

Summary of deed of mutual covenant

公契的摘要

<div>(B) <u>Rights, easements and privileges applicable to FSI as Owner of the Government Accommodation</u></div> <div>The right for FSI its lessees, tenants, licensees, and others authorised by it or the Owners or occupiers for the time being of the Government Accommodation or any part thereof free of all costs to go pass and repass over and along and to use the Common Areas in connection with the proper use and enjoyment of the Government Accommodation or any parts thereof and to use and receive the benefit of the Common Services and Facilities.</div>	<div>of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Conditions (54) and (55) of the Government Grant.</div>	<div>(3) the licensee shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the Common Areas so licensed on or to which such posters and other advertising signs, telecommunication systems and equipment or structures shall so be displayed, installed, erected or affixed; and</div>	<div>(iii) constructing and commissioning the proposed future extension of the Mass Transit Railway in, upon and through the Reserved Areas;</div>
<div>22. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in the Principal DMC be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the Principal DMC, including but not limited to the following exceptions and reservations:</div>	<div>(c) The right for the Managers to authorise by way of licence:</div> <div>(i) subject to the prior approval of the Development Owners Committee the use of external walls forming part of the Non-Station Development Common Areas (other than the external walls of the Government Accommodation) for advertising purposes and, subject to the consent of the Director, to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure nearest in proximity to such advertising posters signs and other structures;</div> <div>(ii) subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected the roofs and/or upper roofs forming part of the Non-Station Development Common Areas for the installation of telecommunication system and equipment and other communication device and equipment, on terms and conditions as it deems fit provided always that the prior approval of the relevant Government authorities concerned (if necessary) is obtained; and</div> <div>(iii) subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio to the Owner of the Unit of the Residential Development adjacent thereto on terms and conditions as it deems fit;</div>	<div>(4) all licence fees or other income received by the Managers shall be applied by them in accordance with Clause 7 of Section J of the Principal DMC.</div> <div>(B) <u>Rights of the MTR</u></div> <div>For so long as MTR remains the beneficial owner of any Share, MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement:</div> <div>(a) At all times with contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development other than the Government Accommodation unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:</div> <div>(i) completing or commissioning the construction of any part of the Land and the Development either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as MTR in its absolute and unfettered discretion shall deem fit;</div> <div>(ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Managers which may in the opinion of MTR have the effect of endangering or causing damage to the Mass Transit Railway, the Station or the Mass Transit Railway Structures and Installations and in this event the costs thereof shall be a debt due to the MTR repayable on demand by the Managers out of the management funds;</div>	<div>(iv) constructing future pedestrian accessways connecting the Non-Station Development to the Station;</div> <div>(v) carrying out other works in under on or over the Land and the Development as it shall require from time to time.</div>
<div>(A) <u>Rights of the Managers</u></div> <div>(a) Full right and privilege for the Managers, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit other than the Station and the Reserved Areas except with the prior consent in writing of MTR and the Government Accommodation except with the consent (save in case of emergency) of the Owner or occupier for the time being of the Government Accommodation for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Non-Station Development, the Common Areas, and Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for the exercise and carrying out of any of their powers and duties under the provisions of the Principal DMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby.</div> <div>(b) The rights for the Managers with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or building erected on the Land so as to enable the connection</div>	<div>Provided Always that :-</div> <div>(1) any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected;</div> <div>(2) the rights and interest of the Owners shall not be adversely affected;</div>		<div>(b) Subject to the prior written consent of the Director, to assign the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Managers, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Managers as trustee for all the Owners and if the Managers shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of the Principal DMC and another manager appointed in their place, or if required by an Owners Incorporation for the Non-Station Development formed under the Building Management Ordinance then the Managers or their liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) to the new manager or Owners Incorporation (as appropriate) upon the same trusts.</div> <div>(c) To designate any part of the Reserved Areas to be Common Areas or Common Services and Facilities either as Non-Station Development Common Areas or Non-Station Development Common Services and Facilities or attributable to the Residential Development, the Commercial Development, the Office Development, the Car Park or the Hotel Development subject to the prior approval of the Development Owners Committee.</div> <div>(d) MTR shall have the exclusive right and privilege subject only to the provisions of Special Condition (58)(a)(ii)(2) of the Government Grant and obtaining the prior written consent of the Director to allocate Shares to each Phase of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units to each Unit in that Phase.</div>

Summary of deed of mutual covenant

公契的摘要

<p>(e) Subject only to obtaining the prior written consent of the Director to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Service and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area.</p> <p>(f) Subject to the approval of the Development Owners Committee to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced.</p> <p>(g) To construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely serving the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit.</p> <p>(h) subject to the approval of the Development Owners Committee to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or the Private Recreational Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and</p>	<p>conditions and to such persons as MTR shall deem fit. Provided Always that any money received from the grant any such rights shall form part of the Management Funds and Provided That following the issue of an Occupation Permit for the final Phase of the Development the exercise of the rights in this Sub-Clause is subject to the prior approval of the Development Owners Committee.</p> <p>23. For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting-Out Rules regulating the use, occupation, maintenance and environmental control of the Non-Station Development and of any of the Common Areas (including the Private Recreational Areas and Facilities), and the Common Services and Facilities and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting-Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents other than the Owner of the Government Accommodation save insofar as is necessary to preserve the benefit of any warranties from time to time in existence.</p> <p>24. MTR shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners of Units in Phase VI and the Managers setting out, inter alia, the following details:</p> <p>The Managers shall on behalf of and at the cost and expense of the Owners of Units in Phase VI inspect, maintain and carry out all necessary works for the Common Areas of Phase VI and the Common Services and Facilities of Phase VI including those part or parts of the Works and Installations forming part of the Common Areas of Phase VI and the Common Services and Facilities of Phase VI.</p> <p>25. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the Sub-DMC, including but not limited to the following easements, rights and privileges:</p>	<p>Full right and liberty for the Owner for the time being, his servants, agents, licensees and tenants:</p> <p>(a) of a Phase VI Residential Unit to go, pass and repass over and along and upon:</p> <p>(i) the Phase VI Service Apartment/Residential Common Areas;</p> <p>(ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;</p> <p>(iii) the Phase VI Common Areas;</p> <p>(iv) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black on the plans annexed to the Sub-DMC; and</p> <p>(v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red and cross hatched in black on the plans annexed to the Sub-DMC;</p> <p>in common with all others having the like right;</p> <p>(b) of a Phase VI Service Apartment to go, pass and repass over and along and upon:</p> <p>(i) the Phase VI Hotel/Service Apartment Common Areas;</p> <p>(ii) the Phase VI Service Apartment/Residential Common Areas;</p> <p>(iii) the Part VI Hotel/Service Apartment/Residential Common Areas;</p> <p>(iv) the Phase VI Common Areas;</p> <p>(v) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black, and coloured light indigo and hatched in black on the plans annexed to the Sub-DMC; and</p> <p>(vi) such parts of the Phase VI Residential Development as shown for identification purpose only coloured pink and hatched in black on the plans annexed to the Sub-DMC;</p>	<p>in common with all others having the like right;</p> <p>(c) of the Phase VI Hotel Accommodation to go, pass and repass over and along and upon:</p> <p>(i) the Phase VI Hotel/Service Apartment Common Areas;</p> <p>(ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;</p> <p>(iii) the Phase VI Common Areas;</p> <p>(iv) the Phase VI Car Park Common Areas; and</p> <p>(v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red with triangles in black on the plans annexed to the Sub-DMC;</p> <p>in common with all others having the like right;</p> <p>(d) of a Phase VI Car Parking Space to go, pass and repass over and along and upon the Phase VI Car Park Common Areas and the Phase VI Common Areas in common with all others having the like right;</p> <p>(e) of the Phase VI Retained Areas to go, pass and repass over and along and upon the Phase VI Hotel/Service Apartment/Residential Common Areas in common with all others having the like right;</p> <p>for all purposes connected with the proper use and enjoyment of his Unit.</p> <p>26. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the Sub-DMC, including but not limited to the following exceptions and reservations:</p> <p>(a) Easements, rights and privileges set out in Part II of the Second Schedule of the Principal DMC;</p>
--	--	--	--

Summary of deed of mutual covenant

公契的摘要

- (b) The right for the Owners of Site E and Site M of the Development to construct in their existing positions at the date of the Sub-DMC services and facilities (including but not limited to drainage, fire fighting and detection smoke extraction) serving Site E and Site M respectively only in, on or through such Common Areas of Phase VI and Phase VI Hotel Accommodation or, where necessary, to connect to any duct forming part of Phase VI and the right of access for the Owners of Site E and Site M (as the case may be) and their agents, contractors, workmen or servants over Phase VI with all necessary tools, plant, equipment and materials for the purpose of repairing, maintaining and renewing all such services and facilities Provided That prior to carrying out any works within Phase VI the Owners of Site E and Site M (as the case may be) shall obtain the prior written approval of the Owners of Phase VI such consent not to be unreasonably withheld or delayed and Provided Further that the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and shall make good any damage caused and provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.
- (c) (i) The right for the Owners of Site E to install and maintain communal aerial broadcast distribution system and telecommunication facilities and equipment, which serve Site E exclusively, in the Communication Network Facilities and Areas and associated facilities and equipment in, on or through the Common Areas of Phase VI together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing all such communal aerial broadcast distribution system, telecommunication facilities and equipment and associated facilities and equipment Provided That the Owners of Site E shall obtain the prior approval of the Phase VI Owners Sub-Committee before carrying out any works at areas of Phase VI outside the Communication Network Facilities and Areas pursuant to this clause and the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI

- as is reasonable and shall make good any damage caused and Provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.
- (ii) The right for the Owners of Site E to connect to and utilise the communal aerial broadcast distribution system forming part of the Common Services and Facilities of Phase VI and in connection with such purpose to install and maintain cables, optic fibres and associated wiring, equipment and facilities, which serve Site E exclusively, in, on or through such parts of the Common Areas of Phase VI to be designated by the Managers together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing such cables, optic fibres and associated wiring Provided that the Owners of Site E shall contribute to the costs of repair and maintenance of the communal aerial broadcast distribution system in such reasonable proportion as the Managers shall reasonably determine.
- (iii) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over and through such area in Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on plans annexed to the Sub-DMC for the purpose of gaining access to or egress from the Retail Development in Site E.
- (iv) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through such parts of Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on the First Floor Plan annexed to the Sub-DMC the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the pick-up and drop-off area of Site E at Podium Floor and the equipment and facilities installed therein.

- (v) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through the Common Areas of Phase VI for access to and from and to use the building management utilities forming part of the Common Services and Facilities of Phase VI for the purpose of cleaning, repairing and maintaining the façade of Site E Provided that the Owners of Site E shall pay a charge to the Managers for each usage of such building management utilities and the amount of such charge shall be reasonably determined by the Managers based on the maintenance costs and labour costs of such building management utilities pro rata between the Owners of Phase VI and the Owners of Site E according to the frequency of usage by each Site and all such charge received shall be credited to the Capital Fund for Phase VI.
- (vi) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed to the Sub-DMC for the purposes of escape in an emergency.
- (d) (i) The right of way for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed to the Sub-DMC for the purposes of escape in an emergency.
- (ii) The right for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through any part of the Common Areas of Phase VI for the purpose of gaining

- access to or egress from the services of the Station situated in Phase VI so as to enable the Owners of Site M to repair and maintain such services of the Station on a 24-hour basis Provided That the Owners of Site M shall cause as little disturbance as is possible and shall make good any damage caused.
- (e) In respect of any flat roof forming part of a Unit, the right for the Managers, its servants, agents, contractors and persons duly authorised on prior reasonable notice to enter upon the flat roof for the purposes of operating the cleaning gondola stored on the upper roof(s) forming part of the Common Areas of Phase VI.
27. Each Share allocated to the Phase VI Residential Unit and Phase VI Service Apartment of Phase VI of the Development shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC, the Sub-DMC and the Sub-Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, the full right and liberty for the Owner for the time being, his servants, agents and licensees and tenants :
- (a) of a Phase VI Residential Unit to go, pass and repass over and along and upon the Phase VI Residential Common Areas and such parts of the Phase VI Service Apartment Common Areas as shown for identification purpose only coloured red and cross hatched in black on the plans annexed to the Sub-Sub-DMC in common with all others having the like right;
- (b) of a Phase VI Service Apartment to go, pass and repass over and along and upon the Phase VI Service Apartment Common Areas and such parts of the Phase VI Residential Common Areas as shown for identification purpose only coloured yellow and hatched in black on the plans annexed to the Sub-Sub-DMC in common with all others having the like right;

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

Summary of deed of mutual covenant

公契的摘要

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

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

Tower	Floor	Flat	Undivided Shares
(T20 - zone 1)	91/F	A	4225
		C	2364
		D	2519
	87/F - 90/F	A	2018
		B	888
		C	1765
		D	1823
	76/F - 83/F & 85/F - 86/F	A	1899
		B	888
		C	1765
		D	1823
	73/F & 75/F	A	1884
		B	888
		C	1765
		D	1823
	72/F	A	1876
		B	888
		C	1765
		D	1823
	71/F	A	1891
		B	888
		C	1765
		D	1823
	67/F - 70/F	A	1876
		B	888
		C	1765
		D	1823

Tower	Floor	Flat	Undivided Shares
(T20 - zone 2)	38/F	B	1795
		C	1468
		E	843
	37/F	B	1824
		C	825
		D	837
		E	843
	36/F	A	1187
		B	1371
		C	825
		D	837
		E	843
	17/F - 23/F, 25/F - 33/F & 35/F	A	1144
		B	1431
		C	825
		D	837
		E	843
	16/F	A	1143
		B	1431
		C	825
		D	837
		E	843
	15/F	B	1482
		C	825
		D	842
	12/F	A	3387
		B	1496
		C	825
		D	842

Tower	Floor	Flat	Undivided Shares
(T21 - zone 1)	91/F	A	2775
		B	2415
		C	4050
		E	1655
	87/F - 90/F	A	2202
		B	1685
		C	1342
		D	1191
		E	1655
	83/F & 85/F - 86/F	A	2202
		B	1685
		C	1344
		D	1190
	82/F	A	2557
		B	1685
		C	1342
		D	1173
	67/F - 73/F & 75/F - 81/F	A	1991
		B	1685
		C	1330
		D	1167
(T21 - zone 2)	50/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	1796
		B	1672
		C	1322
		D	1167
	37/F & 38/F	A	1839
		B	1659
		C	1318
		D	1176
	29/F - 33/F & 35/F - 36/F	A	1830
		B	1659
		C	1318
		D	1176
	15/F - 23/F & 25/F - 28/F	A	1830
		B	1665
		C	1318
		D	1174

Tower	Floor	Flat	Undivided Shares
(T21 - zone 3)	81/F	A	1831
		B	2057
		D	1932
	80/F	A	1235
		B	1435
		C	3937
		D	1399
		E	1196
	73/F & 75/F - 79/F	A	1235
		B	1433
		C	2062
		D	1399
		E	1196
	67/F - 72/F	A	1235
		B	1433
		C	2062
		D	1399
		E	1199
(T21 - zone 5)	51/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	845
		B	822
		C	699
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558
	50/F	A	855
		C	700
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558

Summary of deed of mutual covenant

公契的摘要

Tower	Floor	Flat	Undivided Shares
(T21 - zone 5)	29/F - 33/F & 35/F - 38/F	A	846
		B	822
		C	698
		D	726
		E	1079
	15/F - 23/F & 25/F - 28/F	A	847
		B	822
		C	698
		D	726
		E	1079
(T21 - zone 6)	38/F	B	1700
		C	1453
		E	833
	37/F	B	1738
		C	832
		D	836
		E	833
	36/F	A	1207
		B	1357
		C	832
		D	836
		E	833
	16/F - 23/F, 25/F - 33/F & 35/F	A	1165
		B	1417
		C	832
		D	836
		E	833
	15/F	B	1431
		C	832
		D	836
		E	833
	12/F	A	3457
		B	1490
		C	832
		D	841

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

29. The manager of the Phase shall be appointed for an initial period commencing on the date of the first Occupation Permit in respect of the Development and expiring two years after the date of the Occupation Permit in respect of the final Phase of the Development or on the expiration of the building covenant period under the Government Grant whichever is the earlier and shall thereafter continue from year to year, subject to the provisions for termination contained in the Principal DMC.

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

30. The owners of the residential properties in the Phase shall contribute towards the management expenses in the following manner:

(a) All owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the Non-Station Development Management Budget (as defined in the Principal DMC) in the proportion that the Management Units (as defined in the Principal DMC) attributable to the Units (as defined in the Principal DMC) owned by them (together with others) bears to the total Management Units allocated to the Non-Station Development (as defined in the Principal DMC).

(b) The owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the relevant Phase Management Budget (as defined in the Principal DMC) in the proportion that the Management Units attributable to the Units owned by them (together with others) bears to the total Management Units allocated to the Phase, Provided That where the Manager prepares sub-budgets for the Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-budget shall be paid by the Owners of Units covered by such a sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-budget.

31. The number of Management Units allocated to each residential property in the Phase is as follows:

Tower 20

(a)Phase VI Residential Development

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T20-2)	12/F	315	139	77	78	--
	15/F	--	138	77	78	--
	16/F	106	133	77	78	78
	17/F	106	133	77	78	78
	18/F	106	133	77	78	78
	19/F	106	133	77	78	78
	20/F	106	133	77	78	78
	21/F	106	133	77	78	78
	22/F	106	133	77	78	78
	23/F	106	133	77	78	78
	25/F	106	133	77	78	78
	26/F	106	133	77	78	78
	27/F	106	133	77	78	78
	28/F	106	133	77	78	78
	29/F	106	133	77	78	78
	30/F	106	133	77	78	78
	31/F	106	133	77	78	78
	32/F	106	133	77	78	78
	33/F	106	133	77	78	78
	35/F	106	133	77	78	78
	36/F	110	127	77	78	78
	37/F	--	169	77	78	78
	38/F	--	167	136	--	78

(b) Phase VI Service Apartment Accommodation

Zone	Floor	Flat A	Flat B	Flat C	Flat D
(T20-1)	67/F	174	82	164	169
	68/F	174	82	164	169
	69/F	174	82	164	169
	70/F	174	82	164	169
	71/F	176	82	164	169
	72/F	174	82	164	169
	73/F	175	82	164	169
	75/F	175	82	164	169
	76/F	176	82	164	169
	77/F	176	82	164	169
	78/F	176	82	164	169
	79/F	176	82	164	169
	80/F	176	82	164	169
	81/F	176	82	164	169
	82/F	176	82	164	169
	83/F	176	82	164	169
	85/F	176	82	164	169
	86/F	176	82	164	169
	87/F	187	82	164	169
	88/F	187	82	164	169
	89/F	187	82	164	169
	90/F	187	82	164	169
	91/F	393	--	220	234

Summary of deed of mutual covenant

公契的摘要

Tower 21

(a) Phase VI Residential Development

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-6)	12/F	321	138	77	78	--
	15/F	--	133	77	78	77
	16/F	108	132	77	78	77
	17/F	108	132	77	78	77
	18/F	108	132	77	78	77
	19/F	108	132	77	78	77
	20/F	108	132	77	78	77
	21/F	108	132	77	78	77
	22/F	108	132	77	78	77
	23/F	108	132	77	78	77
	25/F	108	132	77	78	77
	26/F	108	132	77	78	77
	27/F	108	132	77	78	77
	28/F	108	132	77	78	77
	29/F	108	132	77	78	77
	30/F	108	132	77	78	77
	31/F	108	132	77	78	77
	32/F	108	132	77	78	77
	33/F	108	132	77	78	77
	35/F	108	132	77	78	77
	36/F	112	126	77	78	77
	37/F	--	161	77	78	77
	38/F	--	158	135	--	77

(b) Phase VI Service Apartment Accommodation

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-1)	67/F	185	157	124	108	--
	68/F	185	157	124	108	--
	69/F	185	157	124	108	--
	70/F	185	157	124	108	--
	71/F	185	157	124	108	--
	72/F	185	157	124	108	--
	73/F	185	157	124	108	--
	75/F	185	157	124	108	--
	76/F	185	157	124	108	--
	77/F	185	157	124	108	--
	78/F	185	157	124	108	--
	79/F	185	157	124	108	--
	80/F	185	157	124	108	--
	81/F	185	157	124	108	--
	82/F	238	157	125	109	--
	83/F	205	157	125	111	--
	85/F	205	157	125	111	--
	86/F	205	157	125	111	--
	87/F	205	157	125	111	154
	88/F	205	157	125	111	154
	89/F	205	157	125	111	154
	90/F	205	157	125	111	154
	91/F	258	224	376	--	154

Zone	Floor	Flat A	Flat B	Flat C	Flat D
(T21-2)	15/F	170	155	122	109
	16/F	170	155	122	109
	17/F	170	155	122	109
	18/F	170	155	122	109
	19/F	170	155	122	109
	20/F	170	155	122	109
	21/F	170	155	122	109
	22/F	170	155	122	109
	23/F	170	155	122	109
	25/F	170	155	122	109
	26/F	170	155	122	109
	27/F	170	155	122	109
	28/F	170	155	122	109
	29/F	170	154	122	109
	30/F	170	154	122	109
	31/F	170	154	122	109
	32/F	170	154	122	109
	33/F	170	154	122	109
	35/F	170	154	122	109
	36/F	170	154	122	109
	37/F	171	154	122	109
	38/F	171	154	122	109
	50/F	167	155	123	108
	51/F	167	155	123	108
	52/F	167	155	123	108
	55/F	167	155	123	108
	56/F	167	155	123	108
	57/F	167	155	123	108
	59/F	167	155	123	108
	60/F	167	155	123	108
	61/F	167	155	123	108
	62/F	167	155	123	108
	63/F	167	155	123	108

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-3)	67/F	115	133	192	130	111
	68/F	115	133	192	130	111
	69/F	115	133	192	130	111
	70/F	115	133	192	130	111
	71/F	115	133	192	130	111
	72/F	115	133	192	130	111
	73/F	115	133	192	130	111
	75/F	115	133	192	130	111
	76/F	115	133	192	130	111
	77/F	115	133	192	130	111
	78/F	115	133	192	130	111
	79/F	115	133	192	130	111
	80/F	115	133	366	130	111
	81/F	170	191	--	179	--

Summary of deed of mutual covenant

公契的摘要

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J	Flat K
(T21-5)	15/F	79	76	65	67	100	--	--	--	--	--
	16/F	79	76	65	67	100	--	--	--	--	--
	17/F	79	76	65	67	100	--	--	--	--	--
	18/F	79	76	65	67	100	--	--	--	--	--
	19/F	79	76	65	67	100	--	--	--	--	--
	20/F	79	76	65	67	100	--	--	--	--	--
	21/F	79	76	65	67	100	--	--	--	--	--
	22/F	79	76	65	67	100	--	--	--	--	--
	23/F	79	76	65	67	100	--	--	--	--	--
	25/F	79	76	65	67	100	--	--	--	--	--
	26/F	79	76	65	67	100	--	--	--	--	--
	27/F	79	76	65	67	100	--	--	--	--	--
	28/F	79	76	65	67	100	--	--	--	--	--
	29/F	79	76	65	67	100	--	--	--	--	--
	30/F	79	76	65	67	100	--	--	--	--	--
	31/F	79	76	65	67	100	--	--	--	--	--
	32/F	79	76	65	67	100	--	--	--	--	--
	33/F	79	76	65	67	100	--	--	--	--	--
	35/F	79	76	65	67	100	--	--	--	--	--
	36/F	79	76	65	67	100	--	--	--	--	--
	37/F	79	76	65	67	100	--	--	--	--	--
	38/F	79	76	65	67	100	--	--	--	--	--
	50/F	79	--	65	66	99	81	81	52	64	52
	51/F	79	76	65	66	99	81	81	52	64	52
	52/F	79	76	65	66	99	81	81	52	64	52
	55/F	79	76	65	66	99	81	81	52	64	52
	56/F	79	76	65	66	99	81	81	52	64	52
	57/F	79	76	65	66	99	81	81	52	64	52
	59/F	79	76	65	66	99	81	81	52	64	52
	60/F	79	76	65	66	99	81	81	52	64	52
	61/F	79	76	65	66	99	81	81	52	64	52
	62/F	79	76	65	66	99	81	81	52	64	52
	63/F	79	76	65	66	99	81	81	52	64	52

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

32. The management fee deposit of a residential property in the Phase is a sum equivalent to three months’ Management Charges (as defined in the Principal DMC).

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

33. The areas in the Phase retained by MTR Corporation Limited for its own use are:

“Phase VI Retained Areas”, which mean those parts of Phase VI reserved for the purpose of installation and placement of gondola, cradles, tracks and associated structures and equipment for the purpose of cleaning and maintenance of the façade of Site E (as defined in the Sub-DMC).

34. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the Sub-DMC, including but not limited to the following easements, rights and privileges:

(a) Full right and liberty for the Owner for the time being, his servants, agents, licensees and tenants, of the Phase VI Retained Areas to go, pass and repass over and along and upon the Phase VI Hotel/Service Apartment/Residential Common Areas in common with all others having the like right for all purposes connected with the proper use and enjoyment of his Unit.

(b) (i) The right for the Owner of the Phase VI Retained Areas and all others authorised by it to install and maintain gondola, cradles, tracks and associated structures and equipment at the Phase VI Retained Areas and to install and maintain tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas along the route as shown coloured light orange and zigzag in black on the plans annexed to the Sub-DMC for the purpose of cleaning, repairing and maintenance of the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall at its own cost and expense be responsible for the repair and maintenance of the said gondola, cradles, tracks and associated structures and equipment installed by it or others authorised by it.

(ii) The right for the Owner of the Phase VI Retained Areas and all others authorised by it at all reasonable times upon prior appointment with the Managers (save in case of emergency) with contractors, servants, agents, workmen or other persons authorised to enter into and upon any part of the Phase VI Hotel/Service Apartment/Residential Common Areas with or without the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, removing or replacing the tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas mentioned in sub-clause (i) above for the purpose of operating the gondola stored at the Phase VI Retained Areas for cleaning, repairing and maintaining the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall cause as little disturbance as is possible and shall make good any damage caused and shall indemnify the Managers and the Owners of Phase VI against all losses, damages, claims, demands, costs and expenses suffered, sustained or incurred by the Managers and/or the Owners of Phase VI in connection with the exercise of the right under this sub-clause.

Unless otherwise defined in this sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the Principal DMC, the Sub-DMC and the Sub-Sub-DMC.

Summary of deed of mutual covenant

公契的摘要

A. 處理期數的公用部分的公契條文的摘要

1. 「公用地方」指「非鐵路站發展項目公用地方」，及任何將會根據日期為1999年3月30日並在土地註冊處以註冊摘要第UB7732245號登記的主公契及管理協議（「主公契」）訂立的「副公契」或「分割契約」指定為公用地方的「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」的該等部分。
2. 「公用服務與設施」指「非鐵路站發展項目公用服務與設施」，及任何將會根據「主公契」訂立的「副公契」或「分割契約」指定為公用服務與設施的「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」服務與設施。
3. 「非鐵路站發展項目公用地方」指「發展項目」（定義見「主公契」）的該等部分（不包括「鐵路站」（定義見「主公契」）的任何部分），當作為個別「期數」（定義見「主公契」）之部分建造後，擬供整個「非鐵路站發展項目」（定義見「主公契」）的「業主」（定義見「主公契」）使用，而並非供「發展項目」的個別「期數」的任何「業主」或若干「業主」獨家享用，包括但不限於「非鐵路站發展項目」之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及「行人天橋輔助建築物」（定義見「主公契」）（不論是否在九龍內地段第11080號邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；「非鐵路站發展項目」上興建的樓宇之地基及建築物；「公共休憩用地」（定義見「主公契」）；「基座平台」（定義見「主公契」）；「非鐵路站發展項目」之上或之內的管理處和供辦公用的其他空間或「非鐵路站發展項目」之上、之內供看更或管理員或其他職員使用的其他樓宇和「非鐵路站發展項目」內並非供「發展項目」的個別「期數」的任何「業主」或若干「業主」獨家享用的一切其他的公用地方。

4. 「非鐵路站發展項目公用服務與設施」指在「發展項目」之內、之上或之下（不包括任何「鐵路站」之內、之上或之下）已建或擬建服務整個「非鐵路站發展項目」的該等設施，包括但不限於污水渠、明渠、排水渠、水道、井、管道及槽、泵、水箱及衛生裝置；電線、電纜、電力裝置、固定物、設備及器具；公共電視及無線電天線、衛星信號或有線電視接收設備及輔助設備；消防及滅火系統、設備及器具裝置；保安系統、設備及裝置；垃圾處理設備；升降機、空調機及電扇和「非鐵路站發展項目」內安裝作為其便利設施供「非鐵路站發展項目」享用，而並非供「發展項目」的各「期數」的任何「業主」或若干「業主」獨家享用的任何其他裝置、系統、機械、設備、器具、固定物、服務及設施。

5. 「私人康樂地方與設施」指「署長」（定義見「主公契」）根據「政府租契」（定義見「主公契」）特別條件第(43)(a)(i)條條款批核的、現在或在「年期」（定義見「主公契」）的任何時間內提供給「發展項目」的「業主」及佔用人及其真正訪客享用的私人康樂地方及附屬設施或其部份。

6. 「第六期之公用地方」統指：

- (a) 「第六期停車場公用地方」；
- (b) 「第六期酒店/服務式公寓/住宅公用地方」；
- (c) 「第六期酒店/服務式公寓公用地方」；
- (d) 「第六期服務式公寓/住宅公用地方」；
- (e) 「第六期公用地方」；及
- (f) 任何將會根據「主公契」訂立的「分副公契」或「分割契約」指定為公用地方的「第六期住宅發展項目」及「第六期服務式公寓樓宇」（二詞之定義見日期為2010年1月8日並在土地註冊處以註冊摘要第10012502270028號登記的副公契及管理協議（「副公契」））的該等部分；

但並不包括供「第六期酒店樓宇」（定義見「副公契」）兩間酒店專用的地方，而為免存疑該等地方是屬於「第六期酒店樓宇」一部份。

7. 「第六期之公用服務與設施」統指：

- (a) 「第六期停車場公用服務與設施」；
- (b) 「第六期酒店/服務式公寓/住宅公用服務與設施」；
- (c) 「第六期酒店/服務式公寓公用服務與設施」；
- (d) 「第六期服務式公寓/住宅公用服務與設施」；
- (e) 「第六期公用服務與設施」；及
- (f) 任何將會根據「主公契」訂立的「分副公契」或「分割契約」指定為公用服務與設施的「第六期住宅發展項目」及「第六期服務式公寓樓宇」的服務與設施；

但並不包括供「第六期酒店樓宇」兩間酒店專用的公用服務與設施，而為免存疑該等服務與設施是屬於「第六期酒店樓宇」一部份。

8. 「第六期停車場公用地方」指「第六期停車場」（定義見「副公契」）的指定範圍，擬供「第六期停車場」各「業主」、佔用人及受許可人公用及共享，以及屬於「第六期酒店樓宇」一部份的車位。其中包括但不限於「第六期停車場」所有出入地方、流通通道、空隙、入口、斜路、行車道及外牆（包括幕牆），但並不包括「非鐵路站發展項目公用地方」內任何地方。

9. 「第六期酒店/服務式公寓/住宅公用地方」指擬供「第六期酒店樓宇」、「第六期服務式公寓樓宇」及「第六期住宅發展項目」各「業主」、佔用人及受許可人使用的「第六期」（定義見「副公契」）部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」及「第六期服務式公寓/住宅公用地方」內任何地方。

10. 「第六期酒店/服務式公寓公用地方」指擬供「第六期酒店樓宇」及「第六期服務式公寓樓宇」「業主」、佔用人及受許可人使用的「第六期」部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」及「第六期服務式公寓/住宅公用地方」內任何地方。

11. 「第六期服務式公寓/住宅公用地方」指擬供「第六期服務式公寓樓宇」及「第六期住宅發展項目」各「業主」、佔用人及受許可人使用的「第六期」部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」及「第六期酒店/服務式公寓公用地方」內任何地方。

12. 「第六期公用地方」指擬供「第六期」多個組成部份「業主」使用的「第六期」部份，即「第六期停車場」、「第六期酒店樓宇」、「第六期住宅發展項目」、「第六期服務式公寓樓宇」及「第六期預留地方」，而非只供一個組成部份的「業主」專用，其中包括但不限於「第六期」上各建築物的地基及結構，以及「第六期」範圍內所有其他公共地方，但不包括「非鐵路站發展項目公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」、「第六期服務式公寓/住宅公用地方」及「第六期酒店/服務式公寓/住宅公用地方」內任何地方。

13. 「第六期停車場公用服務與設施」指位於「第六期」內、上或下而供「第六期停車場」及屬於「第六期酒店樓宇」一部份各車位使用的服務與設施，其中包括但不限於機器及機械、電力裝置、配件及設備、出口閘、保安護衛亭、收費亭和供水器具，但並不包括「非鐵路站發展項目公用服務與設施」內任何服務與設施。

14. 「第六期酒店/服務式公寓/住宅公用服務與設施」指位於「第六期」內、上或下供「第六期酒店樓宇」、「第六期服務式公寓樓宇」及「第六期住宅發展項目」使用的服務與設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」及「第六期服務式公寓/住宅公用服務與設施」內任何服務與設施。

15. 「第六期酒店/服務式公寓公用服務與設施」指位於「第六期」內、上或下供「第六期酒店樓宇」及「第六期服務式公寓樓宇」使用的服務與設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」及「第六期服務式公寓/住宅公用服務與設施」內任何服務與設施。

Summary of deed of mutual covenant

公契的摘要

16. 「第六期服務式公寓/住宅服務與設施」指位於「第六期」內、上或下供「第六期服務式公寓樓宇」及「第六期住宅發展項目」使用的服務與設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」及「第六期酒店/服務式公寓公用服務與設施」內任何服務與設施。

17. 「第六期公用服務與設施」指現已或將會在「第六期」內、上或下建造的設施，供「第六期」多個組成部份使用，即「第六期停車場」、「第六期酒店樓宇」、「第六期住宅發展項目」、「第六期服務式公寓樓宇」及「第六期預留地方」（定義見下文），而非只供一個組成部份的「業主」專用，其中包括但不限於在「第六期」使用或安裝或供「第六期」作一般便利設施的任何裝置、系統、機器、設備、器具、配件、服務及設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」及「第六期酒店/服務式公寓/住宅公用服務與設施」內任何服務與設施。

18. 「第六期康樂地方與設施」指「第六期」內的有蓋園景美化地方、花園、空中花園及場地，以及「第六期」內任何其他根據「政府租契」特別條件第(43)(a)(i)條條款設立的康樂設施及會所，現時或在年內任何時間供「第六期住宅發展項目」及「第六期服務式公寓樓宇」業主及佔用人和其真正訪客享用。所有「第六期康樂地方與設施」均屬於「主公契」所訂的「私人康樂地方與設施」一部份。

19. 根據日期為2010年1月8日並在土地註冊處以註冊摘要第10012502270033號登記的分副公契（「分副公契」），上文第6(f)及7(f)段提及的「期數」的公用部分包括以下：

- (a) 「第六期住宅公用地方」指擬供「第六期住宅發展項目」各「業主」、佔用人及受許可人公用及共享的「第六期住宅發展項目」部份，包括但不限於入口（包括每個「第六期住宅單位」（定義見「副公契」）大門對上的裝飾屏及入口壁燈）和「第六期住宅發展項目」的大堂、樓梯、樓梯平台、走廊及通道、客貨上落處、電梯槽井、機器及設備室、物斗房、外牆（包括幕牆）及天台，但並不包括「非鐵路站發展項目公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公

寓公用地方」、「第六期服務式公寓/住宅公用地方」、「第六期公用地方」及「第六期服務式公寓公用地方」（定義見下文）內任何地方。

- (b) 「第六期住宅公用服務與設施」指位於「發展項目」「第六期」內、上或下供「第六期住宅發展項目」整體使用而非個別一名或多名「第六期住宅單位」「業主」、佔用人及受許可人專用的服務與設施，包括但不限於管線、水管、電纜、電線、機器及機械、電力裝置、公共天線廣播分導系統、配件、設備及器具、各座(定義見「副公契」)樓梯及電梯的人工照明裝置及後備緊急系統，但並不包括「非鐵路站發展項目公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」、「第六期公用服務與設施」及「第六期服務式公寓公用服務與設施」（定義見下文）內任何服務與設施。

- (c) 「第六期服務式公寓公用地方」指擬供「第六期服務式公寓樓宇」各「業主」、佔用人及受許可人公用及共享的「第六期服務式公寓樓宇」部份，包括但不限於入口(包括每個「第六期服務式公寓」(定義見「副公契」)大門對上的裝飾屏及入口壁燈)和「第六期服務式公寓樓宇」的大堂、樓梯、樓梯平台、走廊及通道、客貨上落處、電梯槽井、機器及設備室、物斗房、外牆(包括幕牆)及上層天台，但並不包括「非鐵路站發展項目公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」、「第六期服務式公寓/住宅公用地方」、「第六期公用地方」及「第六期住宅公用地方」內任何地方。

- (d) 「第六期服務式公寓公用服務與設施」指位於「發展項目」「第六期」內、上或下供「第六期服務式公寓樓宇」整體使用而非個別一名或多名「第六期服務式公寓」「業主」、佔用人及受許可人專用的服務與設施，包括但不限於管線、水管、電纜、電線、機器及機械、電力裝置、公共天線廣播分導系統、配件、設備及器具、各座樓梯及電梯的人工照明裝置及後備緊急系統，但並不包括「非鐵路站發展項目公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」、「第六期公用服務與設施」及「第六期住宅公用服務與設施」內任何服務與設施。

20. 管理人有權力及責任保養及維持「公用地方」及「公用服務與設施」至良好維修及狀況。

21. 受「政府租契」及「主公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」(如規定者)及受「大廈規則」及「裝修規則」所規定，便可連帶享有(如適用)「主公契」第二附錄第I部份註明各項地役權、權利及特權之利益，包括但不限於以下權利、地役權及特權：

(A) 適用於「發展項目」的所有「業主」的權利、地役權及特權

- (a) 現任「業主」、其傭僕、代理、受許可人、租客及合法居住者均有全權及自由(與所有其他具有同類權利的人等共用)行經、通越及再通越「非鐵路站發展項目公用地方」以作關乎完善使用及享用其「單位」之所有用途。

- (b) 「發展項目」的「單位」的現任「業主」、其代理及受許可人均有全權及自由(與所有其他具有同類權利的人等共用)享用任何副公契指定供「業主」使用的「私人康樂地方及設施」（但不包括任何其他供「發展項目」其他部分的「業主」使用的「私人康樂地方與設施」）以限作康樂用途，但須遵守管理人制定的使用規則及費用。惟在行使有關權利時「業主」不可損害、干擾或允許損害或干擾一般便利設施、機械、設備或服務。

(B) 適用於財政司法團作為「政府樓宇」的「業主」的權利、地役權及特權

財政司法團、其承租人、租客、受許可人及其他其授權之人士或「政府樓宇」或其部分的現任「業主」或佔用人均有權免費行經、通越、再通越及享用「公用地方」以完善使用及享用「政府樓宇」或其任何部分及享用「公用服務與設施」。

22. 受「政府租契」及「主公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並須遵從「主公契」第二附錄第II部份所訂的原權益保留條款及新權益保留條款，包括但不限於以下原權益保留條款及新權益保留條款：

(A) 管理人的權力

- (a) 管理人有全權及特權可經發出事前合理通知（緊急情況除外）後，帶同或不帶同測量師、工人或其他人士，在任何合理時間內進入「土地」及「發展項目」的任何部分包括每個「單位」（除非得到「港鐵」的事前書面同意，不包括「鐵路站」及「保留區域」，除非得到「政府樓宇」的現任「業主」或佔用者的同意（緊急情況除外），不包括「政府樓宇」），旨在視察、重建、維修、翻新、更換、修復、保養、清潔、髹漆或裝飾「非鐵路站發展項目」、「公用地方」及「公用服務與設施」或其中任何部分的建築物，或「業主」未有履行其職責維修及保養的任何「單位」，或以便管理人行使其「主公契」條款規定的任何權利及職責，惟管理人須確保盡量減少造成的滋擾並修復因此造成的損壞。

- (b) 管理人有權根據「署長」要求，帶同或不帶同測量師、工人或其他人士，進行一切必要工程臨時封閉樓宇或建在「土地」上的樓宇的出入口，旨在按「政府租契」特別條件第(54)及第(55)條條款的規定，連接行人通道、行人隧道或行人天橋和樓宇或「行人天橋輔助建築物」。

(c) 管理人有權以許可形式授權：

- (i) 經「發展項目業主委員會」的預先批准，使用「非鐵路站發展項目公用地方」的外牆（「政府樓宇」的外牆除外），以作宣傳用途；及在得到「署長」同意後，批准搭建或安裝海報、其他廣告標誌或建築物（不論發光與否）及將其移除、維修、保養、服務或更換及從最接近上述宣傳海報、標誌及其他建築物的大廈或建築物獲取電力；

Summary of deed of mutual covenant

公契的摘要

<p>(ii) 在得到相關政府部門的預先批准（如需要）為前提下，經有關「非鐵路站發展項目」受影響部分的「業主附屬委員會」的預先批准，於構成「非鐵路站發展項目公用地方」部分的天台及/或上層天台安裝通訊系統、設備及其他通訊裝置及設備，並受制於該「業主附屬委員會」認為適合的條款和條件；</p>	<p>(a) 在任何時間與其承辦商、傭僕、代理人、工人或其他授權人等進入「土地」及「發展項目」的任何部份（「政府樓宇」除外，除非進入「政府樓宇」是無可避免，屆時須給予合理的事先通知），攜帶所有必要的工具、設備、機械及物料及（如必要）臨時性地使用「公共地方」及「公共服務與設施」，以便運輸、通過及儲存建築物料及設備，旨在：</p>	<p>(c) 經「發展項目業主委員會」預先批准，指定「保留區域」的任何部分為「公共地方」或「公共服務與設施」，用作「非鐵路站發展項目公用地方」或「非鐵路站發展項目公用服務與設施」或歸屬於「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」。</p>	<p>括但不限於使用任何道路、通道、行人路、行人徑、行人天橋、行人隧道、公園、休憩用地、明渠和暗渠、康樂區和設施、污水處理廠和設施、垃圾收集和處理的區域和設施、排水系統和煤氣、水和電力的儲存、轉換和供電系統的權利），或根據「港鐵」認為適合的條款及條件許可任何毗連或鄰近土地類似的權利。但須以下列條件作為前提：</p>
<p>(iii) 經有關「非鐵路站發展項目」受影響部分的「業主附屬委員會」的預先批准，使用構成「公用地方」部分的任何住宅大廈的轉換層的部分，提供適合臨近的「住宅發展項目」的「單位」的「業主」作為天井之用途，並受制於該「業主附屬委員會」認為適合的條款和條件；</p>	<p>(i) 在「港鐵」有絕對及不受約束的酌情權以其認為適合的方式和物料的情況下，完成及使計劃中的「土地」及「發展項目」的任何部分的工程（不論是單一或連同毗鄰土地或樓宇的工程）；</p>	<p>(d) 在根據「政府租契」特別條件第(58)(a)(ii)(2)條條款的規定及得到「署長」的事先書面批准，「港鐵」有專有的權利及特權分配「份數」到「發展項目」的個別「期數」及該「期數」的個別「單位」及「公用地方」，及分配「管理份數」到該「期數」的個別「單位」。</p>	<p>上述任何因授權而得到的費用須作為「管理基金」的一部分及在最後一期的「發展項目」的佔用許可證發出後，本分條內的權利須在「發展項目業主委員會」的批准下運用。</p>
<p>但須以下列條件作為前提：</p>	<p>(ii) 進行任何必要的工程、維修或保養以防止「港鐵鐵路」、「鐵路站」或「港鐵鐵路建築物」受到任何損害、或以防止或修復任何由「業主」或管理人進行、但「港鐵」認為對「港鐵鐵路」、「鐵路站」或「港鐵鐵路建築物」造成危害或損害的工程。進行上述工程時，其費用將成為對「港鐵」的債務，管理人須在「港鐵」要求下從管理基金中償還該債務；</p>	<p>(e) 經「署長」的事先書面批准，在「發展項目」的任何指定部分的佔用許可證發出後，分配及重新分配「份數」到該指定部分、個別「單位」、「公用地方」及「公用服務與設施」，及因應總樓面面積的改變分配及重新分配「管理份數」到個別「單位」。</p>	<p>23. 為著「單位」的現任「業主」及佔用者的利益，應訂立「大廈規則」及「裝修規則」規範「非鐵路站發展項目」及任何「公用地方」（包括「私人康樂地方與設施」）及「公用服務與設施」的使用、佔用、維修和環境控制，及規範任何佔用、探訪或使用上述的人士。該「大廈規則」及「裝修規則」應對「業主」、其租客、受許可人、傭僕、及代理（除非有維持任何不時存在的擔保條款的利益的必要性，並非指「政府樓宇」的「業主」）具有約束力。</p>
<p>(1) 對任何搭建在「政府樓宇」外牆的標誌或廣告沒有造成影響；</p>	<p>(iii) 興建及使計劃中在「保留區域」之內、上或通過的未來「港鐵鐵路」延伸段投入使用；</p>	<p>(f) 經「發展項目業主委員會」的批准下，修改、變更、改動、添加、修飾或替換「公用地方」及「公用服務與設施」的任何部分。但須以下列條件作為前提：「業主」實際使用和享受「單位」時不受到不利影響，及在「公用地方」及「公用服務與設施」不被減少的清況下，上述之修改、變更、改動、添加、修飾或替換不會給予「業主」任何對「港鐵」的訴訟權。</p>	<p>24. 「港鐵」需自費準備第一份《工程和裝置保養手冊》給「第六期」內的「單位」的「業主」及管理人作參考，其中包括下列細節：</p>
<p>(2) 對「業主」的權利及權益沒有造成不利影響；</p>	<p>(iv) 興建未來行人通道連接「非鐵路站發展項目」及「鐵路站」；</p>	<p>(g) 興建、保養、鋪排、變更、移除、更改路線及更新在「土地」及「發展項目」中（只為「政府樓宇」伺服的服務及設施除外）或部分在「土地」及「發展項目」中（只為「政府樓宇」伺服的服務及設施除外）及毗鄰土地的水渠、管道、電纜、下水道及其他安裝，固定物、房間和其他建築物，旨在提供公用服務及康樂設施給「土地」及「發展項目」及/或任何其他毗連、相鄰或鄰近土地及根據「港鐵」認為適合的條款及條件授權任何人士進行任何上述行為。</p>	<p>管理人須為「第六期」內的「單位」的「業主」視察、保養「第六期」之「公用地方」及「第六期」之「公用服務與設施」（包括構成「第六期」之「公用地方」及「第六期」之「公用服務與設施」的「工程和裝置」的部分）及進行一切必要的工程，其費用須由「第六期」的「單位」的「業主」所承擔。</p>
<p>(3) 受許可人須承擔及自費保持及保養展示、安裝、搭建或附加了上述海報及其他廣告標誌、通訊系統及設備或建築物的受許可的「公用地方」的部分在良好狀態；</p>	<p>(v) 進行其他「土地」及「發展項目」之內、下、上或以上不時需要的工程。</p>	<p>(h) 經「發展項目業主委員會」的批准下，給予發展項目任何在「非鐵路站發展項目公用地方」及「非鐵路站發展項目公用服務與設施」的任何部分或在「私人康樂地方與設施」的權利、通道權、地役權或類地役權（包</p>	<p>25. 受「政府租契」、「主公契」及「副公契」之契諾與條款規定，於年期餘年及任何續訂年期內，分配予「發展項目」「第六期」的每份「份數」由不時擁有資格的人士或人等持有，並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」（如規定者）及受「第六期大廈規則」所規定，便可連帶享有（如適用）「副公契」第二附錄第I部份註明各項地役權、權利及特權之利益，包括但不限於以下地役權、權利及特權：</p>
<p>(4) 管理人收到的所有許可費用或其它收入應按「主公契」第J部分第7條條款使用。</p>	<p>(b) 經「署長」的事先書面批准，免費轉讓「公用地方」及「公用服務與設施」或其任何部分連同相關的「份數」予管理人以供全體業主的一般享用，惟在作出上述轉讓時，上述之地方及設施由管理人以信託形式代為全體業主持有；及如果根據「主公契」第H部分第2條條款管理人辭職、清盤或被革職而另一名管理人被任命，或如果根據《建築物管理條例》成立的「非鐵路站發展項目」的「業主立案法團」要求，管理人或其清盤人須以同樣信託形式轉讓上述之「公用地方」及「公用服務與設施」連同相關的「份數」（如有）予新的管理人或「業主立案法團」（如適用）。</p>		
<p>(B) 「港鐵」的權利</p>			
<p>只要「港鐵」仍然是任何「份數」的實益擁有人，「港鐵」有專有及不受限制的權利，按其絕對酌情權，在任何時間及不時其認為適當的時間，做以下所有或任何行為或舉動及/或行使所有或以下任何權利、自由、特權及權益：</p>			

Summary of deed of mutual covenant

公契的摘要

每名現任「業主」及其傭僕、代理、受許可人及租客均享有以下的全權及自由：	(iv) 「第六期停車場公用地方」；及	(c) (i) 「地盤E」「業主」有權在「通訊網絡設施與地方」安裝及維修「地盤E」專用的公共天線廣播分導系統及電訊設施與設備，以及在「第六期公用地方」內、上或貫越該處安裝及維修相關設施與設備。「地盤E」「業主」及其代理、承辦商、工人或傭僕並且有權攜帶所有必要工具、物料、機器及設備通行「第六期」，以便安裝、修理、維修及更新所有此等公共天線廣播分導系統、電訊設施與設備及相關設施與設備。然而，「地盤E」「業主」如需在「通訊網絡設施與地方」範圍外執行任何工程，事前必須遵照本條規定徵取「第六期業主附屬委員會」批准，而施工人員必須以合理和負責的態度執行工程，並且盡量避免對「第六期」造成損害和滋擾，如有損害則需妥善修復。再者，「地盤E」「業主」行使本項權利時，概不可干預或滋擾任何「業主」合理地享用其「單位」之權利。	(v) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，行經、通越及再通越「第六期公用地方」，以便進出及使用屬於「第六期公用服務與設施」一部份的大廈管理公用設施，藉此清潔、修理及維修「地盤E」的正面外牆。然而「地盤E」「業主」每次使用此等大廈管理公用設施均需向管理人繳費，金額由管理人參照大廈管理公用設施的維修費用和人工成本，根據每個「地盤」使用的頻密度而合理釐定，由「第六期」「業主」及「地盤E」「業主」按比例攤分。所有此等費用收訖後一律撥入「第六期」「基本基金」。
(a) 「第六期住宅單位」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：	(v) 「副公契」所夾附圖則以紅色及黑三角線顯示以資識別的「第六期服務式公寓樓宇」部份；		
(i) 「第六期服務式公寓/住宅公用地方」；	(d) 「第六期車位」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期停車場公用地方」及「第六期公用地方」；		
(ii) 「第六期酒店/服務式公寓/住宅公用地方」；	(e) 「第六期預留地方」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期酒店/服務式公寓/住宅公用地方」；		(vi) 「地盤E」「業主」及其傭僕、代理、受許可人及租客享有通行權（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期」的行人走廊及通道，以沿着「副公契」所夾附圖則分別以淺橙色加黑點及淺綠色加黑點顯示的路線作緊急逃生通道。
(iii) 「第六期公用地方」；		(ii) 「地盤E」「業主」有權接駁及使用屬於「第六期公用服務與設施」一部份的公共天線廣播分導系統，以及就此在管理人指定為「第六期公用地方」的範圍內、上或貫越該處安裝及維修「地盤E」專用的電纜、光纖電纜及相關電線、設備與設施，此外，「地盤E」「業主」及其代理、承辦商、工人或傭僕亦有權攜帶所有必要的工具、物料、機器及設備通行「第六期」，以便安裝、修理、維修及更新所有此等電纜、光纖電纜及相關電線。然而「地盤E」「業主」需按照管理人合理釐定的合理比例攤付公共天線廣播分導系統的修理及維修費用。	
(iv) 「副公契」所夾附圖則以淺藍色及蜂窩黑線顯示以資識別的「第六期酒店樓宇」部份；及			(d) (i) 「地盤M」「業主」及其傭僕、代理、受許可人及租客享有通行權（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期」的行人走廊及通道，以沿着「副公契」所夾附圖則分別以淺橙色加黑點及淺綠色加黑點顯示的路線作緊急逃生通道。
(v) 「副公契」所夾附圖則以紅色間黑線顯示以資識別的「第六期服務式公寓樓宇」部份；	26. 受「政府租契」、「主公契」及「副公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並須遵從「副公契」第二附錄第II部份所訂的原權益保留條款及新權益保留條款，包括但不限於以下原權益保留條款及新權益保留條款：		(ii) 「地盤M」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，行經、通越及再通越「第六期公用地方」任何部份，以便進出「第六期」內「車站」各項服務，藉此每日24小時修理及維修此等「車站」服務，惟「地盤M」「業主」必須盡量避免造成滋擾，如造成損害則需妥善修復。
(b) 「第六期服務式公寓」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：	(a) 「主公契」第二附錄第II部份所訂的地役權、權利及特權；	(iii) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）沿着「副公契」所夾附圖則以淺藍色加黑色長虛線顯示的路線，行經、通越及再通越「第六期酒店樓宇」的部分，以出入「地盤E」內的「零售商場發展項目」。	
(i) 「第六期酒店/服務式公寓公用地方」；	(b) 「發展項目」「地盤E」及「地盤M」的「業主」有權在「副公契」生效日現存的位置建造位於「第六期公用地方」及「第六期酒店樓宇」內、上或貫越該處而分別只供「地盤E」及「地盤M」使用的服務與設施（包括但不限於排水、滅火及煙霧探測抽氣服務與設施），又或按需要接駁至任何屬於「第六期」的管道。此外，「地盤E」及「地盤M」「業主」（視乎情況而定）及其代理、承辦商、工人或傭僕並且有權攜帶所有必要工具、機器、設備及物料通行該處，以修理、維修及更新所有此等服務與設施。然而「地盤E」及「地盤M」「業主」（視乎情況而定）執行任何此等工程之前，必須先徵取「第六期」「業主」書面批准，而「第六期」「業主」不可無理拒絕或延誤給予同意。再者，施工人員必須以合理和負責的態度執行工程，並盡量避免對「第六期」造成損害和滋擾，如有損害則需妥善修復。再者，「地盤E」及「地盤M」「業主」行使本項權利時，概不可干預或滋擾任何「業主」合理地享用其「單位」之權利。	(iv) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，沿着「副公契」所夾附「一樓平面圖」以淺藍色加黑色長虛線顯示的路線，行經、通越及再通越「第六期酒店樓宇」，以便進出檢查及修理、維修和更新平台層的「地盤E」上落客區及該處的設備與設施。	(e) 就任何構成「單位」一部分的平台天台而言，管理人及其傭僕、代理、承辦商及正式授權人等有權在事前發出合理通知後，進入此等平台天台，以便操作存放於「第六期公用地方」內上層天台的清潔吊船。
(ii) 「第六期服務式公寓/住宅公用地方」；			
(iii) 「第六期酒店/服務式公寓/住宅公用地方」；			
(iv) 「第六期公用地方」；			
(v) 「副公契」所夾附圖則以淺藍色及蜂窩黑線和淺藍色間黑線顯示以資識別的「第六期酒店樓宇」部份；及			
(vi) 「副公契」所夾附圖則以粉紅色間黑線顯示以資識別的「第六期住宅發展項目」部份；			
(c) 「第六期酒店樓宇」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：			
(i) 「第六期酒店/服務式公寓公用地方」；			
(ii) 「第六期酒店/服務式公寓/住宅公用地方」；			
(iii) 「第六期公用地方」；			

Summary of deed of mutual covenant

公契的摘要

27. 遵從「政府租契」、「主公契」、「副公契」及「分副公契」之契諾與條款規定，在「年期」餘年及任何續訂年期內，每份分配予「發展項目」「第六期住宅單位」及「第六期服務式公寓」的「份數」將歸屬不時持有相關權益的人士或人等。只要「業主」依照「主公契」指定的時間及方式按時支付「管理費」（如規定者），則遵從「第六期大廈規則」的規定，現任「業主」及其傭僕、代理、受許可人及租客可享有以下全權及自由：

- (a) 「第六期住宅單位」的現任「業主」及其傭僕、代理、受許可人及租客擁有通行權（與所有其他具有同類權利的人等共享），可行經、通越及再通越「第六期住宅公用地方」及「第六期服務式公寓公用地方」指定部份，即「分副公契」所夾附圖則以紅色加十字黑線顯示以資識別的範圍；
- (b) 「第六期服務式公寓」的現任「業主」及其傭僕、代理、受許可人及租客擁有通行權（與所有其他具有同類權利的人等共享），可行經、通越及再通越「第六期服務式公寓公用地方」及「第六期住宅公用地方」指定部份，即「分副公契」所夾附圖則以黃色加黑線顯示以資識別的範圍；

以作完善使用及享用其「單位」之所有用途。

B. 分配予期數中的每個住宅物業的不分割份數的數目

28. 以下是分配予「期數」中的每個住宅物業的不分割份數的數目：

座數	樓層	單位	不分割份數
第20座（第1區）	91/F	A	4225
		C	2364
		D	2519
	87/F - 90/F	A	2018
		B	888
		C	1765
		D	1823
	76/F - 83/F & 85/F - 86/F	A	1899
		B	888
		C	1765
		D	1823
	73/F & 75/F	A	1884
		B	888
		C	1765
		D	1823
	72/F	A	1876
		B	888
		C	1765
		D	1823
	71/F	A	1891
		B	888
		C	1765
		D	1823
	67/F - 70/F	A	1876
		B	888
		C	1765
		D	1823

座數	樓層	單位	不分割份數
第20座（第2區）	38/F	B	1795
		C	1468
		E	843
	37/F	B	1824
		C	825
		D	837
		E	843
	36/F	A	1187
		B	1371
		C	825
		D	837
		E	843
	17/F - 23/F, 25/F - 33/F & 35/F	A	1144
		B	1431
		C	825
		D	837
		E	843
	16/F	A	1143
		B	1431
		C	825
		D	837
		E	843
	15/F	B	1482
		C	825
		D	842
	12/F	A	3387
		B	1496
		C	825
		D	842

座數	樓層	單位	不分割份數
第21座（第1區）	91/F	A	2775
		B	2415
		C	4050
		E	1655
	87/F - 90/F	A	2202
		B	1685
		C	1342
		D	1191
		E	1655
	83/F & 85/F - 86/F	A	2202
		B	1685
		C	1344
		D	1190
	82/F	A	2557
		B	1685
		C	1342
		D	1173
	67/F - 73/F & 75/F - 81/F	A	1991
		B	1685
		C	1330
		D	1167
第21座（第2區）	50/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	1796
		B	1672
		C	1322
		D	1167
	37/F & 38/F	A	1839
		B	1659
		C	1318
		D	1176
	29/F - 33/F & 35/F - 36/F	A	1830
		B	1659
		C	1318
		D	1176
	15/F - 23/F & 25/F - 28/F	A	1830
		B	1665
		C	1318
		D	1174

Summary of deed of mutual covenant

公契的摘要

座數	樓層	單位	不分割份數
第21座（第3區）	81/F	A	1831
		B	2057
		D	1932
	80/F	A	1235
		B	1435
		C	3937
		D	1399
		E	1196
	73/F & 75/F - 79/F	A	1235
		B	1433
		C	2062
		D	1399
	67/F - 72/F	E	1196
		A	1235
		B	1433
		C	2062
		D	1399
		E	1199
第21座（第5區）	51/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	845
		B	822
		C	699
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558
	50/F	A	855
		C	700
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558

座數	樓層	單位	不分割份數
第21座（第5區）	29/F - 33/F & 35/F - 38/F	A	846
		B	822
		C	698
		D	726
		E	1079
	15/F - 23/F & 25/F - 28/F	A	847
		B	822
		C	698
		D	726
		E	1079
第21座（第6區）	38/F	B	1700
		C	1453
		E	833
	37/F	B	1738
		C	832
		D	836
		E	833
	36/F	A	1207
		B	1357
		C	832
		D	836
		E	833
	16/F - 23/F, 25/F - 33/F & 35/F	A	1165
		B	1417
		C	832
		D	836
		E	833
	15/F	B	1431
		C	832
		D	836
		E	833
	12/F	A	3457
		B	1490
		C	832
		D	841

C. 有關期數的管理人的委任年期

29. 「期數」的管理人獲委任的首任任期從「發展項目」的第一張佔用許可證發出之日起至「發展項目」最後一個「期數」的佔用許可證之日後兩年或「政府租契」內的建築契約期限屆滿，以較早者為準，並在其後逐年續任，受「主公契」中的終止條文規限。

D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

30. 期數中的住宅物業的「業主」須按以下方式分擔管理開支：

- (a) 「期數」中的住宅物業的「業主」（連同其他人）須按他們（連同其他人）擁有的「單位」（定義見「主公契」）獲分配的「管理份數」（定義見「主公契」）對「非鐵路站發展項目」（定義見「主公契」）獲分配的總「管理份數」之比例分擔「非鐵路站發展項目管理預算」（定義見「主公契」）的開支；
- (b) 「期數」中的住宅物業的「業主」（連同其他人）須按他們（連同其他人）擁有的「單位」獲分配的「管理份數」對「期數」獲分配的總「管理份數」之比例分擔相關「期數管理預算」（定義見「主公契」）的開支，但是倘管理人為個別「期數」或其中任何部分製定分預算，則只有屬於該整個「期數」的開支須按上述方式分攤。該分預算涵蓋的「業主」應按他們擁有的「單位」獲分配的「管理份數」對該分預算涵蓋的所有「單位」獲分配的總「管理份數」之比例支付該分預算的開支。

31. 以下是分配予期數中的每個住宅物業的管理份數的數目：

第20座

(a) 第六期住宅發展項目

區	樓層	單位A	單位B	單位C	單位D	單位E
第20座（第2區）	12/F	315	139	77	78	--
	15/F	--	138	77	78	--
	16/F	106	133	77	78	78
	17/F	106	133	77	78	78
	18/F	106	133	77	78	78
	19/F	106	133	77	78	78
	20/F	106	133	77	78	78
	21/F	106	133	77	78	78
	22/F	106	133	77	78	78
	23/F	106	133	77	78	78
	25/F	106	133	77	78	78
	26/F	106	133	77	78	78
	27/F	106	133	77	78	78
	28/F	106	133	77	78	78
	29/F	106	133	77	78	78
	30/F	106	133	77	78	78
	31/F	106	133	77	78	78
	32/F	106	133	77	78	78
	33/F	106	133	77	78	78
	35/F	106	133	77	78	78
	36/F	110	127	77	78	78
	37/F	--	169	77	78	78
	38/F	--	167	136	--	78

Summary of deed of mutual covenant

公契的摘要

(b) 第六期服務式公寓樓宇

區	樓層	單位A	單位B	單位C	單位D
第20座 (第1區)	67/F	174	82	164	169
	68/F	174	82	164	169
	69/F	174	82	164	169
	70/F	174	82	164	169
	71/F	176	82	164	169
	72/F	174	82	164	169
	73/F	175	82	164	169
	75/F	175	82	164	169
	76/F	176	82	164	169
	77/F	176	82	164	169
	78/F	176	82	164	169
	79/F	176	82	164	169
	80/F	176	82	164	169
	81/F	176	82	164	169
	82/F	176	82	164	169
	83/F	176	82	164	169
	85/F	176	82	164	169
	86/F	176	82	164	169
	87/F	187	82	164	169
	88/F	187	82	164	169
	89/F	187	82	164	169
	90/F	187	82	164	169
	91/F	393	--	220	234

第21座

(a) 第六期住宅發展項目

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第6區)	12/F	321	138	77	78	--
	15/F	--	133	77	78	77
	16/F	108	132	77	78	77
	17/F	108	132	77	78	77
	18/F	108	132	77	78	77
	19/F	108	132	77	78	77
	20/F	108	132	77	78	77
	21/F	108	132	77	78	77
	22/F	108	132	77	78	77
	23/F	108	132	77	78	77
	25/F	108	132	77	78	77
	26/F	108	132	77	78	77
	27/F	108	132	77	78	77
	28/F	108	132	77	78	77
	29/F	108	132	77	78	77
	30/F	108	132	77	78	77
	31/F	108	132	77	78	77
	32/F	108	132	77	78	77
	33/F	108	132	77	78	77
	35/F	108	132	77	78	77
	36/F	112	126	77	78	77
	37/F	--	161	77	78	77
	38/F	--	158	135	--	77

(b) 第六期服務式公寓樓宇

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第1區)	67/F	185	157	124	108	--
	68/F	185	157	124	108	--
	69/F	185	157	124	108	--
	70/F	185	157	124	108	--
	71/F	185	157	124	108	--
	72/F	185	157	124	108	--
	73/F	185	157	124	108	--
	75/F	185	157	124	108	--
	76/F	185	157	124	108	--
	77/F	185	157	124	108	--
	78/F	185	157	124	108	--
	79/F	185	157	124	108	--
	80/F	185	157	124	108	--
	81/F	185	157	124	108	--
	82/F	238	157	125	109	--
	83/F	205	157	125	111	--
	85/F	205	157	125	111	--
	86/F	205	157	125	111	--
	87/F	205	157	125	111	154
	88/F	205	157	125	111	154
	89/F	205	157	125	111	154
	90/F	205	157	125	111	154
	91/F	258	224	376	--	154

區	樓層	單位A	單位B	單位C	單位D
第21座 (第2區)	15/F	170	155	122	109
	16/F	170	155	122	109
	17/F	170	155	122	109
	18/F	170	155	122	109
	19/F	170	155	122	109
	20/F	170	155	122	109
	21/F	170	155	122	109
	22/F	170	155	122	109
	23/F	170	155	122	109
	25/F	170	155	122	109
	26/F	170	155	122	109
	27/F	170	155	122	109

區	樓層	單位A	單位B	單位C	單位D
第21座 (第2區)	28/F	170	155	122	109
	29/F	170	154	122	109
	30/F	170	154	122	109
	31/F	170	154	122	109
	32/F	170	154	122	109
	33/F	170	154	122	109
	35/F	170	154	122	109
	36/F	170	154	122	109
	37/F	171	154	122	109
	38/F	171	154	122	109
	50/F	167	155	123	108
	51/F	167	155	123	108
	52/F	167	155	123	108
	55/F	167	155	123	108
	56/F	167	155	123	108
	57/F	167	155	123	108
	59/F	167	155	123	108
	60/F	167	155	123	108
	61/F	167	155	123	108
	62/F	167	155	123	108
	63/F	167	155	123	108

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第3區)	67/F	115	133	192	130	111
	68/F	115	133	192	130	111
	69/F	115	133	192	130	111
	70/F	115	133	192	130	111
	71/F	115	133	192	130	111
	72/F	115	133	192	130	111
	73/F	115	133	192	130	111
	75/F	115	133	192	130	111
	76/F	115	133	192	130	111
	77/F	115	133	192	130	111
	78/F	115	133	192	130	111
	79/F	115	133	192	130	111
	80/F	115	133	366	130	111
	81/F	170	191	--	179	--

Summary of deed of mutual covenant

公契的摘要

區	樓層	單位A	單位B	單位C	單位D	單位E	單位F	單位G	單位H	單位J	單位K
第21座 (第5區)	15/F	79	76	65	67	100	--	--	--	--	--
	16/F	79	76	65	67	100	--	--	--	--	--
	17/F	79	76	65	67	100	--	--	--	--	--
	18/F	79	76	65	67	100	--	--	--	--	--
	19/F	79	76	65	67	100	--	--	--	--	--
	20/F	79	76	65	67	100	--	--	--	--	--
	21/F	79	76	65	67	100	--	--	--	--	--
	22/F	79	76	65	67	100	--	--	--	--	--
	23/F	79	76	65	67	100	--	--	--	--	--
	25/F	79	76	65	67	100	--	--	--	--	--
	26/F	79	76	65	67	100	--	--	--	--	--
	27/F	79	76	65	67	100	--	--	--	--	--
	28/F	79	76	65	67	100	--	--	--	--	--
	29/F	79	76	65	67	100	--	--	--	--	--
	30/F	79	76	65	67	100	--	--	--	--	--
	31/F	79	76	65	67	100	--	--	--	--	--
	32/F	79	76	65	67	100	--	--	--	--	--
	33/F	79	76	65	67	100	--	--	--	--	--
	35/F	79	76	65	67	100	--	--	--	--	--
	36/F	79	76	65	67	100	--	--	--	--	--
	37/F	79	76	65	67	100	--	--	--	--	--
	38/F	79	76	65	67	100	--	--	--	--	--
	50/F	79	--	65	66	99	81	81	52	64	52
	51/F	79	76	65	66	99	81	81	52	64	52
	52/F	79	76	65	66	99	81	81	52	64	52
	55/F	79	76	65	66	99	81	81	52	64	52
	56/F	79	76	65	66	99	81	81	52	64	52
	57/F	79	76	65	66	99	81	81	52	64	52
	59/F	79	76	65	66	99	81	81	52	64	52
	60/F	79	76	65	66	99	81	81	52	64	52
	61/F	79	76	65	66	99	81	81	52	64	52
	62/F	79	76	65	66	99	81	81	52	64	52
	63/F	79	76	65	66	99	81	81	52	64	52

E. 計算管理費按金的基準

32. 在期數中的住宅物業的管理費按金金額相等於3個月的管理費（定義見「主公契」）。

F. 處理擁有人在期數中保留作自用的範圍（如有的話）的公契條文的摘要

33. 香港鐵路有限公司在期數中保留以下範圍作自用：

「第六期預留地方」，指預留作安裝和放置清潔及維修「地盤E」（定義見「副公契」）正面外牆用途各吊船、吊架、軌道及相關結構物與設備的「第六期」的部份。

34. 受「政府租契」、「主公契」及「副公契」之契諾與條款規定，於年期餘年及任何續訂年期内，分配予「發展項目」「第六期」的每份「份數」由不時擁有資格的人士或人等持有，並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」（如規定者）及受「第六期大廈規則」所規定，便可連帶享有（如適用）「副公契」第二附錄I部份註明各項地役權、權利及特權之利益，包括但不限於以下地役權、權利及特權：

(a) 「第六期預留地方」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期酒店/服務式公寓/住宅公用地方」以作關乎完善使用及享用其「單位」之所有用途。

(b) (i) 「第六期預留地方」「業主」及其所有授權人等均有權在「第六期預留地方」安裝及維修吊船、吊架、軌道及相關結構物與設備，並可在「第六期酒店/服務式公寓/住宅公用地方」沿「副公契」所夾附圖則以淺橙色加之字黑線顯示的路線安裝和維修軌道及相關結構物，以便清潔、修理及維修「地盤E」的正面外牆。然而「第六期預留地方」「業主」應自費負責修理及維修由其本身或授權人等裝設的上述吊船、吊架、軌道及相關結構物與設備。

(ii) 「第六期預留地方」「業主」及其所有授權人等均有權在事前與管理人預約（緊急情況除外）後，於任何合理時間聯同承辦商、傭僕、代理、工人或其他授權人等，不論攜帶必要工具、設備、機器及物料與否，進入「第六期酒店/服務式公寓/住宅公用地方」任何部份，以便安裝、修理、維修、拆除或更換上文(i)次條所載位於「第六期酒店/服務式公寓/住宅公用地方」的軌道及相關結構物，藉此操作存放於「第六期預留地方」的吊船，以清潔、修理及維修「地盤E」的正面外牆。然而「第六期預留地方」「業主」必須盡量避免造成滋擾，如有損害則妥善修復。如因行使本項權利令管理人及/或「第六期」「業主」蒙受、承受或招致任何損失、損害、索償、需索、費用及開支，則需向管理人及「第六期」「業主」作出賠償。

除非在本售樓說明書另有定義，以上使用的方括號內的詞語與「主公契」、「副公契」及「分副公契」內的詞語具有相同義意。

Summary of land grant

批地文件的摘要

1. The Phase is situated on Site F of Kowloon Inland Lot No.11080.

2. Kowloon Inland Lot No.11080 (the “**Lot**”) was granted under Agreement and Conditions of Grant No.UB12397 (as varied or modified by four Modification Letters dated 10 November 1997, 8 June 1998, 15 May 2000 and 12 December 2000 respectively and registered in the Land Registry by Memorial Nos. UB7333780, UB7500376, UB8098181 and UB8262169 respectively and an Approval letter dated 26 September 2008 and registered in the Land Registry by Memorial No. 08092902530044) (collectively the “**Land Grant**”) for a term of years commencing on 8 July 1996 and expiring on 30 June 2047.

3. User

Special Condition No.(17)(a) and (b) of the Land Grant stipulates that:

- (a) Subject to these Conditions (as defined in General Condition No.(14) of the Land Grant), the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than non-industrial (excluding godown and petrol filling station) purposes.
- (b) Without prejudice to the generality of sub-clause (a) of Special Condition No.(17) and Special Condition No.(19) of the Land Grant, the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for which it is designed, constructed and intended in accordance with these Conditions, the Approved Landscaping Proposals and the Approved Building Plans.

4. Indemnity by Grantee

General Condition No.(6) of the Land Grant stipulates that:

The Grantee shall indemnify and keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (the “**Director**”) (whose opinion shall be final and binding upon the Grantee), arisen out of any development or redevelopment affecting the Lot or part thereof or out of any other works which the Grantee is required to undertake in compliance with these Conditions.

5. Maintenance

General Condition No.(8) of the Land Grant stipulates that:

- (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto;
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

6. Private streets, roads and lanes

General Condition No.(10) of the Land Grant stipulates that:

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

7. Landscaping

Special Condition No.(8)(d) and (e) of the Land Grant stipulates that:

- (d) Upon development or redevelopment of the Lot, the Grantee shall landscape the Lot in accordance with the Conceptual Submission and the Detailed Submission (both as defined in Special Condition No.8(a) of the Land Grant) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director. The Conceptual Submission and the Detailed Submission as approved by the Director and any subsequent amendments thereto approved in accordance with these Conditions are hereinafter collectively referred to as “**the Approved Landscaping Proposals**”.
- (e) The Grantee shall at his own expense thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

8. Formation of Green Area

Special Condition No.(9) of the Land Grant stipulates that:

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

- (a) within 24 months from the date of the Agreement and Conditions of Grant No.UB12397, lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements or such other structures as the Director in his sole discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green (hereinafter referred to as “**the Green Area**”) on Plan I annexed to the Land Grant;
- (b) within 24 months from the date of the Agreement and Conditions of Grant No.UB12397 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, traffic light signals, street furniture and road markings as the Director may require; and
- (c) maintain the Green Area together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area shall have been re-delivered to the Government in accordance with Special Condition No.(11) of the Land Grant. ¹

9. Restriction of use of the Green Area

Special Condition No.(12) of the Land Grant stipulates that:

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure.

Remark:

- 1. As provided in a letter from the Director dated 13 July 1998, the Green Area was formed and re-delivered to the Government on 26 June 1998 in accordance with Special Condition Nos.(9) and (11) of the Land Grant.

Summary of land grant

批地文件的摘要

10. Building Covenant

Special Condition No.(16) of the Land Grant stipulates that:

- (a) The Grantee shall develop the Lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, Bye-laws and Regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2009 or 73 months form the Due Date for Site G, whichever is the later.
- (b) Notwithstanding sub-clause (a) of Special Condition No.(16) of the Land Grant:
 - (i) the building or buildings or part or parts thereof erected or to be erected in respect of Site A shall be completed and made fit for occupation on or before the 30th day of September, 2001;
 - (ii) the building or buildings or part or parts thereof erected or to be erected in respect of Site B shall be completed and made fit for occupation on or before the 30th day of September, 2004 or 74 months from the Due Date for Site B, whichever is the later;
 - (iii) save as provided for in Special Condition No.(90) hereof, the building or buildings or part or parts thereof erected or to be erected in respect of Site C shall be completed and made fit for occupation on or before the 31st day of March, 2005 or 73 months from the Due Date for Site C, whichever is the later;
 - (iv) the building or buildings or part or parts thereof erected or to be erected in respect of Site D shall be completed and made fit for occupation on or before the 31st day of March, 2005 or 61 months from the Due Date for Site D, whichever is the later;

- (v) the building or buildings or part or parts thereof erected or to be erected in respect of Site E shall be completed and made fit for occupation on or before the 31st day of March, 2007 or 73 months from the Due Date for Site E, whichever is the later;
- (vi) the building or buildings or part or parts thereof erected or to be erected in respect of Site F shall be completed and made fit for occupation on or before the 31st day of March, 2007 or 61 months from the Due Date for Site F, whichever is the later;
- (vii) the building or buildings or part or parts thereof erected or to be erected in respect of Site G shall be completed and made fit for occupation on or before the 31st day of March, 2009 or 73 months from the Due Date for Site G, whichever is the later.

11. Development Conditions

Special Condition No.(18)(a) and (b) of the Land Grant stipulates that:

Subject to these Conditions upon development or re-development (which terms refers solely to the redevelopment contemplated in General Condition No.(8)(b) of the Lot or any part thereof) :-

- (a) The Grantee shall only erect, construct, provide and maintain upon the Lot accommodation and facilities for:
 - (i) the Mass Transit Railway Station (as defined in Special Condition No.(33) of the Land Grant);
 - (ii) the Government Accommodation (as defined in Special Condition No.(19) of the Land Grant);
 - (iii) (a) residential purposes (hereinafter referred to as “**the Residential Accommodation**”) comprising 5,866 flats or such other number of flats as may be approved by the Director with a total gross floor area of not less than 364,816 square metres and not more than 608,026 square metres;
 - (b) office purposes (hereinafter referred to as “**the Office Accommodation**”) with a total gross floor area of not less than 141,467 square metres and not more than 235,778 square metres;

- (c) non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes (hereinafter referred to as “**the Retail Accommodation**”) with a total gross floor area of not less than 49,650 square metres and not more than 82,750 square metres;
- (d) hotel purposes (hereinafter referred to as “**the Hotel Accommodation**”) with a total gross floor area of not less than 57,000 square metres and not more than 95,000 square metres; and
- (e) non-industrial (excluding office, godown and petrol filling station) purposes (hereinafter referred to as “**the Non-industrial Accommodation**”) with a total gross floor area of not more than 72,472 square metres and in all respects in accordance with the Master Layout Plan Revision 25 approved by the Town Planning Board in its letter dated the 12th day of August 2005;

- (iv) the CBCT (as defined in Special Condition No.(90) of the Land Grant); and
- (v) the Kindergarten (as defined in Special Condition No.(92) of the Land Grant).

(b) Notwithstanding sub-clause (a)(iii) of Special Condition No.(18) of the Land Grant, the Grantee shall only erect, construct, provide and maintain upon the Lot accommodation and facilities :-

- (i) in respect of Site A, the Residential Accommodation with a total gross floor area of not less than 88,537 square metres but not more than 147,562 square metres;
- (ii) in respect of Site B, the Residential Accommodation with a total gross floor area of not less than 126,191 square metres but not more than 210,319 square metres;
- (iii) in respect of Site C, accommodation and facilities with a total gross floor area of not less than 63,532 square metres but not more than 105,886 square metres made up or to be made up as follows :
 - (a) the Residential Accommodation with a total gross floor area of not less 60,000 square metres but not more than 100,000 square metres; and

- (b) the CBCT (as defined in Special Condition No.(90) of the Land Grant) with a total gross floor area of 5,886 square metres or such other area as may be approved by the Director.

(iv) in respect of Site D, the Residential Accommodation with a total gross floor area of not less than 77,307 square metres but not more than 128,845 square metres.

(v) in respect of Site E, accommodation and facilities with a total gross floor area of not less than 50,139 square metres but not more than 83,565 square metres made up or to be made up as follows :-

- (a) the Retail Accommodation with a total gross floor area of not less than 49,509 square metres but not more than 82,515 square metres; and
- (b) the Kindergarten (as defined in Special Condition No.(92) of the Land Grant) with a total gross floor area of 1,050 square metres or such other area as may be approved by the Director;

(vi) in respect of Site F, accommodation and facilities with a total gross floor area of not less than 88,213 square metres but not more than 147,022 square metres made up or to be made up as follows :-

- (a) the Hotel Accommodation with a total gross floor area of not less than 31,950 square metres but not more than 53,250 square metres;
- (b) the Non-industrial Accommodation with a total gross floor area of not less than 43,483 square metres but not more than 72,472 square metres; and
- (c) the Residential Accommodation with a total gross floor area of not less than 12,780 square metres but not more than 21,300 square metres; and

(vii) in respect of Site G, accommodation and facilities with a total gross floor area of not less than 164,258 square metres but not more than 273,763 square metres made up or to be made up as follows :-

Summary of land grant

批地文件的摘要

		with the Technical Schedules prepared for this Lot which for the purposes of these Conditions are deemed part of these Conditions to be read and construed as such (hereinafter referred to as “ the Technical Schedules ”) and the plans approved under Special Condition No. (20) of the Land Grant, the following accommodation:-			reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.
(a)	the Hotel Accommodation with a total gross floor area of not less than 25,050 square metres but not more than 41,750 square metres;	(i)	one public transport terminus (hereinafter referred to as “ the PTT ”) on the ground level comprising :-	(vi)	one children and youth centre cum study/reading room (hereinafter referred to as “the Youth Centre”) with a net operational floor area of not less than 505.5 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001,
(b)	the Office Accommodation with a total gross floor area of not less than 139,067 square metres but not more than 231,778 square metres; and	(a)	one bus terminus of 7 bus bays with stacking area for 12-metre double decker buses, one public light bus terminus of 4 bus bays and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator including but not limited to a regulator’s office, tool room, staff canteen and toilets constructed or to be constructed within Site A to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway serving Lantau Island commonly known as the Lantau Line; and		(which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “ the Government Accommodation ”).
(c)	the Retail Accommodation with a total gross floor area of not less than 141 square metres but not more than 235 square metres.	(b)	two taxi stands, a lay-by and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator constructed or to be constructed within Site C to be completed and made fit for occupation and operation on or before the 31st day of March 2003; ²	13. Maintenance of the Government Accommodation	
(viii)	notwithstanding anything contained in these Conditions, the Director shall have the right at any time and at his sole discretion to permit amendments to the boundaries defining Site E, Site F and Site G (hereinafter collectively referred to as “the three Sites”), to permit the relocation of the accommodation and facilities to be provided within the three Sites and to allow variations in the total minimum and the total maximum gross floor areas of each of the three Sites stipulated in sub-clauses (b)(v), (b)(vi) and (b)(vii) respectively of Special Condition No. (18) provided that the total maximum gross floor areas of the three Sites as a whole shall not exceed the overall total maximum gross floor areas stipulated in the said sub-clauses (b)(v), (b)(vi) and (b)(vii). In exercising his right referred to in Special Condition No. (18)(b)(viii), the Director may impose such terms and conditions, including charging of additional premium and requiring an appropriate indemnity from the Grantee, as the Director shall consider necessary.	(iii)	one day nursery (hereinafter referred to as “ the Day Nursery ”) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;	Special Condition No.(25) of the Land Grant stipulates that:	
		(iv)	one social centre for elderly (hereinafter referred to as “the Social Centre”) with a net operational floor area of not less than 132 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;	(a) Without prejudice to the provisions of Special Condition No.(29) of the Land Grant the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(29)(a) of the Land Grant, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.	
		(v)	one home help centre with a net operational floor area of not less than 159.5 square metres and two carparking spaces each of which shall not be less than 5.5 metres in length and 2.7 metres in width with a minimum headroom of 2.3 metres (which home help centre and carparking spaces are hereinafter collectively referred to as “the Home Help Centre”) to be completed and made fit for occupation and	(b) For the purpose of Special Condition No.(25) of the Land Grant only, the expression “Grantee” shall exclude his assigns.	
12. Government Accommodation				14. Defects Liability	
Special Condition No.(19)(a) of the Land Grant stipulates that:				Special Condition No.(29)(b) and (f) of the Land Grant stipulates that:	
(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Lot, in a good workmanlike manner and in accordance				(b) Whenever required by the Director and/or F.S.I. (as defined in Special Condition No. (27) of the Land Grant), the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. carry out all works of maintenance, repair, amendment,	

Remark:

2. This requirement was waived by a No-Objection Letter dated 22 December 2003 and registered in the Land Registry by Memorial No.UB9089574.

Summary of land grant

批地文件的摘要

- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..

16. Mass Transit Railway Station

Special Condition No.(33) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within Site M, a railway station together with such ancillary railway structures, facilities (including In-Town Check-In facilities and the transport interchange to serve the Mass Transit Railway commonly known as the Airport Express Line (which transport interchange is hereinafter referred to as “**the Transport Interchange**”)), roads and such number of carparks for the use by the public using or visiting the railway station as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Corporation Ordinance (which station, roads, ancillary structures, facilities and carparks are hereinafter collectively referred to as “**the Mass Transit Railway Station**”) to be completed and made fit to commence operation on a scale satisfactory to the Director by the 30th day of June, 1998.

- (b) The Mass Transit Railway Station shall not be used for any purpose other than for the purpose of a station for the Mass Transit Railway, together with other Mass Transit Railway operational and ancillary uses and such other uses as may be approved in writing by the Director at his sole discretion.

17. Mass Transit Railway protection

Special Condition No.(40) of the Land Grant stipulates that:

- (a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Mass Transit Railway, the Mass Transit Railway Station or any structures or installations or tunnels in relation to the Mass Transit Railway (hereinafter collectively referred to as the “**Mass Transit Railway Structures and Installations**”) in or passing through or in the vicinity of the Lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway and the Mass Transit Railway Station.
- (b) Throughout the whole of the term agreed to be granted by the Land Grant the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.

18. Access to the Mass Transit Railway Station by the Public

Special Condition No.(42) of the Land Grant stipulates that:

The Grantee shall throughout the term agreed to be granted by the Land Grant permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever except such carparking fees as may be imposed by the Grantee to enter into, upon and through those part or parts of the Lot and in, under, through, on or over buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

19. Private Recreational Facilities, Public Open Space and Public Recreational Facilities

Special Condition No.(43) of the Land Grant stipulates that:

- (a) The Grantee shall in accordance with the Approved Building Plans and the Approved Landscaping Proposals erect, construct, provide at his own expense and in all respects to the satisfaction of the Director within the Lot :-

- (i) such private recreational facilities and facilities ancillary thereto (hereinafter referred to as “**the Private Recreational Facilities**”) of such type, size, design, height and disposition as may be approved in writing by the Director for the use only by the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide visitors;

- (ii) such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the Director (hereinafter referred to as “**the Public Open Space**”) and shall landscape the Public Open Space including the planting of such shrubs and trees, to such level, standard, and design as may be approved by the Director to be completed and made fit for use on the date or dates referred to in Special Condition No. (16) of the Land Grant as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided; and

- (iii) public recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as “**the Public Recreational Facilities**”) of such number, size, type, design, height and disposition and with such materials, as may be required by the Director to be completed and made fit for operation and use on the date or dates referred to in Special Condition No. (16) of the Land Grant as may be appropriate for the Site or Sites within which the Public Recreational Facilities are provided or to be provided.

- (b) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense maintain the Private Recreational Facilities, the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and shall operate the Private Recreational Facilities and the Public Recreational Facilities in all respects to the satisfaction of the Director.

- (c) The Public Open Space shall be opened to the public for all lawful purposes freely and without payment of any nature.

- (d) The Public Recreational Facilities shall be opened and made available for use by the public. The Grantee shall be entitled to determine and charge the public such fee or range of fees for

the use subject to the Grantee being able to justify when called upon to do so by the Director, that the fee or range of fees are reasonably necessary for the management, repair, renovation and upkeep of the Public Recreational Facilities.

20. Parking requirements

Special Condition No.(46)(a)(iv) of the Land Grant stipulates that:

- (a) Subject to Special Condition No.(47) of the Land Grant, the Grantee shall provide in all respects to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance:

- (iv) a total of 24 spaces for the parking of coaches or such lesser number as may be approved by the Director shall be provided or to be provided in any of the Sites other than Site A to be opened to the public to be completed and made fit for use on or before the 31st day of March, 2007.³ Each of the spaces so provided shall occupy an area of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.⁴

Special Condition No.(46)(b)(iv) of the Land Grant stipulates that:

- (b) Subject to Special Condition No.(47) of the Land Grant space shall be provided within the Lot as part of the Common Areas (as defined in Special Condition No. (58)(a)(v) of the Land Grant) in all respects to the satisfaction of the Director for the loading and unloading of motor vehicles:

- (iv) one space to be located in close proximity to the loading lift of the Home Help Centre of not less than 7 metres in length, 3.0 metres in width with a minimum headroom of 3 metres to be used for the purposes of the Home Help Centre free of costs and charges and the Mass Transit Railway Station on a joint use basis.

21. Refuse Collection

Special Condition No.(49)(a) of the Land Grant stipulates that:

The Grantee shall at his own expense provide operate and maintain to the satisfaction of the Director of Urban Services a comprehensive system of refuse collection from each floor of the building or buildings erected on the Lot together with such spaces for the

Remark:

- 3. Under a letter from the District Lands Officer, Kowloon West dated 25 June 2007, the completion date in Special Condition No.(46)(a)(iv) was amended to 31 December 2007.
- 4. Under the Approval Letter dated 26 September 2008 and registered in the Land Registry by Memorial No.08092902530044, the Grantee shall provide, inter alia, a total of 24 of those spaces stipulated in Special Condition No.(46)(a)(iv) of the Land Grant within Site G in all respects to the Director’s satisfaction.

Summary of land grant

批地文件的摘要

parking, loading and unloading of refuse collection vehicles as may be approved or required by and in all respects to the satisfaction of the Director of Urban Services.

22. Roads within the Lot

Special Condition No.(52) of the Land Grant stipulates that:

- (a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the Lot at such point or points and at such level or levels a road system as may be required by the Director including roads, pedestrian footbridges, walkways, staircases, passenger lifts, escalators and ramps (hereinafter are collectively referred to as “**the Internal Transport System**”) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, green minibuses and cross border coaches as may be determined by the Commissioner for Transport.
- (b) The Grantee shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee, and authorization which may be given in the form of Bye-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions.
- (c) The Grantee shall at his own expense and to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System.

Remark:

5. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director grants approval to the following:
- (a) the revision of the Locations from approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W as shown on Plan I annexed to the Land Grant to approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T and U and V through W as shown on Plan No. KM5877b annexed to the said Approval Letter dated 5 August 2009; and
 - (b) the deletion of the Locations of the points X and Y through Z and AA and AB through AC as shown and marked on Plan I annexed to the Land Grant.

- (d) The Grantee shall throughout the term agreed to be granted by the Land Grant permit the Government, its officers, agents, contractors and any other persons authorized by it the right of free ingress, egress and regress at any time with or without tools, machinery or motor vehicles to, from or through the Lot or any part thereof or any building or buildings or part of any building or buildings erected or to be erected thereon for the purposes of inspecting and monitoring the operation of the Internal Transport System and the carrying out of the works for the provision of such transport facilities as may be required by the Director and pursuant to sub-clause (c) of Special Condition No.(19) of the Land Grant.

23. Western Elevated Road and Movement Joint Box

Special Condition No.(53)(a), (d), (e) and (f) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense within 24 months from the date of the Agreement and Conditions of Grant No. UB12397 complete construction of that part of the public road within the Reserved Area with such installations, structures, bearings, movement joint box and other facilities with such materials and to such standard, levels, width, alignment and design (which part of the public road lying within the Reserved Area and ancillary facilities are collectively referred to as “**the Western Elevated Road**” and which movement joint box is hereinafter referred to as “**the Movement Joint Box**”) as the Director may require and in all respects to his satisfaction.
- (d) Without prejudice to sub-clause (e)(ii) of Special Condition No.(53) of the Land Grant, the Grantee shall permit the Director to have free access, from and through that part of the Lot lying below and above the Reserved Area to the Western Elevated Road at all times throughout the term agreed to be granted by the Land Grant for the Director’s maintenance vehicles, equipment, servants, agents and contractors to enable the Director to inspect, maintain, re-construct and repair the Western Elevated Road.
- (e) (i) The Grantee shall at his own expense maintain the Western Elevated Road in good repair and condition to the satisfaction of the Director until such time as possession of the Western Elevated Road or any part or parts thereof shall have been re-delivered to the Government in accordance with sub-clause (f) of Special Condition No.(53) of the Land Grant.

- (ii) Notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to sub-clause (f) of Special Condition No.(53) of the Land Grant, the Grantee shall at his own expense continue to maintain the Movement Joint Box in good and substantial repair and condition to the satisfaction of the Director throughout the term agreed to be granted by the Land Grant.

- (f) Without prejudice to the provisions in sub-clause (e)(ii) of Special Condition No.(53) of the Land Grant, the Grantee shall remain responsible at his own cost and expense for the upkeep, maintenance and repair of the Reserved Area as specified in the Land Grant until such time as the Director shall confirm in writing of the Government’s acceptance of re-delivery of the Reserved Area or any part or parts thereof.

24. Future Footbridge Associated Structures and access to and from public pavement

Special Condition No.(55)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense on or before such date or dates to be specified in a letter from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter maintain upon the Lot columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required (which facilities, structural supports and connections are hereinafter collectively referred to as “**the Future Footbridge Associated Structures**”) linking the Lot to future footbridges (hereinafter referred to as “**the Future Footbridges**”) between approximately the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W, X and Y through Z and AA and AB through AC all shown on Plan I annexed to the Land Grant or at such other location or locations as may be agreed by the Director (hereinafter referred to as “**the Locations**”).⁵

Special Condition No.(55)(b), (c) and (e) of the Land Grant stipulates that:

- (b) Throughout the term agreed to be granted by the Land Grant, there is reserved to the Director, his officers, contractors, agents, their employees and workers and the adjacent or neighbouring

lot owners with or without motor vehicles, equipment, plant, machineries, free of all costs and charges the right to enter into, upon and through the Lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon:

- (i) to carry out works to connect at the Locations the Future Footbridges to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as “**the Connections**”) and to thereafter enjoy an easement of support of the Connections and the Future Footbridges; and
- (ii) to repair and maintain the Connections and the Future Footbridges.

- (c) When called upon to do so by the Director, the Grantee or the Manager for the time being of the Lot or the Owners’ Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the Lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the Lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be to the satisfaction of the Director.

- (e) The Grantee shall throughout the term agreed to be granted by the Land Grant all times and in compliance with any requirements which the Director may impose permit the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along, to or from the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the Lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access from or to the public pavement at ground level outside the Lot.

25. Bonfire

Special Condition No.(62) of the Land Grant stipulates that:

The Grantee shall not light any bonfire within the Lot and the Green Area or any part thereof for burning of debris or any materials.