

A. 「批地文件」訂明須興建並提供予政府或供公眾使用的設施

1. 「黃色範圍」

「批地文件」第(7)條批地特別條款訂明，「承批人」應以地政總署署長(「署長」)批准的方式及物料、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」)進行園景美化、鋪設、平整、提供、建造、鋪築表面及排流。

「批地文件」之相關條款：

第(7)(d)條批地特別條款

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」及「詳細規劃建議書」（兩者釋義以第7(a)條「批地文件」條款中所訂為準）自費在該地段及「黃色範圍」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。

第(7)(e)條批地特別條款

「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(7)(f)(i)條批地特別條款

「承批人」應在2015年12月31日或之前或按「署長」批准的其他日期，自費以按照「署長」批准的方式、物料及標準、樓層、定線和設計，在「黃色範圍」鋪設、平整、提供、建造、鋪築表面及排流(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。

第(52)(a)(ii)條批地特別條款

「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，以保持其充足維修及良好狀態。

現已或將會在該地段內及「黃色範圍」按照「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。

「公契」之相關條款：

2009年6月16日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」)B節之「外圍地方」釋義：

「**外圍地方**」指「該土地」承批人(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外), 包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改批地文件條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」;

「主公契」E節第1(b)條：

為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。(見圖一)

2. 「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」

根據「批地文件」第(8)條批地特別條款，「承批人」應：

一 在「綠色範圍」進行及建造日後道路交界處之改善工程和相關工程；

- 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、提供及建造綠色加黑點範圍顯示之擬建公共道路部份；

— 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「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」及「綠色間黑十字線範圍」內的公共道路部份；

— 在「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、街道傢俬及道路標記，以及相關的工程和交通改道設施；及

— 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、交通燈、街道傢俬及道路標記。

「批地文件」之相關條款：

第(8)(a)(i)條批地特別條款：

茲「政府」現獲例外保留高於「香港主水平基準」11米及以下或由「署長」另行釐定其他水平(「署長」之決定將作終論並對「承批人」約束)的土地部份，即「圖則I」以粉紅色間綠斜線及粉紅色間綠斜線加黑點顯示的範圍(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**」)，以便「承批人」按照本文第(8)(b)(ii)及(9)(b)(ii)條批地特別條款規定，自費於該處興建公共道路。

第(8)(b)條批地特別條款：

「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日或之前或按「署長」指定的其他日期：

(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)開始營運當日或之前或按「署長」所指定其他日期：

(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、提供和建造以粉紅色間綠斜線及粉紅色間綠斜線加黑點顯示之公共道路部份(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

<p>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、街道傢俬及道路標記，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)；</p>	<p>及(8)(b)(iv)條批地特別條款規定須進行之工程完成後，以及「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」屬於公共道路一部份後，「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函件載明的一個或多個日期交還「政府」。「承批人」佔管「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」；</p>	<p>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。</p>
<p>(iii) 於2012年6月30日或之前或按「署長」所指定其他日期，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。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，「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「承批人」必須履行本項責任所招致的費用或開支；</p> <p>(iv) 於2015年12月31日或之前或按「署長」所指定其他日期，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)；</p> <p>(v) 於批地特別條款(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、交通燈、街道傢俬及道路標記。</p> <p><u>第(9)條批地特別條款：</u></p> <p>(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」的佔管權。「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)</p>	<p>(b)「承批人」應自費以「署長」全面滿意的方式：</p> <p>(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、街道傢俬、道路標記及機器。</p> <p>(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」或其任何部份之佔管權當日後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、設計或其他)，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；</p> <p>(ii) 「承批人」應自費在「署長」向其發出函件的指定期限內執行所有修理、修改、再建造及糾正工程，以處理</p>	<p><u>「公契」之相關條款：</u></p> <p><u>「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：</u></p> <p>「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；</p> <p>「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」；經核准園景美化總綱圖則所示的地標式建築物；任何管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；</p> <p><u>「主公契」E節第1(b)條：</u></p> <p>為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。</p>

在切實可行範圍內盡量顯示「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」、「粉紅色間綠斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」位置之圖則已載於本節末頁。(見圖一)

3. 「政府樓宇」

「批地文件」第(17)(a)條批地特別條款訂明，「承批人」應以良好工藝在該地段興建、建造及提供「政府樓宇」，其中包括一個公共運輸交匯處、一間長者鄰舍中心、一間長者活動中心、一間社區會堂連同5個停車位及一個巴士停車候車處、一間綜合青少年服務中心、一間綜合家庭服務中心、一間日間托兒所、一所公共廁所、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」全權酌情釐定其他較少數目的學校)組成)和一個足球場。

「批地文件」之相關條款：

第(17)(a)條批地特別條款

「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」、批地文件所夾附的《工程規格附表》(以下簡稱「工程規格附表」)及根據批地文件第(18)(a)條批地特別條款批核之圖則，在該地段興建、建造和提供以下樓宇。此等擬建於「任何地盤」的地方應在其坐落「任何地盤」或部份「任何地盤」獲建築事務監督發出「佔用許可證」或「臨時佔用許可證」(不包括批地文件第(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」)或之前或按「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：

- (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」(釋義以批地文件第(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」(釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準)開始營運當日或之前或「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。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」(釋義以批地文件第(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) 一所具有淨作業樓面面積不少於303平方米的長者鄰舍中心(以下簡稱「長者鄰舍中心」)。「長者鄰舍中心」應在2013年9月30日或以前或其在「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)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此責任。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」其已遵照批地文件第(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」根據批地文件第(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) 一所具有淨作業樓面面積不少於183平方米的長者活動中心(以下簡稱「長者社交中心」)。「長者社交中心」應在2018年12月31日或之前或其在「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)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「長者社交中心」。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此責任。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」其已遵照批地文件第(3)(b)條批地特別條款劃定「長者社交中心」所在「地盤」的邊界當日後三(3)個曆月內；或

- (2) 「署長」根據批地文件第(3)(b)條批地特別條款批准更改「長者社交中心」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「長者社交中心」或其任何部份所招致或引起的費用或開支；

- (v) (I) 一所具有淨作業樓面面積不少於593平方米的多用途會堂(以下簡稱「社區會堂」)；

- (II) (A) 合共5個停車位，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個巴士停車候車處，最少闊3米長12米，淨空高度最少3.8米。

- (III) 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)建成並適宜佔用及營運；

- (vi) 一所具有淨作業樓面面積不少於631平方米的綜合青少年服務中心(以下簡稱「綜合青少年服務中心」)。「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此責任。「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) 一所具有淨作業樓面面積不少於379平方米的綜合家庭服務中心(以下簡稱「綜合家庭服務中心」)。「綜合家庭服務中心」應在2012年6月30日或之前或其在「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)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此責任。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」其已遵照批地文件第(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」根據批地文件第(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)一具有淨作業樓面面積不少於379平方米的日間托兒所(以下簡稱「日間托兒所」)。「日間托兒所」應在2017年3月31日或之前或其坐落在「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)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此責任。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」其已遵照批地文件第(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」根據批地文件第(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)一所具有淨作業樓面面積不少於140平方米的公共廁所(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。「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」全權酌情釐定其他較少數目的學校組成，樓層及位置按「署長」指定。上述校舍應在2015年12月31日或之前或「署長」全權酌情指定的其他日期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的設計，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」及根據批地文件第(18)(a)條批地特別條款所核准的圖則。再者，「署長」可全權酌情釐定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此責任。「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)一個連附屬設施的足球場(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日或之前或「署長」全權酌情指定的其他日期建成並適宜佔用及營運。「署長」可全權酌情釐定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此責任。「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)款所載的樓宇(包括固定照明裝置、

通風器材、排氣管道及道路/地台表面，但不包括電梯、自動扶梯、樓梯、機器、設備及其他並非該樓宇專用但獲「署長」依照此等「批地條款」所許可的設施，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」)。

第(17)(d)條批地特別條款

就此批地特別條款而言，「承批人」一詞不包括其受讓人。

「主公契」及「地盤E副公契及管理協議」草稿(「副公契」)之相關條款

「主公契」B節之「政府樓宇」及「物件」釋義：

「政府樓宇」統指「批地文件」第(17)(a)(i)、(17)(a)(ii)、(17)(a)(iii)、(17)(a)(v)(III)、(17)(a)(vi)、(17)(a)(vii)、(17)(a)(viii)、(17)(a)(ix)、(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明現已或將會根據「批地文件」第(17)條批地特別條款規定興建於「該土地」作為「發展項目」一部份的「永久公共運輸交匯處」、「長者鄰舍中心」、「長者社交中心」、「社區會堂樓宇」、「綜合青少年服務中心」、「綜合家庭服務中心」、「日間托兒所」、「公共廁所」、「小學」、「中學」及「足球場」，以及各自之附屬地方；

「物件」指(i)「政府樓宇」之外飾面「批地文件」第(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明的「小學」、「中學」及「足球場」之外飾面除外，此等範圍由「財政司司長法團」負責維修)，以及「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板結構及任何其他結構項件；(ii)所有供「政府樓宇」及「發展項目」其餘部份使用的電梯、樓梯及自動扶梯；(iii)屬於「政府樓宇」及「發展項目」其餘部份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」之下所有結構樓板，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樓板的截油器；及(v)「批地文件」第(28)條批地特別條款所載供「政府樓宇」及「發展項目」其餘部份使用的所有其他公用地方及設施；

「副公契」B節之「第三期政府樓宇」及「第三期物件」釋義：

「第三期政府樓宇」指建成後屬於「第三期」的「政府樓宇」部份，當中包括「批地文件」第(17)(a)(i)條批地特別條款所載的「永久公共運輸交匯處」部份(上述「永久公共運輸交匯處」餘下部份擬建於「該土地」內毗連「地盤E」之「地盤」(釋義以「批地文件」所訂為準))，即副公契所夾附圖則以棕色顯示以資識別的範圍；

「第三期物件」指位於「第三期」的「物件」；

在切實可行範圍內盡量顯示「政府樓宇」位置之圖則已載於本節末頁。(見圖一)

4. 「臨時公共運輸交匯處」

根據「批地文件」第(30)條批地特別條款規定，「承批人」應在該地段內鋪築、平整、提供、建造、鋪設表面整飾和維修一個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。

「批地文件」之相關條款：

第(30)條批地特別條款

- (a) 遵從第(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接「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、車站上蓋和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」(釋義以批地文件第(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」須設計和提供不可少於4,800平方米淨作業樓面面積的「臨時公共運輸交匯處」，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) (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」具有絕對權力行使《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個曆月內自費拆卸和清理「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」而招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「承批人」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，該「臨時公共運輸交匯處」將由「署長」移交予「承批人」；

- (f) 就此批地特別條款而言，「承批人」之釋義指訂立及執行本「協議」的人士。

「主公契」及「副公契」之相關條款：

不適用。

在切實可行範圍內盡量顯示「臨時公共運輸交匯處」位置之圖則已載於本節末頁。(見圖一)

5. 「公眾休憩用地」

根據「批地文件」第(52)(a)(ii)條批地特別條款規定，「承批人」應按「署長」規定以「署長」全面滿意的形式，興建、建造、提供和園景美化總面積不少於2.3公頃的若干公眾休憩用地。

「批地文件」之相關條款：

第(52)(a)(ii)及(c)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：
- (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」就何謂動態及靜態康樂用途所作的決定將作終論並對「承批人」約束；
- (c) 「公眾休憩用地」將免費(除非事前獲康樂及文化事務署署長書面批准除外)開放予公眾作任何性質的合法用途。

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」
釋義：

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「公眾休憩用地」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時在「核准圖則」註明作有關用途。

「主公契」E節第8(c)(ii)條：

- 8(c) 儘管本節第8(a)條另有任何規定，「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及設施的保養、管理、修理、維修費用及其保險保費：
- (ii) 「公眾休憩用地」；

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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。

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。(見圖一)

6. 「**擬建行人天橋相關結構**」

根據「批地文件」第(53)條批地特別條款規定，「承批人」(不包括其受讓人)須以「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、提供和建造「擬建行人天橋相關結構」。

「**批地文件**」之相關條款：

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**」)；
- (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上連接「擬建行人天橋」的任何一座或多座建築物的通道口。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(唯不包括「財政司司長法團」)，此外並須令「署長」滿意；
- (vi) 在本文協定的整個批租年期內，「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或部份建築物通行、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。

「**主公契**」之相關條款：

「主公契」B節之「行人天橋相關結構」及「非車站發展項目公用地方」釋義：

「**行人天橋相關結構**」指按照「批地文件」第(53)(a)條批地特別條款規定興建的構築物；

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」「第二附錄」第II部份第2(b)條：

「經理人」有權獨自或聯同測量師、工人及其他人等為執行「署長」指定建於「該土地」上任何一座或多座建築物所有必要工程暫時關閉該等建築物的通道口，以根據「批地文件」第(53)條批地特別條款規定在上述建築物接駁行人通道、隧道或行人天橋或「行人天橋相關結構」。「經理人」執行此等工程時應以書面通知「業主」施工期間不可使用「該土地」及「發展項目」的範圍或其中任何部份，「業主」應遵從有關通知書的規定。惟工程概不可阻礙「政府樓宇」之出入通行權或影響完善使用與享用「政府樓宇」。

在切實可行範圍內盡量顯示「擬建行人天橋相關結構」位置之圖則已載於本節末頁。(見圖一)

7. 「**24小時行人走道**」

根據「批地文件」第(53)(b)(iv)條批地特別條款規定，「承批人」須以「署長」全面滿意的方式提供24小時行人走道，以接駁「擬建行人天橋」及「有蓋行人天橋」。

「**批地文件**」之相關條款：

第(53)(b)(iv)及(v)條批地特別條款：

- (iv) 「承批人」應自費以「署長」全面滿意的方式提供一條內淨闊度不少於4.5米的有蓋行人走道，以連接「擬建行人天橋」及「有蓋行人天橋」(釋義以批地文件第(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)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行。

「**主公契**」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。(見圖二至圖八)

8. 「有蓋行人天橋」

根據「批地文件」第(54)條批地特別條款規定，「承批人」(不包括其受讓人)以「署長」全面滿意的方式提供和建造一座「有蓋行人天橋」，「有蓋行人天橋」應以「署長」全權酌情指定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、規格、位置及設計建造。

「批地文件」之相關條款：

第(54)條批地特別條款：

- (a)「承批人」(不包括其受讓人)應在「署長」通知時於「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」)，嗣後則享有支撐「有蓋行人天橋」的地役權。「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、規格、位置及設計建造，其決定將作終論並對「承批人」約束；
- (b)(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；

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」E節第8(c)(iii)條：

- 8(c) 儘管本節第8(a)條另有任何規定，「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及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 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」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「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」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)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：
- (1) 不納入任何「發展期」邊界範圍內；
- (2) 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
- (3) 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」一部份。

「主公契」E節第8(c)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「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「已落成非車站發展項目建築樓面總面積」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。

「主公契」I節第1(b)條：

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：
- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢及樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍及有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。
- 在切實可行範圍內盡量顯示「有蓋行人天橋」位置之圖則已載於本節末頁。(見圖一)

9. 「室內康樂中心」地盤¹

根據「批地文件」第(66)條批地特別條款規定，「承批人」應按照「署長」事前書面批准的標準、樓層及位置，於將軍澳市地段第70號平整一個地盤，面積不少於6,000平方米，以建造室內康樂中心。

「批地文件」之相關條款：

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」並無責任必須按「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。當計算批地特別條款所第(16)(c)條所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、承辦商及工人不論帶備工具、設備或機器或獨自或駕車與否，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」、其官員、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」、其官員、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所招致的任何損失、損害、滋擾或騷擾向「署長」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」；

「主公契」之相關條款：

「主公契」E節第18條：

「業主」應在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段或現已或將會建於該處任何建築物的所有用途。茲「經理人」現獲例外保留本「公契」第二附錄第II部份第2(e)條具體訂明之權利，「港鐵」則獲例外保留本「公契」第二附錄第II部份第3(z)條具體訂明之權利，以便授予上述的通行權、地役權或準地役權、支撐權和輸送供應各服務與設施。然而，「經理人」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施概不可妨礙「政府樓宇」的使用與享用。

「主公契」第二附錄第II部份第2(e)條：

儘管本「公契」另有任何規定，「經理人」有權在「政府」要求時

按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須彼等同意或批准，此外並可獨自以「經理人」的名義就此簽署或訂立任何文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益的人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)或「政府」認為有需要，作為「政府樓宇」「業主」的「財政司司長法團」有權與「經理人」聯合訂立及簽署或執行任何必要文件，以行使本款所訂「經理人」擁有之權利。再者，「經理人」及「港鐵」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」第二附錄第II部份第3(z)條：

茲毋損「批地文件」第5條批地一般條款之規定，每名「業主」現與「港鐵」協議，本文賦予「港鐵」之契諾、權利、自由權、特權、權益、保留原權益及保留新權益為對每名「業主」及其各自繼承人與受讓人約束，只要「港鐵」仍為任何「份數」之實益擁有人，此等契諾、權利、自由權、特權、權益、保留原權益及保留新權益將與「該土地」及「發展項目」和相關權益共存(附加於「港鐵」與「買方」所訂「轉讓契約」保留的任何其他權利)。「港鐵」具專有及不受限制之權利，隨時及不時按其絕對自由酌情為恰當作出以下所有或任何行為或事項，及/或行使所有或任何以下權利、自由權、特權、權益，而毋須接受任何其他「業主」、「經理人」或擁有「該土地」及「發展項目」權益之其他人士為締約方，亦毋須按彼等同意或批准(除非本「公契」另行訂明)，但仍需遵從本「公契」及「批地文件」所賦予「財政司司長法團」之權利、地役權及特權，而且概不可影響或妨礙「財政司司長法團」擁

有之此等權利、地役權及特權，此外亦不可在「政府樓宇」外牆安裝或裝設任何煙囪、排煙管、水管或其他結構或設施：--

(z) 有權在「政府」要求時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物和搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物之所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須獲彼等同意或批准。此外亦可獨自以「港鐵」之名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益之人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)或「政府」認為有需要，作為「政府樓宇」「業主」之「財政司司長法團」有權與「港鐵」聯合簽署或訂立任何必要文件，以執行本款所訂「港鐵」擁有之權利。

在切實可行範圍內盡量顯示「室內康樂中心」「地盤」位置之圖則已載於本節末頁。(見圖一)

10. 「棕色範圍」

根據「批地文件」第(99)條批地特別條款規定，「承批人」應以「署長」全面滿意的形式，按照「署長」全權酌情批准的方式、物料、標準、樓層、定線和設計，在「棕色範圍」內鋪設、平整、提供及建造一條鋪築路面道路和「署長」全面滿意的高架道路。

「批地文件」之相關條款：

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」

<p>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</p>	<p>「批地文件」之相關條款：</p> <p><u>第(100)(a)(i)條批地特別條款</u></p> <p>「承批人」應在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。</p>	<p>特別條款中所訂為準)自費在該地段及「黃色範圍」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。</p>
<p>(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」全面滿意的方式，按照「署長」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」以棕色顯示該地段以北「建議興建L861道路之高架道路」的範圍內鋪設、平整、提供及建造一條高架道路(包括提供及建造天橋、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；</p>	<p>「主公契」之相關條款：</p> <p><u>「主公契」B節之「外圍地方」釋義：</u></p> <p>「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外其他地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「<u>黃色間黑斜線範圍</u>」；</p>	<p><u>第(7)(e)條批地特別條款</u></p> <p>「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。</p>
<p>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」。</p>	<p><u>「主公契」E節第1(b)條：</u></p> <p>為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。</p>	<p><u>第(7)(f)(ii)條批地特別條款</u></p> <p>「承批人」須自費保養、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」的佔管權連同所有於該處提供和安裝的構築物及服務根據<u>批地特別條款(h)(ii)款</u>交還「政府」為止。</p>
<p>「主公契」之相關條款：</p> <p><u>「主公契」B節之「外圍地方」釋義：</u></p>	<p><u>「主公契」E節第1(b)條：</u></p> <p>為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。</p>	<p><u>第(7)(h)(ii)條批地特別條款</u></p> <p>「政府」保留權利按其視為恰當隨時收回「黃色範圍」或其任何部份作任何用途(「署長」作出的相關決定將作終論)，而毋須向「承批人」支付任何款項或補償。「承批人」必須在「署長」要求時將「黃色範圍」交還「政府」，惟「政府」概不受強制收回「黃色範圍」或其任何部份。「承批人」須繼續按照<u>批地特別條款(f)(ii)款</u>規定負責保養、維修和修理「黃色範圍」及所有在該處提供和安裝的構築物及服務，直至「黃色範圍」交還「政府」為止。</p>
<p>「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「<u>棕色範圍</u>」及「<u>黃色間黑斜線範圍</u>」；</p>	<p>B. 「批地文件」訂明由「發展期」住宅物業各業主付費管理、運作或維修作公眾用途的設施</p> <p>1. 「黃色範圍」</p> <p>「批地文件」<u>第(7)條批地特別條款</u>訂明，「承批人」應維修保養「黃色範圍」的園景美化工程，以保持清潔整齊、功用良好和健全的狀態，以令「署長」滿意，並且保養、管理、保持及修理「黃色範圍」，以保持其充足維修及良好狀態，全面令「署長」滿意，直至「黃色範圍」的佔管權連同在該處提供及安裝的所有構築物和服務交還「政府」為止。</p>	<p><u>第(52)(a)(ii)條批地特別條款</u></p> <p>「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、園景美化和嗣後維修以下設施，以保持其維修充足及狀態良好：</p> <p>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和設計種植灌叢樹木及建造單車徑，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。</p>
<p><u>「主公契」E節第1(b)條：</u></p> <p>為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。</p>	<p>「批地文件」之相關條款：</p> <p><u>第(7)(d)條批地特別條款</u></p> <p>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」及「詳細規劃建議書」(兩者釋義以<u>第7(a)條批地</u></p>	<p>「公契」之相關條款：</p> <p><u>「主公契」B節之「外圍地方」釋義：</u></p>
<p>11. 「黃色間黑斜線範圍」</p> <p>根據「批地文件」<u>第(100)條批地特別條款</u>規定，「承批人」應以「署長」全面滿意的方式在「黃色間黑斜線範圍」進行園景美化。</p>		<p>「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和</p>

履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(c)(i)條：

8(c) 儘管本節第8(a)條另有任何規定，「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的保養、管理、修理及維修費用與其保險保費：

- (i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別在「批地文件」第(7)、(8)、(99)及(100)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」；

「主公契」E節第8(c)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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)的實際建築樓面總面積，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。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」整體和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需的行動與事項，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及滲漏污水。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款

訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。(見圖一)

2. **「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」**

「批地文件」第(8)及(9)條批地特別條款訂明，「承批人」應負責維修「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」及「粉紅色間綠斜線加黑點範圍」和在該處建造、安裝及提供之所有構築物、服務、街燈、街道裝置及機器。

「批地文件」之相關條款：

第(8)(b)條批地特別條款

「承批人」應自費以「署長」全面滿意的方式：

- (vi) 遵從第(9)(b)條批地特別條款規定，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、街道傢俬及機器，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」之佔管權遵照本文第(9)(a)條批地特別條款交還「政府」為止。

第(9)條批地特別條款

(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」連同於該處建造、安裝和提供之

<p>所有表面、構築物、渠務系統、街燈及機器之佔管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」全權酌情要求把「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</p> <p>(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、街道傢俬、道路標記及機器。</p> <p>(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」或其任何部份之佔管權當日後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、設計或其他)，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；</p> <p>(ii) 「承批人」應自費在「署長」向其發出函件的指定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。</p> <p>「公契」之相關條款：</p> <p><u>「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：</u></p> <p>「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款</p>	<p>和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範」、「綠色範圍」、「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」、「棕色範圍」及「黃色間黑斜線範圍」；</p> <p>「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「公契」L節第7條備存於「非車站發展項目」管理處的記錄圖註明；</p> <p><u>「主公契」E節第8(c)(i)條：</u></p> <p>8(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：</p> <p>(i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別於「批地文件」第(7)、(8)、(99)及(100)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」；</p> <p><u>「主公契」E節第8(c)條：</u></p> <p>「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修</p>	<p>費用與保險保費，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少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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)的實際建築樓面總面積，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。</p> <p><u>「主公契」H節第1(a)條：</u></p> <p>香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。</p> <p><u>「主公契」I節第1(a)條：</u></p> <p>遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項與事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。</p> <p><u>「主公契」I節第1(b)(xvi)條：</u></p> <p>1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：</p> <p>(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就</p>
---	--	--

此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及／或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)的費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定之顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「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」、「粉紅色間綠斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」位置之圖則已載於本節末頁。(見圖一)

3. 「政府樓宇」內「物件」

「批地文件」第(28)條批地特別條款訂明，「承批人」應以「署長」全面滿意的方式維修「政府樓宇」內各「物件」。

「批地文件」之相關條款：

第(28)條批地特別條款

(a)「承批人」應在本文協定的整個批租年期內，自費(惟「財政司司長法團」可依照第(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」之外飾面(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、周圍、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」及該地段發展項目其餘部份使用的電梯、自動扶梯及樓梯；
- (iii) 屬於「政府樓宇」及該地段發展項目其餘部份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」之下所有結構樓板，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樓板的截油器；及
- (v) 所有其他供「政府樓宇」及該地段發展項目其餘部份使用的公用地方及設施。

(b)儘管本批地特別條款(a)(i)及(a)(iv)款規定，「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/或結構樓板。此等地基及/或結構樓板乃「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、地基及結構樓板將由「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；及

(d)就此批地特別條款而言，「承批人」之釋義不包括「財政司司長法團」。

「主公契」及「副公契」之相關條款：

「主公契」B節之「政府樓宇」及「物件」釋義：

「政府樓宇」統指「批地文件」第(17)(a)(i)、(17)(a)(ii)、(17)(a)(iii)、(17)(a)(v)(III)、(17)(a)(vi)、(17)(a)(vii)、(17)(a)(viii)、(17)(a)(ix)、(17)(a)(x)及(17)

(a)(xi)條批地特別條款分別訂明現已或將會根據「批地文件」第(17)條批地特別條款規定興建於「該土地」作為「發展項目」一部份的「永久公共運輸交匯處」、「長者鄰舍中心」、「長者社交中心」、「社區會堂樓宇」、「綜合青少年服務中心」、「綜合家庭服務中心」、「日間托兒所」、「公共廁所」、「小學」、「中學」及「足球場」，以及各自之附屬地方；

「物件」指(i)「政府樓宇」之外飾面(「批地文件」第(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明的「小學」、「中學」及「足球場」之外飾面除外，此等範圍由「財政司司長法團」負責維修)，以及「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板結構及任何其他結構項件；(ii)所有供「政府樓宇」及「發展項目」其餘部份使用的電梯、樓梯及自動扶梯；(iii)屬於「政府樓宇」及「發展項目」其餘部份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」之下所有結構樓板，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樓板的截油器；及(v)「批地文件」第(28)條批地特別條款所載供「政府樓宇」及「發展項目」其餘部份使用的所有其他公用地方及設施。

「副公契」B節之「第三期政府樓宇」及「第三期物件」釋義：

「第三期政府樓宇」指建成後屬於「第三期」的「政府樓宇」部份，當中包括「批地文件」第(17)(a)(i)條批地特別條款所載的「永久公共運輸交匯處」部份(上述「永久公共運輸交匯處」餘下部份擬建於「該土地」內毗連「地盤E」之「地盤」(釋義以「批地文件」所訂為準)，即副公契所夾附圖則以棕色顯示以資識別的範圍；

「第三期物件」指位於「第三期」的「物件」；

「主公契」E節第9條

(c)每個「發展期」的「單位」「業主」(「政府樓宇」「業主」除外)應以由「經理人」執行的方式負責維修、管理和修理該「發展期」範圍內的「物件」，惟「財政司司長法團」可依據「批地文件」第(58)(a)(ii)(I)條批地特別條款分擔相關費用。倘因不依照前文規定維修、管理和修理「物件」而導致或構成任何人身或財產損失或損害，以致引起任何訴訟、法律程序、索償及索求，每個「發展期」的「單位」「業主」須向「財政司司長法團」及「政府」作出賠償並確保彼等免責。

「主公契」I節第1(b)(xii)、(xxxiv)及(xxxv)條

1(b)茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xii) 遵從本「公契」E節第9(c)條規定維修、管理和保養「物件」以保持其充足維修及良好狀態。

(xxxiv) 遵從本「公契」E節第9(b)條規定與「政府樓宇」「業主」商議及協定「批地文件」第(58)(a)(ii)(I)(C)條批地特別條款訂明「政府樓宇」指定部份應分擔的「管理費」金額，「經理人」收訖的相關攤付款項必須存入根據本「公契」J節第11條開設的管理賬戶。

「主公契」J節第1(n)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(n) 「物件」之維修、修理和運作費用；

「副公契」D節第5條

「第三期發展期」「單位」「業主」「第三期發展期」「政府樓宇」「業主」除外)應以由「經理人」執行的方式負責維修、管理和修理「第三期發展期」「物件」。倘因不依照前文規定維修、管理和修理「第三期發展期」「物件」而導致或構成任何人身或財產損失或損害，以致引起任何訴訟、法律程序、索償及索求，則向「財政司司長法團」及「政府」作出賠償並確保彼等免責。

在切實可行範圍內盡量顯示「政府樓宇」位置之圖則已載於本節末頁。(見圖一)

4. 往返「港鐵車站」之出入地方

「批地文件」第(40)條批地特別條款訂明，「承批人」應允許公眾隨時自由及免費地進入和行經該地段各部份以作所有合法用途，並且進出、行經及跨越由「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」。

「批地文件」之相關條款：

第(40)條批地特別條款

於本文協定的整個批租年期內，「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用途，以及進出、行經及跨越由「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」。

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」I節第1(b)(vii)條

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(vii) 修理、維修、清潔、塗髹粉飾或以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處之外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但本「公契」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

「主公契」J節第1(d)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦

須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費用，以及更換位於該處但本「公契」或任何「副公契」的條款並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；

在切實可行範圍內盡量顯示「承批人」劃為往返「港鐵車站」出入地方位置之圖則已載於本節末頁。(見圖二至圖八)

5. 公眾休憩用地

「批地文件」第(52)條批地特別條款訂明，「承批人」應維修「公眾休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意。

「批地文件」之相關條款：

第(52)(b)及(c)條批地特別條款

(b) 遵從本文第(7)(h)(ii)條批地特別條款規定，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」，以保持其充足維修及良好狀態，令「署長」全面滿意；及

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

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「**公眾休憩用地**」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時於「核准圖則」註明作有關用途。

「主公契」E節第8(c)(ii)條

(8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

(ii) 「公眾休憩用地」；

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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)的實際建築樓面總面積，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。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢及樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款

訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍及有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及滲漏污水。

「主公契」J節第1(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。(見圖一)

6. **擬建行人天橋相關結構**

「批地文件」第(53)條批地特別條款訂明，「承批人」應在搭建、提供和建造「擬建行人天橋相關結構」後負責維修該處。

「批地文件」之相關條款：

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、建造和嗣後維修「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**」)；

(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)成立之該地段「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」的任何一座或多座建築物的通道口。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(唯不包括「財政司司長法團」)，此外並須令「署長」滿意；

(vi) 在本文協定整個批租年期內，「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或部份建築物或部份建築物通行、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。

「主公契」之相關條款：

「主公契」B節之「行人天橋相關結構」釋義

「**行人天橋相關結構**」指按照「批地文件」第(53)(a)條批地特別條款規定興建的構築物；

「主公契」B節之「非車站發展項目公用地方」釋義

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」第二附錄第II部份第2(b)條

「經理人」有權獨自或聯同測量師、工人及其他人等為執行「署長」指定建於「該土地」上任何一座或多座建築物所有必要工程暫時關閉該等建築物通道口，以根據「批地文件」第(53)條批地特別條款規定在上述建築物接駁行人通道、隧道或行人天橋或「行人天橋相關結構用」。「經理人」執行此等工程時應以書面通知「業主」施工期間不可使用「該土地」及「發展項目」的範圍或其上任何部份，「業主」應遵從有關通知書的規定。惟工程概不可阻礙「政府樓宇」之出入通行權或影響完善使用及享用「政府樓宇」。

「主公契」I節第1(b)(vii)條

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：
- (vii) 修理、維修、清潔、塗髹粉飾或以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但本「公契」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

「主公契」J節第1(d)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
- (d) 修理、維修、清潔、塗髹粉飾或以其他方式護理或裝

修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構和外立視面或其任何部份的費用，以及更換位於該處本「公契」或任何「副公契」並無指定個別一名或一組「業主」但須要負責的破爛門窗玻璃的費用；

在切實可行範圍內盡量顯示「擬建行人天橋相關結構」位置之圖則已載於本節末頁。(見圖一)

7. 「24小時行人走道」

「批地文件」第(53)(b)條批地特別條款訂明，「承批人」應以「署長」滿意的方式維修「24小時行人走道」，以保持其維修充足及狀態良好。

「批地文件」之相關條款：

第(53)(b)(iii)、(iv)及(v)條批地特別條款

- (iii) 「承批人」(但不包括「財政司司長法團」)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須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)，以保持其充足維修及良好狀態，令「署長」滿意；
- (iv) 「承批人」應自費以「署長」全面滿意的方式提供一條內淨闊度為不少於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」(釋義以批地文件第(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)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行；

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」E節第8(c)(iii)條

- (8)(c) 儘管本節第8(a)條另有任何規定，「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及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 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」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「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」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)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：
- (1) 不納入任何「發展期」邊界範圍內；
- (2) 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
- (3) 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」一部份。

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「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「已落成非車站發展項目建築樓面總面積」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。

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(vii) 修理、維修、清潔、塗髹粉飾或以其他適當方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但「本契約」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(d)及(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費

用，以及更換位於該處但本「公契」或任何「副公契」並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。(見圖二至圖八)

8. 「有蓋行人天橋」

「批地文件」第(54)條批地特別條款訂明，「承批人」(但不包括「財政司司長法團」)應以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據第(54)(h)條批地特別條款交還「政府」為止。

「批地文件」之相關條款：

第(54)條批地特別條款

(f) 「承批人」(但不包括「財政司司長法團」)應自費以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據本批地特別條款(h)款交還「政府」為止；

(h) 「承批人」(但不包括「財政司司長法團」)必須在「署長」通知時將「有蓋行人天橋」或其任何部份交還「政府」，而「政府」毋須向「承批人」支付任何費用或補償，惟「政府」概無責任必須應「承批人」要求收回「有蓋行人天橋」或其任何部份，「政府」可在其視為恰當的時間才收回「有蓋行人天橋」。

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「主公契」E節第8(c)(iii)條

(8)(c) 儘管本節第8(a)條另有任何規定，「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及設施的保養、管理、修理、維修費用與保險保費：

(iii) 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」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「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」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)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：

(1) 不納入任何「發展期」邊界範圍內；

(2) 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

<p>(3) 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」一部份。</p>	<p>和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓本及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--</p>	<p>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」；</p>
<p><u>「主公契」E節第8(c)條</u></p>	<p>(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「<u>批地文件</u>」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「<u>批地文件</u>」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；</p>	<p><u>「主公契」之相關條款：</u></p> <p><u>「主公契」B節之「非車站發展項目公用地方」釋義</u></p>
<p>「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「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「已落成非車站發展項目建築樓面總面積」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。</p>	<p>在切實可行範圍內盡量顯示「有蓋行人天橋」位置之圖則已載於本節末頁。(見圖一)</p>	<p>「非車站發展項目公用地方」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「公眾休憩用地」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；</p>
<p><u>「主公契」I節第1(b)(xvi)條：</u></p>	<p>9. 往返「室內康樂中心」之地方</p>	<p><u>「主公契」E節第18條：</u></p>
<p>1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：</p> <p>(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「<u>批地文件</u>」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「<u>批地文件</u>」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。</p>	<p>「批地文件」第(66)條批地特別條款訂明，「承批人」應在將軍澳市地段第70號A段的「室內康樂中心」投入服務後允許公眾完全免費地自由通行、進出、往返及通越將軍澳市地段第70號餘段，以便出入「室內康樂中心」。</p> <p>「批地文件」之相關條款：</p> <p><u>第(66)條批地特別條款</u></p> <p>(b) 「承批人」須准許「政府」、其官員、承辦商及工人不論帶備工具、設備或機器或獨自或駕車與否，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」、其官員、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」、其官員、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所招致的任何損失、損害、滋擾或騷擾向「署長」索取賠償。「室內康樂</p>	<p>「業主」應在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用</p>
<p><u>「主公契」J節第1(z)條</u></p>	<p>1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」</p>	

途。茲「經理人」現獲例外保留本「公契」第二附錄第II部份第2(e)條具體訂明之權利，「港鐵」則獲例外保留本「公契」第二附錄第II部份第3(z)條具體訂明之權利，以便授予上述的通行權、地役權或準地役權、支撐權和輸送供應各服務與設施。然而，「經理人」及「港鐵」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」「第二附錄」第II部份第2(e)條：

儘管本「公契」另有任何規定，「經理人」有權在「政府」要求時按「政府」要求，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須彼等同意或批准，此外並可獨自以「經理人」的名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益的人士為締約方。然而，倘「政府樓宇」直接受影響「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定「政府」認為有需要，作為「政府樓宇」「業主」的「財政司司長法團」有權與「經理人」聯合訂立及簽署或執行任何必要文件，以行使本款所訂「經理人」擁有之權利。再者，「經理人」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」「第二附錄」第II部份第3(z)條：

茲毋損「批地文件」第5條批地一般條款之規定，每名「業主」現與「港鐵」協議，本文賦予「港鐵」之契諾、權利、自由權、特權、權益、保留原權益及保留新權益為對每名「業主」及其各自繼承人與受讓人約束，只要「港鐵」仍為任何「份數」之實益擁有人，此等契諾、權利、自由權、特權、權益、保留原權益及保留新權益將與「該土地」及「發

展項目」和相關權益共存(附加於「港鐵」與「買方」所訂「轉讓契約」保留的任何其他權利)。「港鐵」具專有及不受限制之權利，隨時及不時按其絕對自由酌情為恰當作出以下所有或任何行為或事項，及/或行使所有或任何以下權利、自由權、特權、權益，而毋須接受任何其他「業主」、「經理人」或擁有「該土地」及「發展項目」權益之其他人士為締約方，亦毋須按彼等同意或批准(除非本「公契」另行訂明)，但仍需遵從本「公契」及「批地文件」所賦予「財政司司長法團」之權利、地役權及特權，而且概不可影響或妨礙「財政司司長法團」擁有之此等權利、地役權及特權，此外亦不可在「政府樓宇」外牆安裝或裝設任何煙囪、排煙管、水管或其他結構或設施：--

- (z) 有權在「政府」要求時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、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)所有必要通行權、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、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物和搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物之所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須獲彼等同意或批准。此外亦可獨自以「港鐵」之名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益之人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)或「政府」認為有需要，作為「政府樓宇」「業主」之「財政司司長法團」有權與「港鐵」聯合簽署或訂立任何必要文件，以執行本款所訂「港鐵」擁有之權利。

在切實可行範圍內盡量顯示「室內康樂中心」出入地方位置之圖則已載於本節末頁。(見圖二至圖八)

10.「棕色範圍」

「批地文件」第(99)條批地特別條款訂明，「承批人」應以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持

其維修充足及狀態良好，直至「棕色範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據第(99)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(99)條批地特別條款

- (a)「承批人」應：
- (ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持其充足維修及良好狀態，直至「棕色範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務根據本批地特別條款(c)款交回「政府」為止。

「主公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「**外圍地方**」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」。

「主公契」E節第8(c)(i)條：

- (8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：
- (i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別於「批地文件」第(7)、(8)、(99)及(100)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」；

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業

主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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)的實際建築樓面總面積，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。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需的行動與事項，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此

協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「棕色範圍」位置之圖則已載於本節末頁。(見圖一)

11. 「黃色間黑斜線範圍」

「批地文件」第(100)條批地特別條款訂明，「承批人」應以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據第(100)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(100)條批地特別條款

(a) 「承批人」應：

(ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據本批地特別條款(c)款交回「政府」為止。

「主公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「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」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(c)(i)條：

(8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

(i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別在「批地文件」第(7)、(8)、(99)及(100)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」；

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」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)的實際建築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)的實際建築樓面總面積，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。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」之規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項及事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶的任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
 - (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「黃色間黑斜線範圍」位置之圖則已載於本節末頁。(見圖一)

關於上述B段所述的設施及休憩用地，此等設施或休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主應透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等設施或休憩用地的費用。

C. 「批地文件」指定由「發展期」住宅物業業主付費管理、運作或維修供公眾使用的休憩用地之面積

「批地文件」訂明由「發展期」住宅物業業主付費管理、運作或維修供公眾使用的休憩用地之面積為不少於2.3公頃。

「批地文件」之相關條款：

第(52)(a)(ii)、(b)及(c)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，以保持其充足維修及良好狀態：
 - (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」就何謂動態及靜態康樂用途所作的決定將作終論並對「承批人」約束；
- (b) 遵從本文第(7)(h)(ii)條批地特別條款規定，於本文協定的整個年批租期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意；及
- (c) 「公眾休憩用地」將免費開放(除非事前獲康樂及文化事務署署長書面批准除外)予公眾作任何性質的合法用途。

「主公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「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、里巷、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；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」內的任何結構柱)；「**公眾休憩用地**」；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」、「業主立案法團」、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處所；安裝或使用天線廣播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，又或於根據本「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；

「**公眾休憩用地**」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時在「核准圖則」註明作有關用途。

「**主公契**」E節第8(c)(ii)條：

8(c) 儘管本節第8(a)條另有任何規定，「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及設施的保養、管理、修理、維修費用及其保險保費：

(ii) 「公眾休憩用地」；

「**主公契**」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，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」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，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「已落成非車站發展項目建築樓面總面積」則指經相關以「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)的實際建築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)的實際建築樓面總面積，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。

「**主公契**」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美

化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「**主公契**」J節第1(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。(見圖一)

關於上述C段所述的休憩用地，此等休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主應透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等休憩用地的費用。

D. 劃供公眾作《建築物(規劃)規例》(香港法例第123章附例F)第22(1)條所訂用途的該土地(「發展期」所在土地)的任何部份

不適用。

關於上述A、B、C及D段所述供公眾使用的設施、休憩用地及該土地部份，公眾有權遵照「批地文件」規定使用此等設施、休憩用地或該土地部份。

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。

A. Facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

1. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall landscape, lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands (“**the Director**”) shall approve the area shown coloured yellow on Plan I annexed to the Land Grant (“**the Yellow Area**”).

Relevant Provisions of the Land Grant:

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 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.

Special Condition No.(7)(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.(7)(f)(i):

The Grantee shall 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 Yellow Area.

Special Condition No.(52)(a)(ii):

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:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (“**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.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 registered in the Land Registry by Memorial No.09062303030203 (“**the PDMC**”):

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

2. 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

Under Special Condition No.(8) of the Land Grant, the Grantee shall:

- carry out and construct future road junction improvement works and associated works within the Green Area;
- lay, form, provide and construct that portion of future public road within 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;

- lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve those portions of public roads within the Pink Hatched Green and the Pink Hatched Green Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area;
- surface, kerb and channel 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; and
- 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.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(a)(i):

It is hereby excepted and reserved to the Government that portion of the land at and below the level of 11 metres above the Hong Kong Principal Datum or such other level or levels as may be determined by the Director (whose determination shall be final and binding on the Grantee) and shown coloured pink hatched green and pink hatched green stippled black on Plan I (hereinafter referred to as “**the Pink Hatched Green and the Pink Hatched Green Stippled Black Area**”) for the purpose of a public road to be constructed by the Grantee at his own expense and in accordance with Special Conditions Nos.(8)(b)(ii) and (9)(b)(ii) hereof.

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 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.

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:
- (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.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Outside Area” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

3. Government Accommodation

Under Special Condition No.(17)(a) of the Land Grant, the Grantee shall erect, construct and provide within the lot, in a good workmanlike manner the Government Accommodation which includes one public transport interchange, one neighbourhood elderly centre, one social centre for the elderly, one community hall together with 5 parking spaces and 1 bus bay, one integrated children and youth services centre, one integrated family services centre, one day nursery, one public toilet, a minimum of three school premises (or such other number as may be approved by the Director) comprising 3 primary schools and 2 secondary schools (or such other lesser number as may be determined by the Director) and one soccer pitch.

Relevant provisions of the Land Grant:

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.(18)(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**").

Special Condition No.(17)(d):

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

Relevant Provisions of the PDMC and the draft Sub-Deed of Mutual Covenant and Management Agreement in respect of Site E ("the SDMC")

Definitions of "Government Accommodation" and "Items" in Section B of the PDMC:

"**Government Accommodation**" means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development pursuant to Special Condition (17) of the Government Grant;

"**Items**" means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) 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, stairways and escalators serving the Government Accommodation and the remainder of the Development; (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; (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 referred to in Special Condition (28) of the Government Grant;

Definitions of "Phase III Government Accommodation" and "Phase III Items" in Section B of the SDMC:

"**Phase III Government Accommodation**" means those parts of the Government Accommodation constructed as part of Phase III comprising portion of the Permanent PTI as defined in Special Condition (17)(a)(i) of the Government Grant (the remaining portion of the said Permanent PTI is intended to be constructed on the Site (as defined in the Government Grant) of the Land adjoining to Site E) and which for the purpose of identification only are shown and coloured Brown on the plans annexed to the SDMC;

"**Phase III Items**" means those Items situated in Phase III;

Plan showing the location of the Government Accommodation as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

4. Temporary Public Transport Interchange

Under Special Condition No.(30) of the Land Grant, the Grantee shall lay, form, provide, construct, surface and maintain within the lot the Temporary Public Transport Interchange which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads.

Relevant Provisions of the Land Grant:

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) (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.

Relevant Provisions of the PDMC and the SDMC:

Not Applicable.

Plan showing the location of the Temporary Public Transport Interchange as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

5. Public Open Space

Under Special Condition No.(52)(a)(ii) of the Land Grant, the Grantee shall erect, construct, provide and landscape such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director in all respects to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii) and (c):

- (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:
- (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;
- (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.

Relevant Provisions of the PDMC:

Definitions of “Non-Station Development Common Areas” and “Public Open Space” in Section B of the PDMC:

“**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**; 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 or the Owners Corporation 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 this Deed;

“**Public Open Space**” means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Plan showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

6. Future Footbridge Associated Structures

Under Special Condition No.(53) of the Land Grant, the Grantee (excluding his assigns) shall 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 the Future Footbridge Associated Structures.

Relevant Provisions of the Land Grant:

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**”);

- (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.

Relevant Provisions of the PDMC:

Definitions of “Footbridge Associated Structures” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Footbridge Associated Structures**” means the structures

constructed in accordance with Special Condition (53)(a) of the Government Grant;

“**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; 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 or the Owners Corporation 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 this Deed;

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

The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or

egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

Plan showing the location of the Future Footbridge Associated Structures as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

7. 24-hours Pedestrian Walkway

Under Special Condition No.(53)(b)(iv) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director provide 24-hours pedestrian walkway to link up the Future Footbridges and the Covered Footbridge.

Relevant Provisions of the Land Grant:

Special Condition Nos.(53)(b)(iv) & (v):

- (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;

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**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; 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 or the Owners Corporation 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 this Deed;

Plan showing the location of the 24-hour Pedestrian Walkway as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 2 to Plan 8)

8. Covered Footbridge

Under Special Condition No.(54) of the Land Grant, the Grantee (excluding his assigns) shall in all respects to the satisfaction of the Director provide and construct the Covered Footbridge 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.

Relevant Provisions of the Land Grant:

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) (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;

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“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; 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 or the Owners Corporation 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 this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (iii) 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:

- (1) do not fall within the boundaries of any Phase;
- (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
- (3) 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.

Clause 8(e) of Section E of the PDMC:

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 this Section 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

<p>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.</p> <p><u>Clause 1(b) of Section I of the PDMC:</u></p> <p>1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-</p> <p>(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.</p> <p>Plan showing the location of the Covered Footbridge as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)</p> <p>9. <u>Site for Indoor Recreation Centre</u>¹</p> <p>Under <u>Special Condition No.(66)</u> of the Land Grant, the Grantee shall in accordance with such standards, levels and location as the Director shall first approve in writing form a site within Tseung Kwan O Town Lot No.70 having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre.</p>	<p>Relevant Provisions of the Land Grant:</p> <p><u>Special Condition No.(66):</u></p> <p>(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 <u>Special Condition No.(16)(e)</u> hereof;</p> <p>(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</p>	<p>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;</p> <p>Relevant Provisions of the PDMC:</p> <p><u>Clause 18 of Section E of the PDMC:</u></p> <p>The Owners shall upon demand by the Government grant 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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services and facilities Provided That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.</p> <p><u>Clause 2(e) of Part II of Second Schedule of the PDMC:</u></p> <p>Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi</p>
--	--	--

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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 3(z) of Part II of Second Schedule to the PDMC:

Without prejudice to General Condition No.5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts

or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation:

- (z) the right upon demand by the Government to grant 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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary.

Plan showing the location of the Site for the Indoor Recreation Centre as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall 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 a paved way within the Brown Area and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the Brown Area.

Relevant Provisions of the Land Grant:

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**").

Relevant Provisions of the PDMC:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Brown Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

11. Yellow Hatched Black Area

Under Special Condition No.(100) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director landscape the Yellow Hatched Black Area.

Relevant Provisions of the Land Grant:

Special Condition No.(100)(a)(i):

The Grantee shall 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**”).

Relevant Provisions of the PDMC:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including,

but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

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

1. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall maintain the landscape works in the Yellow Area in a clean, neat, tidy, functional and healthy condition to the satisfaction of the Director and shall 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.

Relevant Provisions of the Land Grant:

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 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.

Special Condition No.(7)(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.(7)(f)(ii):

The Grantee shall 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.

Special Condition No.(7)(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.

Special Condition No.(52)(a)(ii):

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:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (“**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.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is

required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (i) 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;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment 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 in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and

the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

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

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-
 - (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government

Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Yellow Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

2. **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**

Under Special Condition Nos.(8) and (9) of the Land Grant, the Grantee shall 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.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(b):

The Grantee shall at his own expense and in all respects to the satisfaction of the Director:-

- (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):

- (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.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Outside Area” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 8(c)(i) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (i) 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;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment 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 in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners

Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Pink Hatched Green and the Pink Hatched Green Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

3. Items in respect of Government Accommodation

Under Special Condition No.(28) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director maintain the

Items in respect of the Government Accommodation.

Relevant Provisions of the Land Grant:

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.

Relevant Provisions of the PDMC and the SDMC

Definitions of “Government Accommodation” and “Items” in Section B of the PDMC:

“**Government Accommodation**” means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development pursuant to Special Condition (17) of the Government Grant;

“**Items**” means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) 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, stairways and escalators serving the Government Accommodation and the remainder of the Development; (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; (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 referred to in Special Condition (28) of the Government Grant;

Definitions of “Phase III Government Accommodation” and “Phase III Items” in Section B of the SDMC:

“**Phase III Government Accommodation**” means those parts of the Government Accommodation constructed as part of Phase III comprising portion of the Permanent PTI as defined in Special Condition (17)(a)(i) of the Government Grant (the remaining portion of the said Permanent PTI is intended to be constructed on the Site (as defined in the Government Grant) of the Land adjoining to Site E) and which for the purpose of identification only are shown and coloured Brown on the plans annexed to the SDMC;

“**Phase III Items**” means those Items situated in Phase III;

Clause 9 of Section E of the PDMC:

- (c) The Owners of Units in each Phase (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items situated in that Phase subject to any contribution by FSI under Special Condition No.(58)(a)(ii) (I) of the Government Grant and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.

Clause 1(b)(xii), (xxxiv) & (xxxv) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :-
- (xii) Subject to Clause 9(c) of Section E of this Deed, to maintain, manage and keep in good repair and condition the Items.
- (xxxiv) Subject to Clause 9(b) of Section E of this Deed, to negotiate and agree with the Owner of the Government Accommodation the contribution to Management Charges payable in respect of those parts of the Government Accommodation liable to contribute to such sums pursuant to Special Condition (58)(a)(ii)(I)(C) of the Government Grant and any contributions received shall be credited by the Manager to the management account maintained pursuant to Clause 11 of Section J of this Deed.

Clause 1(n) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:
- (n) the costs of maintaining, repairing and operating the Items;

Clause 5 of Section D of the SDMC:

The Owners of Units in Phase III (save and except the Owner of the Phase III Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Phase III Items and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Phase III Items aforesaid.

Plan showing the location of the Government Accommodation as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

4. **Area for Access to and from the Mass Transit Railway Station**

Under Special Condition No.(40) of the Land Grant, the Grantee shall 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.

Relevant Provisions of the Land Grant:

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.

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 1(b)(vii) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned

to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

Plan showing the location of the area designated by the Grantee for access to and from the Mass Transit Railway Station as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 2 to Plan 8)

5. **Public Open Space**

Under Special Condition No.(52) of the Land Grant, the Grantee shall maintain the Public Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(b) and (c):

- (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.

Relevant Provisions of the PDMC:

Definitions of “Non-Station Development Common Areas” and “Public Open Space” in Section B of the PDMC:

“**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; 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 or the Owners Corporation 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 this Deed;

“**Public Open Space**” means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(b)(xvi) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area)

and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:
- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the

Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

6. Future Footbridge Associated Structures

Under Special Condition No.(53) of the Land Grant, the Grantee shall maintain the Future Footbridge Associated Structures after the erection, provision and construction thereof.

Relevant Provisions of the Land Grant:

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**”);
- (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.

Relevant Provisions of the PDMC:

Definition of “Footbridge Associated Structures” in Section B of the PDMC:

“**Footbridge Associated Structures**” means the structures constructed in accordance with Special Condition (53)(a) of the Government Grant;

Definition of “Non-Station Development Common Areas” in Section B of the PDMC

“**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; 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 or the Owners Corporation 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 this Deed;

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

The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

Clause 1(b)(vii) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

Plan showing the location of the Future Footbridge Associated Structures as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

7. 24-hours Pedestrian Walkway

Under Special Condition No.(53)(b) of the Government Grant, the Grantee shall maintain the 24-hours Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(53)(b)(iii), (iv) & (v):

- (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;

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

(iii) 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:

- (1) do not fall within the boundaries of any Phase;
- (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
- (3) 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.

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(b) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.
 - (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(d) and (z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance

of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;
- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the 24-hour Pedestrian Walkway as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 2 to Plan 8)

8. Covered Footbridge

Under Special Condition No.(54) of the Land Grant, the Grantee (excluding F.S.I. only) shall 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 Special Condition (54)(h).

Relevant Provisions of the Land Grant:

Special Condition No.(54):

- (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.

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

(iii) 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:

- (1) do not fall within the boundaries of any Phase;
- (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
- (3) 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.

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

9. Area for Access to and from the Indoor Recreation Centre

Under Special Condition No.(66) of the Land Grant, when the Indoor Recreation Centre at Section A of Tseung Kwan O Town Lot No.70 is in operation, the Grantee shall allow members the public freely and without payment of any nature whatsoever to go in, to, from, pass or through The Remaining Portion of Tseung Kwan O Town Lot No.70 for the purpose of gaining access to and egress from the Indoor Recreation Centre.

Relevant Provisions of the Land Grant:

Special Condition No.(66):

(b) 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;

Relevant Provisions of the PDMC:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**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; 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 or the Owners Corporation 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 this Deed;

Clause 18 of Section E of the PDMC:

The Owners shall upon demand by the Government grant 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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services and facilities Provided That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 2(e) of Part II of Second Schedule of the PDMC:

Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant 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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section

A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager’s right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 3(z) of Part II of Second Schedule to the PDMC:

Without prejudice to General Condition 5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation:-

- (z) the right upon demand by the Government to grant 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 Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it 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 Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary.

Plan showing the location of the area for access to and from the Indoor Recreation Centre as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 2 to Plan 8)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall 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 Special Condition No.(99)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(99)

- (a) The Grantee shall:-
 - (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.

Relevant Provisions of the PDMC:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

- 8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:
 - (i) 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;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment 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 in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

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

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Brown Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

11. Yellow Hatched Black Area

Under Special Condition No.(100) of the Land Grant, the Grantee shall 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 Special Condition No.(100)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(100):

- (a) The Grantee shall:-
- (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.

Relevant Provisions of the PDMC:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, 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 and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

- 8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:
- (i) 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;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment 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 in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined

in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

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

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:
- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by

MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Yellow Hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

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

C. Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

The size of the open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is not less than 2.3 hectares.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii), (b) and (c):

- (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:
- (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;

- (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.

Relevant Provisions of the PDMC:

Definitions of "Non-Station Development Common Areas" and "Public Open Space" in Section B of the PDMC:

"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; 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 or the Owners Corporation 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 this Deed;

"Public Open Space" means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, 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:

- (ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

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 this Section 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.

Clause 1(b)(xvi) of Section I of the PDMC:

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

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:
- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and

trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

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

D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 Sub. Leg. F)

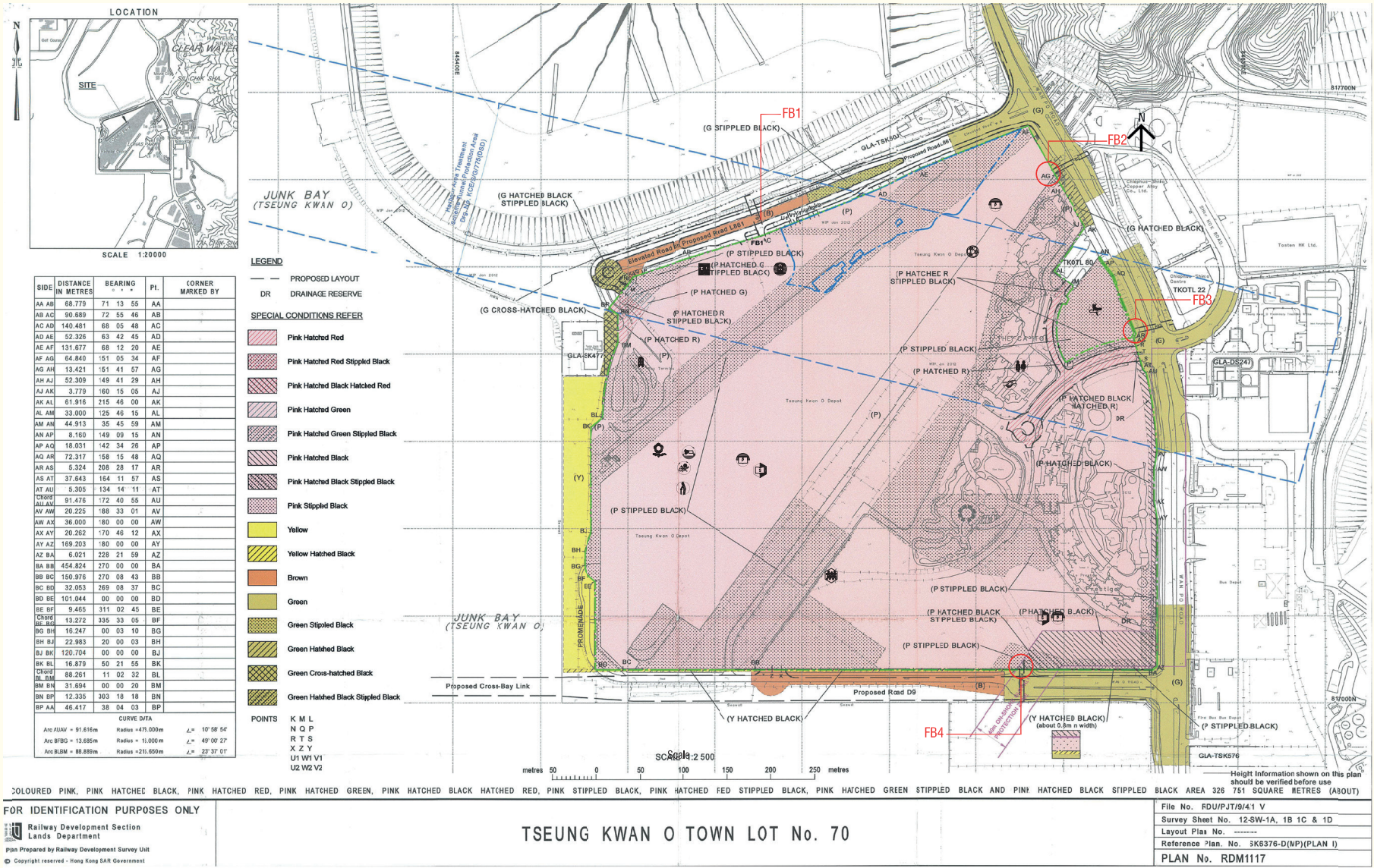
Not Applicable.

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in Paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant.

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

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

圖一 Plan 1

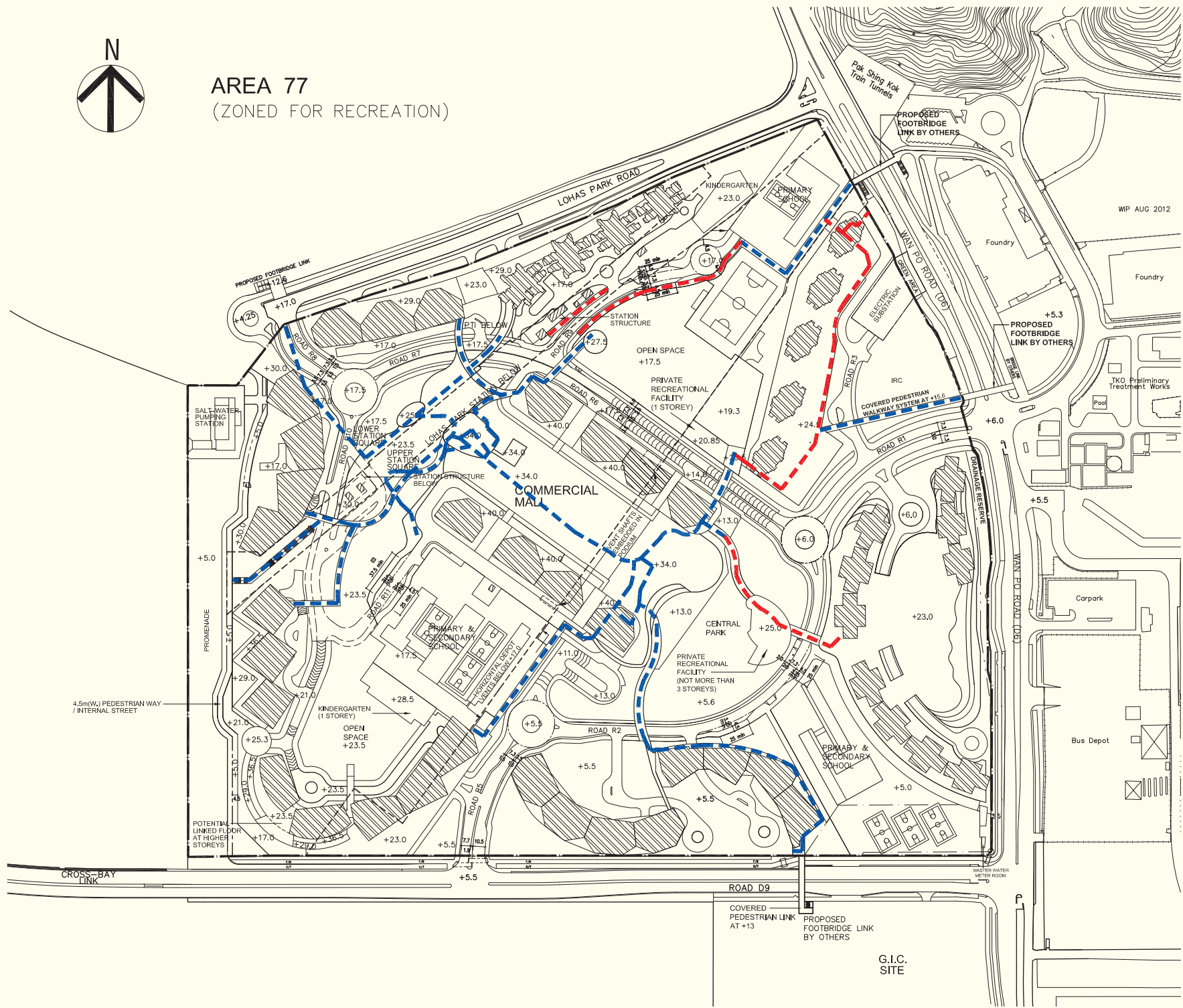


- Pink Hatched Green Area
粉紅色間綠斜線範圍
- Pink Hatched Green Stippled Black Area
粉紅色間綠斜線加黑點範圍
- Yellow Area
黃色範圍
- Yellow Hatched Black Area
黃色間黑斜線範圍
- Brown Area
棕色範圍
- Green Area
綠色範圍
- Green Stippled Black Area
綠色加黑點範圍
- Green Hatched Black Area
綠色間黑斜線範圍
- Green Cross-hatched Black Area
綠色間黑十字線範圍
- Green Hatched Black Stippled Area
綠色間黑斜線加黑點範圍

- FB1 Covered Footbridge
有蓋行人天橋
- Location of FB1 changed and reflected on the latest approved Master Layout Plan (MLP) approved under Planning Application No. A/TKO/98
FB1的位置於已批准並反映於已批准的發展項目總綱發展藍圖(規劃申請編號: A/TKO/98)中有所改變。
- Future Footbridge Associated Structures
擬建行人天橋相關結構

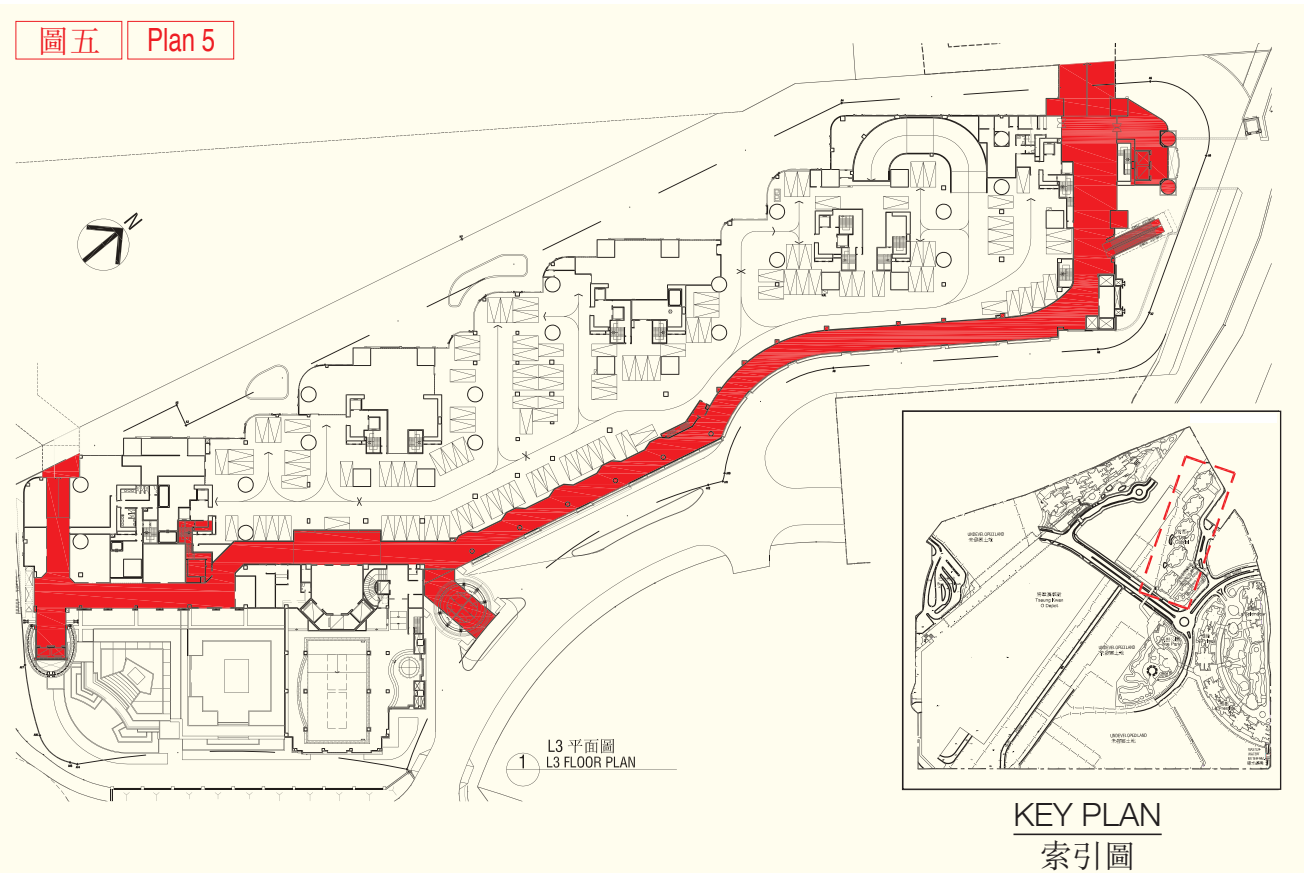
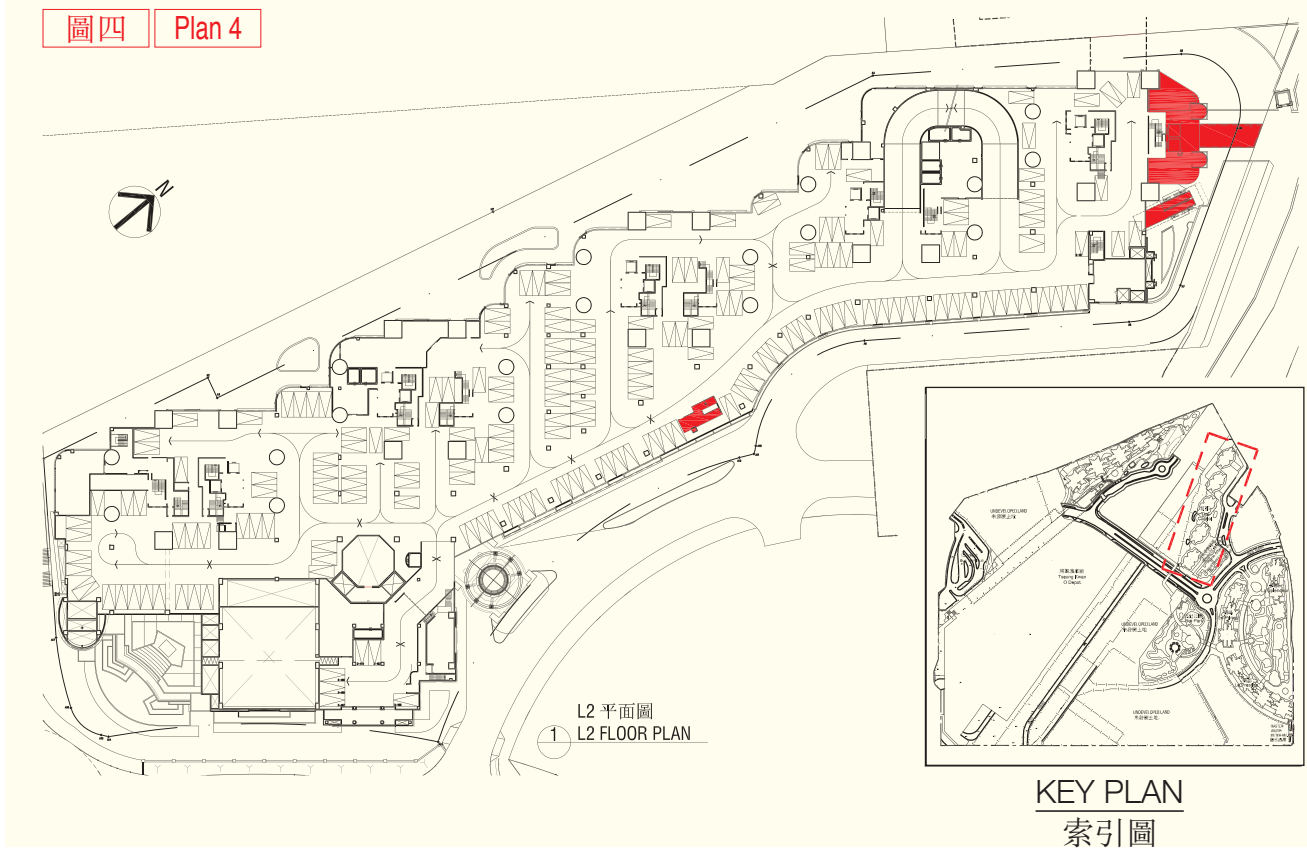
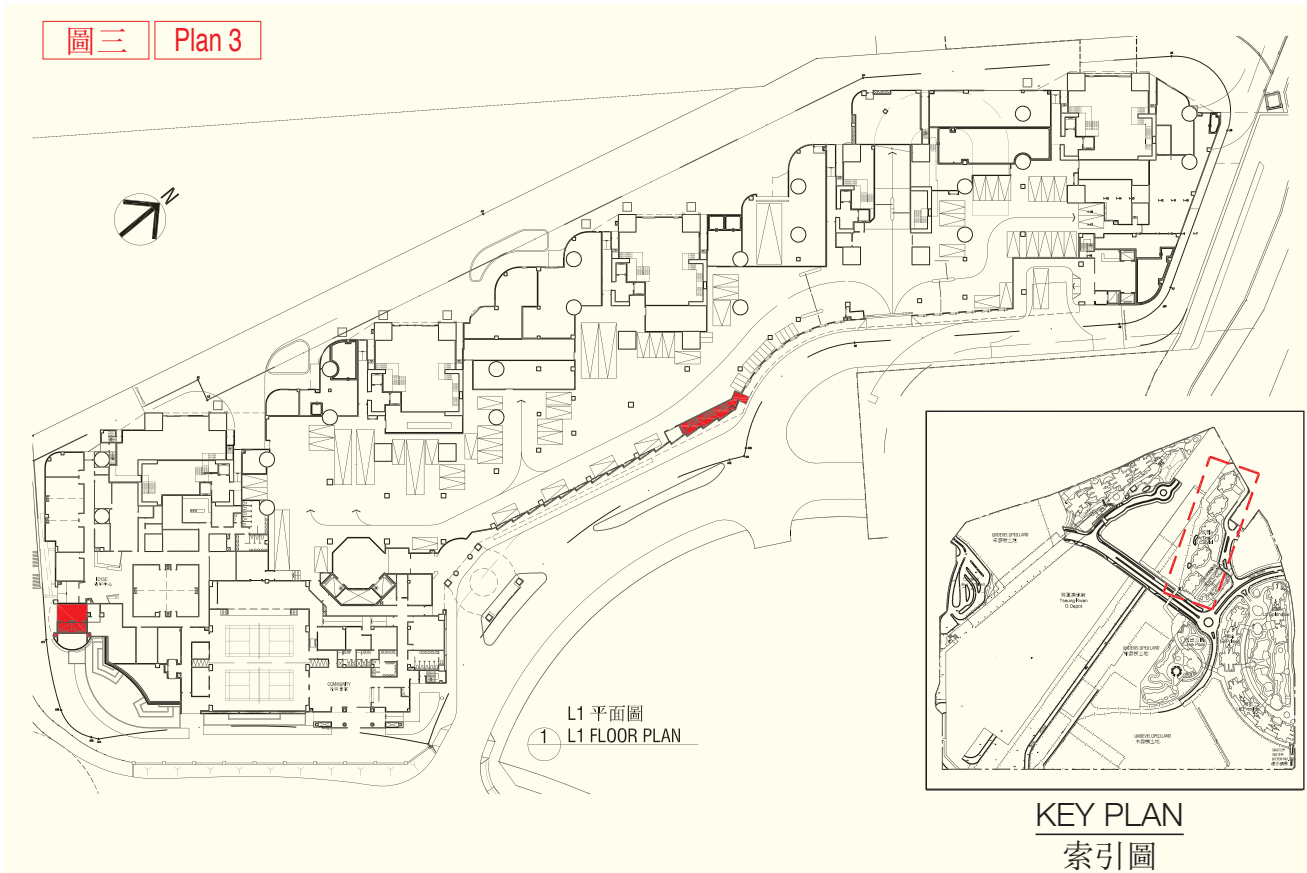
- Community Hall
社區會堂
- Permanent PTI
永久公共運輸交匯處
- Temporary PTI
臨時公共運輸交匯處
- Neighbourhood Elderly Centre replaced by Centre for Community Care and Support Services for the Elderly and reflected on the latest approved MLP under Planning Application No. A/TKO/98
長者鄰舍中心已被長者社區支援中心取代並反映於已批准的發展項目總綱發展藍圖(規劃申請編號: A/TKO/98)
- Social Centre for the Elderly replaced by Supported Hostel for Physically or Mentally Handicapped Persons and reflected on the latest approved MLP under Planning Application No. A/TKO/98
長者社交中心已被肢體傷殘人士或弱智人士輔助宿舍取代並反映於已批准的發展項目總綱發展藍圖(規劃申請編號: A/TKO/98)
- Integrated Children and Youth Services Centre
綜合青少年服務中心
- Integrated Family Services Centre deleted and reflected on the latest approved MLP under Planning Application No. A/TKO/98
綜合家庭服務中心已被刪除並反映於已批准的發展項目總綱發展藍圖(規劃申請編號: A/TKO/98)
- Day Nursery replaced by Early Education and Training Centre and reflected on the latest approved MLP under Planning Application No. A/TKO/98
日間托兒所已被早期教育及訓練中心取代並反映於已批准的發展項目總綱發展藍圖(規劃申請編號: A/TKO/98)
- Public Toilet
公共廁所
- Primary School
小學
- Secondary School
中學
- Soccer Pitch
足球場
- Indoor Recreation Centre
室內康樂中心
- Public Open Space (including Yellow Area) with a total area of not less than 2.3 hectares
公眾休憩用地(包括黃色範圍), 總面積不少於2.3公頃
- Boundary of the Development
本發展項目邊界
- Boundary of the Phase
本期數地界線

圖二 Plan 2



LEGEND 圖例

- As-built 24-hours Pedestrian Walkway and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre (approximate location only)
已建之24小時行人走道及往返「港鐵車站」之地方及往返「室內康樂中心」之地方 (只為大概的位置)
- Proposed 24-hours Pedestrian Walkway and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre
擬建之24小時行人走道及往返「港鐵車站」之地方及往返「室內康樂中心」之地方

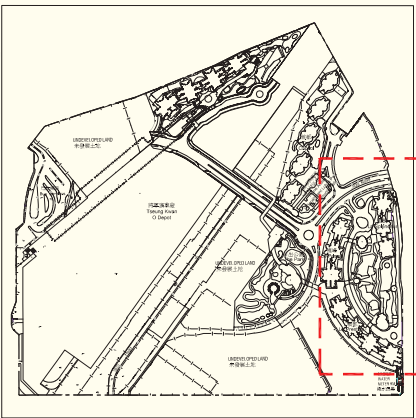
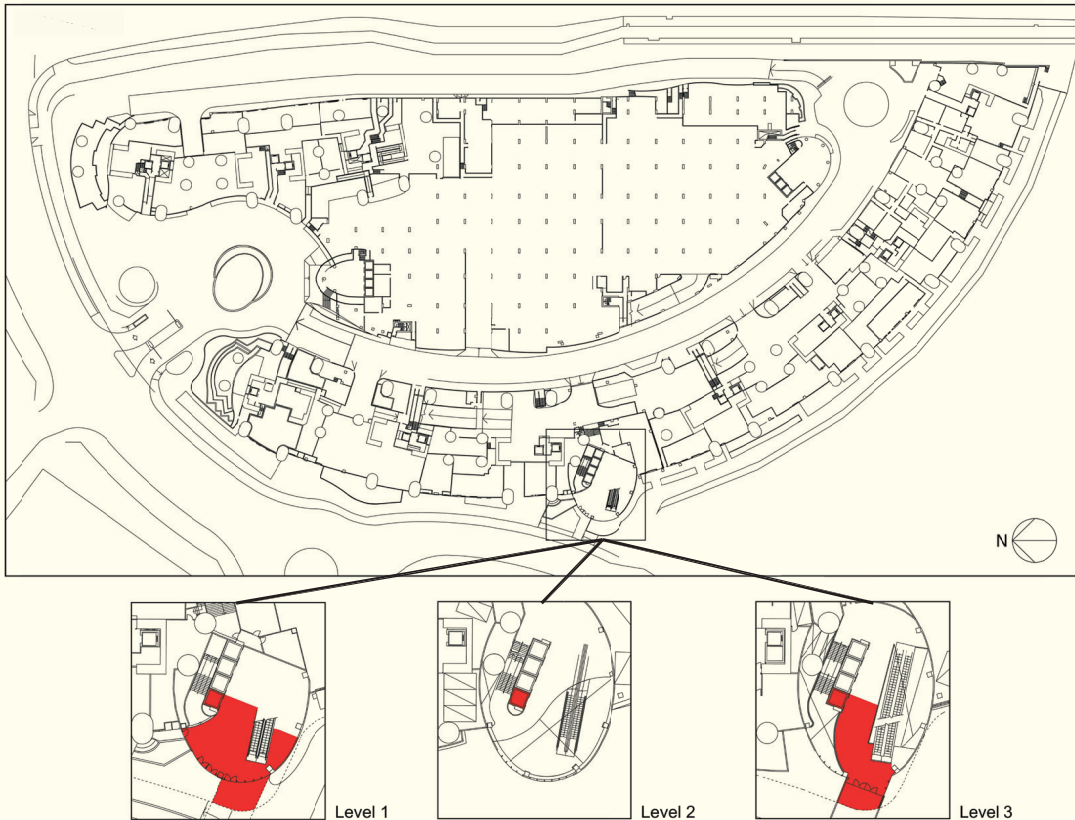


Legend 圖例

As-Built 24-hours Pedestrian Walkway and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre
已建之24小時行人走道及往返「港鐵車站」之地方及往返「室內康樂中心」之地方

0 10 20 30 METERS 米

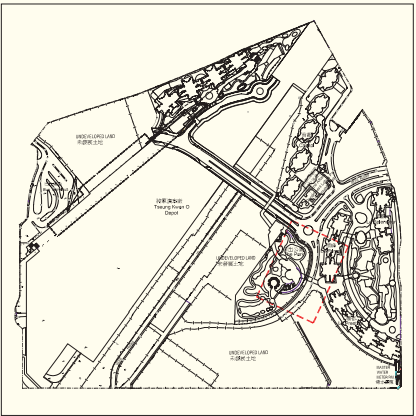
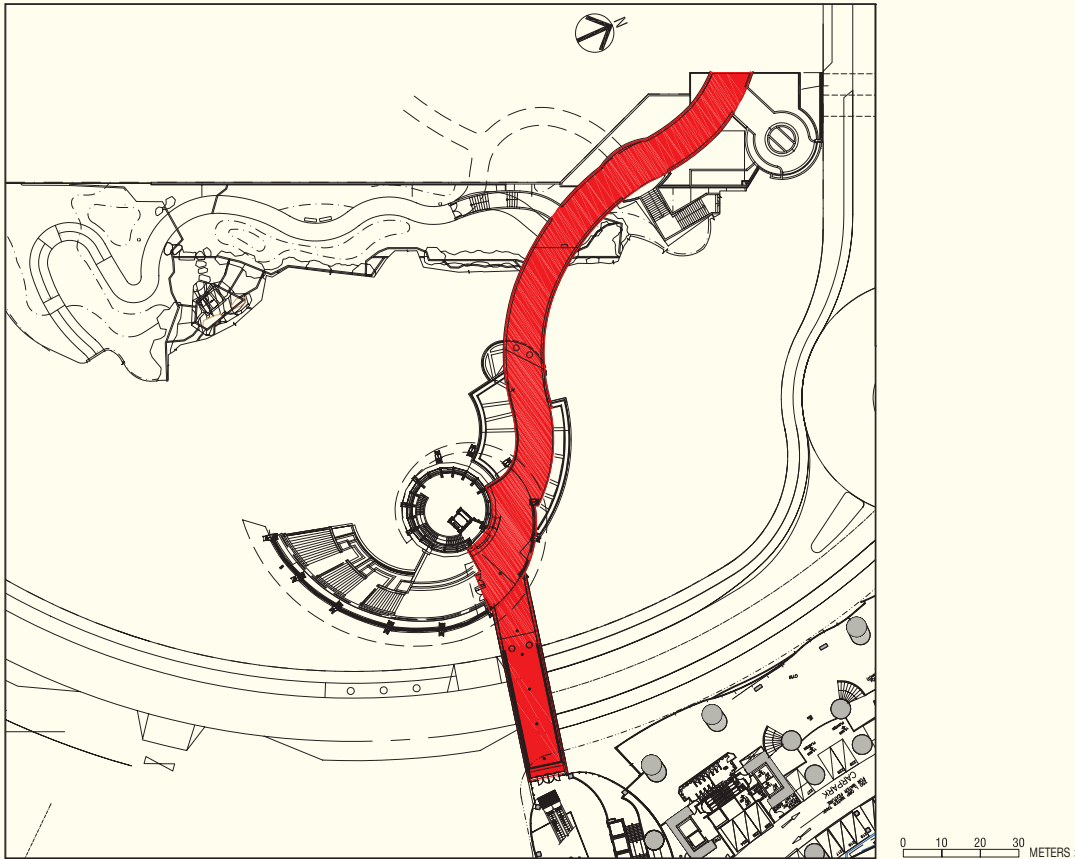
圖六 Plan 6



KEY PLAN
索引圖

0 5 10 15 METERS 米

圖七 Plan 7

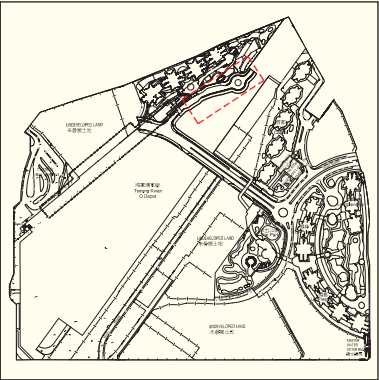
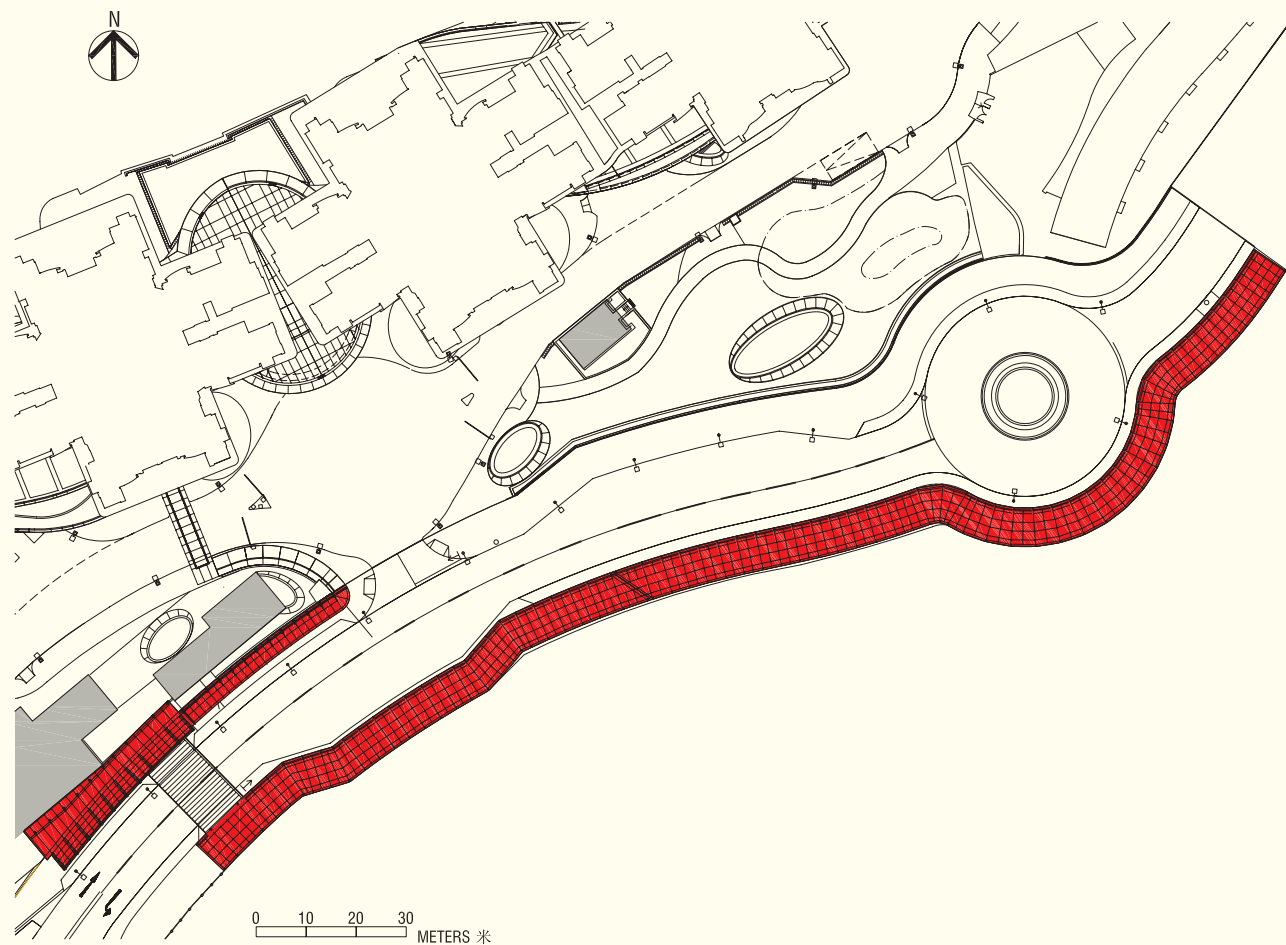


KEY PLAN
索引圖

Legend 圖例

- As-Built 24-hours Pedestrian Walkway and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre
已建之24小時行人走道及往返「港鐵車站」之地方及往返「室內康樂中心」之地方

圖八 Plan 8



KEY PLAN
索引圖

Legend 圖例

- As-Built 24-hours Pedestrian Walkway and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre
- 已建之24小時行人走道及往返「港鐵車站」之地方及往返「室內康樂中心」之地方

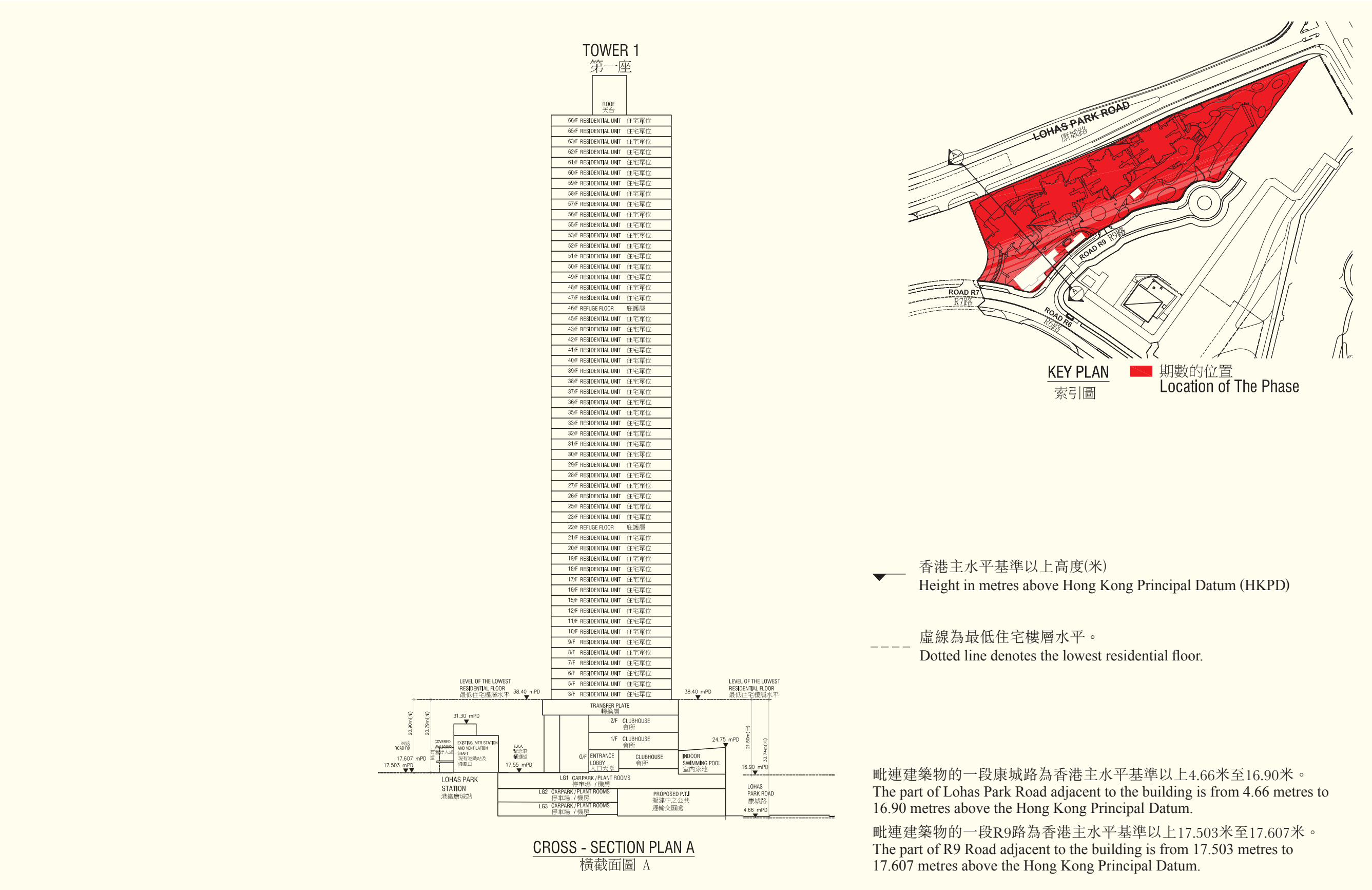
對買方的警告

Warning to purchasers

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

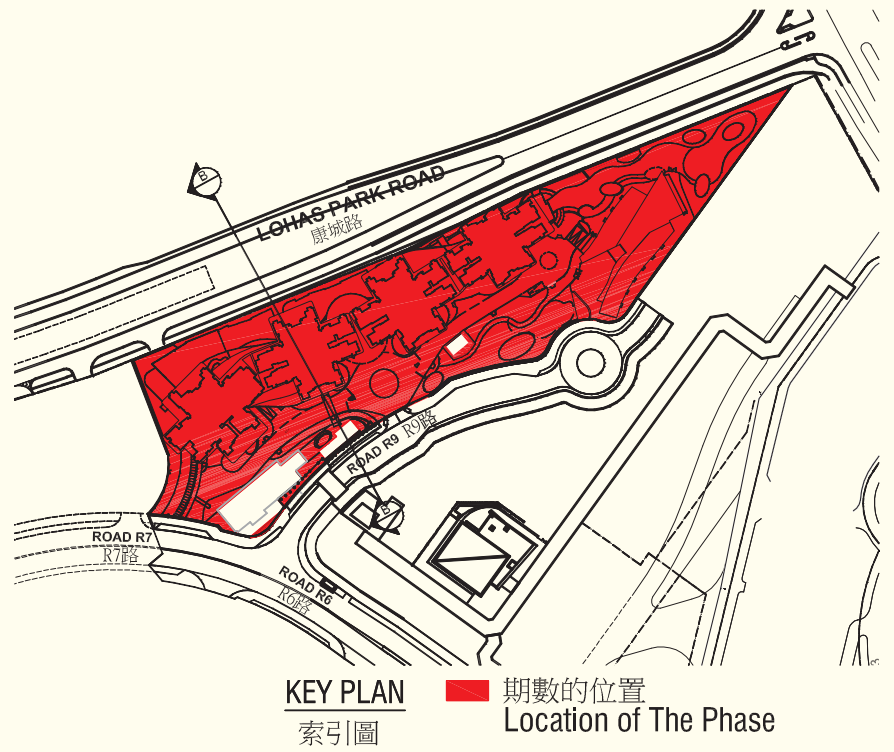
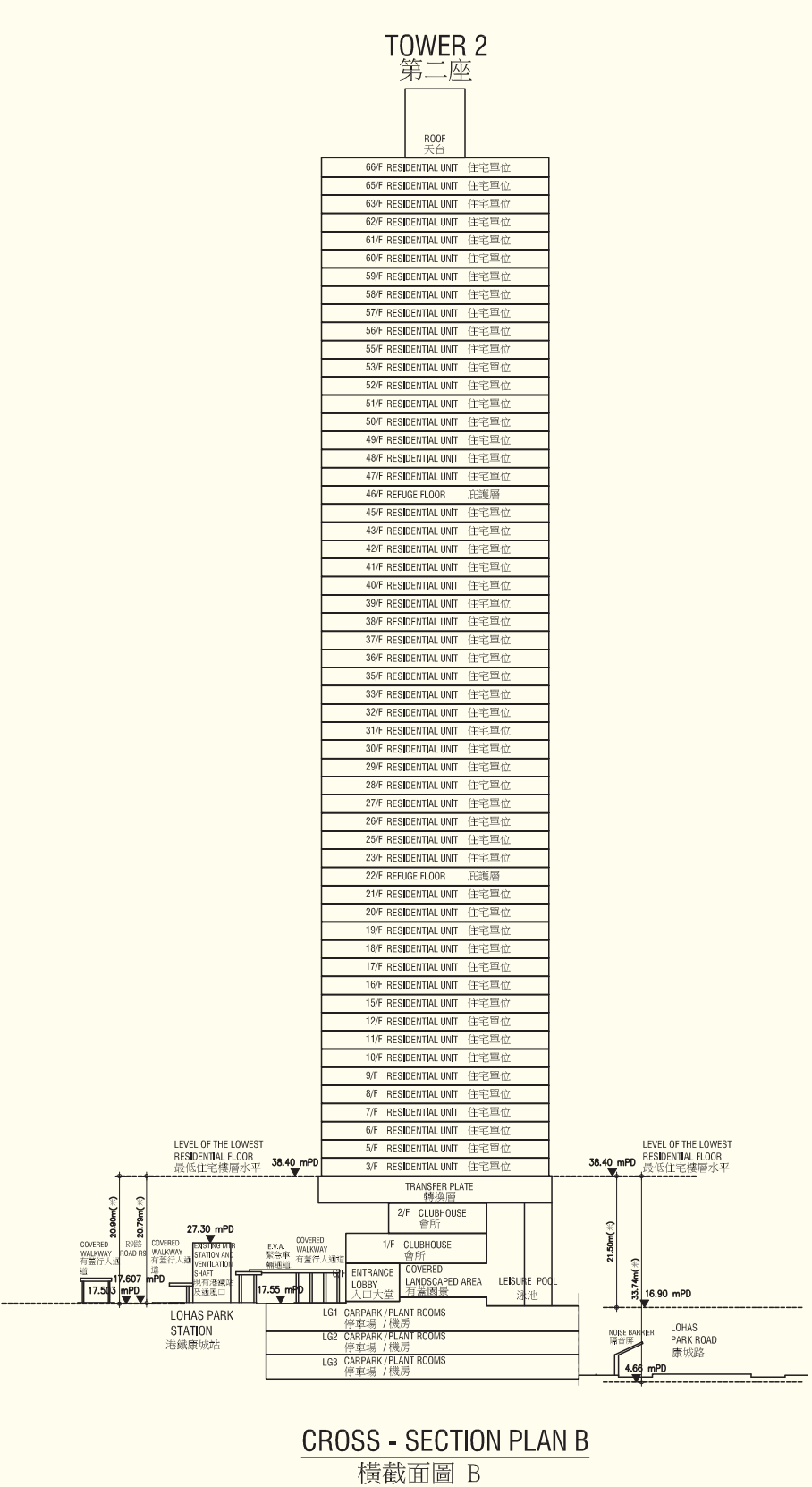
期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



香港主水平基準以上高度(米)
Height in metres above Hong Kong Principal Datum (HKPD)

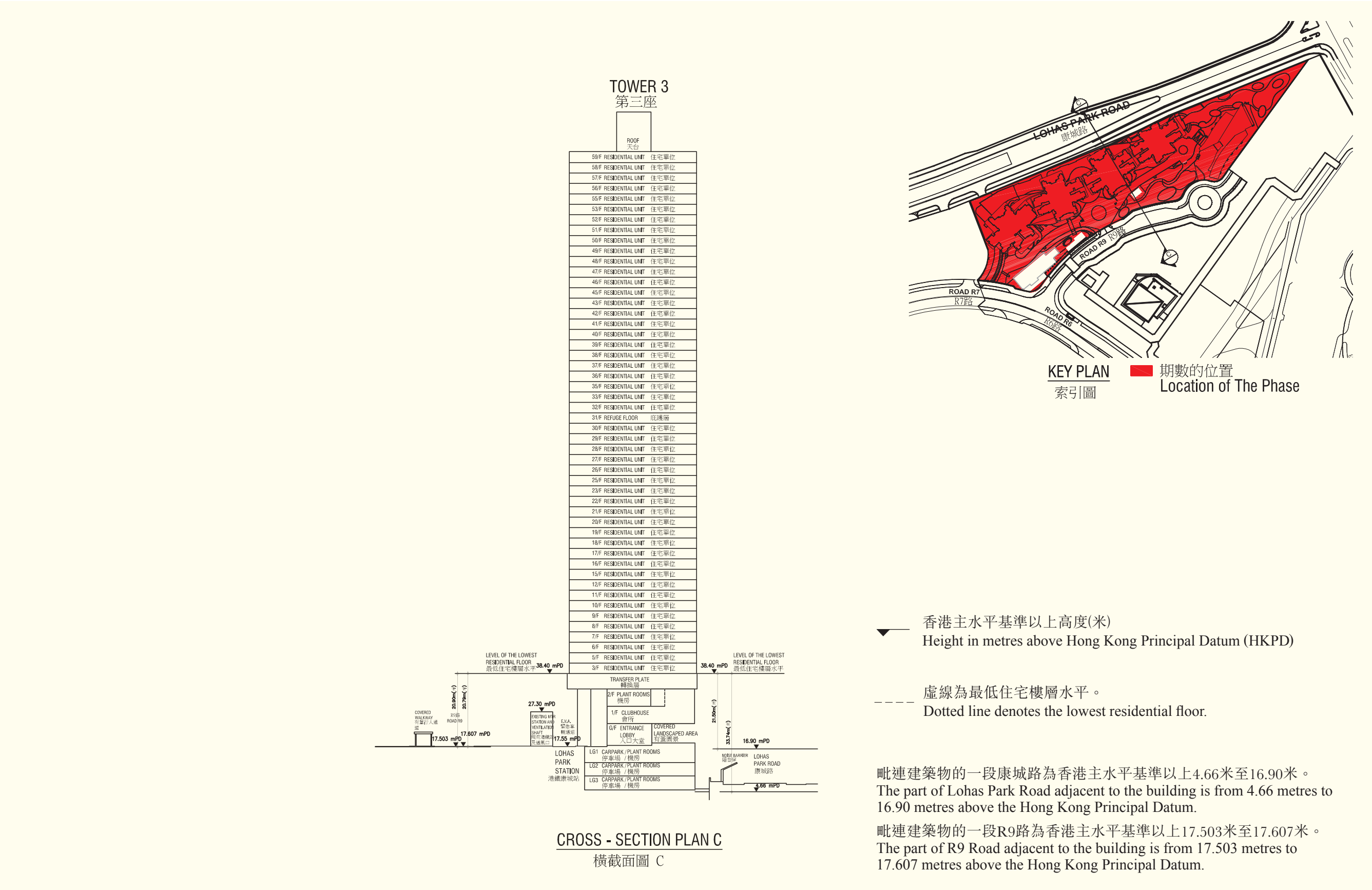
虛線為最低住宅樓層水平。
Dotted line denotes the lowest residential floor.

毗連建築物的一段康城路為香港主水平基準以上4.66米至16.90米。
The part of Lohas Park Road adjacent to the building is from 4.66 metres to 16.90 metres above the Hong Kong Principal Datum.

毗連建築物的一段R9路為香港主水平基準以上17.503米至17.607米。
The part of R9 Road adjacent to the building is from 17.503 metres to 17.607 metres above the Hong Kong Principal Datum.

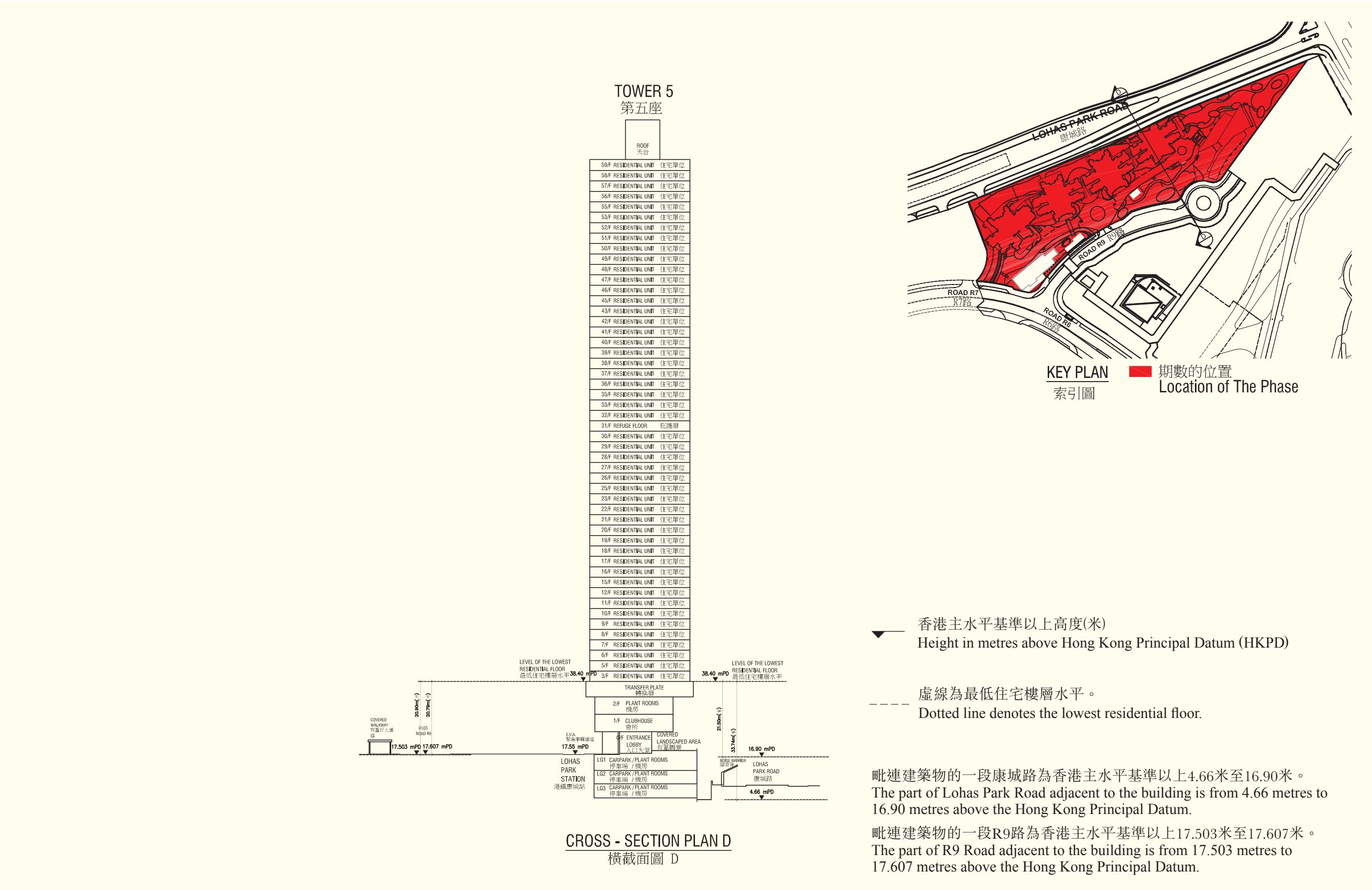
期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



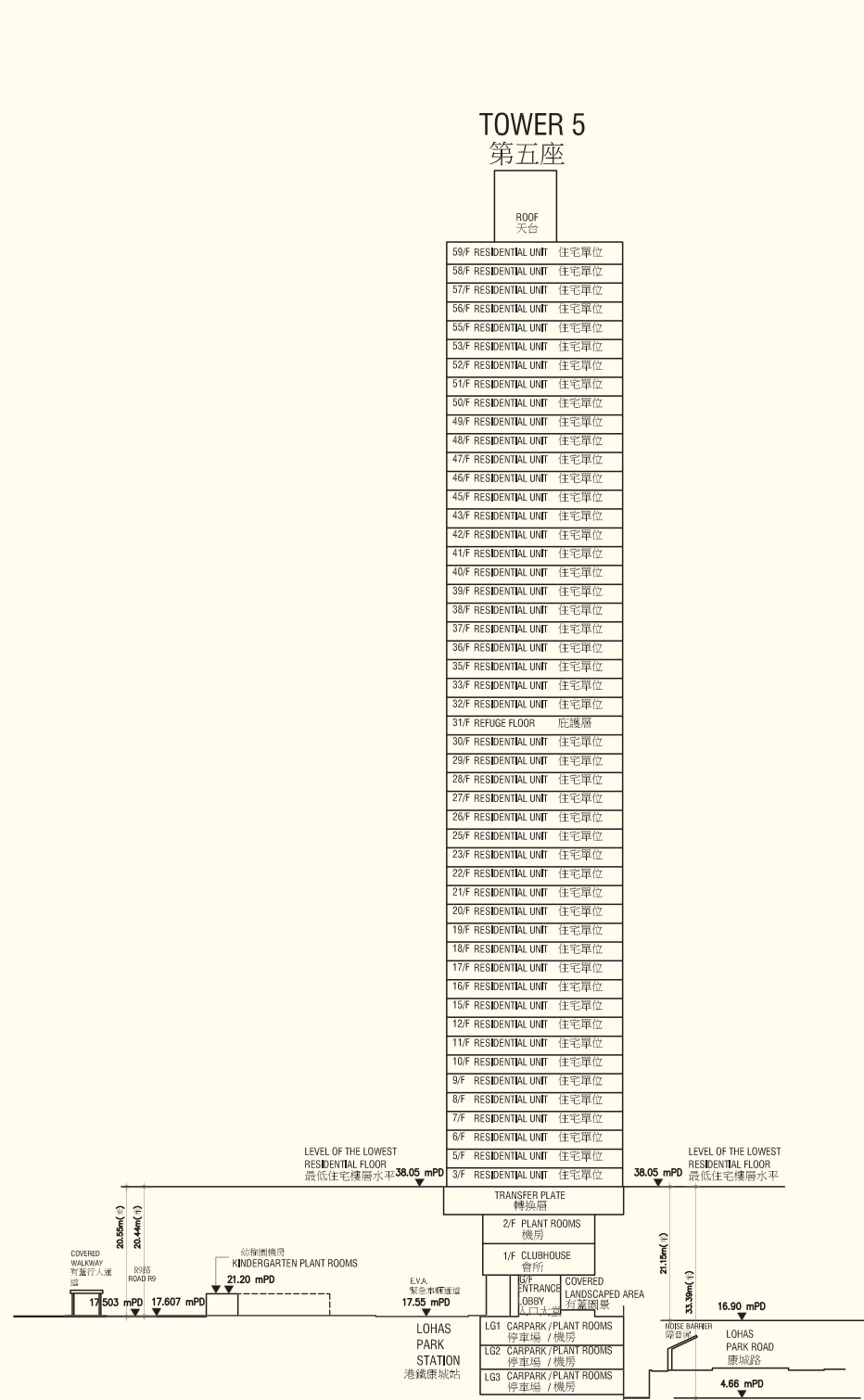
期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



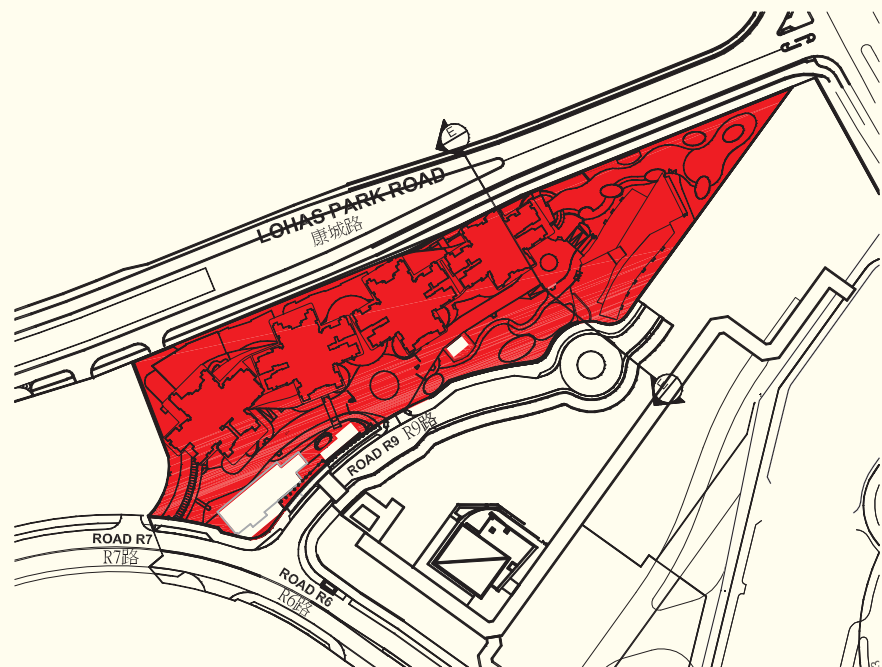
期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



CROSS - SECTION PLAN E

橫截面圖 E



KEY PLAN

索引圖

期數的位置

Location of The Phase

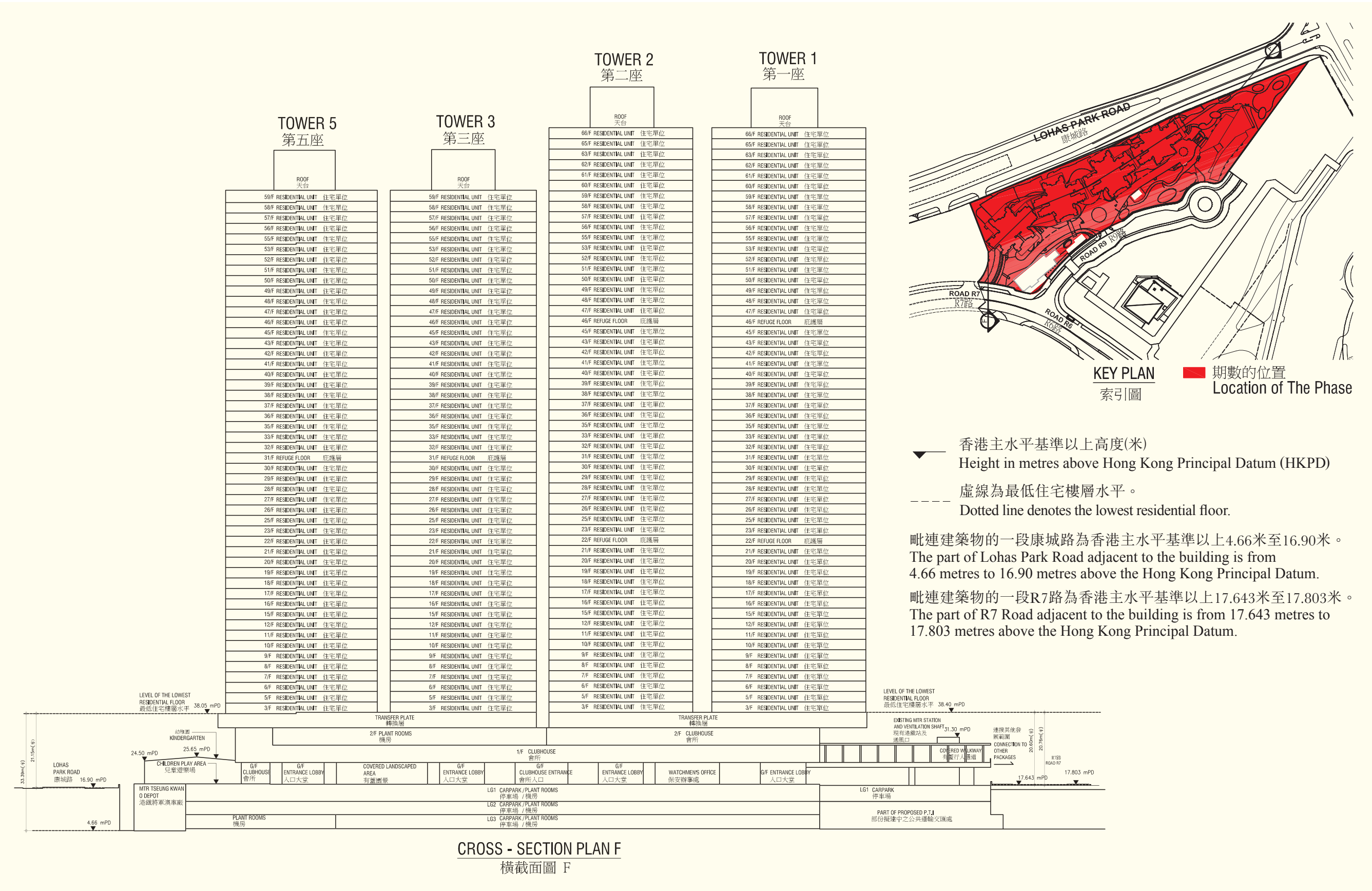
- 香港主水平基準以上高度(米)
- Height in metres above Hong Kong Principal Datum (HKPD)
- 虛線為最低住宅樓層水平。
- Dotted line denotes the lowest residential floor.

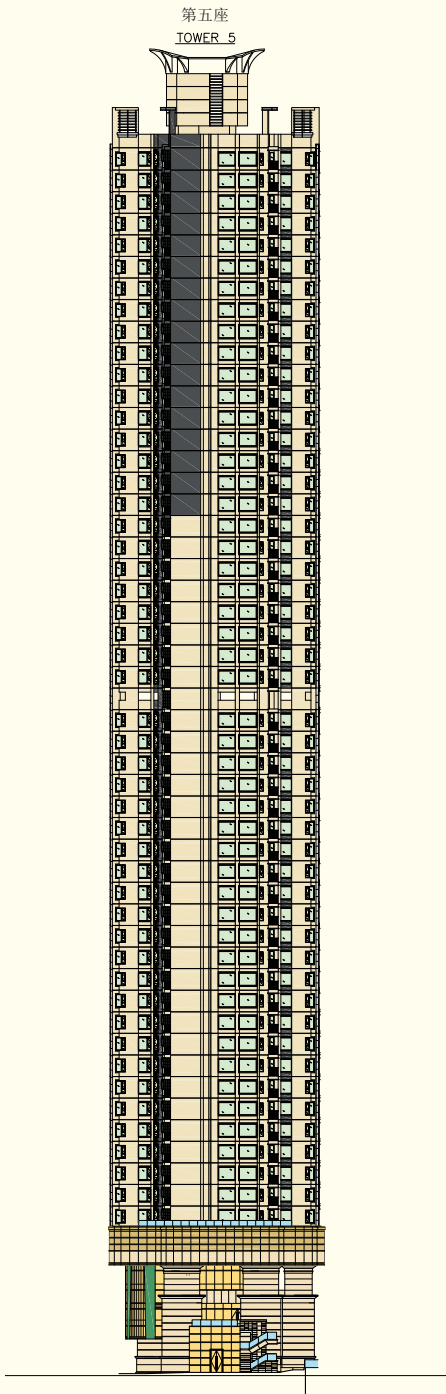
毗連建築物的一段康城路為香港主水平基準以上4.66米至16.90米。
The part of Lohas Park Road adjacent to the building is from 4.66 metres to 16.90 metres above the Hong Kong Principal Datum.

毗連建築物的一段R9路為香港主水平基準以上17.503米至17.607米。
The part of R9 Road adjacent to the building is from 17.503 metres to 17.607 metres above the Hong Kong Principal Datum.

期數中的建築物的橫截面圖

Cross-section plan of building in the Phase



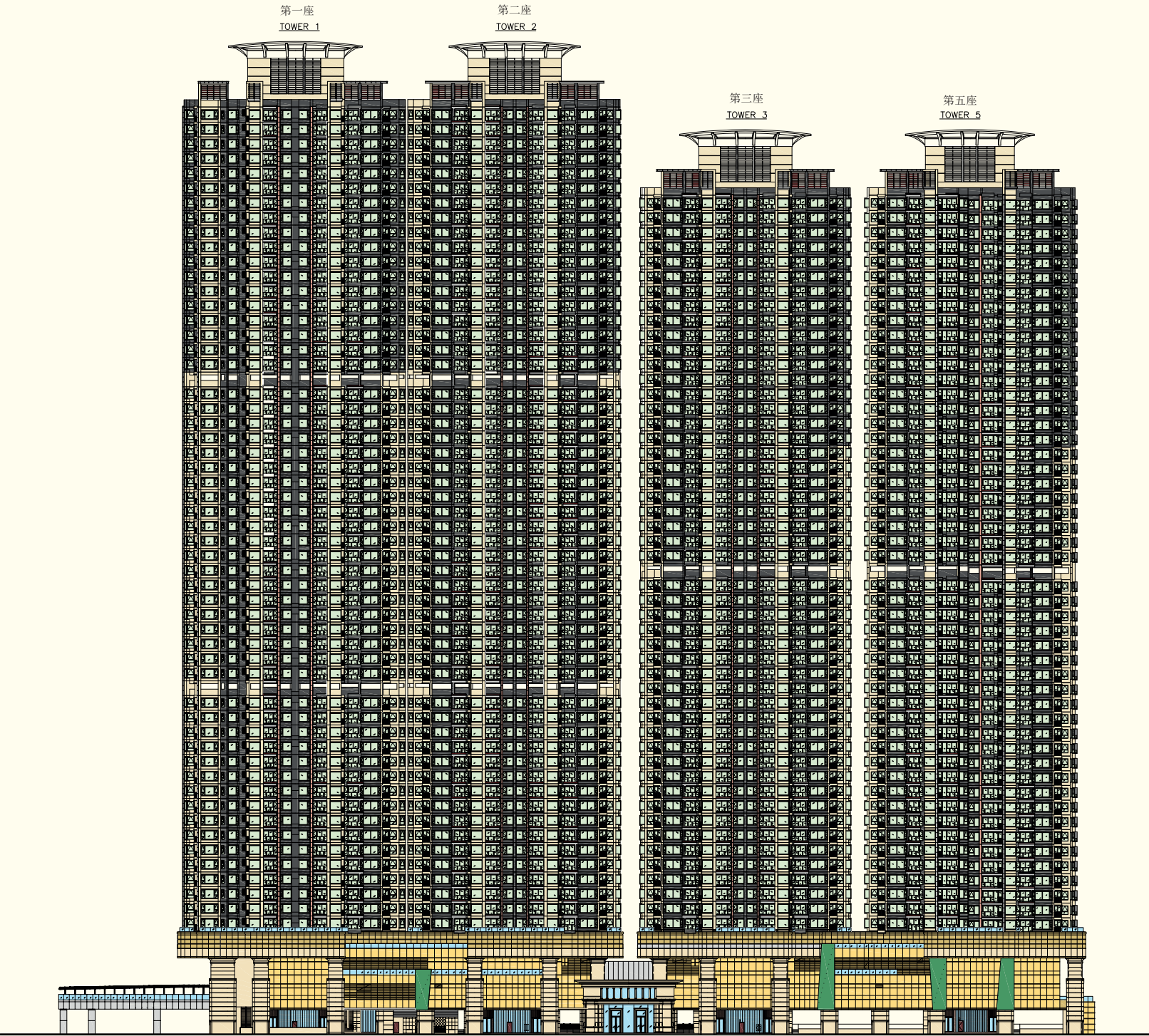


東面立面(面向環保大道)
EAST ELEVATION (FACING WAN PO ROAD)

備註：
期數的認可人士證明本圖所顯示的立面：
1. 以2014年12月18日期數經批准的建築圖則為基礎擬備；及
2. 大致上與該期數的外觀一致

Notes:
Authorized Person for the Phase certified that the elevations shown on this plan:
1. are prepared on the basis of the approved building plans for the Phase as of 18th December 2014; and
2. are in general accordance with the outward appearance of the Phase.

立面圖
Elevation Plan



南面立面(面向R9路)
SOUTH ELEVATION (FACING ROAD R9)

- 備註：
- 期數的認可人士證明本圖所顯示的立面：
- 1. 以2014年12月18日期數經批准的建築圖則為基礎擬備；及
 - 2. 大致上與該期數的外觀一致
- Notes:
- Authorized Person for the Phase certified that the elevations shown on this plan:
- 1. are prepared on the basis of the approved building plans for the Phase as of 18th December 2014; and
 - 2. are in general accordance with the outward appearance of the Phase.



備註：
期數的認可人士證明本圖所顯示的立面：

- 1. 以2014年12月18日期數經批准的建築圖則為基礎擬備；及
- 2. 大致上與該期數的外觀一致

Notes:
Authorized Person for the Phase certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Phase as of 18th December 2014; and
- 2. are in general accordance with the outward appearance of the Phase.

立面圖
Elevation Plan



北面立面(面向康城路)
NORTH ELEVATION (FACING LOHAS PARK ROAD)

備註：
期數的認可人士證明本圖所顯示的立面：
1. 以2014年12月18日期數經批准的建築圖則為基礎擬備；及
2. 大致上與該期數的外觀一致

Notes:
Authorized Person for the Phase certified that the elevations shown on this plan:
1. are prepared on the basis of the approved building plans for the Phase as of 18th December 2014; and
2. are in general accordance with the outward appearance of the Phase.