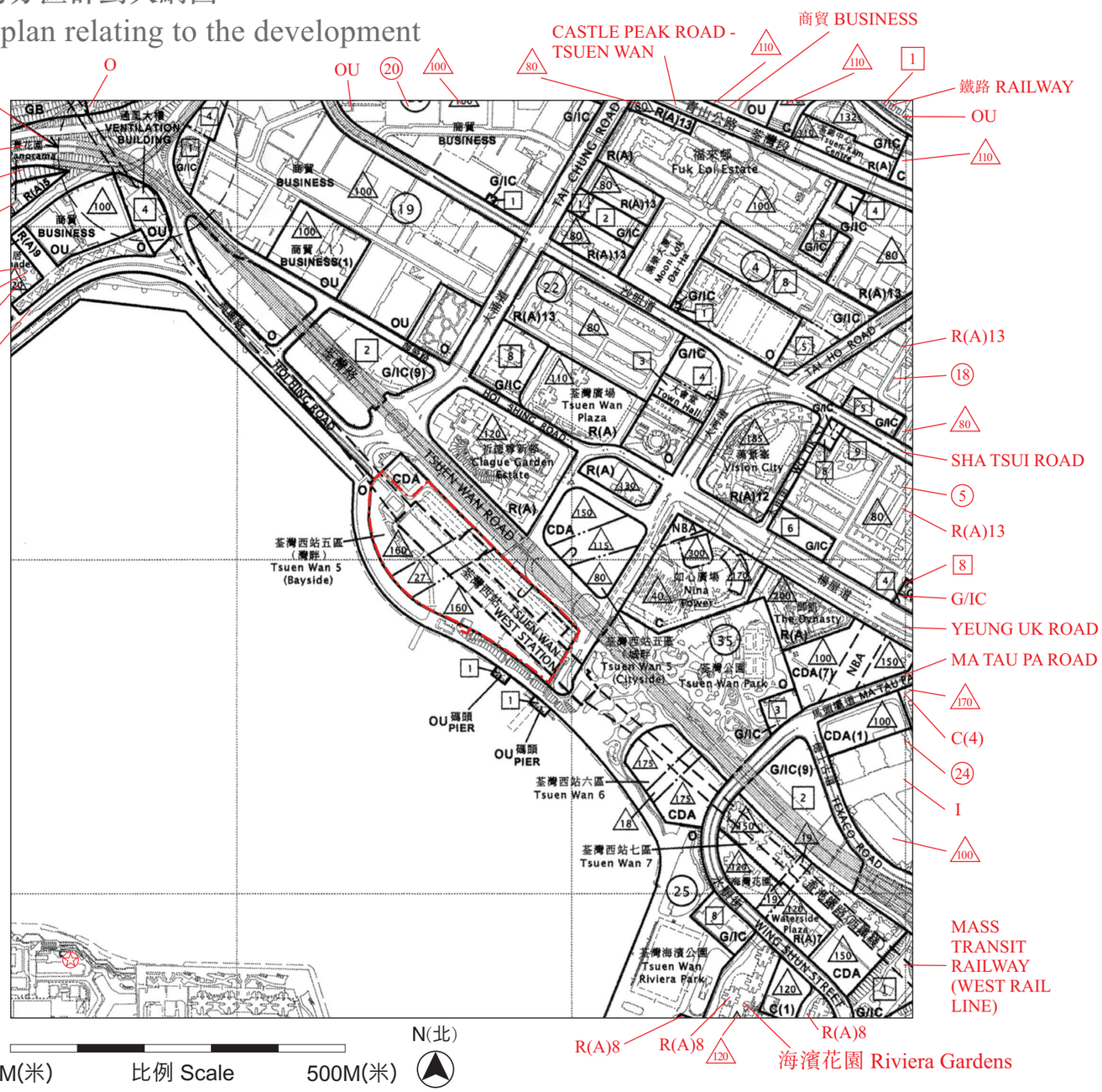
關乎發展項目的分區計劃大綱圖
Outline zoning plan relating to the development



㊣ 此地帶位於發展項目界線500米範圍以外，並納入青衣分區計劃大綱核准圖編號S/TY/28。
THE AREA FALLS OUTSIDE 500 METRES FROM THE BOUNDARY OF THE DEVELOPMENT AND IS COVERED BY THE APPROVED TSING YI OUTLINE ZONING PLAN NO. S/TY/28.

摘錄自憲報公佈日期為2017年4月28日之荃灣分區計劃大綱核准圖編號S/TW/33，經修正處理之處以紅色表示。

香港特別行政區政府地政總署測繪處©版權所有，未經許可，不得翻印。

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

在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。

賣方建議買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

Extracted from approved Tsuen Wan Outline Zoning Plan No. S/TW/33 gazetted on 28th April 2017, with adjustment where necessary as shown in red.

Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.

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

The latest updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.

The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

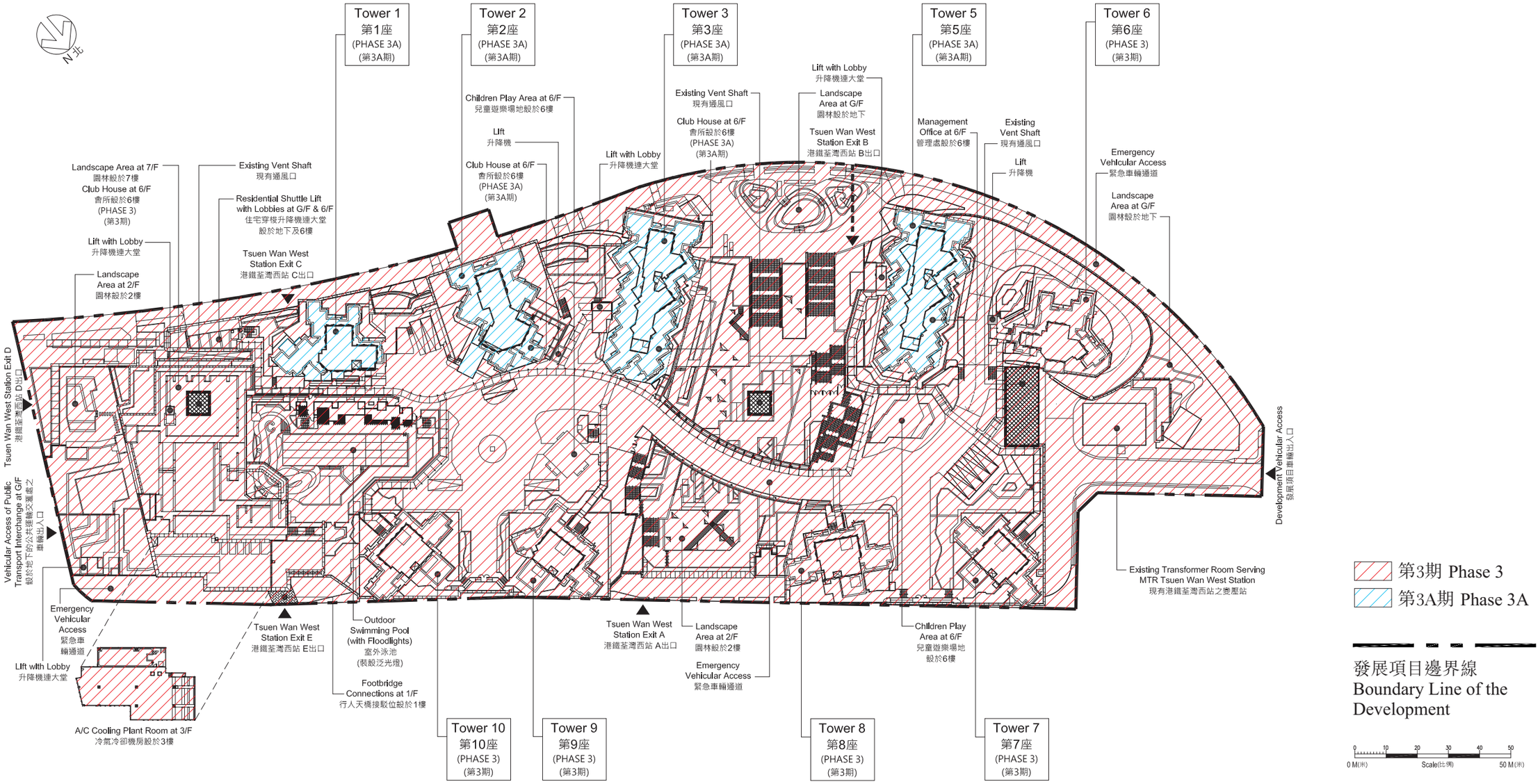
圖例 NOTATION

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

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

其他		MISCELLANEOUS
規劃範圍界線		BOUNDARY OF PLANNING SCHEME
規劃區編號	1	PLANNING AREA NUMBER
建築物高度管制區界線		BUILDING HEIGHT CONTROL ZONE BOUNDARY
最高建築物高度(在主水平基準上若干米)	100	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)
《註釋》內訂明最高建築物高度限制	★	MAXIMUM BUILDING HEIGHT RESTRICTION AS STIPULATED ON THE NOTES
最高建築物高度(樓層數目)	8	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)
加油站	P F S	PETROL FILLING STATION
非建築用地	NBA	NON-BUILDING AREA
發展項目邊界		BOUNDARY OF THE DEVELOPMENT

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



發展項目的認可人士提供的建築物及設施的預計落成日期：第3期(包括第6至10座及發展項目基座)：2018年4月30日；第3A期(包括第1至3座及5座)：2018年7月31日

備註1： 期數游泳池之周邊會裝設泛光燈以供應期數游泳池的照明(視乎情況需要)。

備註2： 組成發展項目一部分的港鐵荃灣西站上蓋有香港鐵路的通風口。

備註3： 期數內的每座大樓下方的發展項目低層基座樓宇的外牆可能設有背光招牌及裝飾照明。該等招牌及裝飾照明的位置可能不時改變。

THE ESTIMATED DATE OF COMPLETION OF THE BUILDING AND FACILITIES AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT: Phase 3 (including Towers 6 to 10 and the podium of the Development): 30th April 2018; Phase 3A (including Towers 1 to 3 and Tower 5): 31st July 2018

Note 1: Floodlights will be provided along the perimeter of the swimming pool of the Phase for its lighting as required.

Note 2: There are existing vent shafts for the Mass Transit Railway above Tsuen Wan West Station which forms part of the Development.

Note 3: There may be backlit signboard and decoration lighting at the external walls of the Podium at lower levels of the Development below each tower of the Phase. The location of such signboard, lighting may be changed from time to time.

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

GLOSSARY 詞彙表

A.BAL = Acoustic Balcony = 隔聲露台

A.BAL ABOVE = Acoustic Balcony Above = 於上方之隔聲露台

A.D. = Air Duct = 風管槽

A/C = Air-conditioner Platform = 冷氣機平台

A/C ABOVE = Air-conditioner Platform Above = 於上方之冷氣機平台

ACOUSTIC CLADDING = 隔聲掛板

ALUM. FEATURE = Aluminium Feature = 鋁質裝飾

B.R. = Bedroom = 睡房

BAL. = Balcony = 露台

BAL. ABOVE = Balcony Above = 於上方之露台

BATH = Bathroom = 浴室

C.L. = Cat Ladder = 爬梯

COVERED WALKWAY ABOVE = 上方有蓋之通道

DN. = Down = 落

DOG HOUSE = 罩室

DRENCHER PUMP RM. = Drencher Pump Room = 水簾泵房

DRENCHER PUMP & TANK RM. = Drencher Pump and Tank Room = 水簾泵及水缸房

ELECT. METER CABINET = Electrical Meter Cabinet = 電錶櫃

ELV. D. = Extra-low Voltage Cable Duct = 弱電槽

ELV / ELV ROOM = Extra-low Voltage Cable Room = 弱電房

EMR. / EMR = Electrical Meter Room = 電錶房

ENTRANCE LOBBY = 入口大堂

F.G.W. = Fixed Glass Window = 固定玻璃窗

F.S. INLET = Fire Service Inlet = 消防入水掣

FIREMAN'S LIFT LOBBY = 消防升降機大堂

FLAT ROOF (COMMON AREA) = 平台（公用地方）

H.R. = Hose Reel = 消防喉轆

KIT. = Kitchen = 廚房

LAMINATED GLASS PANE = 夾層窗戶玻璃

LAV = Lavatory = 洗手間

LAV. `1' FOR WATCHMEN & MANAGEMENT STAFF = Lavatory '1' for Watchmen and Management Staff = 看更及管理員洗手間

LIFT = 升降機

LIFT LOBBY = 升降機大堂

BUILDING LINE ABOVE = 上方建築物邊線

LIV. & DIN. = Living Room and Dining Room = 客廳及飯廳

LOCAL TBE ROOM = Local Telecommunication Broadcasting Equipment Room = 本地電訊及廣播設備房

M.B.R. = Master Bedroom = 主人睡房

OPEN KIT. = Open Kitchen = 開放式廚房

OPENABLE DOUBLE GLAZED WINDOW = 可打開之雙層玻璃窗

OPENABLE DOUBLE GLAZED WINDOW (12/F TO 21/F ONLY) = 可打開之雙層玻璃窗（只適用於12樓至21樓）

OPENABLE DOUBLE GLAZED WINDOW (11/F TO 18/F ONLY) = 可打開之雙層玻璃窗（只適用於11樓至18樓）

OPENABLE DOUBLE GLAZED WINDOW (11/F TO 20/F ONLY) = 可打開之雙層玻璃窗（只適用於11樓至20樓）

OPENABLE DOUBLE GLAZED WINDOW (11/F TO 21/F ONLY) = 可打開之雙層玻璃窗（只適用於11樓至21樓）

OPENABLE DOUBLE GLAZED WINDOW (11/F TO 22/F ONLY) = 可打開之雙層玻璃窗（只適用於11樓至22樓）

OPENABLE DOUBLE GLAZED WINDOW (11/F TO 23/F ONLY) = 可打開之雙層玻璃窗（只適用於11樓至23樓）

OPENABLE DOUBLE GLAZED WINDOW (12/F TO 20/F ONLY) = 可打開之雙層玻璃窗（只適用於12樓至20樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 30/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至30樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 32/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至32樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 37/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至37樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 39/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至39樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 40/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至40樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 43/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至43樓）

OPENABLE DOUBLE GLAZED WINDOW (27/F TO 47/F ONLY) = 可打開之雙層玻璃窗（只適用於27樓至47樓）

P.D. = Pipe Duct = 管道槽

PT. = Planter = 花槽

POWDER = 化妝室

R.C. ACOUSTIC FIN = Reinforced Concrete Acoustic Fin = 鋼筋混凝土隔聲鰭

R.C. DRENCHER WATER TANK = Reinforced Concrete Drencher Water Tank = 鋼筋混凝土水簾水缸

RAMP UP = 上斜道

ROOF = 天台

RSMRR = Refuse Storage and Material Recovery Room = 垃圾及物料回收室

SPAD = Staircase Pressurization Air Duct = 樓梯加壓風管槽

SPAR = Staircase Pressurization Fan Room = 樓梯加壓風櫃房

ST. = Store Room = 儲物房

UP = 上

UPPER PART OF R.C. DRENCHER WATER TANK = Upper Part of Reinforced Concrete Drencher Water Tank = 鋼筋混凝土水簾水缸之高位

UPPER PART OF STAIRCASE PRESSURIZATION FAN ROOM = 樓梯加壓風櫃房之高位

WMC / W.M.C. = Water Meter Cabinet = 水錶櫃

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

適用於本節各樓面平面圖之備註
Remarks applicable to the floor plans of this section:

1) 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
The dimensions of the floor plans are all structural dimensions in millimetre.

2) 露台為不可封閉之地方。
Balcony is a Non-enclosed Area.

3) 部分樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之一般建築圖則及其他相關圖則。
There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.

4) 部分住宅物業客廳、飯廳、睡房、走廊、浴室、洗手間、化妝室、儲物房、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。
There may be ceiling bulkheads or suspended ceiling at living room, dining room, bedroom, corridor, bathroom, lavatory, powder room, store room, open kitchen and/or kitchen of some residential properties for the air-conditioning system and/or conduits and/or Mechanical and Electrical services.

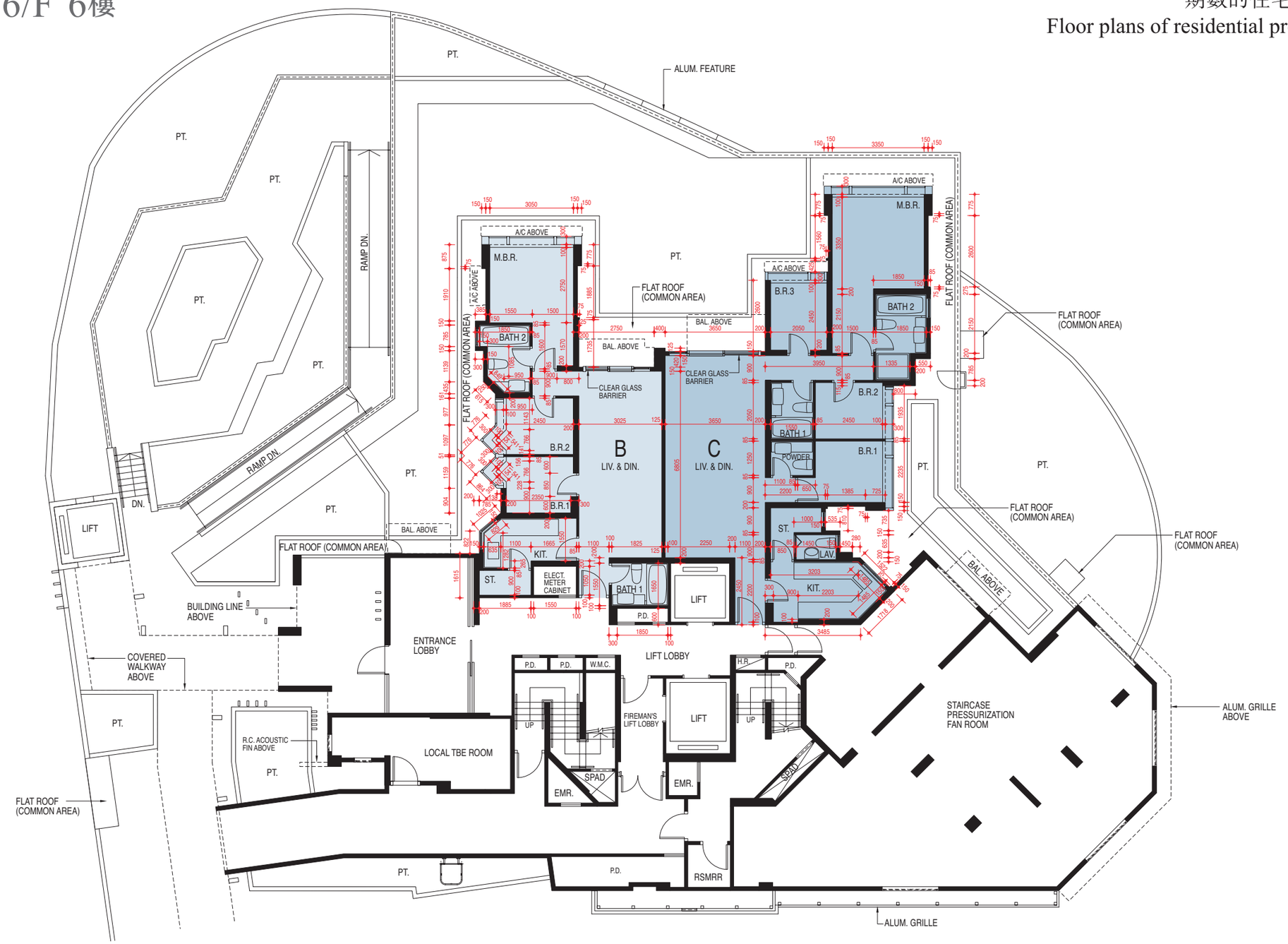
5) 部分/全部住宅物業有幕牆及/或非結構預製外牆。買賣合約之實用面積之計算包括幕牆及非結構預製外牆，並由幕牆及非結構預製外牆之外圍起計。
There are curtain walls and/or non-structural prefabricated external walls in some/all the residential properties. The Saleable Area as defined in the formal Agreement for Sale and Purchase of a residential property has included the curtain walls and non-structural prefabricated external walls and is measured from the exterior of such curtain walls and non-structural prefabricated external walls.

6) 部分單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要有差異。
The ceiling height of some units may vary due to structural, architectural and/or decoration design variations.

7) 樓面平面圖所示之裝置如洗滌盤、浴缸、坐廁及洗面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。
The indications of fittings such as sinks, bathtubs, toilet bowls and wash basins, etc shown on the floor plans are indications of their approximate locations only and not indications of their actual size, design or shapes.

8) 住宅單位的室外冷氣機放置在其上層下方的冷氣機平台。該等室外冷氣機的位置可能發出熱力及/或聲音。
The air-conditioner outdoor units serving the residential flat are placed on the air-conditioner platforms at lower part of its upper floor. The placement of these air-conditioner outdoor units may have heat and/or sound.

9) 在期數管理人安排於大廈外牆之必要維修進行期間，吊船將在該大廈的住宅物業之窗戶外及平台/天台上之空間運作。
During the necessary maintenance of the external walls of Tower arranged by Manager of the Phase, the gondola will be operating in the airspace outside windows of the residential properties and above flat roof/roof in such towers.


PT.
ALUM. FEATURE
RAMP DN.
RAMP DN.
DN.
LIFT
BUILDING LINE ABOVE
COVERED WALKWAY ABOVE
FLAT ROOF (COMMON AREA)
FLAT ROOF (COMMON AREA)
BAL. ABOVE
A/C ABOVE
M.B.R.
BATH 2
B.R.2
B.R.1
KIT.
ST.
ELECT. METER CABINET
B
LIV. & DIN.
C
LIV. & DIN.
CLEAR GLASS BARRIER
FLAT ROOF (COMMON AREA)
BAL. ABOVE
A/C ABOVE
M.B.R.
B.R.3
BATH 2
B.R.2
BATH 1
POWDER
B.R.1
ST.
LAV.
KIT.
FLAT ROOF (COMMON AREA)
FLAT ROOF (COMMON AREA)
BAL. ABOVE
BATH 1
LIFT
P.D.
ENTRANCE LOBBY
LIFT LOBBY
P.D.
P.D.
W.M.C.
H.R.
P.D.
UP
FIREMAN'S LIFT LOBBY
LIFT
UP
STAIRCASE PRESSURIZATION FAN ROOM
ALUM. GRILLE ABOVE
R.C. ACOUSTIC FIN ABOVE
LOCAL TBE ROOM
SPAD
EMR.
SPAD
EMR.
FLAT ROOF (COMMON AREA)
PT.
P.D.
RSMRR
ALUM. GRILLE
N (北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

每個住宅物業的層與層之間的高度：
第6座6樓B單位：3.5米、3.775米、3.85米
第6座6樓C單位：3.5米、3.7米、3.775米、3.85米

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

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

The floor-to-floor height of each residential property:
Flat B on 6/F of Tower 6: 3.5m, 3.775m, 3.85m
Flat C on 6/F of Tower 6: 3.5m, 3.7m, 3.775m, 3.85m

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

A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
M.B.R.
BATH 2
B.R.2
B.R.1
BATH 1
KIT.
ST.
LIFT
LIFT LOBBY
P.D.
RSMRR
A.D.
UP
DN.
BAL.
LAV.
B.R.3
POWDER
A/C
A/C ABOVE
COVERED WALKWAY
F.G.W.
R.C. ACOUSTIC FIN
FLAT ROOF (COMMON AREA)
ACOUSTIC CLADDING
SPAD ABOVE
ALUM. GRILLE
TOWER 6 - UPPER PART OF 7/F
N (北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
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"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第6座7樓A、B及D單位：150毫米及325毫米
第6座7樓C單位：150毫米

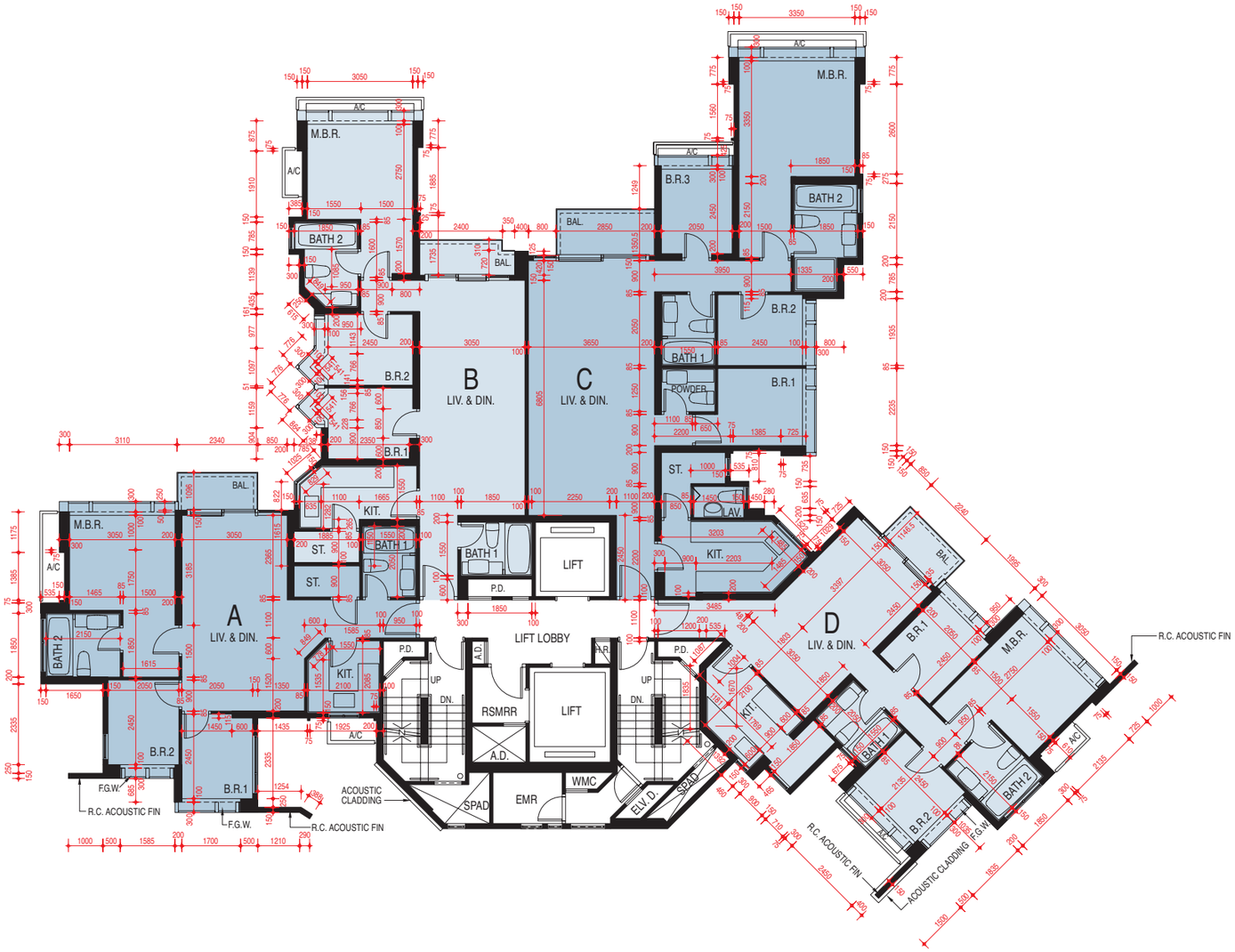
每個住宅物業的層與層之間的高度：2.975米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats A, B and D on 7/F of Tower 6: 150mm and 325mm
Flat C on 7/F of Tower 6: 150mm

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

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


A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
M.B.R.
B.R.1
B.R.2
B.R.3
BATH 1
BATH 2
POWDER
KIT.
ST.
LAV.
P.D.
LIFT
LIFT LOBBY
RSMRR
A.D.
UP
DN.
SPAD
EMR
WMC
ELV. D.
A/C
BAL.
F.G.W.
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
0M(米)
Scale(比例)
5M(米)
N(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第6座8樓至21樓A、B及D單位：150毫米及325毫米
第6座8樓至21樓C單位：150毫米

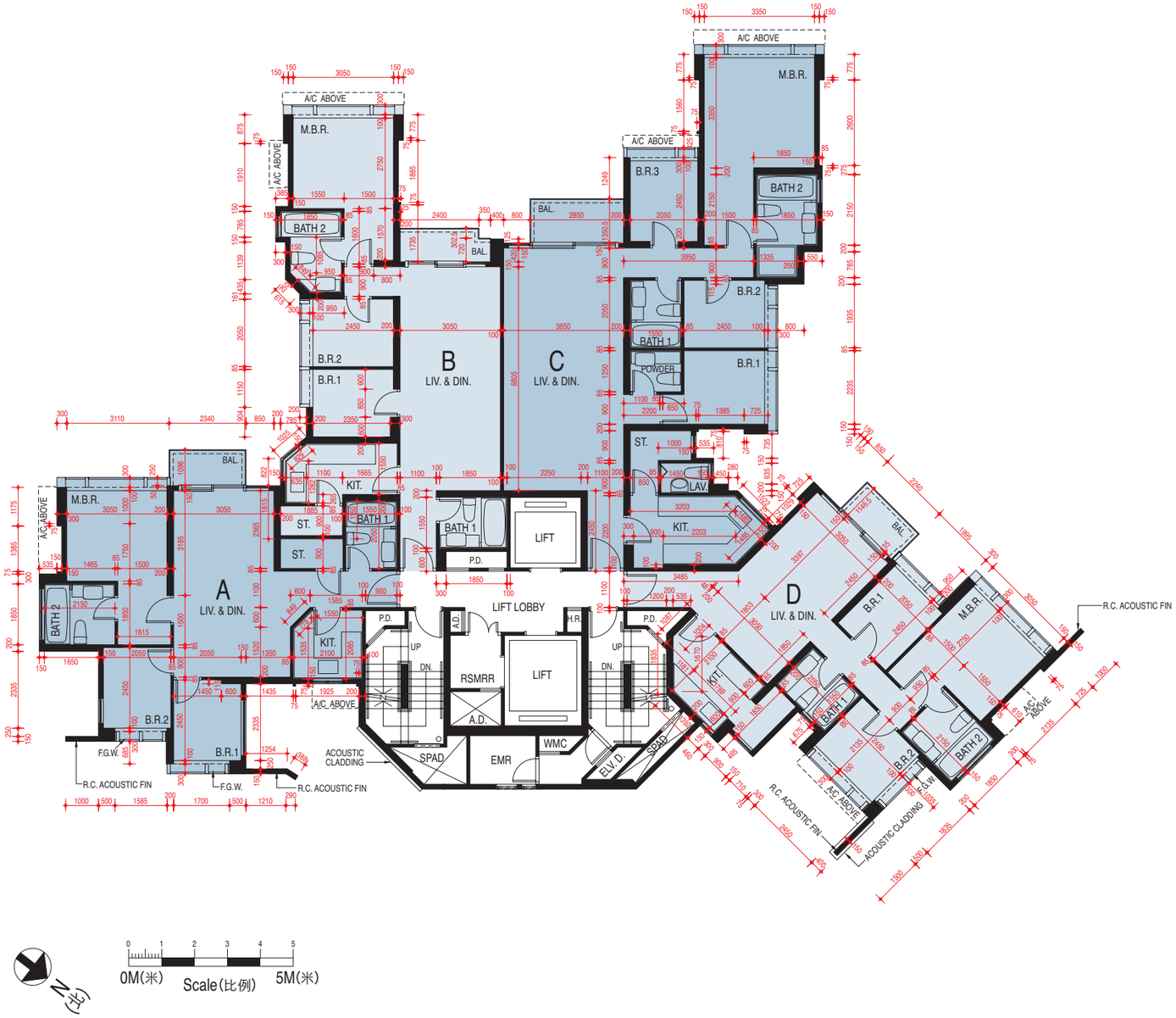
每個住宅物業的層與層之間的高度：
第6座8樓至20樓所有單位：2.975米
第6座21樓A、B及D單位：2.975米、3.225米、3.3米
第6座21樓C單位：2.975米、3.225米、3.3米、3.375米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats A, B and D from 8/F to 21/F of Tower 6: 150mm and 325mm
Flat C from 8/F to 21/F of Tower 6: 150mm

The floor-to-floor height of each residential property:
All flats from 8/F to 20/F of Tower 6: 2.975m
Flats A, B and D on 21/F of Tower 6: 2.975m, 3.225m, 3.3m
Flat C on 21/F of Tower 6: 2.975m, 3.225m, 3.3m, 3.375m

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


A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
M.B.R.
BATH 2
B.R.2
B.R.1
BAL.
KIT.
ST.
BATH 1
P.D.
LIFT
LIFT LOBBY
RSMRR
A.D.
H.R.
UP
DN.
EMR
WMC
SPAD
ELV. D.
F.G.W.
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
A/C ABOVE
B.R.3
BATH 1
POWDER
LAV.
0M(米)
Scale(比例)
5M(米)
N(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
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每個住宅物業的樓板(不包括灰泥)的厚度：
第6座23樓A、B及D單位：150毫米及325毫米
第6座23樓C單位：150毫米

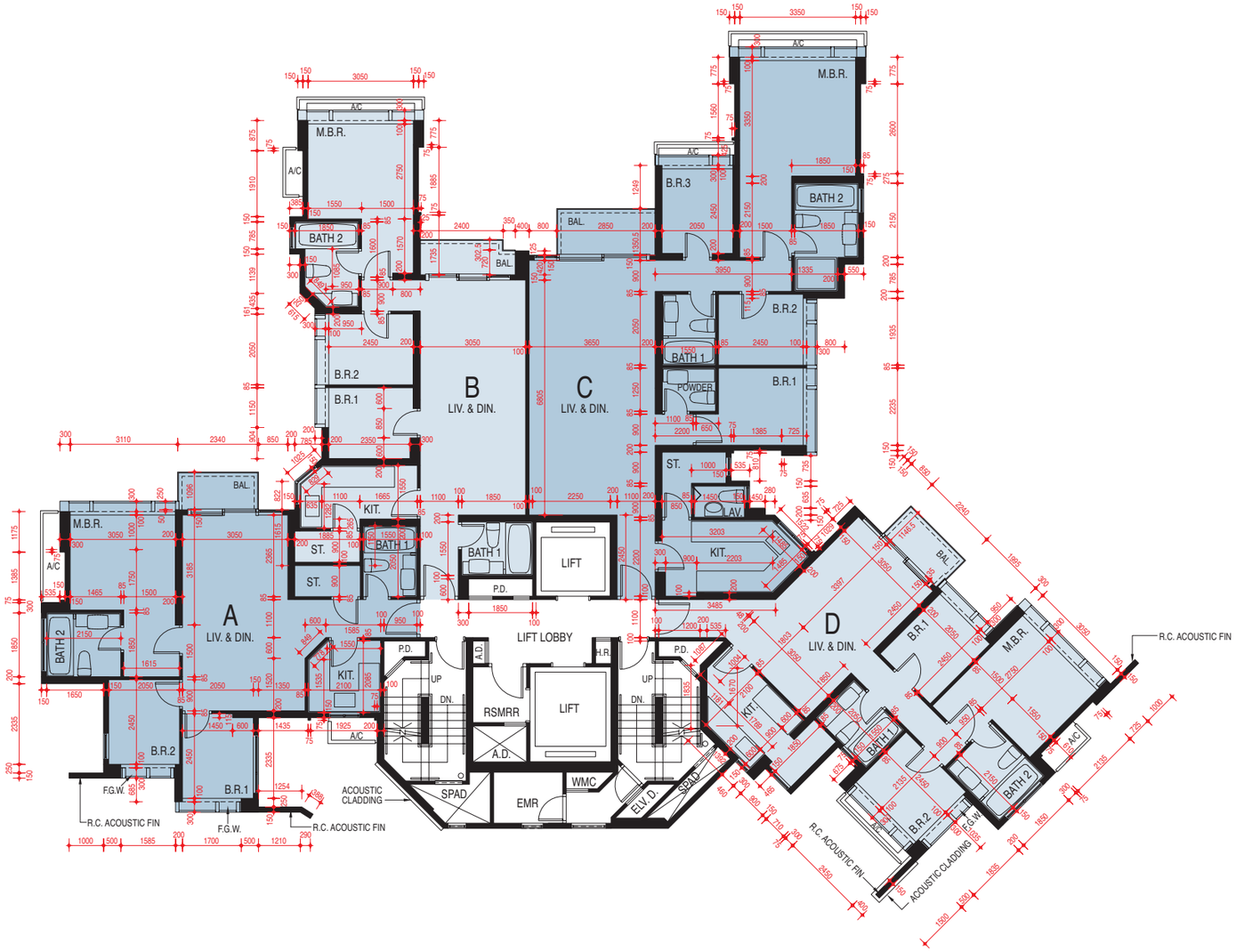
每個住宅物業的層與層之間的高度：2.975米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats A, B and D on 23/F of Tower 6: 150mm and 325mm
Flat C on 23/F of Tower 6: 150mm

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

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



N (北)

0M(米) Scale(比例) 5M(米)

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Flat C from 25/F to 49/F of Tower 6: 150mm

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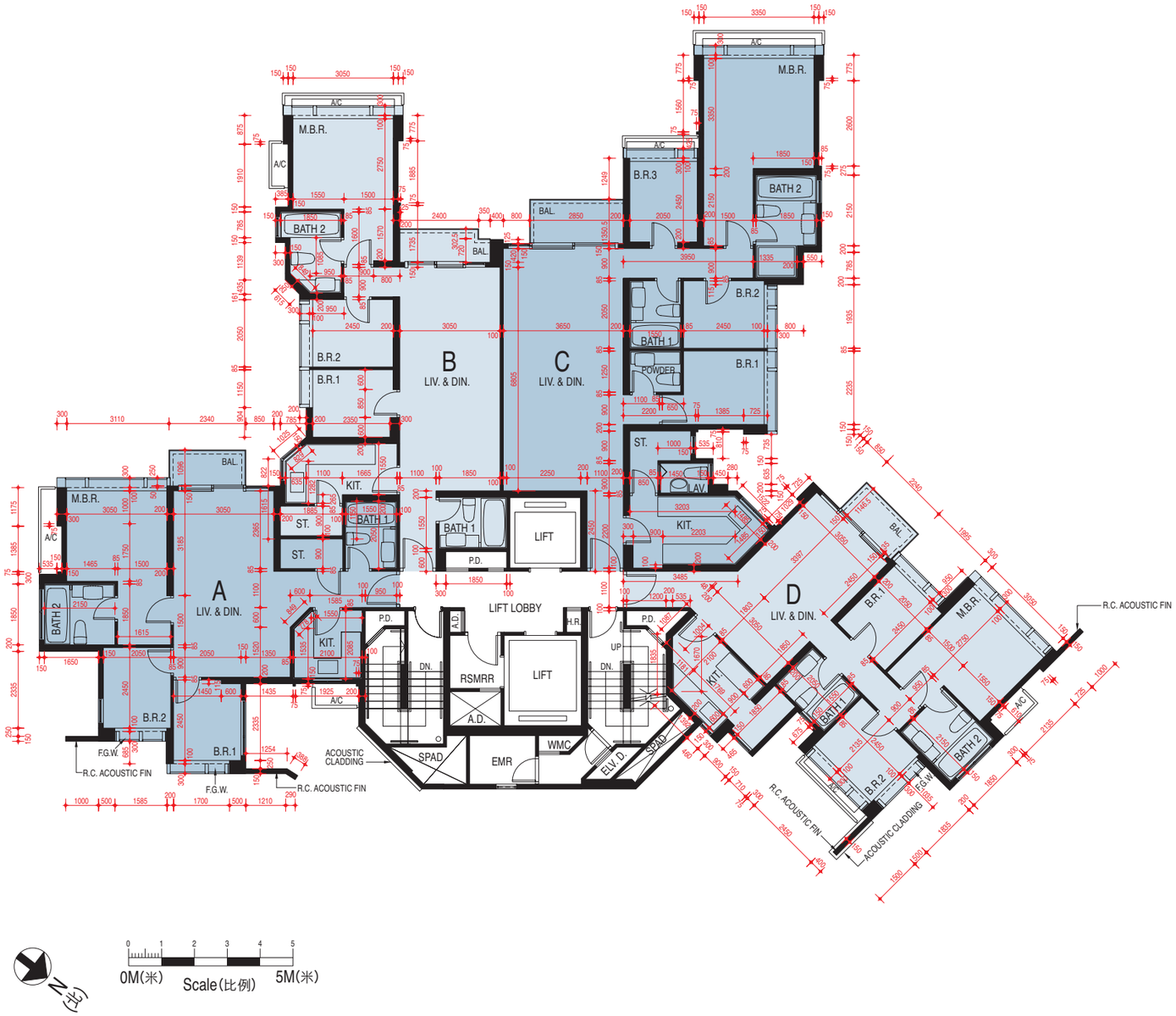
A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
M.B.R.
BATH 2
BATH 1
B.R.1
B.R.2
B.R.3
KIT.
ST.
LIFT
LIFT LOBBY
RSMRR
SPAD
EMR
WMC
ELV. D.
ACOUSTIC CLADDING
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Scale(比例)
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第6座50樓A、B及D單位：150毫米及325毫米
第6座50樓C單位：150毫米

每個住宅物業的層與層之間的高度：
第6座50樓A、B及D單位：2.975米、3.225米、3.3米
第6座50樓C單位：2.975米、3.225米、3.3米、3.375米

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

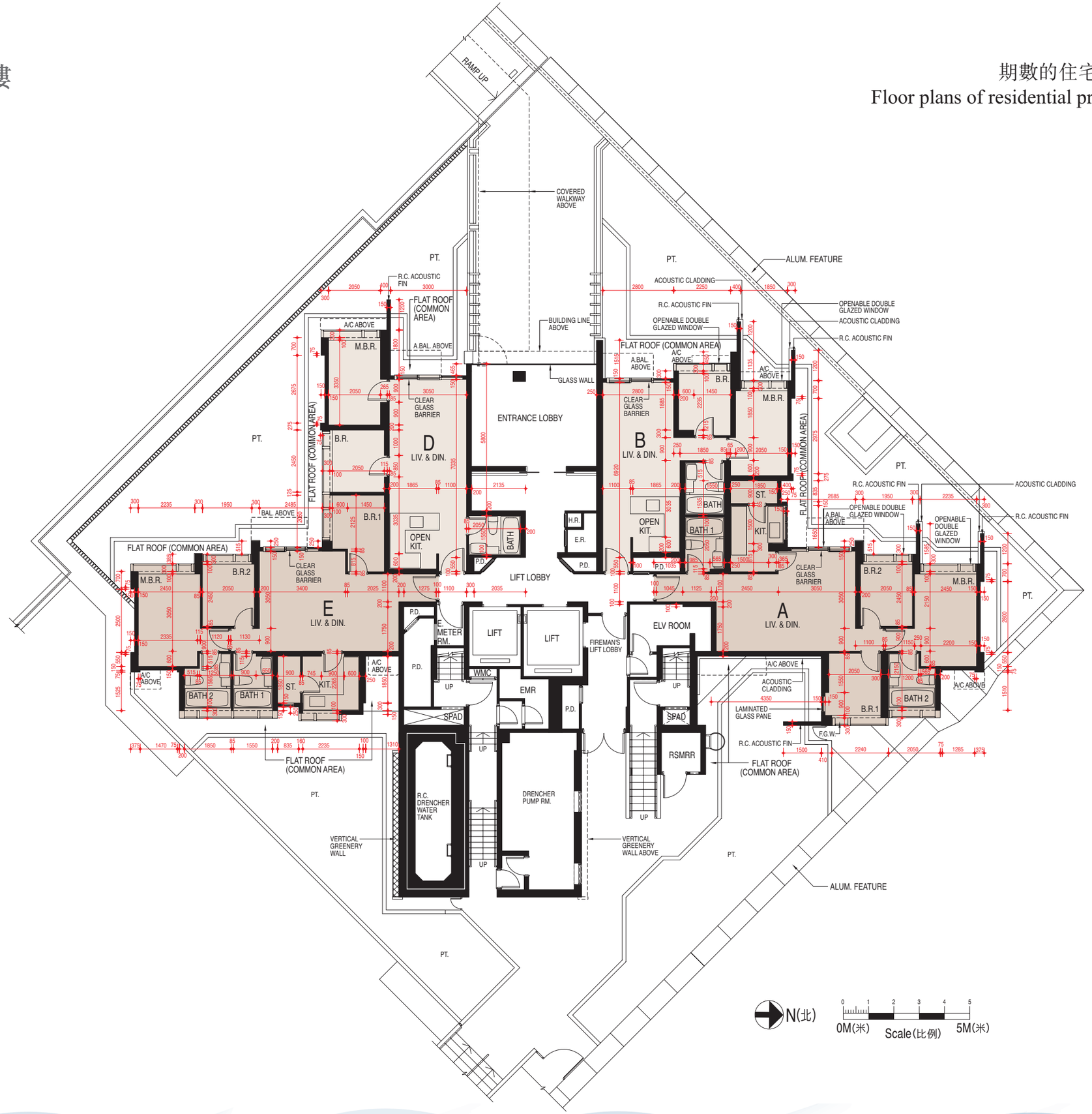
The thickness of the floor slabs (excluding plaster) of each residential property:
Flats A, B and D on 50/F of Tower 6: 150mm and 325mm
Flat C on 50/F of Tower 6: 150mm

The floor-to-floor height of each residential property:
Flats A, B and D on 50/F of Tower 6: 2.975m, 3.225m, 3.3m
Flat C on 50/F of Tower 6: 2.975m, 3.225m, 3.3m, 3.375m

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

TOWER 第七座 7 | 6/F 6樓

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



1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
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3. 發展項目提供的住宅單位總數：2,406。
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

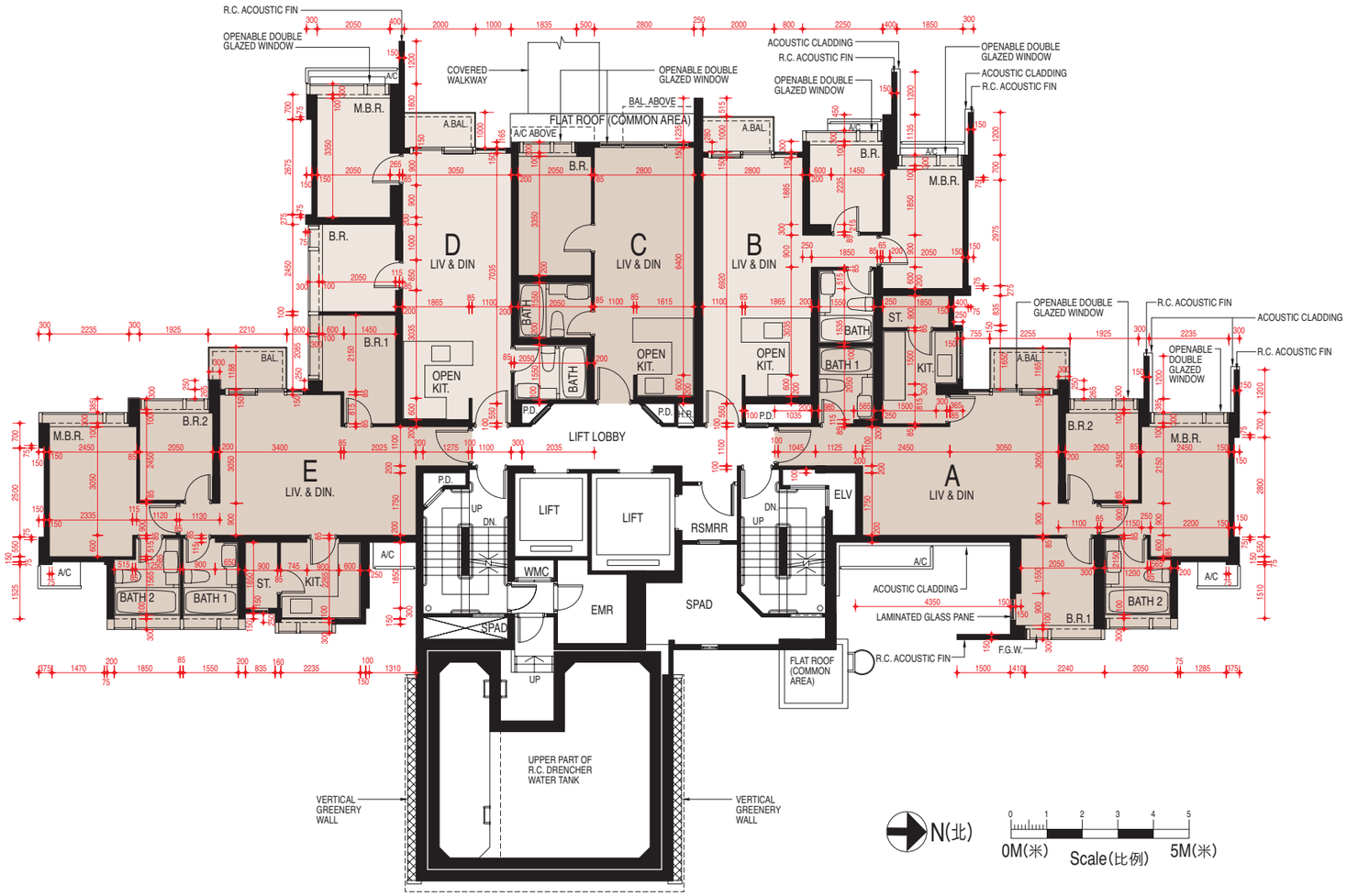
每個住宅物業的層與層之間的高度：
第7座6樓A單位：3.5米、3.75米、3.85米
第7座6樓B單位：3.5米、3.74米、3.75米、3.765米
第7座6樓D單位：3.5米、3.765米、3.75米
第7座6樓E單位：3.5米、3.765米

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

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

The floor-to-floor height of each residential property:
Flat A on 6/F of Tower 7: 3.5m, 3.75m, 3.85m
Flat B on 6/F of Tower 7: 3.5m, 3.74m, 3.75m, 3.765m
Flat D on 6/F of Tower 7: 3.5m, 3.765m, 3.75m
Flat E on 6/F of Tower 7: 3.5m, 3.765m

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


R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
COVERED WALKWAY
OPENABLE DOUBLE GLAZED WINDOW
BAL. ABOVE
FLAT ROOF (COMMON AREA)
A/C ABOVE
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
M.B.R.
A.BAL.
A/C
B.R.
D
LIV & DIN
C
LIV & DIN
B
LIV & DIN
M.B.R.
B.R.
B.R.1
OPEN KIT.
BATH
P.D.
OPEN KIT.
OPEN KIT.
BATH 1
ST.
KIT.
OPENABLE DOUBLE GLAZED WINDOW
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
OPENABLE DOUBLE GLAZED WINDOW
R.C. ACOUSTIC FIN
BAL.
B.R.2
M.B.R.
LIFT LOBBY
E
LIV. & DIN.
P.D.
UP
DN.
LIFT
LIFT
RSMRR
DN.
UP
ELV
A
LIV & DIN
B.R.2
M.B.R.
A/C
WMC
EMR
SPAD
SPAD
A/C
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
B.R.1
BATH 2
BATH 2
BATH 1
ST.
KIT.
A/C
A/C
FLAT ROOF (COMMON AREA)
R.C. ACOUSTIC FIN
UP
UPPER PART OF R.C. DRENCHER WATER TANK
VERTICAL GREENERY WALL
VERTICAL GREENERY WALL
N(北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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3. 發展項目提供的住宅單位總數：2,406。
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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第7座7樓B、C及D單位：150毫米
第7座7樓A及E單位：150毫米及325毫米

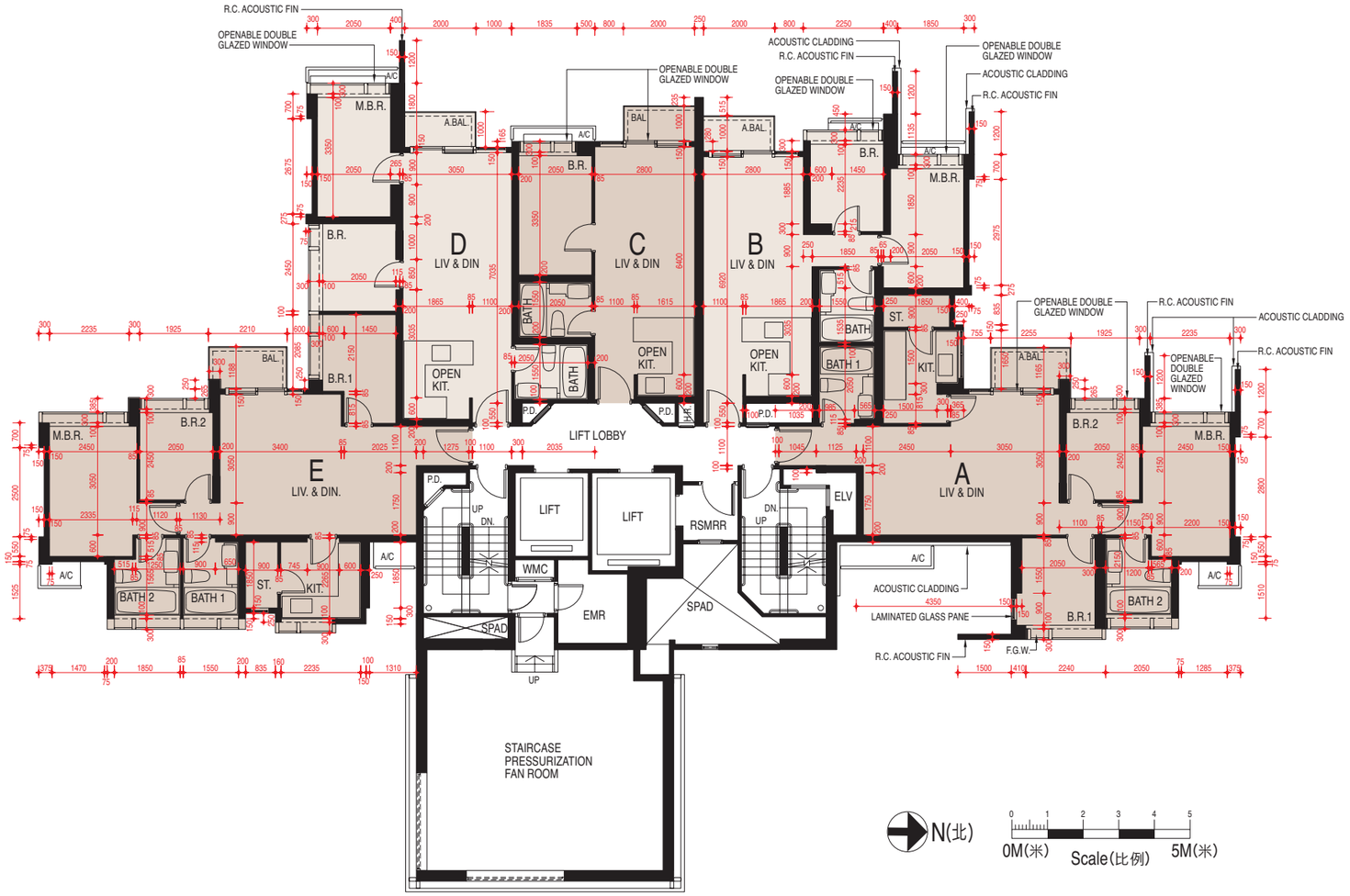
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 7/F of Tower 7: 150mm
Flats A and E on 7/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
D
LIV & DIN
C
LIV & DIN
B
LIV & DIN
E
LIV. & DIN.
A
LIV & DIN
LIFT LOBBY
LIFT
LIFT
RSMRR
ELV
WMC
EMR
SPAD
SPAD
STAIRCASE PRESSURIZATION FAN ROOM
M.B.R.
B.R.
B.R.1
B.R.2
BATH
BATH 1
BATH 2
ST.
KIT.
OPEN KIT.
A.BAL.
BAL.
A/C
P.D.
UP
DN.
LAMINATED GLASS PANE
F.G.W.
N(北)
0M(米)
Scale(比例)
5M(米)

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每個住宅物業的樓板(不包括灰泥)的厚度：
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第7座8樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：3.01米

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Flats B, C and D on 8/F of Tower 7: 150mm
Flats A and E on 8/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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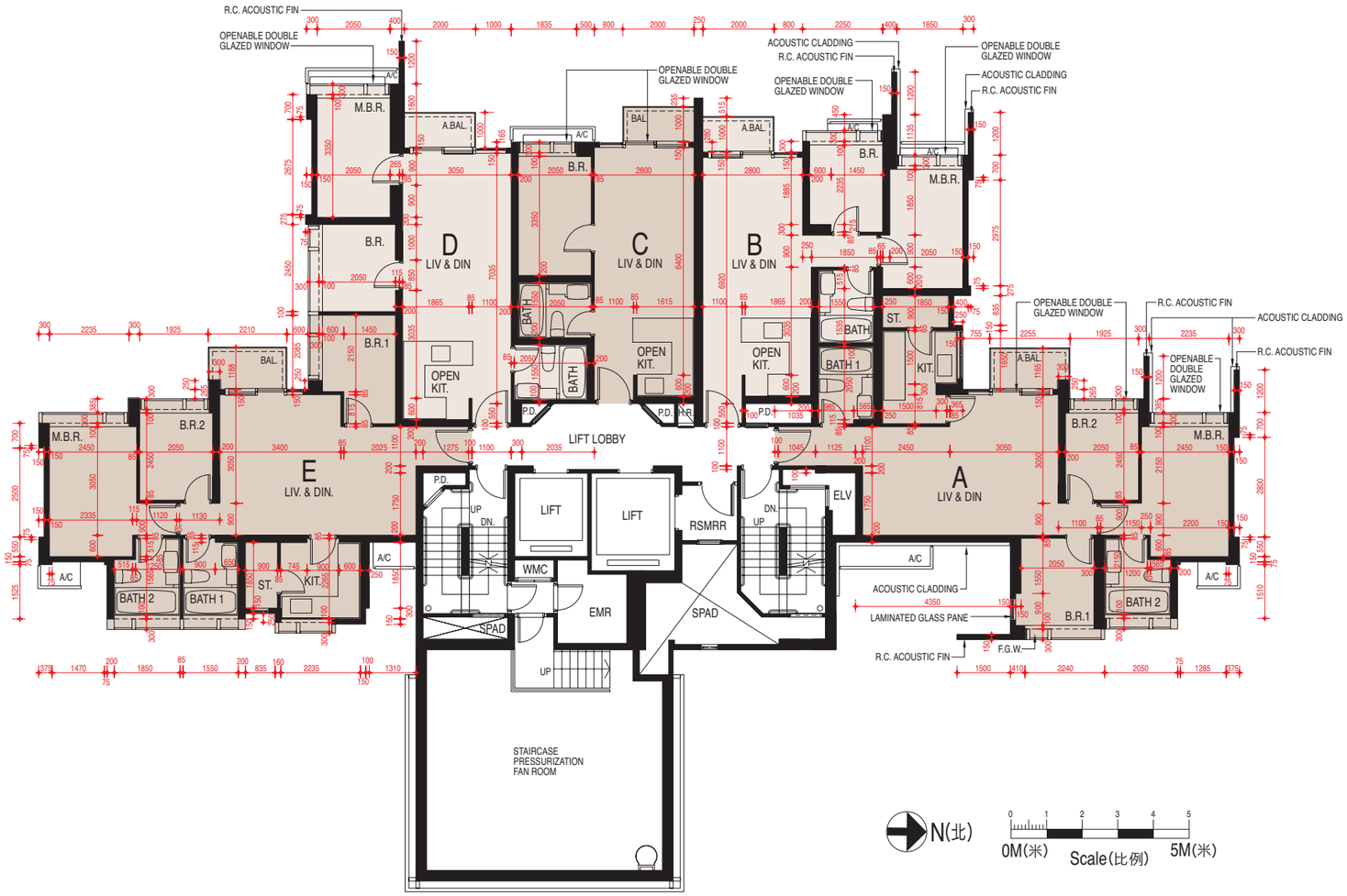
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
M.B.R.
A.BAL.
A/C
D
LIV & DIN
B.R.
B.R.1
OPEN KIT.
BATH
C
B
BAL
P.D.
LIFT LOBBY
E
LIV. & DIN.
B.R.2
BATH 2
BATH 1
ST.
KIT.
LIFT
WMC
EMR
SPAD
RSMRR
ELV
UP
DN.
A
ST.
BATH 1
LAMINATED GLASS PANE
F.G.W.
STAIRCASE PRESSURIZATION FAN ROOM
N(北)
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5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第7座9樓B、C及D單位：150毫米
第7座9樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：3.01米

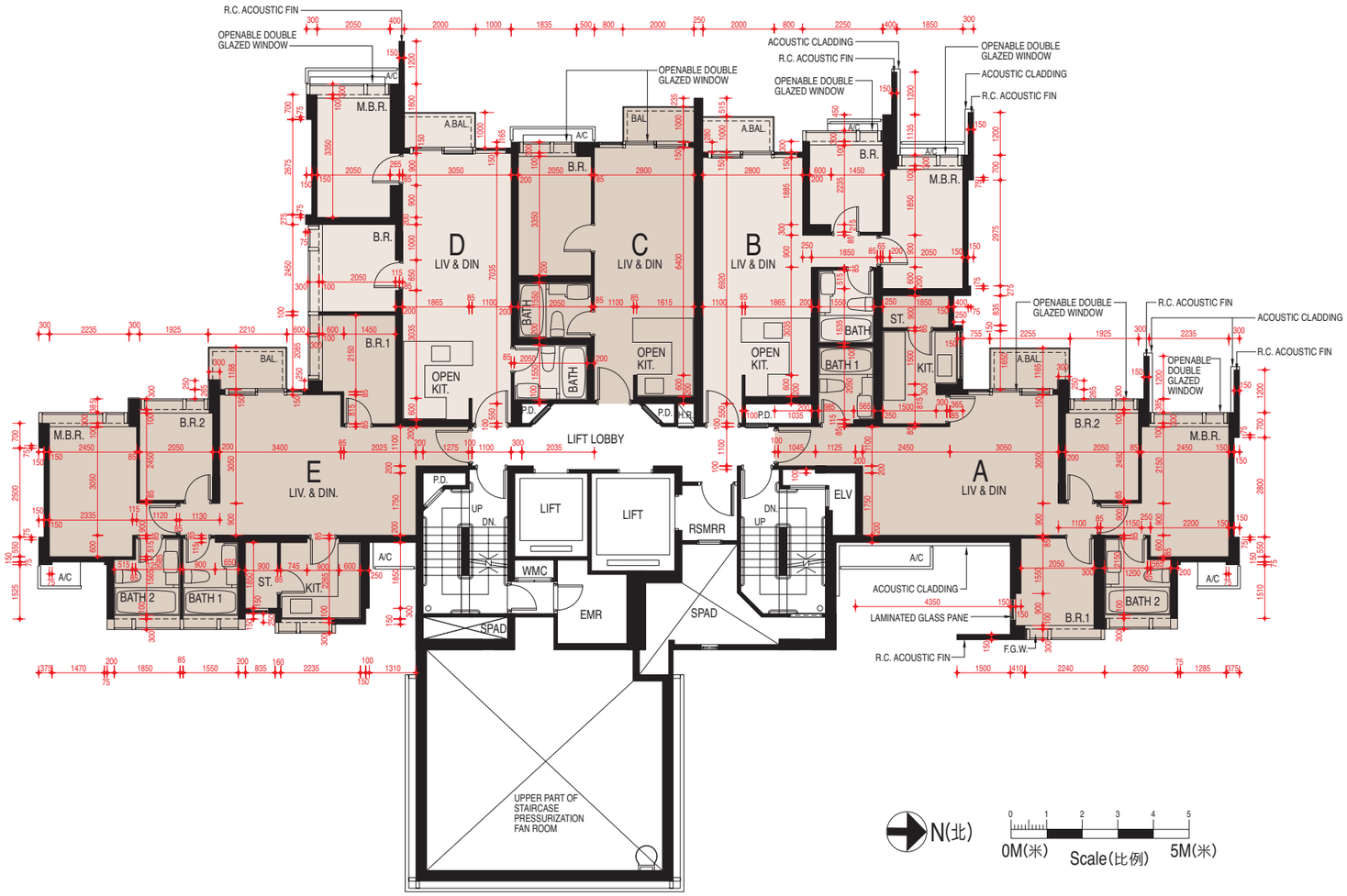
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 9/F of Tower 7: 150mm
Flats A and E on 9/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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

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



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第7座10樓B、C及D單位：150毫米
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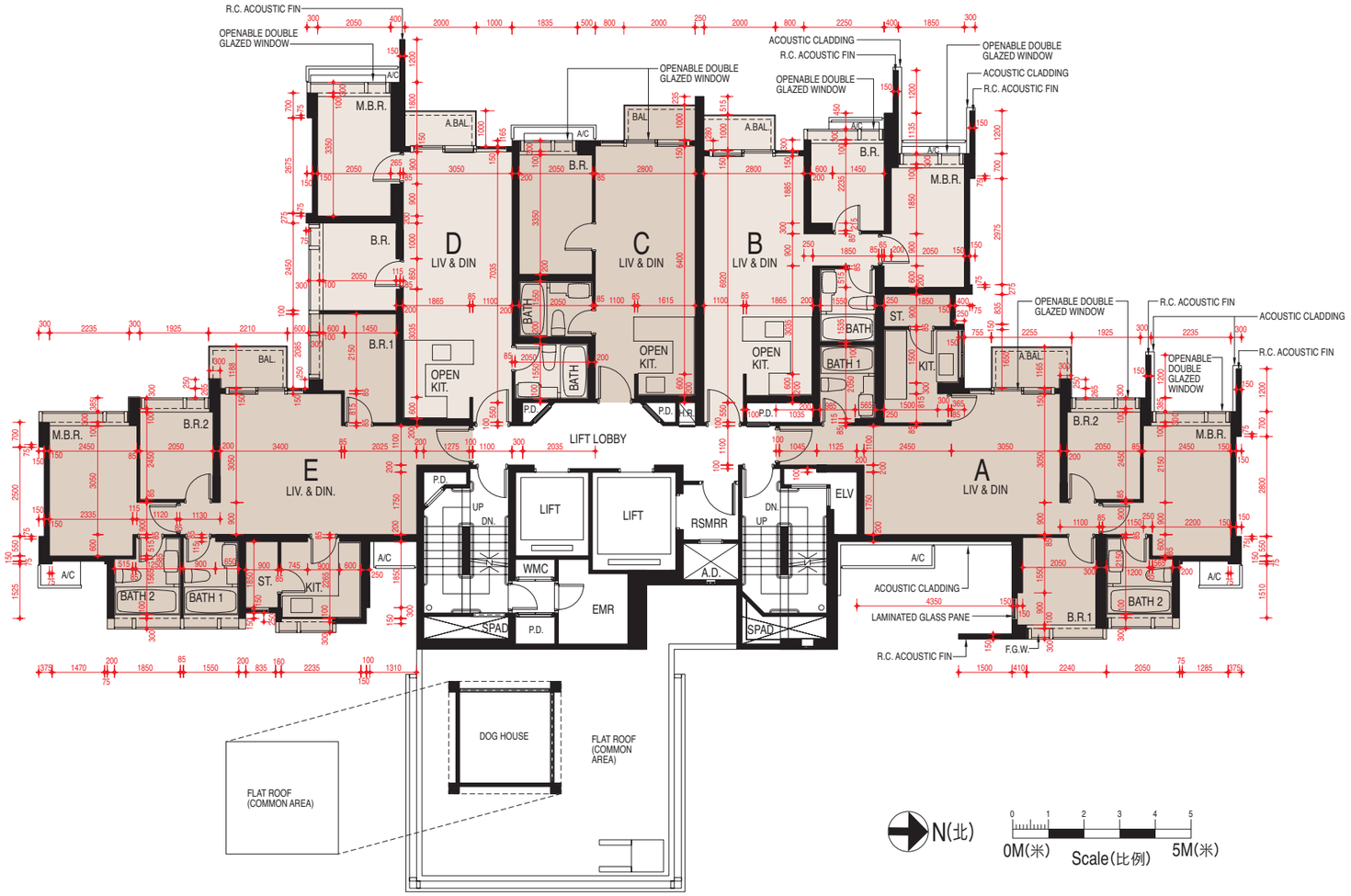
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 10/F of Tower 7: 150mm
Flats A and E on 10/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
M.B.R.
A.BAL.
A/C
B.R.
D
LIV & DIN
C
LIV & DIN
B
LIV & DIN
BAL
BATH
OPEN KIT.
P.D.
B.R.1
B.R.2
BAL.
E
LIV. & DIN.
LIFT LOBBY
UP
DN.
LIFT
LIFT
RSMRR
ELV
WMC
EMR
A.D.
SPAD
A
LIV & DIN
ST.
KIT.
BATH 1
BATH 2
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN
DOG HOUSE
FLAT ROOF (COMMON AREA)
FLAT ROOF (COMMON AREA)
N(北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 11/F of Tower 7: 150mm
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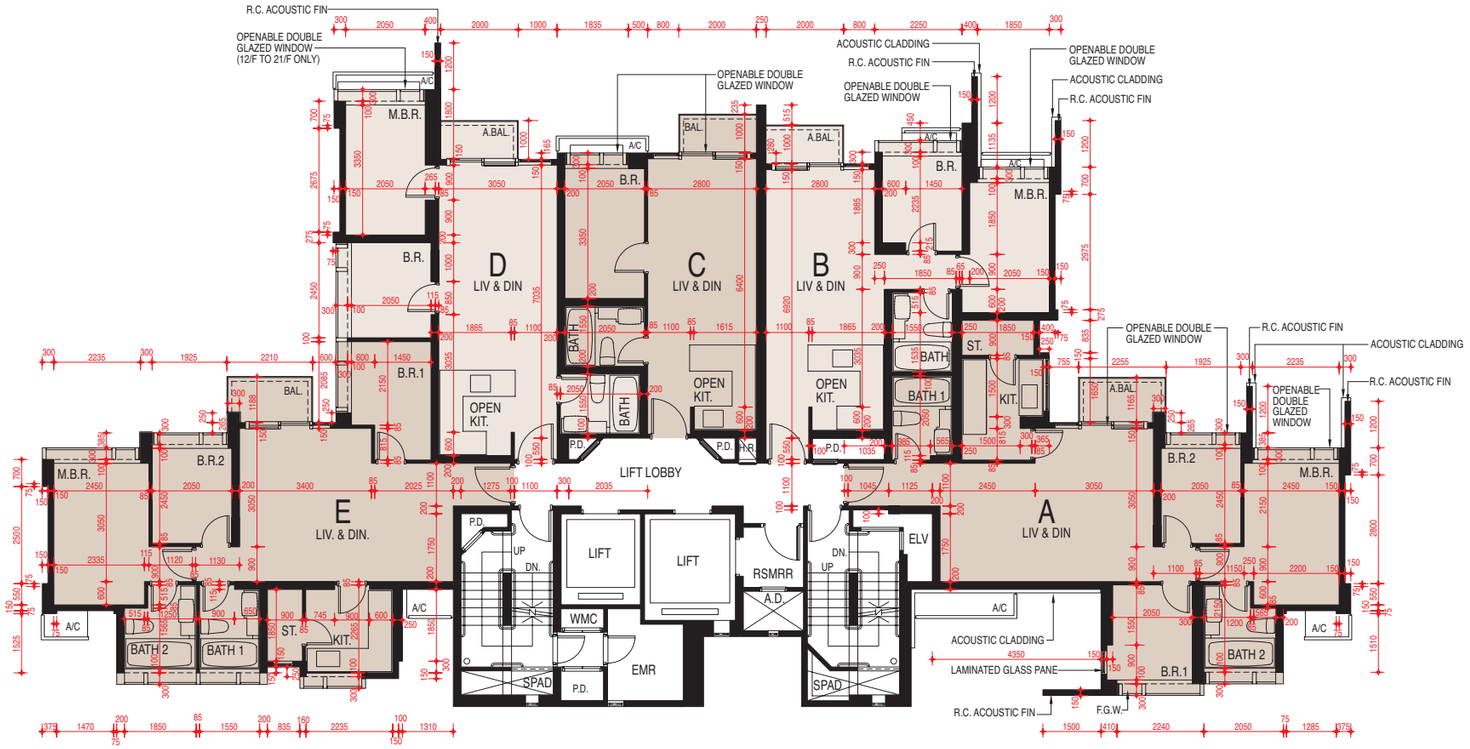
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW (12/F TO 21/F ONLY)
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
M.B.R.
A.BAL.
A/C
B.R.
D
LIV & DIN
C
LIV & DIN
B
LIV & DIN
BAL
BATH
OPEN KIT.
P.D.
B.R.1
B.R.2
LIFT LOBBY
E
LIV. & DIN.
A
LIV & DIN
ST.
KIT.
BATH 1
BATH 2
UP
DN.
LIFT
WMC
EMR
RSMRR
A.D
ELV
SPAD
ACOUSTIC CLADDING
LAMINATED GLASS PANE
R.C. ACOUSTIC FIN
F.G.W.
N(北)
0M(米)
Scale(比例)
5M(米)

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第7座12樓至23樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：
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第7座23樓B單位：3.01米、3.345米、3.36米、3.37米
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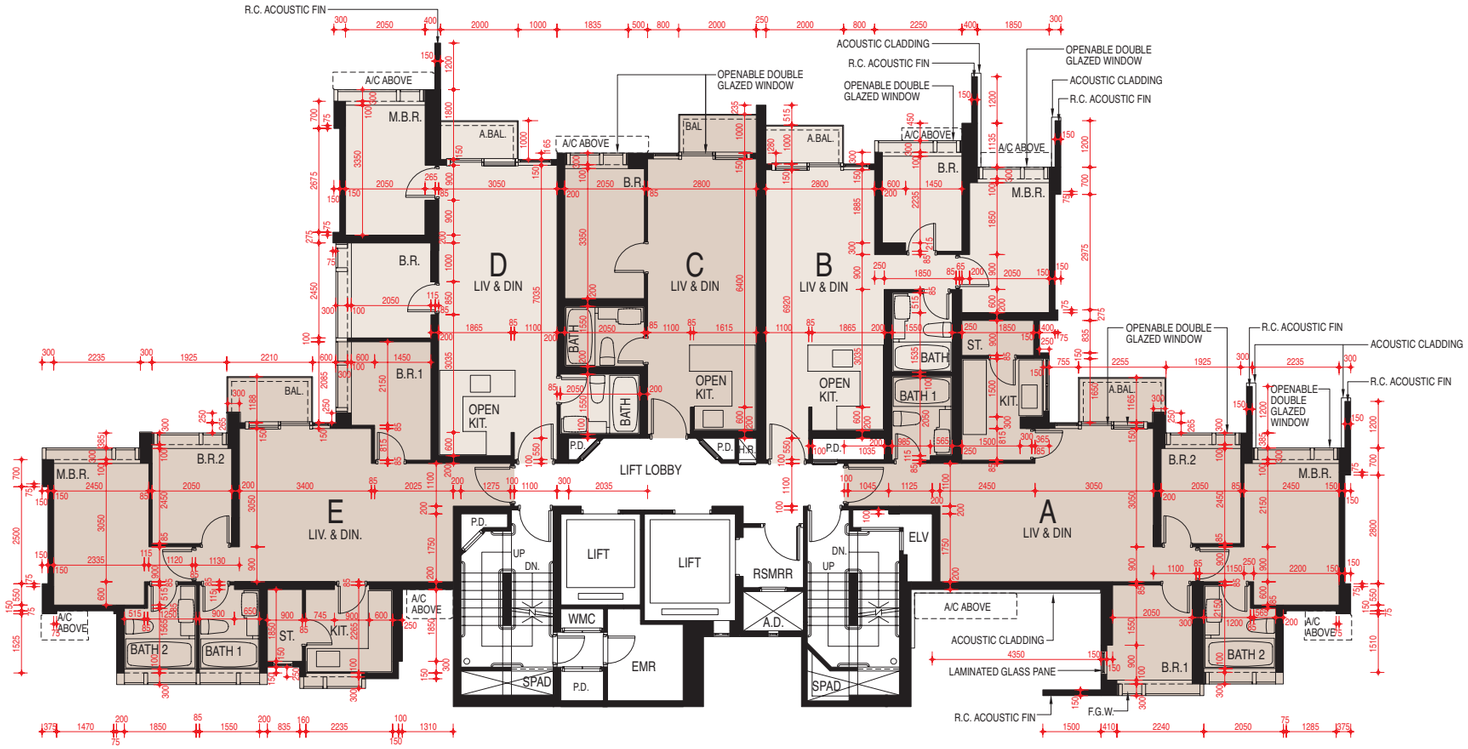
The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 12/F to 23/F of Tower 7: 150mm
Flats A and E from 12/F to 23/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property:
All flats from 12/F to 22/F of Tower 7: 3.01m
Flat A on 23/F of Tower 7: 3.01m, 3.26m, 3.36m
Flat B on 23/F of Tower 7: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 23/F of Tower 7: 3.01m, 3.06m, 3.36m, 3.37m
Flat D on 23/F of Tower 7: 3.01m, 3.345m, 3.36m
Flat E on 23/F of Tower 7: 3.01m, 3.345m

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



N(北)

0M(米) Scale(比例) 5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第7座26樓B、C及D單位：150毫米
第7座26樓A及E單位：150毫米及325毫米

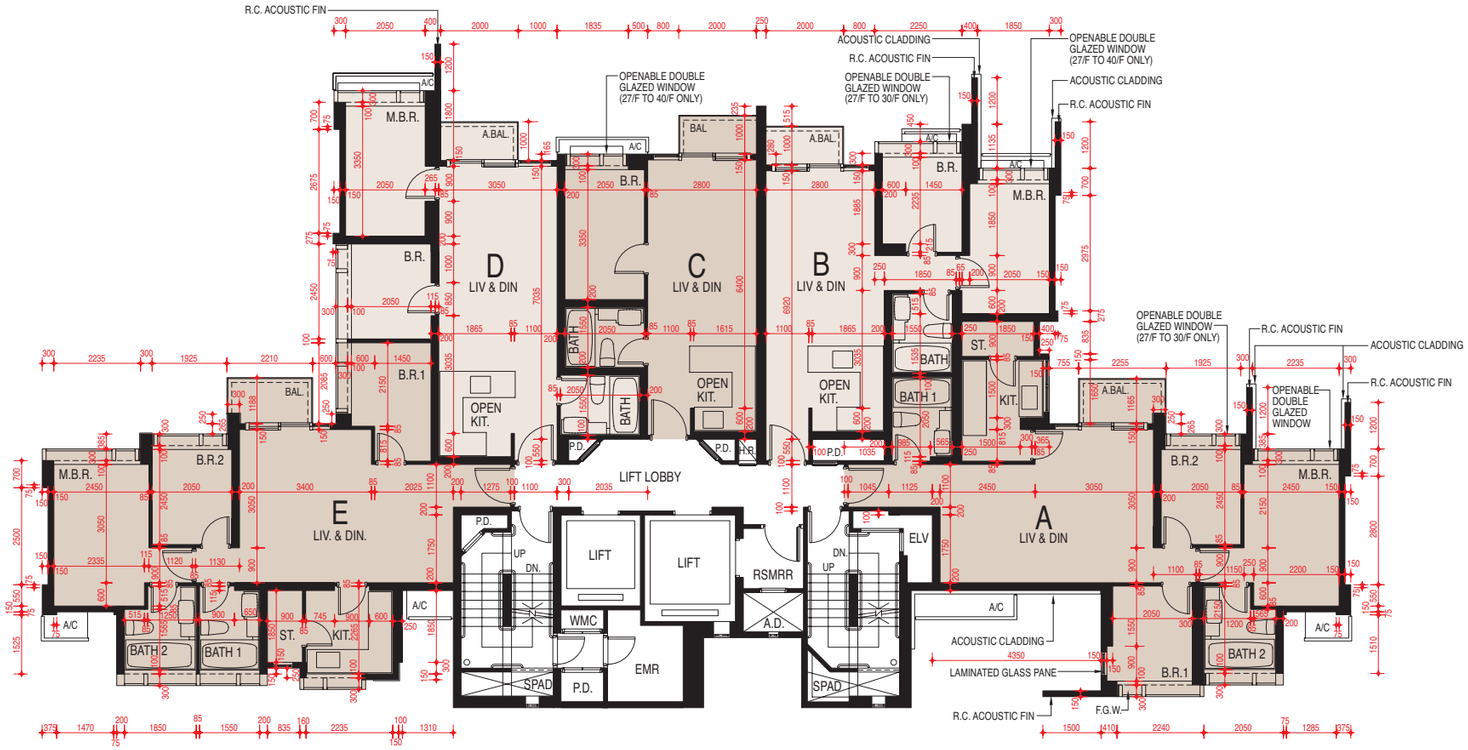
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 26/F of Tower 7: 150mm
Flats A and E on 26/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW (27/F TO 40/F ONLY)
OPENABLE DOUBLE GLAZED WINDOW (27/F TO 30/F ONLY)
ACOUSTIC CLADDING
M.B.R.
B.R.
B.R.1
B.R.2
A.BAL.
BAL
A/C
D
LIV & DIN
C
B
A
E
LIV. & DIN.
OPEN KIT.
KIT.
BATH
BATH 1
BATH 2
ST.
P.D.
LIFT LOBBY
LIFT
UP
DN.
WMC
EMR
SPAD
RSMRR
A.D.
ELV
LAMINATED GLASS PANE
F.G.W.
OPENABLE DOUBLE GLAZED WINDOW
N(北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第7座27樓至51樓B、C及D單位：150毫米
第7座27樓至51樓A及E單位：150毫米及325毫米

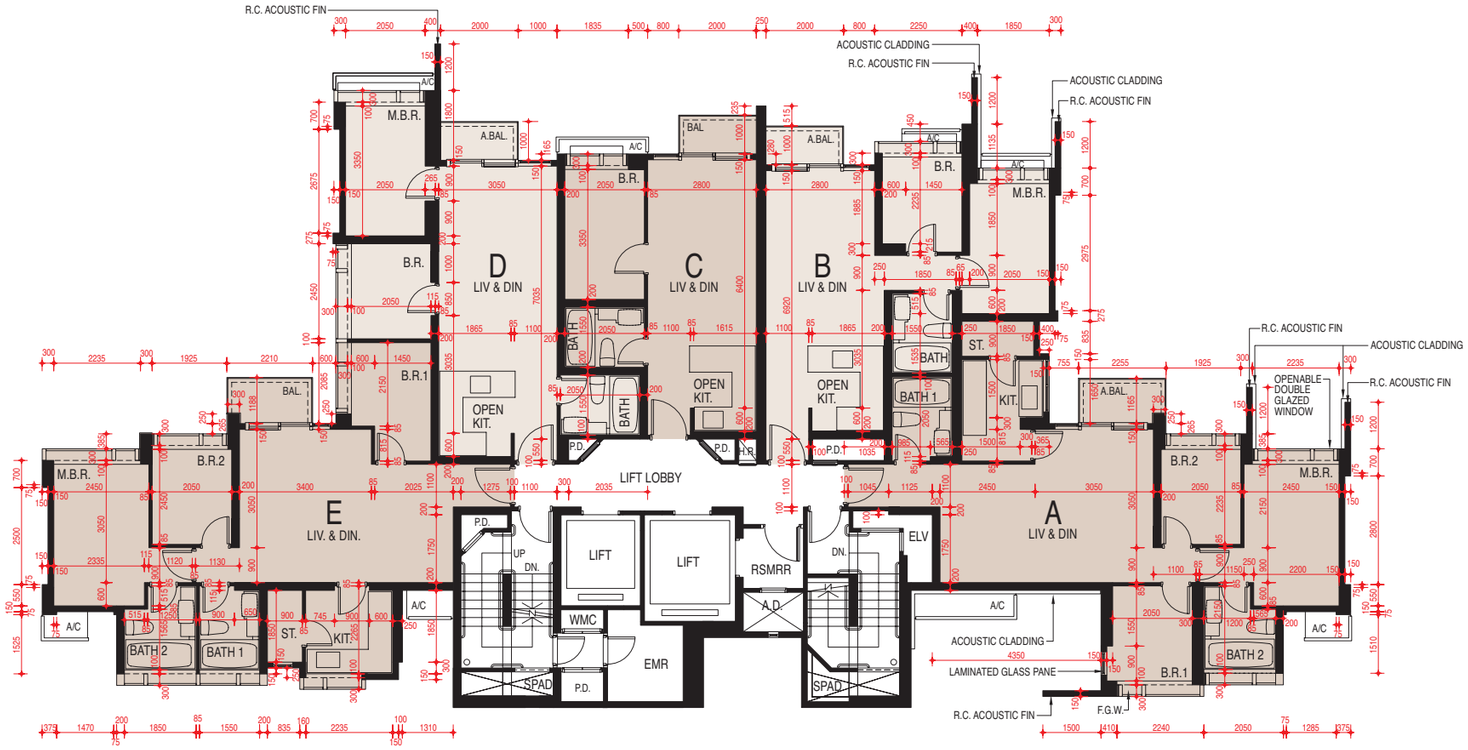
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 27/F to 51/F of Tower 7: 150mm
Flats A and E from 27/F to 51/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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



N(北)

0M(米) Scale(比例) 5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第7座52樓B、C及D單位：150毫米
第7座52樓A及E單位：150毫米及325毫米

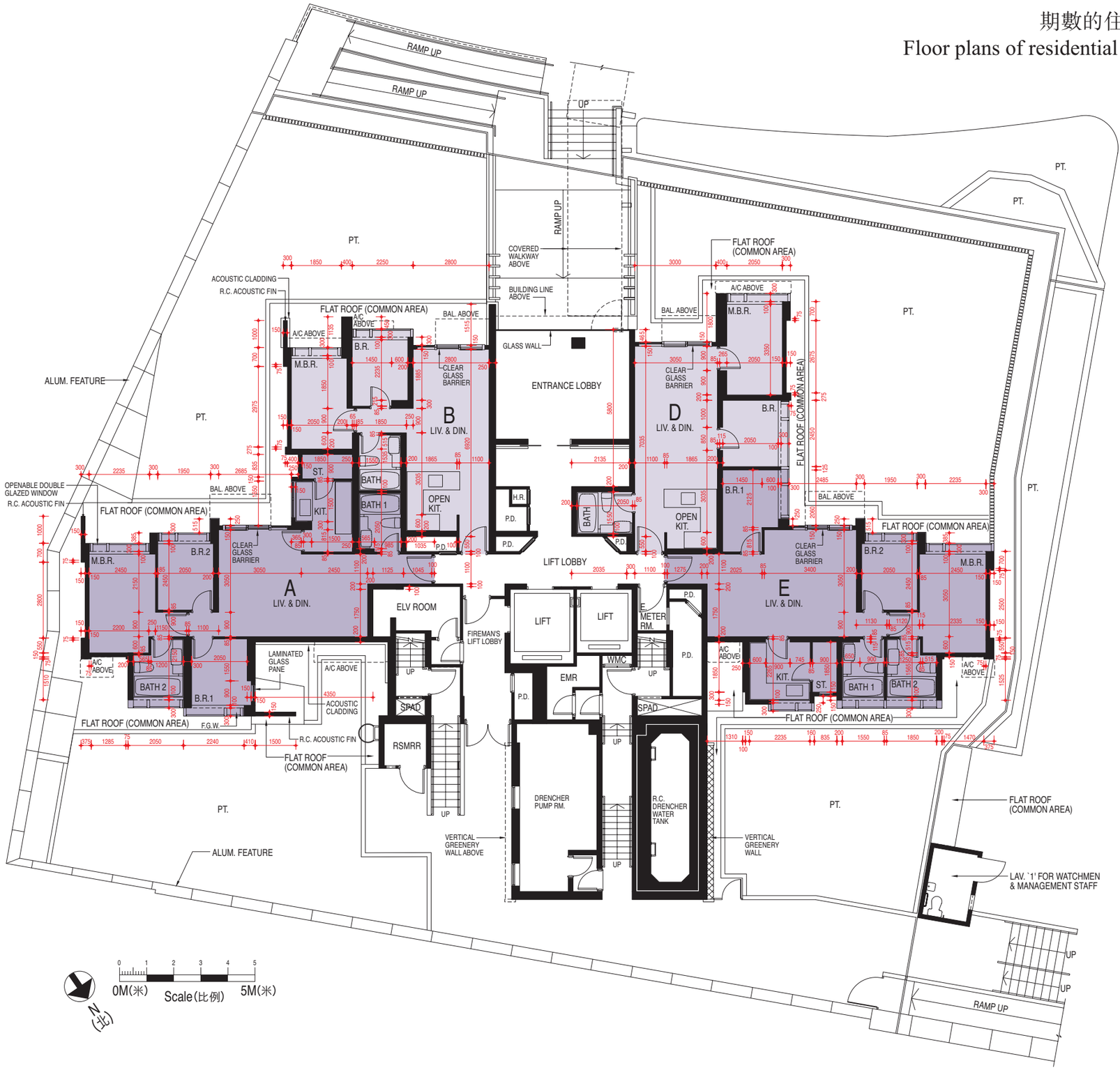
每個住宅物業的層與層之間的高度：
第7座52樓A單位：3.01米、3.26米、3.36米
第7座52樓B單位：3.01米、3.345米、3.36米、3.37米
第7座52樓C單位：3.01米、3.06米、3.36米、3.37米
第7座52樓D單位：3.01米、3.345米、3.36米
第7座52樓E單位：3.01米、3.345米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 52/F of Tower 7: 150mm
Flats A and E on 52/F of Tower 7: 150mm and 325mm

The floor-to-floor height of each residential property:
Flat A on 52/F of Tower 7: 3.01m, 3.26m, 3.36m
Flat B on 52/F of Tower 7: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 52/F of Tower 7: 3.01m, 3.06m, 3.36m, 3.37m
Flat D on 52/F of Tower 7: 3.01m, 3.345m, 3.36m
Flat E on 52/F of Tower 7: 3.01m, 3.345m

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


RAMP UP
RAMP UP
UP
PT.
PT.
PT.
PT.
PT.
PT.
PT.
RAMP UP
COVERED WALKWAY ABOVE
BUILDING LINE ABOVE
GLASS WALL
ENTRANCE LOBBY
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
FLAT ROOF (COMMON AREA)
A/C ABOVE
BAL. ABOVE
ALUM. FEATURE
B
LIV. & DIN.
M.B.R.
B.R.
CLEAR GLASS BARRIER
ST.
BATH
BATH 1
KIT.
OPEN KIT.
H.R.
P.D.
OPENABLE DOUBLE GLAZED WINDOW
A
LIV. & DIN.
B.R.2
B.R.1
BATH 2
LAMINATED GLASS PANE
ACOUSTIC CLADDING
F.G.W.
ELV ROOM
FIREMAN'S LIFT LOBBY
LIFT
LIFT
LIFT LOBBY
SPAD
RSMRR
UP
D
LIV. & DIN.
E
LIV. & DIN.
E. METER RM.
WMC
EMR
DRENCHER PUMP RM.
R.C. DRENCHER WATER TANK
VERTICAL GREENERY WALL ABOVE
VERTICAL GREENERY WALL
FLAT ROOF (COMMON AREA)
LAV. `1' FOR WATCHMEN & MANAGEMENT STAFF
RAMP UP
0M(米)
Scale(比例)
5M(米)
N(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

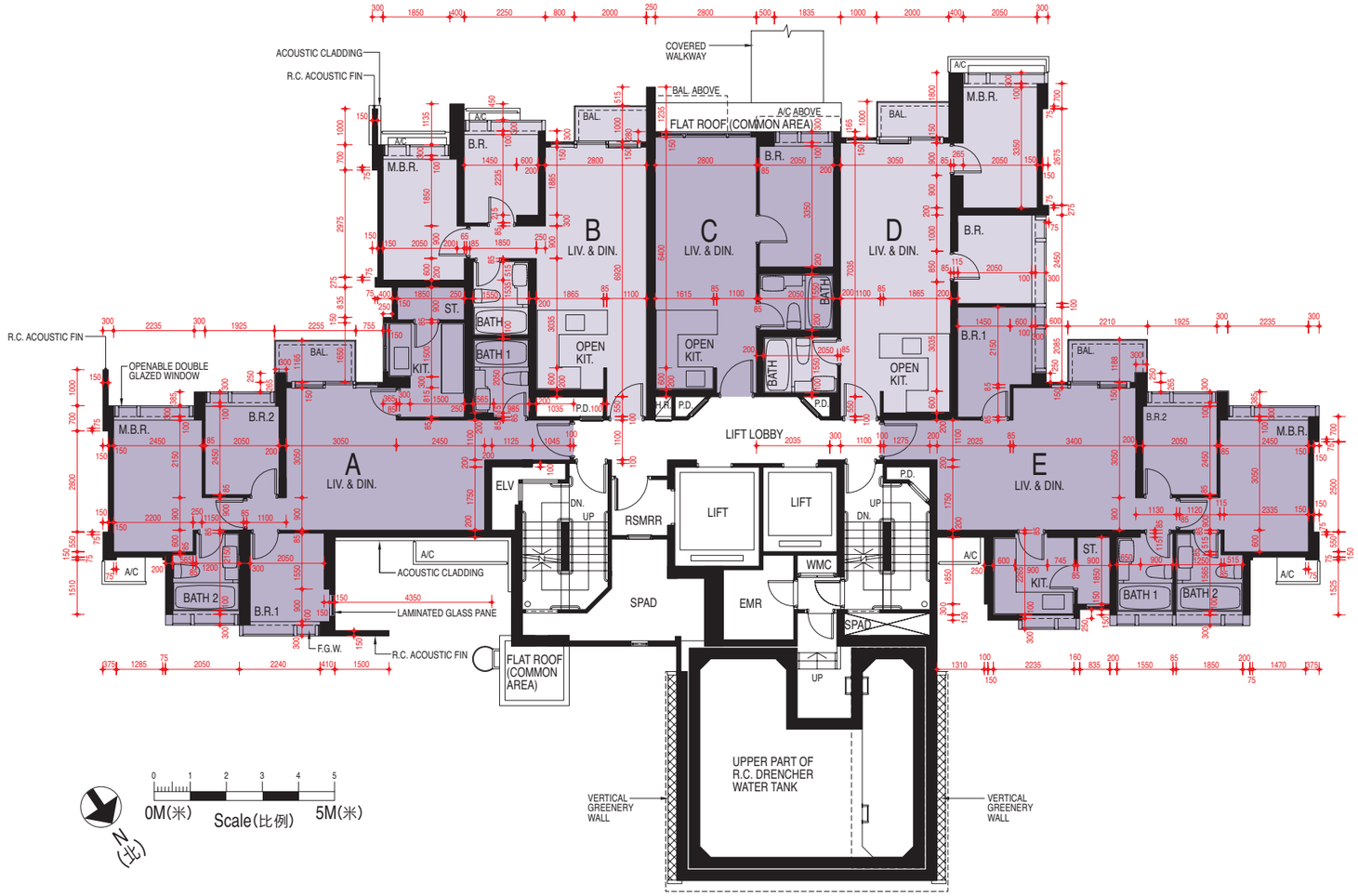
每個住宅物業的層與層之間的高度：
第8座6樓A單位：3.5米、3.75米、3.85米
第8座6樓B單位：3.5米、3.74米、3.75米、3.765米
第8座6樓D單位：3.5米、3.765米、3.75米
第8座6樓E單位：3.5米、3.765米

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

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

The floor-to-floor height of each residential property:
Flat A on 6/F of Tower 8: 3.5m, 3.75m, 3.85m
Flat B on 6/F of Tower 8: 3.5m, 3.74m, 3.75m, 3.765m
Flat D on 6/F of Tower 8: 3.5m, 3.765m, 3.75m
Flat E on 6/F of Tower 8: 3.5m, 3.765m

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


ACOUSTIC CLADDING
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COVERED WALKWAY
BAL. ABOVE
A/C ABOVE
FLAT ROOF (COMMON AREA)
M.B.R.
B.R.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
A
LIV. & DIN.
E
LIV. & DIN.
OPENABLE DOUBLE GLAZED WINDOW
BATH
BATH 1
BATH 2
KIT.
OPEN KIT.
ST.
B.R.1
B.R.2
LIFT LOBBY
ELV
RSMRR
LIFT
WMC
SPAD
EMR
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
FLAT ROOF (COMMON AREA)
UPPER PART OF R.C. DRENCHER WATER TANK
VERTICAL GREENERY WALL
0M(米)
Scale(比例)
5M(米)
N (北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第8座7樓B、C及D單位：150毫米
第8座7樓A及E單位：150毫米及325毫米

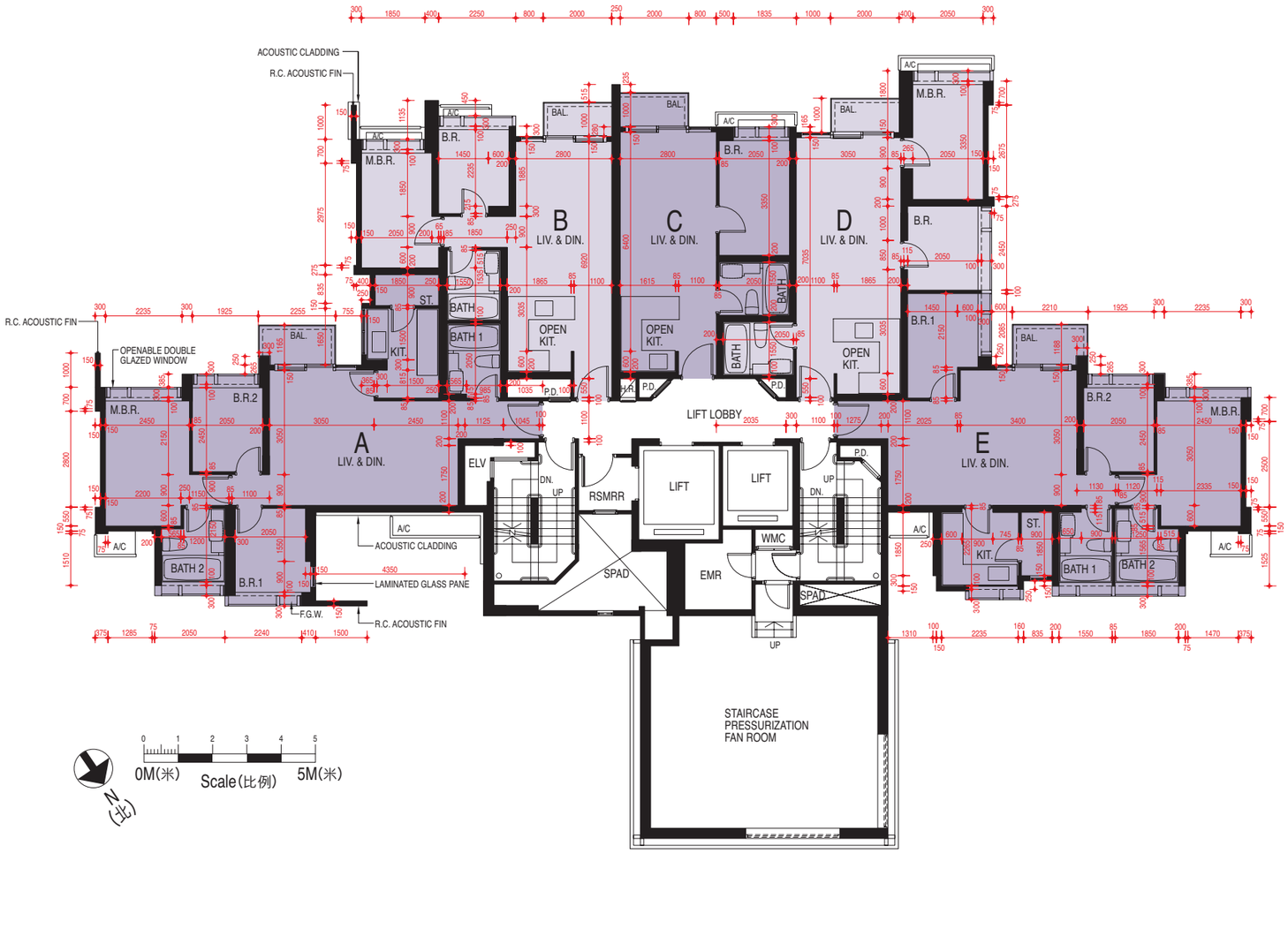
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 7/F of Tower 8: 150mm
Flats A and E on 7/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BAL.
A/C
KIT.
ST.
BATH
BATH 1
BATH 2
OPEN KIT.
P.D.
LIFT LOBBY
LIFT
ELV
DN.
UP
RSMRR
SPAD
EMR
WMC
F.G.W.
LAMINATED GLASS PANE
STAIRCASE PRESSURIZATION FAN ROOM
0M(米)
Scale(比例)
5M(米)
N(北)

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第8座8樓B、C及D單位：150毫米
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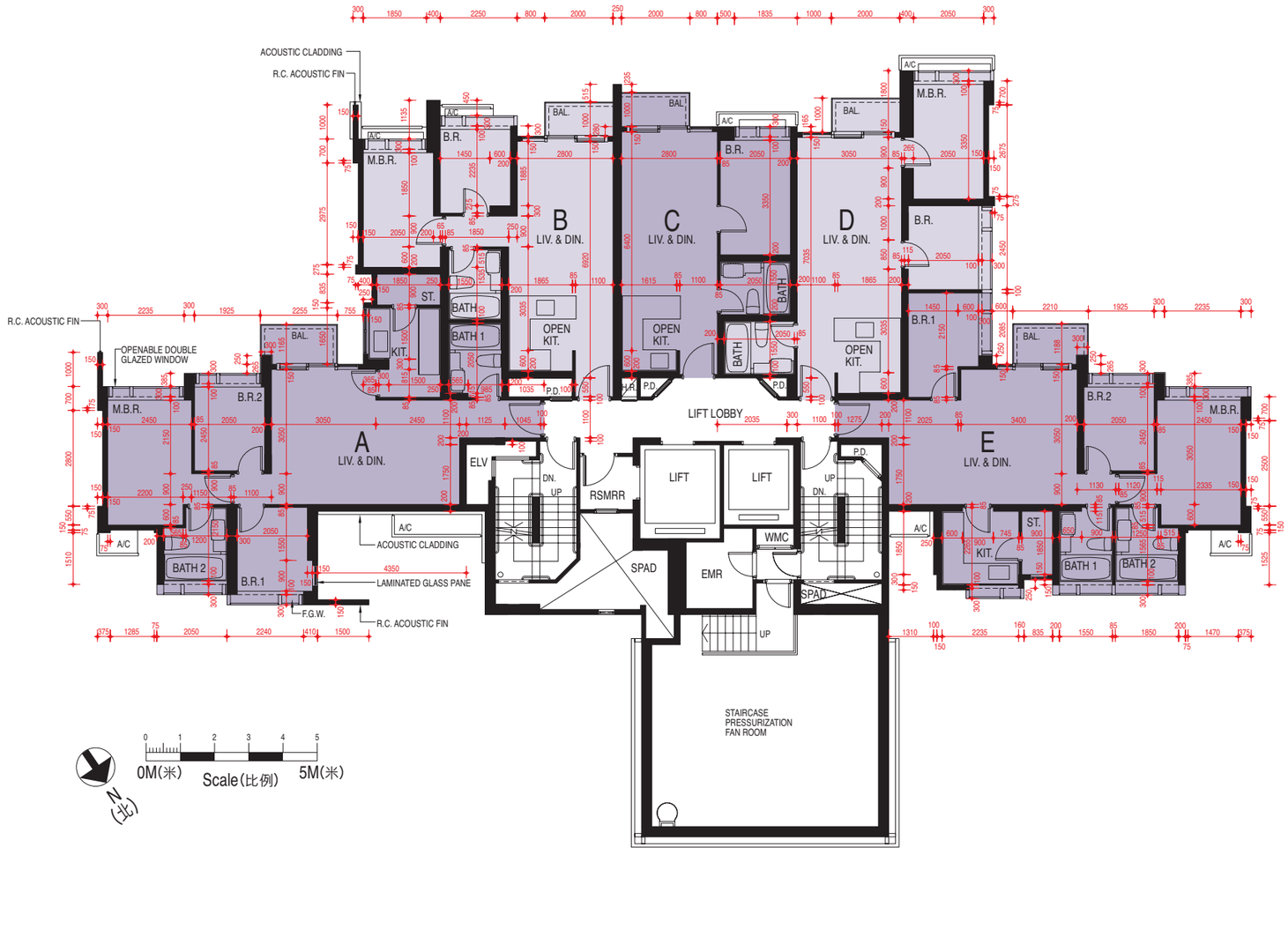
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 8/F of Tower 8: 150mm
Flats A and E on 8/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BAL.
A/C
KIT.
OPEN KIT.
ST.
BATH
BATH 1
BATH 2
P.D.
LIFT LOBBY
ELV
DN.
UP
RSMRR
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LIFT
WMC
SPAD
EMR
A/C
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN
STAIRCASE PRESSURIZATION FAN ROOM
0M(米)
Scale(比例)
5M(米)
N(北)

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The thickness of the floor slabs (excluding plaster) of each residential property:
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Flats A and E on 9/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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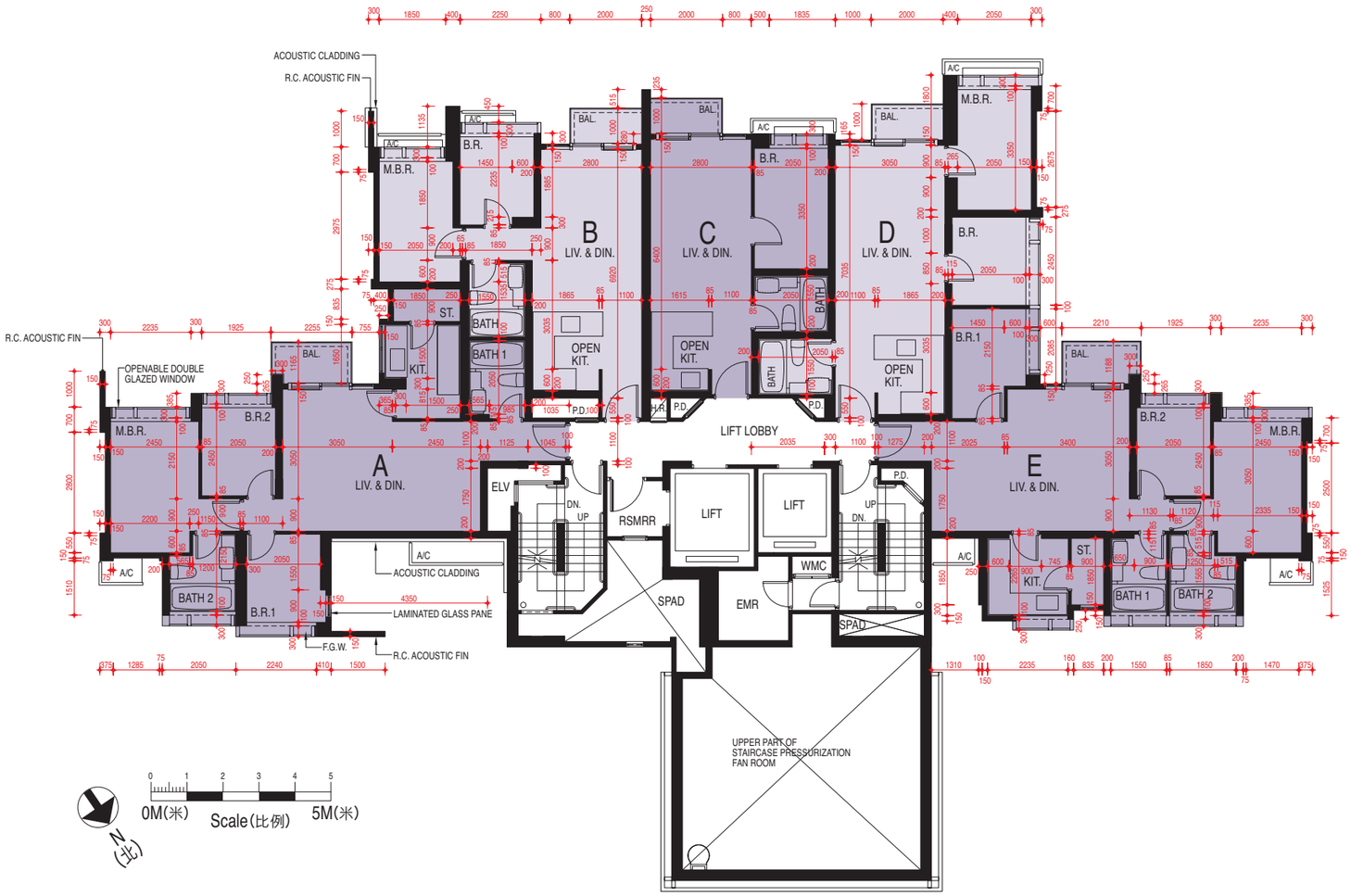
ACOUSTIC CLADDING
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OPENABLE DOUBLE GLAZED WINDOW
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LIV. & DIN.
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C
LIV. & DIN.
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LIV. & DIN.
M.B.R.
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B.R.1
B.R.2
BAL.
A/C
KIT.
OPEN KIT.
BATH
BATH 1
BATH 2
ST.
P.D.
H.R.
LIFT LOBBY
ELV
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UPPER PART OF STAIRCASE PRESSURIZATION FAN ROOM
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Scale(比例)
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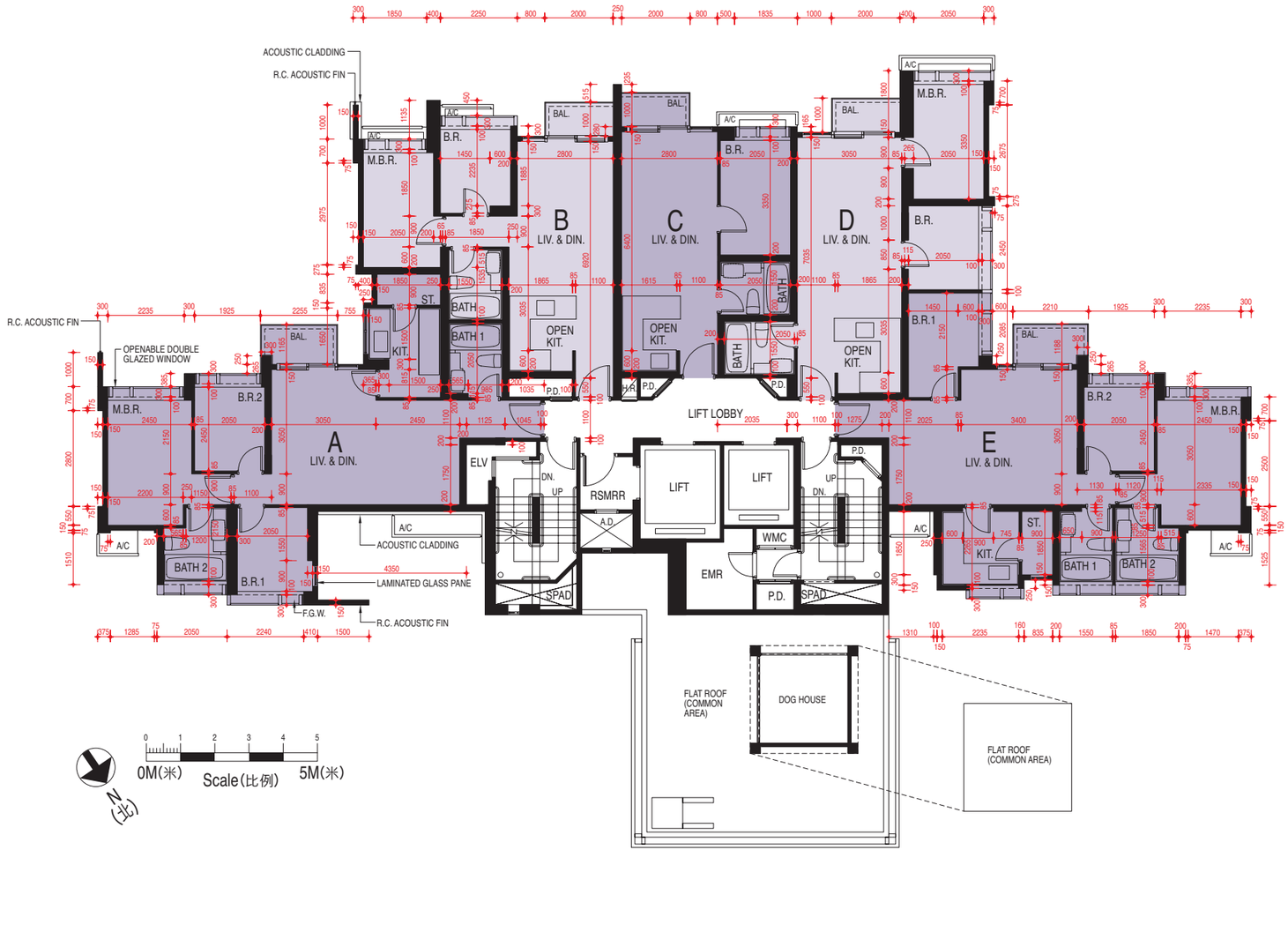
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WMC
EMR
SPAD
FLAT ROOF (COMMON AREA)
DOG HOUSE
FLAT ROOF (COMMON AREA)
0M(米)
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5M(米)
N(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
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第8座11樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：3.01米

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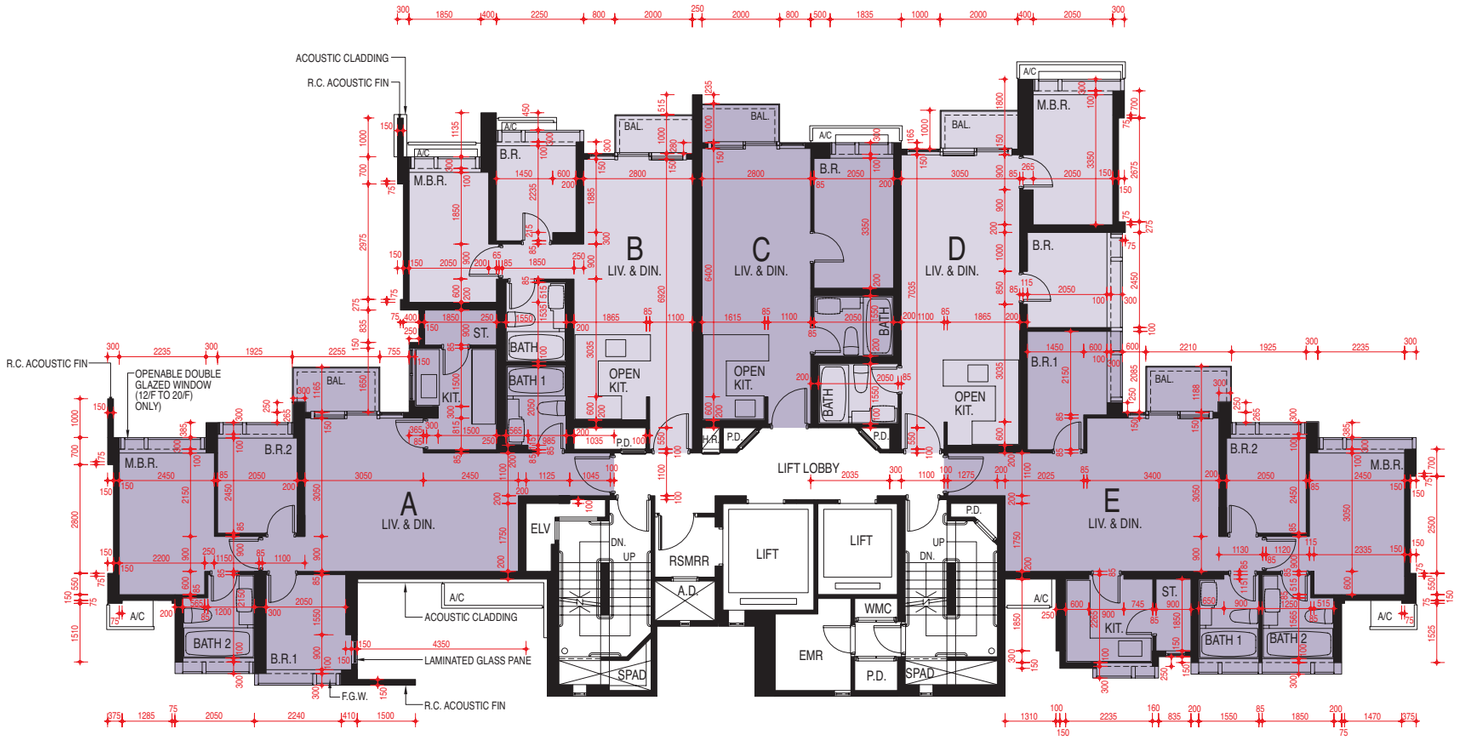
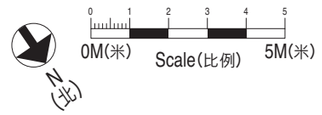
The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 11/F of Tower 8: 150mm
Flats A and E on 11/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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

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





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每個住宅物業的樓板(不包括灰泥)的厚度：
第8座12樓至23樓B、C及D單位：150毫米
第8座12樓至23樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：
第8座12樓至22樓所有單位：3.01米
第8座23樓A單位：3.01米、3.26米、3.36米
第8座23樓B單位：3.01米、3.345米、3.36米、3.37米
第8座23樓C單位：3.01米、3.06米、3.36米、3.37米
第8座23樓D單位：3.01米、3.345米、3.36米
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因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 12/F to 23/F of Tower 8: 150mm
Flats A and E from 12/F to 23/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property:
All flats from 12/F to 22/F of Tower 8: 3.01m
Flat A on 23/F of Tower 8: 3.01m, 3.26m, 3.36m
Flat B on 23/F of Tower 8: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 23/F of Tower 8: 3.01m, 3.06m, 3.36m, 3.37m
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Flat E on 23/F of Tower 8: 3.01m, 3.345m

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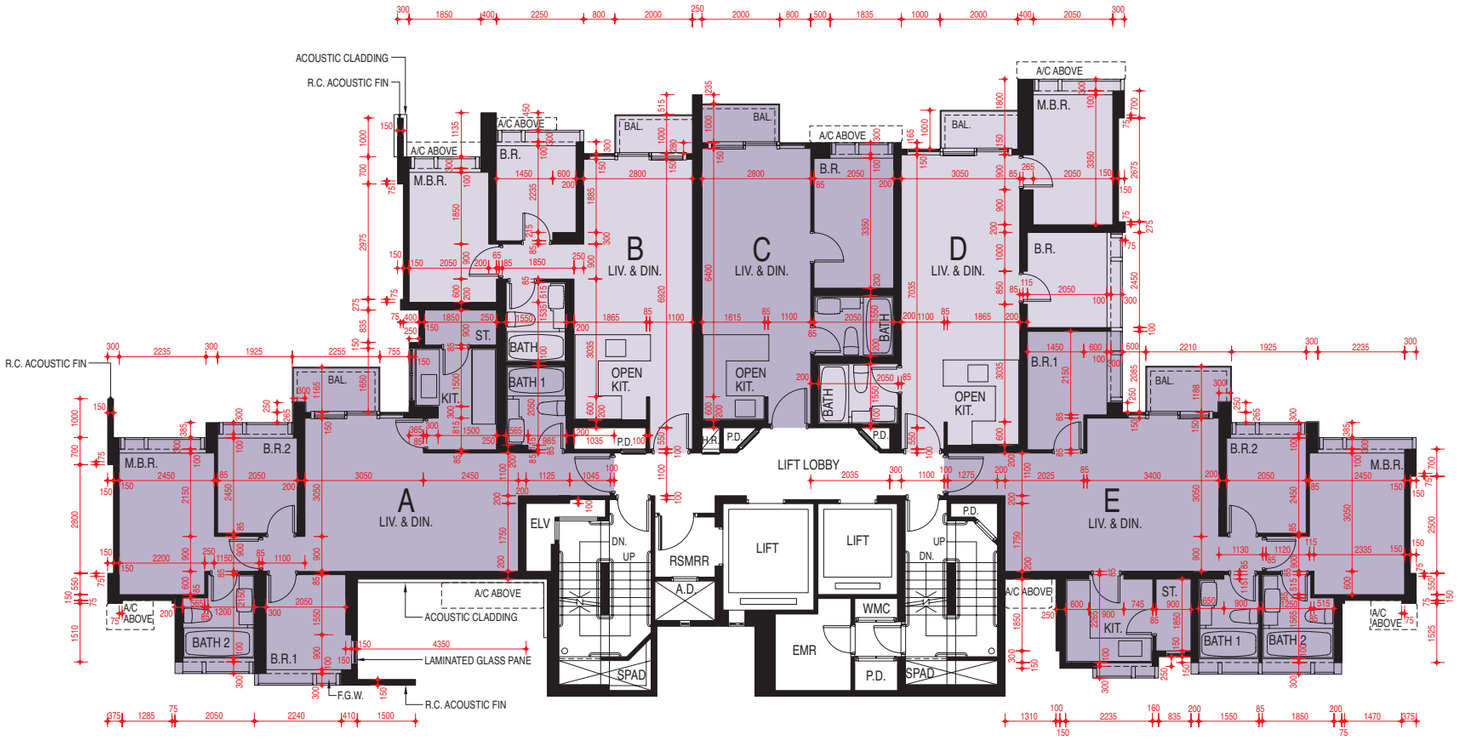
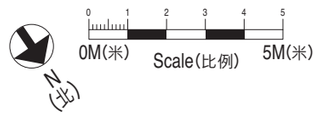

ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
A/C ABOVE
M.B.R.
B.R.
BAL.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
ST.
BATH
BATH 1
KIT.
OPEN KIT.
P.D.
LIFT LOBBY
A
LIV. & DIN.
B.R.2
BATH 2
B.R.1
E
LIV. & DIN.
ELV
DN.
UP
RSMRR
A.D.
LIFT
LIFT
WMC
EMR
SPAD
F.G.W.
LAMINATED GLASS PANE


0
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0M(米)
Scale(比例)
5M(米)
N(北)

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每個住宅物業的樓板(不包括灰泥)的厚度：
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The thickness of the floor slabs (excluding plaster) of each residential property:
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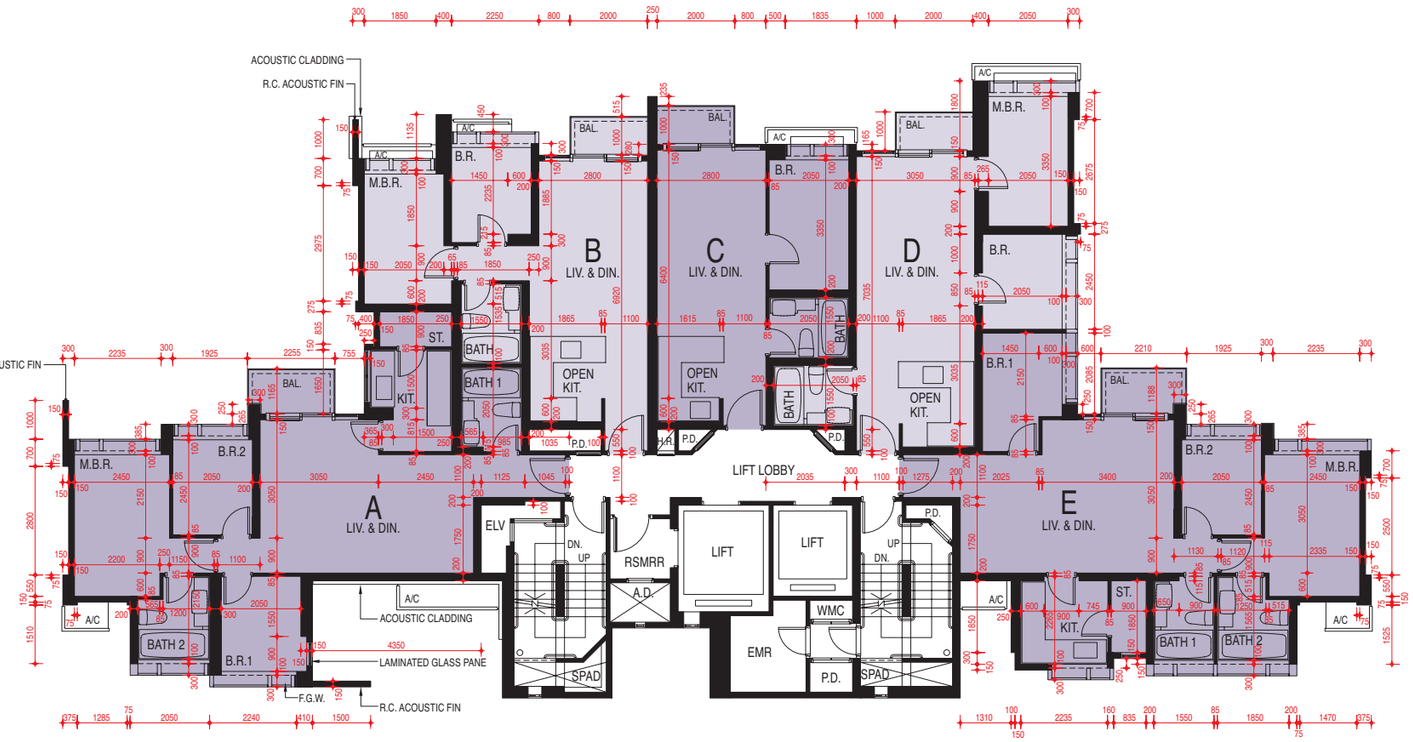
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BAL.
A/C
KIT.
OPEN KIT.
BATH
BATH 1
BATH 2
ST.
P.D.
LIFT LOBBY
ELV
DN.
UP
RSMRR
LIFT
A.D.
WMC
EMR
SPAD
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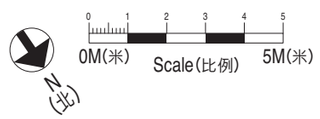
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The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 27/F to 51/F of Tower 8: 150mm
Flats A and E from 27/F to 51/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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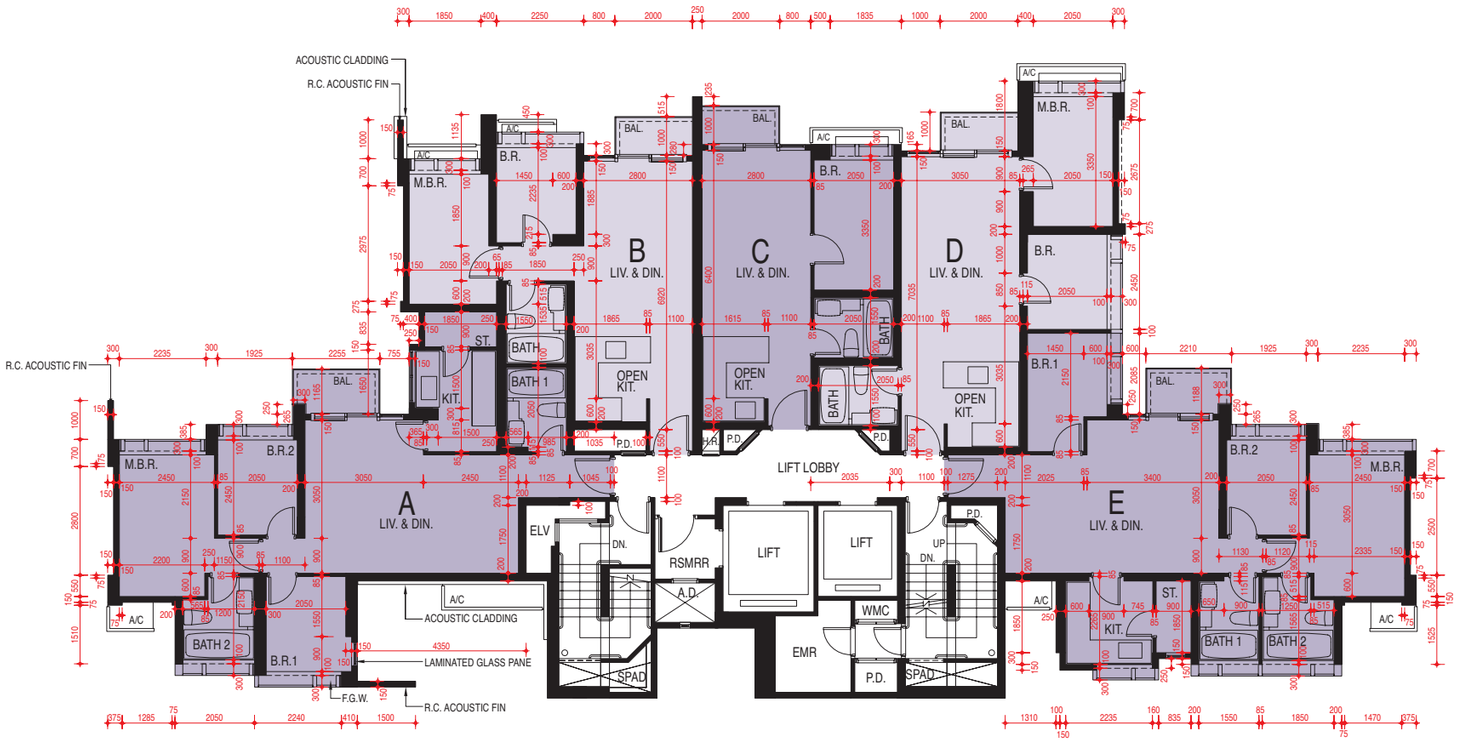
ACOUSTIC CLADDING
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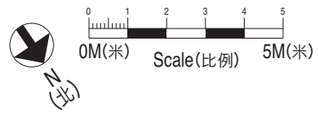
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BAL.
A/C
KIT.
OPEN KIT.
BATH
BATH 1
BATH 2
ST.
P.D.
P.D. 100
LIFT LOBBY
ELV
DN.
RSMRR
A.D.
LIFT
LIFT
UP
DN.
WMC
EMR
SPAD
SPAD
A/C
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN


0
1
2
3
4
5
0M(米)
Scale(比例)
5M(米)
N(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第8座52樓B、C及D單位：150毫米
第8座52樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：
第8座52樓A單位：3.01米、3.26米、3.36米
第8座52樓B單位：3.01米、3.345米、3.36米、3.37米
第8座52樓C單位：3.01米、3.06米、3.36米、3.37米
第8座52樓D單位：3.01米、3.345米、3.36米
第8座52樓E單位：3.01米、3.345米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 52/F of Tower 8: 150mm
Flats A and E on 52/F of Tower 8: 150mm and 325mm

The floor-to-floor height of each residential property:
Flat A on 52/F of Tower 8: 3.01m, 3.26m, 3.36m
Flat B on 52/F of Tower 8: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 52/F of Tower 8: 3.01m, 3.06m, 3.36m, 3.37m
Flat D on 52/F of Tower 8: 3.01m, 3.345m, 3.36m
Flat E on 52/F of Tower 8: 3.01m, 3.345m

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

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

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

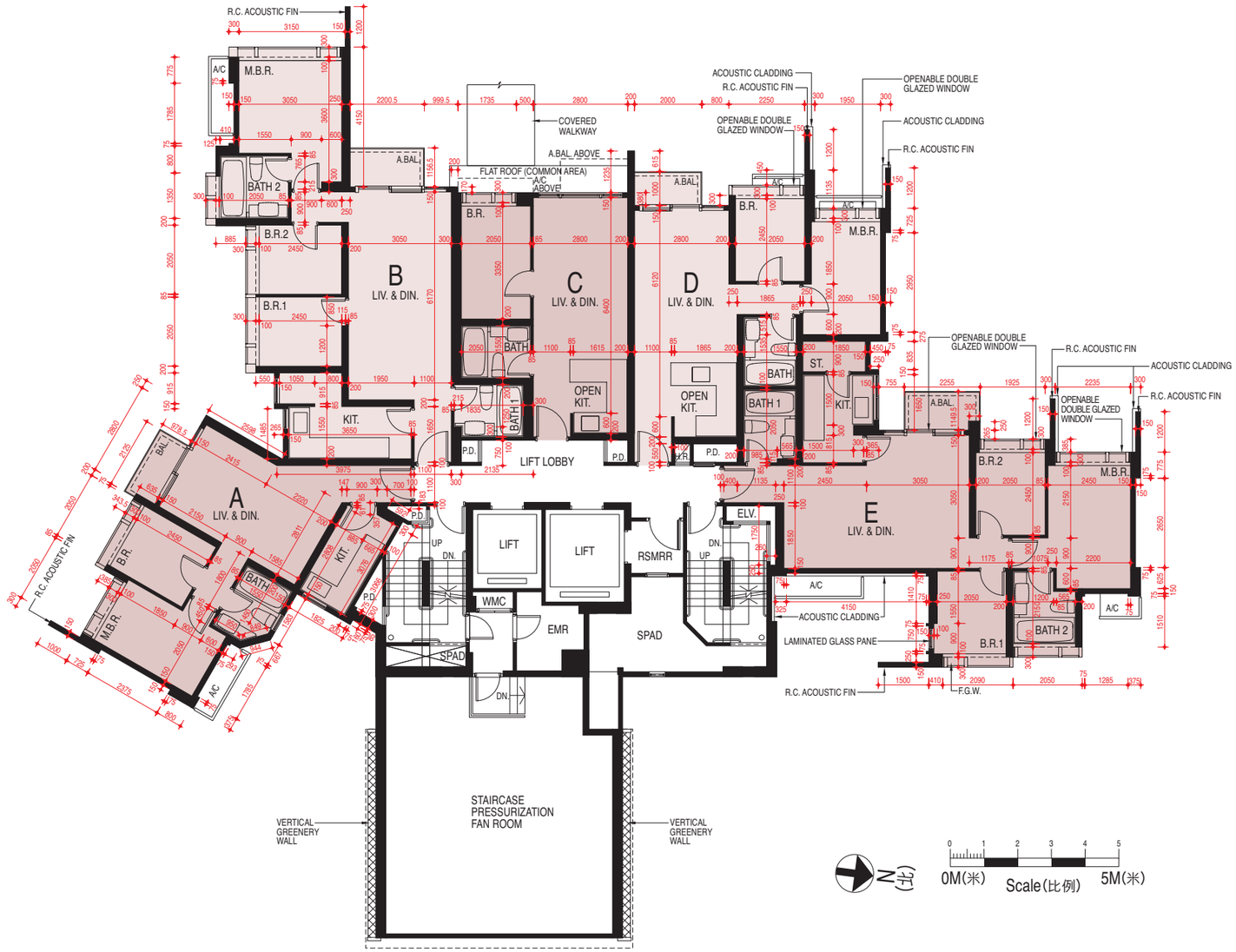
每個住宅物業的層與層之間的高度：
第9座6樓A單位：3.5米、3.85米
第9座6樓B單位：3.5米、3.75米、3.765米、3.85米
第9座6樓D單位：3.5米、3.74米、3.75米
第9座6樓E單位：3.5米、3.75米、3.85米

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

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

The floor-to-floor height of each residential property:
Flat A on 6/F of Tower 9: 3.5m, 3.85m
Flat B on 6/F of Tower 9: 3.5m, 3.75m, 3.765m, 3.85m
Flat D on 6/F of Tower 9: 3.5m, 3.74m, 3.75m
Flat E on 6/F of Tower 9: 3.5m, 3.75m, 3.85m

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


A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BATH
BATH 1
BATH 2
KIT.
OPEN KIT.
A.BAL.
A.BAL. ABOVE
FLAT ROOF (COMMON AREA) A/C ABOVE
COVERED WALKWAY
LIFT LOBBY
P.D.
UP
DN.
LIFT
WMC
EMR
RSMRR
SPAD
ELV.
ST.
A/C
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
OPENABLE DOUBLE GLAZED WINDOW
LAMINATED GLASS PANE
F.G.W.
VERTICAL GREENERY WALL
STAIRCASE PRESSURIZATION FAN ROOM
N(北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第9座7樓B、C及D單位：150毫米
第9座7樓A及E單位：150毫米及325毫米

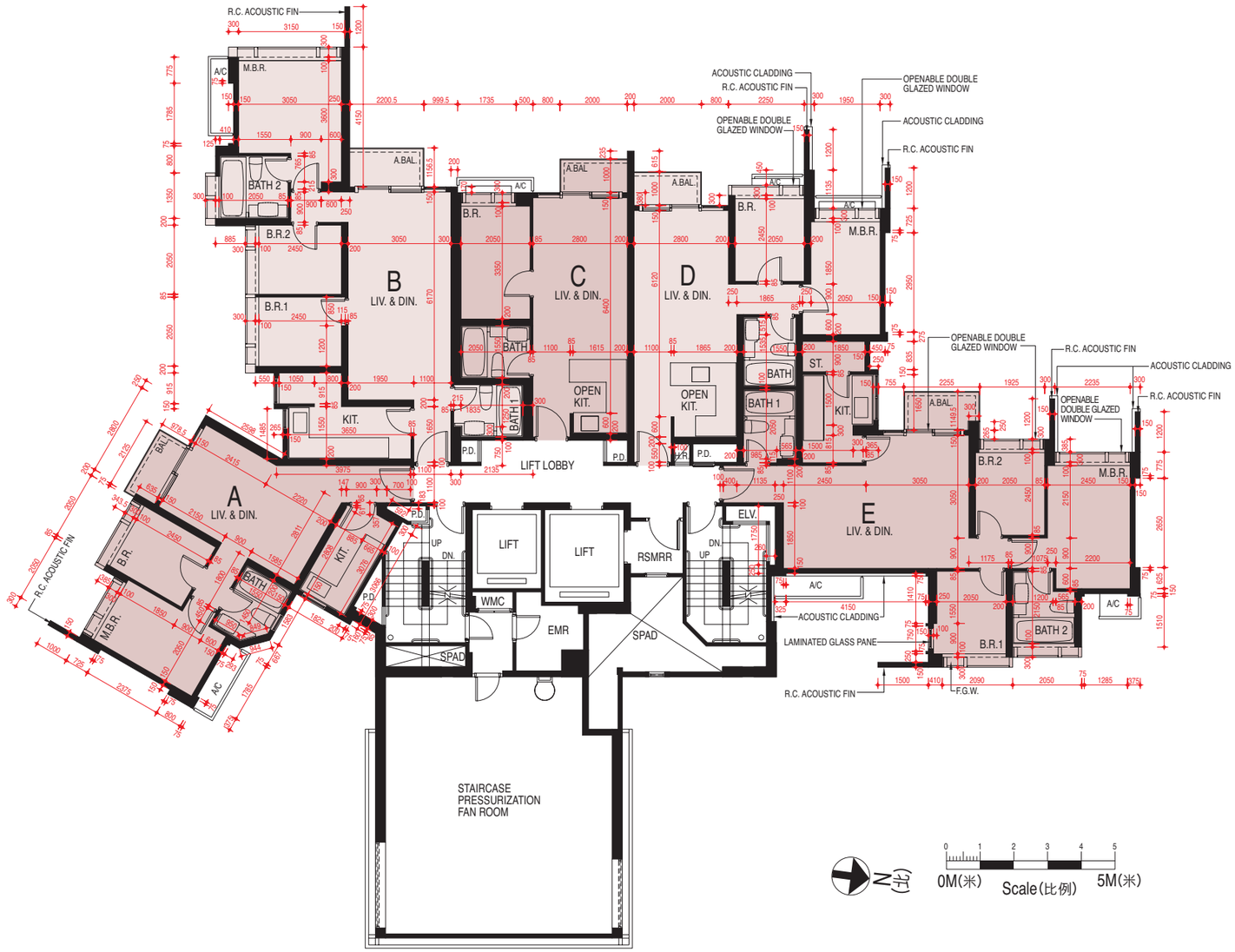
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 7/F of Tower 9: 150mm
Flats A and E on 7/F of Tower 9: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


R.C. ACOUSTIC FIN
A/C
M.B.R.
BATH 2
B.R.2
B.R.1
A.BAL.
B
LIV. & DIN.
B.R.
BATH
BATH 1
C
LIV. & DIN.
OPEN KIT.
KIT.
P.D.
LIFT LOBBY
D
LIV. & DIN.
ACOUSTIC CLADDING
OPENABLE DOUBLE GLAZED WINDOW
ST.
E
LIV. & DIN.
F
LIV. & DIN.
A
LIV. & DIN.
BAL.
ELV.
UP
DN.
LIFT
WMC
EMR
RSMRR
SPAD
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LAMINATED GLASS PANE
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N 北
0M(米)
Scale(比例)
5M(米)

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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第9座8樓B、C及D單位：150毫米
第9座8樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 8/F of Tower 9: 150mm
Flats A and E on 8/F of Tower 9: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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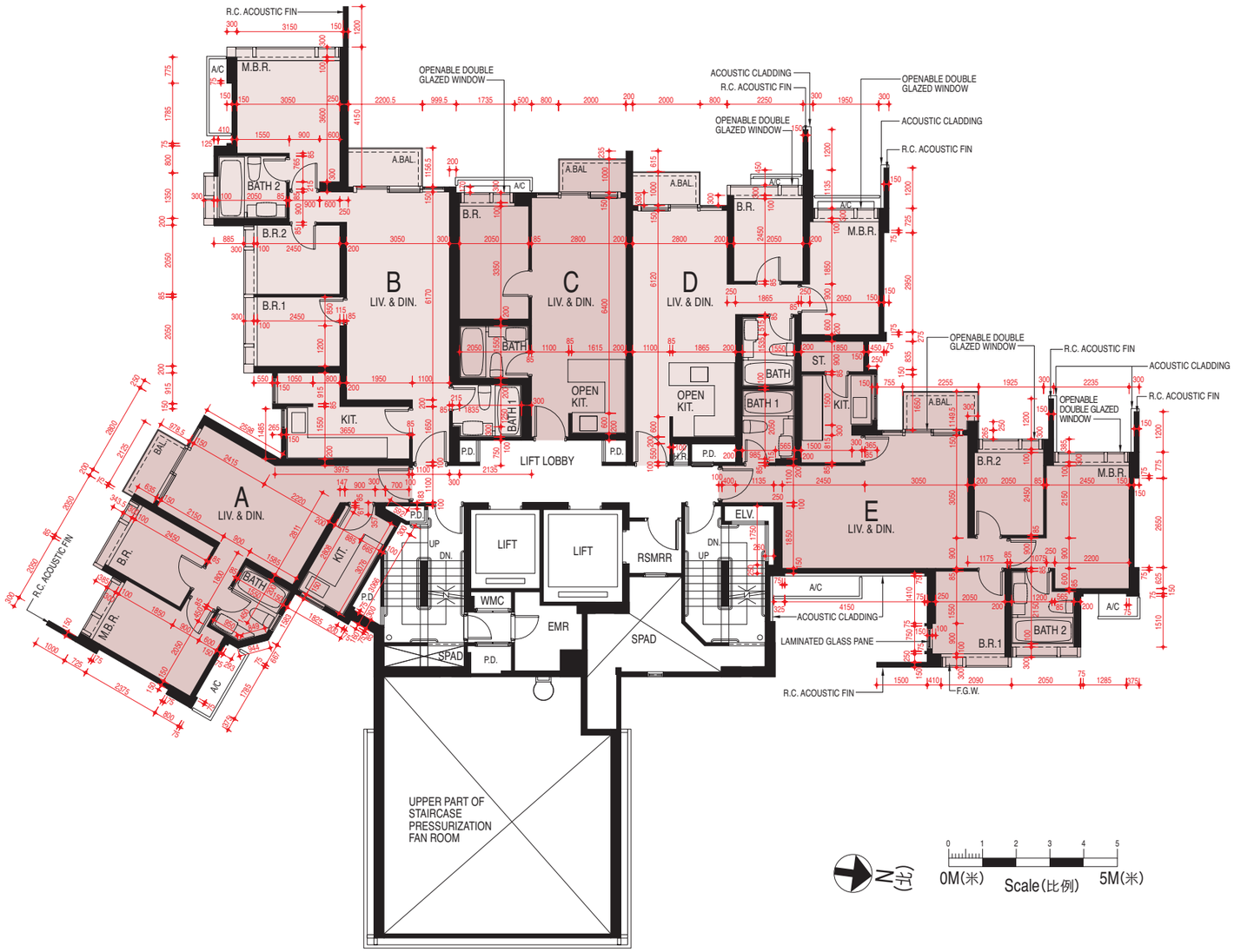
期數的住宅物業的樓面平面圖
Floor plans of residential properties in the Phase



1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
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每個住宅物業的樓板(不包括灰泥)的厚度：
第9座9樓B、C及D單位：150毫米
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每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 9/F of Tower 9: 150mm
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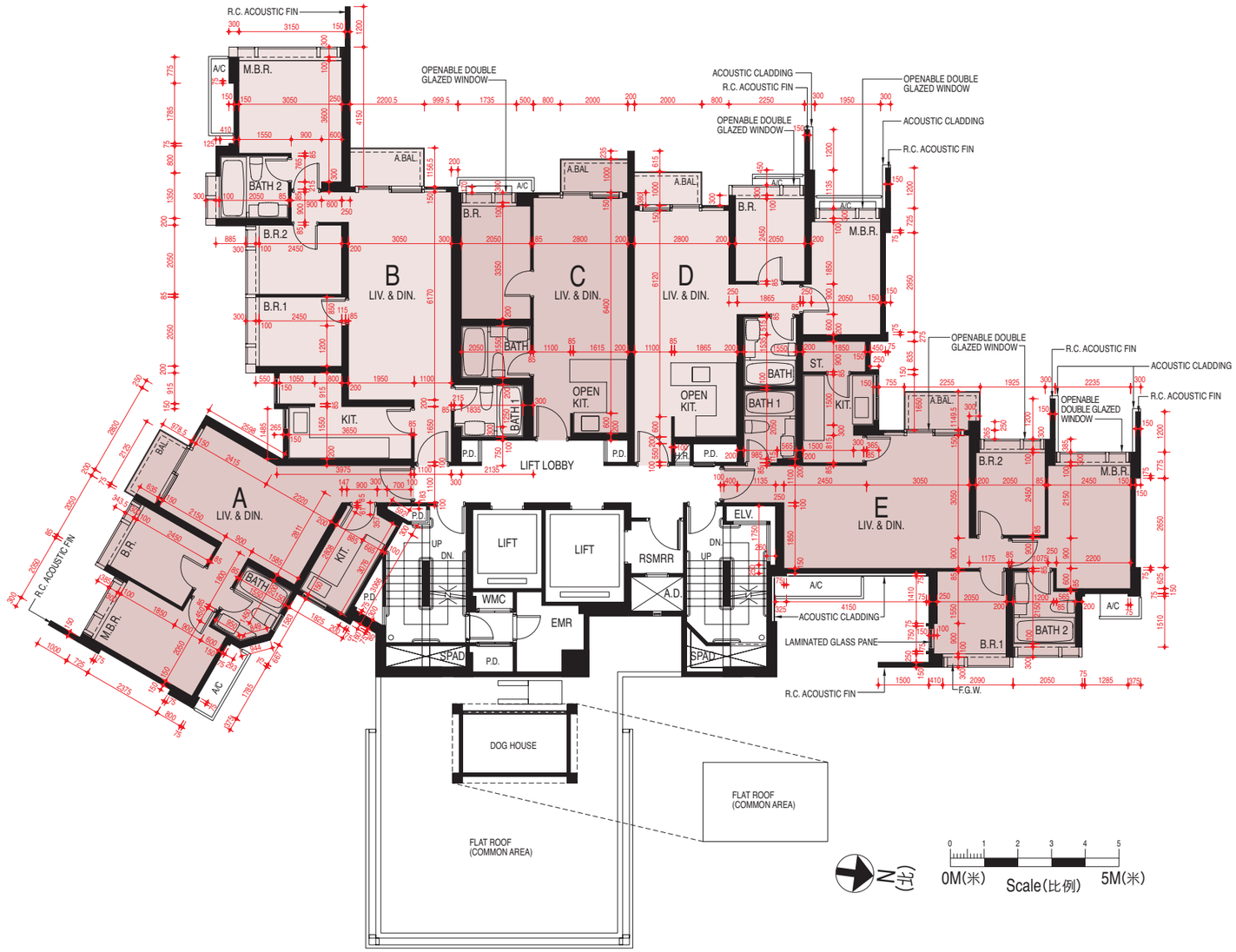
The floor-to-floor height of each residential property: 3.01m

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


A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BATH
BATH 1
BATH 2
KIT.
OPEN KIT.
A.BAL
P.D.
A/C
ST.
LIFT LOBBY
LIFT
LIFT
WMC
EMR
RSMRR
A.D.
ELV.
UP
DN.
SPAD
SPAD
DOG HOUSE
FLAT ROOF (COMMON AREA)
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R.C. ACOUSTIC FIN
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F.G.W.
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0M(米)
Scale(比例)
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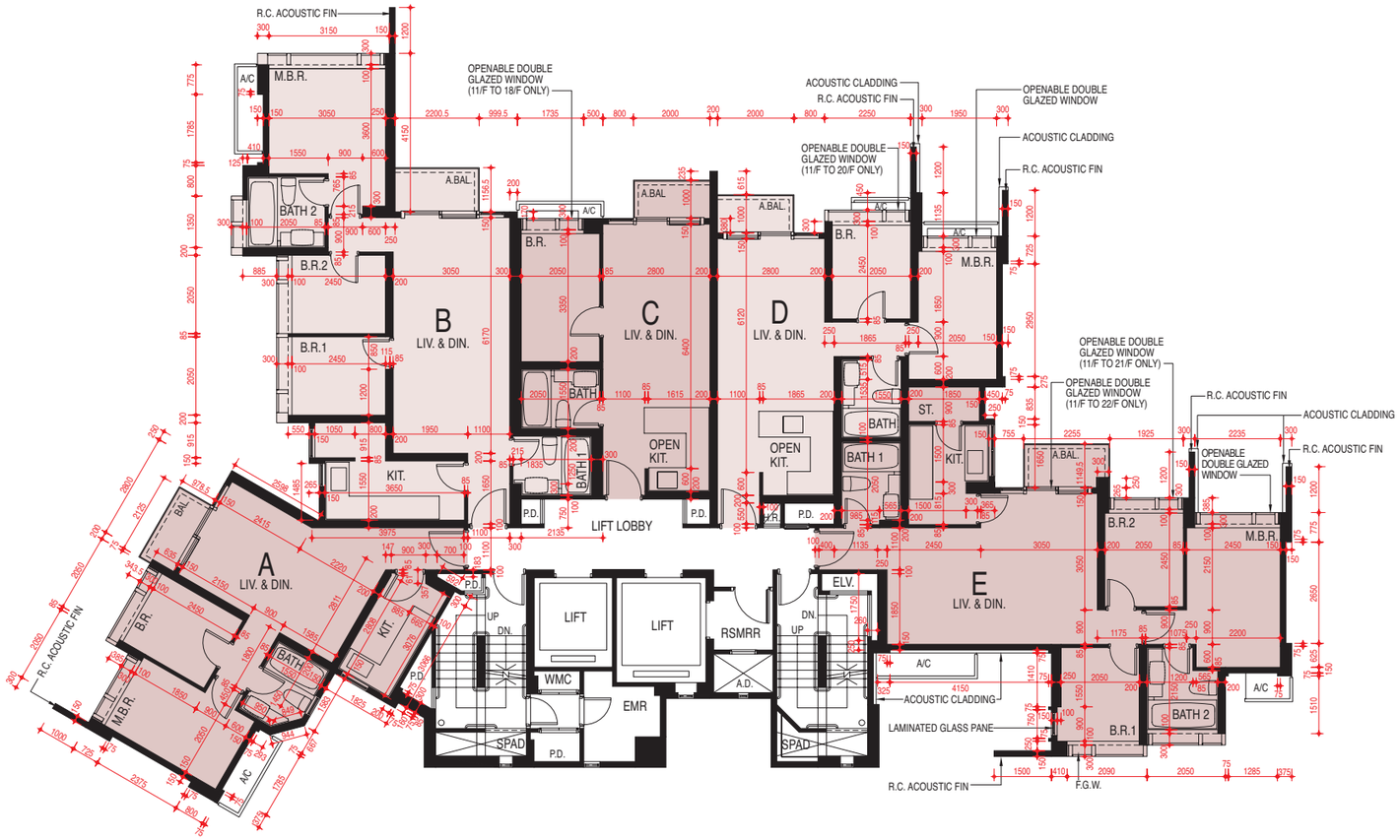

N(北)

0M(米) Scale(比例) 5M(米)

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第9座23樓B單位：3.01米、3.26米、3.345米、3.36米
第9座23樓C單位：3.01米、3.06米、3.36米
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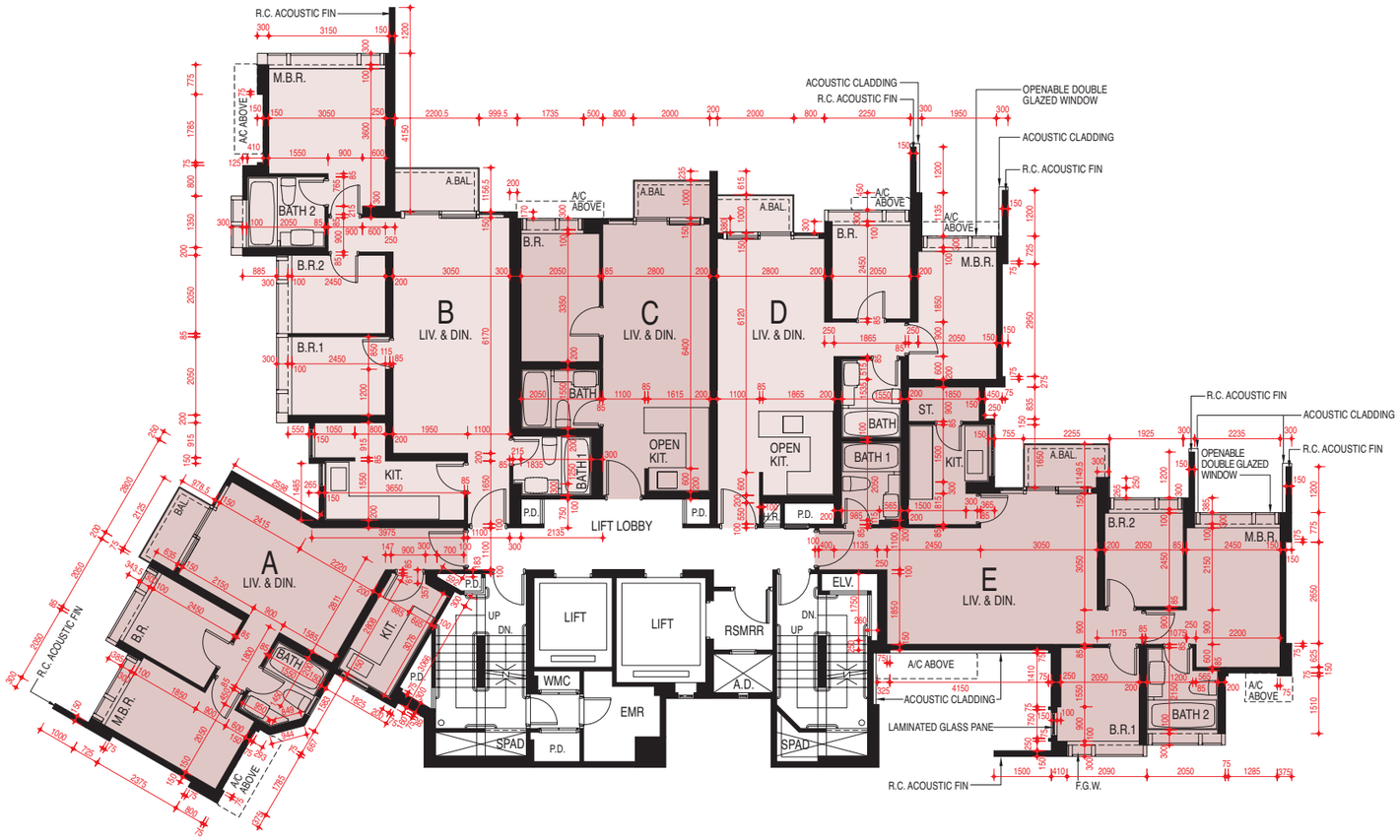
R.C. ACOUSTIC FIN
M.B.R.
A/C ABOVE
BATH 2
B.R.2
B.R.1
A.BAL.
B
LIV. & DIN.
KIT.
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BATH
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P.D.
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D
LIV. & DIN.
ACOUSTIC CLADDING
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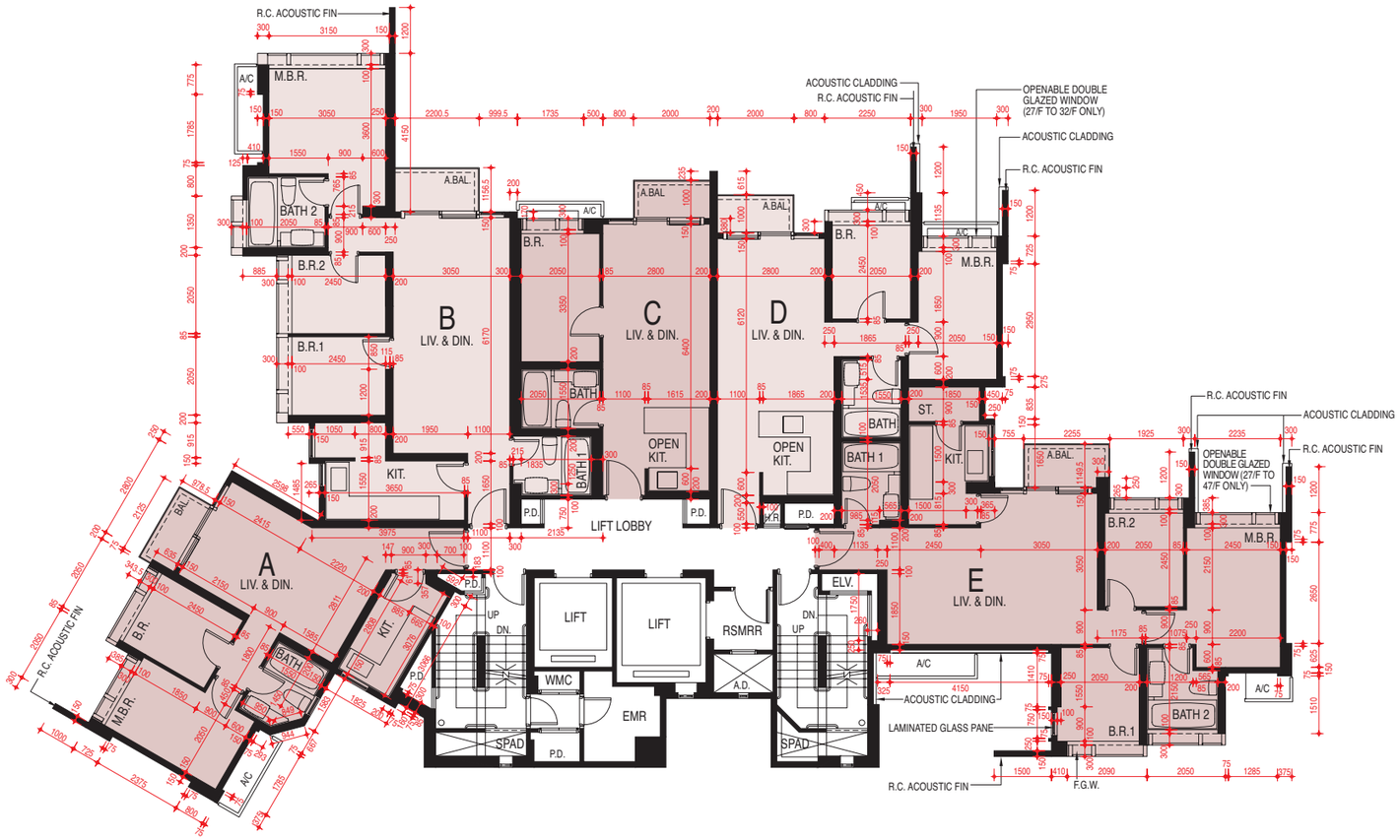

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『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第9座27樓至51樓B、C及D單位：150毫米
第9座27樓至51樓A及E單位：150毫米及325毫米

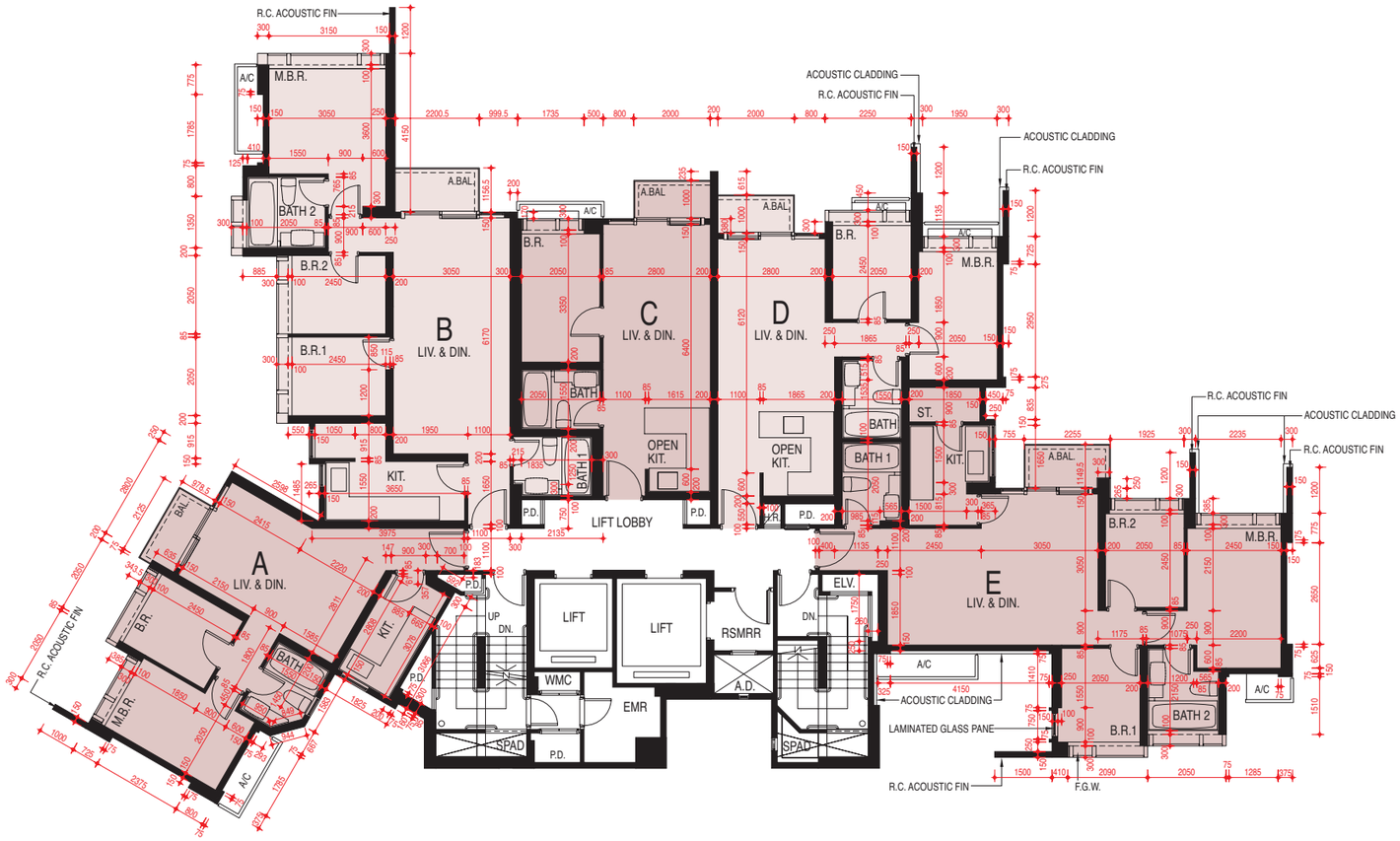
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 27/F to 51/F of Tower 9: 150mm
Flats A and E from 27/F to 51/F of Tower 9: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
A
LIV. & DIN.
B
LIV. & DIN.
C
LIV. & DIN.
D
LIV. & DIN.
E
LIV. & DIN.
M.B.R.
B.R.1
B.R.2
B.R.
BATH 2
BATH 1
BATH
KIT.
OPEN KIT.
ST.
A.BAL.
A/C
P.D.
LIFT LOBBY
LIFT
WMC
EMR
RSMRR
A.D.
ELV.
UP
DN.
SPAD
LAMINATED GLASS PANE
F.G.W.
N (北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
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"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第9座52樓B、C及D單位：150毫米
第9座52樓A及E單位：150毫米及325毫米

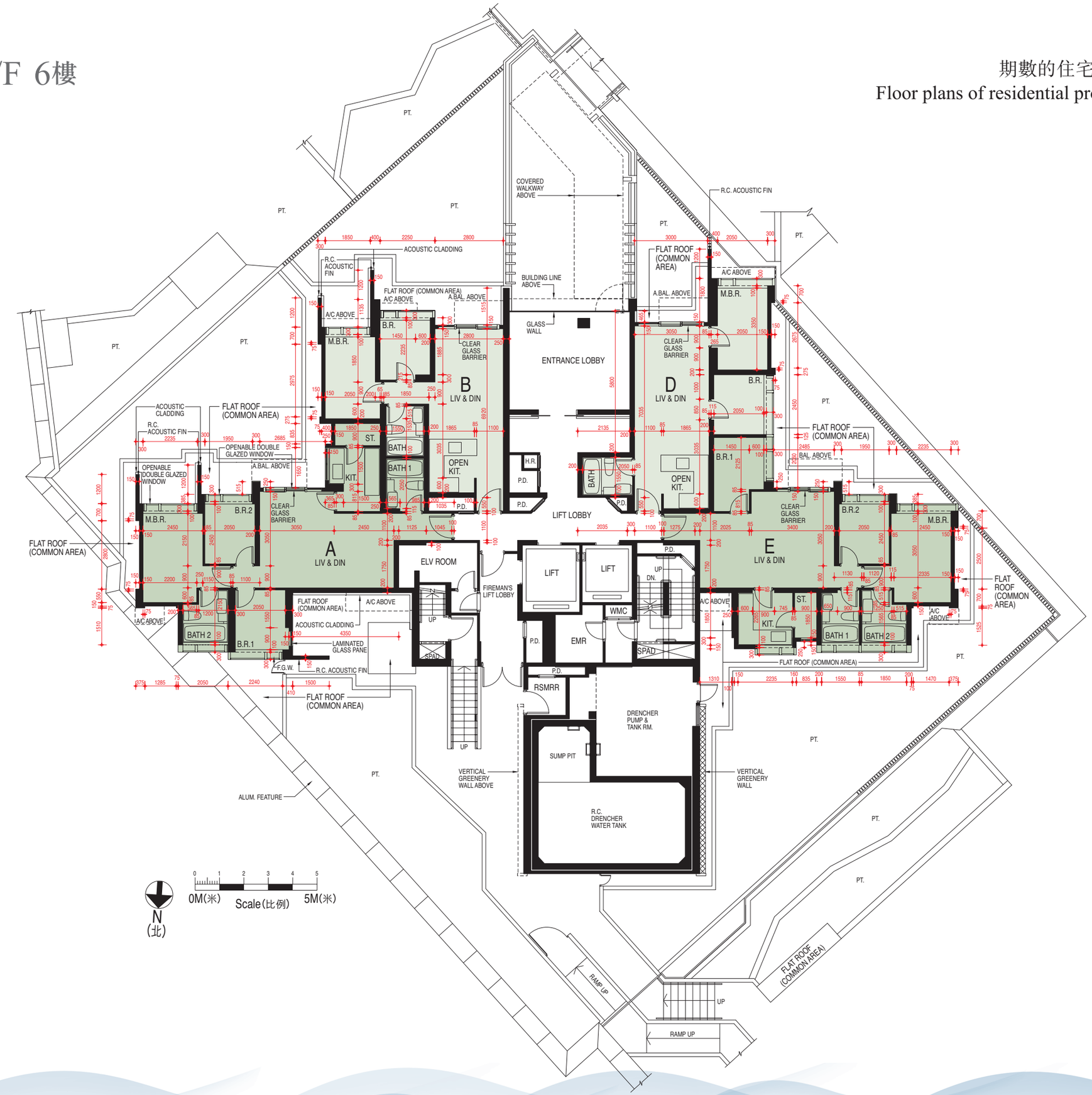
每個住宅物業的層與層之間的高度：
第9座52樓A單位：3.01米、3.26米
第9座52樓B單位：3.01米、3.26米、3.345米、3.36米
第9座52樓C單位：3.01米、3.06米、3.36米
第9座52樓D單位：3.01米、3.36米、3.37米
第9座52樓E單位：3.01米、3.26米、3.36米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 52/F of Tower 9: 150mm
Flats A and E on 52/F of Tower 9: 150mm and 325mm

The floor-to-floor height of each residential property:
Flat A on 52/F of Tower 9: 3.01m, 3.26m
Flat B on 52/F of Tower 9: 3.01m, 3.26m, 3.345m, 3.36m
Flat C on 52/F of Tower 9: 3.01m, 3.06m, 3.36m
Flat D on 52/F of Tower 9: 3.01m, 3.36m, 3.37m
Flat E on 52/F of Tower 9: 3.01m, 3.26m, 3.36m

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


PT.
COVERED WALKWAY ABOVE
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
BUILDING LINE ABOVE
FLAT ROOF (COMMON AREA)
A/C ABOVE
A.BAL. ABOVE
GLASS WALL
ENTRANCE LOBBY
M.B.R.
B.R.
CLEAR GLASS BARRIER
B
LIV & DIN
D
LIV & DIN
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
OPENABLE DOUBLE GLAZED WINDOW
BAL. ABOVE
ST.
BATH
BATH 1
KIT.
OPEN KIT.
H.R.
P.D.
B.R.1
B.R.2
LIFT LOBBY
A
LIV & DIN
E
LIV & DIN
ELV ROOM
FIREMAN'S LIFT LOBBY
LIFT
LIFT
UP
DN.
WMC
EMR
SPAD
RSMRR
DRENCHER PUMP & TANK RM.
SUMP PIT
R.C. DRENCHER WATER TANK
BATH 2
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN
VERTICAL GREENERY WALL ABOVE
VERTICAL GREENERY WALL
ALUM. FEATURE
RAMP UP
RAMP UP
FLAT ROOF (COMMON AREA)
N (北)
0M(米)
Scale(比例)
5M(米)

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3. 發展項目提供的住宅單位總數：2,406。
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1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：150毫米

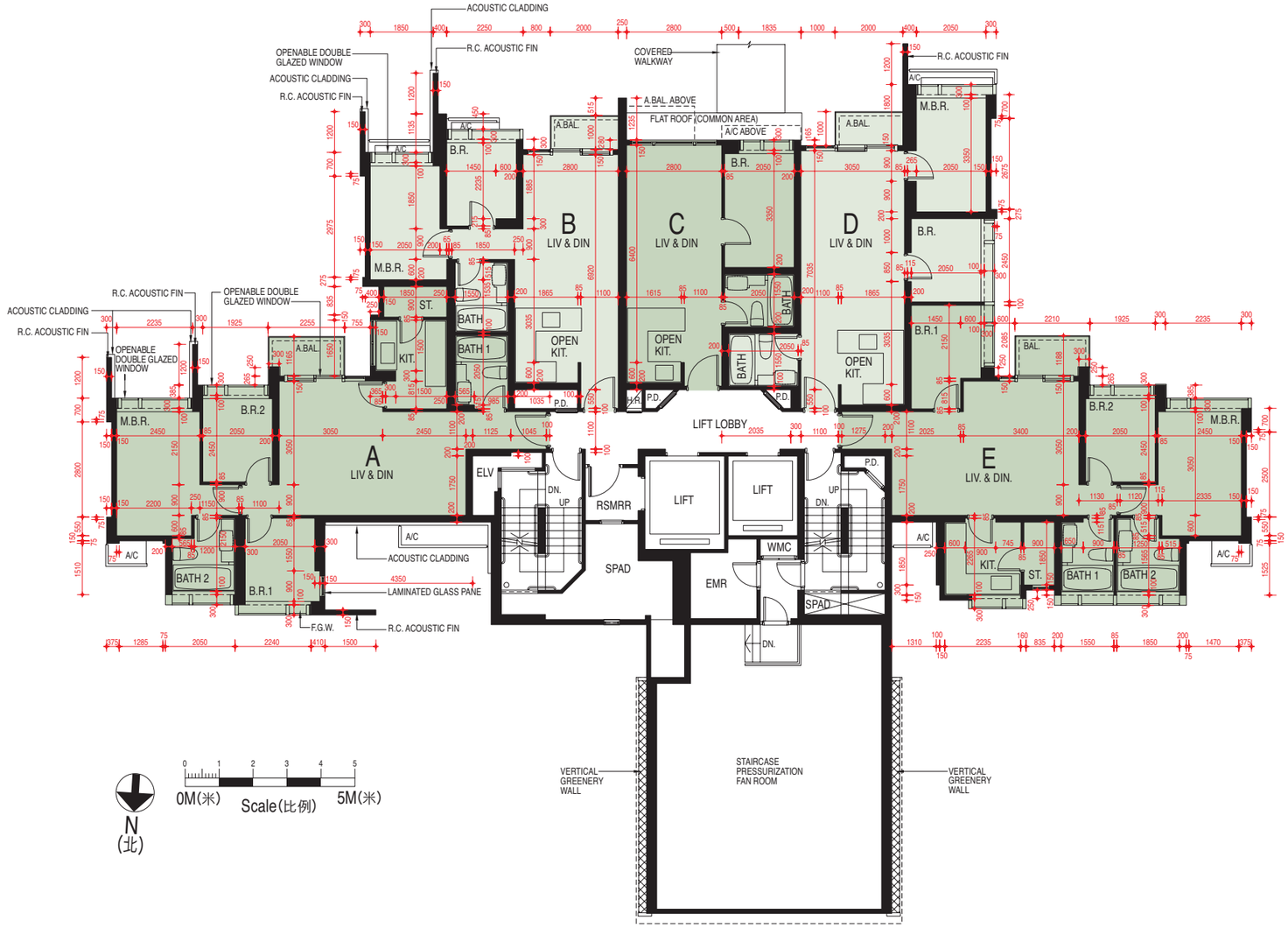
每個住宅物業的層與層之間的高度：
第10座6樓A單位：3.5米、3.75米、3.85米
第10座6樓B單位：3.5米、3.74米、3.75米、3.765米
第10座6樓D單位：3.5米、3.765米、3.75米
第10座6樓E單位：3.5米、3.765米

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

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

The floor-to-floor height of each residential property:
Flat A on 6/F of Tower 10: 3.5m, 3.75m, 3.85m
Flat B on 6/F of Tower 10: 3.5m, 3.74m, 3.75m, 3.765m
Flat D on 6/F of Tower 10: 3.5m, 3.765m, 3.75m
Flat E on 6/F of Tower 10: 3.5m, 3.765m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
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A
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D
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LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
A.BAL.
BAL.
A/C
KIT.
OPEN KIT.
BATH
BATH 1
BATH 2
ST.
P.D.
LIFT LOBBY
LIFT
ELV
DN.
UP
RSMRR
SPAD
EMR
WMC
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN
VERTICAL GREENERY WALL
STAIRCASE PRESSURIZATION FAN ROOM
N
(北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座7樓B、C及D單位：150毫米
第10座7樓A及E單位：150毫米及325毫米

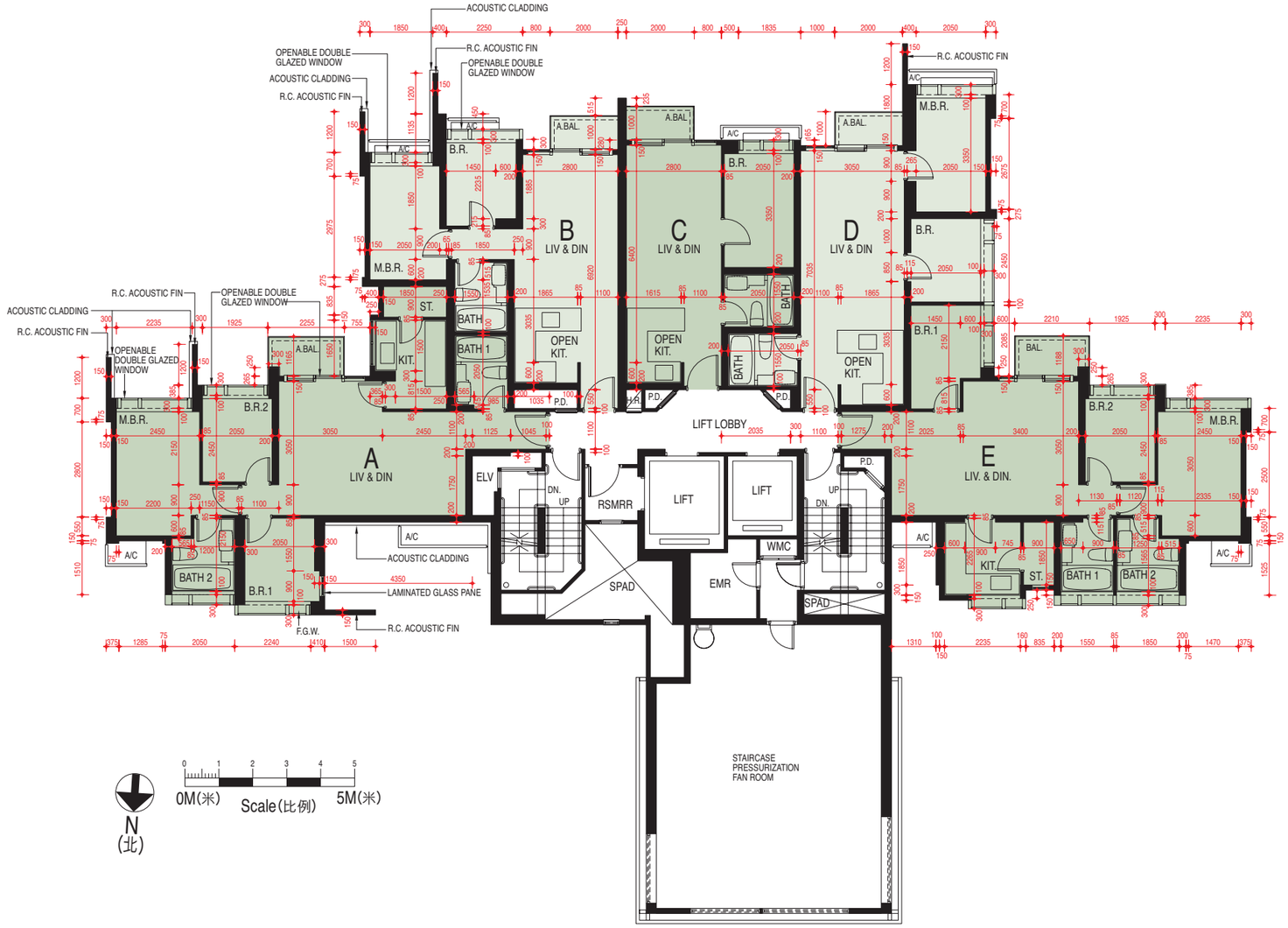
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 7/F of Tower 10: 150mm
Flats A and E on 7/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
OPENABLE DOUBLE GLAZED WINDOW
R.C. ACOUSTIC FIN
A
LIV & DIN
B
LIV & DIN
C
LIV & DIN
D
LIV & DIN
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
BATH
BATH 1
BATH 2
ST.
KIT.
OPEN KIT.
A.BAL.
BAL.
A/C
P.D.
LIFT LOBBY
LIFT
ELV
DN.
UP
RSMRR
WMC
EMR
SPAD
STAIRCASE PRESSURIZATION FAN ROOM
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN
0M(米)
Scale(比例)
5M(米)
N
(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座8樓B、C及D單位：150毫米
第10座8樓A及E單位：150毫米及325毫米

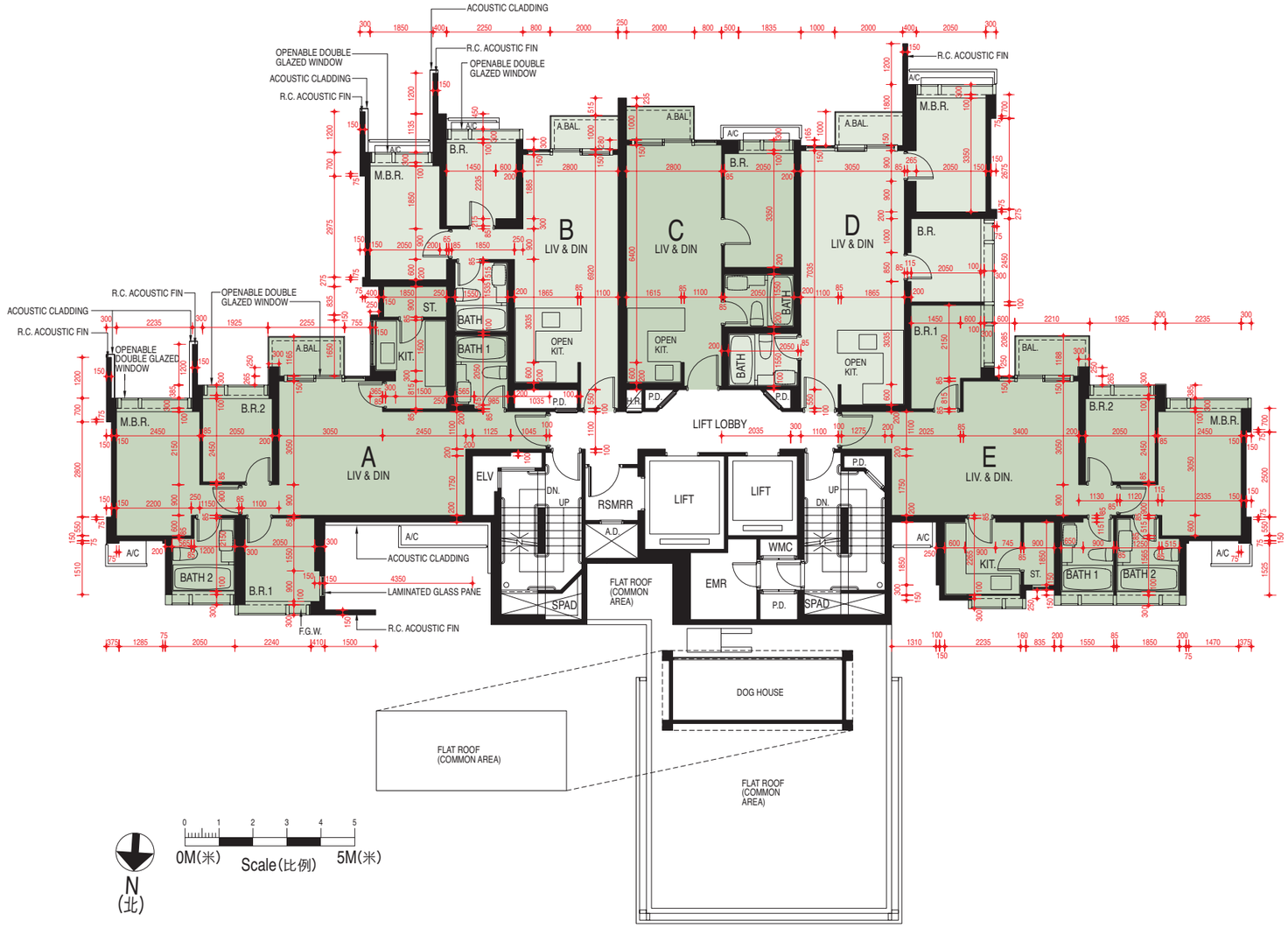
每個住宅物業的層與層之間的高度：3.01米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 8/F of Tower 10: 150mm
Flats A and E on 8/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
A
LIV & DIN
B
LIV & DIN
C
LIV & DIN
D
LIV & DIN
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
A.BAL.
BAL.
A/C
KIT.
OPEN KIT.
ST.
BATH
BATH 1
BATH 2
P.D.
H.R.
LIFT LOBBY
ELV
DN.
UP
RSMRR
LIFT
A.D.
WMC
EMR
SPAD
FLAT ROOF (COMMON AREA)
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
DOG HOUSE
N (北)
0M(米)
Scale(比例)
5M(米)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座9樓B、C及D單位：150毫米
第10座9樓A及E單位：150毫米及325毫米

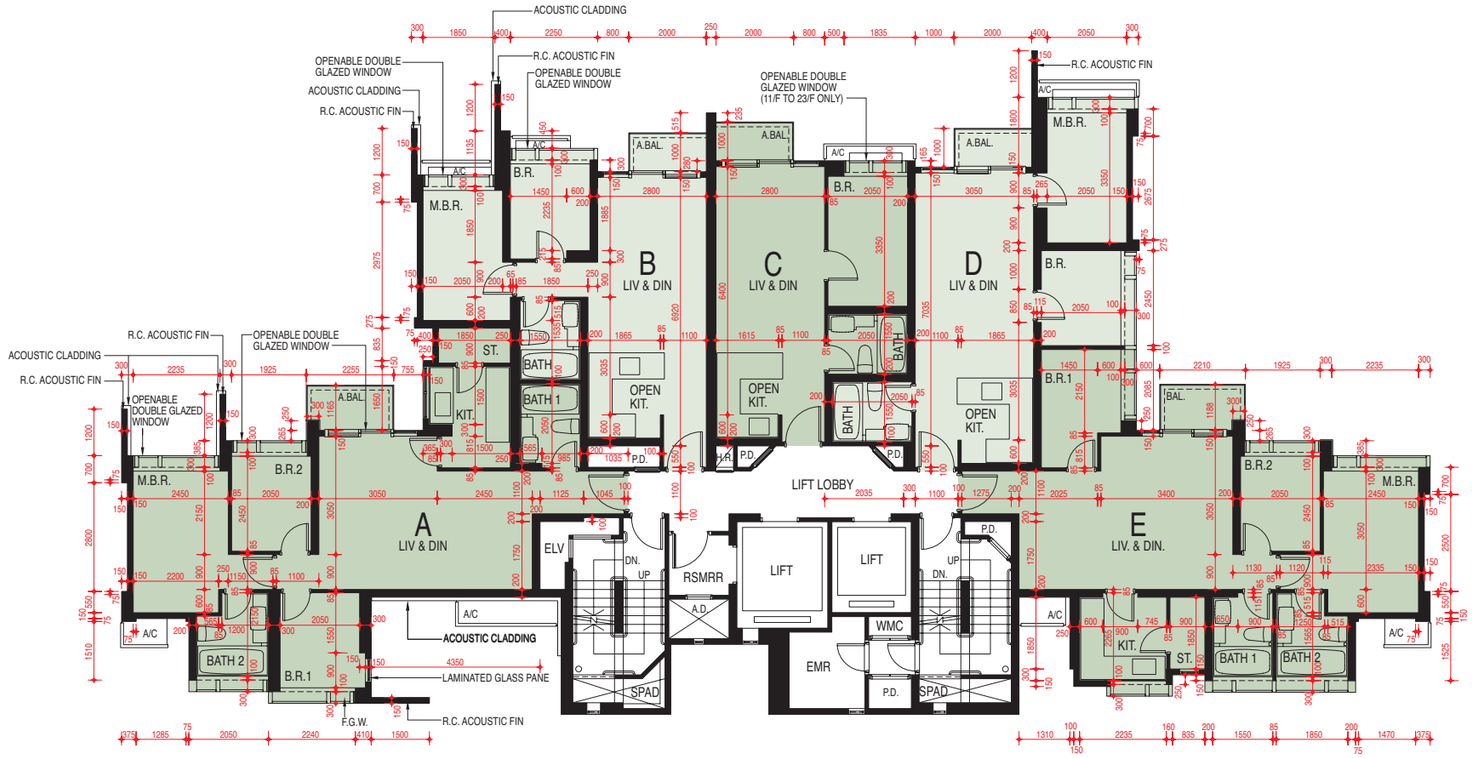
每個住宅物業的層與層之間的高度：3.01米

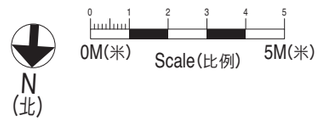
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 9/F of Tower 10: 150mm
Flats A and E on 9/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
OPENABLE DOUBLE GLAZED WINDOW (11/F TO 23/F ONLY)
A
LIV & DIN
B
LIV & DIN
C
LIV & DIN
D
LIV & DIN
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
A.BAL.
BAL.
A/C
KIT.
ST.
BATH
BATH 1
BATH 2
OPEN KIT.
P.D.
H.R.
LIFT LOBBY
ELV
DN.
UP
RSMRR
LIFT
A.D.
WMC
EMR
SPAD
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN


0 1 2 3 4 5
0M(米)
Scale(比例)
5M(米)
N
(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座10樓至23樓B、C及D單位：150毫米
第10座10樓至23樓A及E單位：150毫米及325毫米

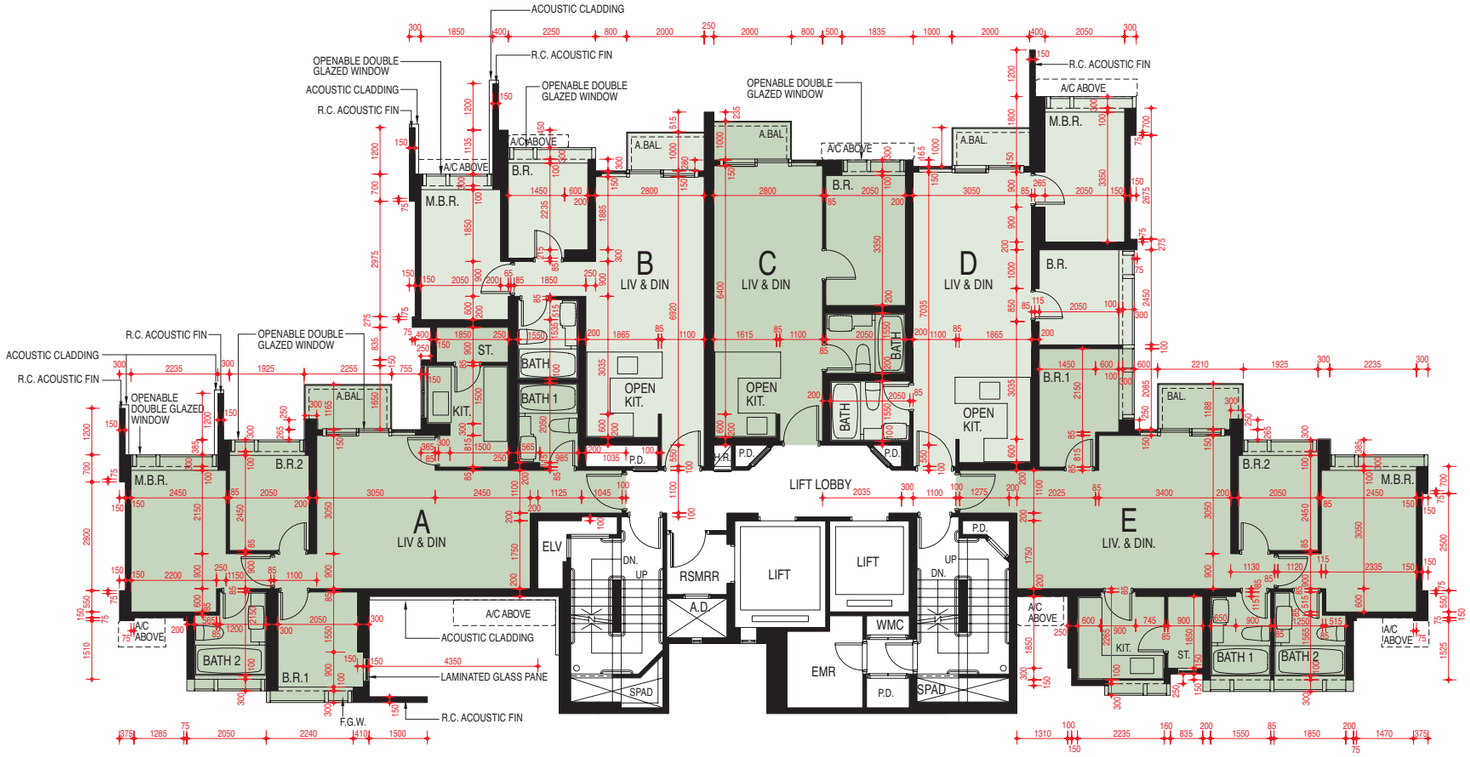
每個住宅物業的層與層之間的高度：
第10座10樓至22樓所有單位：3.01米
第10座23樓A單位：3.01米、3.26米、3.36米
第10座23樓B單位：3.01米、3.345米、3.36米、3.37米
第10座23樓C單位：3.01米、3.06米、3.36米、3.37米
第10座23樓D單位：3.01米、3.36米、3.345米
第10座23樓E單位：3.01米、3.345米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 10/F to 23/F of Tower 10: 150mm
Flats A and E from 10/F to 23/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property:
All flats from 10/F to 22/F of Tower 10: 3.01m
Flat A on 23/F of Tower 10: 3.01m, 3.26m, 3.36m
Flat B on 23/F of Tower 10: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 23/F of Tower 10: 3.01m, 3.06m, 3.36m, 3.37m
Flat D on 23/F of Tower 10: 3.01m, 3.36m, 3.345m
Flat E on 23/F of Tower 10: 3.01m, 3.345m

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



0M(米) Scale(比例) 5M(米)

N (北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
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3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
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3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座26樓B、C及D單位：150毫米
第10座26樓A及E單位：150毫米及325毫米

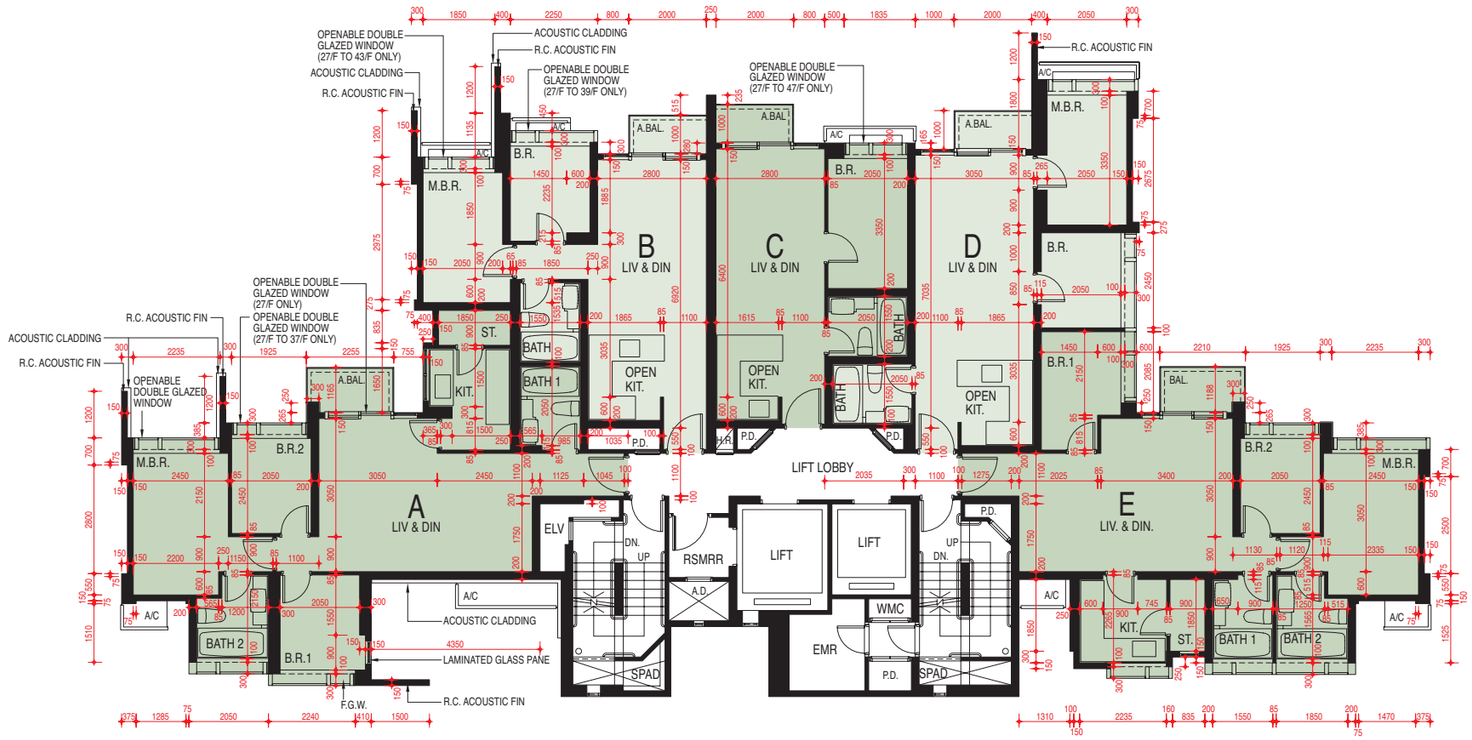
每個住宅物業的層與層之間的高度：3.01米

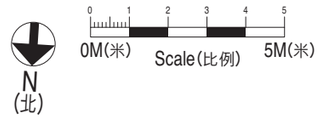
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 26/F of Tower 10: 150mm
Flats A and E on 26/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


OPENABLE DOUBLE GLAZED WINDOW (27/F TO 43/F ONLY)
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW (27/F TO 39/F ONLY)
OPENABLE DOUBLE GLAZED WINDOW (27/F TO 47/F ONLY)
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW (27/F ONLY)
OPENABLE DOUBLE GLAZED WINDOW (27/F TO 37/F ONLY)
R.C. ACOUSTIC FIN
ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
OPENABLE DOUBLE GLAZED WINDOW
A
LIV & DIN
B
LIV & DIN
C
LIV & DIN
D
LIV & DIN
E
LIV. & DIN.
M.B.R.
B.R.
B.R.1
B.R.2
A.BAL.
BAL.
A/C
KIT.
OPEN KIT.
ST.
BATH
BATH 1
BATH 2
P.D.
LIFT LOBBY
ELV
DN.
UP
RSMRR
LIFT
LIFT
A.D.
WMC
EMR
SPAD
ACOUSTIC CLADDING
LAMINATED GLASS PANE
F.G.W.
R.C. ACOUSTIC FIN


0M(米)
Scale(比例)
5M(米)
N
(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
2. (a) 發展項目公契第三附表第3(a)分條訂明：
『「業主」不得進行或容許或容受進行任何與任何「住宅單位」有關連而會導致該「住宅單位」與毗連或鄰近「住宅單位」內部相通及可從毗連或鄰近「住宅單位」進出的工程(包括但不限於任何分隔牆、任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲[地政總署署長]或不時將之取代之任何其他政府機關事先書面同意(該同意可按其絕對酌情權發出或拒絕，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費))。』
(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座27樓至51樓B、C及D單位：150毫米
第10座27樓至51樓A及E單位：150毫米及325毫米

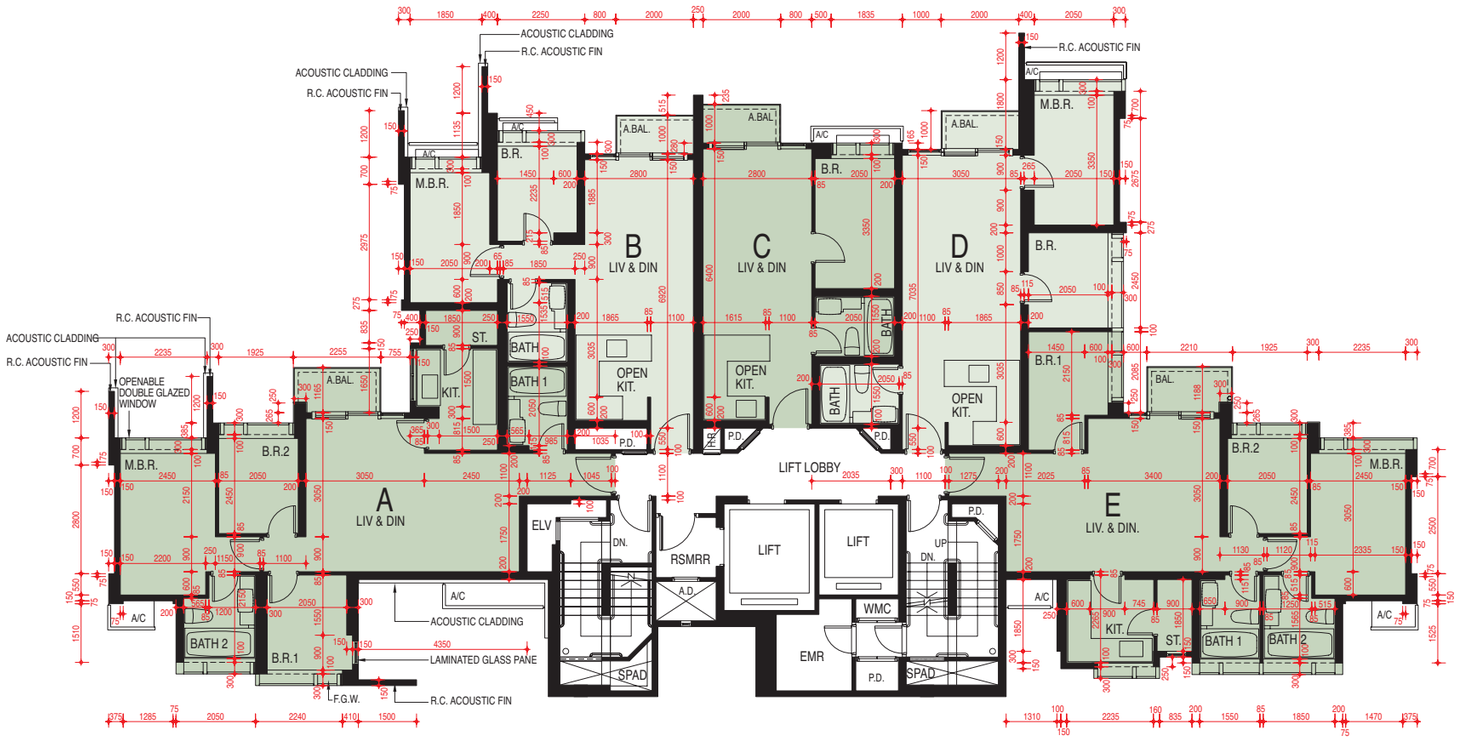
每個住宅物業的層與層之間的高度：3.01米

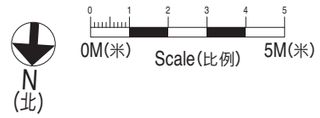
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註: 此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D from 27/F to 51/F of Tower 10: 150mm
Flats A and E from 27/F to 51/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property: 3.01m

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


ACOUSTIC CLADDING
R.C. ACOUSTIC FIN
A
LIV & DIN
B
LIV & DIN
C
LIV & DIN
D
LIV & DIN
E
LIV. & DIN.
M.B.R.
B.R.2
B.R.1
B.R.
BATH 1
BATH 2
BATH
ST.
KIT.
OPEN KIT.
A.BAL.
A/C
P.D.
OPENABLE DOUBLE GLAZED WINDOW
LIFT LOBBY
ELV
DN.
RSMRR
LIFT
A.D.
UP
WMC
EMR
SPAD
F.G.W.
LAMINATED GLASS PANE
BAL.


0
1
2
3
4
5
0M(米)
Scale(比例)
5M(米)
N
(北)

1. 根據批地文件第(19)(e)條批地特別條款，發展項目住宅單位總數不得少於2,384個，而於該總數中，不少於1,235個住宅單位之實用面積須不超過50平方米。
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(b) 發展項目公契第三附表第3(b)分條訂明：
『「管理人」須在管理處備存由[地政總署署長]或不時將之取代之任何其他政府機關提供、關於本公契第三附表第3(a)分條項下發出之同意書的資訊的紀錄，供所有「業主」免費查閱及供所有「業主」自費及在繳付合理費用後複印，所收到之費用須撥入「特別基金」的住宅賬目。』
3. 發展項目提供的住宅單位總數：2,406。
4. 發展項目提供的實用面積不超過50平方米的住宅單位總數：1,280。

1. Under Special Condition (19)(e) of the Land Grant, the total number of residential units in the Development shall not be less than 2,384, and out of that total number not less than 1,235 residential units each shall be in the size of not exceeding 50 squares metres in saleable area.
2. (a) Sub-clause 3(a) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the [Director of Lands] or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion."
(b) Sub-clause 3(b) of the Third Schedule of the Deed of Mutual Covenant of the Development provides that:
"The Manager shall deposit in the management office the record provided by the [Director of Lands] or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the residential account of the Special Fund."
3 The total number of residential units provided in the Development: 2,406.
4. The total number of residential units provided in the Development in the size of not exceeding 50 squares metres in saleable area: 1,280.

每個住宅物業的樓板(不包括灰泥)的厚度：
第10座52樓B、C及D單位：150毫米
第10座52樓A及E單位：150毫米及325毫米

每個住宅物業的層與層之間的高度：
第10座52樓A單位：3.01米、3.26米、3.36米
第10座52樓B單位：3.01米、3.345米、3.36米、3.37米
第10座52樓C單位：3.01米、3.06米、3.36米、3.37米
第10座52樓D單位：3.01米、3.345米、3.36米
第10座52樓E單位：3.01米、3.345米

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

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats B, C and D on 52/F of Tower 10: 150mm
Flats A and E on 52/F of Tower 10: 150mm and 325mm

The floor-to-floor height of each residential property:
Flat A on 52/F of Tower 10: 3.01m, 3.26m, 3.36m
Flat B on 52/F of Tower 10: 3.01m, 3.345m, 3.36m, 3.37m
Flat C on 52/F of Tower 10: 3.01m, 3.06m, 3.36m, 3.37m
Flat D on 52/F of Tower 10: 3.01m, 3.345m, 3.36m
Flat E on 52/F of Tower 10: 3.01m, 3.345m

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

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第6座 Tower 6	6樓 6/F	B	70.912 **(763)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	103.402 **(1,113)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
	7樓至21樓 7/F to 21/F	A	70.023 **(754)** 露台 Balcony: 2.555 **(28)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	74.273 **(799)** 露台 Balcony: 2.724 **(29)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	106.713 **(1,149)** 露台 Balcony: 3.849 **(41)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	71.550 **(770)** 露台 Balcony: 2.555 **(28)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

註Note:

1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
   The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded up or down to the nearest square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無陽台及工作平台。
   There is no verandah and utility platform in the residential properties in the Phase.

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第6座 Tower 6	23樓至50樓 23/F to 50/F	A	70.023 (754) 露台 Balcony: 2.555 (28) 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	73.656 (793) 露台 Balcony: 2.706 (29) 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	106.713 (1,149) 露台 Balcony: 3.849 (41) 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	71.550 (770) 露台 Balcony: 2.555 (28) 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

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

註Note:

1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
   The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded up or down to the nearest square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無陽台及工作平台。
   There is no verandah and utility platform in the residential properties in the Phase.

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第7座 Tower 7	6樓 6/F	A	69.636 **(750)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	46.650 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	46.665 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	69.248 **(745)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
	7樓 7/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	34.345 **(370)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

註Note:
1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
   The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded up or down to the nearest square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無陽台及工作平台。
   There is no verandah and utility platform in the residential properties in the Phase.

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第7座 Tower 7	8樓至23樓及26樓至52樓 8/F to 23/F & 26/F to 52/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	36.345 **(391)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

註Note:

1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。
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2. 期數住宅物業並無陽台及工作平台。
   There is no verandah and utility platform in the residential properties in the Phase.

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第8座 Tower 8	6樓 6/F	A	69.636 **(750)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	46.650 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	46.665 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	69.248 **(745)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
	7樓 7/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	34.345 **(370)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
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第8座 Tower 8	8樓至23樓及26樓至52樓 8/F to 23/F & 26/F to 52/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	36.345 **(391)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第9座 Tower 9	6樓 6/F	A	46.171 **(497)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	70.563 **(760)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	46.066 **(496)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	68.167 **(734)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
	7樓 7/F	A	48.171 **(519)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	71.749 **(772)** 露台 Balcony: 2.545 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	34.498 **(371)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.207 **(508)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	70.678 **(761)** 露台 Balcony: 2.511 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
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第9座 Tower 9	8樓至23樓及26樓至52樓 8/F to 23/F & 26/F to 52/F	A	48.171 **(519)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	71.749 **(772)** 露台 Balcony: 2.545 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	36.498 **(393)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.207 **(508)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	70.678 **(761)** 露台 Balcony: 2.511 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米 (平方呎) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第10座 Tower 10	6樓 6/F	A	69.636 **(750)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	46.650 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	46.665 **(502)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	69.248 **(745)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
	7樓 7/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	34.345 **(370)** 露台 Balcony: – 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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

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第10座 Tower 10	8樓至23樓及26樓至52樓 8/F to 23/F & 26/F to 52/F	A	72.182 **(777)** 露台 Balcony: 2.546 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		B	47.577 **(512)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		C	36.345 **(391)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		D	47.628 **(513)** 露台 Balcony: 2.000 **(22)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—
		E	71.821 **(773)** 露台 Balcony: 2.544 **(27)** 工作平台 Utility Platform: –	—	—	—	—	—	—	—	—	—	—

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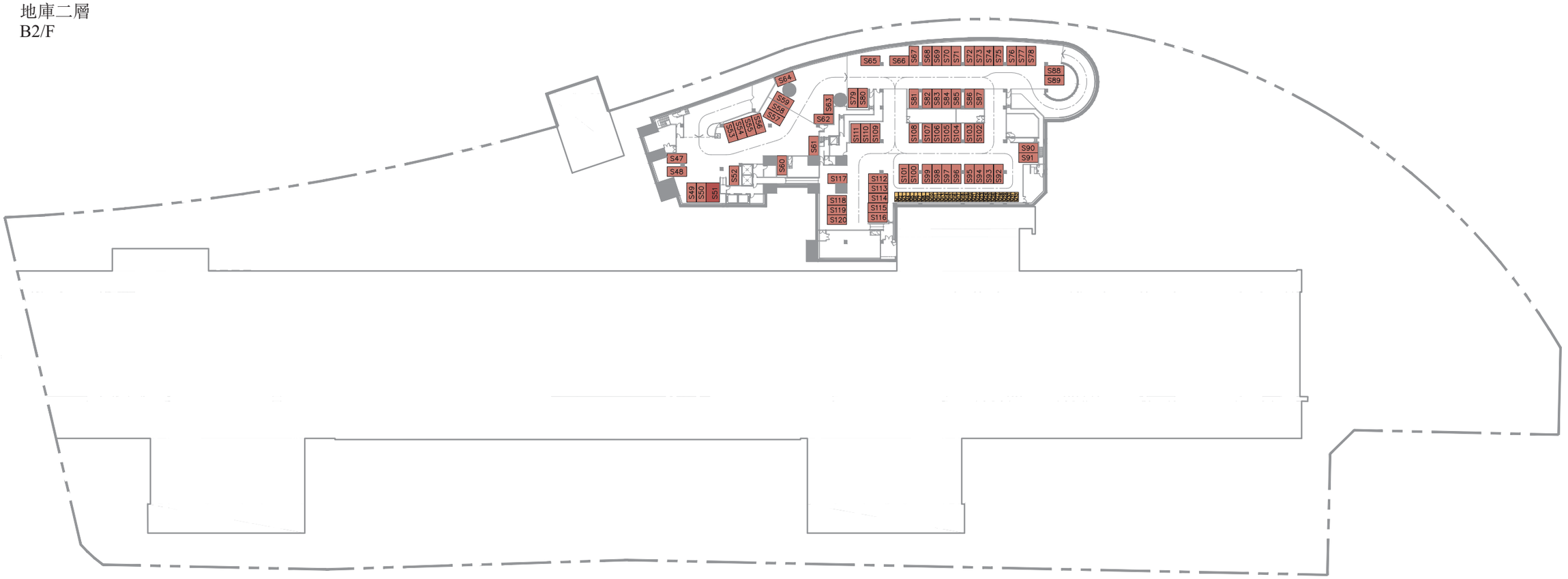
期數中的停車位的樓面平面圖
Floor plans of parking spaces in the Phase

地庫二層
B2/F



停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
車站停車場停車位 Station Carpark Car Parking Space	S47 - S50、S52 - S120	73	5 x 2.5	12.5
車站停車場停車位 (暢通易達停車位) Station Carpark Car Parking Space (Accessible Car Parking Space)	S51	1	5 x 3.5	17.5
車站停車場電單車停車位 Station Carpark Motor Cycle Parking Space	M1 - M32	32	2.4 x 1	2.4

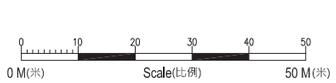
車站停車場停車位
Station Carpark Car Parking Space

車站停車場停車位 (暢通易達停車位)
Station Carpark Car Parking Space (Accessible Car Parking Space)

車站停車場電單車停車位
Station Carpark Motor Cycle Parking Space

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

地庫一層
B1/F



停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
商戶重型貨車上落貨車位 Commercial Heavy Goods Vehicle Loading and Unloading Space	LA1 - LA7	7	11 x 3.5	38.5
商戶輕型貨車上落貨車位 Commercial Light Goods Vehicle Loading and Unloading Space	LB1 - LB8	8	7 x 3.5	24.5
車站停車場停車位 Station Carpark Car Parking Space	S1 - S42、S44 - S46	45	5 x 2.5	12.5
車站停車場停車位 (暢通易達停車位) Station Carpark Car Parking Space (Accessible Car Parking Space)	S43	1	5 x 3.5	17.5

商戶重型貨車上落貨車位
Commercial Heavy Goods Vehicle Loading and Unloading Space

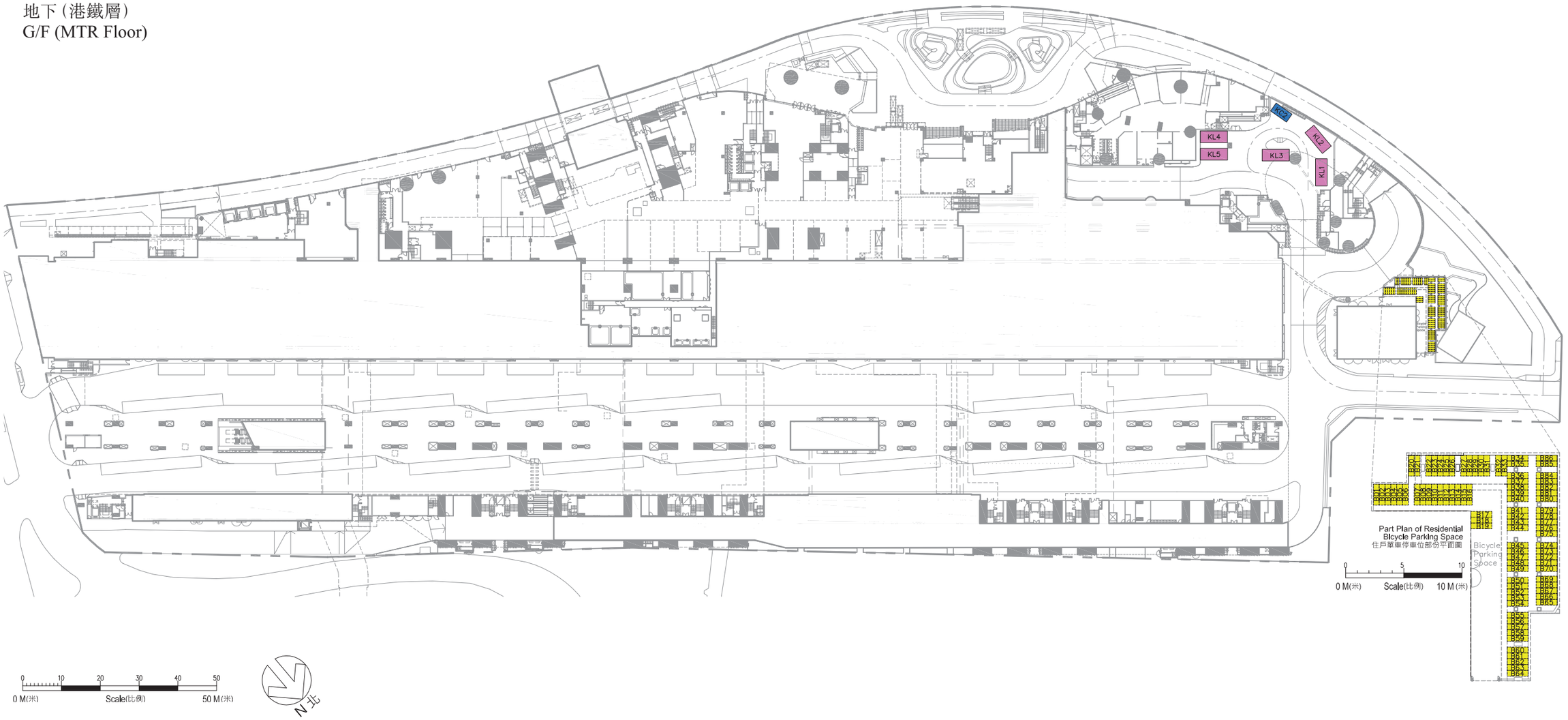
商戶輕型貨車上落貨車位
Commercial Light Goods Vehicle Loading and Unloading Space

車站停車場停車位
Station Carpark Car Parking Space

車站停車場停車位 (暢通易達停車位)
Station Carpark Car Parking Space (Accessible Car Parking Space)

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

地下(港鐵層)
G/F (MTR Floor)



停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
單車停車位 Bicycle Parking Space	B01 - B86	86	1.8 x 0.5	0.9
幼稚園校車上落車位 Kindergarten Picking Up / Setting Down Area for School Bus	KL1 - KL5	5	7.0 x 3.0	21.0
幼稚園上落車位 Kindergarten Picking Up / Setting Down Area for Motor Vehicle	KC2	1	5.0 x 2.5	12.5

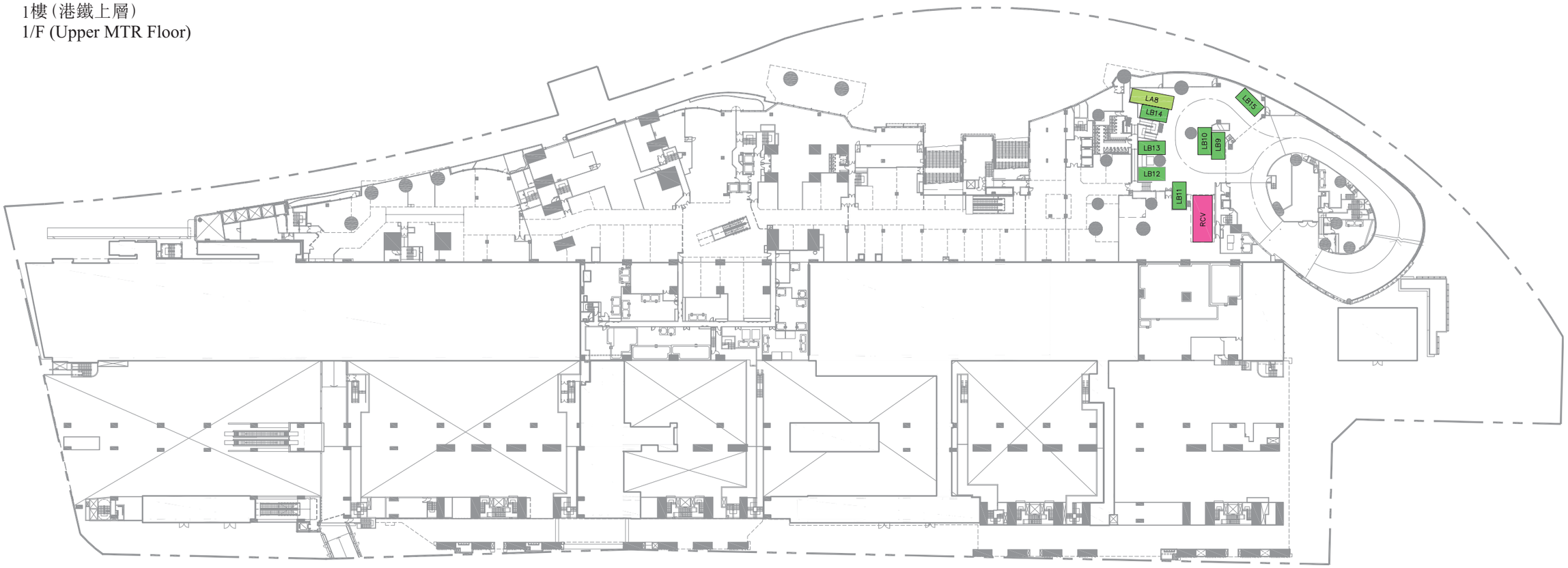
單車停車位
Bicycle Parking Space

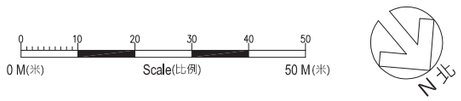
幼稚園校車上落車位
Kindergarten Picking Up / Setting Down Area for School Bus

幼稚園上落車位
Kindergarten Picking Up / Setting Down Area for Motor Vehicle

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

1樓（港鐵上層）
1/F (Upper MTR Floor)





停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
垃圾收集車停車位 Refuse Collection Vehicle Parking Space	RCV	1	12 x 5	60
商戶重型貨車上落貨車位 Commercial Heavy Goods Vehicle Loading and Unloading Space	LA8	1	11 x 3.5	38.5
商戶輕型貨車上落貨車位 Commercial Light Goods Vehicle Loading and Unloading Space	LB9 - LB15	7	7 x 3.5	24.5

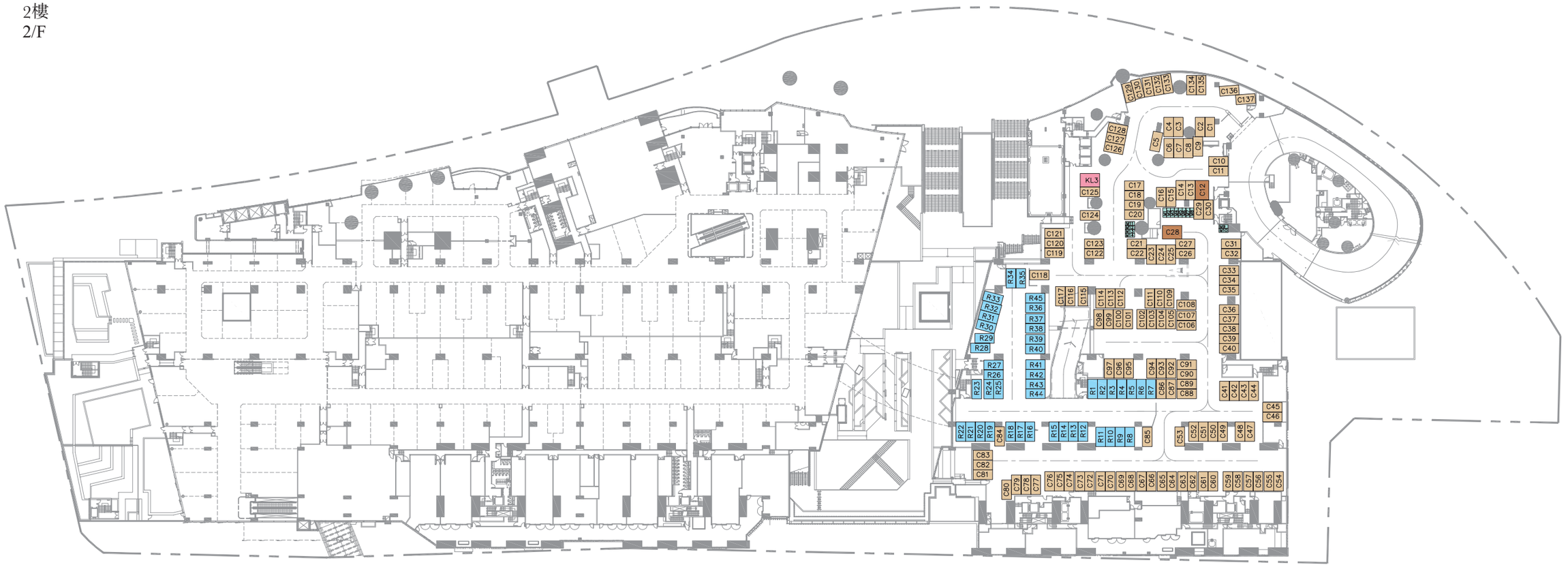
垃圾收集車停車位
Refuse Collection Vehicle Parking Space

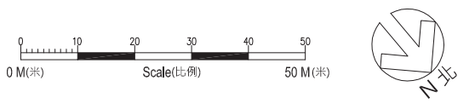
商戶重型貨車上落貨車位
Commercial Heavy Goods Vehicle Loading and Unloading Space

商戶輕型貨車上落貨車位
Commercial Light Goods Vehicle Loading and Unloading Space

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

2樓
2/F





停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客停車位 Residential Car Parking Space	R1 - R45	45	5 x 2.5	12.5
商戶停車位 Commercial Car Parking Space	C1 - C11、C13 - C27、C29 - C137	135	5 x 2.5	12.5
商戶電單車停車位 Commercial Motor Cycle Parking Space	M1 - M14	14	2.4 x 1	2.4
商戶停車位(暢通易達停車位) Commercial Car Parking Space (Accessible Car Parking Space)	C12、C28	2	5 x 3.5	17.5
幼稚園停車位(暢通易達停車位) Kindergarten Car Parking Space (Accessible Car Parking Space)	KL3	1	5 x 3.5	17.5

住客停車位
Residential Car Parking Space

商戶停車位
Commercial Car Parking Space

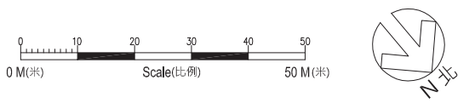
商戶電單車停車位
Commercial Motor Cycle Parking Space

商戶停車位(暢通易達停車位)
Commercial Car Parking Space (Accessible Car Parking Space)

幼稚園停車位(暢通易達停車位)
Kindergarten Car Parking Space (Accessible Car Parking Space)

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

3樓
3/F



停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客停車位 Residential Car Parking Space	R1 - R46、R48 - R59、R61 - R154	152	5 x 2.5	12.5
住客停車位 (暢通易達停車位) Residential Car Parking Space (Accessible Car Parking Space)	R47、R60	2	5 x 3.5	17.5
住客電單車停車位 Residential Motor Cycle Parking Space	M1 - M19	19	2.4 x 1	2.4

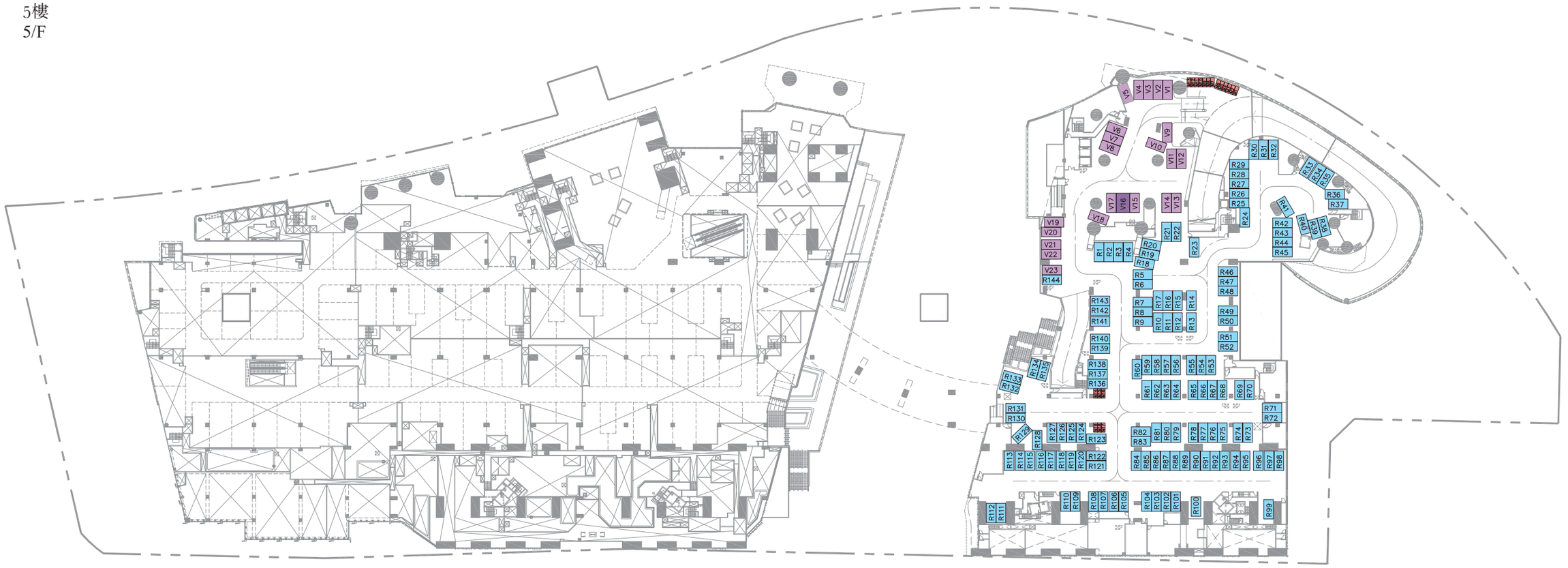
住客停車位
Residential Car Parking Space

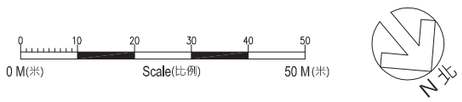
住客停車位 (暢通易達停車位)
Residential Car Parking Space (Accessible Car Parking Space)

住客電單車停車位
Residential Motor Cycle Parking Space

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

5樓
5/F





停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客停車位 Residential Car Parking Space	R1 - R144	144	5 x 2.5	12.5
訪客停車位 Visitor's Car Parking Space	V1 - V15、V17 - V23	22	5 x 2.5	12.5
訪客停車位 (暢通易達停車位) Visitor's Car Parking Space (Accessible Car Parking Space)	V16	1	5 x 3.5	17.5
住客電單車停車位 Residential Motor Cycle Parking Space	M1 - M19	19	2.4 x 1	2.4

住客停車位
Residential Car Parking Space

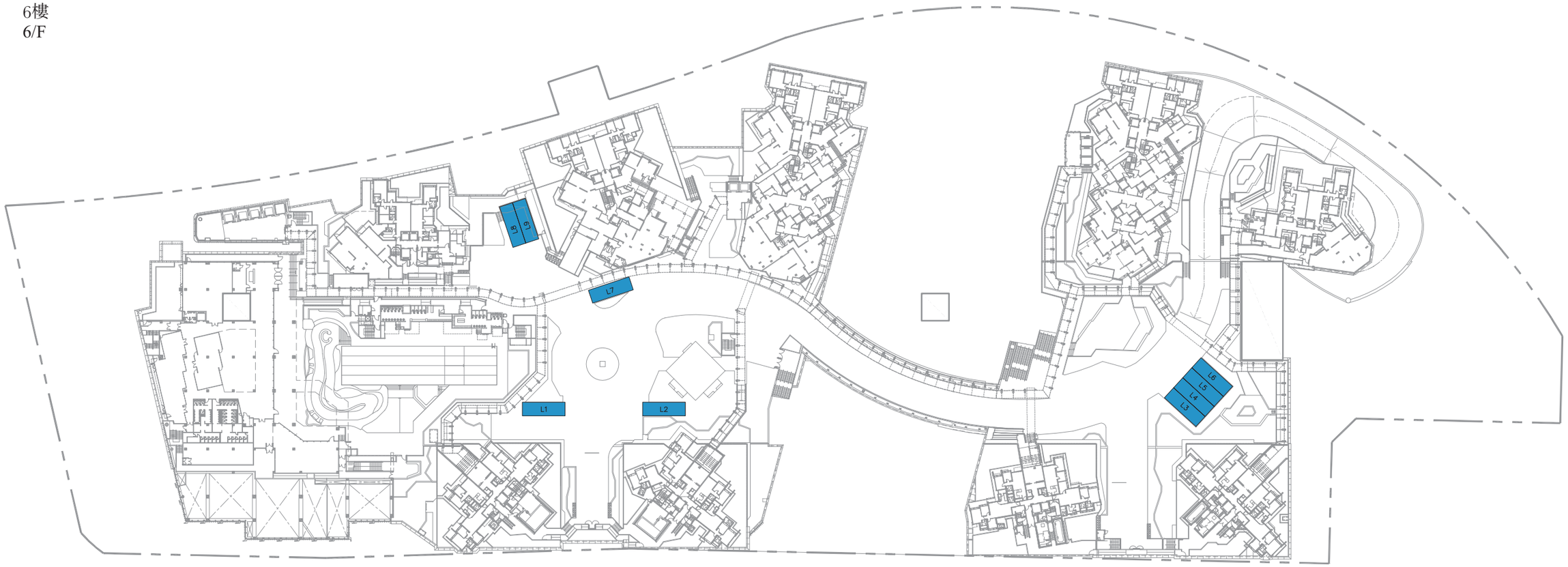
訪客停車位
Visitor's Car Parking Space

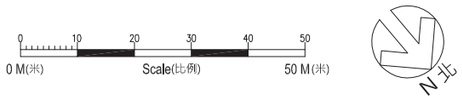
訪客停車位 (暢通易達停車位)
Visitor's Car Parking Space (Accessible Car Parking Space)

住客電單車停車位
Residential Motor Cycle Parking Space

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

6樓
6/F





停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客上落貨車位 Residential Loading and Unloading Space	L1 - L9	9	11 x 3.5	38.5

住客上落貨車位
Residential Loading and Unloading Space

臨時買賣合約的摘要
Summary of preliminary agreement for sale and purchase

(a) 在簽署臨時買賣合約時須支付款額為5% 的臨時訂金。

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

(c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—

(i) 該臨時合約即告終止；

(ii) 有關的臨時訂金即予沒收；及

(iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

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

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

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

(i) that preliminary agreement is terminated;

(ii) the preliminary deposit is forfeited; and

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

公契的摘要
Summary of deed of mutual covenant

A. 發展項目的公用部分

1. **「公用地方」**指「屋苑公用地方」、「住宅公用地方」、「住宅停車場公用地方」、「屋苑停車場公用地方」、「住宅停車場及住宅公用地方」和「第一業主」(不包括其繼承人及受讓人)將根據發展項目「公契」(「公契」)簽訂的任何「副公契」或「分割契約」所夾附圖則標示為公用地方的「屋苑」其他部分，但不包括歸屬於任何個別「單位」「業主」所有或個別「單位」專用的「住宅發展項目」或「住宅停車場」部分，並且不包括「商業發展項目」所有部分。

2. **「公用電動車設施」**指現已或將會在「住宅停車場公用地方」安裝供「住宅車位」「業主」公用與共享的設施，供停泊於任何「住宅車位」而根據《道路交通條例》(香港特別行政區法例第374章)持牌的電動車或電動電單車充電或作相關用途，此等設施不可專屬於任何「住宅車位」業主或供其專用。「公用電動車設施」包括但不限於電線、電纜、管道、線槽、設備、器具和其他相關的電力或其他裝置等。

3. **「公用服務與設施」**指「屋苑公用服務與設施」、「住宅公用服務與設施」、「住宅停車場公用服務與設施」、「屋苑停車場公用服務與設施」、「住宅停車場及住宅公用服務與設施」及「第一業主」(不包括其繼承人及受讓人)將根據「公契」簽訂的任何「副公契」或「分割契約」劃定為公用服務與設施的「屋苑」其他服務與設施，但不包括歸屬於任何個別「單位」「業主」所有或個別「單位」專用的服務與設施，並且不包括供「商業發展項目」或其任何部分使用的服務與設施。

4. **「屋苑停車場公用地方」**指擬供各「住宅車位」及「商業發展項目」內車位各「業主」、佔用人和受許可人公用與共享的「屋苑」部分，包括但不限於樓梯、樓梯平台、走廊、風機房、排風管井、消防水缸、泵房、停車場電梯大堂、電錶房及電氣房，但不包括「屋苑公用地方」、「住宅公用地方」、「住宅停車場公用地方」及「住宅停車場及住宅公用地方」內任何範圍，現於「公契」所夾附的圖則以灰色顯示(只要該等地方可在圖則顯示)，以資識別。

5. **「屋苑停車場公用服務與設施」**指「屋苑」內、上或下專為「住宅車位」及「商業發展項目」內各車位使用的服務與設施，包括但不限於機器及機械、機電通風裝置、配件及設備、供水器具、排水渠、渠道、滅火裝置與設備、保安系統與器具。

6. **「屋苑公用地方」**指「屋苑」內供「屋苑」整體而非任何個別一名或一組「屋苑」「業主」專享的所有部分，包括但不限於二樓之「垂直綠化景觀」、所有「綠化範圍」中供「屋苑」整體使用之部分、「屋苑」上述部分內「鐵路綜合大樓」上邊界之上所有樓板，包括防水樓板與系統之上所有樓板及對上的相關防護裝置、緊貼「鐵路車站」之緊急車輛通道其上之「屋苑」部分之二樓樓板(包括該樓板底面之外部批盪及裝修物料及裝設於該樓板底面之所有裝置及設施)，以及所有供「屋苑」使用的公用事業服務、服務設施、槽、坑及設施，以及「屋苑」所有飾面、「非建築用地」個別部分、「行人通道」個別部分、「渠務專用範圍」、「水務專用範圍」、緊急車輛通道、行車道、電梯、車輛出入通道、的士停車等候處、斜路、電梯槽、穿梭電梯、行人道、樓梯、樓梯平台、走廊及通道；泵房、變壓器房、總電掣房、電氣房、消防控制室、總電錶櫃箱及水錶房、燃料缸室、街道消防栓及消防花灑系統和消防泵房、風機房、消防花灑系統控制閥房、水管槽、電梯機房、緊急發電機房、排風管槽、垃圾儲存及物料回收室；垃圾車車位；「屋苑」上各建築物之矮牆、結構牆及柱、地基及其他結構件；管理處、保安室、保安護衛員室、管理員宿舍、業主委員會及/或「業主立案法團」辦事處、儲物室、廁所及用作管理員辦事處、「業主委員會」或「業主立案法團」其他場所的「屋苑」任何其他地方，以及「屋苑」內並非任何個別一名或一組「屋苑」「業主」專享的所有其他公眾地方(但不包括「商業發展項目」所有部分、「住宅公用地方」、「住宅停車場公用地方」、「屋苑停車場公用地方」、「住宅停車場及住宅公用地方」和屬於「第一業主」將根據「公契」簽訂的任何「副公契」或「分割契約」所劃定或將會劃定的其他「公用地方」範圍的地方)，現於「公契」所夾附圖則以靛藍色及靛藍色間黑斜線顯示(只要該等地方可在圖則顯示)，以資識別。

7. **「屋苑公用服務與設施」**指「發展項目」內、上或下現已或將會興建的服務與設施，擬供「屋苑」全體「業主」公用而非任何個別一名或一組「屋苑」「業主」專享，包括但不限於污水管、溝渠、排水渠、水道、水管及管槽；泵、水缸及衛生配件；電線、電纜、電力裝置、配件、設備與器具；火警警報器、防火及滅火系統、設備及器具；街道消防栓水缸、消防水缸、消防花灑系統水箱、保安系統、設備與器具；垃圾處置設備；通風及空調機與設備；冷氣機及風機，以及於「屋苑」使用或安裝作為該處適意設施一部分以供「屋苑」公用與共享而非任何個別一名或一組「屋苑」「業主」專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「商業發展項目」所有部分、「住宅公用服務與設施」、「住宅停車場公用服務與設施」、「屋苑停車場公用服務與設施」、「住宅停車場及住宅公用服務與設施」和屬於「第一業主」將根據「公契」簽訂的任何「副公契」或「分割契約」所劃定或將會劃定的其他公用服務與設施一部分的服務與設施)。

8. **「私家康樂地方及設施」**指由「署長」依據「政府批地書」特別條款第(35)(a)條批准的康樂地方及康樂設施和各附屬設施(包括但不限於「會所」)，現在或於「年期」內任何時間提供予「住宅發展項目」居民和彼等真正訪客公用與共享。

9. **「住宅停車場及住宅公用地方」**指擬供「住宅車位」「業主」、佔用人和受許可人及「住宅單位」「業主」、居民、佔用人和受許可人公用與共享的「屋苑」部分，包括但不限於所有附屬地方、斜路及行車道，但不包括「屋苑公用地方」、「住宅公用地方」、「住宅停車場公用地方」及「屋苑停車場公用地方」範圍內任何地方，現於「公契」所夾附的圖則以淺綠色顯示(只要該等地方可在圖則顯示)，以資識別。

10. **「住宅停車場及住宅公用服務與設施」**指「住宅停車場及住宅公用地方」內、上或下供「住宅停車場及住宅公用地方」使用的服務與設施，包括但不限於照明裝置、機器及機械、機電通風裝置、配件及設備和供水器具。

11. **「住宅停車場公用地方」**指擬供「住宅車位」「業主」、佔用人和受許可人公用與共享的「住宅停車場」部分，包括但不限於所有附屬地方、流通通道、樓梯、樓梯平台、落客區、斜路、行車道、風機房、排風管槽、消防水缸、泵房、停車場電梯大堂、電錶房及電氣房，但不包括「屋苑公用地方」、「屋苑停車場公用地方」、「住宅公用地方」及「住宅停車場及住宅公用地方」、範圍內任何地方，於「公契」所夾附的圖則以紫色顯示(只要該等地方可在圖則顯示)，以資識別。

12. **「住宅停車場公用服務與設施」**指「住宅停車場」內、上或下供「住宅車位」使用的服務與設施，包括但不限於機器及機械、機電通風裝置、配件及設備、供水器具、排水渠、渠道、出入控制閘、排煙口、滅火裝置與設備、保安系統與器具及「公用電動車設施」。

13. **「住宅公用地方」**指擬供「住宅發展項目」所有「業主」公用或供其共享而非任何個別「住宅單位」「業主」專享的「住宅發展項目」部分，包括但不限於用作「商業發展項目」天花的轉接層上部表面、朝向「住宅發展項目」的平台地面、「行人通道」部分範圍、六樓和七樓之「垂直綠化景觀」、所有「綠化範圍」中供「住宅發展項目」整體使用之部分、「住宅發展項目」上述部分內「鐵路綜合大樓」上邊界之上所有樓板，包括防水樓板和系統之上所有樓板及對上之相關防護裝置，以及所有供「住宅發展項目」或其任何部分使用的公用事業服務、服務設施、槽、坑及設施，以及「住宅發展項目」所有飾面、「非

建築用地」個別部分、緊急車輛通道、安裝或使用天線廣播分導系統或電訊網絡設施的地方、住宅入口大堂、住宅穿梭電梯大堂、樓梯、樓梯平台、走道、走廊及通道、隔火層、園景美化地方、空中花園、公眾平台花園、隔音鰭、電梯井、機器及設備室平台陽台、垃圾房、游泳池濾水裝置機房、冷凍機機房、天台及平台、空調機平台(包括任何附裝的鐵花)、各座「大廈」的建築裝飾和相關支撐樑及柱、各座「大廈」外牆(包括幕牆或其任何部分(包括窗框、玻璃屏、鉸件、鎖、把手、澆注錨件、墊圈、窗戶密封件及幕牆其他組件、該處的不可開啟窗戶和窗框、玻璃屏、澆注錨件、墊圈、窗戶獨封件及不可開啟窗戶的其他元件,但不包括安裝於該處的所有可開啟窗戶及此等可開啟窗戶玻璃屏的圍框、玻璃屏、鉸件、鎖、把手、澆注錨件、墊圈、窗戶密封件及其他元件)、非結構性預製外牆(位置於「公契」所夾附的圖則以紅色虛線顯示,以資識別)、面板、百葉板、鐵花及面牆)、「住宅發展項目」內或從屬於該處的矮牆、結構牆及柱、貨車上落客貨車位、「訪客車位」、「單車車位」、管理員櫃檯、「私家康樂地方及設施」、遊樂地方、消防泵房、變壓器房、電掣房、鮮風櫃房、主電訊廣播設備室、電訊管線、緊急發電機房、水泵房、風機房、冷凍機機房、水錶櫃房、空氣處理機組房、濾水裝置機房、水管槽、電纜槽、排風管槽、信箱、天井、陽篷、草坪、水景、花槽、行人徑、休憩用地、「噪音緩解措施」(不包括屬於個別「單位」一個或多個部分的範圍),以及劃供「住宅發展項目」享用的其他地方,但不包括「屋苑公用地方」、「住宅停車場公用地方」、「屋苑停車場公用地方」及「住宅停車場及住宅公用地方」範圍內任何地方,現於「公契」所夾附的圖則以黃色顯示(只要該等地方可在圖則顯示),以資識別。

14. **「住宅公用服務與設施」**指現已或將會在「發展項目」內、上或下建造或安裝供「住宅發展項目」使用而非任何個別「住宅單位」「業主」專享的服務與設施,包括但不限於「訪客車位」之「電動車設施」、天線廣播分導或電訊網絡設施、排水渠、渠道、水缸、管線系統、水管、電纜、電線布線、機器及機械、空調及通風系統、電力裝置、配件、設備及器具、電梯、滅火裝置與設備、保安系統與器具及吊船,但不包括「屋苑公用服務與設施」、「住宅停車場公用服務與設施」、「屋苑停車場公用服務與設施」及「住宅停車場及住宅公用服務與設施」範圍內的任何服務與設施。

15. 遵從《建築物管理條例》及「公契」之條文規定,「公用地方」及「公用服務與設施」將由「管理人」以專有權管控。

16. 於「年期」餘年及任何續期內,遵從「政府批地書」及「公契」所載之契諾與條款規定,每份「份數」將由不時擁有相關權益的人士或人等持有,而只要情況適當即附帶「公契」第二附錄第I部分訂明的地役權、權利和特權,其中包括但不限於以下權利、地役權和特權:

(A) 適用於「屋苑」「業主」的權利、地役權和特權

「屋苑」每個「單位」的現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁有全權和自由權(惟須遵從「管理人」、「第一業主」、「鐵路綜合大樓」「業主」及「政府樓宇」「業主」之權利)行經、通行及再通行、進出、往返和使用「屋苑公用地方」及「屋苑公用服務與設施」,以作使用及享用其「單位」之所有用途。

(B) 適用於所有「住宅發展項目」「業主」的權利、地役權和特權

(a) 「住宅發展項目」每個「住宅單位」的現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁有全權和自由權(惟須遵從「管理人」、「第一業主」、「政府樓宇」「業主」及「鐵路綜合大樓」「業主」之權利):

(i) 行經、通行及再通行、進出、往返和使用「住宅公用地方」及「住宅公用服務與設施」,以作使用及享用其「單位」之所有用途;及

(ii) 行經、通行及再通行、進出、往返和使用「屋苑公用地方」、「住宅停車場公用地方」、「住宅停車場及住宅公用地方」、「屋苑停車場公用地方」、「屋苑公用服務與設施」、「住宅停車場公用服務與設施」、「住宅停車場及住宅公用服務與設施」及「屋苑停車場公用服務與設施」,以便通行和來往落客處、停車等候處、貨車上落客貨車位及「訪客車位」。

(b) 「住宅發展項目」每個「單位」的現任居民和其真正來賓及訪客,均擁有全權和自由權使用與享用擬供「住宅發展項目」居民及彼等各真正來賓和訪客使用的「私家康樂地方及設施」,以作康樂用途,但必須遵守「管理人」指定的規例和繳付指定收費。任何人士行使本項權利時概不可損害、干預或允許或容忍他人損害、干預於該處提供之一般適意設施、機器、設備或服務。

(C) 適用於「政府樓宇」「業主」的權利、地役權和特權

「財政司司長法團」、其承租人、租戶、受許可人及授權人和「政府樓宇」或其任何部分的現任「業主」或佔用人有權行經、通行及再通行、進出、往返及使用「該土地」任何公用部分或「發展項目」任何公用部分,以作完善使用及享用「政府樓宇」或其任何部分之所有用途,並且有權使用和享有「該土地」及「發展項目」內任何公用設施的利益。

(D) 適用於「鐵路綜合大樓」「業主」的權利、地役權和特權

(a) 「鐵路綜合大樓」現任「業主」有權在事前發出合理書面通知(緊急情況除外)後,於所有合理時間獨自或聯同傭僕、工人及其他人等進入「發展項目」其他部分(包括但不限於「住宅公用地方」,但不包括「住宅單位」及「政府樓宇」),以便提供緊急服務和執行任何必要工程維修及修理「西鐵」、「鐵路綜合大樓」或「西鐵結構與裝置」,以及行使「公契」賦予的任何權利,而此等工程並非「管理人」的責任,而且必須進入上述範圍方可實際執行。上述工程施工時應盡量避免造成滋擾,如對「發展項目」其他部分造成任何損害則須妥善修葺。

(b) 「鐵路綜合大樓」現任「業主」、其傭僕、代理、受許可人、「西鐵」及「車站停車場」顧客、使用者和乘客(與所有其他具有同等權利之人等共享)擁有全權和自由權(惟須遵從「管理人」、「第一業主」及「政府樓宇」「業主」之權利)行經、通行及再通行、進出、往返和使用現於「公契」所夾附「地下平面圖」以靛藍色間黑斜線顯示以資識別而屬於「屋苑公用地方」一部分的地方和該處的設施,以便通行及往來和完善使用與享用落客處、停車等候處、貨車上落客貨車位及「車站停車場」車位,惟「鐵路綜合大樓」「業主」須分擔及向「屋苑」「業主」支付地下上述靛藍色間黑斜線顯示範圍及其內設施之管理及保養開支的17.283%。

(c) 「鐵路綜合大樓」現任「業主」、其傭僕、代理、受許可人、任職人員及承辦商擁有全權和自由權(惟須遵從「管理人」、「第一業主」及「政府樓宇」「業主」之權利)按其視為必要行經、通行及再通行、進出、往返和使用「公用地方」各部分,以執行維修、修理或檢查「垂直綠化景觀」包圍之「鐵路車站」通風井的相關工程。「鐵路綜合大樓」「業主」並且有權就此向「管理人」發出書面通知,要求「管理人」拆除和其後還原「垂直綠化景觀」。

(E) 適用於「住宅車位」「業主」的權利、地役權和特權

(a) 每名「住宅車位」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁有全權和自由權(惟須遵從「管理人」、「第一業主」、「政府樓宇」「業主」及「鐵路綜合大樓」「業主」之權利)行經、通行及再通行、進出、往返和使用「住宅停車場公用地方」、「屋苑停車場公用地方」、「住宅停車場及住宅公用地方」、「住宅停車場公用服務與設施」、「屋苑停車場公用服務與設施」及「住宅停車場及住宅公用服務與設施」,以作使用及享用其「住宅車位」之所有用途。

(b) 遵從「公契」第E節第30及31條之條文規定和「住宅車位」「業主」必須支付彼等應承擔「公用電動車設施」管理開支之規定,每名現任「住宅車位」「業主」均擁有全權和自由權(惟須遵從「管理人」、「第一業主」、「政府樓宇」「業主」及「鐵路綜合大樓」「業主」之權利)自費在「住宅停車場公用地方」及/或「屋苑停車場公用地方」電錶房內安裝、維修、修理和更換電錶及相關設施,以及按照「管理人」批准的位置和方式,在「住宅停車場公用地方」及/或「屋苑停車場公用地方」內鋪設及/或維修、修理和更換電纜、基本供電箱、電源插座、防護及保護裝置,以達致和促進完善使用、享用及運作其「住宅車位」專用的「非公用電動車設施」。

(F) 適用於「商業發展項目」「業主」的權利、地役權和特權

「商業發展項目」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁有全權和自由權(惟須遵從「管理人」、「第一業主」、「鐵路綜合大樓」「業主」及「政府樓宇」「業主」之權利)行經、通行及再通行、進出和往返:(i)「住宅公用地方」和使用於六樓內提供之「住宅公用服務與設施」以進出位處荃灣路之「商業發展項目」招牌位進行該等招牌位之保養及維修及附屬工程;及(ii)「住宅停車場公用地方」和使用於二樓內提供之「住宅停車場公用服務與設施」向裝設於二樓天花高度供「商業發展項目」使用之機電設施進行保養及維修及附屬工程。

17. 於「年期」餘年及任何續期內,遵從「政府批地書」及「公契」所載之契諾與條款規定,每份「份數」將由不時擁有相關權益的人士或人等持有,而遵從「公契」第二附錄第II部分訂明的保留原權益和保留新權益,其中包括但不限於以下保留原權益及保留新權益:

(A)「管理人」之權利

「管理人」擁有全權和特權在事前發出合理通知(緊急情況除外)後,於所有合理時間單獨或聯同測量師、工人及其他人等進入「該土地」及「發展項目」任何部分(包括任何「單位」,但不包括「鐵路綜合大樓」)、「鐵路綜合大樓」(惟須事前經「鐵路綜合大樓」「業主」書面批准)及「政府樓宇」(惟須事前(緊急情況除外)經「政府樓宇」「業主」書面批准)),以便執行「屋苑」之必要修理工程,其中包括但不限於檢查、重建、修理、更新、更換、翻新、維修、清潔、髹漆或裝修「屋苑」、「公用地方」和「公用服務與設施」或其任何一個或多個部分的結構或「業主」失責不修理及不維修之任何「單位」,又或消減任何確實或可能影響「公用地方」、「公用服務與設施」或其他「業主」的危害或滋擾,又或行使或履行「公契」條文賦予之任何權力及職責,惟必須盡量避免構成滋擾,如引致損害則妥善修葺。

(B)「第一業主」之權利

只要「第一業主」仍實益擁有任何「份數」(附加於「非鐵路部分轉讓契約」及「轉讓契約」訂明其保留予「買方」之任何其他權利),便可行使絕對及不受束縛之權利,隨時及不時全權酌情按其視為恰當作出以下所有或任何行為或事項及/或行使以下所有或任何權利、自由權、特權和權益,而毋須接受任何其他「業主」(除非「公契」另有規定)、「管理人」或持有「該土地」及「發展項目」權益的任何其他人士為締約方或獲得彼等同意或批准:

(a) 遵照「政府批地書」條款規定在「公契」訂立後,本着「業主」之整體利益,將「公用地方」及「公用服務與設施」或其任何部分連同相關的「份數」無償地轉讓予「管理人」。此等地方與設施轉讓後,即由「管理人」以信託形式本着全體「業主」持管。如「管理人」按照「公契」第H節第2條規定辭職、清盤或遭革除而新管理人受委任,又或根據《建築物管理條例》成立之「發展項目」「業主立案法團」作出要求,則離任「管理人」或其清盤人必須免費及無償地將此等「公用地方」及「公用服務與設施」連同相關的「份數」(如有者)轉讓予新管理人或「業主立案法團」(視乎情況適當),以便其以上述的信託方式持管;

(b) 茲毋損「公契」第二附錄第II部分(e)款之規定,如事前獲「署長」書面同意,即可於「屋苑」個別部分(「第一業主」已轉讓之「單位」除外)獲發「佔用許可證」後分配及再分配該部分、每個「單位」、「公用地方」及「公用服務與設施」之「份數」,以及因應樓面總面積改變而分配及再分配該處每個「單位」之「管理份數」,然而分配或再分配「份數」不得影響與分配予「政府樓宇」之「份數」比例,另亦不可分配「管理份數」予「政府樓宇」;

(c) 建造、維持、鋪設、更改、拆卸、改道和更新「該土地」及「發展項目」內(僅供「鐵路綜合大樓」或「政府樓宇」獨有專用的服務及設施除外)或部分位於「該土地」及「發展項目」與毗鄰土地(僅供「鐵路綜合大樓」或「政府樓宇」獨有專用的服務及設施除外)向「該土地」及「發展項目」的排水渠、水管、電纜、污水管及其他裝置、配件、廂格和其他構築物,惟「第一業主」行使本款所訂的任何權利,「第一業主」不得干擾「業主」持有、使用、佔用及享用其「單位」之權利,亦不得妨礙其「單位」之出入。此外,倘上述排水渠、水管、電纜、污水管、裝置、配件、廂格及其他構築物屬於「公用地方」或「公用服務與設施」範圍,「第一業主」行使以上權利事前必須徵取「業主委員會」(如存在)或「管理人」(於「業主委員會」成立前)同意,任何獲取的代價(如有)將撥入相關的「特別基金」相關賬目;

(d) 如事前經由「屋苑」「業主」於根據「公契」召開的會議批准,有權按其視為恰當的條款與條件向任何毗連或毗鄰土地授予「公用地方」和「公用服務與設施」任何一個或多個部分的權利、通行權、地役權或準地役權(其中包括但不限於使用任何道路、通道、行人路、行人徑、行人走道、隧道、防洪渠及下水道、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、食水及電力儲存、變壓及供應系統),又或透過許可方式向其視為恰當的任何人士授予同類權利供毗連或毗鄰土地使用。然而,此舉概不可違反「政府批地書」任何條款與條件,亦不得影響他人完善使用和享用「政府樓宇」。任何授予此等權利獲取的金錢收益,一律撥入「特別基金」。

18. 遵從「公契」第二附錄第II部分第3條保留予「第一業主」之權利、「公契」及「政府批地書」保留予「財政司司長法團」作為「政府樓宇」「業主」之權利、地役權和特權、「公契」第二附錄第I部分第3條訂明授予及保留予「鐵路綜合大樓」「業主」之權利、「非鐵路部分轉讓契約」訂明授予及保留予「九鐵」作為「鐵路綜合大樓」「業主」之權利以及「公契」第二附錄第I部分第6條訂明授予「商業發展項目」「業主」之權利,任何「業主」均不可(「公契」第三附錄第1條(b)至(e)、(o)、(p)、

(t)、(w)及(ac)至(ak)款情況且有事前徵取「管理人」書面同意(「管理人」可按其絕對酌情權批出、拒絕或有條件地批出該同意)則除外)作出「公契」第三附錄第1條所訂的任何行為或事項,其中包括但不限於以下各項:

(a) 在「屋苑」或「公用地方」的任何建築物、車庫或其他構築物的任何天台、平台或任何部分搭建、建造或允許或容忍他人搭建、建造任何臨時或永久性質的構築物;

(b) 損壞、損毀或毀壞或允許或容忍他人損壞、損毀或毀壞「公用地方」的結構、外牆或裝飾特色任何部分,包括「該土地」及「發展項目」內或周圍任何樹、植物或灌叢;

(c) 損壞、干預或允許或容忍他人損壞、干預「公用服務與設施」;

(d) 用任何箱、垃圾桶、包裝物品、垃圾、物件或任何其他種類或性質的阻塞物阻礙、阻塞或允許或容忍他人阻礙、阻塞任何「公用地方」。「管理人」有權毋須通知,以其視為恰當的方式清理和處置任何上述物品,費用由相關「業主」支付,「管理人」毋須就此向「業主」或任何其他人士承擔任何責任。每名「業主」現同意就「管理人」因此招致之所有損失、索償、損害或開支作出賠償,並確保其免責;

(e) 允許狗隻進入電梯或「屋苑」任何擬作公用的部分,除非狗隻符合下列條件:

(1) 狗隻被手抱或戴上狗帶和口罩,如狗隻屬無法戴口罩之種類則須先徵取「管理人」同意;

(2) 狗隻戴上口罩,如狗隻屬無法戴口罩之小型種類狗隻則須徵取「管理人」同意;

(3) 狗隻已注射晶片及防疫針;

(4) 已就狗隻向漁農自然護理署領牌;及

(5) 已就狗隻與「管理人」登記,

儘管上文有任何規定,一律不得允許狗隻進入「公用地方」(包括但不限於「會所」及草坪區),惟「管理人」不時指定供狗隻使用的地方除外;

(f) 對屬於「公用地方」一部分的任何結構件進行任何結構性更改或拆卸此等結構件;

(g) 竄改、拆除、干預或允許或容忍他人或達致竄改、拆除、干預服務「屋苑」或其任何部分的火警警報系統及/或安裝於「屋苑」而連接至「屋苑」供其使用的公共火警警報系統;

(h) 除「管理人」特別就此指定的空間外,在「屋苑」外牆外部建造或安裝任何排水管或其他水管;

(i) 如非獲「管理人」許可,容許兒童在「公用地方」玩耍,其中尤以電梯和自動扶梯為要,以致可能損壞或損污上述地方、電梯或自動扶梯的裝修。如任何兒童損壞或損污上述地方、電梯或自動扶梯的裝修,其所屬的「住宅單位」「業主」或佔用人必須賠償有關費用;

(j) 除「政府批地書」允許的用途或「管理人」經「署長」批准指定的其他用途外,使用「公用地方」的一個或多個休憩用地作任何其他用途;

(k) 在「該土地」搭建或建造任何墳墓或骨灰龕,亦不可安葬或放置任何人類或動物遺體,不論屬陶泥金塔或骨灰盅等;及

(l) 允許或容忍任何小販在「該土地」及「發展項目」範圍內擺賣。於本款,「小販」一詞以《公眾衞生及市政條例》(香港法例第132章)第2條、其任何附屬規例及任何相關修訂條例所訂的釋義為準。

19. 遵從「公契」第二附錄第II部分第3條保留予「第一業主」之權利和「公契」第二附錄第I部分第3條訂明保留予「鐵路綜合大樓」「業主」之權利,任何「業主」(包括「第一業主」)如非先獲「業主委員會」批准,不可將任何「公用地方」改為其專用或專享。任何辦理批准所收取的款項,一律按照「公契」第J節第2條規定撥入「特別基金」的相關賬目。

20. 遵從「公契」第二附錄第II部分第3條保留予「第一業主」之權利、「公契」第二附錄第I部分第3條訂明保留予「鐵路綜合大樓」「業主」之權利和「公契」第C節第9條下「商業發展項目」唯一「業主」之權利,任何「業主」(包括「第一業主」)如非經由「屋苑」「業主」於根據「公契」召開的「業主」會議通過決議案批准,或經「屋苑」相關部分的「業主」於根據「公契」或相關「副公契」(視乎情況而定)召開的「業主」會議通過決議案批准,不可將其擁有的地方改為或劃為「公用地方」。「業主」(包括「第一業主」)或「管理人」均無權將「公用地方」重新改為或重新劃為其專用或專享。

B. 分配予期數內每個住宅物業的不分割份數的數目

分配予期數每個住宅物業的不分割份數數額如下:

座	樓層	「單位」	每個「單位」之「不分割份數」
6	6樓	—	—
		住宅單位B	71
		住宅單位C	103
		—	—
	7樓-21樓*(共13層)	住宅單位A	68
		住宅單位B	73
		住宅單位C	104
		住宅單位D	70
	23樓-50樓*(共25層)	住宅單位A	68
		住宅單位B	72
		住宅單位C	104
		住宅單位D	70
7	6樓	住宅單位A	70
		住宅單位B	47
		—	—
		住宅單位D	47
		住宅單位E	69
	7樓	住宅單位A	71
		住宅單位B	47
		住宅單位C	34
		住宅單位D	47
		住宅單位E	70
	8樓-52樓*(共39層)(不包括25樓)	住宅單位A	71
		住宅單位B	47
		住宅單位C	35
		住宅單位D	47
		住宅單位E	70
8	6樓	住宅單位A	70
		住宅單位B	47
		—	—
		住宅單位D	47
		住宅單位E	69

座	樓層	「單位」	每個「單位」之「不分割份數」
8	7樓	住宅單位A	71
		住宅單位B	47
		住宅單位C	34
		住宅單位D	47
		住宅單位E	70
	8樓-52樓* (共39層) (不包括25樓)	住宅單位A	71
		住宅單位B	47
		住宅單位C	35
		住宅單位D	47
		住宅單位E	70
9	6樓	住宅單位A	46
		住宅單位B	71
		—	—
		住宅單位D	46
		住宅單位E	68
	7樓	住宅單位A	47
		住宅單位B	70
		住宅單位C	34
		住宅單位D	46
		住宅單位E	69
	8樓-52樓* (共39層) (不包括25樓)	住宅單位A	47
		住宅單位B	70
		住宅單位C	35
		住宅單位D	46
		住宅單位E	69
10	6樓	住宅單位A	70
		住宅單位B	47
		—	—
		住宅單位D	47
		住宅單位E	69
	7樓	住宅單位A	71
		住宅單位B	47
		住宅單位C	34
		住宅單位D	47
		住宅單位E	70
10	8樓-52樓* (共39層) (不包括25樓)	住宅單位A	71
		住宅單位B	47
		住宅單位C	35
		住宅單位D	47
		住宅單位E	70

* 樓層編號不設13樓、14樓、24樓、34樓及44樓。

C. 發展項目管理人的委任年期

發展項目「管理人」首屆任期為兩(2)年，由「公契」生效日起開始，直至其委任權責遵照「公契」條文終止為止。

D.「期數」各住宅物業擁有人之間分擔管理開支的基準

1. 每名「業主」(「政府樓宇」「業主」及「鐵路綜合大樓」「業主」除外)應每月以預付形式分擔「管理費」，即以「發展項目」「管理人」擬備的管理預算案作基準，根據其「單位」的「管理份數」，依照「公契」訂明的方式、金額和比例，每月攤付應繳該年「管理費」的十二分之一。

2. 遵從「公契」第J節第5條(b)(II)及(b)(III)款之規定，「住宅單位」「業主」應如下分擔「管理費」：

   (a) 「屋苑」所有「單位」「業主」(不包括作為「政府樓宇」「業主」之「財政司司長法團」)應根據彼等各自所持「單位」的「管理份數」佔「屋苑」的「管理份數」總額的比例攤付「屋苑管理預算案」所列的開支；

   (b) 「住宅單位」「業主」應根據彼等各自所持「住宅單位」的「管理份數」佔「住宅發展項目」的「管理份數」總額的比例攤付「住宅發展項目管理預算案」所列的開支；

   (c) 「住宅單位」「業主」及「住宅車位」「業主」應根據彼等各自所持「住宅單位」或「住宅車位」(視乎情況而定)的「管理份數」佔「住宅發展項目」及所有「住宅車位」的「管理份數」總額的比例攤付「住宅停車場及住宅管理預算案」所列的開支。

   倘「管理人」擬備上述管理預算案之外另擬備「屋苑」任何部分的副預算案或分副預算案，則只會攤分歸屬該部分的整體開支。任何此等副預算案或分副預算案所列的開支，將由副預算案或分副預算案涵蓋的各「單位」「業主」根據彼等各自所持之「單位」的「管理份數」佔副預算案或分副預算案所涵蓋「屋苑」相關部分的「管理份數」總額的比例攤付。

3. 由於「住宅停車場公用地方」、「住宅停車場公用服務與設施」、「屋苑停車場公用地方」及「屋苑停車場公用服務與設施」亦供「訪客車位」(該等「訪客車位」屬「住宅公用地方」)使用及使之受益，「住宅停車場公用地方」及「住宅停車場公用服務與設施」的管理與保養開支(包括特別基金住宅停車場帳目的分擔款項)的6.248%及「屋苑停車場公用地方」及「屋苑停車場公用服務與設施」的管理與保養開支(包括特別基金屋苑停車場帳目的分擔款項)的4.532%是僅為所有「住宅單位」「業主」受益所招致。因此，「管理人」將向所有「住宅單位」「業主」收取上述百份比之開支，「住宅單位」「業主」須根據彼等各自所持「住宅單位」的「管理份數」佔(特別是)所有「住宅單位」的「管理份數」總額的比例攤付「住宅停車場管理預算案」所列的費用與支出的6.248%及「屋苑停車場管理預算案」所列的費用與支出的4.532%。

4. 即使「公契」有任何相反的規定，「鐵路綜合大樓」「業主」須按「公契」第J節第5條第(b)(III)款訂明的方式分擔與攤分「屋苑管理預算案」中凡可歸因於保養與管理「物件」、「斜坡及護土構築物」、預應力地樁(如有)、「綠色範圍」、「構築物」、「其他構築物及設施」及「黃色範圍」及「黃色間黑斜線範圍」(及其上或其內提供及安裝之所有構築物及設施)的費用及支出但非他者、及「物件」、「斜坡及護土構築物」及預應力地樁(如有)、「綠色範圍」、「構築物」、「其他構築物及設施」及「黃色範圍」及「黃色間黑斜線範圍」(及其上或其內提供及安裝之所有構築物及設施)的大型工程的資本性質開支或並非預期每年支出的一類開支。「鐵路綜合大樓」「業主」須負擔該等費用、支出與開支的18.797%，剩餘的81.203%須由「屋苑」「業主」(「政府樓宇」「業主」除外)負擔。

5. 每個住宅物業的「不分割份數」數額與其「管理份數」數額相同，惟發展項目的「不分割份數」總數與其「管理份數」總數則不同。發展項目所有住宅物業「管理份數」總數為151,608份。期數所有住宅物業「管理份數」總數為56,125份。「住宅車位」「管理份數」總數為1,410份。「商業發展項目」「管理份數」總數為53,597份。發展項目的「管理份數」總額206,615份。

E. 計算管理費按金的基準

管理費按金的金額相等於三(3)個月「管理費」(根據首份年度管理預算案指定「業主」應就其「單位」繳付的管理開支計算)。

F. 擁有人在期數中保留作自用的範圍

期數並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所提及之賣方在發展項目中保留作自用的範圍。

備註：

1. 除非本售樓書另行說明，否則上文所有以括號標示的詞語，釋義與「公契」中相應的括號詞語相同。
2. 發展項目由/將由一份公契規管。發展項目之期數並無/將並無各自之分公契。

A. The common parts of the Development

1. **"Common Areas"** means the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Estate Car Park Common Areas, the Residential Car Park and Residential Common Areas and those parts of the Estate as are designated as common areas in, and more particularly identified on plans to be annexed to, any Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner (excluding its successors and assigns) pursuant to the deed of mutual covenant of the Development ("DMC") but excluding those parts of the Residential Development or the Residential Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit and excluding all parts of the Commercial Development.

2. **"Common EV Facilities"** means all such facilities installed or to be installed within the Residential Car Park Common Areas for the common use and benefit of the Owners of the Residential Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) parking at any of the Residential Car Parking Spaces; such facilities shall not serve any of the Residential Car Parking Spaces exclusively or belong to any of the owner of the Residential Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

3. **"Common Services and Facilities"** means the Estate Common Services and Facilities, the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Estate Car Park Common Services and Facilities, the Residential Car Park and Residential Common Services and Facilities and those services and facilities of the Estate as are designated as common services and facilities in any Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner (excluding its successors and assigns) pursuant to the DMC excluding those services and facilities which belong to the Owner of any particular Unit or which serve only any particular Unit and excluding those services and facilities serving the Commercial Development or any part thereof.

4. **"Estate Car Park Common Areas"** means those parts of the Estate intended for the common use and benefit of the Owners, occupiers and licensees of the Residential Car Parking Spaces and the car parking spaces in the Commercial Development including, but not limited to, staircases, landings, corridors, fan rooms, air duct shaft, fire service water tanks, pump room, carpark lift lobbies, electricity meter rooms and electricity rooms but excluding anything contained in the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas and the Residential Car Park and Residential Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured grey on the plans annexed to the DMC.

5. **"Estate Car Park Common Services and Facilities"** means those services and facilities in on or under the Estate serving the Residential Car Parking Spaces and the car parking spaces in the Commercial Development including, but not limited to, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment, water supply apparatus, drains, channels, firefighting installation and equipment, security systems and apparatus.

6. **"Estate Common Areas"** means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to the Vertical Green on the Second Floor, all those parts of the Greenery Areas which serve the Estate as a whole, all the slabs of the said parts of the Estate above the upper boundary of the Railway Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, the floor slabs of the second floor of those parts of the Estate situated immediately above the emergency vehicular access of the Railway Station (including the external plaster and finishes at the underside of such slabs and all the fittings and facilities installed thereat), and all utilities, services, trenches, pits and facilities which serve the Estate, as well as all the finishes of the Estate, parts of the Non-building Area, parts of the Pedestrian Link, the Drainage Reserve, the Waterworks Reserve Areas, emergency vehicular access, driveways, lifts, run in and out, taxi lay-by, ramps, lift shafts, shuttle lifts, footpaths, staircases, landings, corridors and passages; pump rooms, transformer room, main switch room, electricity rooms, fire services control room, master meter cabinet and water meter room, fuel tank rooms, street fire hydrant and sprinkler and fire services pump room, fan rooms, sprinkler control valve room, pipe ducts, lift machine room, emergency generator rooms, air duct shaft, refuse storage and material recovery chamber; refuse collection vehicle parking space; parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate; management office, security room, guard rooms, caretaker's quarters, office for Owner's Committee and/or Owners' Corporation, stores, lavatories and any other space on or in the Estate used for office of caretaker(s) or other accommodation of the Owners Committee or the Owners Corporation and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding all parts of the Commercial Development, the Residential Common Areas, the Residential Car Park Common Areas, the Estate Car Park Common Areas, the Residential Car Park and Residential Common Areas and those areas forming parts of other common areas as designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC) and for the purpose of identification only as shown (where possible and capable of being shown) coloured indigo and indigo hatched black on the plans annexed to the DMC.

7. **"Estate Common Services and Facilities"** means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and firefighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; refuse disposal equipment; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding all parts of the Commercial Development, the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Estate Car Park Common Services and Facilities, the Residential Car Park and Residential Common Services and Facilities and those services and facilities forming parts of other common services and facilities designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC).

8. **"Private Recreational Areas and Facilities"** means the recreational areas and recreational facilities and facilities ancillary thereto (including but not limited to the Club House) as are approved by the Director pursuant to the provisions of Special Condition No.(35)(a) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Development and their bona fide visitors.

9. **"Residential Car Park and Residential Common Areas"** means those parts of the Estate intended for the common use and benefit of the Owners, occupiers and licensees of the Residential Car

Parking Spaces and the Owners, residents, occupiers and licensees of the Residential Units including, but not limited to, all accessory areas, ramps and driveways but excluding anything contained in the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas and the Estate Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured light green on the plans annexed to the DMC.

10. **"Residential Car Park and Residential Common Services and Facilities"** means those services and facilities in on or under the Residential Car Park and Residential Common Areas which serve the Residential Car Park and Residential Common Areas including, but not limited to, lightings, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment and water supply apparatus.

11. **"Residential Car Park Common Areas"** means those parts of the Residential Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Residential Car Parking Spaces including, but not limited to, all accessory areas, circulation passages, staircases, landings, drop off area, ramps, driveways, fan rooms, air duct shaft, fire service water tanks, pump room, carpark lift lobbies, electricity meter rooms and electricity rooms but excluding anything contained in the Estate Common Areas, the Estate Car Park Common Areas, the Residential Common Areas and the Residential Car Park and Residential Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured violet on the plans annexed to the DMC.

12. **"Residential Car Park Common Services and Facilities"** means those services and facilities in on or under the Residential Car Park and which serve the Residential Car Parking Spaces including, but not limited to, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment, water supply apparatus, drains, channels, control gates, smoke vent, firefighting installation and equipment, security systems and apparatus and the Common EV Facilities.

13. **"Residential Common Areas"** means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to the upper surface of the transfer plates serving as the ceiling of the Commercial Development and the floor of the podium facing the Residential Development, parts of Pedestrian Link, the Vertical Green on the Sixth Floor and the Seventh Floor, all those parts of the Greenery Areas which serve the Residential Development as a whole and all the slabs of the said parts of the Residential Development above the upper boundary of the Railway Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Residential Development or any part thereof, as well as all the finishes of the Residential Development, parts of Non-building Area, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, residential entrance lobbies, residential shuttle lift lobbies, staircases, landings, walkways, corridors and passages, refuge floors, landscaped areas, sky gardens, communal podium gardens, acoustic fins, lift shafts, plant and equipment rooms podium deck, refuse rooms, swimming pool filtration plant rooms, chiller plant rooms, roofs and flat roofs, air-conditioning platforms (including any grilles attached thereto), architectural features of the Towers and associated supporting beams and columns, the external walls of the Towers (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows), non-structural prefabricated external wall (the locations of which are shown for identification purpose only as marked in red broken lines on the plans annexed to the DMC), claddings, louvers, grilles and facades), parapet walls, structural walls and columns within or appertaining to the Residential Development, the loading and unloading spaces for goods vehicles, Visitors' Car Parking Spaces, Bicycle Parking Spaces, caretaker's counters, Private Recreational Areas and Facilities, play areas, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication broadcast equipment rooms, telecommunication duct, emergency generator rooms, water pump rooms, fan rooms, chiller plant room, water meter cabinet room, air handling unit rooms, filtration plant rooms, pipe ducts, cable ducts, air duct shaft, mail boxes, skylight, canopy, lawns, water features, planters, footpaths, open space, Noise Mitigation Measures (excluding those forming part or parts of a Unit) and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas, the Residential Car Park Common Areas, the Estate Car Park Common Areas and the Residential Car Park and Residential Common Areas, and for the purpose of identification only as shown (where possible or capable of being shown) coloured yellow on the plans annexed to the DMC.

14. **"Residential Common Services and Facilities"** means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, EV Facilities for Visitors' Car Parking Spaces, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Estate Car Park Common Services and Facilities and the Residential Car Park and Residential Common Services and Facilities.

15. Subject to the Building Management Ordinance and the provisions of the DMC the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager.

16. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in the DMC, be held by the person or persons from time to time entitled thereto together with the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the DMC, including but not limited to the following rights, easements and privileges:

    (A) <u>Rights, easements and privileges applicable to Owners of the Estate</u>

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

    (B) <u>Rights, easements and privileges applicable to all Owners of the Residential Development</u>

a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Railway Complex) for the Owner of a Residential Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right):

(i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit; and

(ii) to go, pass and repass over and along and upon and to use the Estate Common Areas, the Residential Car Park Common Areas, the Residential Car Park and Residential Common Areas, the Estate Car Park Common Areas, the Estate Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Residential Car Park and Residential Common Services and Facilities and the Estate Car Park Common Services and Facilities for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading spaces, the Visitors' Car Parking Spaces.

(b) Full right and liberty for the residents forthe time being, of a Unit in the Residential Development and his bona fide guests and visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Areas and Facilities intended for use by the residents of the Residential Development and his bona fide guests and visitors PROVIDED that in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

(C) Rights, easements and privileges applicable to Owner of the Government Accommodation

The right for FSI, its lessees, tenants, licensees and persons authorized by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof to go pass and repass over and along and to use any common parts of the Land or any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development.

(D) Rights, easements and privileges applicable to the Owner of the Railway Complex

(a) The right for the Owner for the time being of the Railway Complex with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the Residential Common Areas but excluding the Residential Units and the Government Accommodation) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the West Rail, the Railway Complex or the West Rail Structures and Installations and the exercise of any right conferred under the DMC, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and make good any damage to such other parts of the Development caused thereby.

(b) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation) for the Owner of the Railway Complex for the time being, his servants, agents, licensees, customers, users and passengers of the West Rail and the Station Carpark (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the areas as for identification purpose only shown and coloured indigo hatched black on the Ground Floor Plan annexed to the DMC forming part of the Estate Common Areas and facilities therein for the purposes of access and egress to and from and proper use and enjoyment of the drop off areas, the lay-bys, loading and unloading spaces, the parking spaces of the Station Carpark Provided that the Owner of the Railway Complex shall contribute and pay to the Owners of the Estate 17.283% of the expenditure for the management and maintenance of such indigo hatched black areas on the Ground Floor and the facilities therein.

(c) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation) for the Owner of the Railway Complex for the time being, his servants, agents, licensees, officers and contractors to go, pass and repass over and along and upon and to use such parts of the Common Areas as the Owner of the Railway Complex considers necessary for the purpose of carrying out any works in relation to the maintenance, repair or inspection of the vent shafts of the Railway Station surrounded by the Vertical Green and for such purpose the Owner of the Railway Complex shall have the right to demand the Manager to remove and thereafter to reinstate the Vertical Green by serving on the Manager written notice of the same.

(E) Rights, easements and privileges applicable to the Owners of the Residential Car Parking Spaces

(a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Railway Complex) for the Owner of a Residential Car Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas, the Estate Car Park Common Areas, the Residential Car Park and Residential Common Areas, the Residential Car Park Common Services and Facilities, the Estate Car Park Common Services and Facilities and the Residential Car Park and Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Residential Car Parking Space.

(b) Subject to the provisions of Clauses 30 and 31 of Section E of the DMC and to the payment of the management expenses for the Common EV Facilities to be borne by the Owners of Residential Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Railway Complex) for the Owner of an Residential Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Residential Car Park Common Areas and/or the Estate Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Residential Car Park Common Areas and/or the Estate Car Park Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Residential Car Parking Space exclusively.

(F) Rights, easements and privileges applicable to the Owners of the Commercial Development

Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Railway Complex and the Owner of Government Accommodation) for the Owners of the Commercial Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon (i) the Residential Common Areas and to use the Residential Common Services and Facilities provided within the Sixth Floor for gaining access to and from the signage of the Commercial Development at Tsuen Wan Road to carry out maintenance and repair and ancillary works for such signage; and (ii) the Residential Car Park Common Areas and to use the Residential Car Park Common Services and Facilities provided within the Second Floor for carrying out maintenance and repair and ancillary works to the E/M services serving the Commercial Development installed at the ceiling level of the Second Floor.

17. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in the DMC, be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the DMC, including but not limited to the following exceptions and reservations:

(A) Rights of the Manager

Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit other than the Railway Complex, the Railway Complex (subject to the prior written approval of the Owner of the Railway Complex) and the Government Accommodation (subject to the prior written approval (save in case of emergency) of the Owner of the Government Accommodation) for the purposes of carrying out necessary repairs to the Estate including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the DMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby.

(B) Rights of the First Owner

For so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Non-Railway Portion Assignment and the Assignment to the Purchaser), the First Owner 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 the DMC), the Manager or any other person interested in the Land and the Development:-

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

(b) without prejudice to sub-clause (e) of Part II of the Second Schedule to the DMC and subject only to obtaining the prior written consent of the Director, to allocate and re-allocate Shares to any particular part of the Estate (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re allocate Management Units to each Unit thereto necessitated by any change in gross floor area Provided that the allocation in or re-allocation of Shares shall not affect the proportion of Shares allocated to the Government Accommodation and no Management Units shall be allocated to the Government Accommodation;

(c) to construct maintain, lay, alter, remove, re route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Railway Complex or the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Railway Complex or the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development Provided that in exercising any of its rights under this Sub-clause by the First Owner, the First Owner shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the prior consent of the Owners Committee (if in existence) or the Manager (before the formation of the Owners Committee) and any consideration received (if any) shall be credited to the relevant account of the Special Fund;

(d) subject to the approval of a meeting of the Owners of the Estate convened under the DMC, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian walkways, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Services and Facilities, or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit Provided that none of the terms and conditions of the Government Grant shall be contravened with and the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Always that any money received from the grant of any such rights shall form part of the Special Fund.

18. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to the DMC, the rights easements and privileges reserved to FSI as the Owner of Government Accommodation in the DMC and the Government Grant, the rights

granted to and reserved by the Owner of the Railway Complex set out in Clause 3 of Part I of the Second Schedule to the DMC and the rights granted to and reserved by KCRC as Owner of the Railway Complex under the Non-Railway Portion Assignment and the rights granted to the Owner(s) of the Commercial Development under Clause 6 of Part I of the Second Schedule to the DMC), an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (p), (t), (w) and (ac) to (ak) of Clause 1 of the Third Schedule to the DMC with the previous written consent of the Manager which consent may be granted, withheld or granted subject to conditions at its absolute discretion) do any of the acts or matters set out in Clause 1 of the Third Schedule to the DMC including but not limited to following:-

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

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

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

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

(e) in no event permit dogs in lifts or in any part of the Estate intended for common use unless they are:-

(1) carried or on leash and wearing mouth strap and where they are of such kind that mouth strap cannot be worn, the consent of the Manager has been obtained;

(2) wearing mouth strap and for small dogs of such kind that cannot wear mouth strap, consent from the Manager is required;

(3) microchipped and vaccinated;

(4) licensed by the Agriculture, Fisheries and Conservation Department; and

(5) registered with the Manager.

Notwithstanding anything contained in the above, in no event permit dogs be permitted in the Common Areas (including without limitation, the Club House and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time.

(f) make any structural alteration to or demolish any structural parts which form part of the Common Areas;

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

(h) construct or install any drainage or other pipeworks outside the external walls of the Estate other than in spaces specifically provided by the Manager therefor;

(i) allow children, save with the licence of the Manager, to play in the Common Areas particularly lifts and escalators which may cause damage or discolouration to the decorations of such areas or lifts or escalators and any damage or discolouration to the decorations in such areas or lifts or escalators caused by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside;

(j) use the open space or open spaces in the Common Areas for any purpose other than those permitted under the Government Grant or for other purposes as may be designated by the Manager with the approval of the Director;

(k) erect or make on the Land any grave or columbarium nor inter therein or deposit thereon any human remains or animal remains whether in earthware jars, cinerary urns or otherwise; and

(l) permit or suffer any hawker to carry on business within the Land and the Development . For the purpose of this sub-clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation.

19. Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC and the reserved rights of the Owner of the Railway Complex under Clause 3 of Part I of the Second Schedule to the DMC, no Owner (including the First Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners Committee has been obtained. Any payment received for the approval shall be credited to the relevant accounts of the Special Fund as provided in Clause 2 of Section J of the DMC.

20. Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC and and the reserved rights of the Owner of the Railway Complex under Clause 3 of Part I of the Second Schedule to the DMC and the rights of the sole Owner of the Commercial Development under Clause 9 of Section C of the DMC, no Owner (including the First Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the DMC or at a meeting of the Owners of the relevant part of the Estate convened under the DMC or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner (including the First Owner) or the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

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

The number of undivided shares assigned to each residential property in the Phase is as follows:

Tower	Floor	Unit	No. of undivided shares allocated to each Unit
6	6/F	--	--
		Flat B	71
		Flat C	103
		--	--
	7/F – 21/F * (13 storeys)	Flat A	68
		Flat B	73
		Flat C	104
		Flat D	70
	23/F – 50/F * (25 storeys)	Flat A	68
		Flat B	72
		Flat C	104
		Flat D	70

Tower	Floor	Unit	No. of undivided shares allocated to each Unit
7	6/F	Flat A	70
		Flat B	47
		--	--
		Flat D	47
		Flat E	69
	7/F	Flat A	71
		Flat B	47
		Flat C	34
		Flat D	47
		Flat E	70
	8/F – 52/F * (39 storeys) (excluding 25/F)	Flat A	71
		Flat B	47
		Flat C	35
		Flat D	47
		Flat E	70
8	6/F	Flat A	70
		Flat B	47
		--	--
		Flat D	47
		Flat E	69
	7/F	Flat A	71
		Flat B	47
		Flat C	34
		Flat D	47
		Flat E	70
	8/F – 52/F * (39 storeys) (excluding 25/F)	Flat A	71
		Flat B	47
		Flat C	35
		Flat D	47
		Flat E	70
9	6/F	Flat A	46
		Flat B	71
		--	--
		Flat D	46
		Flat E	68
9	7/F	Flat A	47
		Flat B	70
		Flat C	34
		Flat D	46
		Flat E	69
	8/F – 52/F * (39 storeys) (excluding 25/F)	Flat A	47
		Flat B	70
		Flat C	35
		Flat D	46
		Flat E	69
10	6/F	Flat A	70
		Flat B	47
		--	--
		Flat D	47
		Flat E	69
	7/F	Flat A	71
		Flat B	47
		Flat C	34
		Flat D	47
		Flat E	70
	8/F – 52/F * (39 storeys) (excluding 25/F)	Flat A	71
		Flat B	47
		Flat C	35
		Flat D	47
		Flat E	70

* There are no designation of 13/F, 14/F, 24/F, 34/F and 44/F

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

The Manager of the Development shall be appointed for an initial period of 2 years commencing from the date of the DMC until termination of the Manager's appointment in accordance with the provisions of the DMC.

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

1. Each Owner (save and except the Owner of the Government Accommodation and the Owner of the Railway Complex) shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management Charges payable by that Owner for that year on the basis of the management budget prepared by the Manager of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Unit allocated to his Unit.

2. Subject to sub-clauses (b)(II) and (b)(III) of Clause 5 of Section J of the DMC, the Owners of the Residential Units shall contribute towards the Management Charges in the following manner:

   (a) all Owners (save and except FSI as Owner of the Government Accommodation) of Units in the Estate shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;

   (b) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Development;

   (c) the Owners of the Residential Units and the Owners of the Residential Car Parking Spaces shall contribute to the expenses of the Residential Car Park and Residential Management Budget in the proportion that the Management Units attributable to the Residential Units or Residential Car Parking Spaces (as the case may be) owned by them bears to the total Management Units allocated to the Residential Development and all Residential Car Parking Spaces;

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Estate other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget.

3. Since the Residential Car Park Common Areas, the Residential Car Park Common Services and Facilities, the Estate Car Park Common Areas and the Estate Car Park Common Services and Facilities also serve and benefit the Visitors' Car Parking Spaces which are Residential Common Areas, 6.248% of the expenditure for management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities and 4.532% of the expenditure for management and maintenance of the Estate Car Park Common Areas and the Estate Car Park Common Services and Facilities, including the contribution to the residential car park account and the estate car park account of the Special Fund, will be incurred solely for the benefits of all Owners of Residential Units. As such, the Manager will charge all Owners of Residential Units of the said percentages of the expenditures, so that the Owners of the Residential Units shall contribute to 6.248% of the costs and expenses of the Residential Car Park Management Budget and 4.532% of the costs and expenses of the Estate Car Park Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bear in particular to the total Management Units attributable to all Residential Units.

4. Notwithstanding anything contained in the DMC to the contrary, the Owner of the Railway Complex shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein), in the manner as set out in sub-clause (b)(III) of Clause 5 of Section J of the DMC. 18.797% of such costs, expenses and expenditure shall be borne by the Owner of the Railway Complex and the remaining 81.203% shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).

5. The number of undivided shares allocated to each of the Residential Units in the Development is the same as the number of Management Units allocated to each of the Residential Units in the Development. However, the total number of undivided shares in the Development is different from the total number of Management Units of the Development. The total number of Management Units of all the Residential Units in the Development is 151,608. The total number of Management Units of all the Residential Units in the Phase is 56,125. The total number of Management Units of all the Residential Car Parking Spaces is 1,410. The total number of Management Units of the Commercial Development is 53,597. The total number of Management Units of the Development is 206,615.

E. Basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to 3 months' monthly Management Charges (based on the first annual management budget payable by the Owner in respect of his Unit).

F. The area in the Phase retained by the owner for that owner's own use

There is no area in the Phase which is retained by the vendor for its own use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

Notes:

1. Unless otherwise defined in this Sales Brochure, capitalized terms used in the above shall have the same meaning of such capitalized terms used in the DMC.
2. The Development is/will be governed under one deed of mutual covenant. There is/will be no separate sub-deed of mutual covenant for a phase in the Development.

批地文件的摘要
Summary of land grant

1. 期數位於荃灣市地段第401號(「**該地段**」)。

2. 「該地段」乃根據2012年11月20日所訂的《新批土地契約》第21486號(「**批地文件**」)向「政府」承批，批租年期為50年，2012年11月20日開始生效，2062年11月19日屆滿。

3. **用途**

第(16)條批地特別條件：

(a) 遵從此等「批地條件」和特別遵從「批地文件」第(16)條批地特別條件(b)及(c)款之規定，「該地段」或其任何部分或現已或將會建於該處的任何一座或多座建築物，除作非工業用途外(不包括貨倉、酒店及加油站)，不可作任何其他用途。

(b) 「鐵路車站」(釋義以「批地文件」第(25)(a)條批地特別條件所訂為準)除作鐵路車站及鐵路的使用、營運和管理附帶之用途(不包括職員宿舍但包括提供服務或物品予「西鐵」乘客使用或享用)及經「署長」書面批准之其他用途外(「署長」批准時可附加其視為恰當的條款與條件，包括繳付地價)，不可作任何其他用途。

(c) 「車站停車場」(釋義以「批地文件」第(25)(b)條批地特別條件所訂為準)除供「西鐵」乘客停泊汽車和作「署長」書面批准之其他用途外(「署長」批准時可附加其視為恰當的條款與條件，包括繳付地價)，不可作任何其他用途。

(d) 在不損害「批地文件」第(16)條批地特別條件(a)款和第(21)條批地特別條件之一般規定的原則下，「該地段」或其任何部分或現已或將會建於「該地段」的任何建築物或任何建築物部分，除遵照此等「批地條件」、「核准建築圖則」(釋義以「批地文件」第(14)(b)(i)條批地特別條件所訂為準)及「批地文件」第(18)條批地特別條件所載的核准園景設計總圖作設計、建造和原擬用途外，不可作任何其他用途。

4. **「承批人」作出賠償**

第4條批地一般條件

倘因任何違反此等「批地條件」或對毗鄰或毗連土地或對「該地段」造成任何損害或泥土和地下水污染，而「署長」認為(「署長」之意見將作終論並對「承批人」具約束力)有關損害或泥土及地下水污染乃因為「承批人」(釋義以「批地文件」第12(a)條批地一般條件所訂為準)使用「該地段」或該處之發展項目或重建項目或其任何部分，或因在「該地段」進行任何活動或在「該地段」進行任何其他工程所引起，以致招致任何訴訟、法律程序、責任、索求、費用、開支、損失(不論是經濟或其他性質)和索償，則不論「承批人」如上所述使用、發展或重建、進行活動或工程乃遵從或違反「批地條件」，「承批人」亦須向「政府」作出賠償並確保其免責。

5. **維修**

第6條批地一般條件

(a) 「承批人」應在整個批租期內遵照此等「批地條件」進行建造或重建(本詞指下列(b)款所述的重建工程)：

(i) 按照核准的設計、布局或高度和任何核准建築圖則維修所有建築物，並且不作任何修改或改動；及

(ii) 維修現已或於「批地文件」生效日後依照此等「批地條件」或此後對其的任何修改合約建造的所有建築物，以保持其修繕妥當及狀況良好，並且在批租年期屆滿或提前終止時以修繕及保養完好的狀況交回。

(b) 如在批租期內拆卸「該地段」或其任何部分之現有任何建築物，「承批人」必須另建良好穩固而樓面總面積最少相等的同類型及同價值的一座或多座建築物作替代，並須經「署長」批核。倘如上所述拆卸建築物，「承批人」應在拆卸後一(1)個公曆月內向「署長」申請同意於「該地段」進行重建工程。「承批人」接獲同意書後，必須在三(3)個公曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。

6. **私家街、私家路及後巷**

第8條批地一般條件

此等「批地條件」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的「該地段」範圍。無論屬何情況，如有需要，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道和路燈建設工程，費用則由「承批人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批授的一部分，「承批人」應自費在該處提供照明、路面、路緣石、排水渠、渠道和進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔路燈安裝工程的資本開支，並且允許工人及汽車自由進出本文協定批授的一部分，以便安裝及維修路燈。

7. **「綠色範圍」**

第(6)(a)條批地特別條件

「承批人」應：

(i) 在2014年9月30日或之前又或「署長」批准的其他日期，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在「批地文件」所夾附「圖則I」(以下統稱「**圖則I**」)以綠色顯示的擬建公共道路範圍(「**綠色範圍**」)進行鋪設及平整工程；及

(II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「**構築物**」)；

以便在「綠色範圍」建造建築物和供汽車及行人往來；

(ii) 在2014年9月30日或之前又或「署長」批准的其他日期，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬和道路標記；及

(iii) 自費維修「綠色範圍」及「構築物」和在該處建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的佔管權按照「批地文件」第(7)條批地特別條件交回「政府」為止。

第(7)條批地特別條件

「承批人」應在「署長」要求時將「綠色範圍」或其任何一個或多個部分交還「政府」，而於任何情況下「綠色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式全面履行

此等「批地條件」當日交還「政府」。「承批人」管有「綠色範圍」或其任何一個或多個部分期間，應允許所有「政府」和公眾汽車及行人於任何合理時間進出及通行「綠色範圍」或其任何一個或多個部分，並確保不會因為執行「批地文件」第(6)條批地特別條件等規定之工程或其他情況而干預或阻礙此等通行權。

第(8)條批地特別條件

如非事前獲「署長」書面同意，「承批人」不得使用「綠色範圍」儲物或搭建任何臨時構築物又或並非執行「批地文件」第(6)條批地特別條件所訂工程的任何其他用途。

10.**「黃色範圍」及「黃色間黑斜線範圍」**

第(10)(a)條批地特別條件

受制於「批地文件」第(43)(b)條批地特別條件所載的權利，「承批人」應：

(i) 在2016年6月30日或之前又或「署長」批准的其他日期，自費以按康樂及文化事務署署長批准的方式和物料、指定或批准的標準、樓層、定線和設計進行下列工程，以全面令「康樂及文化事務署署長」和「署長」滿意：

(I) 在「圖則I」以黃色顯示的範圍(「**黃色範圍**」)進行拓建、平整、園景美化、種植樹木及灌叢、鋪築路面及鋪設排水渠；及

(II) 提供和建造康樂及文化事務署署長全權酌情為「黃色範圍」需要的下水道、高架道路、污水管、排水渠、設施、行人路或其他構築物；

(ii) 受制於「批地文件」第(11)(b)條批地特別條件的規定，於2016年6月30日或之前又或「署長」批准的其他日期，自費以「署長」批准的方式和物料，按康樂及文化事務署署長指定或批准的標準、樓層、定線和設計進行下列工程，以全面令康樂及文化事務署署長和「署長」滿意：

(I) 在「圖則I」以黃色間黑斜線顯示的範圍(「**黃色間黑斜線範圍**」)進行拓建、平整、鋪築表面和鋪設排水渠；及

(II) 提供和建造康樂及文化事務署署長全權酌情為「黃色間黑斜線範圍」需要的下水道、高架道路、污水管、排水渠、設施、行人路或其他構築物；及

(iii) 自費保養、管理、維修、清潔和修理「黃色範圍」及「黃色間黑斜線範圍」，並在該處提供和安裝所有構築物及服務設施，以保持其修繕妥當及狀況良好，全面令康樂及文化事務署署長和「署長」滿意，直至「黃色範圍」及「黃色間黑斜線範圍」的管有權連同在該處安裝和提供之所有構築物及服務設施按照「批地文件」第(11)條批地特別條件交還「政府」為止。

第(11)(d)條批地特別條件

「承批人」管有「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分期間，時刻均須以「署長」全面滿意的方式，在「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分沿線或橫跨該處提供內部淨闊度不少於3米的行人通道，並每日24小時開放供公眾完全免費使用作所有合法用途，同時確保通道不會因為執行「批地文件」第(10)(a)條批地特別條件訂明的工程或其他工程而遭到干擾或阻礙。

第(12)條批地特別條件

受制於「批地文件」第(43)(b)條批地特別條件所載的權利，「承批人」事前未經「署長」書面同意，不得使用「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分作「批地文件」第(10)條批地特別條件所指定工程以外的其他用途或「署長」批准之其他用途以外的任何其他用途。除「車站設施」外，「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分不可存放、停泊或搭建任何貨物或汽車或任何臨時構築物。

11.**建築契諾**

第(15)條批地特別條件

(a) 「承批人」應全面遵照此等「批地條件」和香港現時或無論何時生效的所有建築、衛生和規劃相關的所有條例、附例及規例發展「該地段」而興建一座或多座建築物。

(b) 現已或將會建於「該地段」的一座或多座建築物及此等一座或多座建築物的所有部分(不包括「政府樓宇」及「鐵路綜合大樓」)應在2019年12月31日或之前建成並適宜佔用。

12.**樹木保育**

第(17)條批地特別條件

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

13.**園景工程**

第(18)條批地特別條件

(b) (ii) 「該地段」應有不少於百分之三十(30%)的面積種植樹木、灌叢或其他植物。

(iii) 本批地特別條件(b)(ii)款所載的百分之三十(30%)面積當中，應有不少於百分之五十(50%)(「**綠化範圍**」)設於「署長」全權酌情指定的位置或樓層，以使「綠化範圍」在行人視線之內或可供進入「該地段」的任何人士或人等享用。

(c) 「承批人」應按照核准園景設計總圖，自費以「署長」全面滿意的方式在「該地段」進行園景工程，如非事前獲「署長」書面同意，不得對核准園景設計總圖作任何修改、更改、改動、改變或取代。

(d) 此後，「承批人」應自費保養和維修園景工程，以保持其安全、清潔、整齊、井然和健康，全面令「署長」滿意。

14.**發展條件**

第(19)條批地特別條件

受制於此等「批地條件」之規定，倘「該地段」或其任何部分發展或重建(本詞純粹指「批地文件」第6條批地一般條件預期進行的重建工程)：

(a) 「承批人」只可在「該地段」搭建、建造、提供和維修以下樓宇及設施：

(i) 私人住宅用途的樓宇和設施，樓面總面積不超過167,100平方米；

(ii) 「政府樓宇」；

(iii) 非工業用途樓宇和設施(不包括私人住宅、貨倉、酒店及加油站)(「**其他樓宇**」)(包括「幼稚園」)，樓面總面積不超過40,550平方米；及

(iv) 「鐵路綜合大樓」；

(d) 現已或將會建於「該地段」的任何一座或多座建築物，樓面總面積不可少於124,590平方米，亦不可超過207,650平方米；

(e) (i) 現已或將會建於「該地段」的住宅單位總數不可少於2,384個；及

(ii) 本批地特別條件(e)(i)款訂明提供的住宅單位總數中，應有不少於1,235個住宅單位各自的實用面積不超過50平方米。

15.**「政府樓宇」**

第(21)條批地特別條件

(a) 「承批人」確認「該地段」地下現存有由下列部分組成的公共運輸交匯處：

(i) 設有14個雙倍長度鋸齒形巴士停車灣的巴士總站；

(ii) 14個輪候車位；及

(iii) 預留淨作業樓面面積不少於38平方米的地方供巴士公司作附屬設施，包括但不限於站長室、工具房、員工食堂及廁所和最少3.0米長、3.0米闊及2.5米高裝有管道及連接設施的閉路電視室

(上述公共運輸交匯處(包括固定照明裝置、通風裝置、消防系統、管道系統及路面/地面，但不包括「署長」依照此等「批地條件」許可而並非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施、牆、柱、樑、天花、天台樓板、行車道或樓板及任何其他結構組件)連同「署長」全權酌情指定(「署長」的決定將作終論並對「承批人」具約束力)為該處專設的任何其他地方、設施、服務及裝置，以下統稱「**政府樓宇**」)。

(b) (i) 「承批人」依照「批地文件」第(4)(a)條批地特別條件規定管有「該地段」後，「政府樓宇」將被視作已由「承批人」移交予「政府」管有，由「政府」以專有權使用、佔用與營運，惟概不妨礙「政府」與「承批人」就「政府樓宇」維修事宜訂立的任何協議。

(ii) 「承批人」不得干預「政府樓宇」的營運，任何影響「政府樓宇」運作的建造工程事前必須徵取運輸署署長書面批准，方可進行。

16.**維修外部飾面及牆壁結構等**

第(24)條批地特別條件

(a) 「承批人」應在「批地文件」的整個有效年期內，自費以「署長」全面滿意的方式維修以下項目(「**物件**」)：

(i) 「政府樓宇」的外飾面和「政府樓宇」內、周圍、上及下所有牆、柱、樑、天花、天台樓板、行車道或樓板結構和任何其他結構組件；

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

(iii) 屬於「政府樓宇」及「該地段」其餘發展項目之系統一部分的所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部和其下的排水系統；及

(v) 所有其他供「政府樓宇」及「該地段」其餘發展項目使用的公共部分及設施。

(c) 純粹就本批地特別條件而言，「承批人」一詞不包括「財政司司長法團」。

17.**「鐵路綜合大樓」的營運和維修**

第(25)條批地特別條件

(a) 「承批人」應遵照此等「批地條件」及「核准建築圖則」(如情況適合)，自費以「署長」全面滿意的方式在「該地段」提供和其後運作及維修一個鐵路車站連同「署長」指定的附屬鐵路結構及設施(包括「抽水站」)(以下統稱「**鐵路車站**」)，以配合「西鐵」的營運。

(b) 除「批地文件」第(51)及(52)條批地特別條件所載的規定外，「承批人」並須在「批地文件」生效日後84個公曆月內或「署長」以書面批准的其他延長限期內，在「該地段」設置令「署長」滿意的120個供汽車停泊的車位和32個供電單車停泊的車位，又或設置「署長」批准的其他數額的車位(「署長」批准時可附加其視為恰當的條款與條件)(「**車站停車場**」)。上述車位將供「西鐵」乘客停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的汽車和電單車。「車站停車場」須以運輸署署長滿意的方式營運。

(c) 「鐵路車站」及「車站停車場」統稱「**鐵路綜合大樓**」。就計算「批地文件」第(19)(d)條批地特別條件訂明的樓面總面積而言，「鐵路綜合大樓」不會連計在內。

(d) 於本批地特別條件，「承批人」一詞不包括「承批人」的受讓人。

18.**「鐵路綜合大樓」的通行權**

第(29)條批地特別條件

(a) 在不損害「批地文件」第(31)條批地特別條件訂明「政府」擁有的權利的原則下，倘任何人士行使此等「批地條件」所賦予關乎「鐵路綜合大樓」的權利，「承批人」應採取所有必要的協調工程促進或達致上述人士行使有關權利，而上述人士：

(i) 未經「承批人」同意(「承批人」不得無理拒絕同意)不可作出任何行為以致對「西鐵」的營運或安全構成不良影響，而倘導致任何傷害性影響則作出合理賠償；

(ii) 應盡量避免造成損害，並就任何損害作出合理賠償；及

(iii) 應向「承批人」償付「承批人」執行工程促進或達致其行使有關權利所招致之任何開支。

(b) 「承批人」應執行本批地特別條件(a)款所載的所有必要協調工程，以配合上述人士施工，而上述人士：

(i) 未經「承批人」同意(「承批人」不得無理拒絕同意)不可作出任何行為以致對「西鐵」的營運或安全構成不良影響，而倘導致任何傷害性影響，上述人士須作出合理賠償；

(ii) 應確保其所需的協調工程盡量避免造成損害，並就所有損害作出合理賠償；及

(iii) 應向「承批人」償付「承批人」執行工程促進或達致其行使有關權利所招致之任何開支。

(c) 於本批地特別條件，「承批人」一詞不包括「承批人」之受讓人。

19.**保護「鐵路結構與裝置」**

第(30)條批地特別條件

(a)「該地段」或其任何部分內任何建築工程、地基工程或任何其他工程概不可損壞、干預、妨礙或危害「西鐵」、「鐵路綜合大樓」或在「該地段」或鄰近「該地段」周圍的任何「西鐵」相關結構或裝置(「**鐵路結構與裝置**」)的運作。「承批人」應自費採取「署長」要求的措施和預防措施，以確保「鐵路結構與裝置」營運安全。

(b) 在整個批租年期內，「承批人」必須遵守和履行屋宇署署長就保護「鐵路結構與裝置」不時制訂的所有規定，以令屋宇署署長滿意。

20.**「政府」檢查「鐵路結構與裝置」**

第(31)(a)條批地特別條件

「承批人」應在整個批租年期內，允許「政府」、其人員、職員和代理及彼等授權之任何其他人等行使權利在任何合理時間(除緊急情況外必須於事前不少於十四(14)天發出通知)，不論攜帶工具、駕車或設備與否，自由進出、返回和行經「該地段」及現已或將會建於該處的任何建築物或構築物，以檢查「鐵路結構與裝置」或任何高架橋或其任何部分。

21.**公眾通行「鐵路綜合大樓」**

第(32)條批地特別條件

於整個批租年期內，「承批人」應允許公眾完全免費和自由地步行或乘坐輪椅或乘坐任何類型的汽車(如情況適合)(在「西鐵」服務時間內)出入、往返及通行「該地段」任何一個或多個部分和進入該處任何由「承批人」指定作往返「鐵路綜合大樓」通道的任何建築物、構築物及搭建物內、上或經過或行經該處，以作所有合法用途。

22.**「幼稚園」**

第(33)條批地特別條件

(a)「承批人」應在「批地文件」生效日後84個公曆月內或「署長」以書面批准的其他延長限期內(「署長」批准時可附加其視為恰當的條款與條件)，自費以「署長」全面滿意的方式在「該地段」內興建、建造和提供一間幼稚園(「**幼稚園**」)，配備教育局局長指定的各項設施，樓面總面積不少於550平方米或教育局局長批准的其他面積。

(b)「幼稚園」的位置、設計和標準必須遵從教育局局長事前書面批准。

(c)「幼稚園」應以教育局局長全面滿意的方式營運和維修。

23.**康樂設施**

第(35)條批地特別條件

(a)「承批人」可在「該地段」搭建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(「**設施**」)。「設施」的類型、大小、設計、高度和布局亦須遵從「署長」事前書面批准。

(c) 如「設施」任何部分豁免依照「批地文件」第(35)條批地特別條件(b)款規定計入樓面總面積(「**豁免設施**」)：

(i)「豁免設施」將劃為並構成「批地文件」第(48)(a)(v)條批地特別條件所載的「公用地方」一部分；

(ii)「承批人」應自費維修「豁免設施」以保持其修繕妥當及狀況良好，並負責運作「豁免設施」以令「署長」滿意；及

(iii)「豁免設施」只可供現已或日後建於「該地段」的一座或多座住宅大廈的居民及彼等之真正訪客使用，任何其他人士或人等一概不可使用。

24.**「行人通道」**

第(39)條批地特別條件

(a)「承批人」應自費以「署長」全面滿意的方式鋪設、平整、提供、興建分段的行人走道或行人路(連同「署長」全權酌情為必要的樓梯、斜路、載客電梯、照明裝置和自動扶梯)並鋪設路面，其位置、方式、物料、標準、樓層、定線及設計均須經「署長」指定或批准，以作「批地文件」批地特別條件第(39)條(b)款所載的用途。上述分段行人走道或行人路連同相關的樓梯、斜路、載客電梯、照明裝置及自動扶梯統稱「**行人通道**」。

(b)「行人通道」應採取最短路線並興建上蓋，建造和設計應符合以下要求：

(i) 在「署長」指定或批准的建築物位置及樓層連貫將會建於「該地段」上的每座建築物；及

(ii) 連貫「該地段」內所有主要設施，包括住宅大廈、「鐵路綜合大樓」、「政府樓宇」、「其他樓宇」(包括「幼稚園」)、「行人走道」及「擬建行人天橋」。

(c)「承批人」應在整個批租年期內自費管理和維修「行人通道」，以保持其修繕妥當及狀況良好，令「署長」滿意。

(d) 純粹就本批地特別條件而言，「承批人」一詞不包括「財政司司長法團」。

25.**提供「行人走道」**

第(40)條批地特別條件

(a)「承批人」應自費以「署長」全面滿意的方式設計、提供、管理和維修一條位於「該地段」及現已或將會建於「該地段」的任何一座或多座建築物範圍內的行人走道，並配備自動扶梯、載客電梯、樓梯、斜路和「署長」不時批准或指定的其他構築物，以在「署長」批准的地點及樓層連接「鐵路綜合大樓」、「政府樓宇」、「擬建行人天橋」、「該地段」地面和毗連「該地段」的街面行人路(「**行人走道**」)。「行人走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的內部淨闊度應達6米。「承批人」應向「署長」提交顯示「行人走道」走線的圖則以供批核。「署長」就何謂地面所作的決定將作終論並對「承批人」約束。

(b)「承批人」應在整個批租年期內，每日24小時開放「行人走道」供公眾完全免費及暢通無阻地步行或乘坐輪椅通行，以作所有合法用途。

26.**「行人天橋支承件及連接段」**

第(41)條批地特別條件

(a)「承批人」須在2018年4月30日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的方式在現已或將會建於「該地段」任何一座或多座建築物內或外搭建、提供和建造結構性支承件、連接段、柱、洞口及樓梯平台，連同「署

長」指定的自動扶梯、電梯、斜路及樓梯(此等結構性支承件、連接段、柱、洞口及樓梯平台連同自動扶梯、電梯、斜路及樓梯和任何相關更換件或替代件，以下統稱「**行人天橋支承件及連接段**」)，以連接「該地段」至內部淨闊度最少達6米而位於「圖則I」所示註明為FB1的約略位置或「署長」全權酌情指定或批准的其他位置之擬建行人天橋(「**擬建行人天橋**」)。

(b) 「行人天橋支承件及連接段」應建於「署長」指定或批准的樓層及位置，並採取「署長」指定或批准的闊度和物料、標準、走線、布局和設計。「行人天橋支承件及連接段」的設計應可承受「擬建行人天橋」的承重負荷。

(c) 「承批人」應在整個批租年期內自費保持「行人天橋支承件及連接段」修繕妥當及狀況良好，全面令「署長」滿意。

(f) 如「署長」發出通知指示，「承批人」或「批地文件」第(48)(a)(i)條批地特別條件所載根據「公契」任命的「該地段」現任管理人或根據《建築物管理條例》、其任何附屬規例及任何修訂法例成立的「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」規定或批准暫時關閉現已或將會建於「該地段」任何一座或多座建築物的任何洞口，以便接駁「批地文件」第(41)條批地特別條件(k)款所載的「擬建行人天橋」或其任何更換件。有關洞口暫時關閉期間，「承批人」、上述管理人或「業主立案法團」(視乎情況而定)須一直自費以「署長」滿意的方式維修洞口。

(g) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條件」或行使「批地文件」第(41)條批地特別條件所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」。倘日後不興建「擬建行人天橋」而由此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(h) 於整個批租年期內，只要「擬建行人天橋」存在，「承批人」便須時刻遵從「署長」制訂的規定允許公眾自由、免費及暢通無阻地步行或乘坐輪椅通行及再通行「行人天橋支承件及連接段」，以作所有合法用途，以及按需要進入、通行及再通行「該地段」任何一個或多個部分和現已或將會建於「該地段」任何一座或多座建築物，從而進出「批地文件」第(42)條特別條件(k)款所載的「擬建行人天橋」或其任何更換件。

(p) 純粹按「批地文件」第(41)條批地特別條件而言，「承批人」一詞不包括「財政司司長法團」。

27. **非建築用地**

第(42)條批地特別條件

(a) (i) 除獲路政署署長批准的「行人天橋支承件及連接段」和有關構築物或圍欄外，不可在「圖則I」以粉紅色加黑波紋及粉紅色間黑斜線加黑波紋顯示的範圍(分別簡稱「**粉紅色加黑波紋範圍**」及「**粉紅色間黑斜線加黑波紋範圍**」)上或內的完工街面或完工街面對上高於「香港主水平基準」23米的空域搭建或建造任何建築物或構築物或任何建築物或構築物的支承結構。

(ii) 除獲路政署署長批准的有關構築物或圍欄外，不可在「圖則I」以粉紅色加黑點及粉紅色間黑斜線加黑點顯示的範圍(分別簡稱「**粉紅色加黑點範圍**」及「**粉紅色間黑斜線加黑點範圍**」)上或內的完工街面或完工街面對上高於「香港主水平基準」31.5米的空域搭建或建造任何建築物或構築物或任何建築物或構築物的支承結構。

(iii) 「粉紅色加黑波紋範圍」、「粉紅色間黑斜線加黑波紋範圍」、「粉紅色加黑點範圍」及「粉紅色間黑斜線加黑點範圍」以下統稱「**非建築用地**」。

(b) 在整個批租年期內，「署長」、其人員、承辦商及代理和彼等的工人隨時均有不受限制的權利，不論攜帶工具、設備、機器或駕車與否進出或再返回及通行「該地段」及「非建築用地」，以檢查、維修和修理建議的荃灣路及荃灣繞道工程(「**荃灣路及其擬建擴闊工程**」)。倘若因為或鑒於「署長」、其人員、承辦商及代理和彼等的工人行使「批地文件」第(42)條批地特別條件(b)款賦予的權利或附帶於此等權利之事宜而使「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「署長」、其人員、承辦商及代表和彼等的工人概毋須就此承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向「署長」、其人員、承辦商及代理和彼等的工人提出索償。

28. **非建築用地(抽水站)**

第(43)條批地特別條件

(a) (i) 除獲「署長」批准之現有平台及對下的「荃灣西站冷卻水抽水站」(以下統稱「**抽水站**」)和其他構築物或圍欄外，不可在「圖則I」以粉紅色間紅斜線顯示的範圍上或跨越其上、下、內、其上或其下搭建或建造任何建築物或構築物或任何建築物或構築物的支承結構。「抽水站」屬於「鐵路車站」一部分。

(ii) 「承批人」應遵照此等「批地條件」及「核准建築圖則」(如情況適合)，自費以「署長」全面滿意的方式維修「抽水站」。

(b) (i) 「承批人」有權在「批地文件」的整個批租年期內取用其所需數量的海水，為「鐵路車站」及「西鐵」空調系統供應冷卻水，以及在「圖則I」註明的進水口及排放點排放已用作空調系統冷卻水的海水，同時透過下文所述的水管及設施，橫跨和跨越「黃色範圍」及「黃色間黑斜線範圍」輸送海水，並可就此(僅以此為限)行使全權，按照「署長」批准或指定的方式、物料、標準、樓層、定線及設計，在「圖則I」分別以紫色註明的路線及位置，在橫跨及跨越「黃色範圍」、「黃色間黑斜線範圍」和毗連的大海或在其下或內鋪設、搭建、建造、保養、管理、維修、更新、修理及更換總喉、上升總喉、冷卻水管管線、排水管及其他設施。

29. **保護荃灣路及其擬建擴闊工程**

第(44)條批地特別條件

「承批人」應確保自費採取充分措施，以「署長」全面滿意的方式保護經過「擬建行人天橋」的一段荃灣路及其擬建擴闊工程。在此事宜上，如非事前獲路政署署長書面批准，便應遵從關於使用波浪防撞欄(二波板)護柱的路政署標準圖則第H2128及H2129號和不時發布之相關修訂或取代版本。荃灣路及其擬建擴闊工程的防護措施須遵從路政署署長事前書面批准。其中，「承批人」特別須遵從以下規定：

(a) 除非事前獲路政署署長書面批准，否則拱腹和各柱及橋台周圍時刻均須保持2米淨空，以便進行檢驗和維修工程。如路政署署長批准，個別關鍵位置的淨空可輕微縮減。

(b) 「承批人」必須在接獲合理通知時允許路政署署長或其人員、承辦商、代理、工人或其他正式獲授權人員，時刻均可不論攜帶工具、設備、機器或駕駛維修汽車與否，自由及不受限制地通行「該地段」，以便檢查、維修和修理道路構築物。

(c) 「該地段」任何建造工程或任何其他工程均不得干擾或損害荃灣路及其擬建擴闊工程的地基。

(d) 如非事前獲路政署署長書面批准，不可在荃灣路及其擬建擴闊工程、該處的支承件、柱、連接段、橋台、支承結構或任何其他附屬設施與公用服務設施裝設任何燈飾、海報、商業陳列品、機器、設備、附裝物品或固定裝置。

(e) 「非建築用地」範圍內任何建築物或構築物，包括臨時建築物或構築物，必須採用防火物料建造，以防止荃灣路及其擬建擴闊工程受任何火警危害及損害。「承批人」應盡量減少因失火造成損害的風險，並確保即使發生火警亦不會損及荃灣路及其擬建擴闊工程。

(f) 除非事前獲路政署署長書面批准，以確保路政署署長認為有關活動或工程不會妨礙荃灣路及其擬建擴闊工程的結構完整性，否則「承批人」不可亦不會獲准在「非建築用地」範圍內進行任何活動或工程。「承批人」應在「政府」通知時向「政府」支付款項，以彌補修復「承批人」、其承辦商、分判商、傭僕、代理、工人或汽車對荃灣路及其擬建擴闊工程所造成的任何損壞之費用（金額由路政署署長釐定，其決定將作終論並對「承批人」具約束力）。

(g) 「該地段」內任何建築物或構築物概不可排放污水到荃灣路及其擬建擴闊工程的排水系統。

(h) 「非建築用地」倘用作停泊非私家車的其他汽車，「承批人」必須採取路政署署長指定的額外防護措施。茲就「批地文件」第(44)條批地特別條件(b)款而言，「汽車」及「私家車」一詞以《道路交通條例》、其任何附屬規例及任何修訂法例的釋義為準。

(i) 「承批人」現確認和承認荃灣路及其擬建擴闊工程的伸縮接頭並無防水保證，此外荃灣路及其擬建擴闊工程亦有物件意外墜下的風險。就此而言，如「承批人」擬於「非建築用地」範圍內設置防護措施防範上述風險，事前必須得路政署署長批准。

30. **無豁免建築物**

第(45)條批地特別條件

「該地段」上不可建造任何可根據《建築物條例（新界適用）條例》、其任何附屬規例及任何修訂法例獲豁免遵從《建築物條例》、其任何附屬規例及任何修訂法例所訂條文的建築物。

31. **泊車及客貨上落規定**

第(51)條批地特別條件

(a) (i) 「該地段」應設有「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的住宅單位居民及彼等真正賓客、訪客或獲邀人士的汽車（「**住宅車位**」），配置比例參照「批地文件」第(51)(a)(i)條批地特別條件列表中現已或將會建於「該地段」各住宅單位的面積計算（除非「署長」同意採用與上述列表不同的比例或數額，則屬例外）。然而，若根據上述列表計算配置的「住宅車位」少於238個，「承批人」亦必須最少設置238個「住宅車位」。

(iii) 如現已或將會建於「該地段」的任何住宅單位大廈之住宅單位多於75個，則應按照每座住宅單位大廈配置2.5個車位或「署長」批准的其他比例（惟最少須設置一個車位）額外提供車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的住宅單位居民之真正賓客、訪客或獲邀人士的汽車。

(jv) 遵照「批地文件」第(51)條批地特別條件(a)(i)及(a)(iii)款設置的車位除作該款分別訂明的用途外，不可作任何其他用途，其中特別禁止用以存放、陳列或展示汽車作招售等或經營洗車及汽車美容服務。

(b) (i) 「該地段」應按照「其他樓宇」（不包括「幼稚園」）樓面總面積每300平方米或其部分配置一個供停泊汽車車位的比例（除非「署長」另行同意其他比例），設置令「署長」滿意的「該地段」內車位。

(iii) 遵照「批地文件」第(51)條批地特別條件(b)(i)款設置的車位除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的佔用人及彼等真正賓客、訪客或獲邀人士的汽車作上述(b)(i)款訂明的用途外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售等或經營洗車及汽車美容服務。

(c) (i) 「該地段」應設置一個（除非「署長」另行同意其他比例）令「署長」滿意的車位以供停泊汽車。

(ii) 遵照「批地文件」第(51)條批地特別條件(c)(i)款設置的車位除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於「幼稚園」業主及佔用人和彼等真正賓客、訪客或獲邀人士的汽車外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售等或經營洗車及汽車美容服務。

(d) (i) 「承批人」應從遵照「批地文件」第(51)條批地特別條件(a)(i)、(a)(iii)、(b)(i)及(c)(i)款設置的車位中預留和劃出多個車位，以供符合《道路交通條例》、其任何附屬規例及任何修訂法例定義的傷殘人士停泊汽車，配置比例以「批地文件」第(51)條批地特別條件(d)(i)(I)、(d)(i)(II)及(d)(i)(III)款所訂為準，或採用「署長」批准的其他比例。

(ii) 遵照「批地文件」第(51)條批地特別條件(d)(i)款設置的車位應位於「署長」以書面批准的地點和樓層。

(iii) 遵照「批地文件」第(51)條批地特別條件(d)(i)款設置的車位，除供符合《道路交通條例》、其任何附屬規例及任何修訂法例定義的傷殘人士停泊屬於現已或將會建於「該地段」一座或多座建築物的居民、佔用人和彼等各真正賓客、訪客或獲邀人士的汽車外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示汽車作招售等用途或經營洗車及汽車美容服務。

(e) (i) 「該地段」應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的電單車。除非「署長」另行同意其他比例，否則配置比例如下：

(I) 遵照「批地文件」第(51)條批地特別條件(a)(i)款和遵照「批地文件」第(51)條批地特別條件(a)(iii)款設置的「住宅車位」總額百分之十(10%)（「**住宅電單車車位**」）；及

(II) 遵照「批地文件」第(51)條批地特別條件(b)(i)款設置的車位總額百分之十(10%)；

如擬提供的車位數目為小數位數，則四捨五入為最接近之下一個整數。

(ii)「住宅電單車車位」除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的住宅單位居民及彼等真正賓客、訪客或獲邀人士的電單車外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售等或經營洗車及汽車美容服務。

(iii)遵照「批地文件」第(51)條批地特別條件(e)(i)(II)款設置的車位除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的佔用人及彼等真正賓客、訪客或獲邀人士的電單車作「批地文件」第(51)條批地特別條件(b)(i)款訂明的用途外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售等或經營洗車及汽車美容服務。

(f)「該地段」內應設立「署長」滿意的車位，以供現已或將會建於「該地段」一座或多座建築物內住宅單位的居民及彼等各真正賓客、訪客或獲邀人士停泊彼等擁有的單車，配置比例為每15個住宅單位(每個住宅單位面積不得少於70平方米)或其部分一個車位，或採用「署長」批准的其他比例。

第(52)條批地特別條件

(a) (i)「該地段」應設有「署長」滿意的車位供貨車上落客貨。除非「署長」另行同意其他比例，否則配置比例如下：

(I) 現已或將會建於「該地段」每座住宅單位大廈配置一個車位，上落貨車位應設於每座住宅單位大廈內或毗鄰處；

(II) 現已或將會建於「該地段」用作「其他樓宇」的一座或多座建築物樓面總面積(不包括「幼稚園」及用作上落貨和車位地方的樓面面積)每1,800平方米或其部分配置一個車位。

(ii) (I) 遵照「批地文件」第(52)條批地特別條件(a)(i)(I)款提供的車位除供與該款所載的一座或多座建築物相關的貨車裝卸貨物外，不可作任何其他用途。

(II) 遵照「批地文件」第(52)條批地特別條件(a)(i)(II)款設置的車位除供與該款所載建築物相關的汽車裝卸貨物外，不可作任何其他用途。

(b)「幼稚園」應在「署長」批准的地點設置「署長」滿意的車位。除非「署長」另行同意其他比例，否則配置比例如下：

(i) 5個供校巴上落乘客的車位；

(ii) 1個供汽車(包括的士)上落乘客的車位。

第(55)條批地特別條件

(a)「住宅車位」及「住宅電單車車位」不可：

(i) 轉讓，除非：

(I) 連同賦予專有權使用和管有現已或將會建於「該地段」的一座或多座建築物一個或多個住宅單位的「不分割份數」一併轉讓；或

(II) 承讓人現時已擁有專有權使用和管有現已或將會建於「該地段」的一座或多座建築物一個或多個住宅單位的「不分割份數」；或

(ii) 分租(租予現已或將會建於「該地段」的一座或多座建築物內住宅單位之居民除外)。

於任何情況下，現已或將會建於「該地段」的一座或多座建築物內任何一個住宅單位的業主或居民概不可承讓或承租總數多於三(3)個「住宅車位」及「住宅電單車車位」。

第(56)條批地特別條件

遵照「批地文件」第(51)(a)(iii)、51(f)及(52)(a)(i)條批地特別條件設置於「該地段」的車位將劃作及構成「公用地方」一部分。

32.**削土**

第(59)條批地特別條件

(a) 如「該地段」或任何「政府」土地現時或以往曾經配合或因應「該地段」或其任何部分的平整、水準測量或發展事宜或此等「批地條件」等規定「承批人」執行的任何其他工程或其他任何目的進行任何削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐「該地段」內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內時刻自費保養上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其修繕妥當及狀況良好，令「署長」滿意。

(c) 無論何時，如因「承批人」進行任何平整、水準測量、發展或其他工程或因其他事故導致或引起「該地段」內的任何土地或任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時向「政府」、其代理及承辦商因此等滑土、山泥傾瀉或地陷所造成、蒙受或招致之所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責。

(d) 除享有本文訂明可就違反此等「批地條件」追討之任何其他權利或濟助外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造和保養上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不在通知訂明的期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行必要工程，「承批人」必須應要求向「政府」償還有關費用，以及任何行政或專業收費與費用。

33.**維修地錨**

第(61)條批地特別條件

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

34.**泥石或廢料**

第(62)(a)條批地特別條件

如源自「該地段」或受「該地段」任何發展項目影響的其他地方之廢土、泥石、廢料、建築廢物或建材(「**廢物**」)侵蝕、沖

流或棄置於公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業(「**政府產業**」)，「承批人」必須自費清理「廢物」和修復受損的「政府產業」，此外並須就「廢物」侵蝕、沖流或棄置而導致私人物業蒙受任何損害或滋擾所引致之所有訴訟、索償及索求向「政府」賠償。

35. **損毀服務設施**

第(63)條批地特別條件

「承批人」時刻均須謹慎地採取或達致採取所有完善及適當的工藝和預防措施，其中尤以任何建造、維修、更新或修理工程(「**工程**」)施工期間為要，藉以避免損壞、干擾或阻塞位於、貫穿、跨越或在其下或毗鄰「該地段」或其任何部分或「綠色範圍」、「黃色範圍」、「黃色間黑斜線範圍」或當中任何多處地方的任何「政府」或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置(「**服務設施**」)。「承批人」執行任何此等「工程」之前，必須進行或達致進行完善調查及查詢，以核實「服務設施」的現況和水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得展開任何工程。此外，「承批人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的任何規定，包括作出任何必要改道、重鋪或還原工程的費用。再者，「承批人」須自費以「署長」全面滿意的方式修理、修復及還原「工程」(明渠、污水管、雨水渠或總喉例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「承批人」須在「政府」通知時支付有關的費用)導致或引起「該地段」或「綠色範圍」、「黃色範圍」、「黃色間黑斜線範圍」或當中任何多處地方或任何「服務設施」蒙受的損壞、干擾或阻塞，以令「署長」滿意。如「承批人」不在「該地段」或其任何部分或「綠色範圍」、「黃色範圍」、「黃色間黑斜線範圍」或當中任何多處地方或任何「服務設施」執行此等必要的改道、重鋪、修理、修復和還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「承批人」須在「政府」通知時支付有關的費用。

36. **建造排水渠及渠道和接駁排水渠及污水管**

第(64)條批地特別條件

(a) 「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在「該地段」邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流和引流所有落下或流進「該地段」的暴雨水或雨水至最就近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及需索，「承批人」必須承擔全責並向「政府」及其人員賠償。

(b) 「署長」可執行接駁「該地段」任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管之工程，而毋須就由此引致的任何損失或損害向「承批人」負責。「承批人」應在接獲通知時向「政府」支付此等接駁工程的費用。然而，「承批人」亦可自費以「署長」滿意的方式執行「政府」土地範圍內的上述接駁工程部分，有關工程由「承批人」自費維修。如「政府」發出通知，「承批人」應將此等工程移交「政府」，日後由「政府」自費維修。「承批人」並須在「政府」通知時支付上述接駁工程的技術審核費用。如「承批人」不按規定維修於「政府」土地範圍內建造的上述接駁工程部分，「署長」可按其視為必要執行相關的維修工程，「承批人」須在「政府」通知時支付此等工程的費用。

37. **渠務專用範圍**

第(65)條批地特別條件

(a) (i) 如非事前獲「署長」書面批准，「圖則I」以粉紅色間黑斜線及粉紅色間黑斜線加黑交叉線顯示的「該地段」範圍(分別簡稱「**粉紅色間黑斜線範圍**」及「**粉紅色間黑斜線加黑交叉線範圍**」)上、下或跨越其上、其下及內均不可興建或建造任何建築物或構築物的建築、結構、地基或支承件。

(ii) 「粉紅色間黑斜線範圍」及「粉紅色間黑斜線加黑交叉線範圍」統稱為「**渠務專用範圍**」。

(b) 儘管有「批地文件」第(65)條批地特別條件(a)款之規定，「承批人」可在「渠務專用範圍」上或跨越其上興建或建造一座或多座建築物一樓或以上的樓層，惟地面對上的淨空高度必須不少於5.1米。

(d) 在整個批租年期內，「署長」、其授權人員、承辦商和彼等的工人隨時均有不受限制的權利，不論攜帶工具、設備、機器或駕車與否進出及再進出、往返和行經「該地段」，以按「署長」指定或授權鋪設、檢查、修理及維修橫跨、貫越「渠務預留範圍」或其下的任何排水渠、污水管、渠道、排水設施及所有其他服務設施(「**公用服務設施**」)。「渠務專用範圍」內概不可放置任何性質的物件或材料以致阻礙通行或招致超額的「公用服務設施」附加費。如「署長」認為(其意見將作終論並對「承批人」約束)「渠務專用範圍」內有任何物件或材料阻礙通行或招致超額的「公用服務設施」附加費，「署長」有權向「承批人」發出書面通知，要求「承批人」自費以「署長」全面滿意的方式拆卸或拆除此等物件或材料，並且恢復「渠務專用範圍」的原貌。倘「承批人」疏忽或未能在上述指定期限內或因緊急情況所需執行通知的指示，「署長」可執行其視為必要的拆除、拆卸及還原工程，「承批人」須在接獲通知時向「政府」支付相關工程費用的款項。

38. **現有總喉**

第(66)條批地特別條件

(a) 「政府」及水務監督和彼等的人員、水務監督指定的「政府」部門人員、承辦商、受許可人及工人，不論是水務監督或其他指定「政府」部門或其正式授權承辦商或受許可人所聘用，現獲保留權利，不論攜帶工具、設備、機器或駕車與否，時刻均可自由和不受限制地通行及再通行、進出、往返及行經「該地段」或其任何部分，以便檢查、運作、維修、修理和更新「圖則I」以連續藍線及連續紅線所示而貫通、經過「該地段」或位於其下的鹹水進水暗渠和任何或所有現存的「政府」總喉(「**現有總喉**」)。

(c) 除非事前獲水務監督書面同意，否則以下範圍內、上、下、其上或其下不得搭建或建造或設置任何建築物或構築物的建築、結構或支承件：

(i) 「圖則I」以粉紅色間黑交叉線的範圍及「粉紅色間黑斜線加黑交叉線範圍」，兩者均為鹹水進水暗渠所在位置；及

(ii) 「現有總喉」中線周圍3.0米範圍(以下統稱「**水務專用範圍**」)。「水務專用範圍」不得擺放或堆放任何物料，亦不可停泊汽車(可即時駛開者除外)。水務監督就何謂可即時駛開汽車所作的決定將作終論並對「承批人」約束。

(d) 除草皮外，「水務專用範圍」內任何閥蓋周圍1.5米或消防栓出水口周圍1米不可擺放任何物件、物料或構築物。

(e) 如非事前獲水務監督書面批准，「水務專用範圍」內不准植樹及進行地盤平整工程。

(f) 如「承批人」需要將鋪設於「水務專用範圍」的「政府」總喉改道，建議走線必須經水務監督批准。搬遷「政府」總喉的費用由「承批人」支付，而於本批地特別條件，鋪設的新總喉亦會納入「現有總喉」一部分。

39. **<u>管道鋪設工程</u>**

<u>第(67)條批地特別條件</u>

茲為向建於「該地段」的一座或多座建築物供水，「承批人」應負責設計和鋪設「該地段」內的總喉。總喉系統的設計、擬採用物料和管道鋪設工程的標準均須提交水務署署長審批，「承批人」並須負責維修「該地段」內的總喉。

40. **<u>土地沉降</u>**

<u>第(68)條批地特別條件</u>

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

(b) 「承批人」承諾於「該地段」展開任何發展或重建工程之前，自費進行「該地段」土地狀況的詳盡土力勘測，作為日後「該地段」可能因為土地沉降等情況（包括剩餘沉降）出現的水平變化作好準備。「承批人」設計所有基建工程、建築物、構築物、服務設施、公用服務接駁工程、內部道路、橋、行人天橋及行人路或任何其他工程時（「**該等工程**」），必須充分考慮勘測的結果，此外並要妥善履行此等「批地條件」訂明之所有積極責任，以確保「該地段」日後出現無法預見的沉降或土地水平變化時，不會對「該等工程」造成不良影響。

(c) 「承批人」現確認並承認，所有額外成本、費用、收費及開支，不論乃關乎土力勘測或日後「該地段」土地水平變化的防護或補救工程，一律由其獨力承擔，「政府」概毋須就此等成本、費用、收費及開支向「承批人」、其繼承人或受讓人承擔責任。

(d) 「承批人」現代表其本身、其繼承人和受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償，以及代表其本身、其繼承人和受讓人解除「政府」日後因「該地段」填海、任何土地沉降、剩餘沉降或「該地段」地面水平變化招致或引起的責任。再者，「承批人」現代表其本身、其繼承人和受讓人協議不會就填海工程或日後任何土地沉降、剩餘沉降或「該地段」地面水平變化向「政府」展開任何訴訟或提出任何索求或索償，不論因何事故引起，亦不論此等沉降或地面水平變化是否可合理預見亦然。日後任何轉讓契約均須訂明其中包括「批地文件」<u>第(68)條批地特別條件(d)款</u>的規定。

(e) 「政府」概無就「該地段」或其任何部分是否適合或適宜發展（不論依照此等「批地條件」等）向「承批人」作出任何明示或隱喻保證。倘因「該地段」的狀態及條件、日後發生土地或剩餘沉降或「該地段」土地水平變化，以致「該地段」不適宜作「承批人」收購「該地段」的原擬用途，或導致「承批人」無法實現原擬的發展規模或類別，或導致「承批人」發展「該地段」時可能招致未預計或未預算的所須額外成本與開支，「承批人」本身、其繼承人或受讓人現協議不會就由此蒙受的任何損失或損害向「政府」提出任何索償或索求。

41. **<u>不准建造墳墓或骨灰龕</u>**

<u>第(69)條批地特別條件</u>

「該地段」不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅等。

批地文件的摘要
Summary of land grant

1. The Phase is situated on Tsuen Wan Town Lot No.401 (**"the lot"**).

2. The lot is held from the Government under New Grant No.21486 dated 20th November 2012 **("the Land Grant")** for a term of 50 years from 20th November 2012 and expiring on 19th November 2062.

3. **User**

   Special Condition No. (16)

   (a) Subject to these Conditions and in particular subject to sub-clauses (b) and (c) of Special Condition No.(16) of the Land Grant, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

   (b) The Railway Station (as defined in Special Condition No. (25) (a) of the Land Grant) shall not be used for any purpose other than for the purpose of a railway station and such purposes ancillary to the use, operation and management of railway (excluding staff housing but including the provision of services or articles for the use or enjoyment of passengers of the West Rail) and such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium.

   (c) The Station Carpark (as defined in Special Condition No. (25) (b) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles by passengers of the West Rail and such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium.

   (d) Without prejudice to the generality of sub-clause (a) of Special Condition No. (16) and Special Condition No. (21) of the Land Grant, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans (as defined in Special Condition No. (14)(b)(i) of the Land Grant) and the approved landscape master plan referred to in Special Condition No. (18) of the Land Grant.

4. **Indemnity by Grantee**

   General Condition No. 4

   The Grantee (as defined in General Condition No.12(a) of the Land Gant) hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director (and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

5. **Maintenance**

   General Condition No. 6

   (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:

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

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

   (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

6. **Private streets, roads and lanes**

   General Condition No. 8

   Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

7. **Green Areas**

   Special Condition No. (6)(a)

   The Grantee shall:

   (i) on or before the 30th day of September 2014, or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

      (I) lay and form those portions of future public roads shown coloured green on the Plan I annexed to the Land Grant (**"the Green Areas"**) (the said Plan I hereinafter referred to as **"Plan I"**); and

      (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require in the Green Areas (**"the Structures"**)

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

(ii) on or before the 30th day of September 2014, or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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; and

(iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered in accordance with Special Condition No. (7) of the Land Grant.

Special Condition No.(7)

The Green Areas or part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof allow free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (6) of the Land Grant or otherwise.

Special Condition No. (8)

The Grantee shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (6) of the Land Grant.

10. **Yellow Area and Yellow Hatched Black Area**

Special Condition No. (10)(a)

Subject to the rights as referred to in Special Condition No. (43)(b) of the Land Grant, the Grantee shall:

(i) on or before the 30th day of June 2016, or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director of Leisure and Cultural Services shall require or approve and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director:

(I) lay, form, landscape, plant with trees and shrubs, surface and drain the area shown coloured yellow on Plan I (**"the Yellow Area"**); and

(II) provide and construct such culverts, viaducts, sewers, drains, facilities, pavements or such other structures as the Director of Leisure and Cultural Services in his sole discretion may require in the Yellow Area;

(ii) subject to Special Condition No. (11)(b) of the Land Grant, on or before the 30th day of June 2016, or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels and design as the Director of Leisure and Cultural Services shall require or approve and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director:

(I) lay, form, surface and drain the area shown coloured yellow hatched black on Plan I (**"the Yellow Hatched Black Area"**); and

(II) provide and construct such culverts, viaducts, sewers, drains, facilities, pavements or such other structures as the Director of Leisure and Cultural Services in his sole discretion may require in the Yellow Hatched Black Area; and

(iii) at his own expense uphold, manage, maintain, clean and repair the Yellow Area and the Yellow Hatched Black Area together with all structures and services provided and installed thereon or therein in good and substantial repair and condition in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director until such time as possession of the Yellow Area and the Yellow Hatched Black Area together with all such structures and services provided and installed thereon or therein has been re-delivered to the Government in accordance with Special Condition No. (11) of the Land Grant.

Special Condition No.(11)(d)

The Grantee shall at all times while he is in possession of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof provide a pedestrian access with a clear internal width of not less than 3 metres over and along the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof in all respects to the satisfaction of the Director and keep the same open for the use by the public 24 hours a day for all lawful purposes free of cost and payment of any nature whatsoever and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (10)(a) of the Land Grant or otherwise.

Special Condition No.(12)

Subject to the rights as referred to in Special Condition No. (43)(b) of the Land Grant, the Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for any purposes other than the carrying out of the works and for such purpose as specified in Special Condition No. (10) of the Land Grant or such other purposes as the Director may approve. Except the Station Facilities, no goods or vehicles or any temporary structure shall be stored or parked or erected within the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

11. **Building covenant**

Special Condition No.(15)

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

(b) The building or buildings and all parts of such building or buildings erected or to be erected within the lot (other than the Government Accommodation and the Railway Complex) shall be completed and made fit for occupation on or before the 31st day of December 2019.

12. **Preservation of trees**

Special Condition No. (17)

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

13. **Landscaping**

Special Condition No. (18)

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

(iii) Not less than 50% of the 30% referred to in sub-clause (b) (ii) of this Special Condition (**"the Greenery Area"**) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.

(d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

14. **Development conditions**

Special Condition No.(19)

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

(a) the Grantee shall only erect, construct, provide and maintain upon the lot the following accommodation and facilities:

(i) accommodation and facilities for private residential purposes with a total gross floor area of not more than 167,100 square metres;

(ii) the Government Accommodation;

(iii) accommodation and facilities for non-industrial (excluding private residential, godown, hotel and petrol filling station) purpose (**"the Other Accommodation"**) (including the Kindergarten with a total gross floor area of not more than 40,550 square metres; and

(iv) the Railway Complex;

(d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 124,590 square metres and shall not exceed 207,650 square metres;

(e) (i) the total number of residential units erected or to be erected on the lot shall not be less than 2,384; and

(ii) out of the total number of residential units provided under sub-clause (e)(i) of this Special Condition, not less than 1,235 residential units each shall be in the size of not exceeding 50 square metres in saleable area.

15. **Government Accommodation**

Special Condition No. (21)

(a) The Grantee acknowledges that there is an existing public transport interchange on the ground level of the lot comprising the following:

(i) a bus terminus with 14 double-length saw-tooth bus bays;

(ii) 14 stacking spaces; and

(iii) an area with a net operational floor area of not less than 38 square metres reserved for ancillary facilities for bus operator including but not limited to a regulators' office, tool room, staff canteen and toilets and a closed-circuit television room of minimum dimensions of 3.0 metres in length, 3.0 metres in width and 2.5 metres in height with ducts and connection

(the said public transport interchange (including lighting fixtures, ventilation plant, fire service systems, 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 or 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 referred to as **"the Government Accommodation"**).

(b) (i) Upon possession of the lot being taken by the Grantee in accordance with Special Condition No. (4)(a) of the Land Grant, possession of the Government Accommodation shall be deemed to be delivered by the Grantee to the Government for its exclusive use, occupation and operation but without prejudice to any agreement between the Government and the Grantee on the maintenance of the Government Accommodation.

(ii) The Grantee shall not interfere with the operation of the Government Accommodation. No building works that may affect the operation of the Government Accommodation shall be carried out except with the prior written approval of the Commissioner for Transport.

16. **Maintenance of external finishes and structure of walls, etc**

Special Condition No.(24)

(a) The Grantee shall throughout the term of the Land Grant at his own expense and in all respects to the satisfaction of the Director maintain the following items (**"the Items"**):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.

17. **Operation and maintenance of the Railway Complex**

Special Condition No.(25)

(a) The Grantee shall at his own expense provide and thereafter operate and maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within the lot a railway station together with such ancillary railway structures and facilities (including the Pumping Station) as may be required by the Director (collectively referred to as **"the Railway Station"**) for the operation of the West Rail.

(b) In addition to the requirements referred to in Special Condition Nos. (51) and (52) of the Land Grant, the Grantee shall within 84 calendar months from the date of the Land Grant or such other extended period as may be approved in writing by the Director provide within the lot to the satisfaction of the Director 120 spaces for the parking of motor vehicles and 32 spaces for the parking of motor cycles or such other number of parking spaces as may be approved by the Director who in giving approval may include such terms and conditions as he sees fit (**"the Station Carpark"**) which parking spaces shall be used for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, by passengers of the West Rail and the Station Carpark shall be operated to the satisfaction of the Commissioner for Transport.

(c) The Railway Station and the Station Carpark are collectively referred to as **"the Railway Complex"** and the Railway Complex shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (19)(d) of the Land Grant.

(d) For the purpose of this Special Condition, the expression "Grantee" shall exclude the Grantee's assigns.

18. **Access to the Railway Complex**

Special Condition No.(29)

(a) Without prejudice to the Government's right stipulated in Special Condition No.(31) of the Land Grant, in the event any person exercises any of the rights conferred upon him by these Conditions on the Railway Complex, the Grantee shall undertake all necessary facilitation works to facilitate or enable such person to exercise such rights and such person shall

(i) not, without the consent of the Grantee (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation or safety of the West Rail and in the event of any injurious affection make reasonable compensation therefor;

(ii) do as little damage as possible and make reasonable compensation for all damage done; and

(iii) reimburse the Grantee for any expenses incurred by the Grantee in undertaking works to facilitate or enable such person to exercise such rights.

(b) The Grantee shall undertake all necessary facilitation works in conjunction with the works of the person referred to in sub-clause (a) of this Special Condition and such person shall

(i) not, without the consent of the Grantee (which consent shall not be unreasonably withheld), require the Grantee to do anything which might adversely affect the operation or safety of the West Rail and in the event of any injurious affection as a consequence of such person's requirement, such person shall make reasonable compensation therefor;

(ii) ensure that any facilitation works required by such person will do as little damage as possible and make reasonable compensation for all damage done; and

(iii) reimburse the Grantee for any expenses incurred by the Grantee in undertaking works to facilitate or enable such person to exercise his rights.

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude the Grantee's assigns.

19. **Protection of Railway Structures and Installations**

Special Condition No.(30)

(a) No building works, foundation works or any other works within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the West Rail, the Railway Complex or any structures or installations in relation to the West Rail (**"the Railway Structures and Installations**") in the lot or in the vicinity of the lot. The Grantee shall at his own expense take such measures and precautions as may be required by the Director to ensure the safety of the operation of the Railway Structures and Installations.

(b) Throughout the term of the tenancy, the Grantee shall observe and comply with to the satisfaction of the Director of Buildings all requirements imposed by the Director of Buildings from time to time for the protection of the Railway Structures and Installations.

20. **Inspection of Railway Structures and Installations by the Government**

Special Condition No.(31)(a)

The Grantee shall throughout the tenancy permit the Government, its officers, servants and agents and any other persons authorized by it or them the right of free ingress, egress and regress to, from and through the lot and any building or structure erected or to be erected thereon at all reasonable times (upon giving not less than 14 days' prior notice except in the case of emergency) with or without tools, vehicles or equipment for the purposes of inspection of the Railway Structures and Installations or any viaducts or any part thereof.

21. **Access to the Railway Complex by public**

Special Condition No. (32)

The Grantee shall throughout the tenancy permit members of the public on foot or by wheelchairs or with all types of vehicles (if appropriate) (during the operational hours of the West Rail) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Railway Complex.

22. **Kindergarten**

Special Condition No.(33)

(a) The Grantee shall within 84 calendar months from the date of the Land Grant or such other extended period as may be approved in writing by the Director (who in giving approval may impose such terms and conditions as he sees fit) at the Grantee's own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot accommodation for a kindergarten comprising facilities as may be required by the Secretary for Education and having a total gross floor area of not less than 550 square metres or other area as may be approved by the Secretary for Education (**"the Kindergarten"**).

(b) The location, design and standard of the Kindergarten shall be subject to the prior written approval of the Secretary for Education.

(c) The Kindergarten shall be operated and maintained in all respects to the satisfaction of the Secretary for Education.

23. **Recreational facilities**

Special Condition No.(35)

(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (**"the Facilities"**) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of Special Condition No. (35) of the Land Grant (**"the Exempted Facilities"**):

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(48)(a)(v) of the Land Grant;

(ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

24. **Pedestrian Link**

Special Condition No.(39)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, passenger lifts, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of Special Condition No. (39) of the Land Grant at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director. The said segregated pedestrian ways or paths together with such stairs, ramps, passenger lifts, lightings and escalators are collectively referred to as **"the Pedestrian Link"**.

(b) The Pedestrian Link shall follow the shortest possible routes and shall be covered and constructed and designed so as to:

(i) link up each and every building to be erected on the lot at such locations and levels of the building as may be required or approved by the Director; and

(ii) link up all major facilities within the lot including residential blocks, the Railway Complex, the Government Accommodation, the Other Accommodation including the Kindergarten, the Pedestrian Walkway and the Proposed Footbridge.

(c) The Grantee shall throughout the tenancy manage and maintain at his own expense the Pedestrian Link in good and substantial repair and condition to the satisfaction of the Director.

(d) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I..

25. **Provision of Pedestrian Walkway**

Special Condition No.(40)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide, manage and maintain within the lot and any building or buildings erected or to be erected thereon a pedestrian walkway which shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director so as to link up at such locations and levels as the Director shall approve the Railway Complex, the Government Accommodation, the Proposed Footbridge, the ground level of the lot and the pavements at street level adjacent to the lot (**"the Pedestrian Walkway"**). The Pedestrian Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall have a clear internal width of 6 metres. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee.

(b) The Grantee shall throughout the tenancy keep the Pedestrian Walkway open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purpose free of charge and without interruption.

26. **Footbridge Supports and Connections**

Special Condition No.(41)

(a) The Grantee shall on or before the 30th day of April 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 erect, provide and construct within or outside any building or buildings erected or to be erected on the lot structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director (which structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways and any replacement or substitution thereof are collectively referred to as **"the Footbridge Supports and Connections"**) for linking up the lot with the proposed footbridge which shall have a minimum clear internal width of 6 metres and may be located at the approximate position as shown and marked "FB 1" on Plan I or at such other position as the Director in his sole discretion shall require or approve (**"the Proposed Footbridge"**).

(b) The Footbridge Supports and Connections shall be constructed at such levels and locations, in such width, with such materials and to such standards, alignment, disposition and designs as may be required or approved by the Director and shall be designed as capable of accepting the loadings of the Proposed Footbridge.

(c) The Grantee shall throughout the tenancy at his own expense and in all respects to the satisfaction of the Director manage and maintain the Footbridge Supports and Connections in good and substantial repair and condition.

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (48)(a)(i) of the Land Grant for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridge or any replacement thereof referred to in

sub-clause (k) of Special Condition No.(41) of the Land Grant to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) The Grantee acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under Special Condition No. (41) of the Land Grant that the Proposed Footbridge will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee or to any person for any claim, loss or damage howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridge will not be constructed in the future.

(h) The Grantee shall throughout the tenancy at all times and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in sub-clause (k) of Special Condition No.(42) of the Land Grant.

(p) For the purpose of Special Condition No.(41) of the Land Grant only, the expression "Grantee" shall exclude F.S.I.

27. **Non-building Area**

Special Condition No.(42)

(a) (i) Except the Footbridge Supports and Connections and such other structures or fencing as may be approved by the Director of Highways, no building or structure or support for any building or structure may be erected or constructed on or within the areas shown coloured pink rippled black and pink hatched black rippled black on Plan I (**"the Pink Rippled Black Area"** and **"the Pink Hatched Black Rippled Black Area"** respectively) at the finished street level thereof or within the air space extending upwards from the finished street level thereof to a height of 23 metres above the Hong Kong Principal Datum.

(ii) Except such structures or fencing as may be approved by the Director of Highways, no building or structure or support for any building or structure may be erected or constructed on or within the areas shown coloured pink stippled black and pink hatched black stippled black on Plan I (**"the Pink Stippled Black Area"** and **"the Pink Hatched Black Stippled Black Area"** respectively) at the finished street level thereof or within the air space extending upwards from the finished street level thereof to a height of 31.5 metres above the Hong Kong Principal Datum.

(iii) The Pink Rippled Black Area, the Pink Hatched Black Rippled Black Area, the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area are collectively referred to as **"the Non-building Area"**.

(b) Throughout the term of the tenancy, the Director and his officers, contractors and agents, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the rights of unrestricted ingress, egress and regress at all times to, from and through the lot and the Non-building Area for the purposes of inspecting, maintaining and repairing the proposed Tsuen Wan Road and Tsuen Wan Bypass Project (**"the Tsuen Wan Road and its future extension"**). The Director, his officers, contractors and agents, his or their 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 the Director, his officers, contractors and agents, his or their workmen of the rights conferred under sub-clause (b) of Special Condition No.(42) of the Land Grant, and no claim shall be made against the Director and his officers, contractors and agents, his or their workmen by the Grantee in respect of any such loss, damage, nuisance or disturbance.

28. **Non-building area (Pumping Station)**

Special Condition (43)

(a) (i) Except the existing platform and the Tsuen Wan West Station Cooling Water Pumping Station underneath (collectively referred to as **"the Pumping Station"**) and such other structures or fencing as may be approved by the Director, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the area shown coloured pink hatched red on Plan I. The Pumping Station shall form part of the Railway Station.

(ii) The Grantee shall at his own expense and in all respects to the satisfaction of the Director maintain the Pumping Station in accordance with these Conditions and the Approved Building Plans (if appropriate).

(b) (i) Throughout the term of the Land Grant, the Grantee shall have the right to take sea water in such quantity as the Grantee shall require for supplying cooling water for air-conditioning system purposes for the Railway Station and the West Rail and to discharge the said sea water used for supplying cooling water for air-conditioning system purposes from the respective intake and discharge points marked on Plan I and to convey the same across and through the Yellow Area and the Yellow Hatched Black Area through the pipes and facilities hereinafter mentioned and for such purposes but for no other purpose whatsoever, full right to lay, erect, construct, keep, manage, maintain, renew, repair and replace in, across, through, under, below or within the Yellow Area, the Yellow Hatched Black Area and the sea adjacent thereto water mains, rising mains, lines of cooling water pipes, drainage pipes and other facilities in such manner, with such materials and to such standards, levels, alignment and design as may be approved or required by the Director in the respective courses and positions shown and coloured purple on Plan I.

29. **Protection of the Tsuen Wan Road and its future extension**

Special Condition (44)

The Grantee shall ensure that adequate measures shall be taken at his own expense and in all respects to the satisfaction of the Director to protect that- part of the Tsuen Wan Road and its future extension passing over the Proposed Footbridge and in this regard, Highways Department Standard Drawing Nos. H2128 and H2129 and any amendments or substitutions thereof from time to time in relation to the use of untensioned corrugated beam barriers for the protection of columns shall be followed except with the prior written approval of the Director of Highways. The form of protective measures to be used for the Tsuen Wan Road and its future extension shall be subject to the prior written approval of the Director of Highways. In particular, the Grantee shall comply with the following requirements:

(a) Except with the prior written approval of the Director of Highways, a 2-metre clearance from soffit and around columns and abutments shall be made available for inspection and maintenance works at all times. This may, with the approval of the Director of Highways, be marginally-reduced at isolated critical locations.

(b) Upon reasonable notice being given, the Grantee shall allow the Director of Highways or his officers, contractors, agents, workmen or other duly authorized personnel with or without tools, equipment, machinery or maintenance vehicles a free and unrestricted access to the lot at all times for the inspection, maintenance and repair of the highway structures.

(c) No building works or any other works within the lot shall interfere with or damage the foundations of the Tsuen Wan Road and its future extension.

(d) Except with the prior written approval of the Director of Highways, no lighting, poster, commercial display, plant, equipment, attachment or fixture shall be fixed to the Tsuen Wan Road and its future extension, its supports, columns, connections, abutments, supporting structures or any other ancillary facilities and utilities.

(e) Any building or structure including those of a temporary nature within the Non-building Area shall be built with fire resistant materials so as to prevent any fire hazard and damage to the Tsuen Wan Road and its future extension. The Grantee shall ensure that the risk of fire damage is kept to a minimum and in the event of a fire breaking out, it must not have a damaging effect on the Tsuen Wan Road and its future extension.

(f) The Grantee shall not carry out or permit to be carried out any activities or works within the Non-building Area except with the prior written approval of the Director of Highways so as to ensure that the said activities or works will not in the opinion of the Director of Highways adversely affect the structural integrity of the Tsuen Wan Road and its future extension. The Grantee shall pay to the Government on demand a sum equals to the cost of making good any damage to the Tsuen Wan Road and its extension caused by the Grantee, his contractors, sub-contractors, servants, agents, workmen or vehicles (such sum to be determined by the Director of Highways whose determination shall be final and binding on the Grantee).

(g) No drainage from any building or structure within the lot shall be discharged into the drainage system of the Tsuen Wan Road and its future extension.

(h) In the event that the Non-building Area is used for the parking of motor vehicles other than private cars, the Grantee shall take such additional protective measures as may be required by the Director of Highways. For the purpose of sub-clause (h) of Special Condition No.(44) of the Land Grant, "motor vehicles" and "private cars" shall be as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.

(i) The Grantee acknowledges and accept that there is no guarantee that the expansion joints of the Tsuen Wan Road and its future extension are waterproof and furthermore that there is a risk of objects accidentally falling from the Tsuen Wan Road and its future extension. In this connection, should the Grantee wish to take protective measures within the Non-building Area against such occurrences, the prior approval of the Director of Highways to the protection will be required.

30. **No exempt building**

Special Condition No.(45)

No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

31. **Parking, loading and reloading requirements**

Special Condition No.(51)

(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (**"the Residential Parking Spaces"**) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table in Special Condition No. (51)(a)(i) of the Land Grant (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the said table) Provided that a minimum of 238 Residential Parking Spaces shall be provided if the calculation at the rate referred to in the said table shall produce a fewer number of such spaces.

(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 2.5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of Special Condition No. (51) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the rate of one space for every 300 square metres or part thereof of the gross floor area of the Other Accommodation (excluding the Kindergarten) unless the Director consents to other rate.

(iii) The spaces provided under sub-clause (b)(i) of Special Condition No.(51) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for such purposes stipulated in the said sub-clause (b)(i) and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) One space shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles unless the Director consents to other number of space.

(ii) The space provided under sub-clause (c)(i) of Special Condition No.(51) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the owners and occupiers of the Kindergarten and their bona fide guests, visitors or invitees and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Out of the spaces provided under sub-clauses (a)(i), (a)(iii), (b)(i) and (c)(i) of Special Condition No.(51) of the Land Grant, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rates specified in sub-clauses (d)(i)(I), (d)(i)(II) and (d)(i)(III) of Special Condition No.(51) of the Land Grant or at such other rates as may be approved by the Director.

(ii) The spaces to be provided under sub-clause (d)(i) of Special Condition No.(51) of the Land Grant shall be located at such position and level as shall be approved in writing by the Director.

(iii) The spaces provided under sub-clause (d)(i) of Special Condition No.(51) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(e) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate;

(I) 10% of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of Special Condition No.(51) of the Land Grant and the spaces required to be provided under sub-clause (a)(iii) of Special Condition No.(51) of the Land Grant (**"the Residential Motor Cycle Parking Spaces"**);and

(II) 10% of the total number of spaces required to be provided under sub-clause (b)(i) of Special Condition No.(51) of the Land Grant;

provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(iii) The spaces provided under sub-clause (e)(i)(II) of Special Condition No.(51) of the Land Grant shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of Special Condition No.(51) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(f) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 units or part thereof for those residential units, size of each residential unit is less than 70 square metres or at such other rates as may be approved by the Director.

Special Condition No.(52)

(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates unless the Director consents to other rates:

(I) one space for every block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit;

(II) one space for every 1,800 square metres or part thereof of gross floor area in the building or buildings erected or to be erected on the lot to be used for Other Accommodation (excluding the Kindergarten and any floor area to be used for such loading and unloading purposes and for parking purposes).

(ii) (I) The spaces provided under sub-clause (a)(i)(I) of Special Condition No.(52) of the Land Grant shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

(II) The spaces provided under sub-clause (a)(i)(II) of Special Condition No.(52) of the Land Grant shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

(b) Spaces shall be provided for the Kindergarten to the satisfaction of the Director at such locations approved by the Director at the following rates unless the Director consents to other rates:

(i) 5 spaces for the picking up and setting down of passengers from school buses,

(ii) 1 space for the picking up and setting down of passengers from motor vehicles (including taxis).

Special Condition No.(55)

(a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

(i) assigned except:

(I) together with Undivided Shares giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(II) to a person who is already the owner of Undivided Shares with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

Special Condition No.(56)

The spaces provided within the lot in accordance with Special Condition Nos.(51)(a)(iii), (51)(f) and (52)(a)(i) of the Land Grant shall be designated as and form part of the Common Areas.

32. **Cutting away**

Special Condition No.(59)

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term of the tenancy maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

33 . **Anchor maintenance**

Special Condition No.(61)

Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

34. **Spoil or debris**

Special Condition No.(62)(a)

In the event of earth, spoil, debris, construction waste or building materials (**"the waste"**) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or onto or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (**"the Government properties"**), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government from and against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

35. **Damage to Services**

Special Condition No.(63)

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (**"the Works"**), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas or the Yellow Area or the Yellow Hatched Black Area or any combination of any of them (**"the Services"**). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Areas or the Yellow Area or the Yellow Hatched Black Area or any combination of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas or the Yellow Area or the Yellow Hatched Black Area or any combination of any of them or any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

36. **Construction of drains and channels and connecting drains and sewers**

Special Condition No.(64)

(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers

from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

37. **Drainage Reserve**

Special Condition No.(65)

(a) (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the areas of the lot shown coloured pink hatched black and pink hatched black cross-hatched black on Plan I (**"the Pink Hatched Black Area"** and **"the Pink Hatched Black Cross-Hatched Black Area"** respectively).

(ii) The Pink Hatched Black Area and the Pink Hatched Black Cross-Hatched Black Area are collectively referred to as **"the Drainage Reserve"**.

(b) Notwithstanding the provisions contained in sub-clause (a) of Special Condition No.(65) of the Land Grant, building or buildings at first floor level and above may be erected or constructed over or above the Drainage Reserve provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres.

(d) Throughout the term of the tenancy, the Director and his duly authorized officers, contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining any drains, sewers, channels, drainage facilities and all other services running across, through, or under the Drainage Reserve (**"the Utilities"**) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

38. **Existing Water Mains**

Special Condition No.(66)

(a) There is reserved unto the Government and the Water Authority, its or their officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress and at all times to, from and through the lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the salt water inlet culvert, and any or all of the existing Government water mains running across, through or under the lot as marked by a continuous blue line and a continuous red line on Plan I (**"the Existing Water Mains"**).

(c) Except with the prior written consent of the Water Authority, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within

(i) the area as shown coloured pink cross-hatched black on Plan I and the Pink Hatched Black Cross-Hatched Black Area both for the salt water inlet culvert; and

(ii) the areas measuring 3.0 metres from the centre lines of the Existing Water Mains (collectively **"the Waterworks Reserve Areas"**). No materials shall be placed or stacked nor vehicles (except those that can be readily driven away) parked on or within the Waterworks Reserve Areas. The decision of the Water Authority as to whether the vehicles can be readily driven away shall be final and binding on the Grantee.

(d) No object, material or structure of whatsoever nature except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet within the Waterworks Reserve Areas.

(e) Except with the prior written approval of the Water Authority, tree planting and site formation shall be prohibited within the Waterworks Reserve Areas.

(f) If diversion of the Government water mains laid within the Waterworks Reserve Areas is required by the Grantee, the proposed routing has to be approved by the Water Authority and the cost of relocating the Government water mains shall be borne by the Grantee and such new water mains so laid shall also form part of the Existing Water Mains for the purpose of this Special Condition.

39. **Mainlaying works**

Special Condition No.(67)

For the purpose of supplying water to the building or buildings within the lot, the Grantee shall be responsible for the design and laying of watermains within the lot. The design of the system, the materials to be used and the standard of mainlaying shall be subject to the approval of the Director of Water Supplies. The Grantee shall also be responsible for the maintenance of such watermains within the lot.

40. **Ground Settlement**

Special Condition No.(68)

(a) The Grantee hereby acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result

of consolidation of underlying and filling materials or otherwise.

(b) The Grantee undertakes that prior to any development or redevelopment of the lot he will at his own expense undertake a detailed geotechnical study of the ground conditions of the lot to provide for any future changes in the levels of the lot which may occur, whether as a result of ground settlement including residual settlement. The Grantee shall take due account of the findings of the study in the design of all infrastructure works, buildings, structures, services, utility connections, internal roads, bridges, footbridges and pavements or any other works (**"the said works"**) and shall carry out all the positive obligations under these Conditions in such a way as to ensure that the said works are not adversely affected by any settlement or change in the levels of the lot which may occur in the future which would have been reasonably foreseeable.

(c) The Grantee hereby acknowledges and accepts that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies or works to protect against or remedy future changes to the levels of the lot will be his sole responsibility and that the Government shall be under no liability to the Grantee, his successors or assigns in respect of such costs, fees, charges and expenses.

(d) The Grantee for and on behalf of himself, his successors and assigns hereby expressly waives any and all claims he might have against the Government as a result of or arising out of the reclamation works, and on his behalf and on behalf of his successors and assigns hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or change in levels of the lot, and hereby on his behalf and on behalf of his successors and assigns, covenants that he will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or change in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in levels was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of Special Condition No.(68) of the Land Grant.

(e) The Government has given no warranty, express or implied, to the Grantee as to the suitability or fitness of the lot or any part thereof for development, whether in accordance with these Conditions or otherwise. The Grantee, for himself, his successors or assigns, covenants not to make any claim or demand against the Government for any loss or damage whatsoever, howsoever arising, that he may suffer as a result of or arising from the state and condition of the lot, any future ground or residual settlement of the lot, or any change in the levels of the lot which may make the lot unfit either for the original purpose for which he acquired the lot or which may render it impossible for the Grantee to achieve the scale or type of development originally intended by the Grantee, or which may involve the Grantee in any untoward or unanticipated additional costs and expenses which may be necessary for the development of the lot.

41. **No grave or columbarium permitted**

Special Condition No.(69)

No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

A.「批地文件」規定興建並提供予「政府」或供公眾使用的任何設施的描述

1.「綠色範圍」

根據「批地文件」第(6)(a)(i)條批地特別條件(「SC」)之規定，「承批人」應在2014年9月30日或之前以地政總署署長批准的方式及物料，按地政總署署長批准的標準、樓層、定線和設計，鋪設及平整「綠色範圍」和提供及建造「構築物」。

根據「批地文件」SC第(6)(a)(ii)條之規定，「承批人」應在2014年9月30日或之前按地政總署署長要求在「綠色範圍」鋪設路面、建造路緣及渠道，並且為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬和道路標記。

(I) 「批地文件」之條文規定

SC第(6)(a)(i)、(ii)及(iii)條：
(6) (a)「承批人」應：
(i) 在2014年9月30日或之前又或「署長」批准的其他日期，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：
(I) 在「批地文件」所夾附「圖則I」以綠色顯示的擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程；及
(II)提供和建造地政總署署長(以下簡稱「署長」)全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)；
以便在「綠色範圍」建造建築物和供汽車及行人往來。
(ii) 在2014年9月30日或之前又或「署長」批准的其他日期，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬和道路標記。
(iii) 自費維修「綠色範圍」及「構築物」和在該處建造、安裝及提供所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照本文第(7)條批地特別條件交回「政府」為止。

SC第(7)條：
(7) 茲為執行「批地文件」SC第(6)條訂明的必要工程，「承批人」將在「批地文件」生效日獲授予「綠色範圍」的佔管權。「承批人」應在「署長」要求時將「綠色範圍」交還「政府」，而於任何情況下「綠色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式履行「批地文件」一般條件及SC(「此等批地條件」)當日已交還「政府」。「承批人」管有「綠色範圍」期間，應允許所有「政府」和公眾汽車及行人於任何合理時間進出及通行「綠色範圍」，並確保不會因為執行「批地文件」SC第(6)條等規定之工程而干預或阻礙此等通行權。

SC第(8)條：
(8) 如非事前獲「署長」書面同意，「承批人」不得使用「綠色範圍」儲物或搭建任何臨時構築物又或並非執行本文第(6)條批地特別條件所訂工程的任何其他用途。

SC第(9)條：
(9) (a)「承批人」管有「綠色範圍」或其任何一個或多個部分期間，應在任何合理時間：
(i) 允許「署長」、其人員、承辦商及其授權的任何其他人等有權進出、往返和通行該地段及「綠色範圍」或該處任何一個或多個部分，以檢查、檢驗和監督任何依照本文第(6)(a)條批地特別條件執行的工程，以及執行、檢查、檢驗和監督本文第(6)(b)條批地特別條件訂明的工程和「署長」視為有必要在「綠色範圍」或其任何一個或多個部分進行的任何其他工程；
(ii) 允許「政府」及「政府」授權的相關公用事業公司有權按需要進出、往返和通行該地段及「綠色範圍」或該處任何一個或多個部分，以在「綠色範圍」或其任何一個或多個部分或任何毗連土地內、上或下執行任何工程，其中包括但不限於按需要鋪設和其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「承批人」應與「政府」及「政府」正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述「綠色範圍」或其任何一個或多個部分的工程事項；及
(iii) 允許水務監督屬下人員及其授權的其他人等有權按需要進出、往返和通行該地段及「綠色範圍」或其任何一個或多個部分，以執行任何關於運作、維修、修理、更換和更改「綠色範圍」或其任何一個或多個部分內任何其他水務裝置的工程。

(II) 公契之條文規定

第B節釋義：
「綠色範圍」指「政府批地書」所夾附「圖則I」以綠色顯示並於「政府批地書」第(6)(a)(i)(I)條批地特別條件載明的擬建公共道路範圍。

「其他構築物及設施」指遵照「政府批地書」第(6)(a)(iii)條批地特別條件以「署長」滿意的方式在「綠色範圍」上或內建造、安裝和提供所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器。

「構築物」指「政府批地書」第(6)(a)(i)(II)條批地特別條件界定釋義的「構築物」。

第E節第17(a)、(b)及(c)條：
17 (a) 各「業主」(不包括作為「政府樓宇」「業主」之「財政司司長法團」)須依照「政府批地書」第(6)(a)(iii)條批地特別條件規定，自費以「署長」滿意的方式維修「綠色範圍」連同「構築物」和「其他構築物及設施」，直至「綠色範圍」的管有權根據「政府批地書」第(7)條批地特別條件交還「政府」為止。

(b)「業主」在管有「綠色範圍」或其任何一個或多個部分期間，必須允許所有「政府」及公眾汽車和行人於所有合理時間自由通行、往返及行經「綠色範圍」或其任何一個或多個部分，並確保不會因為執行「政府批地書」第(6)條批地特別條件或其他規定的工程而干預或阻礙此等通行權。

(c)「業主」在管有「綠色範圍」或其任何一個或多個部分期間，必須允許「署長」、其人員、承辦商及其授權之任何其他人等、「政府」及「政府」授權的相關公用事業公司、水務監督屬下人員和其授權的任何其他人等於所有合理時間，進出、往返及通行「該土地」及「綠色範圍」，以執行、檢查和監督「政府批地書」第(9)(a)條批地特別條件訂明的工程。

第I節第1(b)(xvi)條：
1 (b) 在不影響前文之一般規定的原則下，「管理人」具有以下權力和職責：
(xvi) 允許「署長」、其人員、承辦商及任何其他獲其授權人等、「政府」及「政府」授權的相關公用事業公

司、水務監督屬下人員及其授權的任何其他人等進入「該土地」及「綠色範圍」並且給予通行權，以便彼等按需要進出、往返和通行「該土地」及「綠色範圍」執行、檢查和監督「政府批地書」第(9)(a)條批地特別條件訂明的工程。

第J節第5(b)(III)條：
儘管「本公契」另有任何相反規定，「鐵路綜合大樓」「業主」須按下列方式分擔及攤付「屋苑管理預算案」乃因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致(但僅以此為限)的費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支：

(i) 「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)應分別按照「鐵路綜合大樓」及「屋苑」的樓面總面積(「政府樓宇」的樓面總面積除外)佔「發展項目」樓面總面積(「政府樓宇」的樓面總面積除外)的比例，攤付因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致之「屋苑管理預算案」費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支。由此，「鐵路綜合大樓」「業主」須負責「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的該等費用、開支及支出，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支的百分之十八點七九七(18.797%)。而「屋苑」「業主」(「政府樓宇」「業主」除外)須負責該等費用、開支及支出其餘的百分之八十一點二零三(81.203%)。

(ii) 遵從本節第5條(b)(III)(i)款之規定，為釐定「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)分別應攤付的「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)維修和管理費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，「管理人」應在「屋苑管理預算案」項下擬備副預算案，列明來年維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的估計年度費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，副預算案副本應送呈「鐵路綜合大樓」「業主」以供參考。

(iii) 如本節第5條(b)(III)(i)款訂明應付的任何款項於到期日後逾三十(30)天尚未繳付，「管理人」有權在毋損本文賦予的任何其他權利或補價權下採取下列行動：

(a) 收取欠款利息(由欠款到期日而並非其後三十(30)日開始應計)，年息率為香港上海滙豐銀行有限公司不時宣佈的優惠貸款利率加百分之二(2%)；

(b) 收取不超過欠款百分之十(10%)的收賬費用，以彌補因違約欠款引起額外工作所招致之費用(除了「管理人」行使「本公契」第I節第1(b)(xxxv)條所訂相關權力展開訴訟的法律費用)；及

(c) 向「鐵路綜合大樓」「業主」要求和收取(視乎情況而定)「管理人」因追討本節第5條(b)(III)(i)款訂明「鐵路綜合大樓」「業主」應付的款項(視乎情況而定)連同本條(a)及(b)款所載之相關利息及收賬費用所招致之所有費用與開支(包括以當事人為基礎委託律師的任何法律費用)。

2.「黃色範圍」及「黃色間黑斜線範圍」

根據「批地文件」SC第(10)(a)(i)條之規定，「承批人」應在2016年6月30日或之前以康樂及文化事務署署長和「署長」批准的方式和物料，按康樂及文化事務署署長和「署長」批准的標準、樓層、定線及設計，在「黃色範圍」進行拓建、平整、園景美化、種植樹木及灌叢、鋪築路面和鋪設排水渠及提供和建造構築物。

根據「批地文件」SC第(10)(a)(ii)條之規定，「承批人」應在2016年6月30日或之前以康樂及文化事務署署長和「署長」批准的方式和物料，按康樂及文化事務署署長和「署長」批准的標準、樓層和設計，在「黃色間黑斜線範圍」進行拓建、平整、鋪築路面和鋪設排水渠及提供和建造構築物。

根據「批地文件」SC第(10)(a)(iii)條之規定，「承批人」應自費管理和維修「黃色範圍」及「黃色間黑斜線範圍」，連同在該處提供和安裝所有構築物及服務設施，以令康樂及文化事務署署長和「署長」滿意，直至「黃色範圍」及「黃色間黑斜線範圍」的管有權已遵照「批地文件」SC第(11)條交還「政府」為止。

(I) 「批地文件」之條文規定

SC第(10)(a)(i)、(ii)及(iii)條：
(10)(a) 遵從「批地文件」SC(43)(b)條所載的權利，「承批人」應：
(i) 在2016年6月30日或之前又或「署長」批准的其他日期，自費以康樂及文化事務署署長指定或批准的方式和物料，按其指定或批准的標準、樓層、定線和設計進行下列工程，以全面令康樂及文化事務署署長和「署長」滿意：
(I) 在「批地文件」所夾附「圖則I」以黃色顯示的範圍(以下統稱「黃色範圍」)進行拓建、平整、園景美化、種植樹木及灌叢、鋪築路面和鋪設排水渠工程；及
(II) 在「黃色範圍」提供和建造下水道、高架道路、污水管、排水渠、設施、行人路或康樂及文化事務署署長全權酌情指定的其他構築物；
(ii) 遵從「批地文件」SC第(11)(b)條之規定，於2016年6月30日或之前又或「署長」批准的其他日期，自費以康樂及文化事務署署長指定或批准的方式和物料，按其指定或批准的標準、樓層和設計進行下列工程，以全面令康樂及文化事務署署長和「署長」滿意：
(I) 在「批地文件」所夾附「圖則I」以黃色間黑斜線顯示的範圍(以下統稱「黃色間黑斜線範圍」)進行拓建、平整、鋪築路面和鋪設排水渠工程；及
(II) 在「黃色間黑斜線範圍」提供和建造下水道、高架道路、污水管、排水渠、設施、行人路或康樂及文化事務署署長全權酌情指定的其他構築物；

(iii) 自費保養、管理、維修、清潔和修理「黃色範圍」及「黃色間黑斜線範圍」，並在該處提供和安裝所有構築物及服務設施，以保持其修繕妥當及狀況良好，全面令康樂及文化事務署署長和「署長」滿意，直至「黃色範圍」及「黃色間黑斜線範圍」的管有權連同在該處安裝和提供之所有此等構築物及服務設施遵照本文第(11)條批地特別條件交還「政府」為止。

SC第(11)(a)至(d)條：

11 (a) 茲為執行本文第(10)(a)條批地特別條件訂明的必要工程，並且遵從本文第(43)(b)條批地特別條件載明之權利，「承批人」將在「署長」向其發出一份或多份函件說明的一個或多個日期（有關日期必須為2013年6月30日之前）獲授予「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分之管有權。

(b) (i) 儘管有本批地特別條件(c)款之規定，並且遵從本文第(43)(b)條批地特別條件載明的權利，「承批人」須在「署長」通知時將「黃色間黑斜線範圍」或其任何一個或多個部分的管有權交還「政府」。「署長」可全權酌情就此向「承批人」發出不少於兩(2)個公曆月的事前書面通知，惟實際交還的一個或多個日期不會早於2013年8月1日。

(ii) 如「署長」在2013年10月31日或之前向「承批人」發出本批地特別條件第(b)(i)款所載的書面通知，「承批人」毋須履行本文第(10)(a)(ii)條批地特別條件訂明其應就「黃色間黑斜線範圍」或其任何一個或多個部分承擔的責任。「承批人」無權申索任何賠償，包括因為「署長」根據本批地特別條件(b)(i)款要求交還「黃色間黑斜線範圍」或其任何一個或多個部分以致「承批人」需要依照本文第(10)(a)(ii)條批地特別條件規定履行「黃色間黑斜線範圍」或其任何一個或多個部分的相關責任所招致之任何費用或開支。

(iii) 為免生疑問，如未在2013年10月31日或之前向「承批人」獲發書面通知，「承批人」必須履行本文第(10)(a)(ii)條批地特別條件訂明的責任。

(c) 遵從本批地特別條件(b)款之規定及本文第(43)(b)條批地特別條件訂明的權利，「政府」保留權利隨時按其視為恰當收回「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分的管有權作任何用途（「署長」就此作出的決定將作終論），而毋須向「承批人」支付任何款項或賠償，而「承批人」須按要求向「政府」交還「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分。於任何情況下，「黃色範圍」及「黃色間黑斜線範圍」將被視為於「署長」發函說明「承批人」已以其滿意的方式履行「此等批地條件」當日交還「政府」。

(d) 「承批人」管有「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分期間，時刻均須以「署長」全面滿意的方式，在「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分沿線或橫跨該處提供內部淨闊度不少於3米的行人通道，並每日24小時開放供公眾完全免費及毋須任何款項使用作所有合法用途。「承批人」並須確保不會因為執行本文第(10)(a)條批地特別條件或其他規定的工程而干預或阻礙行人通道。

SC第(12)條：

(12) 遵從本文第(43)(b)條批地特別條件訂明的權利，「承批人」如事前未經「署長」書面同意，不得使用「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分作本文第(10)條批地特別條件所載工程以外的其他用途或「署長」批准之用途以外的任何其他用途。除「車站設施」（釋義以本文第(43)(b)(i)條批地特別條件所訂為準）外，「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分不可存放、停泊或搭建任何貨物或汽車或任何臨時構築物。

SC第(13)(a)條：

(13)(a) 「承批人」佔管「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分期間，應在任何合理時間：

(i) 允許康樂及文化事務署署長和「署長」、其人員、承辦商及其授權的任何其他人等有權進出、往返和通行該地段、「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分，以檢查、檢驗和監督任何依照本文第(10)(a)條批地特別條件執行的工程，以及執行、檢驗、檢查和監督本文第(10)(b)條批地特別條件訂明的工程和「署長」或康樂及文化事務署署長視為必要在「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分進行的任何其他工程。

(ii) 允許「政府」及「政府」授權的相關公用事業公司按需要進出、往返和通行該地段、「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分，以在「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分或任何毗連土地內、上或下執行工程，其中包括但不限於鋪設和其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「承批人」應與「政府」及「政府」正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述在「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分的工程事項；及

(iii) 允許水務監督屬下人員及其授權的其他人等有權按需要進出、往返和通行該地段、「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分，以執行任何關於運作、維修、修理、更換和更改「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分內任何其他水務裝置的工程。

(II) 公契之條文規定

第B節釋義：

「黃色範圍」及「黃色間黑線範圍」指「政府批地書」所夾附「圖則I」分別以黃色及黃色間黑斜線顯示並於「政府批地書」第(10)(a)條批地特別條件訂明的範圍。

第E節第18(a)、(b)及(c)條：

18 (a) 各「業主」（不包括作為「政府樓宇」「業主」之「財政司司長法團」）須依照「政府批地書」第(10)(a)(iii)條批地特別條件規定，自費以康樂及文化事務署署長和「署長」全面滿意的方式保養、管理、維修、清潔和修理「黃色範圍」及「黃色間黑斜線範圍」，並在該處提供和安裝所有構築物及服務設施，以保持其修繕妥當及狀況良好，直至「黃色範圍」及「黃色間黑斜線範圍」的管有權連同在該處提供和安裝之所有此等構築物及服務設施遵照「政府批地書」第(11)條批地特別條件交還「政府」為止。

(b) 「業主」在管有「黃色範圍」及「黃色間黑斜線範圍」或其任何一個或多個部分期間，時刻均須以「署長」全面滿意的方式，遵照「政府批地書」第(11)(d)條批地特別條件規定在「黃色範圍」及「黃色間黑斜線範圍」沿線及橫跨該處提供行人通道，並每日24小時開放供公眾完全免費及毋須任何款項使用作所有合法用途。「承批人」並須確保不會因為執行「政府批地書」第(10)(a)條批地特別條件或其他規定的工程而干預或阻礙行人通道。

(c) 「業主」在管有「黃色範圍」及「黃色間黑斜線範圍」期間，必須允許康樂及文化事務署署長和「署長」、彼等的人員、承辦商及彼等授權之任何其他人等、「政府」及「政府」授權的相關公用事業公司、水務監督屬下人員及其授權之其他人等，於任何合理時間進出、往返和通行「該土地」及「黃色範圍」及「黃色間黑斜線範圍」，以執行「政府批地書」第(13)(a)條批地特別條件訂明的工程。

第I節第1(b)(xvii)條：

1 (b) 在不影響前文之一般規定的原則下，「管理人」具有以下權力和職責：

(xvii)允許康樂及文化事務署署長和「署長」、彼等的人員、承辦商及任何其他獲彼等授權人等、「政府」及「政府」授權的相關公用事業公司、水務監督屬下人員及其授權的任何其他人等進入「該土地」、「黃色範圍」及「黃色間黑斜線範圍」，並且允許彼等按需要進出、往返和通行「該土地」、「黃色範圍」及「黃色間黑斜線範圍」，以進行「政府批地書」第(13)(a)條批地特別條件所訂的事項。

第J節第5(b)(III)條：

儘管「本公契」另有任何相反規定，「鐵路綜合大樓」「業主」須按下列方式分擔及攤付「屋苑管理預算案」乃因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致(但僅以此為限)的費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支：

(i) 「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)應分別按照「鐵路綜合大樓」及「屋苑」的樓面總面積(「政府樓宇」的樓面總面積除外)佔「發展項目」樓面總面積(「政府樓宇」的樓面總面積除外)的比例，攤付因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致之「屋苑管理預算案」費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支。由此，「鐵路綜合大樓」「業主」須負責「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的該等費用、開支及支出，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支的百分之十八點七九七(18.797%)。而「屋苑」「業主」(「政府樓宇」「業主」除外)須負責該等費用、開支及支出其餘的百分之八十一點二零三(81.203%)。

(ii) 遵從本節第5條(b)(III)(i)款之規定，為釐定「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)分別應攤付的「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)維修和管理費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的估計年度費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，副預算案副本應送呈「鐵路綜合大樓」「業主」以供參考。

(iii) 如本節第5條(b)(III)(i)款訂明應付的任何款項於到期日後逾三十(30)天尚未繳付，「管理人」有權在毋損本文賦予的任何其他權利或補價權下採取下列行動：

(a) 收取欠款利息(由欠款到期日而並非其後三十(30)日開始應計)，年息率為香港上海滙豐銀行有限公司不時宣佈的優惠貸款利率加百分之二(2%)；

(b) 收取不超過欠款百分之十(10%)的收賬費用，以彌補因違約欠款引起額外工作所招致之費用(除了「管理人」行使「本公契」第I節第1(b)(xxxv)條所訂相關權力展開訴訟的法律費用)；及

(c) 向「鐵路綜合大樓」「業主」要求和收取(視乎情況而定)「管理人」因追討本節第5條(b)(III)(i)款訂明「鐵路綜合大樓」「業主」應付的款項(視乎情況而定)連同本條(a)及(b)款所載之相關利息及收賬費用所招致之所有費用與開支(包括以當事人為基礎委託律師的任何法律費用)。

3.「政府樓宇」

根據「批地文件」SC第(21)(a)條之規定，「承批人」確認該地段地下現存有公共運輸交匯處。

(I) 「批地文件」之條文規定

SC第(21)(a)、(b)及(c)條：

(21)(a) 「承批人」確認該地段地下現存有由下列部分組成的公共運輸交匯處：

(i) 設有14個雙倍長度鋸齒形巴士停車灣的巴士總站；

(ii) 14個輪候車位；及

(iii) 預留淨作業樓面面積不少於38平方米的地方供巴士公司作附屬設施，包括但不限於站長室、工具房、員工食堂及廁所和最少3.0米長、3.0米闊及2.5米高裝有管道及連接設施的閉路電視室

(上述公共運輸交匯處(包括固定照明裝置、通風裝置、消防系統、管道系統及路面/地面，但不包括「署長」依照「此等批地條件」許可而並非供該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施、牆、柱、樑、天花、天台樓板、行車道或樓板及任何其他結構組件)連同「署長」全權酌情指定(「署長」的決定將作終論並對「承批人」約束)為該處專設的任何其他地方、設施、服務及裝置，以下統稱「政府樓宇」)。

(b) (i) 「承批人」依照本文第(4)(a)條批地特別條件規定管有該地段後，「政府樓宇」將被視作已由「承批人」移交予「政府」管有，由「政府」以專有權使用、佔用與營運，惟概不妨礙「政府」與「承批人」就「政府樓宇」維修事宜訂立的任何協議。

(ii) 「承批人」不得干預「政府樓宇」的營運。不得進行任何影響「政府樓宇」運作的建造工程，除非事前已徵取運輸署署長書面批准。

(c) 「政府」現保留權利隨時運用酌情全權更改或改變「政府樓宇」或其任何部分的用途。

SC第23(a)條：

23 (a) 儘管本文另有任何相反規定，「承批人」須在「署長」通知時，不帶任何產權負擔及自費、免費及無償地以可交出空置管有權的形式將本批地特別條件(b)款訂明的不分割份數連同使用、佔用與享用「政府樓宇」的專有權轉讓予根據《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立為單一法團之「財政司司長法團」(以下簡稱「財政司司長法團」；如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人)。「承批人」須在「署長」以書面指定的期限內完成轉讓交易。

SC第(24)(a)、(b)及(c)條：

24 (a) 「承批人」應在本文協定批授的整個年期內，自費以「署長」全面滿意的方式維修以下項目(以下簡稱「物件」)：

(i) 「政府樓宇」的外飾面和「政府樓宇」的、其內、周圍、上及下所有牆、柱、樑、天花、天台樓板、行車道或樓板結構和任何其他結構組件；

(ii) 所有供「政府樓宇」及該地段發展項目其餘部分使用的電梯、自動扶梯和樓梯；

(iii) 屬於「政府樓宇」及該地段發展項目其餘部分之系統一部分的所有屋宇裝備、裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部和其下的排水系統；及

(v) 所有其他供「政府樓宇」及該地段發展項目其餘部分使用的公共部分及設施。

(b) 如「承批人」不維修「物件」而招致或引起任何責任、損害、開支、索償、費用、索求、收費、訴訟和法律程序，「承批人」將向「政府」及「財政司司長法團」作出賠償並確保其免責。

(c) 茲僅於本批地特別條件而言，「承批人」不包括「財政司司長法團」。

(II) 公契之條文規定

第B節釋義：

「政府樓宇」指「該土地」地下現存有由下列部分組成的公共運輸交匯處：(i)設有14個雙倍長度鋸齒形巴士停車灣的巴士總站；(ii)14個輪候車位；及(iii)預留淨作業樓面面積不少於38平方米的地方供巴士公司作附屬設施，包括但不限於站長室、工具房、員工食堂及廁所和最少3.0米長、3.0米闊及2.5米高裝有管道及連接設施的閉路電視室(包括照明裝置、固定裝置、通風裝置、消防系統、管道系統及路面/地面，但不包括並非供該處專用的電梯、自動扶梯、樓梯、機器、設備及「署長」依照「政府批地書」許可的其他非供該處專用設施、牆、柱、樑、天花、天台樓板、行車道或樓板及任何其他結構組件)，以及「署長」全權酌情指定(其決定將作終論並對「承批人」約束)並載於「政府批地書」第(21)(a)條批地特別條件而現於本文所夾附圖則以橙色顯示以資識別的任何其他「政府樓宇」專用地方、設施、服務及裝置；

「物件」指(i)「政府樓宇」的外飾面和「政府樓宇」內、周圍、上及下所有牆、柱、樑、天花、天台樓板、行車道、樓板結構和任何其他結構組件；(ii)所有供「政府樓宇」及「發展項目」其餘部分使用的電梯、自動扶梯和樓梯；(iii)屬於「政府樓宇」及「發展項目」其餘部分之系統一部分的所有屋宇裝備、裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；(iv)「政府樓宇」之下所有結構樓板，連同該處內部和其下的排水系統；及(v)「政府批地書」第(24)(a)條批地特別條件訂明所有其他供「政府樓宇」及「發展項目」其餘部分使用的公共部分及設施。

第E節第9(a)、(b)、(c)及(d)條：

9 (a) 「政府樓宇」「業主」應負責「政府樓宇」所有部分的維修和管理事務(「物件」除外)，但毋須負責維修和管理「發展項目」任何其他部分或「該土地」範圍外任何地方、設施或服務。

(b) 「政府樓宇」「業主」毋須繳付或攤付「本公契」第J節第5條訂明的「管理費」或「本公契」第J節第9(a)及9(c)條訂明的任何按金。

(c) 各「業主」(作為「政府樓宇」「業主」之「財政司司長法團」除外)應透過「管理人」，依照「政府批地書」第(24)(a)條批地特別條件負責維修、管理和修理「物件」(供「政府樓宇」及「發展項目」其餘部分使用的所有電梯、自動扶梯及樓梯除外，此等部分由「商業發展項目」「業主」遵照下列(d)款規定維修、管理和修理)。倘因「物件」(上述各項除外)維修欠妥導致或引起任何訴訟、法律程序、責任、索償、費用、開支、損害、收費及索求，則須向「政府」及「財政司司長法團」賠償並確保彼等免責。

(d) 「商業發展項目」「業主」應依照「政府批地書」第(24)(a)條批地特別條件負責維修、管理和修理部分「物件」，即供「政府樓宇」及「發展項目」其餘部分使用的所有電梯、自動扶梯及樓梯。倘因上述「物件」的部分維修欠妥導致或引起任何訴訟、法律程序、責任、索償、費用、開支、損害、收費及索求，則須向「政府」及「財政司司長法團」賠償並確保彼等免責。

第I節第1(b)(xxxvi)條：

1 (b) 在不影響前文之一般規定的情況下，「管理人」具有以下權力和職責：

(xxxvi) 儘管有「本公契」第E節第9(a)條之規定，如「政府樓宇」「業主」提出要求，「管理人」應執行「政府樓宇」專用服務、設施及裝置的維修工程，而「政府樓宇」「業主」應向「管理人」償付執行此等維修工程的費用，惟條件是施工前「管理人」必須提交成本估算連同支持文件和「政府樓宇」「業主」視為必要的任何其他相關資料，經由「政府樓宇」「業主」書面批核，「管理人」方可展開維修工程。

第J節第5(b)(III)條：

儘管「本公契」另有任何相反規定，「鐵路綜合大樓」「業主」須按下列方式分擔及攤付「屋苑管理預算案」乃因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致(但僅以此為限)的費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支：

(i) 「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)應分別按照「鐵路綜合大樓」及「屋苑」的樓面總面積(「政府樓宇」的樓面總面積除外)佔「發展項目」樓面總面積(「政府樓宇」的樓面總面積除外)的比例，攤付因維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)所招致之「屋苑管理預算案」費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支。由此，「鐵路綜合大樓」「業主」須負責「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的該等費用、開支及支出，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支的百分之十八點七九七(18.797%)。而「屋苑」「業主」(「政府樓宇」「業主」除外)須負責該等費用、開支及支出其餘的百分之八十一點二零三(81.203%)。

(ii) 遵從本節第5條(b)(III)(i)款之規定，為釐定「鐵路綜合大樓」「業主」及「屋苑」「業主」(「政府樓宇」「業主」除外)分別應攤付的「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)維修和管理費用與開支，以及「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，「管理人」應在「屋苑管理預算案」項下擬備副預算案，列明來年維修和管理「物件」、「斜坡及護土結構」、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)的估計年度費用與開支，以及「物件」、「斜坡及護土結構」 、預應力地錨(如有者)、「綠色範圍」、「構築物」、「其他構築物及設施」和「黃色範圍」及「黃色間黑斜線範圍」(連同於該處提供和安裝的所有構築物及服務設施)並非預期每年招致之資本性質大型工程開支，副預算案副本應送呈「鐵路綜合大樓」「業主」以供參考。

(iii) 如本節第5條(b)(III)(i)款訂明應付的任何款項於到期日後逾三十(30)天尚未繳付，「管理人」有權在毋損本文賦予的任何其他權利或補價權下採取下列行動：

(a) 收取欠款利息(由欠款到期日而並非其後三十(30)日開始應計)，年息率為香港上海滙豐銀行有限公司不時宣佈的優惠貸款利率加百分之二(2%)；

(b) 收取不超過欠款百分之十(10%)的收賬費用，以彌補因違約欠款引起額外工作所招致之費用(除了「管理人」行使「本公契」第I節第1(b)(xxxv)條所訂相關權力展開訴訟的法律費用)；及

(c) 向「鐵路綜合大樓」「業主」要求和收取(視乎情況而定)「管理人」因追討本節第5條(b)(III)(i)款訂明「鐵路綜合大樓」「業主」應付的款項(視乎情況而定)連同本條(a)及(b)款所載之相關利息及收賬費用所招致之所有費用與開支(包括以當事人為基礎委託律師的任何法律費用)。

4. 公眾通行「鐵路綜合大樓」

根據「批地文件」SC第(32)條規定，「承批人」應允許公眾進入該地段任何一個或多個部分和建於該處各建築物、構築物及搭建物，藉以往來「鐵路綜合大樓」。

(I) 「批地文件」之條文規定

SC第(32)條：

「承批人」應在本文協定批授的整個年期內，允許公眾暢通無阻及免費及毋須任何款項地步行、乘坐輪椅或乘坐任何類型的汽車(如情況適當)(在「西鐵」運作時間內)出入、往返及通行該地段任何一個或多個部分和進入該處任何由「承批人」指定作往返「鐵路綜合大樓」通道的任何建築物、構築物及搭建物內、下、上或經過或行經該處，以作所有合法用途。

(II) 公契之條文規定

B節釋義：

「鐵路綜合大樓」指「政府批地書」第(25)(c)條批地特別條件所載的「鐵路車站」及「車站停車場」。為免存疑，位於「屋苑」或其任何部分範圍內之「鐵路綜合大樓」最低天花樓板(包括防水樓板及系統和對上之相關防護裝置)乃屬於「鐵路綜合大樓」的上邊界及組成部分，而位於上述「鐵路綜合大樓」上邊界之下的「鐵路綜合大樓」所有地基、柱、樑及其他結構部分，不論是否支承「屋苑」或其任何部分，一律屬於「鐵路綜合大樓」一部分。現亦為免存疑，以下各項乃「鐵路綜合大樓」邊界以外，並不屬於「鐵路綜合大樓」一部分：所有於「鐵路綜合大樓」的上邊界之上的樓板，包括位於上述防水樓板及系統和對上的相關防護裝置之上的所有樓板；以及所有供「屋苑」或其任何部分使用的公用事業設施、服務、槽、坑及設施，以及「屋苑」所有飾面；

第二附錄第II部分第4(a)條：

4(a) 公眾有權暢通無阻及免費及毋須任何款項地步行、乘坐輪椅或乘坐任何類型的汽車(如情況適當)(在「西鐵」運作時間內)出入、往返及通行依照「政府批地書」第(32)條批地特別條件規定由「管理人」不時指定或重新指定作進出「鐵路綜合大樓」通道的「屋苑公用地方」任何一個或多個部分，以作所有合法用途。

5. 「行人走道」

根據「批地文件」SC第(40)(a)條之規定，「承批人」應自費以「署長」全面滿意的方式設計、提供、管理和維修一條位於該地段內及現已或將會建於該地段的任何一座或多座建築物範圍內的行人走道，並配備自動扶梯、載客電梯、樓梯、斜路或「署長」批准或指定的其他構築物，以在「署長」批准的地點及樓層連接「鐵路綜合大樓」、「政府樓宇」、「擬建行人天橋」(釋義以「批地文件」SC第(41)條所訂為準)、該地段地下和毗連該地段的街面行人路(該行人走道以下簡稱「行人走道」)。

(I) 「批地文件」之條文規定

SC第(40)(a)、(b)及(g)條：

40 (a) 「承批人」應自費以「署長」全面滿意的方式設計、提供、管理和維修一條位於該地段內及現已或將會建於該地段的任何一座或多座建築物範圍內的行人走道，並配備自動扶梯、載客電梯、樓梯、斜路或「署長」批准或指定的其他構築物，以在「署長」批准的地點及樓層連接「鐵路綜合大樓」、「政府樓宇」、「擬建行人天橋」(釋義以「批地文件」SC第(41)條所訂為準)、該地段地下和毗連該地段的街面行人路(該行人走道以下簡稱「行人走道」)。「行人走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的內部淨闊度應最少達6米。「承批人」應向「署長」提交顯示「行人走道」走線的圖則以供批核。「署長」就何謂地下所作的決定將作終論並對「承批人」約束。

(b) 「承批人」應在本文協定批授的整個年期內，每日24小時開放「行人走道」供公眾完全免費及暢通無阻地步行或乘坐輪椅通行，以作所有合法用途。

(g) 於本批地特別條件，「承批人」一詞之釋義不包括「財政司司長法團」。

(II) 公契之條文規定

第B節釋義：

「行人走道」指遵照「政府批地書」第(40)(a)條批地特別條件在「該土地」內建造和提供而屬於「商業發展項目」和「鐵路綜合大樓」一部分的行人走道，組成部分包括自動扶梯、載客電梯、樓梯、斜路或「署長」批准或指定的其他構築物，以連接「鐵路綜合大樓」、「政府樓宇」、「擬建行人天橋」、「該土地」地下及毗連「該土地」的街面行人路；

「商業發展項目」指及包括現已或將會按照「核准圖則」建造作商業或零售用途的「屋苑」部分(包括「幼稚園」)，以及該處的外牆、轉換層(朝向「住宅發展項目」的上表面除外)、供停泊「商業發展項目」佔用人和彼等各真正

賓客、訪客或獲邀人士所擁有汽車及電單車的車位、劃供「商業發展項目」使用的貨車客貨上落車位、相關行車道和流通地方、上述「屋苑」部分所有於「鐵路綜合大樓」的上邊界之上的樓板(包括防水樓板及系統和對上的相關防護裝置之上所有樓板)、以及所有供「商業發展項目」或其任何部分使用的公用事業設施、服務、槽、坑及設施，以及「商業發展項目」所有飾面、「行人天橋支承件及連接段」、「行人走道」部分、「行人通道」部分、平台矮牆外表面，但不包括屬於「住宅發展項目」、「住宅停車場」、「政府樓宇」、「屋苑公用地方」、「住宅公用地方」、「住宅停車場公用地方」、「屋苑停車場公用地方」或「住宅停車場及住宅公用地方」的範圍，現於本文所夾附的平面圖和「立面圖」以粉紅色、粉紅色間黑斜線、粉紅色間黑交叉線顯示(只要該等地方可在圖則顯示)，以資識別。

「鐵路綜合大樓」指「政府批地書」第(25)(c)條批地特別條件所載的「鐵路車站」及「車站停車場」。為免存疑，位於「屋苑」或其任何部分範圍內之「鐵路綜合大樓」最低天花樓板(包括防水樓板及系統和對上之相關防護裝置)乃屬於「鐵路綜合大樓」的上邊界及組成部分，而位於上述「鐵路綜合大樓」上邊界之下的「鐵路綜合大樓」所有地基、柱、樑及其他結構部分，不論是否支承「屋苑」或其任何部分，一律屬於「鐵路綜合大樓」一部分。現亦為免存疑，以下各項乃「鐵路綜合大樓」邊界以外，並不屬於「鐵路綜合大樓」一部分：所有於「鐵路綜合大樓」的上邊界之上的樓板，包括位於上述防水樓板及系統和對上的相關防護裝置之上的所有樓板；以及所有供「屋苑」或其任何部分使用的公用事業設施、服務、槽、坑及設施，以及「屋苑」所有飾面。

第E節第28條：

(a) 「商業發展項目」「業主」應在整個「年期」內自費保持現已或將會在「商業發展項目」範圍內建造的「行人走道」部分每日24小時開放，以遵照「政府批地書」第(40)(b)條批地特別條件供公眾免費及暢通無阻地步行或乘坐輪椅通行，以作所有合法用途。

(b) 「鐵路綜合大樓」「業主」應在整個「年期」內自費保持現已或將會在「鐵路綜合大樓」範圍內建造的「行人走道」部分每日24小時開放，以遵照「政府批地書」第(40)(b)條批地特別條件供公眾免費及暢通無阻地步行或乘坐輪椅通行，以作所有合法用途。

(c) 儘管「本公契」第E節第8條另有任何相反規定，「商業發展項目」「業主」須自費維修和管理「行人走道」所有範圍(包括位於「鐵路綜合大樓」內的部分)。

第二附錄第II部分第4(b)條：

4 (b) 公眾有權依照「政府批地書」第(40)(b)條批地特別條件規定，每日24小時免費及暢通無阻地步行或乘坐輪椅使用「行人走道」，以作所有合法用途。

6.「行人天橋支承件及連接段」

根據「批地文件」SC第(41)(a)條之規定，「承批人」應在2018年4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，在現已或將會建於該地段任何一座或多座建築物內或外興建、提供和建造結構性支承件、連接段、柱、通道口及樓梯平台，連同「署長」指定的自動扶梯、電梯、斜路及樓梯(此等結構性支承件、連接段、柱、通道口及樓梯平台連同該處的自動扶梯、電梯、斜路及樓梯和任何相關更換件或替代件，以下統稱「行人天橋支承件及連接段」)，以連接該地段至擬建行人天橋。

(I) 「批地文件」之條文規定

SC第(41)(a)、(b)、(c)、(e)、(f)、(g)、(h)、(j)、(k)及(p)條：

(41)(a) 「承批人」應在2018年4月30日或之前又或「署長」批准的其他日期，自費以「署長」全面滿意的方式，在現已或將會建於該地段任何一座或多座建築物內或外興建、提供和建造結構性支承件、連接段、柱、通道口及樓梯平台，連同「署長」指定的自動扶梯、電梯、斜路及樓梯(此等結構性支承件、連接段、柱、通道口及樓梯平台連同該處的自動扶梯、電梯、斜路及樓梯和任何更換件或替代件，以下統稱「行人天橋支承件及連接段」)，以連接該地段至內部淨闊度最少達6米而位於本文所夾附「圖則I」註明為"FBI"約略位置或「署長」全權酌情指定或批准的其他位置之擬建行人天橋(以下簡稱「擬建行人天橋」)。

(b) 「行人天橋支承件及連接段」應建於「署長」指定或批准的樓層及位置，並採取「署長」指定或批准的闊度和物料、標準、走線、布局和設計。「行人天橋支承件及連接段」的設計應可承受「擬建行人天橋」的承重負荷。

(c) 「承批人」應在本文協定的整個批租年期內自費管理和保養「行人天橋支承件及連接段」，以保持其修繕妥當及狀況良好，全面令「署長」滿意。

(e) 於本文協定的整個批租年期內，「政府」、其人員、代理、承辦商、工人及受許可人和毗鄰地段的一名或多名業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員獲賦予保留權利，可隨時免付任何費用及收費行使以下權利：

(i) 接駁「擬建行人天橋」至「行人天橋支承件及連接段」；

(ii) 支撐和維護「擬建行人天橋」；

(iii) 檢查、修理及維修「擬建行人天橋」和執行「署長」全權酌情認為必要的任何「擬建行人天橋」相關工程；及

(iv) 不論步行或駕車或攜帶工具、設備、機器或機械與否，進入、行經和通行該地段或其任何一個或多個部分和現已或將會建於該處任何一座或多座建築物或其任何部分內、下、上或經過該處，以執行本批地特別條件(e)(i)及(e)(iii)款所載之事宜。

(f) 在「署長」通知時，「承批人」或根據本文第(48)(a)(i)條批地特別條件所載「公契」獲委任的該地段現任管理人或根據《建築物管理條例》、其任何附屬規例及任何修訂法例成立的該地段「業主立案法團」必須自費以「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任何一座或多座建築物的任何通道口，從而在該處接駁「擬建行人天橋」或本批地特別條件(k)款所載的任何更換件。於通道口暫時封閉期間，「承批人」、上述管理人或「業主立案法團」(視乎情況而定)時刻均須自費以「署長」滿意的方式維修通道口。

(g) 「承批人」現確認及同意，「政府」概不憑藉「此等批地條件」或行使本批地特別條件所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」。倘日後不興建「擬建行人天橋」而由此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(h) 於本文協定的整個批租年期內及只要在「擬建行人天橋」存在期間，「承批人」便應時刻遵從「署長」制訂的任何規定允許公眾自由、免費及暢通無阻地步行或乘坐輪椅通行及再通行「行人天橋支承件及連接段」，以作所有合法用途，以及按需要出入、通行及再通行該地段任何一個或多個部分和現已或將會建於該處的任何一座或多座建築物，從而出入往返「擬建行人天橋」或本批地特別條件(k)款所載的任何更換件。

(j) 如該地段或其任何部分進行任何重建以致需要拆卸「行人天橋支承件及連接段」或其任何部分，「承批人」應在

「署長」指定的期限內自費於指定樓層和位置以「署長」全面滿意的方式建造及完成建造新的結構性支承件、連接段、柱、通道口及樓梯平台或其任何部分連同自動扶梯、電梯、斜路及樓梯以作替代，並須遵從「署長」批准或指定的闊度、物料、設計、標準、走線及布局。「此等批地條件」中「行人天橋支承件及連接段」一詞一律被視為意指上述的新結構性支承件、連接段、柱、通道口及樓梯平台，連同相關的自動扶梯、電梯、斜路及樓梯。

(k) 如需要拆卸「擬建行人天橋」或其任何部分而另建新行人天橋或部分以作替代，「政府」、其人員、代理、承辦商、工人、受許可人和任何毗鄰地段的一名或多名業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可同樣就新建的行人天橋或其任何部分免費及免付任何費用享有本批地特別條件(e)(i)、(e)(ii)、(e)(iii)及(e)(iv)款所訂的權利。

(p) 於本批地特別條件，「承批人」一詞之釋義不包括「財政司司長法團」。

(II) 公契之條文規定

第B節釋義：
「行人天橋支承件及連接段」指遵照「政府批地書」第(41)(a)條批地特別條件，為連接「該土地」至「擬建行人天橋」而在「發展項目」內興建、提供和建造的結構性支承件、連接段、柱、通道口及樓梯平台，連同自動扶梯、電梯、斜路及樓梯和任何更換件或替代件；

「商業發展項目」指及包括現已或將會按照「核准圖則」建造作商業或零售用途的「屋苑」部分(包括「幼稚園」)，以及該處的外牆、轉換層(朝向「住宅發展項目」的上表面除外)(現於本文所夾附「立面圖」以粉紅色顯示，以資識別)、供停泊「商業發展項目」佔用人和彼等各真正賓客、訪客或獲邀人士所擁有汽車及電單車的車位、劃供「商業發展項目」使用的貨車客貨上落車位、相關行車道及流通地方、上述「屋苑」部分所有於「鐵路綜合大樓」的上邊界之上的樓板(包括防水樓板及系統和對上的相關防護裝置之上所有樓板)、以及所有供「商業發展項目」或其任何部分使用的公用事業設施、服務、槽、坑及設施，以及「商業發展項目」所有飾面、「行人天橋支承件及連接段」、「行人走道」、「行人通道」部分、平台矮牆外表面(現於本文所夾附「立面圖」以粉紅色顯示，以資識別)，但不包括屬於「住宅發展項目」、「住宅停車場」、「政府樓宇」、「屋苑公用地方」、「住宅公用地方」、「住宅停車場公用地方」或「住宅停車場及住宅公用地方」的範圍，現於本文所夾附的平面圖及「立面圖」以粉紅色、粉紅色間黑斜線、粉紅色間黑交叉線顯示(只要該等地方可在圖則顯示)，以資識別。

「擬建行人天橋」指「政府批地書」所夾附「圖則I」註明為"FBI"約略位置或「政府批地書」第(41)(a)條批地特別條件訂明「署長」全權酌情指定或批准的其他位置之擬建行人天橋。

第二附錄第II部分第4(c)條：
4 (c) 於「擬建行人天橋」存在期間，公眾時刻均有權自由、免費、毋須任何款項及暢通無阻地步行或乘坐輪椅通行及再通行「行人天橋支承件及連接段」，以作所有合法用途，並且按需要出入、通行及再通行「管理人」不時指定或重新指定的「屋苑公用地方」一個或多個部分和「商業發展項目」「業主」不時指定或重新指定的「商業發展項目」一個或多個部分，以遵照「政府批地書」第(41)(h)條批地特別條件規定往來「擬建行人天橋」或其任何更換件。

第三附錄第1(ar)條：
1. 遵從「本公契」第二附錄第II部分第3條訂明保留予「第一業主」之權利、「本公契」及「政府批地書」保留予作為「政府樓宇」「業主」之「財政司司長法團」的權利、地役權和特權、「本公契」第二附錄第I部分第3條訂明授予及保留予「鐵路綜合大樓」「業主」之權利、「非鐵路部分轉讓契約」訂明「九鐵」作為「鐵路綜合大樓」「業主」獲授予及保留之權利，以及「本公契」第二附錄第I部分第6條授予「商業發展項目」「業主」之權利，「業主」不可(如事前獲「管理人」書面同意則(b)至(e)、(o)、(p)、(t)、(w)及(ac)至(ak)款所載的權利不在此限，惟「管理人」可全權酌情給予或拒絕同意，或於給予同意時附加任何條件)：
(ar) 不可使用或允許、容忍他人使用屬於「商業發展項目」範圍的「行人天橋支承件及連接段」任何部分內外作廣告用途，或陳列任何招牌、告示或海報，除非「署長」批准或指定則屬例外。

B.「批地文件」規定須由「期數」中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施的描述

見上文A項

C.「批地文件」規定須由「期數」中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地的大小

不適用

D.「期數」所位於的土地中為施行《建築物(規劃)規例》(香港法例第123章，附屬法例F) 第22(1)條而撥供公眾用途的任何部分的描述

不適用

就以上A、B、C及D段所述的供公眾使用的任何設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或土地中的該等部分。

以上B及C段所載的任何設施及休憩用地，按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

備註：

(1) 有關「行人走道」(「行人走道」屬發展項目中「商業發展項目」及發展項目中「鐵路綜合大樓」一部分)之開支，請參閱上文A5(II)列出之發展項目公契第E節第28條。

(2) 「行人天橋支承件及連接段」屬發展項目中「商業發展項目」一部分。根據發展項目公契，「商業發展項目」業主須自費維持「商業發展項目」於良好修葺狀態。

「綠色範圍」、「黃色範圍」及「黃色間黑斜線範圍」、「政府樓宇」、公眾通行「鐵路綜合大樓通道」、「行人走道」及「行人天橋支承件及連接段」的位置，只要切實可行，現已分別載於本節後頁的附件圖則。

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

1. The Green Area

Under Special Condition ("SC") (6)(a)(i) of the Land Grant, the Grantee shall, on or before the 30th day of September 2014, lay and form the Green Area and provide and construct the Structures in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve.

Under SC (6)(a)(ii) of the Land Grant, the Grantee shall, on or before the 30th day of September 2014 , surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to the water mains, street lights, traffic signs, street furniture and road markings as the Director of Lands may require.

(I) Provisions under the Land Grant

SC (6)(a)(i), (ii) & (iii):
(6) (a) The Grantee shall
(i) on or before the 30th day of September 2014 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
(I) lay and form those portions of future public roads shown coloured green on PLAN I annexed thereto (hereinafter referred to as "the Green Area"); and
(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands (hereinafter referred to as "the Director") in his sole discretion may require (hereinafter collectively referred to as "the Structures")
so that building, vehicular and pedestrian traffic may be carried on the Green Area.
(ii) on or before the 30th day of September 2014 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.
(iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered in accordance with Special Condition No. (7) hereof.

SC (7):
(7) For the purpose only of carrying out the necessary works specified in SC (6) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Area. The Green Area shall be re-delivered by the Grantee to the Government on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the Date of a letter from the Director indicating that the general conditions and the SC of the Land Grant ("these Conditions") have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under SC (6) of the land Grant or otherwise.

SC (8):
(8) The Grantee shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (6) hereof.

SC (9) (a):
(9) (a) The Grantee shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof:
(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (6)(b) hereof and any other works which the Director may consider necessary in the Green Areas or any part of parts thereof;
(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof; and
(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas or any part or parts thereof.

(II) Provisions under the deed of mutual covenant

Section B definition:
"Green Area" means those portions of future public roads shown coloured green on the Plan I annexed to the Government Grant as referred to under Special Condition No.(6)(a)(i)(I) of the Government Grant.

"Other Structures and Facilities" means all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided on or in the Green Areas to satisfaction of the Director in accordance with Special Condition No. (6)(a)(iii) of the Government Grant.

"Structures" means the Structures as defined in Special Condition No.(6)(a)(i)(II) of the Government Grant.

Section E Clause 17(a) , (b) & (c):

17 (a) The Owners (excluding FSI as Owner of the Government Accommodation) shall at its own expense maintain the Green Areas together with the Structures and the Other Structures and Facilities to the satisfaction of the Director in accordance with Special Condition No.(6)(a)(iii) of the Government Grant until such time as possession of the Green Areas have been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

(b) The Owners shall at all reasonable times while the Owners are in possession of the Green Areas or any part or parts thereof allow free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) of the Government Grant. or otherwise.

(c) The Owners shall at all reasonable times while they are in possession of the Green Areas or any part or parts thereof permit the Director, his officers, contractors and any other persons authorized by him, the Government and the relevant public utility companies authorised by the Government, the officers of the Water Authority and such other persons as may be authorised by the Water Authority, the right of ingress, egress and regress to, from and through the Land and the Green Areas for the purpose of carrying out, inspecting and supervising of the works as referred to under Special Condition No.(9)(a) of the Government Grant.

Section I Clause 1(b)(xvi):

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

(xvi) To permit the Director, his officers, contractors and any other persons authorized by him, the Government and public utilities company authorized by the Government and the officers of the Water Authority and such other persons as may be authorized by the Water Authority to enter into the Land and the Green Areas and provide access for the ingress, egress and regress to, from and through the Land the Green Areas as may be required for the purpose of carrying out, inspecting, checking and supervising any works as referred to under Special Condition No. (9)(a) of the Government Grant.

Section J Clause 5(b)(III):

Notwithstanding anything contained in this Deed to the contrary, the Owner of the Railway Complex shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the following manner:

(i) the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) shall contribute to the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the proportion that the respective gross floor areas of the Railway Complex and the Estate (excluding the gross floor area of the Government Accommodation) bears to the total gross floor area of the Development (excluding the gross floor area of the Government Accommodation). As such, 18.797% of such costs, expenses and expenditure of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all structures and services provided and installed thereon and therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) shall therefore be borne by the Owner of the Railway Complex and the remaining 81.203% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).

(ii) Subject to sub-clause (b)(III)(i) of Clause 5 of this Section, for the purpose of fixing the contribution by the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) respectively towards the costs and expenses for the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein), the Manager shall prepare a sub-budget under the Estate Management Budget showing the estimated annual costs and expenses for the management and maintenance of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Railway Complex for its information.

(iii) If any payment as provided in sub-clause (b)(III)(i) of Clause 5 of this Section is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to:-

(a) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong

& Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);

(b) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxv) of Section I of this Deed) of the extra work occasioned by the default; and

(c) demand and collect from the Owner of the Railway Complex (as the case may be) all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred by the Manager in recovering the sum payable by the Owner of the Railway Complex (as the case may be) as provided in sub-clause (b)(III)(i) of Clause 5 of this Section together with interest and the collection charge thereon as provided in sub-clauses (a) and (b) hereof.

2. The Yellow Area and the Yellow Hatched Black Area

Under SC (10)(a)(i) of the Land Grant, the Grantee shall on or before the 30th day of June 2016, lay, form, landscape, plant with trees and shrubs, surface and drain the Yellow Area and provide and construct structures in such manner with such materials and to such standards, levels, alignment and design as the Director of Leisure and Cultural Services and the Director shall approve.

Under SC (10)(a)(ii) of the Land Grant, the Grantee shall on or before the 30th day of June 2016, lay, form, surface and drain the Yellow Hatched Black Area and provide and construct structures in such manner with such materials and to such standards, level and design as the Director of Leisure and Cultural Services and the Director shall approve.

Under SC (10)(a)(iii) of the Land Grant, the Grantee shall manage and maintain at his own expense the Yellow Area and the Yellow Hatched Black Area together with all structures and services provided and installed thereon or therein to the satisfaction of the Director of Leisure and Cultural Services and the Director until such time as possession of the Yellow Area and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with SC (11) of the Land Grant.

(I) Provision under the Land Grant

SC (10)(a)(i), (ii) & (iii):

(10)(a) Subject to the rights as referred to in SC (43)(b) of the Land Grant, the Grantee shall:

(i) on or before the 30th day of June 2016, or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director of Leisure and Cultural Services shall require or approve and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director:

(I) lay, form, landscape, plant with trees and shrubs, surface and drain the area shown coloured yellow on the Plan I annexed thereto (hereinafter collectively referred to as "the Yellow Area"); and

(II) provide and construct such culverts, viaducts, sewers, drains, facilities, pavements or such other structures as the Director of Leisure and Cultural Services in his sole discretion may require in the Yellow Area;

(ii) subject to SC (11)(b) of the Land Grant, on or before the 30th day of June 2016, or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels and design as the Director of Leisure and Cultural Services shall require or approve and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director:

(I) lay, form surface and drain the area shown coloured yellow hatched black on the Plan I annexed thereto (hereinafter referred to as "the Yellow Hatched Black Area"); and

(II) provide and construct such culverts, viaducts, sewers, drains, facilities, pavements or such other structures as the Director of Leisure and Cultural Services in his sole discretion may require in the Yellow Hatched Black Area;

(iii) at his own expense uphold, manage, maintain, clean and repair the Yellow Area and the Yellow Hatched Black Area together with all structures and services provided and installed thereon or therein in good and substantial repair and condition in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director until such time as possession of the Yellow Area and the Yellow Hatched Black Area together with all such structures and services provided and installed thereon or therein has been re-delivered to the Government in accordance with Special Condition No. (11) hereof.

SC (11) (a) to (d):

11 (a) For the purpose only of carrying out the necessary works specified in Special Condition No. (10)(a) hereof and subject to the rights as referred to in Special Condition No. (43)(b) hereof, the Grantee shall be granted possession of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof on a date or dates to be specified in a letter or letters from the Director to the Grantee, which date or dates shall not be later than the 30th day of June 2013.

(b) (i) Notwithstanding sub-clause (c) of this Special Condition and subject to the rights as referred to in Special Condition No. (43)(b) hereof, the Grantee shall on demand of the Director, re-deliver possession of the Yellow Hatched Black Area or any part or parts thereof to the Government upon the Director at his sole discretion giving to the Grantee not less than two calendar months' prior written notice provided that the actual re-delivery date or dates shall not be earlier than the 1st day of August 2013.

(ii) If the written notice referred to in sub-clause (b)(i) of this Special Condition is served by the Director on the Grantee on or before the 31st day of October 2013, the Grantee shall not be required to fulfill his obligations in respect of the Yellow Hatched Black Area or such part or parts thereof as referred to in Special Condition No. (10)(a)(ii) hereof. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with his obligations in respect of the Yellow Hatched Black Area or such part or parts thereof as referred to in Special Condition No. (10)(a)(ii) hereof as a result of the Director demanding re-delivery of the Yellow Hatched Black Area or such part or parts thereof in accordance with sub-clause (b)(i) of this Special Condition.

(iii) For the avoidance of doubt, if no written notice is served on the Grantee on or before the 31st day of October 2013, the Grantee shall be required to fulfill his obligations in accordance with Special Condition No. (10)(a)(ii) hereof.

(c) Subject to sub-clause (b) of this Special Condition and the rights as referred to in Special Condition No. (43)(b) hereof, the Government reserves the right to take back possession of the Yellow Area and the Yellow Hatched Black 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 and the Yellow Hatched Black Area or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand and in any event the Yellow Area and the Yellow Hatched Black Area shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(d) The Grantee shall at all times while he is in possession of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof provide a pedestrian access with a clear internal width of not less than 3 metres over and along the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof in all respects to the satisfaction of the Director and keep the same open for the use by the public 24 hours a day for all lawful purposes free of cost and payment of any nature whatsoever and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (10)(a) hereof or otherwise.

SC (12):

(12) Subject to the rights as referred to in Special Condition No. (43)(b) hereof, the Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for any purposes other than the carrying out of the works and for such purpose as specified in Special Condition No. (10) hereof or such other purposes as the Director may approve. Except the Station Facilities (as defined in Special Condition No. (43)(b)(i) hereof), no goods or vehicles or any temporary structure shall be stored or parked or erected within the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

SC (13)(a):

(13)(a) The Grantee shall at all reasonable times while he is in the possession of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof:

(i) permit the Director of Leisure and Cultural Services and the Director, their officers, contractors and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (10)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (10)(b) hereof and any other works which the Director or the Director of Leisure and Cultural Services may consider necessary in the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from the through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relation to any of the aforesaid works to be carried out with the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof; and

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

(II) Provisions under the deed of mutual covenant

Section B definition:

"Yellow Area and Yellow Hatched Black Area" means those areas shown coloured yellow and yellow hatched black respectively on the Plan I annexed to the Government Grant as referred to under Special Condition No.(10)(a) of the Government Grant.

Section E Clause 18(a), (b) & (c):

18 (a) The Owners (excluding FSI as Owner of the Government Accommodation) shall at their own expense uphold, manage, maintain, clean and repair the Yellow Area and Yellow Hatched Black Area together with all structures and services provided and installed thereon or therein in good and substantial repair and condition in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director in accordance with Special Condition No.(10)(a)(iii) of the Government Grant until such time as possession of the Yellow Area and Yellow Hatched Black Area together with all such structures and services provided and installed thereon and therein have been re-delivered to the Government in accordance with Special Condition No.(11) of the Government Grant.

(b) The Owners shall at all times while they are in possession of the Yellow Area and the Yellow Hatched Black Area or any part of parts thereof provide a pedestrian access over and along the Yellow Area and the Yellow Hatched Black Area in all respects to the satisfaction of the Director in accordance with Special Condition No.(11)(d) of the Government Grant and keep the same open for the use by the public 24 hours a day for all lawful purposes free of cost and payment of any nature whatsoever and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(10)(a) of the Government Grant or otherwise.

(c) The Owners shall at all reasonable times while they are in possession of the Yellow Area and Yellow Hatched Black Area permit the Director of Leisure and Cultural Services and the Director, their officers, contractors and any other persons authorized by them, the Government and the relevant public utility companies authorised by the Government, the officers of the Water Authority and such persons as may be authorised by the officers of the Water Authority the right of ingress, egress and regress to, from and through the Land and the Yellow Area and Yellow Hatched Black Area for the purpose as set out in Special Condition No.(13)(a) of the Government Grant.

Section I Clause 1(b)(xvii)

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

(xvii) To permit the Director of Leisure and Cultural Services and the Director, their officers, contractors and any other persons authorized by them, the Government and the relevant public utility companies

authorized by the Government, the officers of the Water Authority and such persons as may be authorized by the officers of the Water Authority to enter into the Land and the Yellow Area and the Yellow Hatched Black Area and provide access for the ingress, egress and regress to, from and through the Land and the Yellow Area and Yellow Hatched Black Area as may be required for the purpose as set out in Special Condition No. (13)(a) of the Government Grant.

Section J Clause 5(b)(III):
Notwithstanding anything contained in this Deed to the contrary, the Owner of the Railway Complex shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the following manner:

(i) the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) shall contribute to the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the proportion that the respective gross floor areas of the Railway Complex and the Estate (excluding the gross floor area of the Government Accommodation) bears to the total gross floor area of the Development (excluding the gross floor area of the Government Accommodation). As such, 18.797% of such costs, expenses and expenditure of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all structures and services provided and installed thereon and therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) shall therefore be borne by the Owner of the Railway Complex and the remaining 81.203% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).

(ii) Subject to sub-clause (b)(III)(i) of Clause 5 of this Section, for the purpose of fixing the contribution by the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) respectively towards the costs and expenses for the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein), the Manager shall prepare a sub-budget under the Estate Management Budget showing the estimated annual costs and expenses for the management and maintenance of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Railway Complex for its information.

(iii) If any payment as provided in sub-clause (b)(III)(i) of Clause 5 of this Section is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :

(a) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);

(b) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxv) of Section I of this Deed) of the extra work occasioned by the default; and

(c) demand and collect from the Owner of the Railway Complex (as the case may be) all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred by the Manager in recovering the sum payable by the Owner of the Railway Complex (as the case may be) as provided in sub-clause (b)(III)(i) of Clause 5 of this Section together with interest and the collection charge thereon as provided in sub-clauses (a) and (b) hereof.

3. Government Accommodation

Under SC (21)(a) of the Land Grant, the Grantee acknowledges that there is an existing public transport interchange on the ground level of the lot.

(I) Provisions under the Land Grant

SC(21)(a),(b) & (c)
(21) (a) The Grantee acknowledges that there is an existing public transport interchange on the ground level of the lot comprising the following:
(i) a bus terminus with 14 double-length saw-booth bus bays;
(ii) 14 stacking spaces; and

(iii) an area with a net operational floor area of the not less than 38 square metres reserved for ancillary facilities for bus operator including but not limited to a regulators' office, tool room, staff canteen and toilets and a closed-circuit television room of minimum dimensions of 3.0 metres in length, 3.0 metres in width and 2.5 metres in height with ducts and connection

(the said public transport interchange (including lighting fixtures, ventilation plant, fire service systems, 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 or 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 referred to as "the Government Accommodation").

(b) (i) Upon possession of the lot being taken by the Grantee in accordance with Special Condition No. (4)(a) hereof, possession of the Government Accommodation shall be deemed to be delivered by the Grantee to the Government for its exclusive use, occupation and operation but without prejudice to any agreement between the Government and the Grantee on the maintenance of the Government Accommodation.

(ii) The Grantee shall not interfere with the operation of the Government Accommodation. No building works that may affect the operation of the Government Accommodation shall be carried out except with the prior written approval of the Commissioner for Transport.

(c) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.

SC 23 (a):

23 (a) Notwithstanding any provision herein contained to the contrary, the Grantee shall when called upon so to do by the Director assign to The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expresions shall if the context permits include its successors and assigns) at the expense of the Grantee, with vacant possession, free from incumbrances and free of cost and consideration the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Grantee shall complete the assignment of the Government Accommodation within such time as may be specified in writing by the Director.

SC (24)(a), (b) & (c):

24 (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services, installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee hereby indemnifies and shall keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

(II) Provisions under the deed of mutual covenant

Section B definition:

"Government Accommodation" means the existing public transport interchange on the ground level of the Land comprising (i) a bus terminus with 14 double-length saw-tooth bus bays; (ii) 14 stacking spaces; and (iii) an area with a net operational floor area of not less than 38 square metres reserved for ancillary facilities for bus operator including but not limited to a regulators' office, tool room, staff canteen and toilets and a closed-circuit television room of minimum dimensions of 3.0 metres in length, 3.0 metres in width and 2.5 metres in height with ducts and connection (including lighting, fixtures, ventilation plant, fire services systems, 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 the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or 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) and referred to in Special Condition No.(21)(a) of the Government Grant and for identification purpose only is shown coloured orange on the plans annexed hereto;

"Items" means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the drainage system therein and thereunder, and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development as referred to under Special Condition No. (24)(a) of the Government Grant;

Section E Clause 9(a), (b), (c) & (d):

9 (a) The Owner of the Government Accommodation shall be responsible for the maintenance and management of all parts of the Government Accommodation only (excluding the Items) but not any other part of the Development nor any areas, facilities or services outside the Land.

(b) The Owner of the Government Accommodation shall not be liable to make any payment or contribution towards the Management Charges calculated in accordance with Clause 5 of Section J of this Deed or any deposits set out under Clauses 9(a) and 9(c) of Section J of this Deed.

(c) The Owners (save and except FSI as Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items (except such parts thereof being all the lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development which shall be maintained, managed and repaired by the Owners of the Commercial Development in accordance with sub-clause (d) below) under Special Condition No. (24)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and FSI against all actions, proceedings, liabilities, claims, costs, expenses, damages, charges and demands of whatsoever nature arising out of or as a consequence of a failure to maintain the Items (except as aforesaid).

(d) The Owners of the Commercial Development shall be responsible for maintaining, managing and repairing such parts of the Items being all the lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development under Special Condition No. (24)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and FSI against all actions, proceedings, liabilities, claims costs, expenses, damages, charges and demands of whatsoever nature arising out of or as a consequence of a failure to maintain such parts of the Items.

Section I Clause 1(b) (xxxvi):

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

(xxxvi) Notwithstanding Clause 9(a) of Section E of this Deed, upon the request of the Owner of the Government Accommodation, to undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

Section J Clause 5(b)(III):

Notwithstanding anything contained in this Deed to the contrary, the Owner of the Railway Complex shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures and the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the following manner:

(i) the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) shall contribute to the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) in the proportion that the respective gross floor areas of the Railway Complex and the Estate (excluding the gross floor area of the Government Accommodation) bears to the total gross floor area of the Development (excluding the gross floor area of the Government Accommodation). As such, 18.797% of such costs, expenses and expenditure of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all structures and services provided and installed thereon and therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) shall therefore be borne by the Owner of the Railway Complex and the remaining 81.203% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).

(ii) Subject to sub-clause (b)(III)(i) of Clause 5 of this Section, for the purpose of fixing the contribution by the Owner of the Railway Complex and the Owners of the Estate (save and except the Owner of the Government Accommodation) respectively towards the costs and expenses for the maintenance and management of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein), the Manager shall prepare a sub-budget under the Estate Management Budget showing the estimated annual costs and expenses for the management and maintenance of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures, the Other Structures and Facilities and the Yellow Area and Yellow Hatched Black Area (and all the structures and services provided and installed thereon or therein) for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Railway Complex for its information.

(iii) If any payment as provided in sub-clause (b)(III)(i) of Clause

5 of this Section is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to:-

(a) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);

(b) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxv) of Section I of this Deed) of the extra work occasioned by the default; and demand and collect from the Owner of the Railway Complex (as the case may be) all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred by the Manager in recovering the sum payable by the Owner of the Railway Complex (as the case may be) as provided in sub-clause (b)(III)(i) of Clause 5 of this Section together with interest and the collection charge thereon as provided in sub-clauses (a) and (b) hereof.

4. Access to the Railway Complex by the public

Under SC (32) of the Land Grant, the Grantee shall permit members of the public to enter into such part or parts of the lot and any buildings, structures and erections thereon for the purpose of access to and from the Railway Complex.

(I) Provisions under the Land Grant

SC (32):

The Grantee shall throughout the term hereby agreed to be granted permit members of the public on foot or by wheelchairs or with all types of vehicles (if appropriate) (during the operational hours of the West Rail) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through on or over any buildings, structures and erections thereon designated by the Grantee for the purposes of access to and from the Railway Complex.

(II) Provisions under the deed of mutual covenant

Section B definition:
"Railway Complex" means the Railway Station and the Station Carpark collectively as referred to under Special Condition No. (25)(c) of the Government Grant and, for the avoidance of the doubt, the lowest slab at the ceiling (including the water-proofing slab and system and associated protection immediately above) of the Railway Complex situated under the Estate or any part thereof shall form the upper boundary and parts of the Railway Complex, and all foundations, columns, beams and other structural parts of the Railway Complex located below the said upper boundary of the Railway Complex whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Railway Complex. For further avoidance of doubts, the following shall fall outside the boundary of the Railway Complex and shall not form part of the Railway Complex: all the slabs above the said upper boundary of the Railway Complex including all the slabs above the said water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate;

Part II of Second Schedule Clause 4(a) :
4(a) The members of the public shall have the right on foot or by wheelchairs or with all types of vehicles (if appropriate) (during the operational hours of the West Rail) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part of parts of the Estate Common Areas as shall be designated or re-designated by the Manager from time to time for the purpose of access to and from the Railway Complex in accordance with Special Condition No. (32) of the Government Grant.

5. Pedestrian Walkway

Under SC (40)(a) of the Land Grant, the Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide, manage and maintain within the lot and any building or buildings erected or to be erected thereon a pedestrian walkway which shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director so as to link up at such locations and levels as the Director shall approve the Railway Complex, the Government Accommodation, the Proposed Footbridge (as defined in SC (41) of the Land Grant), the ground level of the lot and the pavements at street level adjacent to the lot (which pedestrian walkway is hereinafter referred to as "the Pedestrian Walkway").

(I) Provisions under the Land Grant

SC (40)(a), (b) & (g):

(40)(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide, manage and maintain within the lot and any building or buildings erected or to be erected thereon a pedestrian walkway which shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director so as to link up at such locations and levels as the Director shall approve the Railway Complex, the Government Accommodation, the Proposed Footbridge (as defined in SC (41) of the Land Grant), the ground level of the lot and the pavements at street level adjacent to the lot (which pedestrian walkway is hereinafter referred to as "the Pedestrian Walkway"). The Pedestrian Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall have a clear internal width of 6 metres. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee.

(b) The Grantee shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

(g) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

(II) Provisions under the deed of mutual covenant

Section B definition:
"Pedestrian Walkway" means the pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director linking up the Railway Complex, the Government Accommodation, the Proposed Footbridge, the ground level of the Land and the pavements at street level adjacent to the Land provided within the Land as constructed and provided in accordance with Special Condition No.(40)(a) of the Government Grant and forming part of the Commercial Development and part of the Railway Complex;

"Commercial Development" means and includes those parts of the Estate constructed or to be constructed in accordance with the Approved Plans for commercial or retail use (including the Kindergarten) and the external walls, thereof, the transfer plates (save and except the upper surface thereof facing the Residential Development), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Development and their bona-fide guests, visitors or invitees, the loading and unloading spaces of goods vehicles designated for use by the Commercial Development, the associated driveway and circulation areas, all the slabs of the said parts of the Estate above the upper boundary of the Railway Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Commercial Development or any part thereof, as well as all the finishes of the Commercial Development, the Footbridge Supports and Connections, part of the Pedestrian Walkway, parts of the Pedestrian Link , the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Residential Car Park, the Government Accommodation, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Estate Car Park Common Areas or the Residential Car Park and Residential Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured pink, pink hatched black, pink cross-hatched black on the floor plans and Elevation Plans annexed hereto.

"Railway Complex" means the Railway Station and the Station Carpark collectively as referred to under Special Condition No. (25)(c) of the Government Grant and, for the avoidance of the doubt, the lowest slab at the ceiling (including the water-proofing slab and system and associated protection immediately above) of the Railway Complex situated under the Estate or any part thereof shall form the upper boundary and parts of the Railway Complex, and all foundations, columns, beams and other structural parts of the Railway Complex located below the said upper boundary of the Railway Complex whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Railway Complex. For further avoidance of doubts, the following shall fall outside the boundary of the Railway Complex and shall not form part of the Railway Complex: all the slabs above the said upper boundary of the Railway Complex including all the slabs above the said water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate.

Section E Clause 28:

(a) The Owner of the Commercial Development shall throughout the Term at their own costs and expense keep such part of the Pedestrian Walkway as is or may be constructed within the Commercial Development open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in compliance with Special Condition No.(40) (b) of the Government Grant.

(b) The Owner of the Railway Complex shall throughout the Term at its own costs and expense keep such part of the Pedestrian Walkway as is or may be constructed within the Railway Complex open for use by the public 4 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in compliance with Special Condition No.(40)(b) of the Government Grant.

(c) Notwithstanding anything to the contrary contained in Clause 8 of Section E of this Deed, the whole of the Pedestrian Walkway (including the part within the Railway Complex) shall be maintained and managed by the Owner(s) of the Commercial Development at their own cost and expense.

Part II of the Second Schedule Clause 4(b):

4(b) The public shall have the right to use the Pedestrian Walkway 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in accordance with Special Condition No.(40)(b) of the Government Grant.

6. The Footbridge Supports and Connections

Under SC (41)(a) of the Land Grant, the Grantee shall on or before 30th day of April 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 erect, provide and construct within or outside any building or buildings erected or to be erected on the lot structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director (which structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways and any replacement or substitution thereof are hereinafter collectively referred to as "the Footbridge Supports and Connections") for linking up the lot with the proposed footbridge.

(I) Provisions under the Land Grant

SC (41)(a), (b), (c), (e), (f), (g), (h), (j), (k) & (p):

(41)(a) The Grantee shall on or before the 30th day of April 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 erect, provide and construct within or outside any building or buildings erected or to be erected on the lot structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may be required by the Director (which structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways and any replacement or substitution thereof are hereinafter collectively referred to as "the Footbridge Supports and Connections") for linking up the lot with the proposed footbridge which shall have a minimum clear internal width of 6 metres and may be located at the approximate position as shown and marked "FB1" on the Plan I annexed thereto or at such other position as the Director in his sole discretion shall require or approve (hereinafter referred to as "the Proposed Footbridge").

(b) The Footbridge Supports and Connections shall be constructed at such levels and locations, in such width, with such materials and to such standards, alignment, disposition and designs as may be required or approved by the Director and shall be designed as capable of accepting the loadings of the Proposed Footbridge.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director manage and maintain in the Footbridge Supports and Connections in good and substantial repair and condition.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, agents, contractors, workmen and licensees and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel at all times free of all costs and charges:

(i) the right to connect the Proposed Footbridge to the Footbridge Supports and Connections;
(ii) the right of support and protection for the Proposed Footbridge;
(iii) the right to inspect, repair and maintain the Proposed Footbridge and to carry out any works which the Director in his sole discretion considers necessary in connection with the Proposed Footbridge; and
(iv) the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon with or without motor vehicles, tools, equipment, plant or machinery for the purposes of sub-clauses (e)(i) and (e)(iii) of this Special Condition.

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (48)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridge or any replacement thereof referred to in sub-clause (k) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) The Grantee acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Proposed Footbridge will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee or to any person for any claim, loss or damage howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridge will not be constructed in the future.

(h) The Grantee shall throughout the term hereby agreed to be granted at all times and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public or all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass though such part or parts of the lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in sub-clause (k) of this Special Condition.

(j) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Supports and Connections or any part thereof are required to be demolished, the Grantee shall, within such time limit specified by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new structural supports, connections, columns, openings and landings or such part thereof together with such escalators, lifts, ramps and stairways at such levels and locations, in such width, with such materials and of such design, standard, alignment and disposition, as the Director shall approve or require. All reference to "Footbridge Supports and Connections" in these Conditions shall be deemed to refer to the said new structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways.

(k) In the event of the demolition of the Proposed Footbridge or any part thereof and a new footbridge or such part thereof is to be constructed to replace the same, the Government, its officers, agents, contractors, workmen and licensees and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel shall at all times and free of all costs and charges have the same rights as set out in sub-clauses (e)(i), (e)(ii), (e)(iii) and (e)(iv) of this Special Condition in relation to such new footbridge or such part thereof.

(p) For the purpose of this Special Conditions, the expression "Grantee" shall exclude F.S.I.

(II) Provisions under the deed of mutual covenant

Section B definition:
"Footbridge Supports and Connections" means those structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways and any replacement or substitution thereof erected, provided and constructed within the Development in accordance with Special Condition No.(41)(a) of the Government Grant for linking up the Land with the Proposed Footbridge;

"Commercial Development" means and includes those parts of the Estate constructed or to be constructed in accordance with the Approved Plans for commercial or retail use (including the Kindergarten) and the external walls, thereof, the transfer plates (save and except the upper surface thereof facing the Residential Development) (which for identification purpose only as shown and coloured pink on the Elevation Plans annexed hereto), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Development and their bona-fide guests, visitors or invitees, the loading and unloading spaces of goods vehicles designated for use by the Commercial Development, the associated driveway and circulation areas, all the slabs of the said parts of the Estate above the upper boundary of the Railway Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Commercial Development or any part thereof, as well as all the finishes of the Commercial Development, the Footbridge Supports and Connections, Pedestrian Walkway, parts of the Pedestrian Link , the external surface of the parapet wall of the podium (which for identification purpose only as shown and coloured pink on the Elevation Plans annexed hereto) but excluding those parts forming parts of the Residential Development, the Residential Car Park, the Government Accommodation, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Estate Car Park Common Areas or the Residential Car Park and Residential Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured pink, pink hatched black, pink cross-hatched black on the floor plans and Elevation Plans annexed hereto.

"Proposed Footbridge" means the proposed footbridge located at the approximate position as shown and marked "FBI" on the Plan I annexed to the Government Grant or at such other position as the Director in his sole discretion shall require and approve as referred to under Special Condition No. (41)(a) of the Government Grant.

Part II of Second Schedule Clause 4(c)

4 (c) The public shall have the right at all times and during the existence of the Proposed Footbridge for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass the repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the Estate Common Areas as shall be designated or re-designated by the Manager from time to time and such part or parts of the Commercial Development as shall be designed or re-designated by the Owner of the Commercial Development from time to time as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof in accordance with Special Condition No.(41)(h) of the Government Grant.

Third Schedule Clause 1(ar)

1 Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to this Deed, the rights easements and privileges reserved to FSI as the Owner of Government Accommodation in this Deed and the Government Grant, the rights granted to and reserved by the Owner of the Railway Complex set out in Clause 3 of Part I of the Second Schedule to this Deed and the rights granted to and reserved by KCRC as Owner of the Railway Complex under the Non-Railway Portion Assignment and the rights granted to the Owner(s) of the Commercial Development under Clause 6 of Part I of the Second Schedule to this Deed, an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (p), (t), (w) and (ac) to (ak) with the previous written consent of the Manager which consent may be granted, withheld or granted subject to conditions at its absolute discretion),:

(ar) use or permit or suffer to be used by any part of the Footbridge Supports and Connections which form parts of the Commercial Development, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

B. Information on any 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

See A above.

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

Not applicable

D. Information on any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of the regulation 22(1) of the Building (Planning) Regulations (Cap. 124 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 or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in paragraphs B and C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the development, 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.

Remarks:

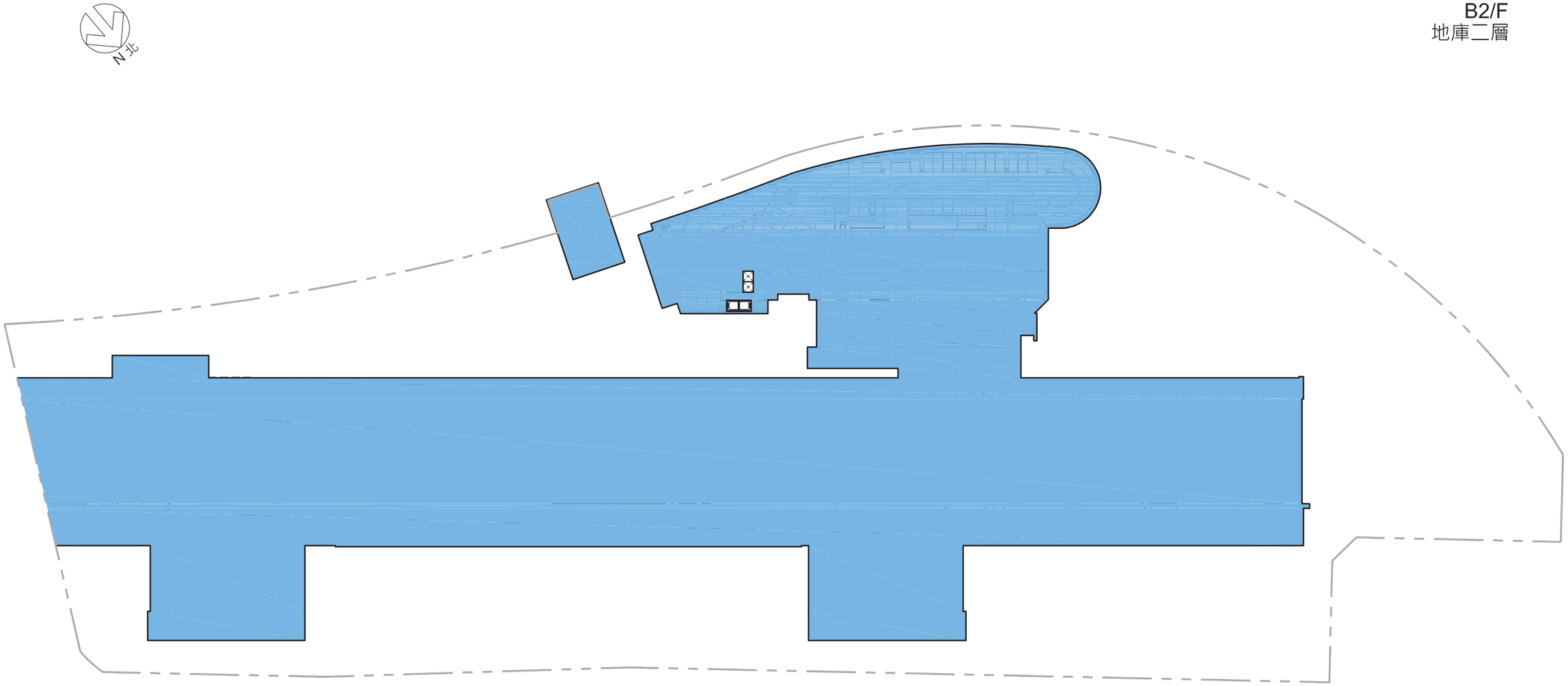
(1) Regarding the expense relating to the Pedestrian Walkway (which forms part of the Commercial Development of the Development and part of the Railway Complex of the Development), please refer to Clause 28, Section E of the deed of mutual covenant of the Development set out in A5(II) above.

(2) The Footbridge Supports and Connections form part of the Commercial Development of the Development. Under the deed of mutual covenant of the Development, the owner of the Commercial Development shall at its own expense keep the Commercial Development in good and substantial repair and condition.

Plans showing the location of the Green Areas, the Yellow Area and the Yellow Hatched Black Area, the Government Accommodation, the Access to the Railway Complex by the public, the Pedestrian Walkway and the Footbridge Supports and Connections as far as it is practicable to do so is appended hereto at the end of this section.

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

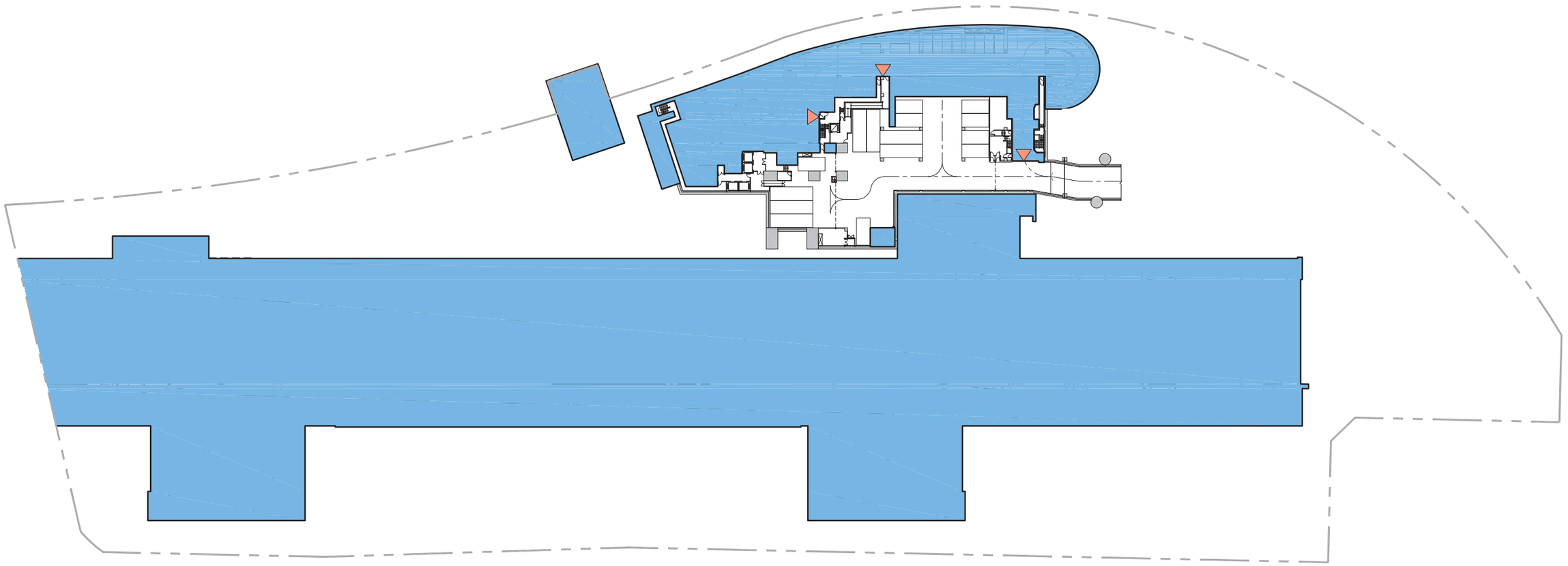
- 綠色範圍 the Green Areas
- 黃色範圍 the Yellow Area
- 黃色間黑斜線範圍 the Yellow Hatched Black Area
- 粉紅色加黑點範圍 the Pink Stippled Black Area
- 粉紅色間黑斜線加黑點範圍 the Pink Hatched Black Stippled Black Area



鐵路綜合設施
Station Complex

北N

B1/F
地庫一層



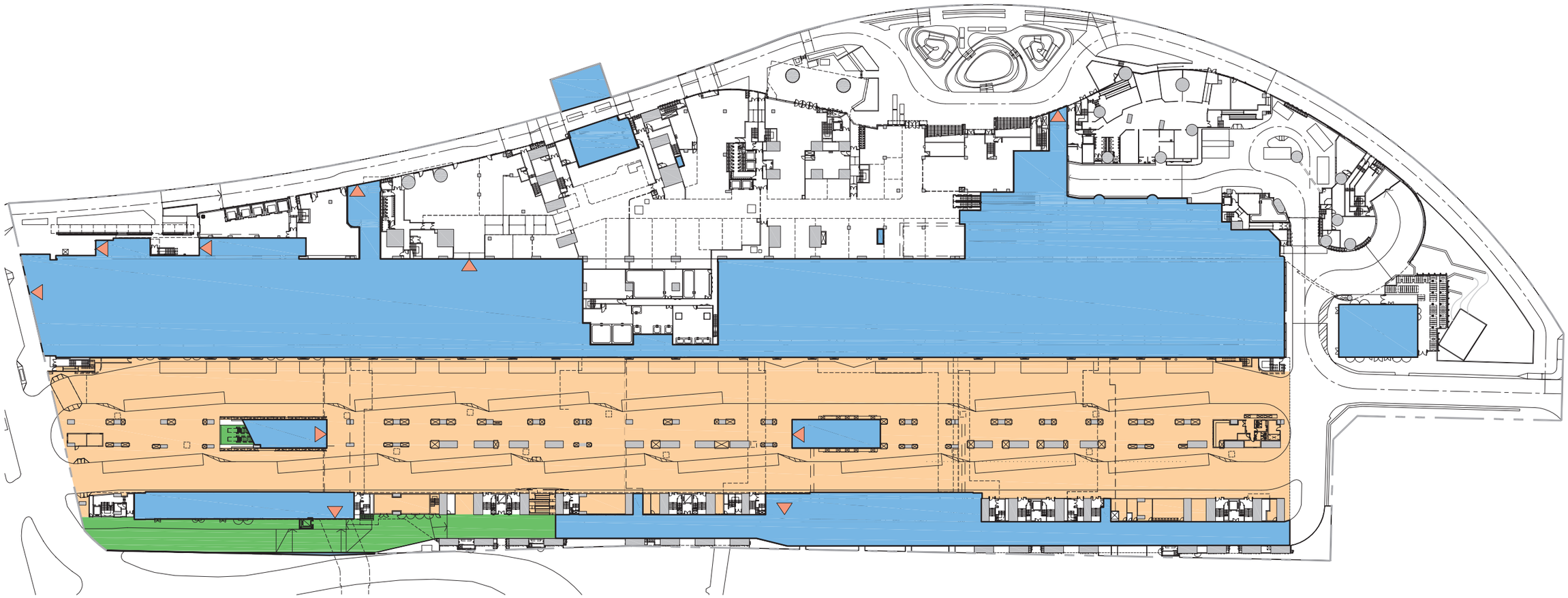
鐵路綜合設施
Station Complex

通行鐵路綜合設施出入口
Entrance and Exit for Accessing Station Complex

0 10 20 30 40 50
0 M(米) Scale(比例) 50 M(米)

N 北

G/F (MTR FLOOR)
地下 (港鐵層)



政府樓宇 (公共交通交匯處)
Government Accommodation (Public Transport Interchange)

鐵路綜合設施
Station Complex

行人通道
Pedestrian Walkway

通行鐵路綜合設施出入口
Entrance and Exit for Accessing Station Complex

0 10 20 30 40 50
0 M(米) Scale(比例) 50 M(米)