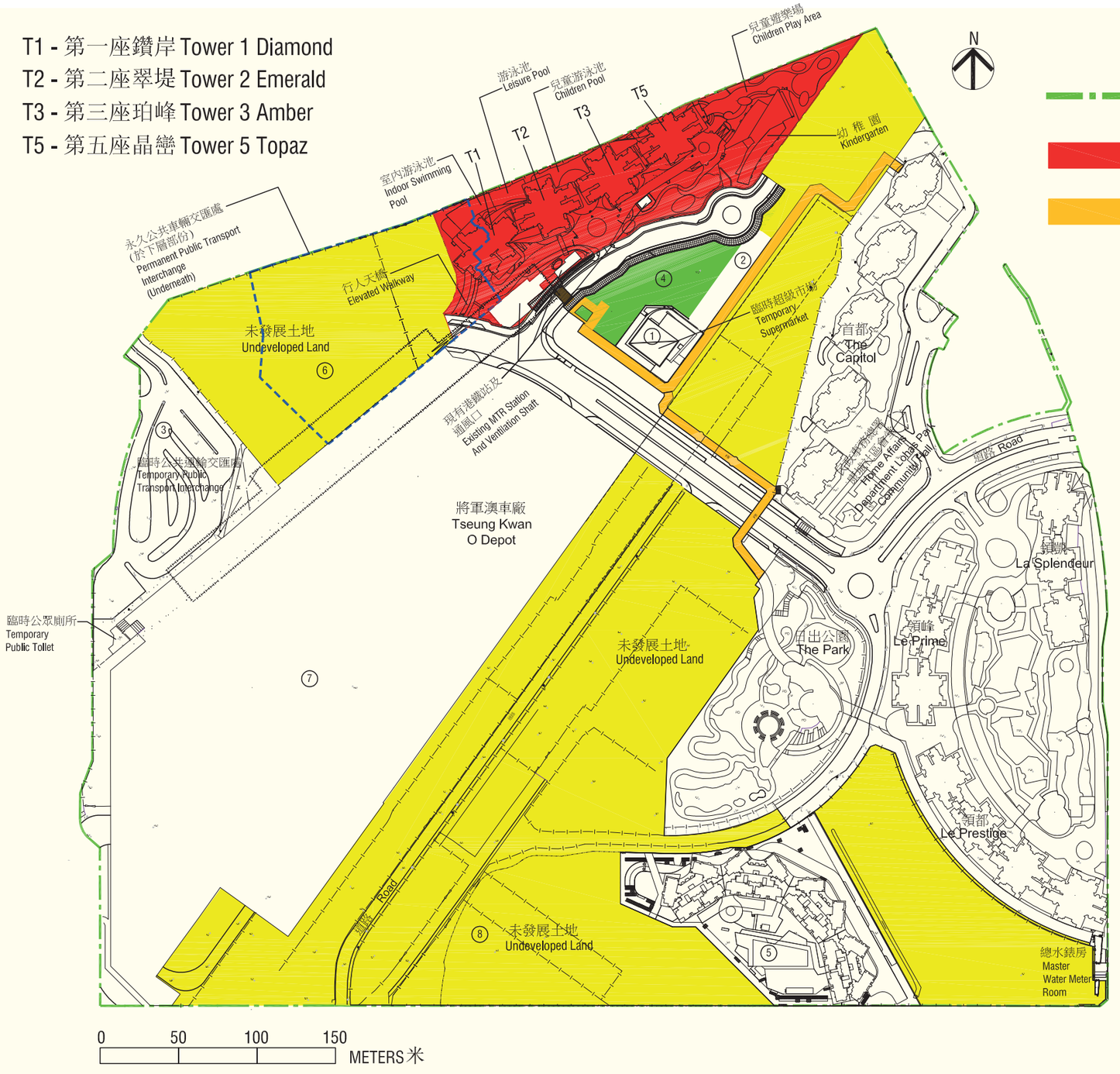
交通 COMMUNICATIONS

鐵路及車站	車站 STATION	RAILWAY AND STATION
鐵路及車站(地下)	車站 STATION	RAILWAY AND STATION (UNDERGROUND)
主要道路及路口		MAJOR ROAD AND JUNCTION
高架道路		ELEVATED ROAD

其他 MISCELLANEOUS

規劃範圍界線		BOUNDARY OF PLANNING SCHEME
規劃區編號	36	PLANNING AREA NUMBER
郊野公園界線		BOUNDARY OF COUNTRY PARK
加油站	P F S	PETROL FILLING STATION
發展項目的邊界		BOUNDARY OF THE DEVELOPMENT

發展項目的布局圖
Layout plan of the development



圖例 LEGEND

- 本發展項目邊界 Boundary of the Development
- 期數的位置 Location of the Phase
- 臨時行人通道 Temporary Pedestrian Walkway
- 臨時休憩用地 Temporary Open Space
- 未發展土地 Undeveloped Land
- 永久公共車輛交匯處 Permanent Public Transport Interchange

註REMARKS：

1. 臨時超級市場為現有設施而其未來用途或將有所改變或/及被移除。
   Temporary Supermarket is an existing facility and its future use is subject to change and/or removal.
2. 臨時行人通道(圖中橙色部份)為現有設施而其未來用途或將有所改變或/及被移除。
   Temporary pedestrian walkways (coloured orange on the plan) are existing facilities and their future uses are subject to change and/or removal.
3. 臨時公共運輸交匯處及公共廁所為現有設施而未來用途或將有所改變或/及被移除。
   Temporary Public Transport Interchange and public toilet are existing facilities and their future uses are subject to change and/or removal.
4. 臨時休憩用地(圖中綠色部份)的預計落成日期為2015年12月31日。該區域為臨時設施而其未來用途或將有所改變。
   The estimated date of completion of the temporary open space (coloured green on the plan) is 31 December 2015. It is a temporary facility and its future uses are subject to change.
5. 地盤O的預計落成日期為2020年1月31日。
   The estimated date of completion of the Site O is 31 January 2020.
6. 永久公共運輸交匯處(圖中藍色點線範圍)將與本發展項目餘下部份一同落成。
   Permanent Public Transport Interchange (area enclosed with blue dotted line) will be completed with the rest of the Development.
7. 將軍澳車廠上蓋地盤尚在規劃中並將與本發展項目餘下部份一同落成。
   The sites above the Tseung Kwan O Depot are in planning stage and will be completed with the rest of the Development.
8. 未發展土地(圖中黃色部份)尚未有任何批准圖則。其規劃用途將包括住宅、商業、港鐵設施及其他配套及政府、機構或社區設施用途。
   For undeveloped land (coloured yellow on the plan,) no building plans have been approved yet. The intended uses include residential, commercial, MTR facilities and accommodation and Government, Institution or Community uses.

備註 ：發展項目內的建築物及設施將來可能會有所變化，並以有關政府部門的批核為準。
Remarks : There may be future changes to the above buildings and facilities in the Development subject to the final approval by the relevant Government authorities.

GLOSSARY 詞彙表

B.W. = Bay Window 窗台
BALCONY = 露台
BATH 1 = Bathroom 1 1號浴室
BATH 2 = Bathroom 2 2號浴室
BEDROOM 1 = 1號睡房
BEDROOM 2 = 2號睡房
BEDROOM 3 = 3號睡房
DN. = Down 落
DINING = Dining Room 飯廳
DOG HOUSE = 機電箱
E.D. = Electrical Duct 電線槽
E.M.D. = Electricity Meter Duct 電錶槽
E.M.R. = Electricity Meter Room 電錶房
ELECT. RM. = Electrical Room 機電房
ELV. D. /ELV. = Extra Low Voltage Duct 特低壓電槽
ELV. RM. = Extra Low Voltage Room 特低壓電房
F.H. = Fire Hydrant 消防栓
FIREMAN LIFT LOBBY = 消防員升降機大堂
FLAT ROOF = 平台
FULL HEIGHT ACOUSTIC FINS = 全高隔聲鰭
H.R. = Hose Reel 消防喉轆
KIT. = Kitchen 廚房
L = Lift 升降機
LIFT LOBBY = 升降機大堂
LIGHT WELL = 光井
LIVING = Living Room 客廳
LOUVER AT H/L = Louver at High Level 位於高處的百葉
MAID ROOM = 工人房
MAINTENANCE DOOR = 維修門
MASTER BATH = 主浴室
MASTER BEDROOM = 主睡房
METAL FINS = 金屬裝飾
P.D. = Pipe Duct 管道槽
PIPE DUCT = 管道槽
PIPE DUCT (R.W.P.) = 管道槽(雨水管道)
PIPE DUCT (S.W.P.) = 管道槽(污水管道)
PIPE WELL = 管井
PRECAST A/C PLATFORM = Precast Air-conditioning Platform 預製冷氣機平台
REFUSE RM. = Refuse Room 垃圾房
STORE = Store Room 儲物房
TOILET = 廁所
TOP FINS OF B.W. = 窗台頂部簷
U.P. = Utility Platform 工作平台
UP = 上
VOID = 中空
W.M.C. = Water Meter Cabinet 水錶箱
W.M.D. = Water Meter Duct 水錶槽

適用於本節各樓面平面圖之備註：

1) 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
2) 露台及工作平台為不可封閉之地方。
3) 部份樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之總建築圖則及其他相關圖則。
4) 部份住宅物業的露台及/或工作平台側外牆裝飾板內藏公用去水渠。
5) 部份住宅物業客廳、飯廳、睡房、走廊及/或廚房之裝飾橫樑或假天花內裝置冷氣喉管及/或其他機電設備。
6) 單位有非結構預製外牆。買賣合約之實用面積之計算包括非結構預製外牆，並由非結構預製外牆之外圍起計。

Remarks applicable to the floor plans of this section:

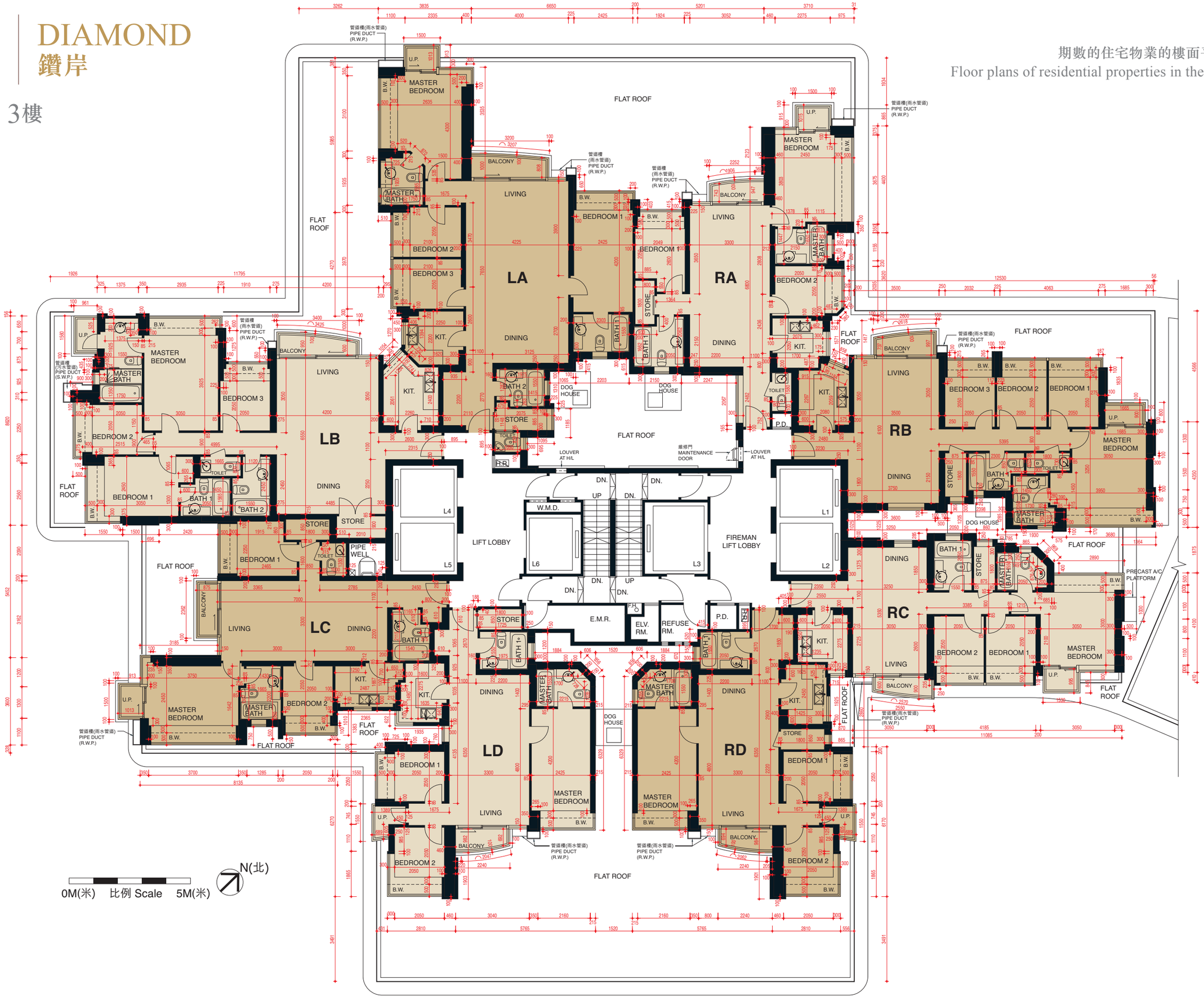
1) The dimensions of the floor plans are all structural dimensions in millimeter.
2) Balcony and Utility Platform are Non-enclosed Areas.
3) There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.
4) Common drain pipes enclosed in cladding are located adjacent to balcony and/or utility platform of some residential properties.
5) There are ceiling bulkheads or false ceiling at living room, dining room, bedrooms, corridor and/or kitchen of some residential properties for the air-conditioning system and/or M&E services.
6) There are non-structural prefabricated external walls in the residential units. The Saleable Area as defined in the formal Agreement for Sale and Purchase of a residential unit has included the non-structural prefabricated external walls and is measured from the exterior of such non-structural prefabricated external walls.

TOWER 1 第一座

DIAMOND 鑽岸

3/F 3樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

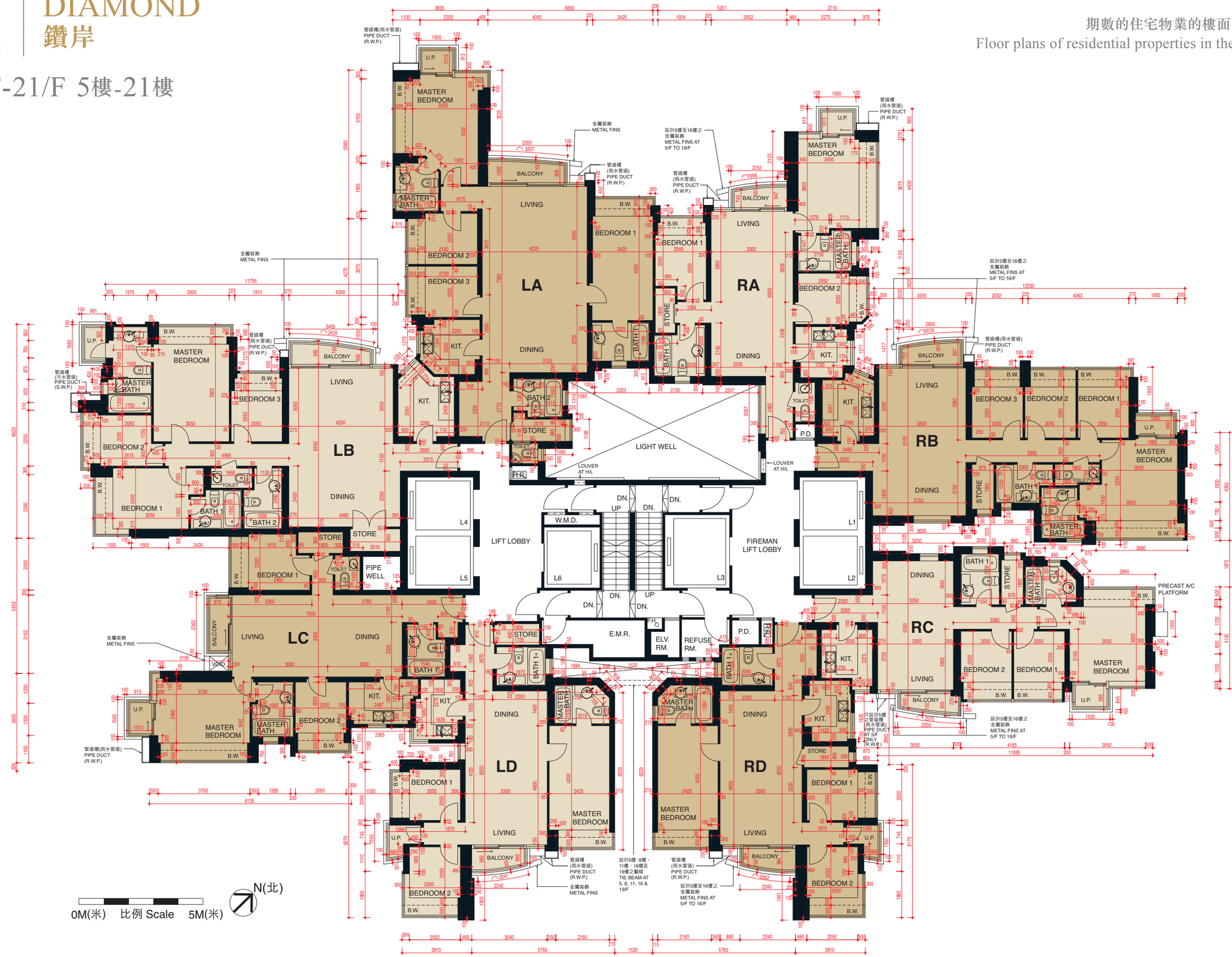
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 1 第一座

DIAMOND 鑽岸

5/F-21/F 5樓-21樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

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(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

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(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

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每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

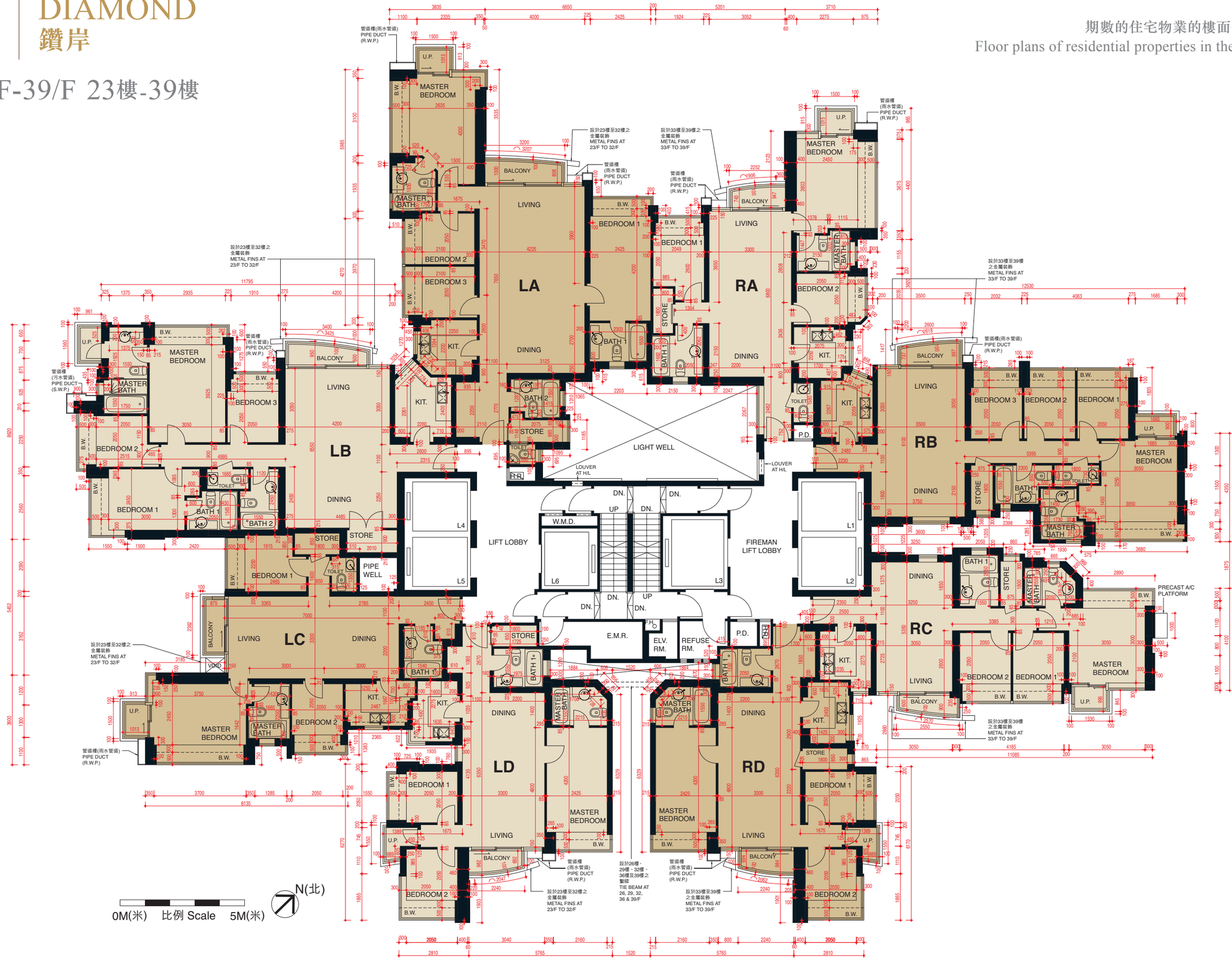
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 1 第一座

DIAMOND 鑽岸

23/F-39/F 23樓-39樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

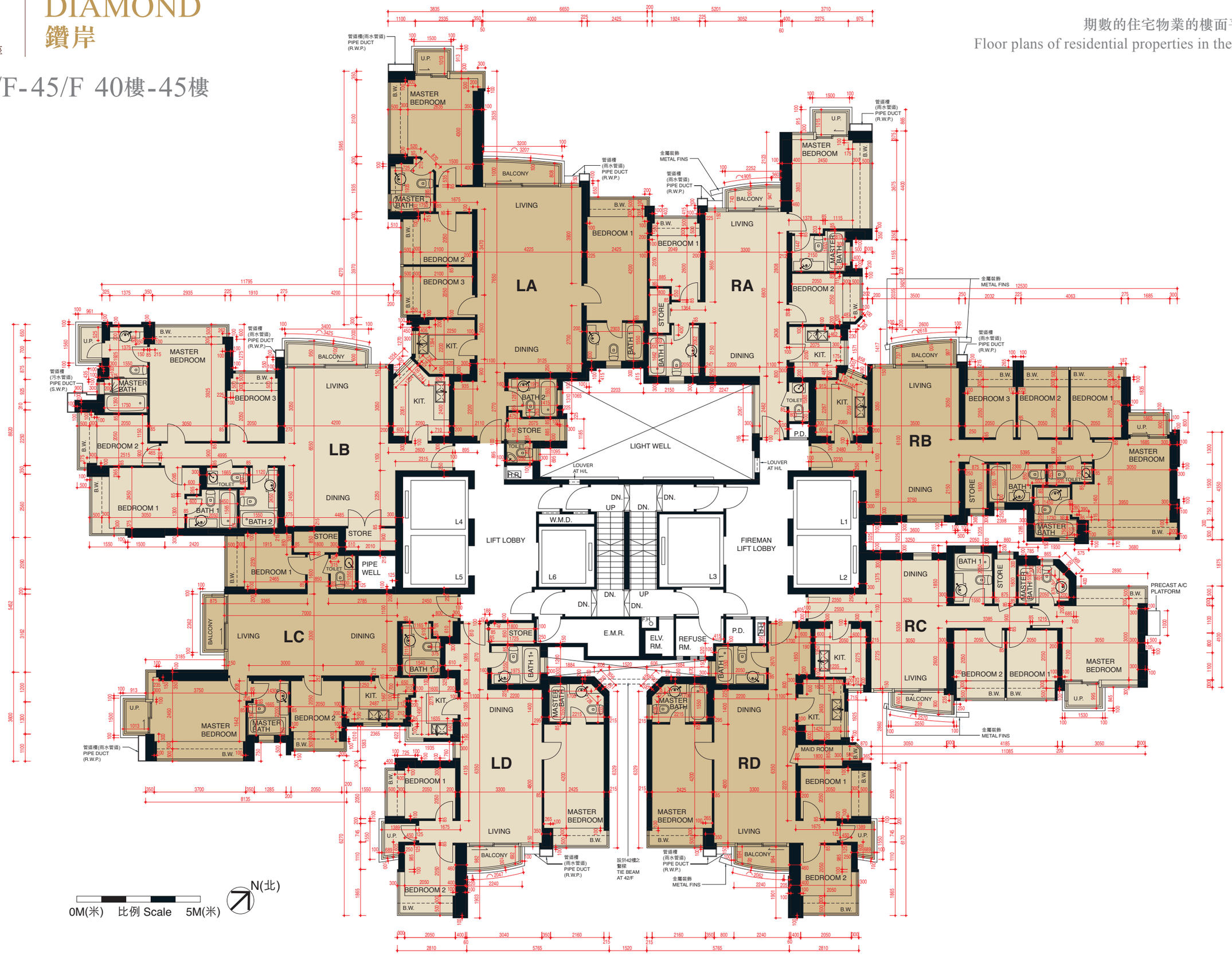
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 1 第一座

DIAMOND 鑽岸

40/F-45/F 40樓-45樓



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

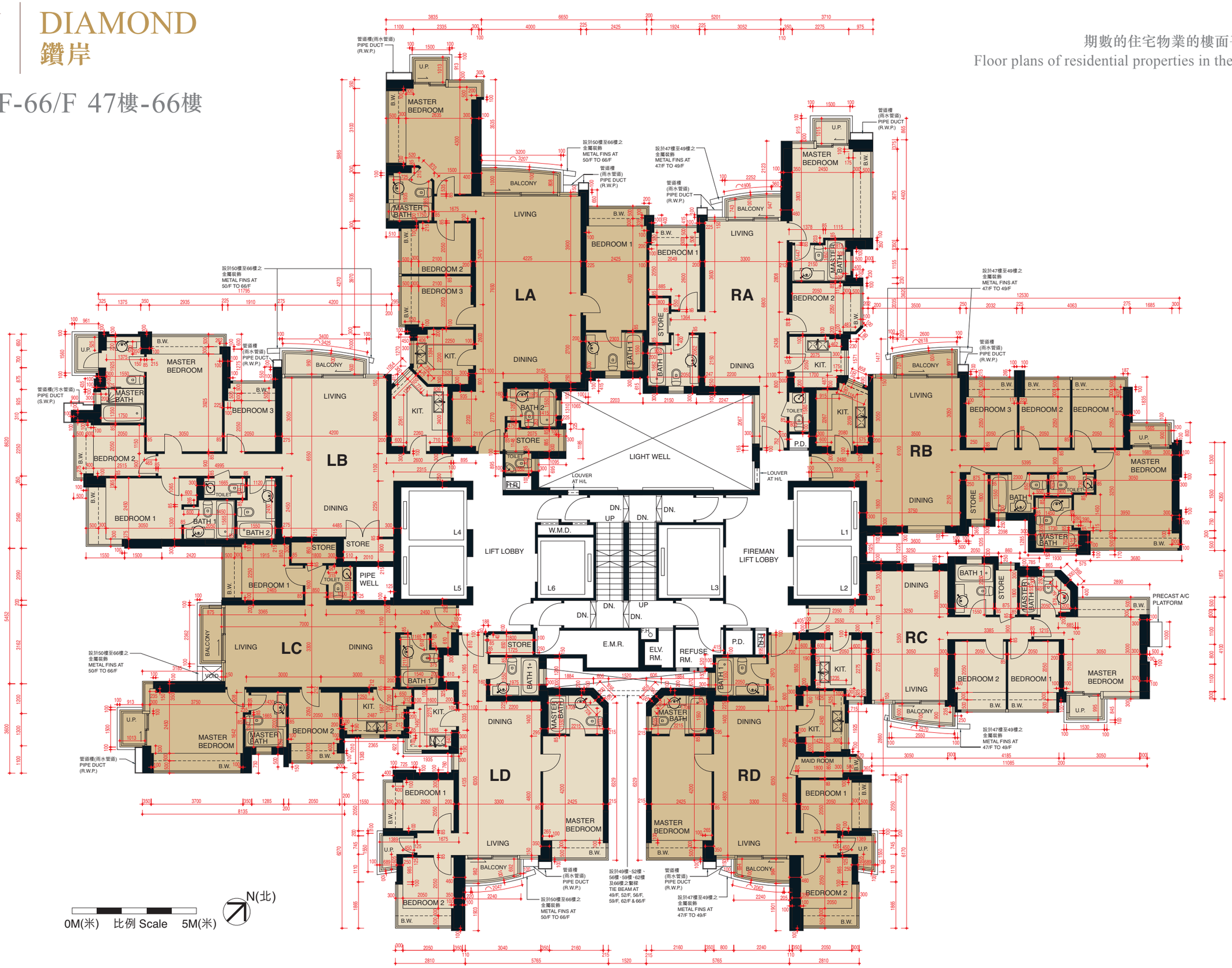
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 1 第一座

DIAMOND 鑽岸

47/F-66/F 47樓-66樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米(適用於第一座鑽岸47樓至65樓)；3.150米(適用於第一座鑽岸66樓)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

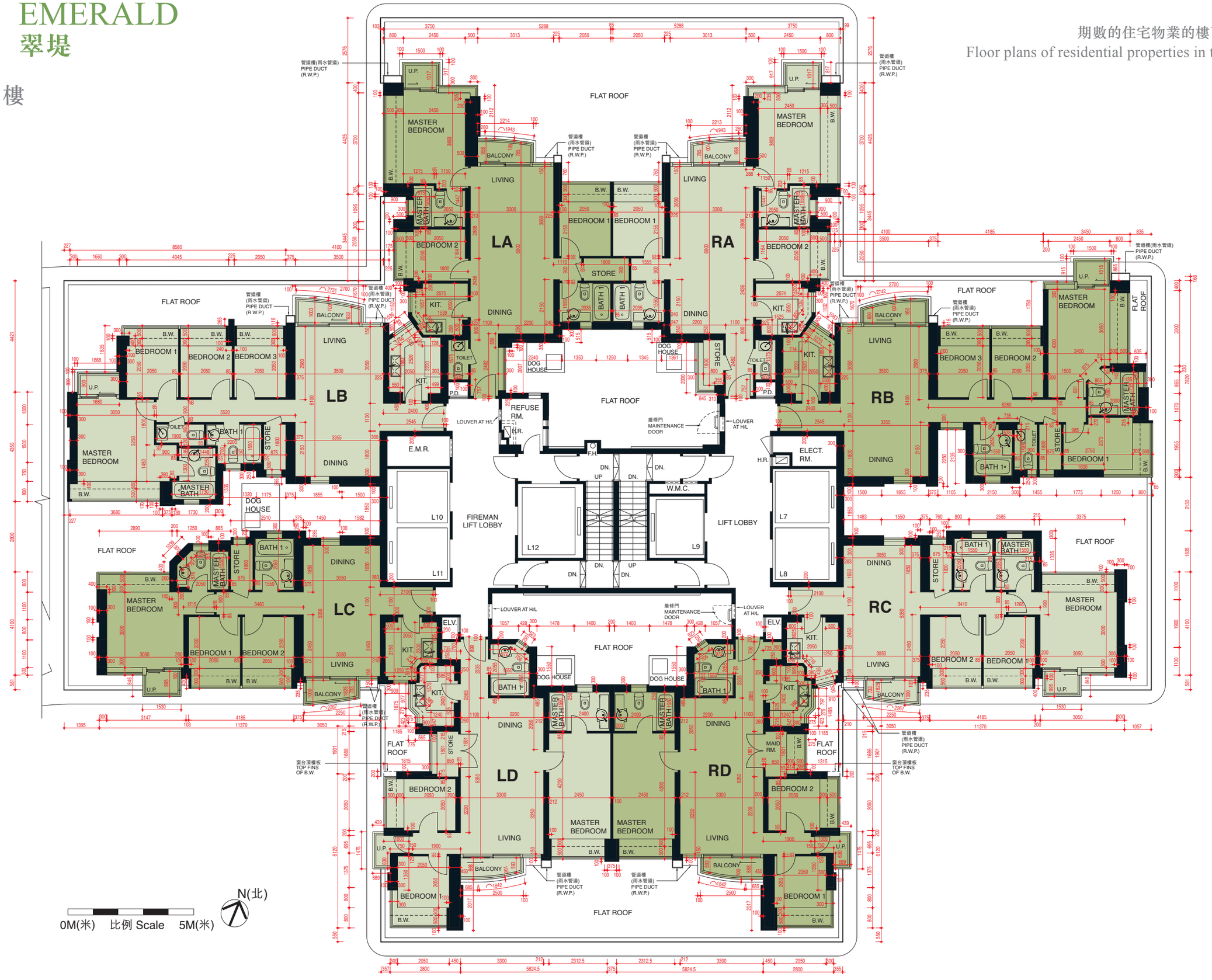
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m (Applicable to 47/F - 65/F of Tower 1 Diamond); 3.150m (Applicable to 66/F of Tower 1 Diamond)

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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

3/F 3樓


LA
LB
LC
LD
RA
RB
RC
RD
FLAT ROOF
MASTER BEDROOM
BEDROOM 1
BEDROOM 2
BEDROOM 3
LIVING
DINING
KIT.
BALCONY
STORE
BATH 1
MASTER BATH
B.W.
U.P.
TOILET
DOG HOUSE
REFUSE RM.
E.M.R.
ELECT. RM.
MAID RM.
FIREMAN LIFT LOBBY
LIFT LOBBY
W.M.C.
ELV.
L7
L8
L9
L10
L11
L12
管道槽(雨水管道) PIPE DUCT (R.W.P.)
維修門 MAINTENANCE DOOR
LOUVER AT H/L
窗台頂樓板 TOP FINS OF B.W.
N(北)
0M(米) 比例 Scale 5M(米)

(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

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(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

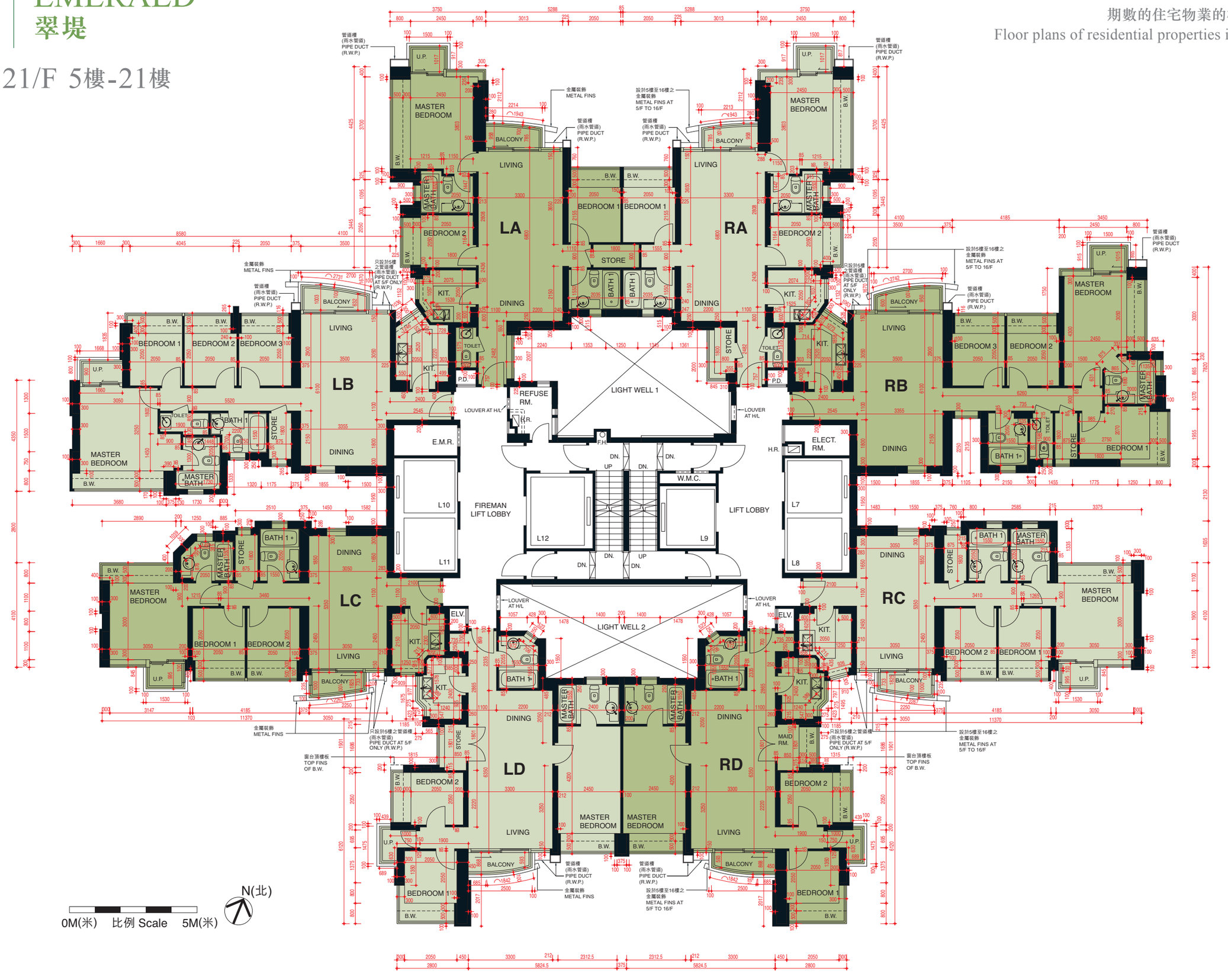
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 2 第二座

EMERALD 翠堤

5/F-21/F 5樓-21樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

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(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

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(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 2 第二座

EMERALD 翠堤

23/F-40/F 23樓-40樓

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

(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

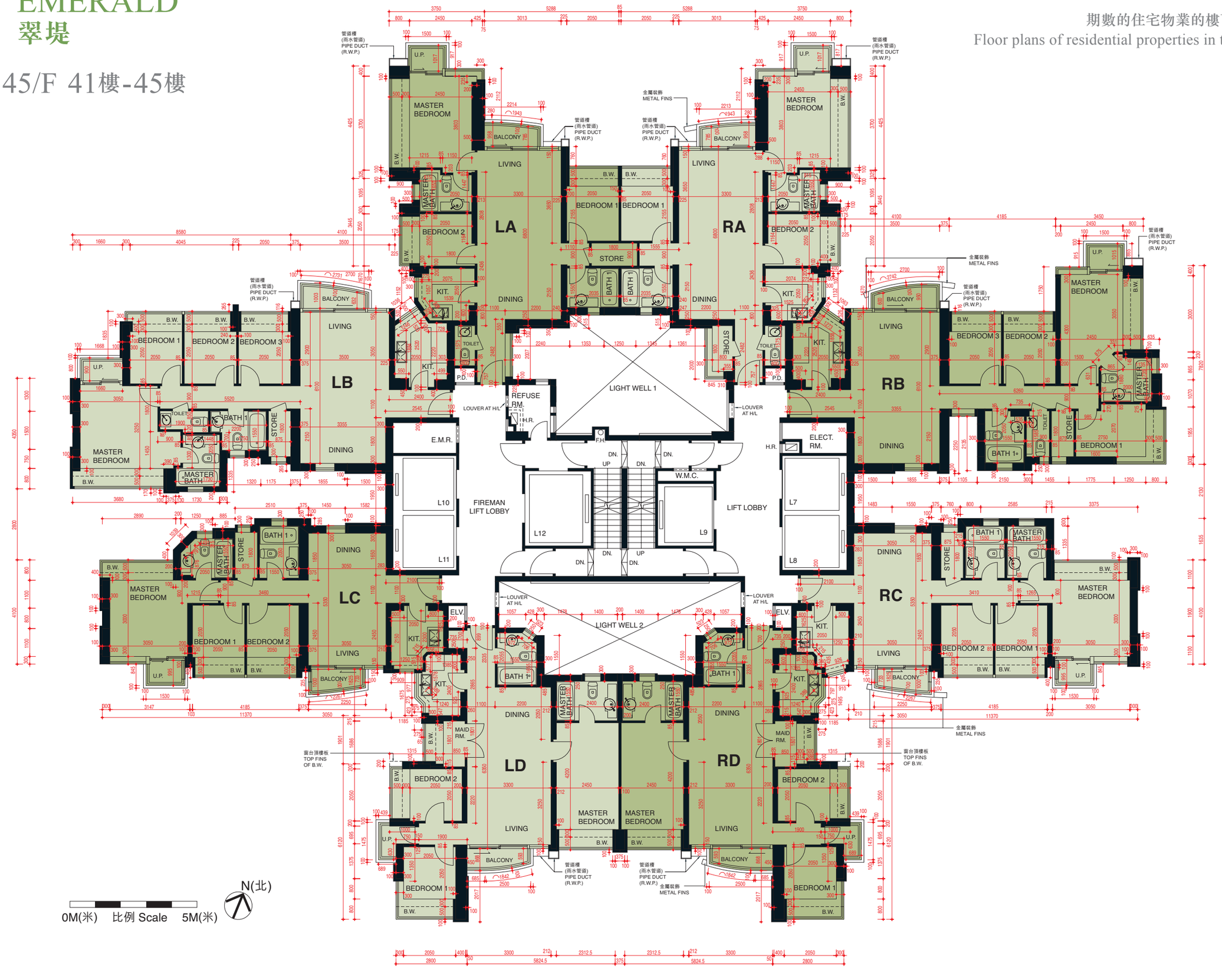
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 2 第二座

EMERALD 翠堤

41/F-45/F 41樓-45樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

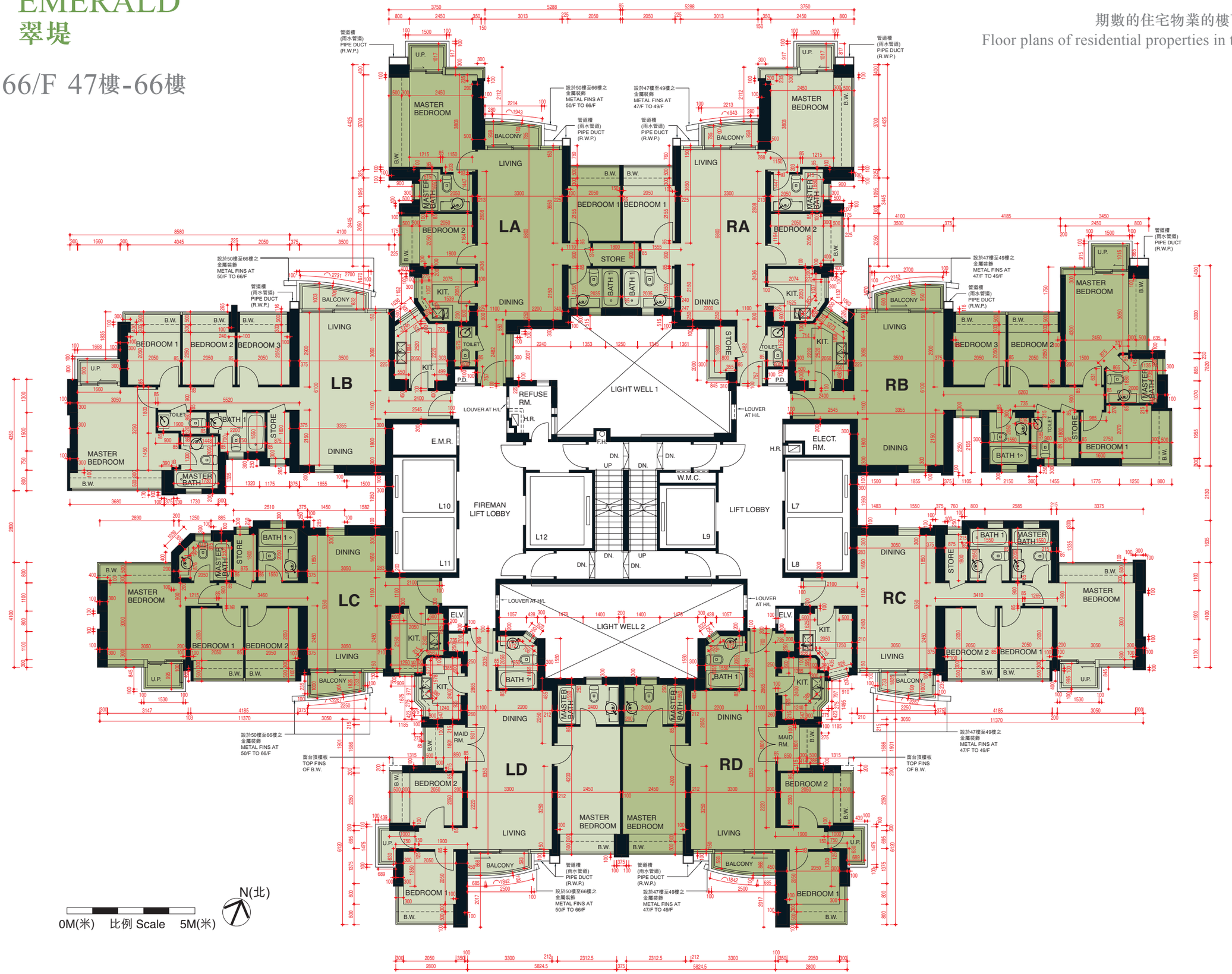
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 2 第二座

EMERALD 翠堤

47/F-66/F 47樓-66樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米(適用於第二座翠堤47樓至65樓)；3.150米(適用於第二座翠堤66樓)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

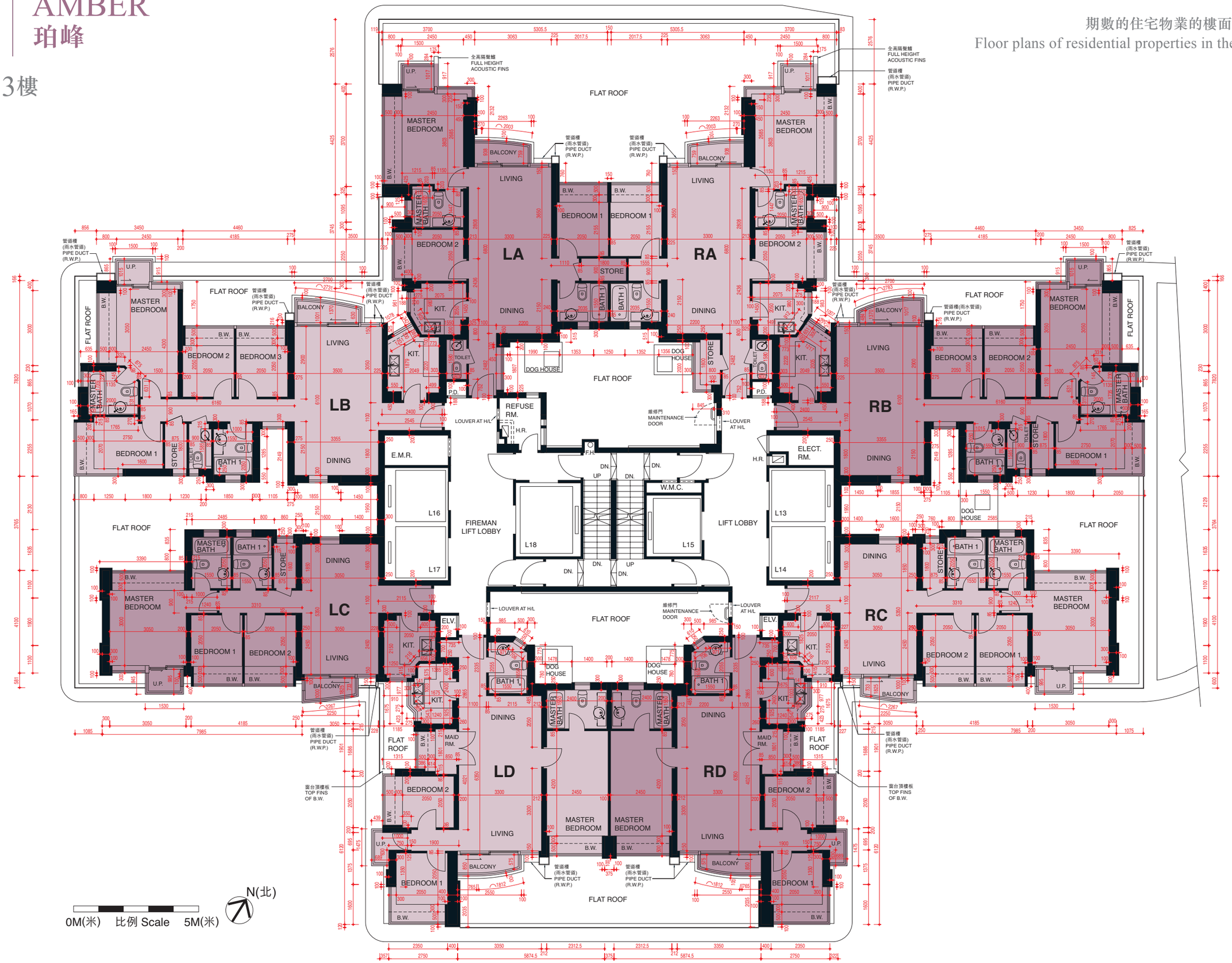
The floor-to-floor height of each residential property: 2.975m (Applicable to 47/F - 65/F of Tower 2 Emerald); 3.150m (Applicable to 66/F of Tower 2 Emerald)

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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

3/F 3樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

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備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

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

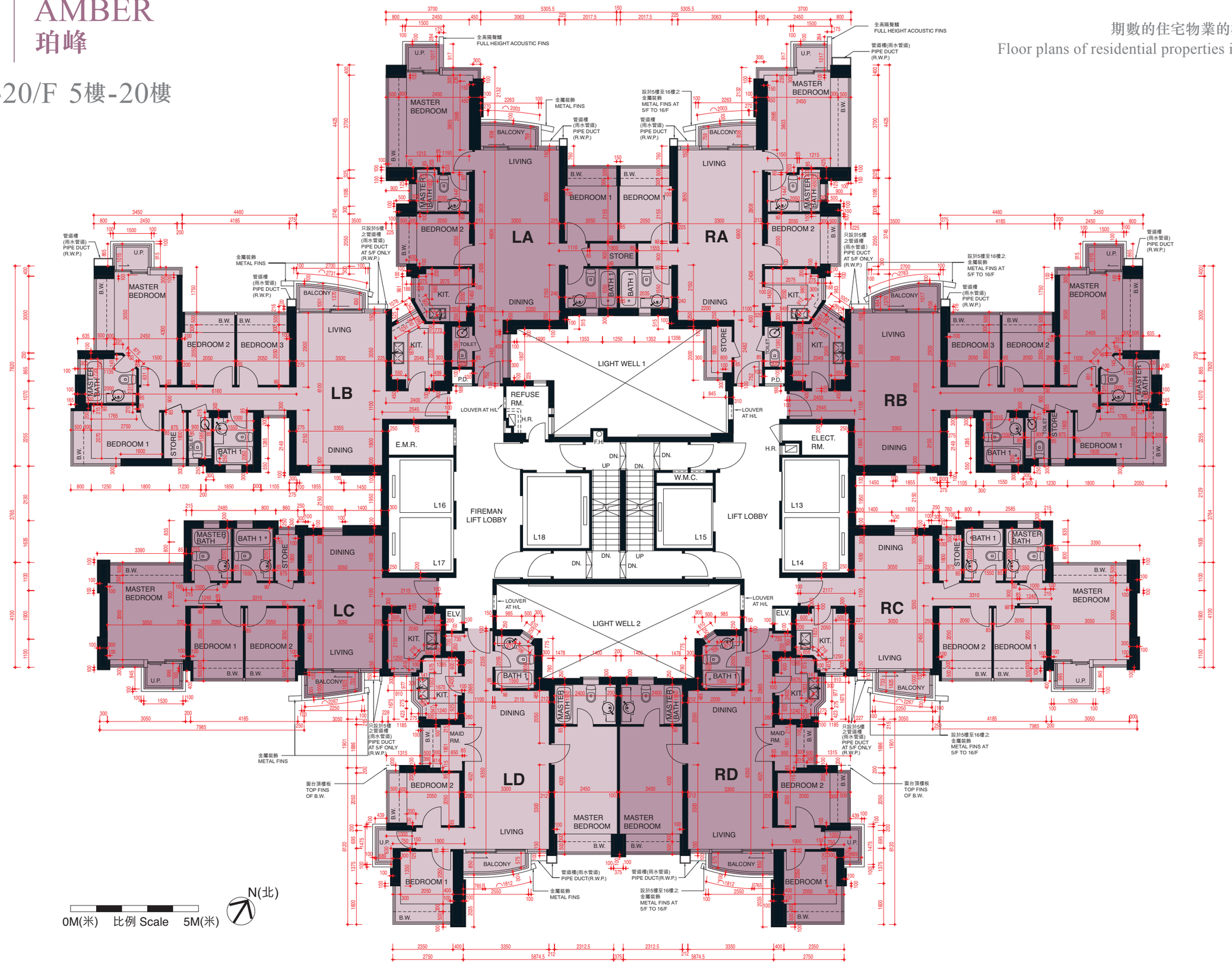
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 3 第三座

AMBER 珀峰

5/F-20/F 5樓-20樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

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(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

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

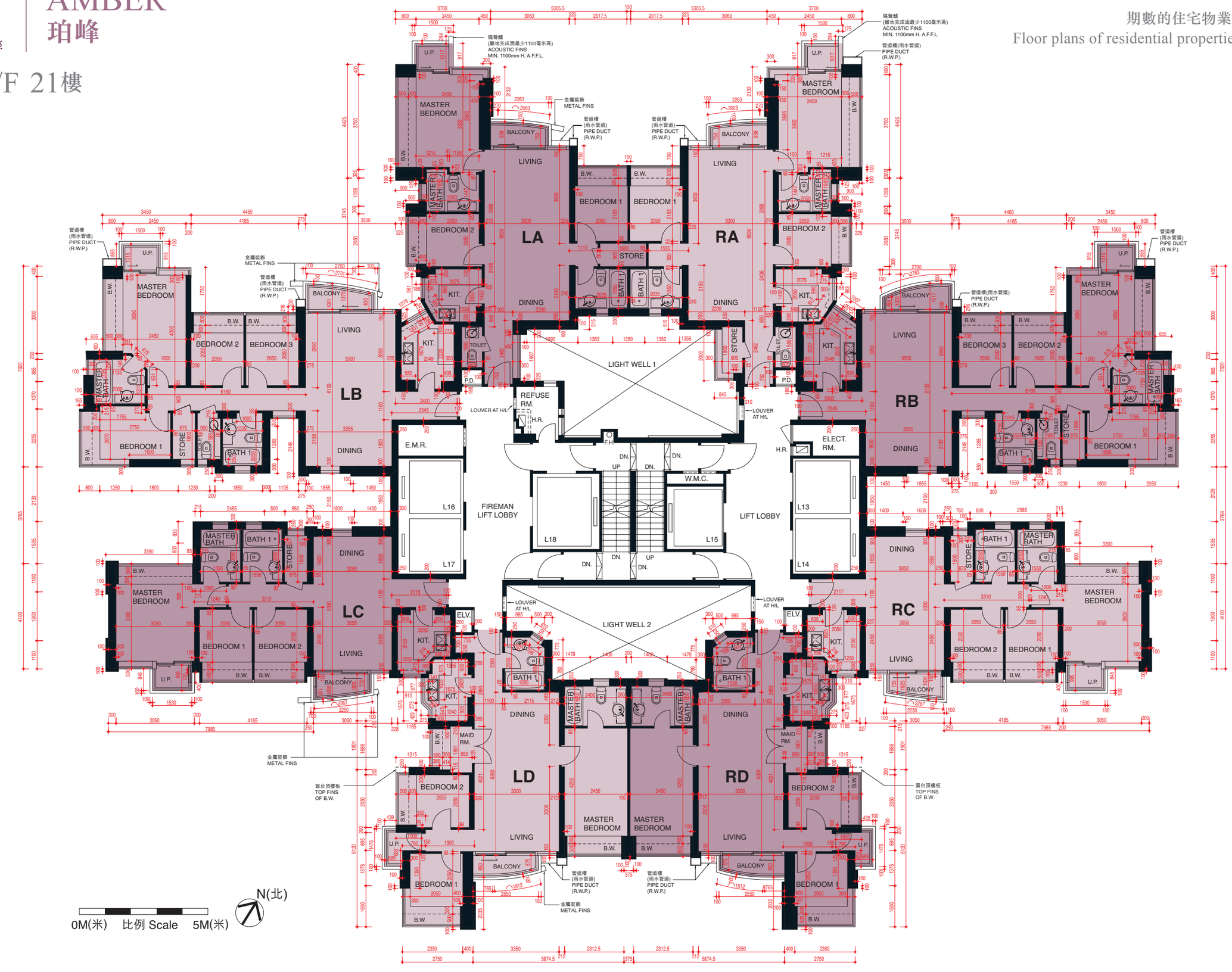
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 3 第三座

AMBER 珀峰

21/F 21樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

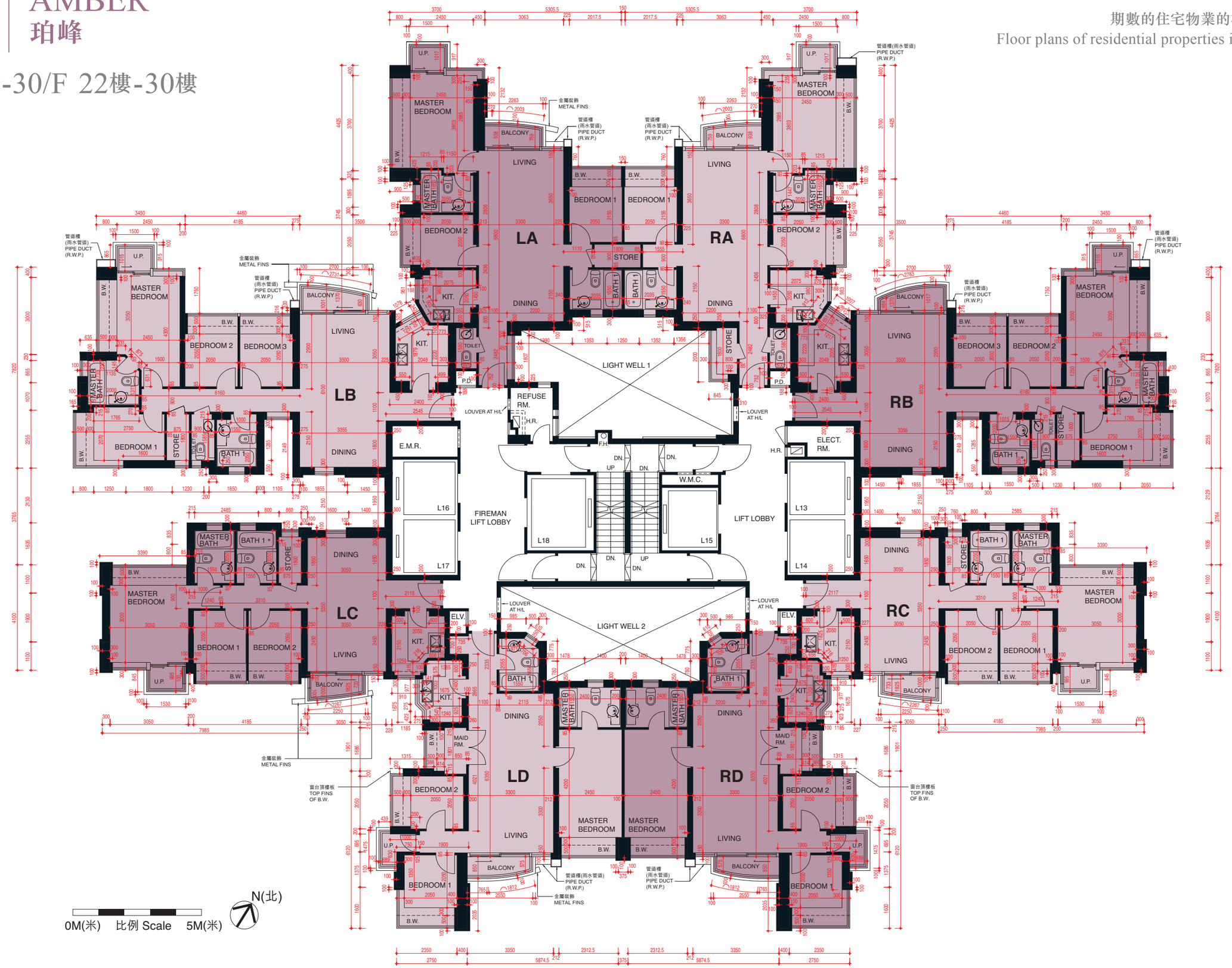
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 3 第三座

AMBER 珀峰

22/F-30/F 22樓-30樓



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m

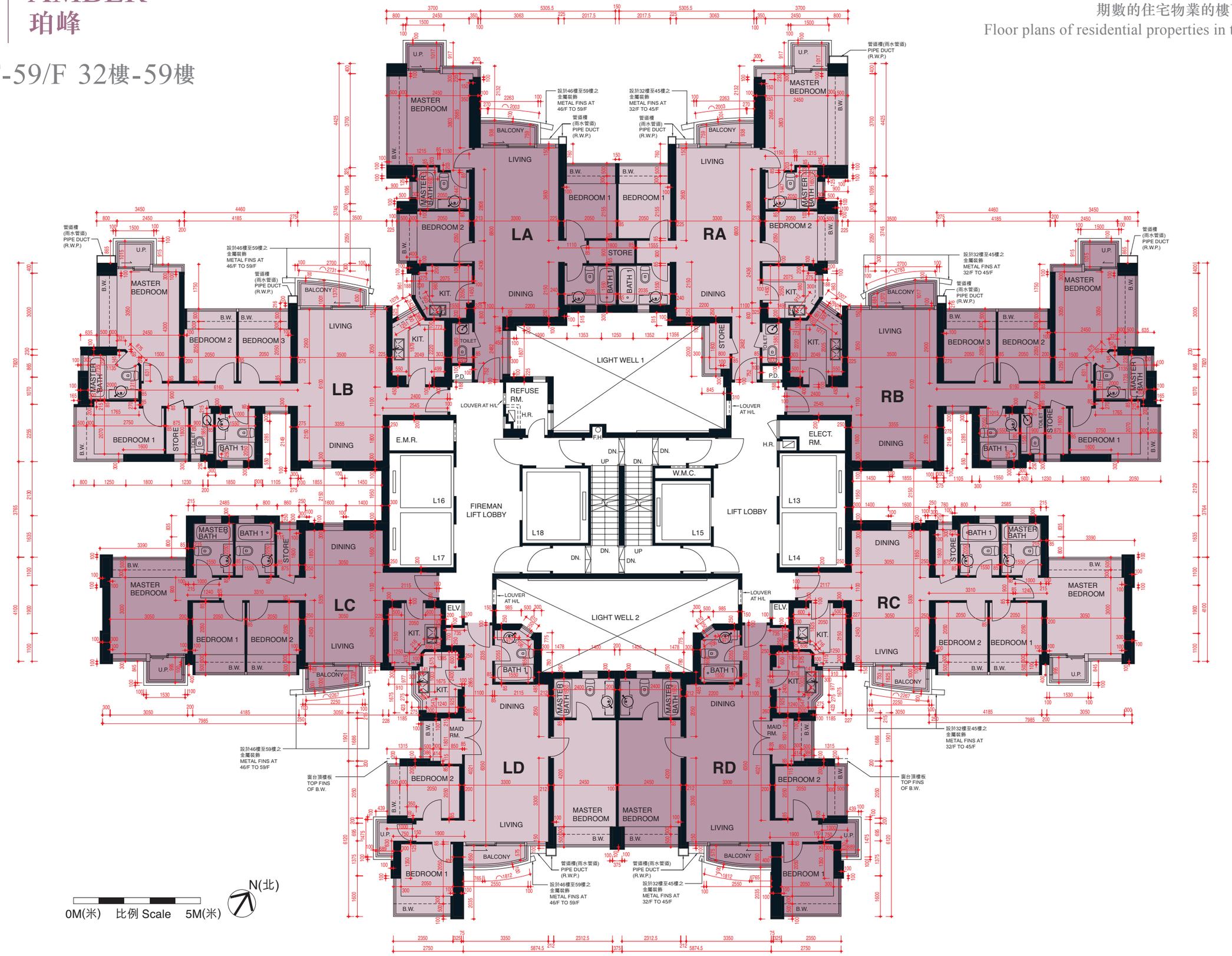
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 3 第三座

AMBER 珀峰

32/F-59/F 32樓-59樓



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：2.975米(適用於第三座珀峰32樓至58樓)；3.150米(適用於第三座珀峰59樓)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

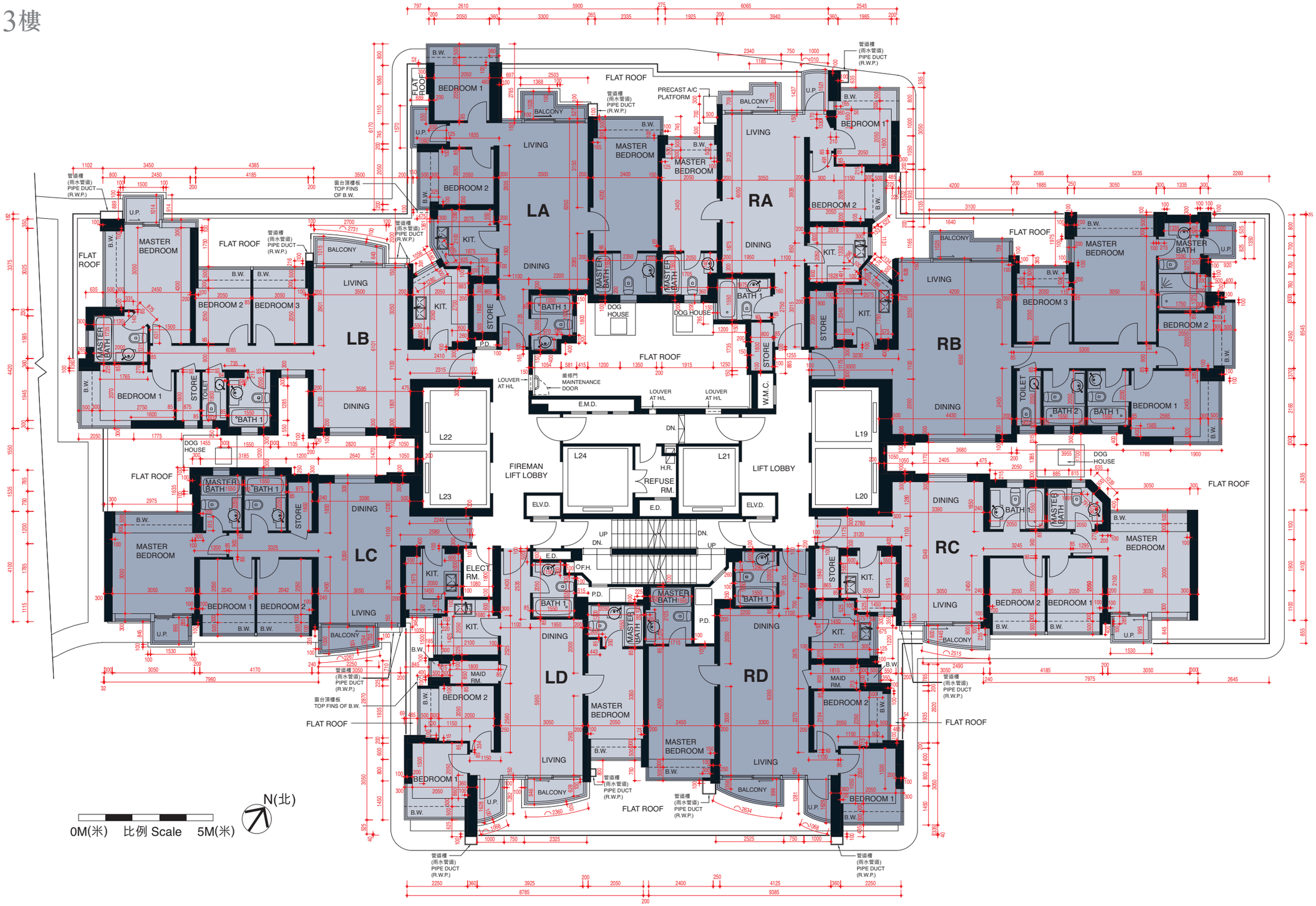
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

The floor-to-floor height of each residential property: 2.975m (Applicable to 32/F - 58/F of Tower 3 Amber); 3.150m (Applicable to 59/F of Tower 3 Amber)

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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

3/F 3樓


LA
LB
LC
LD
RA
RB
RC
RD
LIVING
DINING
KITCHEN
BEDROOM 1
BEDROOM 2
BEDROOM 3
MASTER BEDROOM
BALCONY
FLAT ROOF
LIFT LOBBY
FIREMAN LIFT LOBBY
L19
L20
L21
L22
L23
L24
N(北)
0M(米) 比例 Scale 5M(米)

(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

15 (a) 在不影響主公契中第E節第19(a)條及本副公契中第三附錄的第3條的情況下，除非得到地政總署署長或不時地替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可於任何第三期住宅單位進行或准許或容許任何工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第三期住宅單位可由內部連接及進入任何鄰接的或鄰近的第三期住宅單位。

(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米及135毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm and 135mm

The floor-to-floor height of each residential property: 2.975m

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

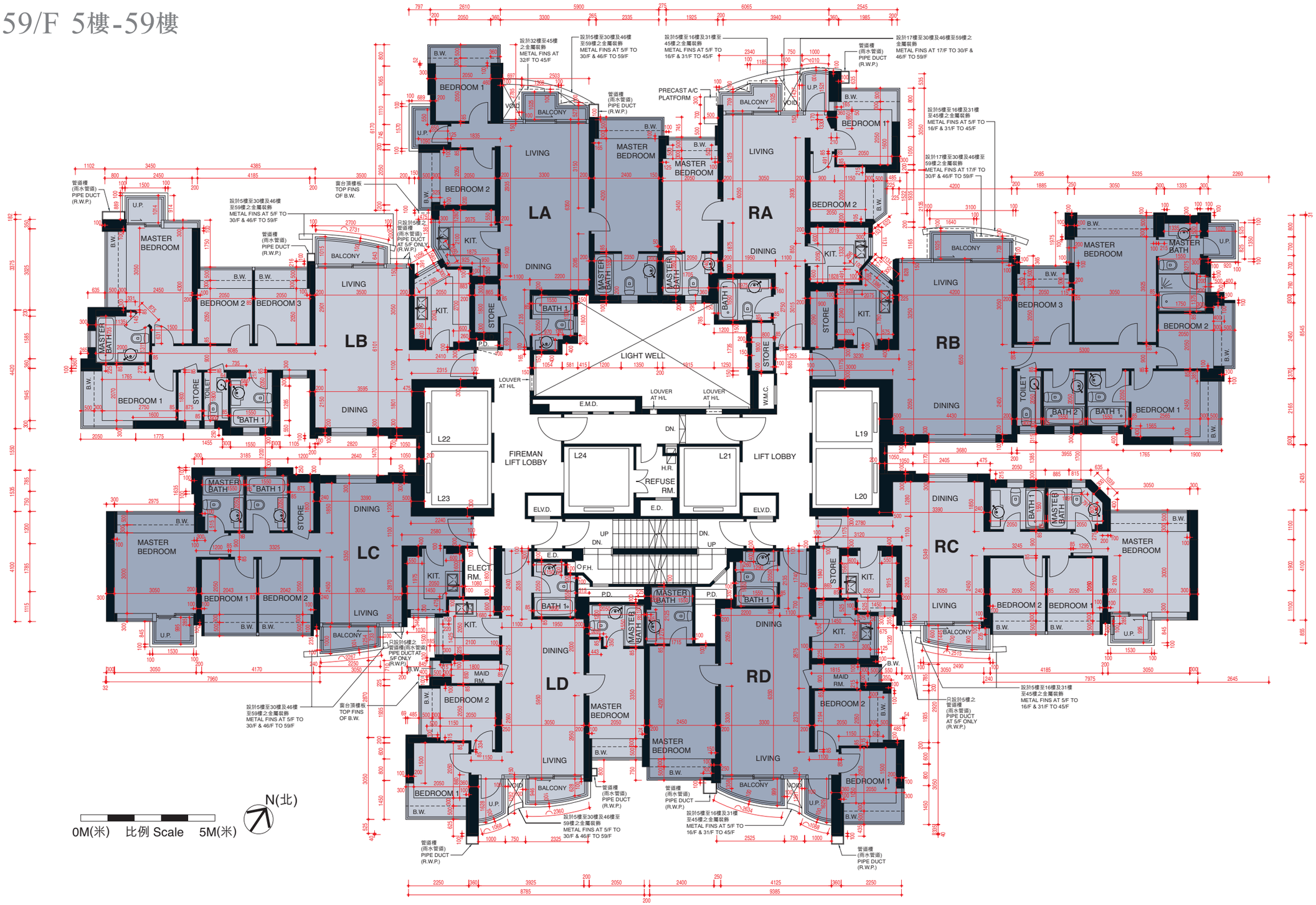
Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

TOWER 5 第五座

TOPAZ 晶巒

5/F-59/F 5樓-59樓

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



(I) 批地文件中對於期數中住宅單位的最少數目的限制：1533

(II) 已批核的關乎期數的副公契中第三附錄第15條：

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(b) 經理人需於第三期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時地替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第三期業主免費查閱。任何第三期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第三期之特別基金。

(III) 期數所提供的住宅單位總數：1648

(I) The restriction in the Land Grant on the minimum number of residential units in the Phase: 1533

(II) Clause 15 in the Third Schedule of the approved form Sub-Deed of Mutual Covenant for the Phase:

15(a) Without prejudice to Clause 19(a) of Section E of the Principal Deed and Clause 3 of the Third Schedule to this Deed, no Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase III Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase III Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase III Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase III the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase III free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase III.

(III) The total number of residential units provided in the Phase: 1648

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米(適用於第五座晶巒30樓及59樓)；150毫米及135毫米(適用於第五座晶巒5樓至29樓及32樓至58樓)

每個住宅物業的層與層之間的高度：2.975米(適用於第五座晶巒5樓至58樓)；3.150米(適用於第五座晶巒59樓LA、LB、LC及LD單)；3.500米(適用於第五座晶巒59樓RA、RB、RC及RD單位)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：左方平面圖中顯示之名詞及簡稱請參閱本售樓說明書第15頁。

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm (Applicable to 30/F and 59/F of Tower 5 Topaz); 150mm and 135mm (Applicable to 5/F-29/F and 32/F - 58/F of Tower 5 Topaz)

The floor-to-floor height of each residential property: 2.975m (Applicable to 5/F - 58/F of Tower 5 Topaz); 3.150m (Applicable to Units LA, LB, LC and LD on 59/F of Tower 5 Topaz); 3.500m (Applicable to Units RA, RB, RC and RD on 59/F of Tower 5 Topaz)

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

Remark: Please refer to page 15 of this sales brochure for legend of the terms and abbreviations shown in the floor plan above.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1	3樓-21樓 3/F-21/F	LA	106.067 **(1,142)** 露台 Balcony: 2.982 **(32)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.588 **(49)**	–	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		105.944 **(1,140)** 露台 Balcony: 2.982 **(32)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.588 **(49)**	–	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		105.822 **(1,139)** 露台 Balcony: 2.982 **(32)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.588 **(49)**	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	LB	105.448 **(1,135)** 露台 Balcony: 2.858 **(31)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.680 **(50)**	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	LC	76.127 **(819)** 露台 Balcony: 2.072 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.820 **(41)**	–	–	–	–	–	–	–	–
	3樓-21樓 3/F-21/F	LD	72.811 **(784)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.227 **(35)**	–	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		72.715 **(783)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.227 **(35)**	–	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		72.635 **(782)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.227 **(35)**	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1	3樓-21樓 3/F-21/F	RA	74.915 (806) 露台 Balcony: 2.000 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.531 (38)	–	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		74.799 (805) 露台 Balcony: 2.000 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.531 (38)	–	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		74.701 (804) 露台 Balcony: 2.000 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.531 (38)	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	RB	86.180 (928) 露台 Balcony: 2.371 (26); 工作平台 Utility Platform: 1.500 (16)	–	4.813 (52)	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	RC	69.318 (746) 露台 Balcony: 2.000 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.437 (37)	–	–	–	–	–	–	–	–
	3樓-21樓 3/F-21/F	RD	72.799 (784) 露台 Balcony: 2.003 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.182 (34)	–	–	–	–	–	–	–	–
	23樓-39樓 23/F-39/F		72.703 (783) 露台 Balcony: 2.003 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.182 (34)	–	–	–	–	–	–	–	–
	40樓-45樓 40/F-45/F		72.713 (783) 露台 Balcony: 2.003 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.520 (38)	–	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		72.633 (782) 露台 Balcony: 2.003 (22); 工作平台 Utility Platform: 1.500 (16)	–	3.520 (38)	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
2	3樓-21樓 3/F-21/F	LA	73.511 **(791)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.707 **(40)**	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		73.398 **(790)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.707 **(40)**	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		73.286 **(789)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.707 **(40)**	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	LB	86.370 **(930)** 露台 Balcony: 2.344 **(25)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.807 **(52)**	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	LC	68.663 **(739)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.437 **(37)**	–	–	–	–	–	–	–
	3樓-21樓 3/F-21/F	LD	71.927 **(774)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.206 **(35)**	–	–	–	–	–	–	–
	23樓-40樓 23/F-40/F		71.842 **(773)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.206 **(35)**	–	–	–	–	–	–	–
	41樓-45樓 41/F-45/F		71.883 **(774)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.949 **(43)**	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		71.798 **(773)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.949 **(43)**	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
2	3樓-21樓 3/F-21/F	RA	73.909 **(796)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		73.796 **(794)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–	–
	47樓-66樓 47/F-66/F		73.684 **(793)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	RB	88.184 **(949)** 露台 Balcony: 2.345 **(25)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.470 **(48)**	–	–	–	–	–	–	–	–
	3樓-66樓 3/F-66/F	RC	69.073 **(743)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.429 **(37)**	–	–	–	–	–	–	–	–
	3樓-21樓 3/F-21/F	RD	71.935 **(774)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.962 **(43)**	–	–	–	–	–	–	–	–
	23樓-45樓 23/F-45/F		71.850 **(773)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.962 **(43)**	–	–	–	–	–	–	–	–
	47樓-66樓 47/F- 66/F		71.765 **(772)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.962 **(43)**	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
3	3樓-30樓 3/F-30/F	LA	73.359 **(790)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–	–
	32樓-59樓 32/F-59/F		73.219 **(788)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–	–
	3樓-59樓 3/F-59/F	LB	87.432 **(941)** 露台 Balcony: 2.339 **(25)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.470 **(48)**	–	–	–	–	–	–	–	–
	3樓-59樓 3/F-59/F	LC	68.284 **(735)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.430 **(37)**	–	–	–	–	–	–	–	–
	3樓-30樓 3/F-30/F	LD	71.858 **(773)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.961 **(43)**	–	–	–	–	–	–	–	–
	32樓-59樓 32/F-59/F		71.727 **(772)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.961 **(43)**	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

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註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
3	3樓-30樓 3/F-30/F	RA	73.758 **(794)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–
	32樓-59樓 32/F-59/F		73.618 **(792)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.711 **(40)**	–	–	–	–	–	–	–
	3樓-59樓 3/F-59/F	RB	87.624 **(943)** 露台 Balcony: 2.348 **(25)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.470 **(48)**	–	–	–	–	–	–	–
	3樓-59樓 3/F-59/F	RC	68.305 **(735)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.430 **(37)**	–	–	–	–	–	–	–
	3樓-30樓 3/F-30/F	RD	71.838 **(773)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.961 **(43)**	–	–	–	–	–	–	–
	32樓-59樓 32/F-59/F		71.707 **(772)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.961 **(43)**	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
5	3樓-59樓 3/F-59/F	LA	70.725 **(761)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.640 **(39)**	–	–	–	–	–	–	–	–
		LB	88.285 **(950)** 露台 Balcony: 2.376 **(26)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.479 **(48)**	–	–	–	–	–	–	–	–
		LC	69.619 **(749)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.422 **(37)**	–	–	–	–	–	–	–	–
		LD	63.153 **(680)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.223 **(35)**	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
5	3樓-59樓 3/F-59/F	RA	64.205 **(691)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	2.806 **(30)**	–	–	–	–	–	–	–	–
		RB	104.084 **(1,120)** 露台 Balcony: 2.760 **(30)**; 工作平台 Utility Platform: 1.500 **(16)**	–	4.723 **(51)**	–	–	–	–	–	–	–	–
		RC	70.055 **(754)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.417 **(37)**	–	–	–	–	–	–	–	–
		RD	69.706 **(750)** 露台 Balcony: 2.000 **(22)**; 工作平台 Utility Platform: 1.500 **(16)**	–	3.452 **(37)**	–	–	–	–	–	–	–	–

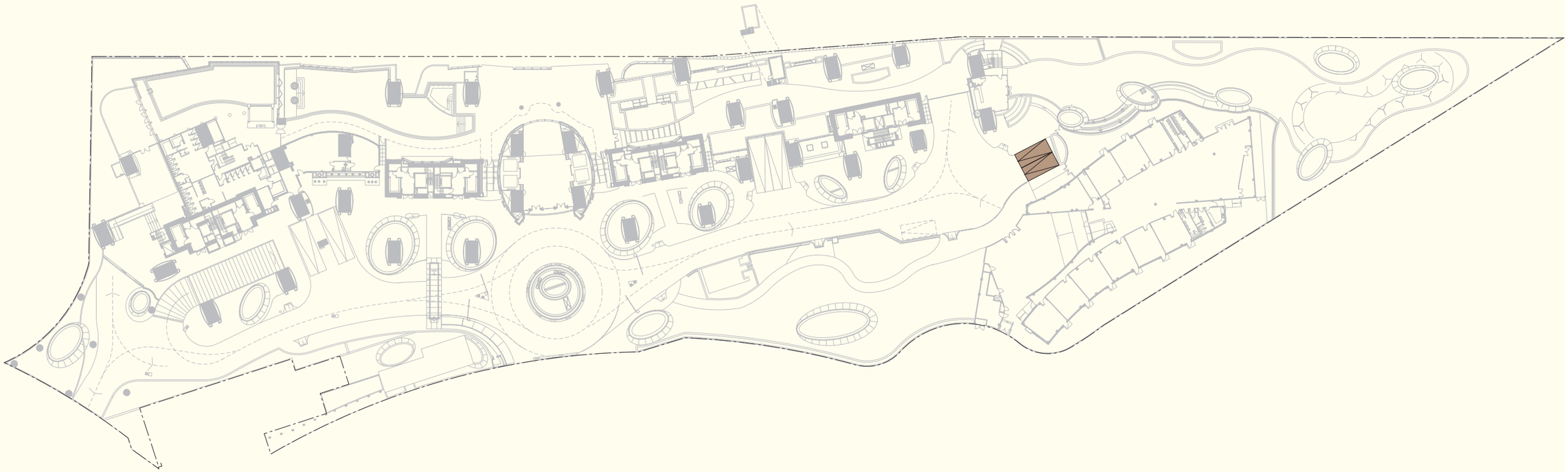
實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註 Note: 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無陽台。 There is no verandah in the residential properties in the Phase.

停車場 Carpark

地下 G/F



小巴停車位(適用於幼稚園)
Mini-Bus Parking Space for Kindergarten

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸(長x寬) Dimension (L x W)	每個停車位面積 Area Per Each Space
小巴停車位(適用於幼稚園) Mini-Bus Parking Space for Kindergarten	地下G/F	2	3米m x 7米m	21平方米m^2

停車場 Carpark

低層地下1樓 LG 1

住客停車位
Residential Parking Space

訪客停車位
Visitor's Parking Space

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸(長x寬) Dimension (L x W)	每個停車位面積 Area Per Each Space
住客停車位 Residential Parking Space	低層地下1樓 LG 1	128	5米m x 2.5米m	12.5平方米m^2
		1*	5米m x 3.5米m	17.5平方米m^2
訪客停車位 Visitor's Parking Space	低層地下1樓 LG 1	20	5米m x 2.5米m	12.5平方米m^2

*傷殘人士停車位 Disabled Parking Space

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

停車場 Carpark

低層地下2樓 LG 2

住客停車位
Residential Parking Space

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸(長x寬) Dimension (L x W)	每個停車位面積 Area Per Each Space
住客停車位 Residential Parking Space	低層地下2樓 LG 2	105	5米m x 2.5米m	12.5平方米m^2
		1*	5米m x 3.5米m	17.5平方米m^2

*傷殘人士停車位 Disabled Parking Space

停車場 Carpark

低層地下3樓 LG 3

住客停車位
Residential Parking Space

電單車停車位
Motor Cycle Parking Space

單車停車位
Pedal Cycle Parking Space

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸(長x寬) Dimension (L x W)	每個停車位面積 Area Per Each Space
住客停車位 Residential Parking Space	低層地下3樓 LG 3	94	5米m x 2.5米m	12.5平方米m^2
		1*	5米m x 3.5米m	17.5平方米m^2
電單車停車位 Motor Cycle Parking Space		35	2.4米m x 1米m	2.4平方米m^2
單車停車位 Pedal Cycle Parking Space		132	1米m x 0.5米m	0.5平方米m^2

*傷殘人士停車位 Disabled Parking Space

(a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。

(b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。

(c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—

(i) 該臨時合約即告終止；

(ii) 有關的臨時訂金即予沒收；及

(iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

(a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.

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

(c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—

(i) that preliminary agreement is terminated;

(ii) the preliminary deposit is forfeited; and

(iii) the owner does not have any further claim against the purchaser for the failure.

A. 於土地註冊處註冊為「註冊摘要」第09062303030203號之主公共契約及管理協議(「主公契」)和關乎「期數」公用部份之草擬副公共契約及管理協議(「副公契」)之條文摘要。

1. 「**公用地方**」指(i)「非車站發展項目公用地方」；(ii)「第一期額外期公用地方」(釋義以「主公契」所訂為準)；(iii)「住宅發展項目公用地方」；及(iv)劃為供個別「發展期」(釋義以「主公契」所訂為準)所有「業主」(釋義以「主公契」所訂為準)或個別一組「業主」專享之公用地方並於任何「副公契」(釋義以「主公契」所訂為準)、「分副公契」(釋義以「主公契」所訂為準)或將根據「主公契」訂立的「分割契約」(釋義以「主公契」所訂為準)所夾附圖則註明的「非車站發展項目」(釋義以「主公契」所訂為準)部份，其中包括但不限於公眾空中花園、公眾平台花園、郵遞室及信箱(如有者)，即建築事務監督及地政總署署長根據屋宇署、地政總署和規劃署所發出《聯合作業備考》1號及2號而豁免計入樓面總面積或上蓋面積或兩者的環保及創新設施，但不包括屬於任何個別「單位」(釋義以「主公契」所訂為準)「業主」所有的「住宅發展項目」(釋義以「主公契」所訂為準)、「商業發展項目」(釋義以「主公契」所訂為準)、「停車場」(釋義以「主公契」所訂為準)或「幼稚園」(釋義以「主公契」所訂為準)部份。

2. 「**公用服務與設施**」指(i)「非車站發展項目公用服務與設施」；(ii)「第一期額外期公用服務與設施」(釋義以「主公契」所訂為準)；(iii)「住宅發展項目公用服務與設施」；及(iv)任何「副公契」、「分副公契」或將根據「主公契」訂立的「分割契約」訂明供個別「發展期」所有或個別一組「業主」專享之「非車站發展項目」公用服務與設施，但不包括屬於任何個別「單位」「業主」所有的服務與設施。

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

4. 「**非車站發展項目公用服務與設施**」指現已或將會在「發展項目」內、上或下建造的服務與設施，供「非車站發展項目」整體使用而非個別「發展期」任何「業主」專享，其中包括但不限於污水渠、溝渠、排水渠、水道、井、水管及管槽；泵、水箱及衛生配件；電線、電纜、電力裝置、配件、設備與器具；防火及滅火系統、設備與器具；保安系統、設備與器具；垃圾處置設備；電梯；空調及風機；回收洗盥污水系統；天線廣播分導或電訊網絡設施，以及安裝於「非車站發展項目」內或專為該處使用或設置作生活便利設施而非個別「發展期」任何「業主」專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「住宅發展項目公用服務與設施」和附屬於個別「發展期」「公用服務與設施」而現已或將會在專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的服務與設施)。

5. 「**住宅發展項目公用地方**」指擬供「住宅發展項目」全體「業主」公用與共享而非個別「發展期」任何一名或一組「業主」專享的「非車站發展項目」部份，其中包括但不限於「中央公園」(釋義以「主公契」所訂為準)、經核准園景美化總綱圖則所示的草地球場，以及「港鐵」此後隨時指定供「住宅發展項目」全體「業主」公用與共享的其他公用地方，將會在根據「主公契」訂立之任何「副公契」、「分副公契」或「分割契約」所夾附圖則顯示。

6. 「**住宅發展項目公用服務與設施**」指現已或將會在「非車站發展項目」內、上或下建造或安裝的服務與設施，供「住宅發展項目」整體使用而非個別「發展期」任何一名或一組「業主」專享，「港鐵」此後隨時指定供「住宅發展項目」全體「業主」公用與共享的其他公用服務與設施，將會在根據「主公契」訂立之任何「副公契」、「分副公契」或「分割契約」註明。

7. 「**第三期內非車站發展項目公用地方**」指位於「第三期」(釋義以「副公契」所訂為準)擬供「非車站發展項目」「業主」使用而非個別「發展期」任何「業主」專享的「非車站發展項目公用地方」部份，其中包括但不限於「副公契」所夾附圖則以橙色顯示位於LG1層的地方。

8. 「**第三期內非車站發展項目公用服務與設施**」指位於「第三期」內、上或下附屬於「非車站發展項目公用服務與設施」一部份的服務與設施，供「非車站發展項目」使用而非個別「發展期」任何「業主」專享，其中包括但不限於消防裝置、渠務及排水管、電纜、保安系統及其他在「第三期」內「非車站發展項目公用地方」安裝的附屬設施。

9. 「**第三期公用地方**」指擬供「第三期」多個組成部份各「業主」共用而非僅單一組成部份「業主」專用的「第三期」地方，即「第三期停車場」(釋義以「副公契」所訂為準)；「第三期住宅發展項目」(釋義以「副公契」所訂為準)、「第三期政府樓宇」(釋義以「副公契」所訂為準)及「幼稚園」(釋義以「副公契」所訂為準)，其中包括但不限於位於「第三期」的引路、私家街、道路、行車道、巷、行人徑、行人走道；入口、大堂、櫃檯、花槽、平台、電梯槽、不可通行地方、樓梯、斜路、樓梯平台、走廊及通道；緊急救援車輛通道、停車上落處、垃圾儲存及物料回收室、垃圾車車位；緊急發電機房、泵房、變壓器及電掣房、消防控制室、風機房、水景裝置機器房、消防花灑系統控制閥房、煤氣閥房、燃料缸房、空調機房、鮮風櫃房、電氣房、鮮風機房、水管槽、機器及設備房和儲物室；建於「第三期」各建築物3樓以下外牆(但不包括「幼稚園」的外牆，即「副公契」所夾附「幼稚園立視圖」以粉紅色顯示以資識別的範圍)；以及建於「第三期」各建築物的地基及結構項件(不包括「單位」內任何現已或擬轉讓予個別「業主」的結構項件或部份)；「第三期斜坡結構」(釋義以「副公契」所訂為準)(如有者)；以及「第三期」內或上供「第三期業主小組委員會」(釋義以「副公契」所訂為準)、看更、管理員或其他聘用於「第三期」工作各人員使用的辦事處或其他地方，以及在「第三期」供安裝或使用天線分導或電訊網絡設施的電訊及廣播器材室及地方，以及「第三期」範圍內《建築物管理條例》(香港法例第344章)附表1訂明並非「第三期」個別組成部份「業主」專用之所有其他公眾地方(如有者)，即「副公契」所夾附圖則以黃色顯示的地方。

10. 「**第三期公用服務與設施**」指現已或將會在「第三期」內、上或下建造擬供「第三期」多個組成部份共用的服務與設施，即「第三期停車場」、「第三期住宅發展項目」、「第三期政府樓宇」及「幼稚園」，其中包括但不限於位於污水管、溝渠、排水渠、水道、水景特色、井、水管及管槽；泵、水箱及衛生配件；電線、電纜、電力裝置、配件、設備與器具；公共天線、衛星碟形天線及有線電視接收、分導和相關設備；防火及滅火系統、設備與器具；保安系統、設備與器具；垃圾處置設備；電梯及自動扶梯；空調及風機、建築特色；以及安裝於「第三期」內或專為該處而使用或設置供「第三期」用作生活便利設施而非「第三期」任何單一組成部份專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施。

11. 「**第三期住宅公用地方**」指擬供「第三期住宅發展項目」各「業主」、佔用人及受許可人公用與共享的「第三期」部份，其中包括但不限於入口、大堂、郵遞室、電梯大堂(包括但不限於根據「核准圖則」而獲豁免計入樓面總面積的加闊電梯大堂)、樓梯、樓梯平台、花槽、平台、有蓋行人走道、走廊及通道、加闊公共走廊、斜路、「批地文件」第(16)(b)(i)(v)(VII)條批地特別條款規定提供之客貨上落車位(釋義以「主公契」所訂為準)、電

梯井、天井平台、轉換層、隔火層、電梯集水坑泵控制屏室、消防室、電掣房、變壓器房、水泵房、空調機房、空調平台、恒溫恒濕空調室、風機房、電訊及廣播器材室、電氣房、電纜槽房、濾水裝置機房、緊急發電機房、壓力調節器房、燃料缸房、鍋爐房、鮮風櫃房、鮮風機房、水景設施機房、儲物室、機器及設備室、垃圾房、水管槽、電纜槽、室內休憩場地、室外休憩場地、有蓋園景美化地方、園景美化平台、寫字樓大廈及看更和管理員宿舍、建於「第三期」各建築物3樓及以上外牆、隔音簷篷、隔聲翼緣牆、非結構性預製外牆、屋頂、「第三期康樂地方與設施」(釋義以「副公契」所訂為準)、「第三期停車場」內各單車位，以及《建築物管理條例》(香港法例第344章)附表1訂明位於「第三期住宅發展項目」內供「第三期住宅發展項目」「業主」、佔用人及受許可人公用與共享之所有其他公用部份(如有者)，即「副公契」所夾附圖則以藍色、藍色加黑色斜線及藍色加黑點顯示的範圍。

12. 「**第三期公用服務與設施**」指「第三期」內、上或下供多個「第三期」「住宅單位」(釋義以「副公契」所訂為準)共用的服務與設施，其中包括但不限於逃生樓梯緊急照明系統、管槽、水管、電纜、電線、氣冷式冷凍機、水泵、機器及機械、電力裝置、配件、設備、器具及電梯，但不包括任何屬於「第三期」內「非車站發展項目公用服務與設施」及「第三期公用服務與設施」的服務與設施。

13. 「**第三期停車場公用地方**」指「第三期停車場」整體(除了「第三期停車位」(釋義以「副公契」所訂為準)、構成「幼稚園」一部份之2個停車位和經建築事務監督批核停車場平面佈置圖所示及劃定的單車位)，擬供「第三期停車場」各「業主」、佔用人及受許可人公用與共享，其中包括但不限於指定供「第三期住宅發展項目」「業主」或佔用人各訪客及來賓使用的車位、電單車車位、入口、斜路、行車道、機房、風機房、渠務排水裝置房、低壓電掣房、消防水管槽、電氣房、鮮風櫃房、水景裝置房及花槽，現已於「副公契」所夾附圖則以綠色顯示。

14. 「**第三期停車場公用服務與設施**」指「第三期」內、上或下供「第三期停車場」整體使用的服務與設施，其中包括但不限於機器與機械、電力裝置配件與設備、電動閘、保安護衛亭、收費亭及供水器具，但不包括任何屬於「第三期」內「非車站發展項目公用服務與設施」及「第三期公用服務與設施」的服務與設施。

15. 遵從《建築物管理條例》及「主公契」之條款規定，「公用地方」及「公用服務與設施」將由「經理人」(釋義以「主公契」所訂為準)以專有權控制。「經理人」具有權力及職責維修和保養「公用地方」及「公用服務與設施」，以保持其維修充足及狀態良好。

16. 適用於「發展項目」「業主」的權利、地役權及特權

(a) 「非車站發展項目」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁有全權及自由權通行、進出、往返及使用「非車站發展項目公用地方」及「非車站發展項目公用服務與設施」，以作完善使用及享用其「單位」之所有用途。

(b) 每名「發展項目」「單位」現任「業主」、其代理及受許可人(與所有其他具有同等權利之人等共享)擁有全權及自由權使用「主公契」和任何「副公契」及「分副公契」訂明擬供該名「業主」使用的「私家康樂設施」(釋義以「主公契」所訂為準)，以純粹作康樂用途，但必須遵守「經理人」制訂的規則、規例及繳付指定收費，惟不可使用擬供「發展項目」其他部份「業主」使用的任何其他「私家康樂設施」。「業主」行使本項權利時，概不可損害或干預又或允許、容忍他人損害或干預在該處提供的一般生活便利設施、機器、設備或服務。

17. 適用於所有「住宅發展項目」「業主」的權利、地役權及特權

每名「住宅發展項目」「單位」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(遵從「經理人」、「財政司司長法團」(釋義以「主公契」所訂為準)及「港鐵」(釋義以「主公契」所訂為準)享有之權利)(與所有其他具有同等權利之人等共享)擁有全權及自由權通行、進出、往返及使用「住宅發展項目公用地方」及「住宅發展項目公用服務與設施」，以作完善使用及享用其「單位」之所有用途。

18. 適用於「第三期」「業主」的權利、地役權及特權

(a) 每名現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人可如下享有全權及自由權：

i. 就「第三期住宅單位」，與所有其他具有同等權利之人等共同通行、進出及往返「第三期公用地方」及「第三期住宅公用地方」；

ii. 就「第三期停車位」，與所有其他具有同等權利之人等共同通行、進出及往返「第三期公用地方」及「第三期停車場公用地方」；

iii. 就「幼稚園」，與所有其他具有同等權利之人等共同通行、進出及往返「第三期公用地方」；

iv. 就「第三期政府樓宇」，與所有其他具有同等權利之人等共同通行、進出及往返「第三期公用地方」；

以作完善使用及享用其「單位」之所有用途。

(b) 每名「第三期住宅單位」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人可享有全權及自由權，與所有其他具有同等權利之人等共同通行、進出及往返「第三期停車場公用地方」及使用「第三期停車場公用設施」，以便出入和使用位於「第三期停車場」之訪客車位及電單車車位。

19. 每份「份數」(釋義以「主公契」所訂為準)均須遵從以下保留原權益及保留新權益：

(a) 「經理人」之權利

(i) 「經理人」擁有全權及特權在事前發出合理通知書(緊急情況除外)後，於所有合理時間單獨或聯同測量師、工人及其他人等進入「該土地」(釋義以「主公契」所訂為準)及「發展項目」(釋義以「主公契」所訂為準)任何部份，包括任何「單位」(但不包括「車站綜合大樓」(釋義以「主公契」所訂為準)，除非事前經「港鐵」書面同意則例外，亦不包括「政府樓宇」，除非事前經「政府樓宇」「業主」批准則例外(緊急情況除外))，以便檢查、重建、修理、更新、更換、翻新、維修、清潔、髹漆粉飾或裝修「非車站發展項目」、「公用地方」、「公用服務與設施」或該處任何部份之結構，或「業主」失責不修理及維修之任何「單位」，又或消減任何確實或可能影響「公用地方」、「公用服務與設施」或其他「業主」的危害或滋擾，又或行使或執行「主公契」條款賦予「經理人」的任何權力與職責。惟「經理人」必須盡量避免造成滋擾，如導致任何損害則妥善修葺。「經理人」根據本條行使權利進入「政府樓宇」，只限於執行維修和修理工程，如對「政府樓宇」造成任何損害，必須承擔所有相關費用與開支。

(ii) 「經理人」有權透過許可，在事前經由「非車站發展項目」「業主」於根據「主公契」召開的「非車站發展項目」「業主」會議議決通過或經由相關「發展期」「業主」於根據相關「副公契」召開的相關「發展期」「業主」會議議決通過(視乎情況而定)，並在事前獲地政總署署長書面同意後，授權使用附屬於相關「發展期」公用地方的外牆(「政府樓宇」之外牆除外)作廣告用途，以及允許安裝或搭建海報或其他廣告牌或構築物(不論有照明與否)，並且有權拆除、修理、維修、保養或更換此等物件，以及從最就近的建築物或構築物(「政府樓宇」除外)取電驅動此等廣告海報、招牌或其他構築物，惟概不可影響或阻礙任何人士使用或享用及進出「政府樓宇」。

(iii) 「經理人」有權透過許可，在事前獲受影響「非車站發展項目」部份的相關「業主小組委員會」批准後，按其視為恰當的條款與條件，授權將任何屬於「公用地方」的住宅大廈轉換層用作毗連該處「住宅發展項目」「單位」「業主」的庭院。

(iv) 「經理人」、其傭僕、代理、承辦商及正式授權人等，有權在事前發出合理通知(緊急情況除外)後，通行及進入任何平台並按需要在該處逗留一段合理時間，以便

檢查、重建、修理、更新、維修、清潔、髹漆粉飾或裝修平台內或上必須經由平台出入的「公用地方」及「公用服務與設施」所有或任何部份，並可於整個施工期間在平台暫時搭建、放置或存放任何棚架或其他必要機器、設備或物料，以便進行工程。

(b) 「港鐵」之權利

(i) 遵照「批地文件」之條款規定或應地政總署署長要求，以「業主」之整體利益為本，將「公用地方」及「公用服務與設施」或其任何部份連同相關的「份數」無償地轉讓予「經理人」。此等地方與設施轉讓後，即由「經理人」以信託形式代表全體「業主」持管。如「經理人」辭職、清盤或遭革除而另行按照「主公契」H節第2條規定委任新經理人，又或根據《建築物管理條例》成立之「發展項目」「業主立案法團」要求，則離任「經理人」或其清盤人必須將此等「公用地方」及「公用服務與設施」連同相關「份數」(如有者)轉讓予新經理人或「業主立案法團」(視乎情況適當)，以便其以上述的信託方式持管；

(ii) 如事前經由「非車站發展項目」「業主」於根據「主公契」召開的「非車站發展項目」「業主」會議議決批准或經由相關「發展期」「業主」於根據相關「副公契」召開的相關「發展期」「業主」會議議決批准(視乎情況而定)，將「專用地方」(釋義以「主公契」所訂為準)任何部份劃為「公用地方」或「公用服務與設施」，惟不可影響任何人士完善使用及享用「政府樓宇」。此外，任何如上劃定的附加「公用地方」或「公用服務與設施」不可重新改為或劃為「港鐵」自用或自享。「港鐵」應編製或達致編製一套圖則，顯示此等附加「公用地方」，備存於「非車站發展項目」管理處，以供「業主」免費在正常辦公時間查閱；

(iii) 只須遵從「批地文件」第(58)條批地特別條款之規定，在事前獲地政總署署長書面同意後，分配「份數」予「發展項目」每個「發展期」及「車站綜合大樓」和每個「發展期」每個「單位」及「公用地方」，同時分配「管理份數」(釋義以「主公契」所訂為準)予該「發展期」每個「單位」。如「非車站發展項目」最後「發展期」獲發「佔用許可證」時，應根據該「發展期」各「單位」樓面總面積分配予各「單位」的「份數」少於當時尚未分配的可用「份數」總額，則「港鐵」應將分配後剩餘的「份數」分配予「公用地方」，並由「港鐵」以信託方式代表全體「業主」持管，又或依照「主公契」第二附錄第II部份第3(b)段規定，連同所有之前已分配予「公用地方」的所有「份數」轉讓予「經理人」；

(iv) 只須在事前獲地政總署署長書面同意，即可在「發展項目」個別部份獲發「佔用許可證」後分配及再分配「份數」予該部份和每個「單位」及「公用服務與設施」，並且因應樓面總面積變更所需而分配及再分配「管理份數」予該處每個「單位」，惟分配或再分配「份數」概不可影響「政府樓宇」之「份數」及「管理份數」比例；

(v) 於「非車站發展項目」最後「發展期」落成後修改、更改、改動、加建、改造或取代「公用地方」及「公用服務與設施」的任何部份，惟此舉不可嚴重影響及妨礙「業主」實際使用和享用其「單位」，亦不可妨礙任何人士使用或享用「政府樓宇」。「業主」或擁有「發展項目」或其任何部份權益的其他人士概無權基於此等修改、更改、改動、加建、改造或取代工程向「港鐵」興訟，惟「公用地方」及「公用服務與設施」亦不可減少。此外，儘管前文有任何規定，倘「港鐵」將任何「公用地方」改為自用專享，必須經由「發展項目業主委員會」(如有者)或相關之「業主小組委員會」(如有者)(視乎情況而定)批准，「港鐵」就批准支付的任何款項一律撥入相關的「特別基金」。如「港鐵」將其擁有的任何「該土地」地方改為或劃作「公用地方」，必須經由「業主」於根據「主公契」召開的「非車站發展項目」「業主」會議議決通過或經由相關「發展期」「業主」於根據相關「副公契」召開的會議議決通過(視乎情況而定)。再者，任何附加「公用地方」或附加「公用服務與設施」均不可重新改為或劃為「港鐵」自用或專享。「港鐵」應編製或達致編製一套圖則顯示此等附加「公用地方」，並備存於「非車站發展項目」管理處，以供「業主」免費在正常辦公時間查閱；

(vi) 建造、維修、鋪設、更改、拆除、改道分流和更新位於「該土地」及「發展項目」內(專為「政府樓宇」而設的服務與設施除外)，或部份跨越「該土地」及「發展項目」(專為「政府樓宇」而設的服務與設施除外)和任何毗連土地而專為「該土地」及「發展項目」及/或其他毗連、毗鄰或鄰近土地供應公用服務與康樂設施所裝設的排水渠、水管、電纜、污水管及其他裝置、配件、廂室及其他構築物，以及向任何人士授予前述的許可權，條款與條件按「港鐵」視作恰當為準。如上述排水渠、水管、電纜、污水管、裝置、配件、廂室及其他構築物屬於「公用地方」或「公用服務與設施」一部份，因向毗連、毗鄰或鄰近土地供應公用設施、服務及康樂設施所收取的代價扣除「港鐵」因此招致的相關工程費用後，一律撥入相關的「特別基金」；

(vii) 如獲「發展項目業主委員會」或相關「業主小組委員會」(視乎情況而定)批准，有權向任何毗連或毗鄰土地授予「非車站發展項目公用地方」及「非車站發展項目公用服務與設施」或「住宅發展項目公用地方」及「住宅發展項目公用服務與設施」、個別「發展期」的「公用地方」及「公用服務與設施」或「私家康樂設施」之權利、通行權、地役權或準地役權(包括但不限於道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、康樂地方與設施、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水及電力儲存、變壓及供應系統之使用權)，或透過許可方式以「港鐵」視為恰當的條款與條件向其視為恰當的人等授予同類權利，然而此舉概不可妨礙任何人士完善使用及享用「政府樓宇」。任何由該等所授予權利而獲取的款項一律撥入「特別基金」。

20. 「副公契」訂立後，「港鐵」應將「第三期公用地方」及「第三期公用服務與設施」、「第三期停車場公用地方」及「第三期停車場公用服務與設施」、「第三期住宅公用地方」及「第三期住宅公用服務與設施」、「第三期非車站發展項目公用地方」及「第三期非車站發展項目公用服務與設施」的整體「份數」，連同「第三期公用地方」及「第三期公用服務與設施」、「第三期停車場公用地方」及「第三期停車場公用服務與設施」、「第三期住宅公用地方」及「第三期住宅公用服務與設施」、「第三期非車站發展項目公用地方」及「第三期非車站發展項目公用服務與設施」的整體「份數」，免費或無償地轉讓予「經理人」，由「經理人」以信託方式代表全體「業主」持管。「經理人」獲委任的權責終止或「業主立案法團」於任何時候要求時，「經理人」必須免費或無償地將有關「份數」連同有關的地方轉讓予繼任「經理人」或「業主立案法團」。

21. (a) 茲以各「單位」現任「業主」及佔用人之利益為本，「非車站發展項目」將制訂「大廈規則」和「裝修規則」，以管制「非車站發展項目」整體及「戶外地方」(釋義以「主公契」所訂為準)、「公用地方」(包括「私家康樂設施」)及「公用服務與設施」整體之使用、佔用、維修和環境控制事宜，以及佔用、到訪或使用該處各人等的行為操守。「大廈規則」及「裝修規則」將對「業主」及彼等之租客、受許可人、傭僕和代理約束(「政府樓宇」「業主」除外)。

(b) 茲以各「單位」現任「業主」及佔用人之利益為本，「非車站發展項目公用地方」將制訂「大廈規則」及「裝修規則」，以管制只供「非車站發展項目」部份而非所有「發展期」使用之「非車站發展項目公用地方」(包括「私家康樂設施」)及「非車站發展項目公用服務與設施」的使用、佔用、維修和環境控制事宜，以及佔用、到訪或使用該處各人等的行為操守。此等「大廈規則」及「裝修規則」將對相關「發展期」「業

主」及彼等之租客、受許可人、傭僕和代理約束(「政府樓宇」「業主」除外)。

(c) 「經理人」有權不時制訂、撤銷及修訂「第三期屋苑規則」(釋義以「副公契」所訂為準),以管制「第三期」的使用、佔用、維修和環境控制事宜,以及佔用、到訪或使用該處各人等的行為操守,惟「第三期屋苑規則」概不可牴觸或違反「主公契」、「副公契」、《建築物管理條例》或「批地文件」之條款。倘已成立「第三期業主小組委員會」,「經理人」制訂、撤銷和修訂「第三期屋苑規則」,事前必須徵取「第三期業主小組委員會」的批准。

(d) 「副公契」第四附錄所訂的「第三期屋苑規則」將被視為已於「第三期」「副公契」訂立日生效,並一直維持有效,直至依照下文規定撤銷或修訂為止。

22. 遵從「主公契」第二附錄第II部份訂明「港鐵」享有的保留權利,以及「主公契」第二附錄第I部份第2條授予「政府樓宇」「業主」之權利,「業主」如非事前獲「經理人」書面同意,概不可作出任何下列行動,而「經理人」可全權酌情給予或拒絕同意又或附加任何條件:

(a) 在任何建於「非車站發展項目」或「公用地方」上或內之天台、平台或其任何部份搭建、建造或允許或容忍他人搭建、建造任何性質的臨時或永久性構築物;

(b) 損害、損壞或塗污或允許或容忍他人損害、損壞、塗污「公用地方」任何部份之結構、外牆結構或裝飾特色,包括「該土地」及「發展項目」內或周圍任何樹木、植物或灌叢;

(c) 損害、干預或允許或容忍他人損害、干預「公用服務與設施」;

(d) 在任何「公用地方」放置任何箱、垃圾桶、包裝物品、垃圾、物品或其他妨礙物以致造成阻礙或阻塞或允許或容忍他人造成阻礙或阻塞,「經理人」有權毋須通知清理並以其視為恰當的方式處置上述物件,費用由「業主」支付。「經理人」概毋須就此向「業主」或任何其他人士承擔責任,而每名「業主」現同意向「經理人」賠償所有由此招致的損失、索償、損害或開支並確保其免責;

(e) 於任何情況下,犬隻亦必須由人手抱或配戴狗帶及口罩,否則不可進入「非車站發展項目」的電梯或其他擬作公用的部份。

23. (a) 遵從「主公契」第二附錄第II部份第3條訂明「港鐵」享有之保留權利,如非事前獲「發展項目業主委員會」或相關「業主小組委員會」(視乎情況而定)批准,「業主」不可將任何「公用地方」改為其專用或專享。

(b) 遵從「主公契」第二附錄第II部份第3條訂明「港鐵」享有之保留權利,任何「業主」(作為尚未落成之「非車站發展項目」部份「業主」的「港鐵」除外,「港鐵」有權於任何根據「主公契」訂立之「副公契」、「分副公契」或「分割契約」將尚未落成之「非車站發展項目」部份劃為「公用地方」)如非事前經由「非車站發展項目」「業主」於根據「主公契」召開的會議議決批准,或經由相關「發展期」「業主」於根據相關「副公契」召開的會議議決批准(視乎情況而定),一律不可將其擁有的地方改為或劃為「公用地方」。任何「業主」或「經理人」均無權將「公用地方」重新改為或劃作其專用或專享。

24. 「經理人」應在個別「發展期」的「副公契」、「分副公契」或(如適用者)「分割契約」訂立後,在「非車站發展項目」管理處備存相關「副公契」、「分副公契」或「分割契約」(如適用者)所夾附「公用地方」的圖則,以供「業主」免費於正常辦公時間查閱,並且不時備存記錄圖則,以顯示於「非車站發展項目」最後「發展期」建成之前任何已開拓「發展期」邊界外的「非車站發展項目公用地方」,以及在「非車站發展項目」最後「發展期」的「副公契」訂立後備存一套「公用地方」的圖則,顯示任何「發展期」邊界外的所有「非車站發展項目公用地方」。「經理人」應免費向「政府樓宇」「業主」提供上述圖則及不時生效的相關修訂本。上述圖則必須由「非車站發展項目」的「認可人士」或其代表核證準確。

(B) 分配予「期數」每個住宅物業的不分割份數數額如下:

座數	樓層	居住單位	每個居住單位之「份數」數額
1	3樓 – 21樓(共16層)	LA	1,096
	23樓 – 45樓(共20層)		1,094
	47樓 – 66樓(共18層)		1,093
	3樓 – 66樓(共54層)	LB	1,090
	3樓 – 66樓(共54層)	LC	789
	3樓 – 21樓(共16層)	LD	752
	23樓 – 45樓(共20層)		751
	47樓 – 66樓(共18層)		750
	3樓 – 21樓(共16層)	RA	778
	23樓 – 45樓(共20層)		777
	47樓 – 66樓(共18層)		776
	3樓 – 66樓(共54層)	RB	903
	3樓 – 66樓(共54層)	RC	720
1	3樓 – 21樓(共16層)	RD	751
	23樓 – 39樓(共15層)		750
	40樓 – 41樓(共2層)		754
	42樓(1層)		753
	43樓 – 45樓(共2層)		754
	47樓 – 66樓(共18層)		753
2	3樓 – 21樓(共16層)	LA	767
		LB	904
		LC	715
		LD	744
		RA	770
		RB	917
		RC	720
		RD	751
	23樓 – 40樓(共16層)	LA	765
		LB	904
		LC	715
		LD	743
		RA	768
		RB	917
		RC	720
		RD	751
	41樓 – 45樓(共4層)	LA	765
		LB	904
		LC	715
		LD	751
		RA	768
		RB	917
		RC	720
		RD	751
	47樓 – 66樓(共18層)	LA	764
		LB	904
		LC	715
		LD	750

座數	樓層	居住單位	每個居住單位之「份數」數額
2		RA	767
		RB	917
		RC	720
		RD	750
3	3樓 – 30樓(共24層)	LA	765
		LB	910
		LC	712
		LD	751
		RA	768
		RB	912
		RC	712
		RD	751
	32樓 – 59樓(共25層)	LA	764
		LB	910
		LC	712
		LD	749
		RA	766
		RB	912
		RC	712
		RD	749
5	3樓 – 59樓(共49層)	LA	733
		LB	918
		LC	721
		LD	655
		RA	660
		RB	1,079
		RC	724
		RD	722

註：(1) 樓層編號不設4樓、13樓、14樓、24樓、34樓、44樓、54樓及64樓。

(2) 第1及2座22樓及46樓為庇護層。

(3) 第3及5座31樓為庇護層。

(C)「期數」經理人的委任年期

香港鐵路有限公司將獲委任為「發展項目」之經理人，以管理「非車站發展項目」及「戶外地方」整體和提供服務，首屆任期由「主公契」生效日開始，至「非車站發展項目」最後「發展期」的「副公契」或「分割契約」訂立日後兩年或「批地文件」所訂之建築規約期屆滿後(二者取其較早)終止。

(D)「期數」內各住宅物業業主分擔管理開支的基準

1. 每名「業主」(「政府樓宇」「業主」除外，其須依照「主公契」E節第9(b)條規定攤付「管理費」(釋義以「主公契」所訂為準)；作為「車站綜合大樓」及「專用地方」(如有者)「業主」之「港鐵」除外，其須依照「主公契」E節第8(c)、8(d)及8(e)條規定攤付費用)應以下列方式攤付「管理費」：

   (a) 所有「非車站發展項目」「單位」「業主」(「政府樓宇」「業主」除外)應按其「單位」之「管理份數」佔「非車站發展項目」(「政府樓宇」除外)所有「管理份數」之比例攤付「非車站發展項目公用地方與設施管理副預算案」開支；

   (b) 「住宅發展項目」「單位」「業主」應按其「單位」之「管理份數」佔「住宅發展項目」所有「管理份數」之比例攤付「住宅發展項目公用地方與設施管理副預算案」開支；

   (c) 每個「發展期」的「單位」「業主」(「政府樓宇」「業主」除外)應按其「單位」之「管理份數」佔該「發展期」(「政府樓宇」除外)所有「管理份數」的比例攤付相關「發展期管理副預算案」開支。「經理人」編製個別「發展期」或其任何部份之副預算案時，只有歸屬該「發展期」整體的開支可如上分攤。任何分副預算案的開支，將由該分副預算案相關「單位」的「業主」按其「單位」之「管理份數」佔分副預算案相關「單位」所有「管理份數」之比例攤付。

2. 根據「主公契」E節第8(b)條規定，任何由「車站綜合大樓」支撐的「發展期」之「業主」(不包括「政府樓宇」「業主」)均須分擔「車站綜合大樓」與該「發展期」的任何部份之間各屏板的結構性修理及維修費用與開支，以及支承或服務「車站綜合大樓」及任何此等「發展期」的結構項件及/或設施之結構性修理及維修費用與開支。任何此等「發展期」的「業主」(「政府樓宇」「業主」除外)與「車站綜合大樓」「業主」應按下列比例分擔上述費用與開支：

   (a) 「車站綜合大樓」「業主」：51%；

   (b) 由「車站綜合大樓」支撐之「發展期」的「業主」(「政府樓宇」「業主」除外)：49%。

3. 根據「主公契」E節第8(c)條規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方與設施保養、管理、修理及維修費用和保險保費：

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

   (b) 「公眾休憩用地」；

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

      (i) 不納入任何「發展期」邊界範圍內；

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

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

4. 根據「主公契」E節第8(d)條規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔遵照「批地文件」第(90)條批地特別條款規定提交潛在堆填氣體及滲漏污水遷流處理建議書和推行經核准建議的費用。

5. 「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據「主公契」E節第8(c)及(8)(d)條分擔保養、管理、修理、維修費用和保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站

發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可小於5.1%。於本款而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「非車站發展項目所有現已落成部份建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

(E) 釐定管理費按金的基準

管理費按金的金額為三(3)個月「管理開支」。

(F) 關乎業主於「期數」內留自用地方(如有者)的「主公契」及「副公契」條款摘要

業主並無於「發展期」保留任何地方自用。

A. Summary of the provisions of the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.09062303030203 ("the PDMC") and the draft Sub-Deed of Mutual Covenant and Management Agreement ("the SDMC") that deal with the common parts of the Phase

1. "**Common Areas**" means (i) the Non-Station Development Common Areas, (ii) the Phase I Extra-Phase Common Areas (as defined in the PDMC), (iii) the Residential Development Common Areas and (iv) those parts of Non-Station Development (as defined in the PDMC) as are designated common areas for the sole benefit of the Owners (as defined in the PDMC) of a particular Phase (as defined in the PDMC) or a group of Owners of a particular Phase in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant (as defined in the PDMC) or Sub-Sub-Deed of Mutual Covenant (as defined in the PDMC) or Deed Poll (as defined in the PDMC) to be executed pursuant to the PDMC including, but not limited to, communal sky gardens, communal podium gardens, mail delivery rooms with mail boxes (if any) which are green and innovative features exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands pursuant to the Joint Practice Notes Nos.1 and 2 issued by the Buildings Department, the Lands Department and the Planning Department but excluding those parts of the Residential Development (as defined in the PDMC), the Commercial Development (as defined in the PDMC), the Car Park (as defined in the PDMC) or the Kindergartens (as defined in the PDMC) which belong to the Owner of any particular Unit (as defined in the PDMC).

2. "**Common Services and Facilities**" means (i) the Non-Station Development Common Services and Facilities, (ii) the Phase I Extra-Phase Common Services and Facilities (as defined in the PDMC), (iii) the Residential Development Common Services and Facilities and (iv) those services and facilities of the Non-Station Development as are designated common services and facilities for the sole benefit of the Owners of a particular Phase or a group of Owners of a particular Phase in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC excluding those services and facilities which belong to the Owner of any particular Unit.

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

4. "**Non-Station Development Common Services and Facilities**" means those services and facilities constructed or to be constructed in on or under the Development and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, sewers, gutters, drains, watercourses, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts; air-conditioners and fans; recycled grey water system; aerial broadcast distribution or telecommunication network facilities and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Non-Station Development as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Services and Facilities and those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase).

5. "**Residential Development Common Areas**" means those parts of the Non-Station Development intended for the common use and benefit of all the Owners of the Residential Development and not for the sole benefit of any Owner or group of Owners in a Phase, including but not limited to the Central Park (as defined in the PDMC), the activity green as identified on the approved landscape master plans and other areas to be designated as common areas of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR at any time hereafter in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC.

6. "**Residential Development Common Services and Facilities**" means those services and facilities constructed or installed or to be constructed or installed in on or under the Non-Station Development and which serve the Residential Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase and any other services and facilities to be designated as common services and facilities of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR at any time hereafter in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC.

7. "**Non-Station Development Common Areas within Phase III**" means those parts of the Non-Station Development Common Areas situated within Phase III (as defined in the SDMC) which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to the area on LG1 Floor and more particularly shown on the plans annexed to the SDMC and thereon coloured Orange.

8. "**Non-Station Development Common Services and Facilities within Phase III**" means those services and facilities forming parts of the Non-Station Development Common Services and Facilities in, on or under Phase III and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, fire services, plumbing and drainage water pipes, electrical cables, security system and other ancillary facilities installed in the Non-Station Development Common Areas within Phase III.

9. "**Phase III Common Areas**" means those parts of Phase III which are intended for use by the Owners of more than one constituent parts of Phase III, namely the Phase III Car Park (as defined in the SDMC), the Phase III Residential Development (as defined in the SDMC), the Phase III Government Accommodation (as defined in the SDMC) and the Kindergarten (as defined in the SDMC) and not for the sole benefit of the Owners of only one constituent part including, but not limited to, the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways; entrances, lobbies, counters, planters, flat roofs, lift pits, inaccessible area, staircases, ramps, landings, corridors and passages; emergency vehicular access areas, drop off areas, refuse storage and material recovery chambers and refuse collection vehicle parking spaces; emergency generator rooms, pump rooms, transformer and switch rooms, fire control

room, fan rooms, water feature plant rooms, sprinkler control valve room, gas valve rooms, fuel tank room, A/C plant room, AHU rooms, electricity rooms, PAU room, pipe ducts, plant and equipment rooms and store rooms on or in Phase III; external walls below 3rd Floor of the buildings erected on Phase III (but excluding the external walls of the Kindergarten which are for identification purpose only shown and coloured Pink on the Elevation Plans of Kindergarten annexed to the SDMC); the foundations and structure of the buildings erected on Phase III (but excluding any structural elements or parts in a Unit which has been or is intended to be assigned to an Owner); the Phase III Slope Structures (as defined in the SDMC) (if any); the management office(s) and any other space on or in Phase III used for office or other accommodation of the Phase III Owners Sub-Committee (as defined in the SDMC) or watchmen or caretakers or other staff employed on or in or for Phase III; T.B.E. rooms and areas within Phase III for installation or use of aerial broadcast distribution or telecommunications network facilities; and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase III not used for the sole benefit of the Owners of any one constituent part of Phase III only and more particularly shown on the plans annexed to the SDMC and thereon coloured Yellow.

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

11. "**Phase III Residential Common Areas**" means those parts of the Phase III Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase III Residential Development including, but not limited to, entrances, lobbies, mail delivery rooms, lift lobbies (including but not limited to wider lift lobbies which are exempted from gross floor area calculation under the Approved Plans), staircases, landings, planters, flat roofs, covered walkway, corridors and passages, wider common corridors, ramps, loading and unloading bays required to be provided pursuant to Special Condition (16)(b)(i)(v)(VII) of the Government Grant (as defined in the PDMC), lift wells, light well platforms, transfer plates, refuge floors, lift sump pump panel room, F.S. rooms, switch rooms, transformer rooms, water pump rooms, A/C plant rooms, air-conditioning platforms, M.C.C. room, fan room, T.B.E. rooms, electricity rooms, cable duct rooms, filtration plant room, emergency generator rooms, PRV rooms, fuel tank rooms, boiler room, AHU rooms, PAU room, water feature plant rooms, store, plant and equipment rooms, hopper-rooms, pipe duct, cable duct, indoor sitting area, outdoor sitting area, covered landscape area, landscape podium, office accommodation and quarters for watchmen and caretakers, the external walls of 3rd Floor and above of the buildings erected on Phase III, noise barrier canopy, acoustic fins, non-structural prefabricated external walls, roofs, the Phase III Recreational Areas and Facilities (as defined in the SDMC), the pedal-cycle parking spaces in the Phase III Car Park and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Phase III Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase III Residential Development and more particularly shown coloured Indigo, Indigo Hatched Black and Indigo Stippled Black on the plans annexed to the SDMC.

12. "**Phase III Common Services and Facilities**" means those services and facilities in on or under Phase III of the Non-Station Development and which serve more than one Phase III Residential Unit (as defined in the SDMC) including but not limited to, emergency lighting system at escape staircases, ducting, pipes, cables, wiring, air-cool chillers, water pumps, plant and machinery, electrical installations, fittings, equipment and apparatus and lifts but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase III and the Phase III Common Services and Facilities.

13. "**Phase III Car Park Common Areas**" means the whole of the Phase III Car Park (except those Phase III Car Parking Spaces (as defined in the SDMC), the 2 car parking spaces forming parts of the Kindergarten and pedal-cycle parking spaces shown and delineated on the car park layout plan approved by the Building Authority), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase III Car Park including, but not limited to, parking spaces designated for use by the visitors or invitees of the Owners or occupiers of the Phase III Residential Development, parking spaces for motor cycles, entrances, ramps, driveways, plant room, fan rooms, P&D room, LV switch rooms, F.S. pipe duct, electricity rooms, AHU room, water feature room and planter and more particularly shown coloured Green on the plans annexed to the SDMC.

14. "**Phase III Car Park Common Services and Facilities**" means those services and facilities in on or under Phase III and which serve the Phase III Car Park as a whole including, but not limited to, plant and machinery, electrical installations fittings and equipment, barriers, guard houses, collection booths and water supply apparatus but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase III and the Phase III Common Services and Facilities.

15. Subject to the Building Management Ordinance and the provisions of the PDMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager (as defined in the PDMC). The Manager shall have the powers and duties to maintain and keep in good repair and condition the Common Areas and the Common Services and Facilities.

16. Rights Easements and Privileges applicable to Owners of the Development :

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

    b. Full right and liberty for the Owner for the time being, his agents and licensees (in common with all other persons having the like right) of a Unit in the Development to use for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Facilities (as defined in the PDMC) intended for use by that Owner as specified in the PDMC and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant but not any other of the Private Recreational Facilities intended for use by Owners of the other parts of the Development PROVIDED that in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

17. Rights, Easements and Privileges applicable to all Owners of the Residential Development :

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

18. Rights, Easements and Privileges applicable to Owners of Phase III :

    a. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants:

        i. of a Phase III Residential Unit to go, pass and repass over

and along and upon the Phase III Common Areas and the Phase III Residential Common Areas in common with all others having the like right;

ii. of a Phase III Car Parking Space to go, pass and repass over and along and upon the Phase III Common Areas and the Phase III Car Park Common Areas in common with all others having the like right;

iii. of the Kindergarten to go, pass and repass over and along and upon the Phase III Common Areas in common with all others having the like right;

iv. of the Phase III Government Accommodation to go, pass and repass over and along and upon the Phase III Common Areas in common with all others having the like right;

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

b. Full right and liberty for the Owner for the time being of a Phase III Residential Unit, his servants, agents, licensees, tenants and lawful occupants to go, pass and repass over and along and upon the Phase III Car Park Common Areas and to use the Phase III Car Park Common Facilities in common with all others having the like right for the purposes of access and egress to and from and use of the visitors' parking spaces and motor cycle parking spaces in the Phase III Car Park.

19. Exceptions and Reservations to which each Share (as defined in the PDMC) is subject :

a. Rights of Manager

(i) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land (as defined in the PDMC) and the Development (as defined in the PDMC) including each Unit other than the Station Complex (as defined in the PDMC) except with the prior consent in writing of MTR and the Government Accommodation except with the prior approval (save in case of emergency) of the Owner of the Government Accommodation for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Non-Station Development, the Common Areas and Common Services and Facilities or any part of parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the PDMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

(ii) The right for the Manager to authorise by way of licence, subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under the PDMC or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and the prior written consent of the Director of Lands the use of external walls forming part of the common areas of the relevant Phase (other than the external walls of the Government Accommodation) for advertising purposes and to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation) nearest in proximity to such advertising posters signs and other structures Provided That the proper use and enjoyment of the Government Accommodation and the ingress to or egress from the Government Accommodation shall not be affected or interrupted.

(iii) The right for the Manager to authorise by way of licence, subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio to the Owner of the Unit of the Residential Development adjacent thereto on terms and conditions as it deems fit.

(iv) The right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or to which access is gained via the flat roof and, on a temporary basis, to erect, place or store on any flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on.

b. Rights of MTR

(i) In accordance with the terms of the Government Grant or upon request by the Director of Lands, to assign the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of the PDMC and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) to the new manager or Owners Corporation (as appropriate) upon the same trusts;

(ii) to designate any part of the Reserved Areas (as defined in the PDMC) to be Common Areas or Common Services and Facilities subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under the PDMC or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) Provided That the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Further That any additional Common Areas or additional Common Services and Facilities so designated shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;

(iii) Subject only to the provisions of Special Condition (58) of the Government Grant and obtaining the prior written consent of the Director of Lands to allocate Shares to each Phase and the Station Complex of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units (as defined in the PDMC) to each Unit in that Phase; if on the issue of an Occupation Permit for the final Phase of the Non-Station Development the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area of the Units in that Phase

are less than the unallocated Shares at that time available the remainder of the Shares following such allocation shall be allocated by MTR to the Common Areas and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to Common Areas to the Manager in accordance with the provisions of Paragraph 3(b) of Part II of the Second Schedule to the PDMC;

(iv) Subject only to obtaining the prior written consent of the Director of Lands to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Service and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area Provided That the allocation or re-allocation of Shares shall not affect the proportion of Shares and Management Units allocated to the Government Accommodation;

(v) After completion of the final Phase of the Non-Station Development, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected and the use and enjoyment of the Government Accommodation shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners Committee (if any) or the relevant Owners Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant Special Fund and if there is any conversion or designation of any of MTR's own areas in the Land as Common Areas, such conversion or designation shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and Provided Further That any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;

(vi) To construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit Provided that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant Special Fund;

(vii) Subject to the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) to grant any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or the Residential Development Common Areas and the Residential Development Common Services and Facilities or any Common Areas and Common Services and Facilities of a Phase or the Private Recreational Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as MTR shall deem fit Provided that the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Always that any money received from the grant of any such rights shall form part of the Special Funds.

20. MTR shall upon execution of the SDMC assign the whole of the Shares in the Phase III Common Areas and Phase III Common Services and Facilities, the Phase III Car Park Common Areas and Phase III Car Park Common Services and Facilities, the Phase III Residential Common Areas and Phase III Residential Common Services and Facilities and the Non-Station Development Common Areas within Phase III and Non-Station Development Common Services and Facilities within Phase III together with the Phase III Common Areas and Phase III Common Services and Facilities, the Phase III Car Park Common Areas and Phase III Car Park Common Services and Facilities, the Phase III Residential Common Areas and Phase III Residential Common Services and Facilities and the Non-Station Development Common Areas within Phase III and Non-Station Development Common Services and Facilities within Phase III to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas free of costs or consideration to his successor as manager on termination of his appointment or to the Owners Corporation at any time if so required by the Owners Corporation.

21. (a) For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of the Non-Station Development as a whole and the Outside Area (as defined in the PDMC) and of the Common Areas (including the Private Recreational Facilities) and the Common Services and Facilities as a whole and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents (other than the Owner of the Government Accommodation).

(b) For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of the Non-Station Development Common Areas (including the Private Recreational Facilities) and the Non-Station Development Common Services and Facilities serving some but not all the Phases of the Non-Station Development and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners of the relevant Phases and their tenants, licensees, servants and agents (other than the Owner of the Government Accommodation).

(c) The Manager shall have power from time to time to make, revoke and amend the Phase III House Rules (as defined in the SDMC) regulating the use, occupation, maintenance and environmental control of Phase III and the conduct of persons occupying, visiting or using the same and the Phase III House Rules shall not be

inconsistent with or contravene the provisions of the PDMC, the SDMC, the Building Management Ordinance or the Government Grant Provided That if the Phase III Owners Sub-Committee is in existence, the Phase III House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase III Owners Sub-Committee.

(d) The Phase III House Rules set out in the Fourth Schedule to the SDMC shall be deemed to have come into force on the date of the SDMC in respect of Phase III and shall remain in force until revoked or amended as thereinafter provided.

22. Subject to the rights reserved to MTR in Part II of the Second Schedule to the PDMC and the rights granted to the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to the PDMC an Owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to :

(a) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Non-Station Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;

(b) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development;

(c) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;

(d) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;

(e) in no event shall dogs be permitted in lifts or in any part of the Non-Station Development intended for common use unless carried or on leash and wearing mouth strap.

23. (a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) has been obtained.

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner (except MTR as the Owner of the uncompleted portion of the Non-Station Development shall have the right to designate part or parts of the uncompleted portion of the Non-Station Development to be Common Areas in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

24. The Manager shall keep at the management office of the Non-Station Development and make available for inspection by the Owners free of costs and charges during normal office hours a copy of the Common Areas plans attached to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or, where applicable, Deed Poll, relating to any Phase upon execution of the relevant Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) and from time to time record plans showing those Non-Station Development Common Areas outside the boundary of any Phase formed before completion of the construction of the final Phase of the Non-Station Development and a copy of the Common Areas plans showing all the Non-Station Development Common Areas outside the boundary of any Phase upon execution of the Sub-Deed of Mutual Covenant for the final Phase of the Non-Station Development Provided that the Manager shall provide free of cost to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time. The said copies of plans shall be certified as to its accuracy by or on behalf of the Authorised Person for the Non-Station Development.

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

Tower	Floor	Flat	No. of Shares allocated to each Flat
1	3/F – 21/F (16 storeys)	LA	1,096
	23/F – 45/F (20 storeys)		1,094
	47/F – 66/F (18 storeys)		1,093
	3/F – 66/F (54 storeys)	LB	1,090
	3/F – 66/F (54 storeys)	LC	789
	3/F – 21/F (16 storeys)	LD	752
	23/F – 45/F (20 storeys)		751
	47/F – 66/F (18 storeys)		750
	3/F – 21/F (16 storeys)	RA	778
	23/F – 45/F (20 storeys)		777
	47/F – 66/F (18 storeys)		776
	3/F – 66/F (54 storeys)	RB	903
	3/F – 66/F (54 storeys)	RC	720
	3/F – 21/F (16 storeys)	RD	751
	23/F – 39/F (15 storeys)		750
	40/F – 41/F (2 storeys)		754
	42/F (1 storey)		753
	43/F – 45/F (2 storeys)		754
	47/F – 66/F (18 storeys)		753
2	3/F – 21/F (16 storeys)	LA	767
		LB	904
		LC	715
		LD	744
		RA	770
		RB	917
		RC	720
		RD	751
	23/F – 40/F (16 storeys)	LA	765
		LB	904
		LC	715
		LD	743
		RA	768
		RB	917

Tower	Floor	Flat	No. of Shares allocated to each Flat
2		RC	720
		RD	751
	41/F – 45/F (4 storeys)	LA	765
		LB	904
		LC	715
		LD	751
		RA	768
		RB	917
		RC	720
		RD	751
	47/F – 66/F (18 storeys)	LA	764
		LB	904
		LC	715
		LD	750
		RA	767
		RB	917
		RC	720
		RD	750
3	3/F – 30/F (24 storeys)	LA	765
		LB	910
		LC	712
		LD	751
		RA	768
		RB	912
		RC	712
		RD	751
	32/F – 59/F (25 storeys)	LA	764
		LB	910
		LC	712
		LD	749
		RA	766
		RB	912
		RC	712
		RD	749
5	3/F – 59/F (49 storeys)	LA	733
		LB	918
		LC	721
		LD	655
		RA	660
		RB	1,079
		RC	724
		RD	722

Note: (1) There are no designation of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.

(2) 22/F and 46/F of Towers 1 and 2 are refuge floors.

(3) 31/F of Towers 3 and 5 are refuge floors.

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

MTR Corporation Limited shall be appointed as the manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area for an initial period commencing on the date of the PDMC and expiring two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Non-Station Development or on the expiration of the building covenant period under the Government Grant whichever is the earlier.

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

1. The Owners (save and except the Owner of the Government Accommodation who shall contribute towards the Management Charges (as defined in the PDMC) in accordance with Clause 9(b) of Section E of the PDMC and MTR as the Owner of the Station Complex and the Reserved Areas (if any) who shall only be liable to pay contribution pursuant to Clauses 8(c), 8(d) and 8(e) of Section E of the PDMC) shall contribute towards the Management Charges in the following manner :-

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

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

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

2. Under Clause 8(b) of Section E of the PDMC, the Owners (excluding the Owner of the Government Accommodation) of any Phase(s) in respect of which the Station Complex supports, shall contribute to the costs and expenses of any structural repair and maintenance in connection with the slabs between the Station Complex and any part of such Phase(s), and any structural elements and/or facilities of the Station Complex supporting or serving the Station Complex and any such Phase(s). The Owners of any such Phase(s) (save and except the Owner of the Government Accommodation) and the Owner of the Station Complex shall contribute to the said costs and expenses in the following percentage :-

   (a) Owner of the Station Complex : 51%

   (b) Owners of such Phase(s) (save and except the Owner of the Government Accommodation) in respect of which the Station Complex supports : 49%

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

   (a) the Yellow Area, the Pink Hatched Green and Pink Hatched Green Stippled Black Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area (including the

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

(b) the Public Open Space;

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

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

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

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

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

4. Under Clause 8(d) of Section E of the PDMC, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of submitting the proposals for dealing with potential landfill gas and leachate migration and the implementation of the approved proposals pursuant to Special Condition (90) of the Government Grant.

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

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

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

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

There is no area in the Phase retained by the owner for that owner's own use.

1. 「期數」位於將軍澳市地段第70號餘段「地盤E」。

2. 將軍澳市地段第70號餘段乃「政府」根據2002年5月16日所訂之「新批地文件」第9689號批授，批租年期為2002年5月16日開始50年，2052年5月15日期滿終止。「新批地文件」第9689號先後於2005年4月19日、2006年4月13日、2008年3月19日、2009年5月11日、2012年9月11日、2014年8月1日及2015年1月5日分別以「批地條款修訂書」第05042602320188號、06042800110014號、08032801320019號、09051501940319號、12091403070069號、14081201890016號及15010900340012號修訂及修改(「**批地文件**」)，並在土地註冊處註冊。

3. 用途

第(15)條批地特別條款

(a) 遵從此等「批地條款」(釋義以第13條批地一般條款所訂為準)及特別遵從本批地特別條款(b)款之規定，該地段或其任何部份或現已或將會建於該地段之任何建築物或任何建築物部份除作非工業用途(不包括酒店、加油站及貨倉)外，概不可作任何其他用途；

(b) 如非事前獲「署長」書面批准並且符合本文第(31)(a)(i)及(31)(a)(ii)條批地特別條款之規定，「地盤M」(釋義以第(12)條批地特別條款所訂為準)或其任何部份或現已或將會建於其上之任何建築物或任何建築物部份除用作「港鐵車廠」及「港鐵車站」(釋義分別以第(31)(a)(i)及(31)(a)(ii)條批地特別條款所訂為準)外，概不可作任何其他用途；及

(c) 茲毋損本批地特別條款(a)款及本文第(17)條批地特別條款之一般規定，該地段或其任何部份或現已或將會建於該地段之任何建築物或任何建築物部份除遵照此等「批地條款」、「核准園景美化建議書」(釋義以第(7)(d)條批地特別條款所訂為準)及「核准建築圖則」(釋義以第(13)(b)條批地特別條款所訂為準)的設計、構造及作原擬的用途外，概不可作任何其他用途。

4.「承批人」賠償

第4條批地一般條款

「承批人」現簽訂「租契協議備忘錄」(釋義以第13條批地一般條款所訂為準)，即表示倘任何毗連或毗鄰土地受損，而地政總署署長(以下簡稱「署長」)認為(其意見將作終論並對「承批人」具約束效力)有關損害乃因「承批人」遵照「批地條款」進行任何影響該地段或該處任何部份的發展、重建或其他工程所致，「承批人」將承擔責任向「政府」賠償由此招致之所有訴訟、法律程序、責任、索求、費用、開支及索償，並確保「政府」免責。

5. 維修

第7條批地一般條款

(a) 「承批人」應在本文協定的整個批租期內遵照此等「批地條款」進行建造或重建(本詞指下文(b)款所述的重建工程)：

(i) 依照經批核的設計、規劃或高度及任何核准建築圖則(不得作任何更改或修改)維修所有建築物；

(ii) 維修現已或此後將會按照經建築事務監督批核各圖則、此等「批地條款」或日後任何合法修訂條文建造的所有建築物，使其維修充足及狀態良好，以及於批租期屆滿或提前終止時以同等的維修及狀態交還此等建築物。

(b) 如於本文協定的批租期任何時期內拆卸該地段或其任何部份的現有建築物，「承批人」必須另建良好健全的一座或多座同類型建築物而樓面總面積不少於現有建築物或有關類型及價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」應在拆卸前向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三個曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。

6. 私家街、私家路及後巷

第9條批地一般條款

此等「批地條款」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的該地段範圍。無論屬何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈建設工程，費用則由「承批人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批授的該地段一部份並獲許同意出租，「承批人」應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔經「署長」核實的路燈安裝工程資本開支，並且允許工人及車輛自由進出該地段範圍，以便安裝及維修路燈。

7. 園景美化

第(7)條批地特別條款

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

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

第(102)條批地特別條款

(b) (ii) 「地盤G」及「地盤O」分別須有不少於百分之二十(20%)面積種植樹木、灌叢或其他植物；

(iii) 本批地特別條款(b)(ii)款所載的百分之二十(20%)面積中不少於百分之五十(50%)(以下簡稱「**綠化地方**」)應設於規劃署署長全權酌情指定的位置或樓層，以致任何行人可看見或進入「地盤G」或「地盤O」的人士或人均可通行「地盤G」或「地盤O」的「綠化地方」；

(v) 規劃署署長可全權酌情接受「承批人」建議的其他非植樹綠化特色，以代替栽種樹木、灌叢或其他植物。

(c) 「承批人」應自費按照「地盤G」及「地盤O」的核准園景美化總綱建議書在該處進行「署長」全面滿意的園景綠化工程。如非事前獲「署長」書面同意，概不可更改、修改、修訂、改動或取代核准園景美化總綱建議書。

(d) 嗣後「承批人」應自費保養及維修園景美化地方，以保持安全、清潔、整齊及健康，全面令「署長」滿意。

第(103)條批地特別條款

如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不可移除或干預任何現於「地盤G」或毗連土地生長的樹木。

8.「黃色範圍」

第(7)條批地特別條款

(f) 「承批人」應：

(i) 在2015年12月31日或「署長」批准的其他日期或之前，自費以「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線和設計，在「批地文件」所夾附圖則I以黃色顯示的地方(「**黃色範圍**」)鋪設、平整、提供、建造、鋪築表面及排水渠(包括提供和建造下水道、高架道、污水管、排水渠、行人路或「署長」全權酌情規定的其他構築物)，全面令「署長」滿意；及

(ii) 自費保養、管理、維修和修理「黃色範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色範圍」的管有權，連同在該處提供及裝設的所有構築物及服務按照本批地特別條款(h)(ii)款規定交還「政府」為止。

(h) (ii)「政府」保留權利在其視為恰當時收回「黃色範圍」或其任何部份之管有權作任何用途(「署長」就此作出的決定將作終論)，而毋須向「承批人」支付任何款項或補償。「承批人」應在「署長」通知時將「黃色範圍」交還「政府」，惟「政府」毋須強迫性收回「黃色範圍」或其任何部份之管有權。直至「黃色範圍」的管有權交還「政府」為止，「承批人」必須承擔責任保養、維修和修理「黃色範圍」連同本批地特別條款(f)(ii)款訂明在該處提供及裝設之所有構築物及服務。

(i) (I) 如非事前獲「署長」書面同意，「承批人」不得使用「黃色範圍」或其任何部份儲物或在該處搭建任何臨時構築物或作任何用途；及

(II) 如非事前獲土木工程拓展署署長書面同意，「承批人」不得在建造或建築於毗連「黃色範圍」 的海堤進行任何更改工程。

9.「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」

第(8)條批地特別條款

(b)「承批人」應自費以「署長」全面滿意的方式：

(i) 遵從本文第(89)條批地特別條款之規定，於2014年6月30日或「署長」指定的其他日期或之前：

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

(II) 依照本文夾附的「工程規格附表」，在「圖則I」以綠色顯示的地方(以下簡稱「**綠色範圍**」)進行及建造日後道路交界處之改善工程及相關工程；

(ii) 於「永久公共運輸交匯處」(釋義以下文第(17)(a)(i)條批地特別條款所訂為準)開始營運當日或「署長」所指定其他日期或之前：

(I) 採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造位於「圖則I」以粉紅色間綠斜線及粉紅色間綠斜線加黑點顯示之土地範圍內的公共道路部份(以下簡稱「**粉紅色間綠斜線範圍**」及「**粉紅色間綠斜線加黑點範圍**」)(包括提供和建造橋樑、隧道、上跨路、下通道、下水道、高架道路、行車天橋、行人路、單車徑或「署長」全權酌情指定的其他構築物，以便在該處進行建造工程和供車輛及行人往來)；及

(II) 在「圖則I」以綠色間黑斜線加黑點顯示之地方(以下簡稱「**綠色間黑斜線加黑點範圍**」)鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道設施及道路標記，以及相關的工程和交通改道設施，以便車輛進出「永久公共運輸交匯處」(釋義以下文第(17)(a)(i)條批地特別條款所訂為準)；

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

(iv) 於2015年12月31日或「署長」所指定其他日期或之前，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑十字線顯示之擬建公共道路部份(以下簡稱「**綠色間黑十字線範圍**」)(包括提供和建造上跨路、下通道、行人道、單車徑或「署長」全權酌情指定的其他構築物，以便在該處進行建造工程及供車輛和行人往來)；

(v) 於本批地特別條款(b)(i)、(b)(ii)、(b)(iii)及(b)(iv)款分別訂明的期限內，在「綠色範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及

(vi) 遵從第(9)(b)條批地特別條款之規定，維修「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」，連同在該處建造、安裝和提供之所有構築物、服務、街燈、街道設施及機器，直至「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」遵照本文第(9)(a)條批地特別條款交還「政府」為止。

第(9)條批地特別條款

(a) 茲只限於為執行本文第(8)條批地特別條款訂明的必要工程，「承批人」將在「署長」發予「承批人」的一份或多份函件所註明的一個或多個日期，獲批授「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」的管有權。「署長」向「承批人」發出一份或多份函件證明本文第(8)(b)(i)、(8)(b)(ii)(II)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款規定所須進行之工程已完成後及「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」 構成公共道路的一部分或多於一部分時，「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部份將被視作已交還「政府」。此外，「承批人」應在「政府」通知時將「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」或其任何部份交還「政府」。而於任何情況下，倘「署長」向「承批人」發出一份或多份通知函件，「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」或其任何部份將被視作已於通知書載明的一個或多個日期交還「政府」。「承批人」管有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」 期間，必須允許所有「政府」及公眾車輛和行人在所有合理時間免費自由地通行及行經「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」。

(b)「承批人」應自費以「署長」全面滿意的方式：

(i) 維修「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」，即使「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」連同該處安裝及提供之所有表面、構築物、渠務系統、街燈及機器之管有權已如本批地特別條款(a)款所述交還「政府」亦然，包括在「粉紅色間綠斜

線範圍」及「粉紅色間綠斜線加黑點範圍」進行必要的還原、修理、搬遷、更改和改善工程，直至「署長」全權酌情通知「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」的維修責任交還「政府」為止；及

(ii) 在交還本批地特別條款(b)(i)款所載的維修責任前，採用「署長」批准的方式及物料，按照「署長」批准的標準和設計提供、建造或再建造「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」，並為該處提供「署長」指定的行人路、溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施、道路標記及機器。

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

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

第(10)條批地特別條款

(a) 如非事前獲「署長」書面同意，「承批人」不可使用「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」儲物或在該處搭建任何臨時構築物。

10. 建築契諾

第(14)條批地特別條款

(a) 「承批人」應發展該地段，即全面遵照此等「批地條款」和在任何時間於香港生效的所有建築、衛生及規劃條例、附例和規例，在該處建造一座或多座建築物。上述的一座或多座建築物應在2018年12月31日或之前或「地盤O」「到期日」(釋義以第(1)(b)條批地特別條款所訂為準)後78個曆月內(二者取其較遲)建成並適宜居住。

(b) 儘管有本批地特別條款(a)款之規定，以及遵從本文第(16)(a)(vi)及(16)(b)條批地特別條款之規定：

(i) 現已或將會為「地盤AB」興建的一座或多座建築物或其任何部份應在2013年12月31日或之前、「地盤AB」「到期日」後96個曆月內或「署長」於「地盤AB」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(iii) 現已或將會為「地盤C」興建的一座或多座建築物或其任何部份應在2012年6月30日或之前、「地盤C」「到期日」後78個曆月內或「署長」於「地盤C」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(iv) 現已或將會為「地盤D」興建的一座或多座建築物或其任何部份應在2012年9月30日或之前、「地盤D」「到期日」後66個曆月內或「署長」於「地盤D」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(v) 現已或將會為「地盤E」興建的一座或多座建築物應在2014年9月30日或之前建成並適宜居住；

(vi) 現已或將會為「地盤F」興建的一座或多座建築物應在2011年6月30日或之前建成並適宜居住；

(vii) 現已或將會為「地盤G」興建的一座或多座建築物應在2021年6月30日或之前建成並適宜居住；

(viii) 現已或將會為「地盤H」興建的一座或多座建築物或其任何部份應在2017年3月31日或之前、「地盤H」「到期日」後60個曆月內或「署長」於「地盤H」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(ix) 現已或將會為「地盤I」興建的一座或多座建築物或其任何部份應在2017年6月30日或之前、「地盤I」「到期日」後54個曆月內或「署長」於「地盤I」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(x) 現已或將會為「地盤J」興建的一座或多座建築物或其任何部份應在2016年12月31日或之前、「地盤J」「到期日」後66個曆月內或「署長」於「地盤J」「到期日」或之前全權酌情指定的其他日期「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(xi) 現已或將會為「地盤K」興建的一座或多座建築物或其任何部份應在2017年12月31日或之前、「地盤K」「到期日」後54個曆月內或「署長」於「地盤K」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(xii) 現已或將會為「地盤L」興建的一座或多座建築物或其任何部份應在2018年12月31日或之前、「地盤L」「到期日」後54個曆月內或「署長」於「地盤L」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

(xiii) 現已或將會為「地盤N」興建的一座或多座建築物或其任何部份應在2018年6月30日或之前、「地盤N」「到期日」後72個曆月內或「署長」於「地盤N」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；及

(xiv) 現已或將會為「地盤O」興建的一座或多座建築物應在2021年3月31日或之前建成並適宜居住。

11. 發展條款

第(16)條批地特別條款

遵從此等「批地條款」，如該地段或其任何部份進行發展或重建(上述兩詞純粹指第7條批地一般條款所載的重建項目)：

(a) 「承批人」必須並且只可在該地段興建、建造、提供及維修：

(i) 本文第(31)條批地特別條款所載的「港鐵綜合大樓」；

(ii) 本文第(17)條批地特別條款所載的「政府樓宇」；

(iii) 構成「港鐵車廠」結構屋頂(以下簡稱「**車廠屋頂**」)的高架建築平台，高度不可超出「香港主水平基準」18.5米或「署長」按照「核准建築圖則」所示尺寸、樓層、地點及位置批准的其他高度。「車廠屋頂」和附屬、從屬或屬於該處所有構築物的設計、規格及建造(包括使用的物料)事前必須經「署長」書面批准，而在「署長」發出書面批准之前概不可展開建造工程；

(iv) 本文第(50)條批地特別條款所載的「幼稚園」；

(vi) (I) 作住宅用途的地方及設施(以下統稱「**住宅樓宇**」)，由不少於20,000個居住單位及不多於21,500個居住單位組成。樓面總面積不少於1,397,500平方米和不超過1,612,800平方米；及

(II) 作商業用途的地方及設施(以下統稱「**商業樓宇**」)，樓面總面積不少於30,000平方米和不超過50,000平方米；

(b) (i) 儘管本批地特別條款(a)(vi)款之規定，「承批人」亦必須並且只可在該地段：

(i) 就「地盤AB」興建、建造、提供和維修：

(I) 「住宅樓宇」，居住單位數目最少2,474個；最多4,272個，樓面總面積不少於185,818平方米和不超過309,696平方米；

(II) 合共855個本文第(44)(a)(i)條批地特別條款訂明的車位；

(III) 合共50個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(IV) 合共91個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每十個或不足十個住宅單位設有一個車位；

(VI) 合共10個本文第(44)(b)(i)條批地特別條款訂明的車位；及

(VII) 一間本文第(50)條批地特別條款訂明的幼稚園，內設8個課室，樓面總面積不超過800平方米，連同2個車位供停泊車輛，每個最少闊2.5米長5.0米，淨空高度最少2.4米，另設3個停車等候車位供校巴上落乘客，每個最少闊3.5米長7米，淨空高度最少3.6米；

(iii) 就「地盤C」興建、建造、提供及維修樓面總面積不少於147,540平方米的地方及設施，當中包括：

(I) 「住宅樓宇」，居住單位數目最少1,697個，樓面總面積不少於118,560平方米；及

(II) 「商業樓宇」，樓面總面積不少於28,980平方米；

(iv) 就「地盤D」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少1,697個，樓面總面積不少於118,560平方米；

(v) 就「地盤E」興建、建造、提供和維修：

(I) 「住宅樓宇」，居住單位數目最少1,533個；最多1,648個，樓面總面積不少於111,384平方米和不超過128,544平方米；

(II) 「永久公共運輸交匯處」各部份(釋義以本文第(17)(a)(i)條批地特別條款所訂為準)；

(III) 合共330個本文第(44)(a)(i)條批地特別條款訂明的車位；

(IV) 合共20個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(V) 合共35個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(VI) 合共132個本文第(44)(a)(vi)條批地特別條款訂明的車位；

(VII) 合共4個本文第(44)(b)(i)條批地特別條款訂明的停車等候車位；及

(VIII) 一間本文第(50)條批地特別條款訂明的幼稚園，內設9個課室，樓面總面積不超過1,000平方米，連同2個車位供停泊車輛，每個最少闊3.0米長7.0米，淨空高度最少2.4米；

(vi) 就「地盤F」興建、建造、提供和維修：

(I) 樓面總面積不少於136,540平方米的地方及設施，當中包括：

(A) 「住宅樓宇」，居住單位數目最少1,950個，最多2,096個，樓面總面積不超過136,240平方米；

(B) 「商業樓宇」，樓面總面積不少於300平方米，但不可超過500平方米；及

(C) (i) 一間安老院(以下簡稱「**安老院**」)，樓面總面積不超過3,100平方米。計算本文第(16)(e)條批地特別條款所訂現已或將會建於該地段的一座或多座建築物的樓面總面積時，「安老院」將會連計在內；

(ii) 一個供停泊車輛的車位，最少闊3.0米長7.6米，淨空高度最少2.8米，位置應靠近「安老院」。該車位不可計入本文第(44)條批地特別條款所載的車位；

(iii) 一間「安老院」連同本批地特別條款(b)(i)(vi)(I)(C)(ii)款訂明的車位(以下統稱「**安老院樓宇**」)。「安老院樓宇」應在本文第(14)(b)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；

(II) 「社區會堂樓宇」(本文第(17)(a)(v)(III)條批地特別條款訂明)。「社區會堂樓宇」應在本文第(17)(a)(v)(III)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；

(III) 「綜合青少年服務中心」(本文第(17)(a)(vi)條批地特別條款訂明)。「綜合青少年服務中心」應在本文第(17)(a)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；

(IV) 合共300個本文第(44)(a)(i)條批地特別條款訂明的車位；

(V) 合共25個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(VI) 合共16個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(VII) 合共65個本文第(44)(a)(vi)條批地特別條款訂明的車位；及

(VIII) 合共5個本文第(44)(b)(i)條批地特別條款訂明的停車等候車位；

(vii) 就「地盤G」興建、建造、提供和維修：

(I) 「住宅樓宇」，居住單位數目最少1,228個，樓面總面積不少於85,800平方米及不超過102,336平方米；

(II) 「永久公共運輸交匯處」部份範圍(釋義以本文第(17)(a)(i)條批地特別條款所訂為準)；

(III) 「公共廁所」(釋義以本文第(17)(a)(ix)條批地特別條款所訂為準)；

(IV) 合共263個本文第(44)(a)(i)條批地特別條款訂明的車位；

(V) 合共15個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(VI) 合共28個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(VII) 合共237個本文第(44)(a)(vi)條批地特別條款訂明的車位；

(VIII) 合共3個本文第(44)(b)(i)條批地特別條款訂明的停車處；

(IX) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(vii)(IV)及(b)(i)(vii)(V)款提供的車位中劃定一定數額的「傷殘人士車位」(遵照最少保留及劃定一(1)個車位的規定)；

(viii) 就「地盤H」興建、建造、提供和維修以下地方及設施，當中包括：

(I) 「住宅樓宇」，居住單位數目最少1,168個，樓面總面積不少於81,640平方米；及

(II) 「商業樓宇」，樓面總面積不超過1,200平方米；

(ix) 就「地盤I」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少751個，樓面總面積不少於52,520平方米；

(x) 就「地盤J」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少1,250個，樓面總面積不少於87,360平方米；

(xi) 就「地盤K」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少848個，樓面總面積不少於59,280平方米；

(xii) 就「地盤L」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少819個，樓面總面積不少於57,200平方米；

(xiii) 就「地盤N」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少1,633個，樓面總面積不少於114,140平方米；

(xiv) 就「地盤O」興建、建造、提供和維修：

(I) 「住宅樓宇」，居住單位數目最少1,459個，樓面總面積不少於101,920平方米及不多於122,302平方米；及

(「承批人」特此同意及承認政府沒有擔保建築於或將會建築於「地盤O」或任何其部分的樓宇將可達到此副條款所指的最大的樓面總面積)；

(II) 就此批地特別條款第44(a)(i)條所規定的車位，比率為1個車位有5個居住單位或其部分或總共316個單位，取決於哪一個較高；

(III) 就此批地特別條款第44(a)(ii)條所規定的車位，比率為每個住宅大樓有5個車位；

(IV) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的副條款(b)(i)(xiv)(II)及(b)(i)(xiv)(III)所指的所有車位的10%的；

(V) 就此批地特別條款第44(a)(vi)條所規定的車位，比率為1個車位有10個居住單位或其部分，

(VI) 就此批地特別條款第44(b)(i)條所規定的窗戶，比率為每個單位有一個窗戶，並，

(ii) 遵從本批地特別條款(a)(vi)款之規定，以及儘管本批地特別條款(b)(i)(i)、(b)(i)(iii)至(b)(i)(xiv)款另有任何規定，「署長」可隨時全權酌情批准重新分配將於任何「任何地盤」提供的「住宅樓宇」及「商業樓宇」，並且准許更改本批地特別條款(b)(i)(i)、(b)(i)(iii)至(b)(i)(xiv)款分別訂明每個「地盤」之「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。然而，「承批人」須在任何將會被評定補價的「任何地盤」之最早「補價」「到期日」之前不少於12個曆月內或「署長」同意的其他期限內向「署長」申請批准重新分配「住宅樓宇」及「商業樓宇」，並且更改「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。「署長」行使本文所載的權利時，可附加任何條款與條件，包括要求「承批人」繳付「署長」釐定的額外補價。

(e) 儘管本批地特別條款(a)(vi)款之規定，現已或將會建於該地段上的任何一座或多座建築物的樓面總面積不可少於1,427,500平方米和不可超過1,652,800平方米。

12.「政府樓宇」

第(17)條批地特別條款

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

(i) 一個位於地下的公共運輸交匯處，包括一個設有8個巴士停車處的巴士總站、16個巴士停泊處、2個小巴停車處、一個的士停車處、一個一般車輛客貨上落車位和淨作業樓面面積不少於100平方米的地方，預留供巴士營運商現已或將會於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)毗鄰建造的附屬設施使用(以下簡稱「**永久公共運輸交匯處**」)。「永久公共運輸交匯處」應設有出入通道連接公共道路、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」，並於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)開始營運當日或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。如「永久公共運輸交匯處」延遲竣工及營運，「承批人」應在「署長」指定的日期自費興建、建造、提供和維修「臨時公共運輸交匯處」(釋義以本文第(30)條批地特別條款所訂為準)以供使用，直至「永久公共運輸交匯處」落成並適宜佔用及營運為止，以令「署長」滿意；

(ii) 一間長者鄰舍中心(以下簡稱「**長者鄰舍中心**」)，淨作業樓面面積不少於303平方米，「長者鄰舍中心」應在2013年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「長者鄰舍中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2006年7月1日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「長者鄰舍中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「長者鄰舍中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「長者鄰舍中心」或其任何部份所招致或引起的費用或開支。

(iii) 一間長者活動中心(以下簡稱「**長者活動中心**」)，淨作業樓面面積不少於183平方米，「長者活動中心」應在2018年12月31日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「長者活動中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2012年6月1日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「長者活動中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「長者活動中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「長者活動中心」或其任何部份所招致或引起的費用或開支。

(v) (I) 一間多用途會堂(以下簡稱「**社區會堂**」)，淨作業樓面面積不少於593平方米；

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

(B) 1個巴士停車等候車位，最少闊3米長12米，淨空高度最少3.8米。

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

(vi) 一間綜合青少年服務中心(以下簡稱「**綜合青少年服務中心**」)，淨作業樓面面積不少於631平方米，「綜合青少年服務中心」應在「地盤F」的「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「綜合青少年服務中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」於2004年2月1日或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「綜合青少年服務中心」或其任何部份所招致或引起的費用或開支；

(vii) 一間綜合家庭服務中心(以下簡稱「**綜合家庭服務中心**」)，淨作業樓面面積不少於379平方米，「綜合家庭服務中心」應在2012年6月30日或其所在「任何地盤」的「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「綜合家庭服務中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2006年7月1日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「綜合家庭服務中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「綜合家庭服務中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「綜合家庭服務中心」或其任何部份所招致或引起的費用或開支；

(viii) 一間日間托兒所(以下簡稱「**日間托兒所**」)，淨作業樓面面積不少於379平方米，「日間托兒所」應在2017年3月31日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「日間托兒所」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2011年12月31日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「日間托兒所」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「日間托兒所」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「日間托兒所」或其任何部份所招致或引起的費用或開支；

(ix) 一所公共廁所(以下簡稱「**公共廁所**」)，位於現已或將會建於靠近「永久公共運輸交匯處」的一幢或多幢建築物地下，淨作業樓面面積不少於140平方米。「公共廁所」應在「永久公共運輸交匯處」開始運作當日或之前建成並適宜佔用及營運；

(x) 最少三間(或「署長」批准之其他數目)校舍，由三間小學和兩間中學或「署長」全權酌情釐定的較少數目組成，樓層及位置按「署長」指定。上述校舍應在2015年12月31日或「署長」全權酌情指定的其他日期或之前建成並適宜佔用及營運。每間小學(以下統稱「**小學**」)的地盤面積最少6,200平方米，每間中學(以下統稱「**中學**」)的地盤面積最少6,950平方米，惟倘事前獲教育局局長及建築署署長書面批准，任何「小學」及「中學」的地盤面積均可縮減。每間「小學」及「中學」均須採用由「署長」全權酌情指定而不時適用於現行標準校舍設計，並由「承批人」按照「工程規格附表」所載標準與規格或經由教育局局長及建築署署長書面批准而不時適用於標準校舍設計的現行標準與規格提供和建造，此外並須遵從教育局局長及建築署署長以書面批准的條款與規章，以符合《教育條例》及此等「批地條款」之規定，同時須遵照「核准建築圖則」及根據本文第(18)(a)條批地特別條款核准的圖則。再者，「署長」可全權酌情是否需要建造和提供「小學」及「中學」或當中任何其一。如「署長」決定只需要建造或提供較少數目的「小學」及「中學」，「承批人」在接獲「署長」於2013年12月31日或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「小學」及「中學」或其任何部份所招致或引起的費用或開支；及

(xi) 一個足球場連附屬設施(以下簡稱「**足球場**」)，標準及規格以「署長」全權酌情批准為準，地盤面積最少2,241平方米或「署長」批准之其他面積，並應在2015年12月31

日或「署長」全權酌情指定的其他日期或之前建成並適宜佔用及營運。「署長」可全權酌情是否需要建造和提供「足球場」。如「署長」決定不需要建造或提供，「承批人」在接獲「署長」於2013年12月31日或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造和提供「足球場」或其任何部份所招致或引起的費用或開支。

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

13. 維修「政府樓宇」

第(23)條批地特別條款

(a) 茲毋損本文第(27)條批地特別條款之規定，現聲明在本文第(27)(a)條批地特別條款訂明的「保修責任期」內，「承批人」時刻均須自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置，以保持其狀態良好；及

(b) 於本批地特別條款，「承批人」之釋義不包括其受讓人。

14.「政府樓宇」之「保修責任」

第(27)條批地特別條款

(b) 只要「署長」及/或「財政司司長法團」(釋義以第(25)(a)條批地特別條款所訂為準)發出通知，「承批人」須自費按「署長」及/或「財政司司長法團」指定的期限、標準和方式執行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救及糾正「政府樓宇」、其任何部份及該處各屋宇裝備裝置於任何「保修責任期」內出現或發現的缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程，「承批人」除要遵從前文之規定外，並須自費按「署長」及/或「財政司司長法團」指定的期限、標準及方式修復和糾正在「承批人」交付「政府樓宇」、其任何部份及該處各屋宇裝備裝置管有權當日已存在的任何缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程；

(f) 於本批地特別條款，「承批人」之釋義不包括其受讓人。

15. 維修「政府樓宇」內「物件」

第(28)條批地特別條款

(a) 「承批人」應在本文協定批授的整個年期內，自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)以「署長」全面滿意的方式維修以下項目(以下統稱「**物件**」)：

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

(ii) 所有供「政府樓宇」及該地段其餘發展項目使用的電梯、自動扶梯及樓梯；

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

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

(v) 所有其他供「政府樓宇」及該地段其餘發展項目使用的公共部份及設施。

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

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

(d) 於本批地特別條款，「承批人」之釋義不包括「財政司司長法團」。

16.「臨時公共運輸交匯處」

第(30)條批地特別條款

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

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

(c) (i) 「署長」發函表示「臨時公共運輸交匯處」竣工令其滿意當日，「承批人」應將「臨時公共運輸交匯處」移交「署長」，該處的營運權將歸於「政府」。儘管「臨時公共運輸交匯處」已移交「署長」，「承批人」仍須在「臨時公共運輸交匯處」營運期間一直自費保持該處整潔和維修充足及狀態良好，並須修理「臨時公共運輸交匯處」(包括負責行人徑、平台、行車道及其他設施之一般清潔)，以致令「署長」滿意。「承批人」須承擔營運「臨時公共運輸交匯處」招致的所有費用，包括但不限於支付閉路電視系統、照明、通風及街道設施的電費；

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

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

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

(f) 於本批地特別條款，「承批人」之釋義指訂立及執行本「協

議」的人士。

17.「港鐵綜合大樓」

第(31)條批地特別條款

(a) 「承批人」應自費以「署長」滿意的方式，依照此等「批地條款」及「核准建築圖則」(如適用者)(但仍須遵從「政府」與「承批人」現已或將會達成的任何管理及維修協議)興建、建造、提供和嗣後營運及維修「地盤M」內的「港鐵車站」設施與地方(以下統稱「**港鐵綜合大樓**」)，其中包括但不限於：

(i) 「署長」指定位於「地盤M1」(「港鐵車廠」)的維修車廠及鐵路車間連同附屬的鐵路結構、設施、道路及若干供停泊車輛和上落客貨的車位(此等車廠、附屬結構、設施、道路及車位以下統稱「**港鐵車廠**」)，以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車廠」應在「署長」指定(「署長」之決定將作終論並對「承批人」約束)之一個或多個日期建成並適宜以「署長」滿意的規模投入運作；

(ii) 位於「地盤M2」(「港鐵車站」)的鐵路站及月台連同「署長」指定的附屬鐵路結構與設施(此等車站、附屬結構與設施連同警察設備室以下統稱「**港鐵車站**」)，以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車站」應在「署長」指定(「署長」之決定將作終論並對「承批人」約束)的一個或多個日期建成並適宜以「署長」滿意的規模投入運作；

(c) 「港鐵綜合大樓」除根據《香港鐵路條例》或任何其他同類取代性授權法例作「港鐵」車廠及車站，以及作其他「港鐵」營運及附屬用途和「署長」全權酌情以書面批准之其他用途外，概不可作任何其他用途。「署長」以書面批准其他用途時可制訂任何條款與條件，包括收取其視為恰當的額外補價或其他費用；及

(d) 在本批地特別條款，「承批人」之釋義指訂立及執行本「協議」的人士。

18. 儲物

第(37)條批地特別條款

如該地段任何部份用作儲物(於本批地特別條款儲物指存放該地段以作發展或重建工程的必要建築材料)，儲物方法及儲存於「港鐵綜合大樓」附近的物品性質和容量或數量必須經「署長」及消防處處長批准。

19.「港鐵」防護措施

第(38)條批地特別條款

(a) 該地段或其任何部份上或內進行的任何建造、地基或其他工程概不可損害、干預、阻礙或危害「港鐵綜合大樓」或位於或貫越該地段或其任何部份或周圍而關乎「港鐵綜合大樓」的任何結構或裝置或隧道(以下統稱「**港鐵結構與裝置**」)運作。「承批人」應自費採取「署長」要求的措施和預防措施，確保「港鐵結構與裝置」安全及「港鐵綜合大樓」暢順營運；及

(b) 於本文協定批授的整個年期內，「承批人」須遵守和履行屋宇署署長為保護「港鐵結構與裝置」而制訂的規定，以令屋宇署署長滿意。

20.「政府」出入「港鐵綜合大樓」之通行權

第(39)條批地特別條款

(a) 於本文協定批授的整個年期內，「承批人」須允許「政府」、其人員、傭僕及代理和獲其授權之其他人等(除緊急情況外於事前發出通知書後)，有權在所有合理時間獨自或駕車或攜帶工具或設備與否進出、再進出及經越該地段和現已或將會建於該處的構築物，以便檢查「港鐵綜合大樓」及「港鐵結構與裝置」或其任何部份；及

(b) 倘「政府」、其人員、傭僕及代理及獲其授權之其他人等因行使本批地特別條款(a)款所載通行權進出、再進出及經越該地段而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理和獲其授權之其他人等索償。

21. 公眾出入「港鐵車站」之通行權

第(40)條批地特別條款

於本文協定批授的整個年期內，「承批人」應允許公眾隨時自由及免費地進入及行經該地段各部份以作所有合法目的，以及進出、行經及跨越該處由「承批人」劃為出入「港鐵車站」通道的建築物、構築物及搭建物，以便往返「港鐵車站」。

22.「住宅樓宇」及「商業樓宇」之泊車規定

第(44)(a)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須在該地段內提供「署長」滿意的下列車位：

(i) 合共不少於2,857個車位及不超過4,300個車位。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊5.0米長，最低淨空高度2.4米。如上提供的車位除停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人的車輛外，不可作任何其他用途；

(ii) 合共250個車位供停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人各訪客或來賓的車輛。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊5.0米長，最低淨空高度2.4米。本款訂明提供的車位將歸屬於「公用地方」一部份，「承批人」必須在「公契」(釋義以本文第(58)(a)(i)條批地特別條款所訂為準)訂明此等車位乃「公用地方」(釋義以本文第(58)(a)(v)條批地特別條款所訂為準)範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記(除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式)或以其他方式出讓上述車位；

(iii) 合共333個車位供「商業樓宇」佔用人及彼等真正訪客或來賓停泊根據《道路交通條例》持牌的車輛。每個車位最少2.5米闊5.0米長，最低淨空高度2.4米；

(iv) 供「住宅樓宇」業主、佔用人、訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(i)至(a)(ii)款所提供車位總額的百分之十(10%)。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位應分組佈局，任何一個地點須設有不少於5個車位；

(v) 供「商業樓宇」佔用人及彼等真正訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(iii)款所提供車位總額的百分之十(10%)。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位應分組佈局，任何一個地點須設有不少於5個車位；及

如上提供的車位除作本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)及(a)(v)款訂明的用途外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。

(vi) 供「住宅樓宇」業主、佔用人、訪客或來賓停泊單車的車位，配置比率為現已或將會建於該地段上各建築物內每十個或不足十個住宅單位設有一個車位，又或由「署長」指定數額(「署長」之決定將作終論並對「承批人」約束)。

(vii) 就「地盤G」：

(I) 「承批人」應依照建築事務監督規定及批准，從其遵照本批地特別條款(a)(i)及(a)(ii)款(可根據本批地特別條款(d)款更改)提供的車位中保留及劃定指定數額的車位，以供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊車輛(此等保留及劃定的車位以下簡稱「**傷殘人士車位**」)。「承批人」最少須從遵照本批地特別條款(a)(ii)款所提供車位中保留及劃定一(1)個車位，惟遵照本批地特別條款(a)(ii)款所提供的車位不可全部保留及劃作「傷殘人士車位」。

(II) 「傷殘人士車位」應劃為「公用地方」並構成「公用地方」一部份。

(III) 「傷殘人士車位」除供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊屬於現已或將

會建於「地盤G」各建築物的居民及彼等各真正訪客、來賓或賓客的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等或提供洗車及汽車美容服務。

(IV) 每個「傷殘人士車位」的大小將由建築事務監督指定及批准。

23. 客貨上落規定

第(44)(b)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須以下列形式在該地段內提供「署長」滿意的車位供車輛停泊及上落客貨：

(i) 合共50個客貨上落車位供「住宅樓宇」及「安老院」業主或住戶使用；及

(ii) 按照「商業樓宇」樓面總面積每1,000平方米配置一個的比率提供車位，供「商業樓宇」及「安老院」佔用人使用；

如上提供之每個車位最少3.5米闊11.0米長，最低淨空高度4.7米。此等車位除供與「住宅樓宇」、「商業樓宇」及「安老院」相關的車輛上落客貨外，不得作任何其他用途。根據本批地特別條款(b)(i)及(b)(ii)款提供的車位屬於「公用地方」一部份，「承批人」必須在「公契」(釋義以本文第(58)(a)(i)條批地特別條款所訂為準)訂明此等車位乃「公用地方」(釋義以本文第(58)(a)(v)條批地特別條款所訂為準)範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記(除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式)或以其他方式出讓上述車位。

24. 垃圾收集服務

第(47)條批地特別條款

(a) 「承批人」應自費以食物環境衛生署署長全面滿意的方式提供及維持周全的垃圾收集系統，收集現已或將會建於該地段上各建築物每個樓層的垃圾，並且設置食物環境衛生署署長批准或指定的垃圾裝卸車位，以致食物環境衛生署署長全面滿意；

(b) 「承批人」應在「署長」指定的一個或多個日期，自費按照「核准建築圖則」，以「署長」全面滿意的方式，採用批核的物料、標準和設計，在該地段指定的位置提供、建造及嗣後維修不少於三個垃圾收集站，每個包括不少於一個垃圾車裝卸車位連同食物環境衛生署署長批准的附屬設施(以下統稱「**垃圾收集站**」)。計算本文第(16)(e)條批地特別條款所訂的樓面總面積時，此等「垃圾收集站」不會連計在內。每個「垃圾收集站」所佔土地為不少於5.60米闊乘6.50米長，又或採用「署長」批准的其他面積；

(c) 本批地特別條款(a)及(b)款所訂的工程以食物環境衛生署署長滿意的方式完竣後，「垃圾收集站」將由「承批人」自費維修，以令食物環境衛生署署長滿意；

25. 建造車輛出入通道

第(49)(c)條批地特別條款

(i) 直至及除非該地段外現有公共道路/行人路每個出口均已設計及建成令「署長」滿意的出口和入口通道，否則「承批人」不可行使本批地特別條款(a)及(b)款所訂的出入通行權。除非「署長」另行同意，否則本批地特別條款(b)款所訂的發展或重建項目完竣後，又或「署長」發出通知時，「承批人」須拆除臨時建造的車輛出入通道並還原其所在的道路/行人路地方，以致恢復車輛出入通道建造之前的原貌。上述設計、建造、拆卸及還原工程將由「承批人」自費進行，並須令「署長」滿意；及

(ii) 儘管本批地特別條款(c)(i)款之規定，「署長」仍可(但無責任必須)應「承批人」的書面要求執行前文(c)(i)款所載的設計、建造、拆卸及還原工程，有關費用由「承批人」支付。

26. 電力分站及海水抽水站之通行路線

第(49)(d)及(f)條批地特別條款

(d) 於本文協定批授的整個年期內：

(i) 「承批人」須免費准許將軍澳市地段第80號(該地段用作電力分站)(以下簡稱「**電力分站**」)的業主、其傭僕、訪客、工人及其他正式獲授權代表彼等的人士，於本文協定批授的年期內不時及時刻為着達致完善使用「電力分站」的所有合法事宜使用通行路線，以獨自或駕車或帶備工具或設備與否進出、往返及經越圖則I以粉紅色間紅斜線、粉紅色間紅斜線加黑點和粉紅色間紅斜線及黑斜線顯示的範圍，又或通行「署長」全權酌情批准的該地段其他樓層，以便於「電力分站」建成後往返該處；

(ii) 遵從本批地特別條款(d)(i)款之規定，「承批人」應在將軍澳市地段第80號之「電力分站」建造期間提供臨時免費通行路線，以便將軍澳市地段第80號各業主、彼等之承辦商、工人及其他獲授權代表彼等的人士獨自或駕車或帶備工具或設備與否往來該地段與「電力分站」之間，以便執行「電力分站」的建造工程；

(iii) 「署長」、其人員及承辦商和其各自之工人有權獨自或駕車或帶備工具、設備或機器與否進出、往返及經越圖則I以粉紅色間紅斜線範圍、粉紅色間紅斜線加黑點範圍和粉紅色間綠斜線範圍及粉紅色間綠斜線加黑點範圍、綠色間黑十字線範圍及圖則I註明為「**GLA-SK477**」之毗連地段(該地段用作海水抽水站)(以下簡稱「**海水抽水站**」)，又或通行「署長」全權酌情批准之該地段其他樓層，以便檢查、維修、修理及更新「海水抽水站」；及

(f) 「承批人」須自費保養、維修和修理上述通行路線及所有附屬該處的物件，以全面令「署長」滿意。

27.「幼稚園」

第(50)條批地特別條款

「承批人」(「財政司司長法團」除外)應自費在該地段內興建、建造、提供、維修及營運三間幼稚園(以下簡稱「**幼稚園**」)，三間「幼稚園」的位置、設計和標準必須分別在2012年6月30日、2014年6月30日及2018年12月31日或之前或「署長」全權酌情指定的其他日期向教育局局長申請書面批准。「幼稚園」應有合共不少於26個課室及其他輔助設施。只要「幼稚園」課室不超過26個，計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，如上提供之「幼稚園」及輔助設施不會連計在內。

28. 私家康樂設施、公眾休憩用地及鄰舍休憩用地

第(52)條批地特別條款

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

(i) 該地段內的私家康樂設施及輔助設施(以下簡稱「**私家康樂設施**」)，類型、大小、設計、高度及任何配置須經「署長」書面批准，以供純粹現已或將會建於該地段各建築物的居民或佔用人和彼等之真正訪客使用。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「私家康樂設施」不會連計在內(僅就「地盤G」及「地盤O」而言，並須遵從本文第(97)(d)條批地特別條款的規定)。任何根據本款規定豁免計入樓面總面積的地方一律屬於「公用地方」，「承批人」必須在「公契」(釋義以本文第(58)(a)(i)條批地特別條款所訂為準)訂明此等地方乃「公用地方」(釋義以本文第(58)(a)(v)條批地特別條款所訂為準)範圍。除非依照本文第(58)(a)(vi)條批地特別條款規定，否則「承批人」不可轉讓、按揭或押記(除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式)或以其他方式出讓上述地方；

(ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃(以下簡稱「**公眾休憩用地**」)。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以

其批准的標準及設計種植灌叢樹木和建造單車徑，並於2016年12月31日或之前或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂靜態及動態康樂用途所作的決定將作終論並對「承批人」約束；及

(iii) 位於該地段內按「署長」規定提供的若干鄰舍休憩用地，總面積不少於7.07公頃(以下簡稱「**鄰舍休憩用地**」)，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢及樹木，並於本文第(14)(b)條批地特別條款分別訂明「任何地盤」及現已或將會提供「鄰舍休憩用地」之該地段餘段適用的日期或之前建成並適宜使用。「鄰舍休憩用地」除供現已或將會建於該地段各建築物的居民及佔用人和彼等的真正訪客與來賓作完善使用及享用該地段之康樂用途外，不得作任何其他用途。

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

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

29. 擬建行人天橋相關結構

第(53)條批地特別條款

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

(ii) 於本文協定批授的整個年期內，「署長」、其人員、承辦商、代理、僱員及工人和毗鄰或毗連地段各業主及其人員、承辦商、代理、僱員、工人及任何其他獲彼等授權人士或人等均獲保留權利，可獨自或駕車或攜帶設備、機器及機械與否免費進入、行經該地段或其任何部份，以及進入、行經或跨越現已或將會建於該處任何建築物內、下或上：

(I) 以便執行工程，連接「擬建行人天橋」之「地點」到「擬建行人天橋相關結構」(此等連接工程以下簡稱「**連接段**」)，以及嗣後享有「連接段」和「擬建行人天橋」的支撐地役權；及

(II) 修理及維修「連接段」和「擬建行人天橋」。

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

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

30. 行人通道及行人道

第(53)條批地特別條款

(b) (i) 「承批人」(不包括其受讓人)須在「署長」指定的期限內自費以「署長」全面滿意的方式，以「署長」批准的位置、方式、物料、標準、樓層、定線及設計鋪設、平整、提供、建造和修建表面整飾分段行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置及自動扶梯)，以作本批地特別條款(b)(ii)款訂明的用途；

(ii) 本批地特別條款(b)(i)款所載的分段行人路或行人道應採取最短路線並興建上蓋和提供照明及垃圾桶，建造和設計應符合以下要求：

(I) 於「署長」批准的指定位置及樓層連通將會建於「任何地盤」(「地盤M」除外)的每座建築物；

(II) 於「署長」批准的指定位置及樓層連通該地段每個「地盤」(「地盤M1」(「港鐵車廠」)除外)；及

(III) 連通該地段內所有主要設施，包括「商業樓宇」及設有休憩用地和社區設施之「任何地盤」。

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

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

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

31.「有蓋行人天橋」

第(54)條批地特別條款

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

(b) (i) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」任何部份外部或內部作廣告用途或展示任何招牌、告示或海報。

(ii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害；及

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

(f) 「承批人」(不包括「財政司司長法團」，僅此而已)應自費管理及維修「有蓋行人天橋」，以時刻保持其維修充足及狀態良好和照明充足，全面令「署長」滿意，直至「有蓋行人天橋」根據本批地特別條款(h)款移交「政府」為止；

(h) 「承批人」(不包括「財政司司長法團」，僅此而已)應在「署長」通知時免費或無償地將「有蓋行人天橋」或其任何部份移交「政府」，惟「政府」並無責任必須應「承批人」的要求收回「有蓋行人天橋」或其任何部份的管有權，「政府」只須在其視為恰當的時候作出上述行動。

32.「內部交通系統及照明系統」

第(60)條批地特別條款

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

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

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

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

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

(g) (i) 「承批人」應在「署長」指定的期限內，自費以「署長」全面滿意的方式，按「署長」指定的方式、位置、物料、標準、設計及樓層安裝和提供必要的日間照明及加強夜間照明(以下簡稱「**照明系統**」)，惟由「照明系統」(釋義以本款所訂為準)下限至「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」內公共道路頂部之間最少須預留5.1米淨空供車輛通行，嗣後則運作及維修「照明系統」，以令「署長」滿意。

33. 小販

第(61)條批地特別條款

「承批人」不得允許或容忍任何小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」(在其仍擁有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」管有權期間)擺賣，如發現任何小販擺賣則須驅離該地段。該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」所有入口附近當眼處均應張貼告示，說明禁止小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」內擺賣。茲於本批地特別條款，「小販」之釋義以《公眾衞生及市政條例》(香港法例第132章)第2條所訂為準，惟就本批地特別條款而言，釋義(a)段中「公眾地方」字眼將會略去，取代為『該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」內，但不包括當中根據此等「批地條款」可允許經營零售業務的任何部份。』

34. 廣告

第(62)條批地特別條款

「承批人」(不包括「財政司司長法團」，僅此而已)本身不可展示亦不得允許、容忍他人在該地段任何部份或現已或將會建於該地段各建築物或其任何部份的外部展示任何牌匾、海報、招牌或廣告牌，除非有關招牌或廣告事前已獲「署長」批准。

35. 火堆

第(64)條批地特別條款

「承批人」不可在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」或其任何部份內燃點火堆焚燒任何垃圾或其他物料。

36.「淨化海港計劃」隧道

第(65)條批地特別條款

(a) 圖則I所示並註明為「淨化海港計劃隧道保護區」的範圍下建有一條污水隧道，於本文協定批授的整個年期內，「政府」有權保養、維修及使用污水隧道。除非事前獲得渠務署署長批准，否則不可在上述「淨化海港計劃隧道保護區」內進行任何建築物或地基工程，包括土地勘探。申請人應向「渠務署九龍及新界南渠務部」遞交三套圖則以待審批。「承批人」須遵照渠務署署長為保護污水隧道所訂的條件。有關署方可能制訂的保護污水隧道措施和規定，可參閱屋宇署發出的第165號《認可人士、註冊結構工程師及註冊岩土工程師作業備考》的附錄。「承批人」必須遵從渠務署署長為保護污水隧道而制訂的所有條件；

(b) 如非事前獲渠務署署長書面同意，圖則I顯示並註明為「岸上排水口保護區」的範圍概不可進行任何結構性、打樁、爆破、挖掘、地錨或同類工程。

37. 渠務預留範圍

第(65)條批地特別條款

(c) 如非事前獲「署長」書面批准，「承批人」不可干預圖則I以粉紅色間黑斜線、粉紅色間黑斜線加黑點和粉紅色間黑斜線及紅斜線顯示並註明為「D.R.」的範圍(以下簡稱「**渠務預留範圍**」)，又或在該處建築。任何許可超出「渠務預留範圍」界限或在該處之上或附近建造的構築物，設計及建造時概不可導致「渠務預留範圍」內之下水道結構超出負荷、功能受影響或受損。此外，「承批人」並須預留足夠空間以供進出下水道結構，以便進行維修、修理或更換工程。「署長」可就上述結構的設計制訂任何其全權酌情為必要的規定。

38. 室內康樂中心[1]

第(66)條批地特別條款

(a) 「承批人」應自費在本「協議」生效日後96個曆月內或「署長」全權酌情指定的其他較長期限內，按照「署長」事前書面批准的標準、樓層及位置平整該地段內地盤，面積為不

少於6,000平方米，以建造室內康樂中心。「承批人」以「署長」滿意的方式完成平整工程後，應在「署長」通知時，自費、免費及無償地在「署長」指定的期限內以不帶任何產權負擔的及已取得空置管有權之後將上述地盤交還「政府」，惟「政府」並無責任必須應「承批人」要求收回上述地盤或其任何部份，「政府」只須在其視為恰當時收回。「政府」有權在上述地盤建造室內康樂中心(以下簡稱「**室內康樂中心**」)並使用「室內康樂中心」或地盤作其視為恰當的任何用途。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，現已或將會建於上述地盤的「室內康樂中心」不會連計在內；

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

(c) 上述地盤根據本批地特別條款(a)款交還後，「政府」、其受讓人及彼等之傭僕、代理、受許可人、租客及合法佔用人均獲例外保留的權利(與其他擁有同類權利的人等共享)，可於本文協定批授的年期內免費享有所有必要的通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置與設施、垃圾收集及處理地方與設施、排水系統和氣體、食水、電力儲存、變壓及供應系統之權利)、支撐權以及透過現已或將會鋪設於該地段「餘段」或該處任何建築物、構築物及搭建物或其任何部份的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道及水道和其他導體輸入或排出上述地盤或其任何部份之氣體、電力、水、污物、排水渠、空氣、煙霧或其他污水、電話線、冷卻水及其他服務，以作關乎完善使用及享用「室內康樂中心」的所有用途。

39. 削土

第(68)條批地特別條款

(a) 如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部份的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令「署長」滿意；及

(c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」官地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責；及

(d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造及維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不執行通知書訂明的期限內以「署長」滿意的方式完成通知書的指示，「署長」可即時執行及進行必要工程。「承批人」必須在接獲通知時向「政府」償還有關費用，以及任何行政或專業費用與收費。

40. 維修地錨

第(70)條批地特別條款

如該地段的發展或重建項目或其任何部份已安裝預應力地錨，「承批人」應自費在預應力地錨的整個使用周期內定期維修及監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述維修及監察的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。

41. 廢土或泥石

第(71)條批地特別條款

(a) 如源自該地段或受該地段發展項目影響的其他地方之廢土或泥石侵蝕或沖下公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業，又或由負責運輸建築粒料臨時製造本文第(92)(b)條批地特別條款所載混凝土或瀝青的船隻排出廢土或泥石，「承批人」必須承擔責任並自費清理廢土或泥石和修復受損的公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業，此外並須就廢土或泥石侵蝕或沖流導致私人物業蒙受損害或滋擾所引致的所有訴訟、索償及索求向「政府」賠償；

(b) 儘管有本批地特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承批人」發出書面要求時清理(a)款所載公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業上的廢土或泥石和修復任何損害。

42. 公用服務設施

第(72)條批地特別條款

(a) 「承批人」時刻均須謹慎地採取所有完善及適當的工藝和預防措施，其中尤以任何建造、維修、更新或修理工程施工期間為要，藉以避免損壞位於、貫穿、跨越該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」或位於其下或毗鄰該處的「政府」或其他現有排水渠、水道或渠道(包括總水管)、行人道、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置，不論現有或在建者亦然(以下全部統稱「**工程與服務**」)。然而，「承批人」執行任何此等工程之前，必須進行或達致進行完善調查及查詢，以核實「工程與服務」的現況及水平位置，並須以書面向「署長」提交處理任何「工程與服務」的建議書以待全面審批，直至「署長」以書面批准上述工程及建議書為止，「承批人」不得展開任何工程。此外遵從「署長」就「工程與服務」制訂的規定，同時承擔履行規定所需的費用，包括作出任何必要改道、重鋪或還原工程的費用。除非本文第(76)條批地特別條款規定，否則「承批人」須自費以「署長」全面滿意的方式修理、修復及還原因為此等建造、維修、更新或更換工程導致或引起該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」及「黃色範圍」或位於、貫穿、跨越該地段或其任何部份或位於其下或毗鄰該處之「工程與服務」蒙受的損害或滋擾。如「承批人」不在該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範

圍」、「粉紅色間綠斜線範圍」、「粉紅色間綠斜線加黑點範圍」或「黃色範圍」或任何「工程與服務」執行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「承批人」必須在接獲通知時向「政府」支付有關的費用；

(b) 茲毋損本批地特別條款(a)款之規定，「承批人」須在接獲通知時向「政府」支付影響1,200毫米直徑海水總水管及80毫米直徑食水總水管的改道工程費用，估計金額超過港幣100,000元；及

(c) 「承批人」應自費在「署長」批准的位置、設計及標準興建、建造、提供和維修一個發展項目公用服務主幹(以下簡稱「**公用服務主幹**」)。「公用服務主幹」應設於「車廠屋頂」或車站屋頂或兩者，又或設於「署長」批准的其他高度。「公用服務主幹」只可用於設置該地段內「任何地盤」的公共服務設施，其中包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、電訊電纜、有線電視及同類服務，此等服務設施必須以有關「政府」主管機構及公用事業公司核准的方式安裝和維修。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「公用服務主幹」不會連計在內。

43. 建造污水管、排水渠及渠道

第(75)條批地特別條款

「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」官地上建造和維修污水管、排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的污水管、河溪、集水井、渠道或雨水渠。倘此等污水、暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其官員賠償。

44. 接駁排水渠及污水管

第(77)條批地特別條款

如該地段已鋪設任何排水渠及污水管並已啟用，「署長」可展開工程將此等渠道接駁至「政府」雨水渠及污水管，惟倘有由此引致的損失或損害，「署長」毋須向「承批人」承擔責任。「承批人」須在「政府」通知時支付此等接駁工程的費用。此外，上述工程亦可由「承批人」自費以「署長」滿意的方式建造。於該情況下，「承批人」應在「政府」通知時將建於「政府」官地的工程部份移交「政府」，日後由「政府」自費維修。「承批人」須在「政府」通知時支付上述接駁工程的技術審核費用。

45. 提供消防裝置與設備

第(83)條批地特別條款

「承批人」應自費以消防處處長全面滿意的方式在該地段(或如事獲「署長」書面同意及批准則可在任何毗鄰或毗連「政府」官地)和現已或將會建於該處各建築物內的消防處處長指定地點提供消防處處長全權酌情指定的消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備(釋義以《消防條例》所訂為準)。「承批人」應自費維修此等消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備，以保持其狀態良好，令消防處處長滿意。

46. 土地沉降

第(85)條批地特別條款

(a) 「承批人」現確認，該地段乃在海床填海的土地形成，因此地段的水平日後難免因為基底及埋填物料固結或其他原因出現變化；

(d) 「承批人」現代表其本身、其繼承人及受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償，以及代表其本身、其繼承人及受讓人解除「政府」日後因該地段填海、任何土地沉降、剩餘沉降或該地段地面水平變化招致或引起的責任。再者，「承批人」現代表其本身、其繼承人及受讓人承諾不會就填海工程或日後任何土地沉降、剩餘沉降或該地段地面水平變化向「政府」展開任何訴訟或提出任何索求或索償，不論因何事故引起，亦不論此等沉降或地面水平變化是否可合理預見亦然。日後任何轉讓契約均須訂明其中包括本批地特別條款(d)款的規定。

47. 保護水務工程結構

第(86)條批地特別條款

(b) 如非事前獲「署長」書面批准，不得在「綠色間黑十字線範圍」、「黃色範圍」和圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方進行建築工程、存放物料或貨櫃或種植樹木或灌叢；

(c) 除鋪植草皮外，任何閥門蓋周圍1.5米範圍或任何消防栓出口水管1米範圍內不可栽種植物或放置任何物品造成阻礙；

(d) 如非事前獲水務署署長批准，不可更改「綠色間黑十字線範圍」、「黃色範圍」、圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方和本批地特別條款(c)款所訂明地方的現有地盤狀況。如任何建議植樹與任何水管之間的淨距離僅有2.5米或以下，必須架設堅固防護欄。防護欄必須深入至任何水管的管道內底水平之下；

(e) 倘水務署署長認為可能損壞總水管，則會禁止種植樹木；

(g) 如非事前獲水務署署長書面同意，不可在該地段進行爆破。如需在該地段進行爆破工程，在該地段或附近水務工程裝置或結構一定距離內進行的爆破，每段延遲時間的炸藥裝置重量必須遵從礦務處處長於爆破許可證訂明的上限；及

(h) 如非事前獲水務署署長書面同意，不准在該地段內的水務工程結構(隧道除外)毗鄰、下方或上方進行挖掘工程。

48. 海堤

第(93)條批地特別條款

(a) 「承批人」不可進行或允許他人在該地段內進行任何工程，以致「署長」認為(其決定將作終論並對「承批人」約束)確實或可能對該地段附近的現有海堤及任何其他海事結構與設施產生不良影響。任何在該地段進行的工程必須妥善設計及執行，以應對該地段附近前濱日後填海的影響，以及避免妨礙該地段附近的現有海堤及其他海事結構與設施。「承批人」概無權根據《前濱及海床(填海工程)條例》索取任何賠償；

(d) 如非事前獲「署長」書面同意，不得更改該地段附近的現有海堤及其他海事結構與設施。任何獲准進行的更改工程必須令「署長」滿意。「承批人」事前獲「署長」書面同意後實施工程更改位於該地段或專為該地段提供服務、支撐或防護的現有海堤及其他海事結構與設施時，必須自費採取損壞防護措施和維修，直至此等更改工程已完竣並令「署長」滿意。

49. 海上及沿岸垃圾

第(94)條批地特別條款

(a) 不得在海上、前濱或海床棄置任何物料、泥土、垃圾、任何性質的污物、液體或固體污染物、未經處理污水或其他廢水或廢物；

(b) 「承批人」應自費採取「署長」滿意的適當措施，防止任何物料、泥土、垃圾、泥頭瓦礫、廢土泥石、污染物、污水或其他廢水或廢物排入大海或堆積於前濱或海床。

50.「棕色範圍」

第(99)條批地特別條款

(a) 「承批人」應：

(i) (I) 在2013年12月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」全權酌情批准的方式及物料，就「署長」批准的標準、樓層、定線和設計，在圖則I以棕色顯示的該地段以南「D9道路」範圍內鋪設、平整、提供及建造一條鋪築路面道路(包括提供及建造「署長」全權酌情

指定的下水道、高架道路、污水管、排水渠、行人路或其他構築物)供行人和車輛通行，以便往來該地段；及

(II) 在2014年6月30日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」全權酌情規定及批准的方式、裝置、結構及物料，就「署長」規定及批准的標準、樓層、定線、闊度和設計，在圖則I以棕色顯示的該地段以北「建議興建L861道路之高架道路」範圍內鋪設、平整、提供及建造一條高架道路(包括提供及建造橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路或其他構築物)供車輛行駛；

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

(ii) 自費以「署長」全面滿意的方式保養、管理、維修和修理「棕色範圍」以保持其維修充足及狀態良好，直至「棕色範圍」或其任何部份連同該處提供及安裝的所有結構和服務根據本批地特別條款(c)款交還「政府」為止。

(c) (ii) 「政府」保留權利在其視為恰當時收回本批地特別條款(a)(i)(I)款所載棕色範圍整體或其任何部份的管有權，以便建造擬建公共道路，而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將棕色範圍整體或其任何部份交還「政府」，惟「政府」毋須強制收回上述棕色範圍整體或其任何部份之管有權。

(d) 如非事前獲「署長」書面同意，「承批人」不可使用「棕色範圍」儲物或興建任何臨時構築物，又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

51.「黃色間黑斜線範圍」

<u>第(100)條批地特別條款</u>

(a) 「承批人」應：

(i) 在2018年12月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的方式在圖則I以黃色間黑斜線顯示之範圍(以下簡稱「**黃色間黑斜線範圍**」)進行園景美化工程；及

(ii) 自費保養、管理、維修和修理「黃色間黑斜線範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色間黑斜線範圍」或其任何部份連同在該處提供或安裝的所有構築物及服務的管有權根據本批地特別條款(c)款交還「政府」為止。

(c) (ii) 「政府」保留權利在其視為恰當時收回「黃色間黑斜線範圍」整體或其任何部份之管有權，以便建造擬建公共道路，而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將「黃色間黑斜線範圍」整體或其任何部份交還「政府」，惟「政府」毋須強制收回「黃色間黑斜線範圍」整體或其任何部份之管有權。

(d) 如非事前獲「署長」書面同意，「承批人」不可使用「黃色間黑斜線範圍」儲物或興建任何臨時構築物，又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

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

1. The Phase is situated on Site E of The Remaining Portion of Tseung Kwan O Town Lot No.70.

2. The Remaining Portion of Tseung Kwan O Town Lot No.70 is held from the Government under New Grant No.9689 dated 16th May 2002 as varied or modified by Modification Letters dated 19th April 2005, 13th April 2006, 19th March 2008, 11th May 2009, 11th September 2012, 1st August 2014 and 5th January 2015 and registered in the Land Registry by Memorial Nos.05042602320188, 06042800110014, 08032801320019, 09051501940319, 12091403070069 and 14081201890016 and 15010900340012 respectively ("**the Land Grant**") for a term of 50 years from 16th May 2002 and expiring on 15th May 2052.

3. **User**

   Special Condition No.(15)

   (a) Subject to these Conditions (as defined in General Condition No.13) and in particular subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than non-industrial (excluding hotel, petrol filling station and godown) purposes;

   (b) Site M (as defined in Special Condition No.(12)) or any part thereof or any building or part of any building erected or to be erected thereon shall not, except with the prior written approval of the Director and in conformity with Special Conditions Nos.(31)(a)(i) and (31)(a)(ii) hereof, be used for any purpose other than a Mass Transit Railway Depot and a Mass Transit Railway Station (as defined respectively in Special Conditions Nos.(31)(a)(i) and (31)(a)(ii); and

   (c) Without prejudice to the generality of sub-clause (a) of this Special Condition and Special Condition No.(17) hereof, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended in accordance with these Conditions, the Approved Landscaping Proposals (as defined in Special Condition No.(7)(d)) and the Approved Building Plans (as defined in Special Condition No.(13)(b)).

4. **Indemnity by Grantee**

   General Condition No.4

   By signing the Memorandum of Agreement for Lease, the Grantee (as defined in General Condition No.13) hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands ("the Director") (whose opinion shall be final and binding upon the Grantee), arisen out of any development or redevelopment affecting the lot or part thereof or out of any other works which the Grantee is required to undertake in compliance with these Conditions.

5. **Maintenance**

   General Condition No.7

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

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

      (ii) maintain all buildings erected or which may hereafter be erected in accordance with the plans approved by the Building Authority and these Conditions or any subsequent legal variation of them, in good and substantial repair and condition and in such repair and condition deliver up the buildings at the expiry of sooner determination of the term hereby agreed to be granted.

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

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

   General Condition No.9

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

7. **Landscaping**

   Special Condition No.(7)

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

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

   Special Condition No.(102)

   (b)(ii) Not less than 20% each of the respective areas of Site G and Site O shall be planted with trees, shrubs or other plants;

      (iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as "**the Greenery Area**") shall be provided at such location or level as may be determined by the Director of Planning at his sole discretion so that the Greenery Area of Site G or Site O shall be visible to pedestrians or accessible by any person or persons entering Site G or Site O;

      (v) The Director of Planning at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.

   (c) The Grantee shall at his own expense landscape Site G and Site O in accordance with their respective approved landscape master plans in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plans shall be made without the prior written consent of the Director.

   (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

   Special Condition No.(103)

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

8. **Yellow Area**

   Special Condition No.(7)

   (f) The Grantee shall:

      (i) on or before the 31st day of December, 2015 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form,

provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) the area shown coloured yellow on Plan I annexed to the Land Grant ("**the Yellow Area**"); and

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

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

(i) (I) The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes; and

(II) The Grantee shall not without the prior written consent of the Director of Civil Engineering carry out any alteration works to the seawall erected or constructed adjoining the Yellow Area.

9. **Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Pink Hatched Green and Pink Hatched Green Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area**

Special Condition No.(8)

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

(i) subject to Special Condition No.(89) hereof on or before the 30th day of June, 2014 or such other date or dates as may be determined by the Director:

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

(II) carry out and construct those future road junction improvement works and associated works within the areas shown coloured green on Plan I (hereinafter referred to as "**the Green Area**") in accordance with the Technical Schedules annexed hereto;

(ii) on or before the commencement of operation of the Permanent PTI (as hereinafter defined in Special Condition No.(17)(a)(i) hereof) or such other date as may be determined by the Director:

(I) lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, cycle tracks or such other structures as the Director in his sole discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of public road within the portion of the land shown coloured pink hatched green and pink hatched green stippled black on Plan I ("**the Pink Hatched Green and the Pink Hatched Green Stippled Black Area**"); and

(II) surface, kerb and channel the area shown coloured green hatched black stippled black on Plan I (hereinafter referred to as "**the Green Hatched Black Stippled Black Area**") and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve for the purpose of providing vehicular ingress to and egress from the Permanent PTI (as hereinafter defined in Special Condition No.(17)(a)(i) hereof);

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

(iv) on or before the 31st day of December, 2015 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, pavements, cycle tracks or such other structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green cross-hatched black on Plan I (hereinafter referred to as "**the Green Cross-hatched Black Area**");

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

(vi) subject to Special Condition No.(9)(b), maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Pink Hatched Green and the Pink Hatched Green Stippled Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area, the Green Stippled Black Area, the Green Hatched

Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Pink Hatched Green and the Pink Hatched Green Stippled Black Area shall have been re-delivered to the Government in accordance with Special Condition No.(9)(a) hereof.

Special Condition No.(9)

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

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

(i) maintain the Pink Hatched Green and the Pink Hatched Green Stippled Black Area notwithstanding delivery of possession of the Pink Hatched Green and the Pink Hatched Green Stippled Black Area to the Government as referred to in sub-clause (a) of this Special Condition together with all surfaces, structures, drainage system, street lights and plant constructed, installed and provided thereon and therein, including reinstatement, repair, relocation, alteration and improvement works on and in the Pink Hatched Green and the Pink Hatched Green Stippled Black Area necessary to be done, until such time as such maintenance responsibilities for the Pink Hatched Green and the Pink Hatched Green Stippled Black Area shall have been taken back by the Government on demand of the Director at his absolute discretion; and

(ii) prior to the time of delivery of the maintenance responsibilities referred to in sub-clause (b)(i) of this Special Condition, provide, construct or re-construct the Pink Hatched Green and the Pink Hatched Green Stippled Black Area in such manner with such materials and to such standards and design as the Director shall approve, and provide the same with such pavements, gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and plant as the Director may require.

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

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

Special Condition No.(10)

(a) The Grantee shall not without the prior written consent of the Director use the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure.

10. **Building Covenant**

Special Condition No.(14)

(a) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2018 or 78 calendar months from the Due Date (as defined in Special Condition No.(1)(b)) for Site O whichever is the later;

(b) Notwithstanding sub-clause (a) of this Special Condition and subject to Special Conditions Nos.(16)(a)(vi) and (16)(b) hereof:

(i) the building or buildings or part or parts thereof erected or to be erected in respect of Site AB shall be completed and made fit for occupation on or before the 31st day of December 2013 or 96 calendar months from the Due Date for Site AB or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site AB, whichever is the later;

(iii) the building or buildings or part or parts thereof erected or to be erected in respect of Site C shall be completed and made fit for occupation on or before the 30th day of June, 2012 or 78 calendar months from the Due Date for Site C or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site C, whichever is the later;

(iv) the building or buildings or part or parts thereof erected or to be erected in respect of Site D shall be completed and made fit for occupation on or before the 30th day of September, 2012 or 66 calendar months from the Due Date for Site D or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site D, whichever is the later;

(v) the building or buildings erected or to be erected in respect of Site E shall be completed and made fit for occupation on or before the 30th day of September 2014;

(vi) the building or buildings erected or to be erected in respect of Site F shall be completed and made fit for occupation on or before the 30th day of June 2011;

(vii) the building or buildings erected or to be erected in respect of Site G shall be completed and made fit for occupation

on or before the 30th day of June 2021;

(viii) the building or buildings or part or parts thereof erected or to be erected in respect of Site H shall be completed and made fit for occupation on or before the 31st day of March, 2017 or 60 calendar months from the Due Date for Site H or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site H, whichever is the later;

(ix) the building or buildings or part or parts thereof erected or to be erected in respect of Site I shall be completed and made fit for occupation on or before the 30th day of June, 2017 or 54 calendar months from the Due Date for Site I or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site I, whichever is the later;

(x) the building or buildings or part or parts thereof erected or to be erected in respect of Site J shall be completed and made fit for occupation on or before the 31st day of December, 2016 or 66 calendar months from the Due Date for Site J or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site J, whichever is the later;

(xi) the building or buildings or part or parts thereof erected or to be erected in respect of Site K shall be completed and made fit for occupation on or before the 31st day of December, 2017 or 54 calendar months from the Due Date for Site K or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site K, whichever is the later,

(xii) the building or buildings or part or parts thereof erected or to be erected in respect of Site L shall be completed and made fit for occupation on or before the 31st day of December, 2018 or 54 calendar months from the Due Date for Site L or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site L, whichever is the later;

(xiii) the building or buildings or part or parts thereof erected or to be erected in respect of Site N shall be completed and made fit for occupation on or before the 30th day of June, 2018 or 72 calendar months from the Due Date for Site N or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site N, whichever is the later; and

(xiv) the building or buildings erected or to be erected in respect of Site O shall be completed and made fit for occupation on or before the 31st day of March, 2021.

11. **Development Conditions**

Special Condition No.(16)

Subject to these Conditions upon development or re-development (which terms refer solely to the redevelopment contemplated in General Condition No.7) of the lot or any part thereof:

(a) The Grantee shall and shall only erect, construct, provide and maintain upon the lot:

(i) the Mass Transit Railway Complex referred to in Special Condition No.(31) hereof;

(ii) the Government Accommodation referred to in Special Condition No.(17) hereof;

(iii) an elevated building platform which shall form the structural roof of the Mass Transit Railway Depot (hereinafter referred to as "**the Depot Roof**") not exceeding a height of 18.5 metres above the Hong Kong Principal Datum or such other height or heights as may be approved by the Director in accordance with the dimensions, levels, location and position thereof shown on the Approved Building Plans. The design, specifications and construction (including the materials to be used) of the Depot Roof and all structures ancillary or appertaining or forming part thereof shall be subject to the approval in writing of the Director and the construction thereof shall not commence until the written approval of the Director is given;

(iv) the Kindergartens referred to in Special Condition No.(50) hereof;

(vi) (I) accommodation and facilities for residential purposes (hereinafter collectively referred to as "**the Residential Accommodation**") comprising not less than 20,000 flats and nor more than 21,500 flats with a total gross floor area of not less than 1,397,500 square metres and not more than 1,612,800 square metres; and

(II) accommodation and facilities for commercial purposes (hereinafter referred to as "**the Commercial Accommodation**") with a total gross floor area of not less than 30,000 square metres and not more than 50,000 square metres;

(b) (i) Notwithstanding sub-clause (a)(vi) of this Special Condition, the Grantee shall and shall only erect, construct, provide and maintain upon the lot:

(i) in respect of Site AB :

(I) the Residential Accommodation with a minimum of 2,474 flats and a maximum of 4,272 flats and with a total gross floor area of not less than 185,818 square metres and not more than 309,696 square metres;

(II) a total of 855 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(III) a total of 50 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(IV) a total of 91 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

(V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of one space for every ten residential flats or part thereof;

(VI) a total of 10 of those spaces stipulated in Special Condition No.(44)(b)(i) hereof; and

(VII) one kindergarten (of the requirements stipulated in Special Condition No.(50) hereof) of 8 classrooms with a total gross floor area of not more than 800 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 3 lay-bys for the picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;

(ii) in respect of Site C, accommodation and facilities with a total gross floor area of not less than 147,540 square metres made up or to be made up as follows:

(I) the Residential Accommodation with a minimum of 1,697 flats with a total gross floor area of not less than 118,560 square metres; and

(II) the Commercial Accommodation with a total gross floor area of not less than 28,980 square metres;

(iv) in respect of Site D, the Residential Accommodation with a minimum of 1,697 flats with a total gross floor area of not less than 118,560 square metres;

(v) in respect of Site E,

(I) the Residential Accommodation with a minimum of 1,533 flats and a maximum of 1,648 flats and with a total gross floor area of not less than 111,384 square metres and not more than 128,544 square metres;

(II) the part or parts of the Permanent PTI (as hereafter defined in Special Condition No.(17)(a)(i) hereof);

(III) a total of 330 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(IV) a total of 20 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(V) a total of 35 of those spaces stipulated in Special

Condition No.(44)(a)(iv) hereof;

(VI) a total of 132 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;

(VII) a total of 4 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and

(VIII) one kindergarten (of the requirements stipulated in Special Condition No.(50) hereof) of 9 classrooms with a total gross floor area of not more than 1,000 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 3.0 metres in width and 7.0 metres in length with a minimum headroom of 2.4 metres;

(vi) in respect of Site F,

(I) accommodation and facilities with a total gross floor area of not less than 136,540 square metres made up or to be made up as follows:

(A) the Residential Accommodation with a minimum of 1,950 flats and a maximum of 2,096 flats and with a total gross floor area of not more than 136,240 square metres;

(B) the Commercial Accommodation with a total gross floor area of not less than 300 square metres but not more than 500 square metres; and

(C) (i) one residential care home for the elderly (hereinafter referred to as "**the Residential Care Home for the Elderly**") with a total gross floor area of not more than 3,100 square metres which shall be taken into account in calculating the total gross floor area of the building or buildings erected or to be erected on the lot as referred to in Special Condition No.(16)(e) hereof;

(ii) one space for the parking of motor vehicle having a minimum measurement of 3 metres in width and 7.6 metres in length with a-minimum headroom of 2.8 metres to be located in close proximity to the Residential Care Home for the Elderly which space shall not be counted as any of the spaces referred to in Special Condition No.(44) hereof;

(iii) the Residential Care Home for the Elderly and the parking space as referred to in sub-clause(b)(i)(vi)(I)(C)(ii) of this Special Condition (hereinafter collectively referred to as "**the Residential Care Home for the Elderly Accommodation**") which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(14)(b)(vi) hereof;

(II) the Community Hall Accommodation (as hereinafter defined in Special Condition No.(17)(a)(v)(III) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(v)(III) hereof;

(III) the Integrated Children and Youth Services Centre (as hereinafter defined in Special Condition No.(17)(a)(vi) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(vi) hereof;

(IV) a total of 300 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(V) a total of 25 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(VI) a total of 16 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

(VII) a total of 65 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof; and

(VIII) a total of 5 of those bays stipulated in Special Condition No.(44)(b)(i) hereof;

(vii) in respect of Site G,

(I) the Residential Accommodation with a minimum of 1,228 flats with a total gross floor area of not less than 85,800 square metres and not more than 102,336 square metres;

(II) the part or parts of the Permanent PTI (as hereinafter defined in Special Condition No.(17)(a)(i) hereof);

(III) the Public Toilet (as hereinafter defined in Special Condition No.(17)(a)(ix) hereof);

(IV) a total of 263 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(V) a total of 15 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(VI) a total of 28 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

(VII) a total of 237 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;

(VIII) a total of 3 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and

(IX) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(vii)(IV) and (b)(i)(vii)(V) of this Special Condition (subject to a minimum of one space being reserved and designated);

(viii) in respect of Site H, accommodation and facilities made up or to be made up as follows:

(I) the Residential Accommodation with a minimum of 1,168 flats with a total gross floor area of not less than 81,640 square metres; and

(II) the Commercial Accommodation with a total gross floor area of not more than 1,200 square metres;

(ix) in respect of Site I, the Residential Accommodation with a minimum of 751 flats with a total gross floor area of not less than 52,520 square metres;

(x) in respect of Site J, the Residential Accommodation with a minimum of 1,250 flats with a total gross floor area of not less than 87,360 square metres;

(xi) in respect of Site K, the Residential Accommodation with a minimum of 848 flats with a total gross floor area of not less than 59,280 square metres;

(xii) in respect of Site L, the Residential Accommodation with a minimum of 819 flats with a total gross floor area of not less than 57,200 square metres;

(xiii) in respect of Site N, the Residential Accommodation with a minimum of 1,633 flats with a total gross floor area of not less than 114,140 square metres;

(xiv) in respect of Site O

(I) the Residential Accommodation with a minimum of 1,459 flats with a total gross floor area of not less than 101,920 square metres and not more than 122,302 square metres

(it is hereby agreed and acknowledged by the Grantee that there is no guarantee from the Government that the building or buildings erected or to be erected within Site O or any part thereof can attain the maximum gross floor area referred to in this sub-clause);

(II) spaces as stipulated in Special Condition No.(44)(a)(i) hereof at the rate of 1 space for every 5 residential flats or part thereof or a total of 316, whichever is the higher;

(III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;

(IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xiv)(II) and (b)(i)(xiv)(III) of this Special Condition;

(V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;

(VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and

(ii) Subject always to sub-clause (a)(vi) of this Special Condition and notwithstanding anything contained in sub-clause (b)(i)(i), and sub-clauses (b)(i)(iii) to (b)(i)(xiv) of this Special Condition, the Director may at any time and at his absolute discretion to approve reallocation of the Residential Accommodation and the Commercial Accommodation to be provided within Any of the Sites and to allow variations in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation of each of the Site stipulated in sub-clause (b)(i)(i), and sub-clauses (b)(i)(iii) to (b)(i)(xiv) respectively of this Special Condition and provided that the Grantee shall submit to the Director for his approval of the reallocation of the Residential Accommodation and the Commercial Accommodation and variation in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation in respect of Any of the Sites not less than 12 calendar months or such other period as the Director may agree prior to the earliest of the Due Date of Any of the Premium in respect of Any of the Sites for which the premium is being assessed. In exercising his right referred to herein, the Director may impose such terms and conditions, including charging of additional premium from the Grantee, as the Director may decide.

(e) Notwithstanding sub-clause (a)(vi) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 1,427,500 square metres and shall not be more than 1,652,800 square metres.

12. **Government Accommodation**

Special Condition No.(17)

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

(i) one public transport interchange on ground level comprising one bus terminus with eight bus bays, sixteen bus stacking bays, two public light bus bays, one taxi bay, one general loading and unloading bay and an area of not less than a net operational floor area of 100 square metres reserved for the ancillary facilities for the bus operator (hereinafter referred to as "**the Permanent PTI**") constructed or to be constructed adjacent to the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof), with access connecting with public roads, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) and in the event of any delay in the completion and operation of the Permanent PTI, the Grantee shall on a date to be determined by the Director at his own expense erect, construct, provide and maintain the Temporary PTI (as hereinafter defined in Special Condition No. (30) hereof) for use until such time as the Permanent PTI is completed and made fit for occupation and operation to the satisfaction of the Director;

(ii) one neighbourhood elderly centre (hereinafter referred to as "**the Neighbourhood Elderly Centre**") with a net operational floor area of not less than 303 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2013 or on the Completion Date in respect of Any of the Sites on which the Neighbourhood Elderly Centre is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Neighbourhood Elderly Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 1st day of July, 2006; or

(B) whichever is the later of the following:

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

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

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

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

(iii) one social centre for the elderly (hereinafter referred to as "**the Social Centre for the Elderly**") with a net operational floor area of not less than 183 square metres to be completed and made fit for occupation and operation on or before the 31st day of December, 2018 or on the Completion Date in respect of Any of the Sites on which the Social Centre for the Elderly is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Social Centre for the Elderly and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 1st day of June, 2012; or

(B) whichever is the later of the following:

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

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

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

Grantee.

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

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

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

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

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

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

(vii) one integrated family services centre (hereinafter referred to as "**the Integrated Family Services Centre**") with a net operational floor area of not less than 379 square metres to be completed and made fit for occupation and operation on or before the 30th day of June, 2012 or on the Completion Date in respect of Any of the Sites on which the Integrated Family Services Centre is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Integrated Family Services Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 1st day of July, 2006; or

(B) whichever is the later of the following:

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

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

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

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

(viii) one day nursery (hereinafter referred to as "**the Day Nursery**") with a net operational floor area of not less than 379 square metres to be completed and made fit for occupation and operation on or before the 31st day of March, 2017 or on the Completion Date in respect of Any of the Sites on which the Day Nursery is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Day Nursery and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 31st day of December, 2011; or

(B) whichever is the later of the following:

(1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Day Nursery is located have been fixed pursuant to Special Condition No.(3)(b) hereof., or

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

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

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

(ix) one public toilet (hereinafter referred to as "**the Public Toilet**") on the ground floor of the building or buildings erected or to be erected in close proximity to the Permanent PTI with a net operational floor area of not less than 140 square metres to be completed and made fit for occupation and operation on or before the commencement of operation of the Permanent PTI;

(x) a minimum of three school premises (or such other number as may be approved by the Director) comprising three primary schools and two secondary schools or such other lesser number as may be determined by the Director at his absolute discretion at such levels and positions as may be required by the Director to be completed and made fit for occupation

and operation on or before the 31st day of December, 2015 or such other date or dates as determined by the Director at his absolute discretion. Each of the primary school shall have a minimum site area of 6,200 square metres (hereinafter collectively referred to as "**the Primary Schools**") and each of the secondary school shall have a minimum site area of 6,950 square metres (hereinafter collectively referred to as "**the Secondary Schools**") PROVIDED THAT any of the Primary Schools and any of the Secondary Schools may have a smaller site area subject to the prior written approval of the Secretary for Education and the Director of Architectural Services. The Primary Schools and the Secondary Schools shall each be of a standard school design prevailing from time to time as may be determined by the Director at his absolute discretion and shall be provided and constructed by the Grantee to the standard and specification as set out in the Technical Schedules or to such design and specification as are applicable to a standard school design prevailing from time to time as shall be approved in writing by the Secretary for Education and the Director of Architectural Services and in compliance with such terms and conditions as the Secretary for Education and the Director of Architectural Services may approve in writing so as to accord with the Education Ordinance and these Conditions and also in accordance with the Approved Building Plans and the plans approved under Special Condition No.(l8)(a) hereof PROVIDED ALSO THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Primary Schools and the Secondary Schools or any of them and if the construction or provision of a lesser number of Primary Schools and Secondary Schools is decided by the Director, the Grantee shall not be required to fulfil this obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before 31st day of December 2013. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Primary Schools and the Secondary Schools or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause; and

(xi) one soccer pitch with ancillary facilities in accordance with the standard and specifications as may be approved by the Director at his absolute discretion (hereinafter referred to as "**the Soccer Pitch**"), with a minimum site area of 2,241 square metres or such other site area as may be approved by the Director to be completed and made fit for occupation and operation on or before the 31st day of December 2015 or such other later date as may be approved by the Director at his absolute discretion PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Soccer Pitch and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before 31st day of December 2013. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Soccer Pitch or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause.

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

13. **Maintenance of Government Accommodation**

Special Condition No.(23)

(a) Without prejudice to the provisions of Special Condition No.(27) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(27)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor; and

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

14. **Defects liability in respect of Government Accommodation**

Special Condition No.(27)

(b) Whenever required by the Director and/or F.S.I. (as defined in Special Condition No.(25)(a)), the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee;

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

15. **Maintenance of Items of Government Accommodation**

Special Condition No.(28)

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

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

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

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

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

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

(b) Notwithstanding sub-clauses (a)(i) and (a)(iv) of this Special Condition, the Government shall be responsible for the maintenance of the Primary Schools, the Secondary Schools and the Soccer Pitch save and except the building services which are not exclusively serving the Primary Schools, the Secondary Schools or the Soccer Pitch, and save and except also

the foundation and/or the structural slabs of those parts of the Primary Schools, the Secondary Schools and the Soccer Pitch which are erected or are to be erected on or above the Depot Roof (hereinafter referred to as "**Schools on the Depot Roof**") which are structural elements common to the Schools on the Depot Roof and the Depot, which said building services, foundation and structural slabs are to be maintained by the Grantee at the Grantee's own costs and expenses subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof.

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

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

16. **Temporary Public Transport Interchange**

Special Condition No.(30)

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

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

(c) (i) The Temporary PTI shall be handed over by the Grantee to the Director on the date of a letter from the Director indicating that the Temporary PTI has been completed to his satisfaction and the Government shall have the operation right of the Temporary PTI. Notwithstanding the Temporary PTI has been handed over to the Director, the Grantee shall at all times during the period of operation of the Temporary PTI, at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Temporary PTI (including general cleaning of the footpaths, platforms, carriageways and other facilities) to the satisfaction of the Director and the Grantee shall bear all costs incurred in connection with the operation of the Temporary PTI, including but not limited to payment of the electricity consumption for the closed-circuit television system, lighting, ventilation and street furniture;

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

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

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

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

17. **Mass Transit Railway Complex**

Special Condition No.(31)

(a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) the Mass Transit Railway facilities and accommodation (hereinafter collectively referred to as "**the Mass Transit Railway Complex**") within Site M including but not limited to:

(i) a maintenance depot and railway workshops together with such ancillary railway structures, facilities, roads and such number of carparks for the parking, loading and unloading of vehicles as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation within Site M1 (Mass Transit Railway Depot) (which depot, ancillary structures, facilities, roads and carparks are hereinafter collectively referred to as "**the Mass Transit Railway Depot**") to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);

(ii) a railway station and platforms together with such ancillary railway structures and facilities as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation within Site M2 (Mass Transit Railway Station) (which station, ancillary structures and facilities together with a police facility room are hereinafter collectively referred to as "**the Mass Transit Railway Station**") to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);

(c) The Mass Transit Railway Complex shall not be used for any purpose other than for the purposes of a depot and a station for the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation, together with other Mass Transit Railway operational and ancillary uses and such other uses as may be approved in writing by the Director at his sole discretion PROVIDED THAT in giving approval to such other uses, the Director may impose such terms and conditions, including charging of additional premium or other fees, as he considers appropriate; and

(d) For the purpose of this special Condition, the expression "Grantee" shall mean the person entering into and executing this Agreement.

18. **Storage**

Special Condition No.(37)

In the event of any part of the lot being used for storage (which storage for the purposes of this Special Condition shall mean storage of building materials which are necessary for development and re-development of the lot), the method of storage of goods and the nature and the volume or quantity of the goods stored in the vicinity of the Mass Transit Railway Complex shall be subject to the approval of the Director and the Director of Fire Services.

19. **Mass Transit Railway protection**

Special Condition No.(38)

(a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Mass Transit Railway Complex or any structures or installations or tunnels in relation to the Mass Transit Railway Complex (hereinafter collectively referred to as "**the Mass Transit Railway Structures and Installations**") in or passing through or in the vicinity of the lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway Complex; and

(b) Throughout the term hereby agreed to be granted the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.

20. **Access to the Mass Transit Railway Complex by the Government**

Special Condition No.(39)

(a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorised by it or them, the right of free ingress, egress and regress to, from and through the lot and any structure or structures erected or to be erected thereon at all reasonable times (upon giving prior notice except in the case of emergency) with or without tools, motor vehicles or equipment for the purposes of inspection in connection with the Mass Transit Railway Complex and the Mass Transit Railway Structures and Installations or any part thereof; and

(b) The Government, its officers, servants and agents and any other persons authorised by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

21. **Access to the Mass Transit Railway Station by the public**

Special Condition No.(40)

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

22. **Parking requirements for Residential and Commercial Accommodation**

Special Condition No.(44)(a)

Subject to Special Condition No.(45) hereof, the following spaces shall be provided within the lot to the satisfaction of the Director:

(i) a total of not less than 2,857 spaces and not more than 4,300 spaces. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided shall not be used for any purpose other than for the purposes of parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the owners or occupiers of the Residential Accommodation;

(ii) a total of 250 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the owners or occupiers of the Residential Accommodation. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No.(58)(a)(vi) hereof;

(iii) a total of 333 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance to be used by occupiers and bona-fide visitors or invitees of the occupiers of the Commercial Accommodation. Each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

(iv) spaces for the parking of motor cycles to be used by owners, occupiers, visitors or invitees of the owners or occupiers of the Residential Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location;

(v) spaces for the parking of motor cycles to be used by occupiers and their bona fide visitors or invitees of the occupiers of the Commercial Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clause (a)(iii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location; and

The spaces so provided shall not be used for any purpose other than for the respective purposes specified in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(vi) spaces for the parking of pedal-cycles to be used by owners, occupiers, visitors, or invitees of the owners or occupiers of the Residential Accommodation at the rate of one space for every ten residential flats or part thereof in the building or buildings erected or to be erected on the lot or such other number of spaces as may be determined by the Director (whose determination shall be final and binding on the Grantee).

(vii) In respect of Site G:

(I) Out of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be varied under sub-clause (d) of this Special Condition), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "**the Parking Spaces for the Disabled Persons**") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(ii) of this Special Condition and that the Grantee shall not reserve and designate all of the spaces provided under sub-clause (a)(ii) of this Special Condition to become the Parking Spaces for the Disabled Persons.

(II) The Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

(III) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on Site G and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(IV) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

23. **Loading and Unloading requirements**

Special Condition No.(44)(b)

Subject to Special Condition No. (45) hereof, spaces shall be provided within the lot to the satisfaction of the Director for the parking, loading and unloading of goods and service vehicles at:

(i) a total of 50 bays for loading and unloading to be used by owners or residents of the Residential Accommodation and the Residential Care Home for the Elderly Accommodation; and

(ii) the rate of one space for every 1,000 square metres of the gross floor area of the Commercial Accommodation to be used by occupiers of the Commercial Accommodation and the Residential Care Home for the Elderly Accommodation;

Each of the spaces so provided shall have a minimum measurement of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. The spaces so provided shall not be used for any purpose other than for the loading and unloading of respective vehicles in connection with the Residential Accommodation, the Commercial Accommodation, and the Residential Care Home for the Elderly Accommodation. The spaces so provided under sub-clauses (b)(i) and (b)(ii) of this Special Condition shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No. (58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No. (58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No. (58)(a)(vi) hereof.

24. **Refuse Collection**

Special Condition No.(47)

(a) The Grantee shall at his own expense provide, maintain and in all respects to the satisfaction of the Director of Food and Environmental Hygiene a comprehensive system of refuse collection for each floor of the building or buildings erected or to be erected on the lot together with such spaces for parking, loading and unloading of refuse collection vehicles as may be approved or required by and in all respects to the satisfaction of the Director of Food and Environmental Hygiene;

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain with such materials, and to such standards and design and in such location within the lot not less than three refuse collection points each including not less than one parking space for refuse collection vehicle together with such ancillary facilities as the Director of Food and Environmental Hygiene shall approve (hereinafter referred to as the "**Refuse Collection Points**") in accordance with the Approved Building Plans on such date or dates as may be determined by the Director. Such Refuse Collection Points shall not be taken into account for the purpose of calculating the total gross floor stipulated in Special Condition No.(16)(e) hereof. Each Refuse Collection Point shall occupy an area of not less than 5.60 metres in width and 6.50 metres in length or such dimensions as shall be approved by the Director;

(c) Upon completion of the works referred to in sub-clauses (a) and (b) of this Special Condition to the satisfaction of the Director of Food and Environmental Hygiene, the Refuse Collection Points shall be maintained by the Grantee at his own expense and to the satisfaction of the Director of Food and Environmental Hygiene;

25. **Construction of run-in and run-out**

Special Condition No.(49)(c)

(i) The Grantee shall not exercise the right of ingress and egress in sub-clauses (a) and (b) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress on existing public roads/footpaths outside the lot have been designed and constructed to the satisfaction of the Director. Upon completion of development or redevelopment referred to in sub-clause (b) of this Special Condition or when required by the Director so to do, such run-in and run-out constructed for temporary access shall be removed and the road/footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road/footpath area or areas were prior to construction of run-in and run-out unless otherwise agreed by the Director. The said works of design, construction, removal and reinstatement shall be undertaken by the Grantee at his own expense to the satisfaction of the Director; and

(ii) Notwithstanding sub-clause (c)(i) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, design, construct, remove and reinstate the run-in and run-out referred to in the said sub-clause (c)(i).

26. **Right-of-ways to Sub-station and Salt Water Pumping Station**

Special Condition Nos.(49)(d) & (f)

(d) Throughout the term hereby agreed to be granted:

(i) The Grantee shall, free of cost permit the owners of Tseung Kwan O Town Lot No.80 (which lot is used for the purpose of an electricity sub-station) (hereinafter referred to as "**the Sub-station**"), their servants, visitors, workmen and other persons authorized by them on their behalf with or without tools, equipment and motor vehicles from time to time and at all times during the term hereby agreed to be granted for all lawful purposes connected with the proper use of the Sub-station a right-of-way to pass and repass on, along, over, by and through the areas shown coloured pink hatched red, pink hatched red stippled black and pink hatched red hatched black on Plan I or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion so as to give access to and egress from the Sub-station after completion of the construction of the Sub-station;

(ii) Subject to sub-clause (d)(i) of this Special Condition, the Grantee shall, during the construction of the Sub-station in Tseung Kwan O Town Lot No.80, provide temporary free access to and from the lot and the Sub-station to the owners of Tseung Kwan O Town Lot No.80 and their contractors, workmen and other persons authorized by them on that behalf with or without tools, equipment, machinery or motor vehicles for the purpose of construction of the Sub-station;

(iii) The Director, his officers and contractors, his or their workmen, with or without tools, equipment, machinery or motor vehicles shall have the right of free ingress, egress and regress to and from the area shown coloured pink hatched red, pink hatched red stippled black and the Pink Hatched Green and the Pink Hatched Green Stippled Black Area on Plan I and the Green Cross-hatched Black Area and the adjacent lot shown and marked "GLA-SK477" on Plan I (which lot is used for the purpose of a salt water pumping station) (hereinafter referred to as "the Salt Water Pumping Station") or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion for the purpose of inspecting, maintaining, repairing and renewing the Salt Water Pumping Station; and

(f) The Grantee shall at his own expense uphold, maintain and repair the said rights-of-ways and everything forming a portion thereof, all to be done to the satisfaction of the Director;

27. **Kindergartens**

Special Condition No.(50)

The Grantee (excluding F.S.I.), shall at his own expense erect, construct, provide, maintain and operate on the lot three kindergartens (hereinafter referred to as "**the Kindergartens**") at such locations and to such design and standard as shall be approved in writing by the Secretary for Education on or before the 30th day of June, 2012, the 30th day of June, 2014 and the 31st day of December, 2018 respectively for each of the Kindergartens or such other date or dates as may be approved by the Director at his absolute discretion. The Kindergartens shall have a total number of not less than 26 classrooms together with ancillary facilities. The Kindergartens and the ancillary facilities so provided shall not be taken into account for the calculation of the total gross floor area stipulated in Special Condition No.(16)(e) hereof provided that they do not comprise more than 26 classrooms.

28. **Private Recreational Facilities, Public Open Space and Local Open Space**

Special Condition No.(52)

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

(i) such private recreational facilities and ancillary facilities within the lot (hereinafter referred to as "**the Private Recreational Facilities**") of such type, size, design, height and any disposition as may be approved in writing by the Director for the use only by the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide visitors. The Private Recreational Facilities shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof (in respect of Site G and Site O only, subject to Special Condition No.(97)(d) hereof). Any area which is exempted from the gross floor area calculation under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such area as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said area except in accordance with Special Condition No.(58)(a)(vi) hereof;

(ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as "**the Public Open Space**") provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use on or before the 31st day of December, 2016 or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director's decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee; and

(iii) such number of local open spaces within the lot with a total area of not less than 7.07 hectares as may be required by the Director (hereinafter referred to as "**the Local Open Space**") and including the planting of such shrubs and trees to such level, standard and design as may be approved by the Director to be completed and made fit for use on or before the respective date or dates referred to in Special Condition No.(14)(b) hereof as may be appropriate for Any of the Sites and the remaining part of the lot on which the Local Open Space is provided or to be provided. The Local Open Space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents and occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

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

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

29. **Future Footbridges Associated Structures**

Special Condition No.(53)

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

(ii) Throughout the term hereby agreed to be granted, there is reserved to the Director, his officers, contractors, agents, employees and workers and the owner or owners of adjacent or neighbouring lot or lots, his or their officers, contractors, agents, employees, workers and any other person or persons authorised by him or them with or without motor vehicles, equipment, plant, machinery, free of all costs and charges 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 or to be erected thereon:

(I) to carry out work, to connect at the Locations the Future Footbridges to the Future Footbridge Associated Structures (which connection work, are hereinafter referred to as "**the Connections**") and to thereafter enjoy an easement of support of the Connections and the Future Footbridges; and

(II) to repair and maintain the Connections and the Future Footbridges.

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

(vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along,

to and from, through, up and down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

30. **Pedestrian link and pedestrian walkway**

Special Condition No.(53)

(b) (i) The Grantee (excluding his assigns) shall within such time limit as shall be required by the Director at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b)(ii) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve;

(ii) The segregated pedestrian ways or paths referred to in sub-clause (b)(i) of this Special Condition shall follow the shortest possible routes and shall be covered, illuminated, provided with litter bins and constructed and designed so as to:

(I) link up each and every building to be erected within Any of the Sites (other than Site M) at such locations and levels of the building as the Director shall approve;

(II) link up each of the Sites (other than Site M1 (Mass Transit Railway Depot)) within the lot at such locations and levels as the Director shall approve; and

(III) link up all major facilities within the lot including the Commercial Accommodation and Any of the Sites containing open space and community facilities provided thereon.

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

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

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

31. **Covered Footbridge**

Special Condition No.(54)

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

(b) (i) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director;

(ii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises; and

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

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

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

32. **Internal Transport System and Lighting System**

Special Condition No.(60)

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

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

(c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to

the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;

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

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

(g) (i) The Grantee shall at his own expense in such manner and positions, with such materials and to such standards, designs and levels having regard to the required minimum clearance of 5.1 metres for vehicular traffic calculated from the lower limit of the Lighting System (as defined in this sub-clause) to the top level of the public road within the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and within such time as shall be imposed by the Director and in all respects to the satisfaction of the Director, install and provide such day-time lighting as may be required and enhancement night-time lighting (hereinafter referred to as "**the Lighting System**") and thereafter operate and maintain the Lighting System to the satisfaction of the Director;

33. **Hawkers**

Special Condition No.(61)

The Grantee shall not permit or suffer any hawker to carry on business within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area (while he is still in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area shall be displayed prominently by the Grantee near all entrances to the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area. For the purposes of this Special Condition, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132) PROVIDED THAT for the purposes of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area other than any part thereof permitted to be used for retail purposes in accordance with these Conditions".

34. **Advertisement**

Special Condition No.(62)

The Grantee (excluding F.S.I. only) shall not exhibit or permit or suffer to be exhibited on the lot or any part thereof or on any building or buildings erected or to be erected on the lot or on any part thereof externally any placard, poster, sign or advertisement whatsoever except such sign or advertisement as may be approved by the Director.

35. **Bonfire**

Special Condition No.(64)

The Grantee shall not light any bonfire within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area and the Yellow Area or any part thereof for burning of debris or any materials.

36. **Harbour Area Treatment Scheme Tunnel**

Special Condition No.(65)

(a) There is a sewage tunnel constructed below the area shown and marked "Harbour Area Treatment Scheme Tunnel Protection Area" on Plan I and the Government shall have the right to keep, maintain and use the sewage tunnel throughout the term hereby agreed to be granted. No work for any building or engineering foundation, including ground investigation, is to take place within the said Harbour Area Treatment Scheme Tunnel Protection Area unless approval has first been obtained from the Director of Drainage Services. Three sets of plan shall be submitted to the Mainland South Division of Drainage Services Department for approval. The Grantee shall comply with the conditions that may be stipulated by the Director of Drainage Services for the protection of sewage tunnel. Guidance on the measures and requirements likely to be imposed to protect the sewage tunnel is given in the Appendix to the "Practice Note for the Authorised Persons and Registered Structural Engineers No.165" issued by the Buildings Department and the Grantee shall comply with all conditions required by the Director of Drainage Services for the protection of the sewage tunnels;

(b) Except with the prior written consent of the Director of Drainage Services, no structure, piling, blasting, dredging, anchoring or the like shall be exercised within the area shown and marked "ON-SHORE OUTFALL PROTECTION ZONE" on Plan I;

37. **Drainage Reserve**

Special Condition No.(65)

(c) The Grantee shall not interfere with or build over the area shown coloured pink hatched black, pink hatched black stippled black and pink hatched black hatched red and shown and marked "D.R." (hereinafter referred to as "**Drainage Reserve**") on Plan I without the prior approval in writing of the Director. Any structure so permitted to encroach on or to be constructed over or near the Drainage Reserve shall be so designed and constructed as not to overload, impair or damage the culvert structures within the Drainage Reserve and so as to allow adequate space for access to be gained to the culvert structures for the purposes of maintenance, repair or replacement thereof. The Director may impose whatever requirements he in his sole discretion considers necessary in regard to the design of the aforesaid structures;

38. **Indoor Recreation Centre[1]**

Special Condition No.(66)

(a) The Grantee shall at his own expense within 96 calendar months from the date of this Agreement or such other extended period as may be determined by the Director at his absolute discretion and in accordance with such standards, levels and location as the Director shall first approve in writing form a site within the lot having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre. When the Grantee has completed such formation works to the satisfaction of the Director and when called upon to do so by the Director, the Grantee shall at his own expense surrender the said site to the Government free of costs and consideration within such time as shall be specified by the Director free from compensation, with vacant possession and free from encumbrances provided always that the Government shall be under no obligation to accept surrender of the said site or any part thereof at the request of the Grantee, but may do so as and when it sees fit.

The Government shall have the right to construct on the said site an indoor recreation centre (hereinafter referred to as "**the Indoor Recreation Centre**") and to use the Indoor Recreation Centre or the site for any purpose as it sees fit. The Indoor Recreation Centre erected or to be erected on the said site shall not be taken into account for the calculation of the total gross floor area as stipulated in Special Condition No.(16)(e) hereof;

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

(c) Upon the surrender of the said site in accordance with sub-clause (a) of this Special Condition, there are excepted and reserved to the Government and its assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like rights) throughout the term hereby agreed to be granted free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from the said site or any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Remaining Portion of the lot or any buildings, structures and erections thereon or any part or parts thereof for all purposes connected with the proper use and enjoyment of the Indoor Recreation Centre.

39. **Cutting away**

Special Condition No.(68)

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

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence; and

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

40. **Anchor maintenance**

Special Condition No.(70)

Where prestressed ground anchors have been installed, upon development or re-development of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

41. **Spoil or debris**

Special Condition No.(71)

(a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties or from the vessels used in the transportation of the aggregates to be used in the temporary concrete production or asphalt production as referred to in Special Condition No.(92)(b) hereof, the Grantee shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down;

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a);

42. **Utility Services**

Special Condition No.(72)

(a) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations either completed or under construction (all together hereinafter referred

to as "**the Works and Services**") being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area or the Yellow Area, PROVIDED THAT the Grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement and except as provided in Special Condition No.(76) hereof shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area or the Yellow Area or any of the Works and Services running on, over, under or adjacent to the lot or any part thereof in any manner or arising out of any such construction, maintenance, renewal or repair work. If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area or the Yellow Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works;

(b) Without prejudice to the sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand the cost of diverting the affected 1,200mm diameter salt water main and 80mm diameter fresh water main, which are likely to be exceeding $100,000; and

(c) The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be approved by the Director a development utility spine (hereinafter referred to as "**the Utility Spine**"). The Utility Spine shall be located at the Depot Roof or station roof or both or at such other height or heights as may be approved by the Director. The Utility Spine shall only be used for the purpose of accommodating communal services for Any of the Sites within the lot, and such communal services shall include but not be limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Spine shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (I6)(e) hereof.

43. **Construction of sewers, drains and channels**

Special Condition No.(75)

The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such sewers, drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest sewers, stream-course, catchpit, channel or storm-water drain all storm water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such sewage, storm-water or rain-water.

44. **Connecting drains and sewers**

Special Condition No.(77)

The works of connecting any drains and sewers from the lot to the Government storm water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works.

45. **Provision of fire service installations and equipment**

Special Condition No.(83)

The Grantee shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Grantee shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

46. **Ground settlement**

Special Condition No.(85)

(a) The Grantee hereby acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result of consolidation of underlying and filling materials or otherwise;

(d) The Grantee for and on behalf of itself, its successors and assigns hereby expressly waives any and all claims it might have against the Government as a result of or arising out of the reclamation works, and on its behalf and on behalf of its successors and assigns hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or change in level of the lot, and hereby on its behalf and on behalf of its successors and assigns, covenants that it will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or change in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in level was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of this Special Condition;

47. **Protection of waterworks structures**

Special Condition No.(86)

(b) No structures shall be built, no materials and no containers shall be stored and no trees or shrubs shall be planted within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I without the prior written approval of the Director;

(c) No planting or obstruction of any kind except turfing shall be permitted within an area of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet;

(d) No change of existing site condition may be undertaken within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I and the area as stipulated in sub-clause (c) of this Special Condition without the prior approval of the

Director of Water Supplies. Rigid root barriers may be required if the clear distance between any proposed tree and any pipe is 2.5 metres or less, and the barrier must extend below the invert level of any pipe;

(e) Tree planting may be prohibited in the event that the Director of Water Supplies considers that there is any likelihood of damage being caused to water mains;

(g) No blasting shall be permitted within the lot without the prior written consent of the Director of Water Supplies. If blasting is to be undertaken in the lot, the maximum explosive charge weight per delay period for a blast at a given distance from any waterworks installation or structure within or near to the lot will be imposed on the blasting permit by the Commissioner of Mines; and

(h) No excavation works adjacent, below or above waterworks structures other than tunnels within the lot shall be permitted without the prior written consent of the Director of Water Supplies.

48. **Seawall**

Special Condition No.(93)

(a) The Grantee shall not carry out or permit to be carried out any works within the lot which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) adversely affects or is likely to adversely affects the existing seawall and any other marine structures and facilities in the vicinity of the lot. All works within the lot shall be designed and carried out so as to cater for the effect of any future reclamation of the foreshore near the lot and not to adversely affect the existing seawall and other marine structures and facilities in the vicinity of the lot and the Grantee shall have no right to any compensation under the Foreshore and Sea-bed (Reclamations) Ordinance in respect of any such reclamation;

(d) No alteration works to the existing seawall and any other marine structures and facilities in the vicinity of the lot shall be carried out without the prior written consent of the Director. Any approved alteration works shall be carried out to the satisfaction of the Director. Any alteration works done by the Grantee with the prior written consent of the Director to the existing seawall and other marine structures and facilities within or formed for provision of services to or formed for the support or protection of the lot shall be protected against damage and maintained by the Grantee at his own costs until the alteration works are completed to the satisfaction of the Director.

49. **Marine and littoral refuse**

Special Condition No.(94)

(a) No material, earth, refuse, debris, spoil of whatever nature, pollutants whether liquid or solid, untreated sewage or other effluent or waste matter of any kind shall be deposited in the sea or upon the foreshore or sea bed;

(b) The Grantee shall at his own expense take appropriate measures to the satisfaction of the Director to prevent any material, earth, refuse, debris, spoil, pollutants, sewage or other effluent or waste matter from either entering the sea or becoming deposited on the foreshore or sea bed;

50. **Brown Area**

Special Condition No.(99)

(a) The Grantee shall :-

(i) (I) on or before the 31st day of December, 2013 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) a paved way within the area shown coloured brown to the south of the lot at Road D9 on Plan I so that pedestrian and vehicular traffic can be carried thereon for the purpose of ingress to or egress from the lot; and

(II) on or before the 30th day of June, 2014 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the area shown coloured brown to the north of the lot and marked "Elevated Road on Proposed Road L861" on Plan I in such manner, with such installations, structures and materials, to such standards, levels, alignment, width and design as the Director in his discretion may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavement or such other structures) so that vehicular traffic may be carried thereon

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

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

(c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the brown area referred to in sub-clause (a)(i)(I) of this Special Condition for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or parts of the said brown area shall be re-delivered to the Government by the Grantee free of cost on demand of the Director provided always that the Government shall not be compelled to take back possession of the said brown area or any part or parts thereof.

(d) The Grantee shall not without the prior written consent of the Director use the Brown 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 sub-clause (a) of this Special Condition.

51. **Yellow Hatched Black Area**

Special Condition No.(100)

(a) The Grantee shall :-

(i) on or before the 31st day of December, 2018 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director landscape the area shown coloured yellow hatched black on Plan I (hereinafter referred to as "**the Yellow Hatched Black Area**"); and

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

(c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the Yellow Hatched Black Area for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or parts of the Yellow Hatched Black Area shall be re-delivered to the Government by the Grantee free of cost on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Hatched Black Area or any part or parts thereof.

(d) The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black 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 sub-clause (a) of this Special Condition.

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