

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

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. Green Area and Green Stippled Black Area

Under Special Condition No.(4)(a)(i) of the Land Grant, the Grantee shall within 84 calendar months from the date of Land Grant, or such other extended periods as may be approved by the Director of Lands (“the Director”), lay and form the Green Area (as defined in the Land Grant) and provide and construct the Green Area Structures (as defined in the Land Grant) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve.

Under Special Condition No.(4)(a)(ii) of the Land Grant, the Grantee shall within 84 calendar months from the date of Land Grant, or such other extended periods as may be approved by 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.

Under Special Condition No.(4)(a)(iii) of the Land Grant, the Grantee shall on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), lay and form the Green Stippled Black Area (as defined in the Land Grant) and provide and construct the Green Stippled Black Area Structures (as defined in the Land Grant) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve.

Under Special Condition No.(4)(a)(iv) of the Land Grant, the Grantee shall on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Relevant Provisions under the Land Grant

Special Conditions No.(4)(a)

“(4)(a) The Grantee shall:

- (i) within 84 calendar months from the date of this Agreement, or such other extended periods 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 annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Area Structures”)so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) within 84 calendar months from the date of this Agreement, or such other extended periods 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) on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), 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 stippled black on the plan annexed hereto (hereinafter referred to as “the Green Stippled Black Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Stippled Black Area Structures”)
- so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area;
- (iv) on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (v) maintain at his own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area or any part or parts thereof have been re-delivered in accordance with Special Condition No.(5) hereof.”

Special Conditions No.(5)

- “(5)(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area and the Green Stippled Black Area.
- (b) The Green Stippled Black Area shall be re-delivered to the Government on demand on the 31st day of March 2016 or such other later date as specified in a letter by the Director for the construction of Tsuen Wan Road and its future extension^(Note 2). For the purpose of these Conditions, "Tsuen Wan Road and its future extension" means "Tsuen Wan Road and Tsuen Wan Bypass Project".
- (c) Subject to sub-clause (b) of this Special Condition, the Green Area and the Green Stippled Black Area or part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Area and the Green Stippled 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. The Grantee shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area or any part or parts thereof allow free access over and along the Green Area and the Green Stippled Black Area 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.(4) hereof or otherwise.”

Special Conditions No.(6)

- “(6)The Grantee shall not without the prior written consent of the Director use the Green Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(4) hereof.”

Special Conditions No.(7)(a)

- “(7)(a) The Grantee shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area or any part or parts thereof :

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (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, the Green Area and the Green Stippled 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.(4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(b) hereof and any other works which the Director may consider necessary in the Green Area and the Green Stippled 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 and through the lot, the Green Area and the Green Stippled 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 Green Area and the Green Stippled 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 relating to any of the aforesaid works to be carried out within the Green Area and the Green Stippled Black Area or any part or parts thereof;
- (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 Green Area and the Green Stippled 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 Green Area and the Green Stippled Black Area or any part or parts thereof; and
- (iv) permit the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him the right of ingress, egress and regress to, from and through the lot, the Green Area and the Green Stippled Black Area or any part or parts thereof (upon giving not less than fourteen days' prior written notice except in case of emergency) for the purposes of carrying out any works on adjoining land or neighbouring land or premises in relation to the construction, inspection and maintenance of Tsuen Wan Road and its future extension. For the avoidance of doubt, the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him shall not carry out works in relation to Tsuen Wan Road and its future extension within the Green Stippled Black Area while it is under possession of the Grantee.”

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Green Area and Green Stippled Black Area” means those areas or portions of the Land as coloured “Green” and “Green Stippled Black” respectively on the plan annexed to the Government Grant.”

Clause 15, Section E (Obligations of Owners)

“(a) The Owners shall at their own expense maintain the Green Area and Green Stippled Black Area together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(4)(a)(v) of the Government Grant until such time as possession of the Green Area and Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(5) of the Government Grant.

- (b) The Owners shall at all reasonable times while the First Owner is in possession of the Green Area and Green Stippled Black Area permit the Government, Director, the Director of Civil Engineering and Development, the Water Authority, public utilities, their respective officers, contractors and any other persons authorized by them to enter the Land and the Green Area and Green Stippled Black Area for inspection and carrying out works or such other purpose in accordance with Special Condition No.(7)(a) of the Government Grant.”

Clause 1(b)(xv), Section I (Powers and Duties of the Manager)

“To permit the Director, the Director of Civil Engineering and Development, the Government and public utilities company and the officer of Water Authority and their authorized persons, officers and contractors to enter into the Land and the Green Area and Green Stippled Black Area and provide access for the ingress, egress and regress to, from and through the Land and the Green Area and Green Stippled Black Area as may be required for the purpose of inspecting, checking, supervising and carrying out any works in relation to the laying and maintenance of all pipes, wires, conduits, cable ducts and other conducting media and ancillary equipment, forming public roads, structures thereon or therein and waterworks installation or for the purpose of the operation, maintenance, repairing, replacement and alteration of such works within the Green Area and Green Stippled Black Area.”

Note 1: Pursuant to an Extension Letter issued by the Director of Lands dated 29 January 2014 (“the Extension Letter”), the date for fulfillment of the Grantee’s obligation in respect of the Green Stippled Black Area under Special Condition Nos.(4)(a)(iii) and (4)(a)(iv) of the Land Grant has been extended to the 30th day of April 2018 or such earlier date as shall be specified in a letter by the Director of Lands giving to the Grantee not less than eighteen calendar months prior to such earlier date.

Note 2: The Extension Letter further stipulates that notwithstanding the re-delivery date as mentioned in Special Condition No.(5)(b) of the Land Grant, the Green Stippled Black Area shall be re-delivered to the Government on demand on the date(s) to be specified in a letter or letters by the Director of Lands subject always to the deemed re-delivery as mentioned in Special Condition No.(5)(c) of the Land Grant.

Note 3: Pursuant to an Approval Letter issued by the Director of Lands dated 3 January 2019, the time limit for the fulfillment of the Grantee's obligations in respect of the Green Stippled Black Area under Special Conditions Nos.(4)(a)(iii) and (4)(a)(iv) of the Land Grant has been further extended to 31 December 2018.

2. Reprovision of Facilities on Edged Red Area and Edged Green Area

Under Special Condition No.(8)(a)(i) of the Land Grant, the Grantee shall on or before the 31st day of March 2016 or such other date as may be approved by the Director^(Notes 4, 6) design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with the Land Grant, the Technical Schedules annexed to the Land Grant (“the Technical Schedules”) and the plans approved under Special Condition No.(12) of the Land Grant the Reprovision PTI (as defined in the Land Grant) on the Edged Red Area (as defined in the Land Grant).

Under Special Condition No.(8)(a)(ii) of the Land Grant, the Grantee shall within 36 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director, design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with the Land Grant, the Technical Schedules and the plans approved under Special Condition No.(12) of the Land Grant the Reprovision RCP (as defined in the Land Grant) on the Edged Green Area (as defined in the Land Grant).

Relevant Provisions under the Land Grant

Special Conditions No.(8)(a)

“(8)(a) The Grantee shall:

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (i) on or before the 31st day of March 2016 or such other date as may be approved by the Director^(Notes 4, 6), at his own expense and in all respects to the satisfaction of the Commissioner for Transport and the Director design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with these Conditions, the Technical Schedules annexed hereto (hereinafter referred to as “the Technical Schedules”) and the plans approved under Special Condition No.(12) hereof a public transport interchange (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may determine whose determination shall be conclusive and binding on the Grantee) (hereinafter referred to as “the Reprovision PTI”) on the area shown coloured edged red on the plan annexed hereto (hereinafter referred to as “the Edged Red Area”);
- (ii) within 36 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene and the Director design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with these Conditions, the Technical Schedules and the plans approved under Special Condition No.(12) hereof a refuse collection point (hereinafter referred to as the “the Reprovision RCP”) with a net operational floor area of not less than 446 square metres on the area shown coloured edged green on the plan annexed hereto (hereinafter referred to as “the Edged Green Area”); and
- (iii) at his own expense uphold, manage, maintain, clean and repair the Edged Red Area and the Edged Green Area together with all structures and services provided and installed thereon or therein in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Edged Red Area and the Edged Green Area together with all structures and services provided and installed thereon or therein shall be delivered to the Government in accordance with Special Condition No.(9)(b) hereof.”

Special Conditions No.(9)

- “(9)(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(8)(a) hereof, the Grantee shall on the date of this Agreement be granted possession of the Edged Green Area and the possession of Edged Red Area or any part or parts thereof shall be granted to the Grantee on a date or dates to be specified in a letter or letters from the Director.
- (b) (i) The Edged Red Area together with the Reprovision PTI in respect of which a certificate of completion shall have been issued under Special Condition No.(16)(b) hereof shall be re-delivered to the Government on demand on the 31st day of March 2016 or such other later date as may be approved by the Director with vacant possession^(Note 5), free of cost and consideration and free of incumbrances at the expense of the Grantee for the construction of Tsuen Wan Road and its future extension or such other purpose as the Government may see fit and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
 - (ii) The Edged Green Area together with the Reprovision RCP in respect of which a certificate of completion shall have been issued under Special Condition No.(16)(b) hereof shall be re-delivered to the Government on demand within 36 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director with vacant possession, free of cost and consideration and free of incumbrances at the expense of the Grantee and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.”

Special Conditions No.(10)

- “(10)(a) The Grantee shall not without the prior written consent of the Director use the Edged Red Area for the purpose of storage or for the erection of any temporary structure (except those temporary structures for the purpose of carrying out works specified in Special Condition No.(36)(a) hereof) or for any purposes other than the carrying out of the works specified in Special Condition No.(8)(a) hereof.
- (b) The Grantee shall not without the prior written consent of the Director use the Edged Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(8)(a) hereof.”

Special Conditions No.(11)

- “(11)(a) Without prejudice to sub-clause (b) of this Special Condition, the Grantee shall at all reasonable times while he is in the possession of the Edged Red Area and the Edged Green Area or any part or parts thereof :
- (i) permit the Director, the Commissioner for Transport, the Director of Food and Environmental Hygiene, their officers, contractors and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot, the Edged Red Area and the Edged Green 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.(8)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(8)(b) hereof and any other works which the Director may consider necessary in the Edged Red Area and the Edged Green 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 and through the lot, the Edged Red Area and the Edged Green 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 Edged Red Area and the Edged Green 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 relating to any of the aforesaid works to be carried out within the Edged Red Area and the Edged Green 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 Edged Red Area and the Edged Green 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 Edged Red Area and the Edged Green Area or any part or parts thereof.
- (b) The Grantee shall while he is in possession of the Edged Red Area :
- (i) permit the Director of Civil Engineering and Development, 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 Edged Red Area or any part or parts thereof for the purposes of carrying out any works on adjoining land or neighbouring land or premises in relation to the construction, inspection and maintenance of the Tsuen Wan Road and its future extension. For the avoidance of doubt, the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him shall not carry out works in relation to Tsuen Wan Road and its future extension within the Edged Red Area while it is under possession of the Grantee;

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

- (ii) allow free and unobstructed use by the public of the Tsuen Wan Road and its future extension situated over and above the Edged Red Area; and
 - (iii) allow free access over and along the Edged Red Area or any 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.(8)(a) hereof or otherwise.”
- Special Conditions No.(19)
- “(19)(a) Without prejudice to the provisions of Special Condition No.(17) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(17)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Reprovision PTI and the Reprovision RCP and the building services installations therefor.
- (b) For the purpose of Special Condition Nos. (8) to (19) hereof, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) hereof.”

Relevant Provisions under the Deed of Mutual Covenant
Nil

- Note 4: Pursuant to the Extension Letter, the date for fulfillment of the Grantee’s obligation in respect of the Edged Red Area under Special Condition No.(8)(a)(i) of the Land Grant has been extended to the 30th day of April 2018 or such earlier date as shall be specified in a letter by the Director of Lands giving to the Grantee not less than eighteen calendar months prior to such earlier date.*
- Note 5: The Extension Letter further stipulates that notwithstanding the re-delivery date as mentioned in Special Condition No.(9)(b)(i) of the Land Grant, the Edged Red Area together with the Reprovision PTI shall be re-delivered to the Government on demand on the date(s) to be specified in a letter or letters by the Director of Lands subject always to the deemed re-delivery as mentioned in Special Condition No.(9)(b)(i) of the Land Grant.*
- Note 6: Pursuant to an Approval Letter issued by the Director of Lands dated 3 January 2019, the time limit for the fulfillment of the Grantee's obligations in respect of the Edged Red Area under Special Condition No.(8)(a)(i) of the Land Grant has been further extended to 31 December 2018.*

3. Temporary Public Transport Interchange

Under Special Condition No.(27)(a) of the Land Grant, the Grantee shall within such time limit as shall be specified by the Director design, erect, construct, provide, complete and make fit for occupation and operation and thereafter maintain the Temporary PTI (as defined in the Land Grant) within the lot or the Edged Red Area (as defined in the Land Grant) or such other location or locations in such manner with such materials and to such standards, levels, alignment and design as shall be required and approved by the Commissioner for Transport.

Relevant Provisions under the Land Grant
Special Conditions No.(27)

- “(27)(a) The Grantee shall within such time limit as shall be specified by the Director at the Grantee's own expense and in all respects to the satisfaction of the Commissioner for Transport design, erect, construct, provide, complete and make fit for occupation and operation and thereafter maintain a temporary public transport interchange with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections) within

- the lot or the Edged Red Area or such other location or locations, in such manner with such materials and to such standards, levels, alignment and design as shall be required and approved by the Commissioner for Transport (hereinafter referred to as “the Temporary PTI”).
- (b) The Temporary PTI shall remain in operation for public use until the Reprovision PTI has been completed and made fit for occupation and operation and is open for public use in accordance with these Conditions or until such other date as may be approved by the Director.
- (c) The Temporary PTI shall not be used for any other purposes other than for the purposes of the unrestricted use by the public as green minibus terminus and taxi pick up/drop off area.
- ...
- (e) The Grantee shall allow unrestricted and free access to the Temporary PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.
- ...
- (h) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, expenses, damages, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the carrying out, performance or fulfillment of his obligations under this Special Condition.
- (i) For the purpose of sub-clause (a) of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) hereof.”

Relevant Provisions under the Deed of Mutual Covenant
Nil

4. Temporary Public Carpark

Under Special Condition No.(28)(a)(i) of the Land Grant, the Grantee shall within 18 calendar months from the respective dates on which possession of the Stippled Blue Area and the Hatched Blue Areas (as defined in the Land Grant) is granted in accordance with Special Condition No.(28)(e)(i) of the Land Grant or such other extended periods as may be approved in writing by the Director, design, erect, construct, complete and make fit for occupation and operation the Temporary Public Carpark in such manner with such materials and to such standards, levels, alignment and design as the Commissioner for Transport and the Director shall approve.

Relevant Provisions under the Land Grant
Special Conditions No.(28)

- “(28)(a) The Grantee shall:
- (i) within 18 calendar months from the respective dates on which possession of the area shown coloured stippled blue and the areas shown coloured hatched blue on the plan annexed hereto (hereinafter referred to as "the Stippled Blue Area" and "the Hatched Blue Areas" respectively) is granted in accordance with sub-clause (e)(i) of this Special Condition or such other extended periods as may be approved in writing by the Director, at his own expense and in all respects to the satisfaction of the Commissioner for Transport and the Director design, erect, construct, complete and make fit for occupation and operation in such manner with such materials and to such standards, levels, alignment and design as the Commissioner for Transport and the Director shall approve a temporary public carpark (including the provision and construction of such culverts, viaducts, sewers, drains, pavements, stairs,

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

platform, street lights, building services installations and system or such other facilities or structures as the Commissioner for Transport and the Director in their sole discretion may determine whose determination shall be conclusive and binding on the Grantee) within the Stippled Blue Area and the Hatched Blue Areas (hereinafter referred to as “the Temporary Public Carpark”); and

- (ii) at his own expense uphold, operate, manage, maintain, clean and repair the Temporary Public Carpark in good substantial repair and condition in all respects to the satisfaction of the Commissioner for Transport and the Director until such time as possession of the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (e) of this Special Condition.

...

- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the carrying out, performance or fulfillment of his obligations under sub-clause (a) of this Special Condition.

- (e) (i) For the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall on the date of this Agreement be granted possession of the Stippled Blue Area. The possession of Hatched Blue Areas shall be granted to the Grantee on a date to be specified in a letter from the Director.

- (ii) The Stippled Blue Area or any part or parts thereof shall be re-delivered by the Grantee to the Government on demand on or before the 31st day of December 2016 or such other later date as specified in writing by the Director without any payment or compensation to the Grantee and in any event the Stippled Blue 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.

- (iii) The Hatched Blue Areas or any part or parts thereof shall be re-delivered by the Grantee to the Government on demand on a date or dates as specified in writing by the Director without any payment or compensation to the Grantee and in any event the Hatched Blue 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.

- (iv) The Grantee shall, if so required by the Director, at his own expense before re-delivering the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof reinstate and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof (irrespective of whether they were erected or installed by the Grantee) but excluding structures and foundation of the Tsuen Wan Road and its future extension, make good and repair in a proper and workmanlike manner any damage to the Stippled Blue Area and the Hatched Blue Areas and thereafter landscape the Stippled Blue Area and the Hatched Blue Areas in all respects to the satisfaction of the Director.

- (f) (i) The Grantee shall not without the prior written consent of the Director use the Stippled Blue Area, the Hatched Blue Areas or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any other purposes other than carrying out the works specified in sub-clause (a) of this Special Condition or a temporary public carpark.

- (ii) The Grantee shall after completion of the works referred to in sub-clause (a) of this Special Condition

in all respects to the satisfaction of the Director and while he is in possession of the Stippled Blue Area and the Hatched Blue Areas keep the Temporary Public Carpark open for use by the public for the purposes of a temporary public carpark before the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof have been re-delivered to the Government in accordance with sub-clauses (e) (ii) and (e)(iii) of this Special Condition.

- (g) The Grantee shall at all reasonable times while he is in possession of the Stippled Blue Area and the Hatched Blue 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 and from the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition and any other works which the Director may consider necessary in the Stippled Blue Area and the Hatched Blue Areas 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 and through the lot, the Stippled Blue Area and the Hatched Blue 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 Stippled Blue Area and the Hatched Blue 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 Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof;

- (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 Stippled Blue Area and the Hatched Blue 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 Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof;

- (iv) (I) permit the Director of Civil Engineering and Development, its officers, contractors and any other persons authorized by him the right of ingress, egress and regress to, from and through the lot, the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof for the purposes of carrying out any works on adjoining land or neighbouring land or premises in relation to the construction, inspection and maintenance of the Tsuen Wan Road and its future extension. For the avoidance of doubt, the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him shall not carry out works in relation to Tsuen Wan Road and its future extension within the Stippled Blue Area and the Hatched Blue Areas while they are under possession of the Grantee; and

- (II) allow free and unobstructed use by the public of the Tsuen Wan Road and its future extension situated over and above the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof.

...

- (i) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) hereof.”

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

Relevant Provisions under the Deed of Mutual Covenant	
Nil	
5. Public Carpark	
Under Special Condition No.(42)(a)(i) of the Land Grant, the Grantee shall within 84 calendar months from the date of the Land Grant, or such other extended periods as may be approved by the Director, design, erect, construct and provide the Public Carpark within the lot in a good workmanlike manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Conditions in the Land Grant.	
Relevant Provisions under the Land Grant	
Special Conditions No.(42)	
“(42)(a) (i) The Grantee shall within 84 calendar months from the date of this Agreement, or such other extended periods as may be approved by the Director, at his own expenses and in all respects to the satisfaction of the Director design, erect, construct and provide a fee-paying car park for public use at all times on an hourly, daily or other bases together with adequate means of access and circulation spaces (which car park is hereinafter referred to as “the Public Carpark”) within the lot in a good workmanlike manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with these Conditions.	
(ii) The Public Carpark shall contain	
(I) 100 covered spaces or such number of spaces as may be approved by the Director for the parking of motor vehicles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and	
(II) 13 covered spaces or such number of spaces as may be approved by the Director for the parking of motor cycles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.	
(iii) The spaces provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.	
(b)(i) Out of the spaces provided under sub-clause (a)(ii)(I) of this Special Condition, 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 rate of not less than one space out of the spaces provided in accordance with sub-clause (a)(ii)(I) of this Special Condition or such other number of space as may be approved by the Director.	
(ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.	
(iii) The spaces provided under (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of the motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, 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) Save and except for the purpose of a building mortgage referred to in Special Condition No.(39)(a)(iv) hereof and the assignment made under Special Condition No.(39)(b) hereof and subject to the provisions	

contained in sub-clause (a) hereof, the Grantee shall not assign, mortgage, charge, part with the possession of or otherwise dispose of any portion or portions of the building or buildings designed and intended to be used solely for the purpose of the Public Carpark or any interest therein or enter into any agreement so to do except as a whole.
(f) The Grantee shall, after the completion of the Public Carpark, at his own expense open and commence to operate the Public Carpark, and throughout the term hereby agreed to be granted, continue to operate, manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.”
Relevant Provisions under the Deed of Mutual Covenant
Section B (Definitions)
““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”
““Public Carpark” means the fee-paying carpark for public use constructed or to be constructed within the Land in such manner, with such materials and to such standard, levels, alignment and designs as may be required or approved by the Director in accordance with Special Condition (42)(a) of the Government Grant forming part of the Commercial Development.”
Clause 8(f), Section C (Rights of Owners)
“The Owner of the Public Carpark shall not assign, mortgage, charge, part with the possession of or otherwise dispose of any portion or portions of the Public Carpark or any interest therein or enter into any agreement so to do except as a whole.”
Clause 23, Section E (Obligations of Owners)
“The Owner of the Public Carpark shall after its completion at his own expenses open and operate the Public Carpark and throughout the Term continue to operate and manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.”
6. Pedestrian Walkway

Under Special Condition No.(35)(a) of the Land Grant, the Grantee shall design, provide and thereafter manage and maintain within the lot and any building or buildings erected or to be erected thereon the Pedestrian Walkway (as defined in the Land Grant).

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

Relevant Provisions under the Land Grant

Special Conditions No.(35)

- “(35)(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter 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 the Covered Footbridges (as defined in Special Condition No.(36)(a)(i) hereof), 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 escalators, passenger lifts, staircases, ramps and other structures) shall have a clear internal width of not less than 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 upon 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.
- (c) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the provision, management and maintenance of the Pedestrian Walkway.
- (d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway or any part or parts thereof to the public for the right of passage.”

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”

““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 constructed or to be constructed within the Land or any building or buildings erected or to be erected thereon in accordance with Special Condition (35)(a) of the Government Grant.”

Clause 21(b), Section E (Obligations of Owners)

“The Owners of the Commercial Development shall, at their own expense, be responsible for managing and maintaining parts of the completed Pedestrian Link which form parts of the Commercial Development, the Pedestrian Walkway and the Covered Footbridges in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c), (35)(a) and (36)(e) of the Government Grant respectively.”

Clause 2(b), Part II, Second Schedule (Exceptions and Reservations)

“The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link, the Pedestrian Walkway or the Covered Footbridges. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts or the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.”

Clause 5, Part II, Second Schedule (Exceptions and Reservations)

“The right for all members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway.”

7. Covered Footbridges

Under Special Condition No.(36)(a)(i) of the Land Grant, the Grantee shall within 84 calendar months from the date of the Land Grant, or such other extended periods as may be approved by the Director, erect, provide and construct the Covered Footbridges (as defined in the Land Grant) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridges) as shall be required or approved by the Director.

Relevant Provisions under the Land Grant

Special Conditions No.(36)

- “(36)(a)(i) The Grantee shall within 84 calendar months from the date of this Agreement, or such other extended periods 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 five single storey covered footbridges in the approximate positions shown and marked "FB1", "FB2", "FB3", "FB4" and "FB5" on the plan annexed hereto (hereinafter respectively referred to as "FB1", "FB2", "FB3", "FB4" and "FB5" and collectively referred to as “the Covered Footbridges”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridges) as shall be required or approved by the Director. The Covered Footbridges shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.

...

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

- (c)(i) The Covered Footbridges shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall open the covered footbridges "FB2", "FB3", "FB4" and "FB5" 24 hours a day and open the covered footbridge "FB1" at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridges.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridges.
- (e) Notwithstanding anything to the contrary contained in these Conditions, throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Covered Footbridges, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.
- ...
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridges to the public for the right of passage."

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”

““Covered Footbridges” means the five single storey covered footbridges in the approximate positions shown and marked “FB1”, “FB2”, “FB3”, “FB4” and “FB5” on the plan annexed to the Government Grant (each of which

referred to as “FB1”, “FB2”, “FB3”, “FB4” and “FB5” respectively) together with all supports and connections constructed or to be constructed in accordance with Special Condition (36)(a) of the Government Grant.”

Clause 21(b), Section E (Obligations of Owners)

“The Owners of the Commercial Development shall, at their own expense, be responsible for managing and maintaining parts of the completed Pedestrian Link which form parts of the Commercial Development, the Pedestrian Walkway and the Covered Footbridges in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c), (35)(a) and (36)(e) of the Government Grant respectively.”

Clause 4(g), Part I, Second Schedule (Rights, Easements and Privileges applicable to the Owners of the Commercial Development)

“The right for the Owner of the Commercial Development for so long as it remains the sole Owner thereof to maintain the Covered Footbridges and to make alteration, addition and/or improvement to the Covered Footbridges without the concurrence or consultation or approval of any Owner or other person having an interest in the Development or any part thereof, but nothing herein shall absolve the Owner of Commercial Development from obtaining the prior written consent of the Government.”

Clause 2(b), Part II, Second Schedule (Exceptions and Reservations)

“The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link, the Pedestrian Walkway or the Covered Footbridges. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts or the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.”

Clause 4, Part II, Second Schedule (Exceptions and Reservations)

- “(a) The right for all the members of the public at all times during 24 hours a day during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down FB2 or FB3 or FB4 or FB5 as referred to in Special Condition No.(36)(c)(iv) of the Government Grant.
- (b) The right for all the members of the public at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down FB1 as referred to in Special Condition No.(36)(c)(iv) of the Government Grant.”

Clause 3, Third Schedule (Restrictions and Prohibitions)

“No Owner shall use or permit or suffer to be used any part of the Covered Footbridges either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.”

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

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 Development

1. Green Area and Green Stippled Black Area

Under Special Condition No.(4)(a)(v) of the Land Grant, the Grantee shall maintain the Green Area and the Green Stippled Black Area together with the Green Area Structures and the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area and the Green Stippled Black Area or any part or parts thereof have been redelivered in accordance with Special Condition No.(5) of the Land Grant.

Relevant Provisions under the Land Grant

Special Conditions No.(4)(a)

“(4)(a) The Grantee shall:

- (i) within 84 calendar months from the date of this Agreement, or such other extended periods 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 annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Area Structures”)

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

- (ii) within 84 calendar months from the date of this Agreement, or such other extended periods 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) on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), 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 stippled black on the plan annexed hereto (hereinafter referred to as “the Green Stippled Black Area”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Stippled Black Area Structures”)

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

- (iv) on or before the 31st day of March 2016, or such other date as may be approved by the Director^(Notes 1, 3), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (v) maintain at his own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area or any part or parts thereof have been re-delivered in accordance with Special Condition No.(5) hereof.”

Special Conditions No.(5)

- “(5)(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area and the Green Stippled Black Area.
- (b) The Green Stippled Black Area shall be re-delivered to the Government on demand on the 31st day of March 2016 or such other later date as specified in a letter by the Director for the construction of Tsuen Wan Road and its future extension^(Note 2). For the purpose of these Conditions, "Tsuen Wan Road and its future extension" means "Tsuen Wan Road and Tsuen Wan Bypass Project".
- (c) Subject to sub-clause (b) of this Special Condition, the Green Area and the Green Stippled Black Area or part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Area and the Green Stippled 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. The Grantee shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area or any part or parts thereof allow free access over and along the Green Area and the Green Stippled Black Area 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.(4) hereof or otherwise.”

Special Conditions No.(6)

- “(6) The Grantee shall not without the prior written consent of the Director use the Green Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(4) hereof.”

Special Conditions No.(7)(a)

- “(7)(a) The Grantee shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area 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, the Green Area and the Green Stippled 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.(4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(b) hereof and any other works which the Director may consider necessary in the Green Area and the Green Stippled 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 and through the lot, the Green Area and the Green Stippled 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 Green Area and the Green Stippled Black Area or any part or parts thereof or any adjoining land including but not limited

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

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 Area and the Green Stippled Black Area or any part or parts thereof;

- (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 Green Area and the Green Stippled 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 Green Area and the Green Stippled Black Area or any part or parts thereof; and
- (iv) permit the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him the right of ingress, egress and regress to, from and through the lot, the Green Area and the Green Stippled Black Area or any part or parts thereof (upon giving not less than fourteen days' prior written notice except in case of emergency) for the purposes of carrying out any works on adjoining land or neighbouring land or premises in relation to the construction, inspection and maintenance of Tsuen Wan Road and its future extension. For the avoidance of doubt, the Director of Civil Engineering and Development, his officers, contractors and any other persons authorized by him shall not carry out works in relation to Tsuen Wan Road and its future extension within the Green Stippled Black Area while it is under possession of the Grantee.”

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Green Area and Green Stippled Black Area” means those areas or portions of the Land as coloured “Green” and “Green Stippled Black” respectively on the plan annexed to the Government Grant.”

Clause 15, Section E (Obligations of Owners)

- “(a) The Owners shall at their own expense maintain the Green Area and Green Stippled Black Area together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(4)(a)(v) of the Government Grant until such time as possession of the Green Area and Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(5) of the Government Grant.
- (b) The Owners shall at all reasonable times while the First Owner is in possession of the Green Area and Green Stippled Black Area permit the Government, Director, the Director of Civil Engineering and Development, the Water Authority, public utilities, their respective officers, contractors and any other persons authorized by them to enter the Land and the Green Area and Green Stippled Black Area for inspection and carrying out works or such other purpose in accordance with Special Condition No.(7)(a) of the Government Grant.”

Clause 1(b)(xv), Section I (Powers and Duties of the Manager)

“To permit the Director, the Director of Civil Engineering and Development, the Government and public utilities company and the officer of Water Authority and their authorized persons, officers and contractors to enter into the Land and the Green Area and Green Stippled Black Area and provide access for the ingress, egress and regress to, from and through the Land and the Green Area and Green Stippled Black Area as may be required for the purpose of inspecting, checking, supervising and carrying out any works in relation to the laying and maintenance of all

pipes, wires, conduits, cable ducts and other conducting media and ancillary equipment, forming public roads, structures thereon or therein and waterworks installation or for the purpose of the operation, maintenance, repairing, replacement and alteration of such works within the Green Area and Green Stippled Black Area.”

Note 1: Pursuant to an Extension Letter issued by the Director of Lands dated 29 January 2014 (“the Extension Letter”), the date for fulfillment of the Grantee’s obligation in respect of the Green Stippled Black Area under Special Condition Nos.(4)(a)(iii) and (4)(a)(iv) of the Land Grant has been extended to the 30th day of April 2018 or such earlier date as shall be specified in a letter by the Director of Lands giving to the Grantee not less than eighteen calendar months prior to such earlier date.

Note 2: The Extension Letter further stipulates that notwithstanding the re-delivery date as mentioned in Special Condition No.(5)(b) of the Land Grant, the Green Stippled Black Area shall be re-delivered to the Government on demand on the date(s) to be specified in a letter or letters by the Director of Lands subject always to the deemed re-delivery as mentioned in Special Condition No.(5)(c) of the Land Grant.

Note 3: Pursuant to an Approval Letter issued by the Director of Lands dated 3 January 2019, the time limit for the fulfillment of the Grantee's obligations in respect of the Green Stippled Black Area under Special Conditions Nos.(4)(a)(iii) and (4)(a)(iv) of the Land Grant has been further extended to 31 December 2018.

2. Public Carpark

Under Special Condition No.(42)(f) of the Land Grant, the Grantee shall, after the completion of the Public Carpark, open and commence to operate the Public Carpark, and throughout the term agreed to be granted by the Land Grant, continue to operate, manage and maintain the Public Carpark and its associated structures.

Relevant Provisions under the Land Grant

Special Conditions No.(42)

- “(42)(a)(i) The Grantee shall within 84 calendar months from the date of this Agreement, or such other extended periods as may be approved by the Director, at his own expenses and in all respects to the satisfaction of the Director design, erect, construct and provide a fee-paying car park for public use at all times on an hourly, daily or other bases together with adequate means of access and circulation spaces (which car park is hereinafter referred to as “the Public Carpark”) within the lot in a good workmanlike manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with these Conditions.
- (ii) The Public Carpark shall contain
 - (I) 100 covered spaces or such number of spaces as may be approved by the Director for the parking of motor vehicles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and
 - (II) 13 covered spaces or such number of spaces as may be approved by the Director for the parking of motor cycles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (iii) The spaces provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b)(i) Out of the spaces provided under sub-clause (a)(ii)(I) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of not less than one space out of the spaces provided in accordance with sub-clause (a)(ii)(I) of this Special Condition or such other number of space as may be approved by the Director.

- (ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The spaces provided under (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of the motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, 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) Save and except for the purpose of a building mortgage referred to in Special Condition No.(39)(a)(iv) hereof and the assignment made under Special Condition No.(39)(b) hereof and subject to the provisions contained in sub-clause (a) hereof, the Grantee shall not assign, mortgage, charge, part with the possession of or otherwise dispose of any portion or portions of the building or buildings designed and intended to be used solely for the purpose of the Public Carpark or any interest therein or enter into any agreement so to do except as a whole.
- (f) The Grantee shall, after the completion of the Public Carpark, at his own expense open and commence to operate the Public Carpark, and throughout the term hereby agreed to be granted, continue to operate, manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.”

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”

““Public Carpark” means the fee-paying carpark for public use constructed or to be constructed within the Land in such manner, with such materials and to such standard, levels, alignment and designs as may be required or approved by the Director in accordance with Special Condition (42)(a) of the Government Grant forming part of the Commercial Development.”

Clause 8(f), Section C (Rights of Owners)

“The Owner of the Public Carpark shall not assign, mortgage, charge, part with the possession of or otherwise dispose of any portion or portions of the Public Carpark or any interest therein or enter into any agreement so to do except as a whole.”

Clause 23, Section E (Obligations of Owners)

“The Owner of the Public Carpark shall after its completion at his own expenses open and operate the Public Carpark and throughout the Term continue to operate and manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.”

3. Pedestrian Walkway

Under Special Condition No.(35)(a) of the Land Grant, the Grantee shall design, provide and thereafter manage and maintain within the lot and any building or buildings erected or to be erected thereon the Pedestrian Walkway (as defined in the Land Grant).

Relevant Provisions under the Land Grant

Special Conditions No.(35)

- “(35)(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter 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 the Covered Footbridges (as defined in Special Condition No.(36)(a)(i) hereof), 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 escalators, passenger lifts, staircases, ramps and other structures) shall have a clear internal width of not less than 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 upon 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.
- (c) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the provision, management and maintenance of the Pedestrian Walkway.
- (d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway or any part or parts thereof to the public for the right of passage.”

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

Relevant Provisions under the Deed of Mutual Covenant	Relevant Provisions under the Land Grant
<p><u>Section B (Definitions)</u></p> <p>““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”</p> <p>““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 constructed or to be constructed within the Land or any building or buildings erected or to be erected thereon in accordance with Special Condition (35)(a) of the Government Grant.”</p> <p><u>Clause 21(b), Section E (Obligations of Owners)</u></p> <p>“The Owners of the Commercial Development shall, at their own expense, be responsible for managing and maintaining parts of the completed Pedestrian Link which form parts of the Commercial Development, the Pedestrian Walkway and the Covered Footbridges in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c), (35)(a) and (36)(e) of the Government Grant respectively.”</p> <p><u>Clause 2(b), Part II, Second Schedule (Exceptions and Reservations)</u></p> <p>“The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link, the Pedestrian Walkway or the Covered Footbridges. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts or the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.”</p> <p><u>Clause 5, Part II, Second Schedule (Exceptions and Reservations)</u></p> <p>“The right for all members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway.”</p>	<p><u>Special Conditions No.(36)</u></p> <p>“(36)(a) (i) The Grantee shall within 84 calendar months from the date of this Agreement, or such other extended periods 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 five single storey covered footbridges in the approximate positions shown and marked "FB1", "FB2", "FB3", "FB4" and "FB5" on the plan annexed hereto (hereinafter respectively referred to as "FB1", "FB2", "FB3", "FB4" and "FB5" and collectively referred to as “the Covered Footbridges”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridges) as shall be required or approved by the Director. The Covered Footbridges shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.</p> <p>...</p> <p>(c) (i) The Covered Footbridges shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.</p> <p>(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.</p> <p>(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.</p> <p>(iv) The Grantee shall open the covered footbridges "FB2", "FB3", "FB4" and "FB5" 24 hours a day and open the covered footbridge "FB1" at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridges.</p> <p>(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridges.</p> <p>(e) Notwithstanding anything to the contrary contained in these Conditions, throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Covered Footbridges, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.</p> <p>...</p> <p>(g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridges to the public for the right of passage.”</p>
<p>4. Covered Footbridges</p> <p>Under Special Condition No.(36)(e) of the Land Grant, throughout the term agreed to be granted by the Land Grant, the Grantee shall manage and maintain the Covered Footbridges, any replacement or substitution thereof in good and substantial repair and condition.</p>	

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

Relevant Provisions under the Deed of Mutual Covenant

Section B (Definitions)

““Commercial Development” means and includes the Public Carpark and those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial or retail use and the external walls thereof, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(46)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, those parts of the Covered Footbridges within the boundary of the Land, the Pedestrian Walkway, parts of the Pedestrian Link, the Commercial Greenery Areas (which shall be designated as part of the Commercial Common Areas in the subsequent Sub-Deed of Mutual Covenant of the Commercial Development), the external surface of the parapet wall of the podium but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas or the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the plans annexed hereto.”

““Covered Footbridges” means the five single storey covered footbridges in the approximate positions shown and marked “FB1”, “FB2”, “FB3”, “FB4” and “FB5” on the plan annexed to the Government Grant (each of which referred to as “FB1”, “FB2”, “FB3”, “FB4” and “FB5” respectively) together with all supports and connections constructed or to be constructed in accordance with Special Condition (36)(a) of the Government Grant.”

Clause 21(b), Section E (Obligations of Owners)

“The Owners of the Commercial Development shall, at their own expense, be responsible for managing and maintaining parts of the completed Pedestrian Link which form parts of the Commercial Development, the Pedestrian Walkway and the Covered Footbridges in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c), (35)(a) and (36)(e) of the Government Grant respectively.”

Clause 4(g), Part I, Second Schedule (Rights, Easements and Privileges applicable to the Owners of the Commercial Development)

“The right for the Owner of the Commercial Development for so long as it remains the sole Owner thereof to maintain the Covered Footbridges and to make alteration, addition and/or improvement to the Covered Footbridges without the concurrence or consultation or approval of any Owner or other person having an interest in the Development or any part thereof, but nothing herein shall absolve the Owner of Commercial Development from obtaining the prior written consent of the Government.”

Clause 2(b), Part II, Second Schedule (Exceptions and Reservations)

“The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land so as to enable the erection and connection of the Pedestrian Link, the Pedestrian Walkway or the Covered Footbridges. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts or the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.”

Clause 4, Part II, Second Schedule (Exceptions and Reservations)

- “(a) The right for all the members of the public at all times during 24 hours a day during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down FB2 or FB3 or FB4 or FB5 as referred to in Special Condition No.(36)(c)(iv) of the Government Grant.
- (b) The right for all the members of the public at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down FB1 as referred to in Special Condition No.(36)(c)(iv) of the Government Grant.”

Clause 3, Third Schedule (Restrictions and Prohibitions)

“No Owner shall use or permit or suffer to be used any part of the Covered Footbridges either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.”

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

Not applicable

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

Not applicable

In relation to 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.

The facilities and open spaces mentioned in paragraphs B and C above 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.

Note: Under the latest draft Deed of Mutual Covenant, the Public Carpark, the Pedestrian Walkway and the Covered Footbridges shall form part of the Commercial Development and the owners of residential properties of the Development are not required to make contribution towards the management, operation or maintenance thereof.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的資料

1. 綠色範圍及綠色加黑點範圍

根據批地文件特別條款第(4)(a)(i)條，承批人須於批地文件日期起計之84個曆月內或地政總署署長（「署長」）批准的其他延伸期限之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計鋪設及平整綠色範圍（按批地文件定義），並建造及提供綠色範圍構築物（按批地文件定義）。

根據批地文件特別條款第(4)(a)(ii)條，承批人須從批地文件日期起計84個曆月內或署長批准的其他延伸期限之前，在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記。

根據批地文件特別條款第(4)(a)(iii)條，承批人須於2016年3月31日或署長批准的其他日期之前^(註1、3)，以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計鋪設及平整綠色加黑點範圍（按批地文件定義），並建造及提供綠色加黑點範圍構築物（按批地文件定義）。

根據批地文件特別條款第(4)(a)(iv)條，承批人須於2016年3月31日或署長批准的其他日期之前^(註1、3)，在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記。

批地文件的相關條文

特別條款第(4)(a)條

「(4)(a) 承批人須：

- (i) 於此協議日期起計之84個曆月內或署長批准的其他延伸期限之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計進行以下工程，以使署長在所有方面均滿意：
 - (I) 鋪設及平整在本文件附圖上以綠色顯示的未來公共道路範圍（下稱「綠色範圍」）；
 - (II) 提供及建造署長全權酌情認為必要的橋樑、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（下稱「綠色範圍構築物」）；以便於綠色範圍內的建築、汽車及行人的交通往來。
- (ii) 從此協議日期起計84個曆月內或署長批准的其他延伸期限之前，自費以署長滿意的方式在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；
- (iii) 於2016年3月31日或署長批准的其他日期之前^(註1、3)，自費以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計進行以下工程，以使署長在所有方面均滿意：
 - (I) 鋪設及平整在本文件附圖上以綠色加黑點顯示的未來公共道路範圍（下稱「綠色加黑點範圍」）；
 - (II) 提供及建造署長全權酌情認為必要的橋樑、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（下稱「綠色加黑點範圍構築物」）；以便於綠色加黑點範圍內的建築、汽車及行人的交通往來。
- (iv) 於2016年3月31日或署長批准的其他日期之前^(註1、3)，自費以署長滿意的方式在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及

- (v) 自費以署長滿意的方式保養綠色範圍、綠色加黑點範圍、綠色範圍構築物、綠色加黑點範圍構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及機器，直至綠色範圍及綠色加黑點範圍按照特別條款第(5)條交還予政府為止。」

特別條款第(5)條

- 「(5)(a) 只為進行特別條款第(4)條指明的所需工程，綠色範圍及綠色加黑點範圍之管有權將於本協議日期交予承批人。
- (b) 綠色加黑點範圍須於2016年3月31日或署長發信指明的其他較後日期之前^(註2)按要求交還予政府，以興建荃灣路及其未來延伸部分。為此等批地條款的目的，「荃灣路及其未來延伸部分」指「荃灣路及荃灣繞道工程項目」。
- (c) 受限於特別條款第(5)(b)條，綠色範圍及綠色加黑點範圍或其部分須在要求時交還予政府，而在任何情況下，綠色範圍及綠色加黑點範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。承批人須在其管有綠色範圍及綠色加黑點範圍或其部分期間的所有合理時間內，准許所有政府或公共車輛和行人自由通行及經越綠色範圍及綠色加黑點範圍，並確保不會因進行特別條款第(4)條下的工程或其他原因而干預或妨礙此等通行權。」

特別條款第(6)條

- 「(6) 未經署長書面同意前，承批人不得將綠色範圍及綠色加黑點範圍作儲存或在該處搭建任何臨時構築物或作進行特別條款第(4)條指明的工程以外的用途。」

特別條款第(7)(a)條

「(7)(a) 承批人須在其管有綠色範圍及綠色加黑點範圍或其任何部分的所有合理時間內：

- (i) 准許署長及其人員、承辦商及任何獲其授權人士進出及經過該地段、綠色範圍及綠色加黑點範圍或其任何部分，以檢查、查核及監督為符合特別條款第(4)(a)條而展開的工程，及進行、檢查、查核及監督特別條款第(4)(b)條下指明的工程及任何署長認為需要在綠色範圍及綠色加黑點範圍或其任何部分進行的其他工程；
- (ii) 准許政府及相關獲政府授權的公用事業公司進出及經過該地段、綠色範圍及綠色加黑點範圍或其任何部分，令政府及相關公用事業公司可在綠色範圍及綠色加黑點範圍或其部分或任何毗鄰土地上或下進行其需要之工程，包括但不限於鋪設及在其後保養所有擬為該地段或任何相鄰或毗鄰土地或物業提供電話、電力、氣體（如有）及其他服務的喉管、電線、管道、電纜管道及其他傳輸及附屬設備。承批人須全面配合政府及相關獲政府授權的公用事業公司所有與上述將在綠色範圍及綠色加黑點範圍或其任何部分展開的工程有關之事項；
- (iii) 准許水務署人員及獲其授權的人士進出及經過該地段、綠色範圍及綠色加黑點範圍或其任何部分，令水務署人員及該等獲授權人士可進行任何有關運作、保養、更換及改動在綠色範圍及綠色加黑點範圍或其部分內的水務設施的工程；及
- (iv) 在收到不少於14天前的書面通知下（緊急情況除外），准許土木工程拓展署署長及其人員、承辦商及任何獲其授權人士進出及經過該地段、綠色範圍及綠色加黑點範圍或其任何部分，以在相

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

鄰或毗鄰土地或物業上進行有關興建、檢查及保養荃灣路及其未來延伸部分的工程。為免生疑問，在承批人管有綠色加黑點範圍期間，土木工程拓展署署長及其人員、承辦商及任何獲其授權人士不得在綠色加黑點範圍內進行任何有關荃灣路及其未來延伸部分的工程。」

公契的相關條文

B部 (定義)

「「綠色範圍及綠色加黑點範圍」指在附於政府批地文件上的圖則中分別以綠色及綠色加黑點顯示的該土地範圍或部分。」

E部第15條 (業主的責任)

- (a) 業主須根據政府批地文件特別條款第(4)(a)(v)條自費保養綠色範圍及綠色加黑點範圍及在其上之構築物、設施及裝置，以使署長滿意，直至綠色範圍及綠色加黑點範圍的管有權根據政府批地文件特別條款第(5)條交還予政府止。
- (b) 業主須在首業主管有綠色範圍及綠色加黑點範圍期間的所有合理時間准許政府、署長、土木工程拓展署署長、水務署、公共事業公司及他們各自的人員、承辦商和獲他們授權的其他人士進入該土地及綠色範圍及綠色加黑點範圍，以根據政府批地文件特別條款第(7)(a)條進行檢查、進行工程或其他用途。」

I部第1(b)(xv)條 (管理人的權力及職責)

「准許署長、土木工程拓展署署長、政府、公共事業公司、水務署人員及他們的獲授權人士、人員及承辦商進入該土地及綠色範圍及綠色加黑點範圍，並容許其進出及經過該土地及綠色範圍及綠色加黑點範圍，以便在需要時檢查、測試、監督或進行任何有關鋪設及保養喉管、電線、管道、電纜管道及其他傳輸及附屬設備或鋪設公用道路及在其上或內的構築物和水務設施的工程，或為綠色範圍及綠色加黑點範圍內工程的運作、保養、維修、更換或改動。」

註1： 根據地政總署署長於2014年1月29日發出有關延展時限的信件（下稱「**延展時限信件**」），承批人在特別條款第(4)(a)(iii)及(4)(a)(iv)條下有關綠色加黑點範圍的責任的完成時限已延至2018年4月30日或任何由署長向承批人發信指明之較早日期，惟該信須在有關較早日期前不少於18個曆月發出。

註2： 延展時限信件亦規定，即使特別條款第(5)(b)條就交還日期另有規定，並受限於特別條款第(5)(c)條下視為交還的條款，承批人須按要求將綠色加黑點範圍在署長發信指明之日期交還予政府。

註3： 根據地政總署署長於2019年1月3日發出的批准信件，承批人在特別條款第(4)(a)(iii)及(4)(a)(iv)條下有關綠色加黑點範圍的責任的完成時限已進一步延至2018年12月31日。

2. 紅色線圍邊範圍及綠色線圍邊範圍內提供之重置設施

根據批地文件特別條款第(8)(a)(i)條，承批人須於2016年3月31日或署長批准的其他日期^(註3)之前，於紅色線圍邊範圍（按批地文件定義）內，以良好工藝並依照批地條款、其夾附之工程規格附表（下稱「工程規格附表」）及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成重置公共交通交匯處（按批地文件定義），並令其適合佔用及運作。

根據批地文件特別條款第(8)(a)(ii)條，承批人須於批地文件日期起計之36個曆月內或署長批准的其他延伸期限之前，於綠色線圍邊範圍（按批地文件定義）內，以良好工藝並依照批地條款、工程規格附表及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成重置垃圾收集站（按批地文件定義），並令其適合佔用及運作。

批地文件的相關條文

特別條款第(8)(a)條

「(8)(a) 承批人須：

- (i) 於2016年3月31日或署長批准的其他日期之前^(註4、6)，自費於本文件附圖上以紅色線圍邊顯示之範圍（下稱「紅色線圍邊範圍」）內，以良好工藝並依照此等批地條款、其夾附之工程規格附表（下稱「工程規格附表」）及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成公共交通交匯處（包括署長在其酌情權下決定（其決定最終及對承批人有約束力）須提供及搭建之下水道、高架橋、污水管、排水渠、行人路及其他構築物）（下稱「重置公共交通交匯處」），並令其適合佔用及運作，以使運輸署署長及署長在所有方面均滿意；
- (ii) 於本協議日期起計之36個曆月內或署長批准的其他延伸期限之前，自費於本文件附圖上以綠色線圍邊顯示之範圍（下稱「綠色線圍邊範圍」）內，以良好工藝並依照此等批地條款、工程規格附表及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成一個淨作業樓面面積不少於446平方米之垃圾收集站（下稱「重置垃圾收集站」），並令其適合佔用及運作，以使食物環境衛生署署長及署長在所有方面均滿意；及
- (iii) 自費保持、管理、保養、清潔及維修紅色線圍邊範圍及綠色線圍邊範圍及其中提供及設置之所有構築物和服務設施，以保持其良好及充足維修狀態，以使署長滿意，直至按照特別條款第(9)(b)條將紅色線圍邊範圍及綠色線圍邊範圍及其中所有構築物和服務設施之管有權交還予政府止。」

特別條款第(9)條

「(9)(a) 為進行特別條款第(8)(a)條指明的所需工程，綠色線圍邊範圍之管有權將於本協議日期交予承批人，而紅色線圍邊範圍或其任何部分之管有權將於署長發信所指明的日期交予承批人。

- (b) (i) 紅色線圍邊範圍及已根據特別條款第(16)(b)條發出完工證明書的重置公共交通交匯處，須在2016年3月31日或署長批准的其他以後的日期之前^(註5)按要求，由承批人自費、不收成本及代價及在無業權負擔的情況下連同空置管有權交還予政府，以便政府建造荃灣路及其未來延伸部分或作其認為適合之用途，並在任何情況下，在署長發信表明此等批地條款均已在其滿意下獲符合之日被視為已交還予政府。
- (ii) 綠色線圍邊範圍及已根據特別條款第(16)(b)條發出完工證明書的重置垃圾收集站，於本協議日期起計之36個曆月內或署長批准的其他延伸期限之前，由承批人自費、不收成本及代價及在無業權負擔的情況下連同空置管有權交還予政府，並在任何情況下，在署長發信表明此等批地條款均已在其滿意下獲符合之日被視為已交還予政府。」

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

特別條款第(10)條

- 「(10)(a)未經署長書面同意前，承批人不得將紅色線圍邊範圍作儲存或在該處搭建任何臨時構築物（為進行特別條款第(36)(a)條指明的工程而搭建的臨時構築物除外）或作進行特別條款第(8)(a)條指明的工程以外的任何用途。
- (b)未經署長書面同意前，承批人不得將綠色線圍邊範圍作儲存或在該處搭建任何臨時構築物或作進行特別條款第(8)(a)條指明的工程以外的任何用途。」

特別條款第(11)條

- 「(11)(a)在不影響此特別條款第(b)分條的情況下，承批人須在其管有紅色線圍邊範圍及綠色線圍邊範圍或其任何部分的所有合理時間內：
- (i) 准許署長、運輸署署長、食物環境衛生署署長及其人員、承辦商及任何獲其授權的其他人士進出及經過該地段、紅色線圍邊範圍及綠色線圍邊範圍或其任何部分，以供檢查、查核及監督為符合特別條款第(8)(a)條而展開的工程，及進行、檢查、查核及監督特別條款第(8)(b)條下指明的工程及任何署長認為需要在紅色線圍邊範圍及綠色線圍邊範圍或其任何部分進行的其他工程；
 - (ii) 准許政府及相關獲政府授權的公用事業公司在其有需要時進出及經過該地段、紅色線圍邊範圍及綠色線圍邊範圍或其任何部分，以供其在紅色線圍邊範圍及綠色線圍邊範圍或其部分或任何毗鄰土地上或下進行任何工程，包括但不限於鋪設及在其後保養所有擬為該地段或任何相鄰或毗鄰土地或物業提供電話、電力、氣體（如有）及其他服務的喉管、電線、管道、電纜管道及其他傳輸及附屬設備。承批人須全面配合政府及相關獲政府授權的公用事業公司所有與上述將在紅色線圍邊範圍及綠色線圍邊範圍或其任何部分展開的工程有關之事項；及
 - (iii) 准許水務署人員及獲其授權的人士在其有需要時進入及經過該地段、紅色線圍邊範圍及綠色線圍邊範圍或其任何部分，以進行任何有關運作、保養、維修、更換及改動在紅色線圍邊範圍及綠色線圍邊範圍或其部分內的水務設施的工程。
- (b) 承批人須在管有紅色線圍邊範圍期間：
- (i) 准許土木工程拓展署署長及其人員、承辦商及任何獲其授權的其他人士進出及經過該地段及紅色線圍邊範圍或其任何部分，以在相鄰或毗鄰土地或物業上進行有關興建、檢查及保養荃灣路及其未來延伸部分的工程。為免生疑問，在承批人管有紅色線圍邊範圍期間，土木工程拓展署署長及其人員、承辦商及任何獲其授權的其他人士不得在紅色線圍邊範圍內進行任何有關荃灣路及其未來延伸部分的工程；
 - (ii) 容許公眾自由及無阻礙地使用位處紅色線圍邊範圍之上的荃灣路及其未來延伸部分；
 - (iii) 容許政府和公眾的車輛及行人交通在紅色線圍邊範圍或其任何部分上的自由通行，並確保此通行不會受特別條款第(8)(a)條指明或其他的工程所干擾或阻礙。」

特別條款第(19)條

- 「(19)(a)在不影響特別條款第(17)條的情況下，承批人須在特別條款第(17)(a)條所定義的欠妥之處保養責任期屆滿前之所有時間自費保養重置公共交通交匯處、重置垃圾收集站及其屋宇裝備裝置至良好狀態，以使署長在所有方面均滿意。
- (b)就特別條款第(8)至(19)條而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。」

公契的相關條文

不適用

- 註4： 根據延展時限信件，承批人在特別條款第(8)(a)(i)條下有關紅色線圍邊範圍的責任的完成時限已延至2018年4月30日或任何由署長向承批人發信指明之較早日期，惟該信須在有關較早日期前不少於18個曆月發出。
- 註5： 延展時限信件亦規定，即使特別條款第(9)(b)(i)條就交還日期另有規定，並受限於特別條款第(9)(b)(i)條下視為交還的條款，承批人須按要求將紅色線圍邊範圍及重置公共交通交匯處在署長發信指明之日期交還予政府。
- 註6： 根據地政總署署長於2019年1月3日發出的批准信件，承批人在特別條款第(8)(a)(i)條下有關紅色線圍邊範圍的責任的完成時限已進一步延至2018年12月31日。

3. 臨時公共交通交匯處

根據批地文件特別條款第(27)(a)條，承批人須於署長指明的時限內在該地段或紅色線圍邊範圍或其他位置以運輸署署長批准的方式及物料，及按運輸署署長要求及批准的標準、高度、定線及設計工程設計、搭建、建造、提供、完成臨時公共交通交匯處（按批地文件定義），並令其適合佔用及運作。

批地文件的相關條文

特別條款第(27)條

- 「(27)(a) 承批人須於署長指明的時限內在該地段或紅色線圍邊範圍或其他位置自費以運輸署署長批准的方式及物料，及按運輸署署長要求及批准的標準、高度、定線及設計工程設計、搭建、建造、提供、完成一個臨時公共交通交匯處及其附屬設施（包括但不限於排水設施、照明設施、通風設施、交通輔助設施、防護欄、乘客輪候處鐵欄、車站上蓋及所需連接路）（下稱「臨時公共交通交匯處」），並令其適合佔用及運作，以使運輸署署長在所有方面均滿意；
- (b) 臨時公共交通交匯處保持運作及予公眾使用，直至重置公共交通交匯處根據此等批地條款落成及適合作佔用和運作並開放予公眾使用，或署長批准的其他日期止。
- (c) 臨時公共交通交匯處除可供公眾不受限制地使用作專線小巴總站及的士上落客區外，不得用作任何其他用途。
- ...
- (e) 承批人須容許所有政府及公共車輛及行人不受限制地免費通行臨時公共交通交匯處外，政府將有絕對權利施行其於《道路交通條例》及《公共巴士服務條例》，以及該等條例下任何規例和任何修訂法例下之權力。
- ...
- (h) 承批人須就承批人及其傭工、工人及承辦商為履行其於本批地條款的責任而所作出或遺漏的行為所招致或關連而不論任何性質的一切責任、費用、開支、賠償、申索、訴訟、索償及法律程序彌償政府及署長或使其得彌償。
- (i) 就此特別條款第(a)分條而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

公契的相關條文	
不適用	
4. 臨時公眾停車場	
根據批地文件特別條款第(28)(a)(i)條，承批人須於藍色圓點範圍及藍色斜線範圍（按批地文件定義）的管有權依據此特別條款第(e)(i)分條規定分別交付的日期起計之18個曆月內或署長書面批准的其他延长期限之前，以運輸署署長及署長批准的方式及物料，及按運輸署署長及署長批准的標準、高度、定線及設計在藍色圓點範圍及藍色斜線範圍內設計、搭建、建造、提供、完成臨時公眾停車場（按批地文件定義），並令其適合佔用及運作。	
批地文件的相關條文	
特別條款第(28)條	
「(28)(a)承批人須：	
<ul style="list-style-type: none">(i) 於本文件附圖上以藍色圓點及藍色斜線之範圍（以下分別稱「藍色圓點範圍」及「藍色斜線範圍」）的管有權依據此特別條款第(e)(i)分條規定分別交付的日期起計之18個曆月內或署長書面批准的其他延长期限之前，自費以運輸署署長及署長批准的方式及物料，及按運輸署署長及署長批准的標準、高度、定線及設計在藍色圓點範圍及藍色斜線範圍內設計、搭建、建造、提供、完成一個臨時公眾停車場（包括運輸署署長及署長在其酌情權下決定（其決定最終及對承批人有約束力）須提供及搭建之下水道、高架橋、污水管、排水渠、行人路、樓梯、平台、街燈、屋宇裝備裝置及系統或其他設施或構築物）（下稱「臨時公眾停車場」），並令其適合佔用及運作，以使運輸署署長及署長滿意；及(ii) 自費保持、營運、管理、保養、清潔及維修臨時公眾停車場，以保持其良好及充足維修狀態，以使運輸署署長及署長滿意，直至藍色圓點範圍及藍色斜線範圍或其任何部分連同置於其上的所有構築物和服務設施按照此特別條款第(e)分條交還予政府止。	
...	
(d)承批人須就承批人及其傭工、工人及承辦商為履行其於本批地條款(a)分條的責任所作出或遺漏的行為所招致或關連而不論任何性質的一切責任及一切訴訟、法律程序、費用、申索、開支、損失、賠償、收費及索償彌償政府、其人員、代理人、承辦商、工人或其他獲授權人士或使其得彌償。	
(e)(i) 只為進行本批地條款(a)分條指明的工程，藍色圓點範圍之管有權將於本協議日期授予承批人。藍色斜線範圍之管有權將在署長發信指明的日期授予承批人。	
<ul style="list-style-type: none">(ii) 藍色圓點範圍或其任何部分須按要求於2016年12月31日或署長另以書面指明的較後日期之前由承批人交還予政府，而政府毋須支付任何款項或賠償予承批人。在任何情況下，藍色圓點範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。(iii) 藍色斜線範圍或其任何部分須按要求於署長另以書面指明的一個或多個日期由承批人交還予政府，而政府毋須支付任何款項或賠償予承批人。在任何情況下，藍色斜線範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。(iv) 如署長要求，承批人須在藍色圓點範圍及藍色斜線範圍或其任何部分交還予政府前自費將其恢復原狀、移除所有位於藍色圓點範圍及藍色斜線範圍上或構成其一部分之構築物、固定裝置或	
附加物（不論是否由承批人搭建或安裝）（包括地基、鋪砌面或其他路面，但不包括荃灣路及其未來延伸部分的構築物及地基）、以妥善及良好工藝的方式恢復及修復藍色圓點範圍及藍色斜線範圍任何受破壞的部分，其後在藍色圓點範圍及藍色斜線範圍進行園景工程，以使署長在所有方面滿意。	
(f)(i) 未經署長書面同意前，承批人不得將藍色圓點範圍及藍色斜線範圍或其任何部分作儲存或在該處搭建任何臨時構築物，或進行此特別條款第(a)分條指明的工程或一個臨時公眾停車場以外的其他用途。	
<ul style="list-style-type: none">(ii) 承批人須於此特別條款第(a)分條指明的工程於署長在所有方面均滿意的情況下完成後及在其管有藍色圓點範圍及藍色斜線範圍期間，保持臨時公眾停車場開放予公眾使用，使藍色圓點範圍及藍色斜線範圍或其任何部分在根據此特別條款第(e)(ii)及(e)(iii)分條交還予政府前用作一個臨時公眾停車場。	
(g)承批人須在其管有藍色圓點範圍及藍色斜線範圍或其任何部分的所有合理時間內：	
<ul style="list-style-type: none">(i) 准許署長及其人員、承辦商及任何獲其授權的其他人士進出及經過藍色圓點範圍及藍色斜線範圍或其任何部分，以檢查、查核及監督為符合此特別條款第(a)分條而展開的工程，及進行、檢查、查核及監督此特別條款第(b)分條下指明的工程及任何署長認為需要在藍色圓點範圍及藍色斜線範圍或其任何部分進行的其他工程；(ii) 准許政府及相關獲政府授權的公用事業公司在其有需要時進出及經過該地段、藍色圓點範圍及藍色斜線範圍或其任何部分，以供其在藍色圓點範圍及藍色斜線範圍或其部分或任何毗鄰土地上或下進行任何工程，包括但不限於鋪設及在其後保養所有擬為該地段或任何相鄰或毗鄰土地或物業提供電話、電力、氣體（如有）及其他服務的喉管、電線、管道、電纜管道及其他傳輸及附屬設備。承批人須全面配合政府及相關獲政府授權的公用事業公司所有與上述將在藍色圓點範圍及藍色斜線範圍或其任何部分展開的工程有關之事項；(iii) 准許水務署人員及獲其授權的其他人士在其有需要時進出及經過該地段、藍色圓點範圍及藍色斜線範圍或其任何部分，以供進行任何有關運作、保養、更換及改動在藍色圓點範圍及藍色斜線範圍或其部分內的水務設施的工程；(iv) (I) 准許土木工程拓展署署長及其人員、承辦商及任何獲其授權的其他人士進出及經過該地段、藍色圓點範圍及藍色斜線範圍或其任何部分，以在相鄰或毗鄰土地或物業上進行有關興建、檢查及保養荃灣路及其未來延伸部分的工程。為免生疑問，在承批人管有藍色圓點範圍及藍色斜線範圍期間，土木工程拓展署署長及其人員、承辦商及任何獲其授權的其他人士不得在該等範圍內進行任何有關荃灣路及其未來延伸部分的工程；及(II) 容許公眾自由及無阻礙地使用位處藍色圓點範圍及藍色斜線範圍之上的荃灣路及其未來延伸部分。	
...	
(i) 就此特別條款而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。	
公契的相關條文	
不適用	

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

5. 公眾停車場

根據批地文件特別條款第(42)(a)(i)條，承批人須於批地文件日期起計之84個曆月內或署長批准的其他延伸期限之前，於該地段內以良好工藝方式、按照署長批准之物料、標準、高度、定線及設計並遵照此等批地條款設計、搭建、興建及提供公眾停車場（按批地文件定義）。

批地文件的相關條文

特別條款第(42)條

「(42)(a)(i) 承批人須於本協議日期起計之84個曆月內或署長批准的其他延伸期限之前，自費於該地段內以良好工藝方式、按照署長批准之物料、標準、高度、定線及設計並遵照此等批地條款設計、搭建、興建及提供一個供公眾在所有時間以時租、日租或以其他方式並設有足夠出入路徑及通道地方的收費停車場（該停車場下稱「**公眾停車場**」），以使署長在所有方面滿意。

(ii) 公眾停車場須包含

(I) 100個有蓋停車位或署長批准數目的停車位，以供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的汽車停泊；及

(II) 13個有蓋停車位或署長批准數目的停車位，以供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的電單車停泊。

(iii) 根據此特別條款第(a)(ii)分條提供的停車位，不得用作該分條規定以外的任何用途，尤其不得將該等停車位用作儲存、陳列或展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

(b)(i) 在根據此特別條款第(a)(ii)(I)分條提供的停車位當中，承批人須預留並劃定供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊汽車的停車位，並在根據第(a)(ii)(I)分條所提供的停車位數目中不少於1個，或署長批准的其他數目。

(ii) 根據此特別條款第(b)(i)分條提供之停車位須位於署長書面批准的位置和樓層。

(iii) 根據此特別條款第(b)(i)分條提供之停車位，除供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊汽車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。

...

(e) 除進行特別批地條款第(39)(a)(iv)條所指的建築按揭及特別批地條款第(39)(b)條所指的轉讓外，並在不影響此特別條款第(a)分條的情況下，承批人不得轉讓、按揭、抵押、放棄管有或以其他方式出售任何僅設計及擬用作公眾停車場的大廈之任何部分或該等部分的權益或就此訂立任何協議，惟將公眾停車場作一個整體處理整體則例外。

(f) 承批人須在公眾停車場落成後自費開放及營運公眾停車場，並在此協定的整個批租年期內保持以署長全面滿意的水平和方式及遵照所有法例及其下任何規例和任何修訂法例地運作、管理及保養公眾停車場及其附屬構築物，以使在所有時間均有良好及充足的維修狀態。」

公契的相關條文

B部（定義）

「「商業發展部分」指及包括公眾停車場及發展項目中根據批准圖則已建或擬建用於商業或零售用途之部分及該等部分之外牆、供屬於商業發展部分佔用人及其真正來賓、訪客或賓客的汽車或電單車停泊之停車位、根據政府批地文件特別條款第(46)(a)(ii)條提供並劃定供商業發展部分使用的上落貨停車位、附屬的車道及通道、位於該土地範圍內的有蓋行人天橋部分、行人道、部分行人連廊、商業綠化地方（將於其後有關商業部分的分公契中劃定為商業公用部分）、平台護牆的外層，惟並不包括任何構成住宅發展部分、屋苑公用地方、住宅公用地方、住宅停車場公用地方或住宅/住宅停車場公用地方部分之範圍。商業發展部分（可顯示的部分）在本公契附夾的圖則上以綠色顯示，僅供辨認。」

「「公眾停車場」指在根據政府批地文件特別條款第(42)(a)條按照署長批准之物料、標準、高度、定線及設計，而已建或將建於該土地上、構成商業發展部分一部分及供公眾使用的收費停車場。」

C部第8(f)條（業主的權利）

「除非將公眾停車場作一個整體處理，公眾停車場的業主不得轉讓、按揭、抵押、放棄管有或以其他方式出售公眾停車場的任何部分或該等部分的任何權益，或就此訂立任何協議。」

E部第23條（業主的責任）

「公眾停車場的業主須在該停車場落成後自費開放及營運公眾停車場，並在批租年期內保持以署長全面滿意的水平和方式及遵照所有法例及其下任何規例和任何修訂法例地運作、管理及保養公眾停車場及其附屬構築物，以使公眾停車場及其附屬構築物在所有時間均有良好及充足的維修狀態。」

6. 行人道

根據批地文件特別條款第(35)(a)條，承批人須在該地段內及其上興建或將興建之建築物內設計、提供及在之後管理及保養行人道（按批地文件定義）。

批地文件的相關條文

特別條款第(35)條

「(35)(a) 承批人須自費在該地段內及其上興建或將興建之建築物內設計、提供及在之後管理及保養包括署長批准或要求的自動扶梯、載客升降機、樓梯、斜道或其他構築物的行人道，以連接有蓋行人天橋（根據特別條款第(36)(a)(i)條定義）、該地段的地下水平及毗連該地段於地面的行人走道（該行人走道下稱「**行人道**」）。行人道（不包括其自動扶梯、載客升降機、樓梯、斜道及其他構築物）須有不少於6米之淨內部闊度。承批人須提交一份顯示行人道路線之圖則予署長批核。署長就何謂地面之決定為最終並約束承批人。

(b) 承批人須在此協定的整個批租年期內保持行人道每日24小時開放予公眾以步行或輪椅方式免費且無阻礙地作任何合法用途。

(c) 承批人須就承批人及其傭工、工人及承辦商為提供、管理及保養行人道所作出或遺漏的行為所招致或關連而不論任何性質的一切責任及一切訴訟、法律程序、費用、申索、開支、損失、賠償、收費及索償彌償政府、其人員、代理人、承辦商、工人或其他獲授權人士或使其得彌償。

(d) 現在此同意、聲明及述明，在施加承批人於此特別條款第(b)分條的責任時，承批人無意而政府亦無同意撥出行人道給予公眾通行權。」

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

公契的相關條文

B部（定義）

「[商業發展部分]指及包括公眾停車場及發展項目中根據批准圖則已建或擬建用於商業或零售用途之部分及該等部分之外牆、供屬於商業發展部分佔用人及其真正來賓、訪客或賓客的汽車或電單車停泊之停車位、根據政府批地文件特別條款第(46)(a)(ii)條提供並劃定供商業發展部分使用的上落貨停車位、附屬的車道及通道、位於該土地範圍內的有蓋行人天橋部分、行人道、部分行人連廊、商業綠化地方（將於其後有關商業部分的分公契中劃定為商業公用部分）、平台護牆的外層，惟並不包括任何構成住宅發展部分、屋苑公用地方、住宅公用地方、住宅停車場公用地方或住宅/住宅停車場公用地方部分之範圍。商業發展部分（可顯示的部分）在本公契附夾的圖則上以綠色顯示，僅供辨認。」

「[行人道]指根據政府批地文件特別條款第(35)(a)條在該地段或已建或將建於該土地上的行人走道（包括署長批准或要求的自動扶梯、載客升降機、樓梯、斜道或其他構築物）。」

E部第21(b)條（業主的責任）

「商業發展部分的業主須分別根據政府批地文件特別條款第(34)(c)、(35)(a)及(36)(e)條自費負責管理及保養構成商業發展部分的部分已建行人連廊、行人道及有蓋行人天橋至良好及充足的維修狀態及使署長在所有方面滿意。」

附錄二第II部第2(b)條（原屬及新增權益保留條款）

「管理人有權在有或沒有測量師、承辦商、工人及其他人士下進行所有署長要求的必要工程，包括臨時封閉該土地上建築物的任何出入口，以搭建及連接行人連廊、行人道或有蓋行人天橋。為進行該等工程，管理人須以書面通知業主該等工程進行期間該土地或發展項目中不能使用的範圍或部分，而業主須遵守此等通知下的要求。」

附錄二第II部第5條（原屬及新增權益保留條款）

「所有公眾人士有權在每日24小時期間以步行或輪椅方式無阻礙及免費經過、來往、穿過及上落行人道作任何合法用途。」

7. 有蓋行人天橋

根據批地文件特別條款第(36)(a)(i)條，承批人須於批地文件日期起計之84個曆月內或署長批准的其他延伸期限之前，搭建、提供及興建有蓋行人天橋（按批地文件定義）及所有支座及連接路（包括署長為有蓋行人天橋未來延展部份而在其絕對酌情權下認為需要之支座及連接路）。

批地文件的相關條文

特別條款第(36)條

「(36)(a)(i) 承批人須於本協議日期起計之84個曆月內或署長批准的其他延伸期限內，自費於本文件附圖中分別以“FB1”、“FB2”、“FB3”、“FB4”及“FB5”標示之大概位置搭建、提供及興建署長要求或批准的五條單層有蓋行人天橋（以下分別稱為“FB1”、“FB2”、“FB3”、“FB4”及“FB5”，並合稱「有蓋行人

天橋」）及所有支座及連接路（包括署長為有蓋行人天橋未來延展部份而在其絕對酌情權下認為需要之支座及連接路）。有蓋行人天橋須以署長要求及批准的方式、物料、標準、高度、定線及設計興建，包括但不限於署長在其酌情權下要求提供及興建的支座、斜路、附連的樓梯及平台、自動扶梯、升降機、內部和外部裝置及設備及照明設備。

...

(c) (i) 除所有公眾人士可以步行或輪椅方式作通行外，有蓋行人天橋不得用作其他用途。

(ii) 除獲署長批准或要求，承批人不得使用或准許或容許他人使用有蓋行人天橋的任何部分（不論內部或外部）作廣告或展示任何標誌、通告或海報。

(iii) 承批人不得或准許或容許他人作任何有可能構成滋擾或煩擾或對有蓋行人天橋下通行的人士及車輛或任何相鄰或毗鄰地段或物業造成不便或損害的行為。

(iv) 承批人須在有蓋行人天橋建成後，將“FB2”、“FB3”、“FB4”及“FB5”在每日24小時及將“FB1”在日間和夜間的所有合理時間，免費開放予所有公眾人士以步行或輪椅方式自由經過及通過有蓋行人天橋作任何合法用途。

(d) 承批人須就承批人及其傭工、工人及承辦商為搭建、改動、維修及保養有蓋行人天橋所作出或遺漏的行為所招致或關連而不論任何性質的一切責任及一切訴訟、法律程序、費用、申索、開支、損失、賠償、收費及索償彌償政府、其人員、代理人、承辦商、工人或其他獲授權人士或使其得彌償。

(e) 即使在此等批地條款另有規定，在此協定的整個批租年期內承批人須自費管理及保養有蓋行人天橋或其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。

...

(g) 現在此同意、聲明及述明，在施加於承批人此特別條款第(c)(iv)分條的責任時，承批人無意而政府亦無同意撥出有蓋行人天橋給予公眾通行權。」

公契的相關條文

B部（定義）

「[商業發展部分]指及包括公眾停車場及發展項目中根據批准圖則已建或擬建用於商業或零售用途之部分及該等部分之外牆、供屬於商業發展部分佔用人及其真正來賓、訪客或賓客的汽車或電單車停泊之停車位、根據政府批地文件特別條款第(46)(a)(ii)條提供並劃定供商業發展部分使用的上落貨停車位、附屬的車道及通道、位於該土地範圍內的有蓋行人天橋部分、行人道、部分行人連廊、商業綠化地方（將於其後有關商業部分的分公契中劃定為商業公用部分）、平台護牆的外層，惟並不包括任何構成住宅發展部分、屋苑公用地方、住宅公用地方、住宅停車場公用地方或住宅/住宅停車場公用地方部分之範圍。商業發展部分（可顯示的部分）在本公契附夾的圖則上以綠色顯示，僅供辨認。」

「[有蓋行人天橋]指於政府批地文件附圖中分別以“FB1”、“FB2”、“FB3”、“FB4”及“FB5”標示之大概位置根據政府批地文件特別條款第(36)(a)條興建或擬建的五條單層有蓋行人天橋（每條分別被稱為“FB1”、“FB2”、“FB3”、“FB4”及“FB5”）（連同所有支座及連接路）。」

E部第21(b)條（業主的責任）

「商業發展部分的業主須分別根據政府批地文件特別條款第(34)(c)、(35)(a)及(36)(e)條自費負責管理及保養構成商業發展部分的部分已建行人連廊、行人道及有蓋行人天橋至良好及充足的維修狀態及使署長在所有方面滿意。」