

26. Cutting away

Special Condition No.(64) of the Land Grant stipulates that:

Where consent has been given pursuant to Special Condition No.(63) of the Land Grant for any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever within the Lot or on any Government land which is required for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Grantee under these Conditions, the Grantee shall carry out, construct or bear the cost of the carrying out or construction of such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter, and shall at all times during the term granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, and drainage works in good and substantial repair and condition to the satisfaction of the Director. In the event that as a result or arising out of any formation, levelling, development or other works done by the Grantee any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such failing away, landslip or subsidence. In addition to any other rights or remedies provided in the Land Grant for breach of any of these Conditions the Director shall be entitled by notice in writing to call upon the Grantee to carry cut, construct and maintain the said slope treatment works, retaining walls, land or other support, protection, and drainage works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein the Director may forthwith execute and carry out the work and the Grantee shall on demand repay to the Government the cost thereof.

27. Anchor maintenance

Special Condition No.(66) of the Land Grant stipulates that:

Where prestressed ground anchors are installed, upon development or re-development of the Lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

28. Spoil or debris

Special Condition No.(67)(a) of the Land Grant stipulates that:

- (a) In the event of spoil or debris from the Lot or other areas affected by any development of the Lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties either completed or under construction, the Grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

29. Utility services

Special Condition No.(68) of the Land Grant stipulates that:

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all time and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations either completed or under construction (all together hereinafter referred to as “**the Works and Services**”) being or running upon, over, under or adjacent to the Lot or any part thereof and/or the Green Area provided that the Grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of

the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the Lot and/or the Green Area or any of the Works and Services running on, over, under or adjacent to the Lot and/or the Green Area in any manner arising out of any such construction, maintenance, renewal or repair work. If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or any part thereof and/or the Green Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

30. Construction of drains and channels

Special Condition No.(71) of the Land Grant stipulates that:

The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

31. Connecting drains and sewers

Special Condition No.(73) of the Land Grant stipulates that:

The Grantee shall pay to the Government on demand the cost of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers when laid. Such works shall be carried out by the Director, who shall incur no liability to the Grantee in respect thereof.

32. Director of Environmental Protection’s prior consent to equipment and process

Special Condition No.(77) of the Land Grant stipulates that:

Except with the prior written consent of the Director of Environmental Protection, the Grantee shall not, in or upon the Lot or any part thereof or any building or part of any building erected or to be erected thereon, install or permit or suffer to be installed any machinery, furnace or boiler or any other equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment that might in any circumstance result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise. The granting of such consent shall not be deemed to modify or alter in any way the Government’s powers for controlling pollution now or hereinafter imposed by any Ordinance, byelaw, regulation or other enactment.

33. Fuel restrictions

Special Condition No.(79) of the Land Grant stipulates that:

The Grantee shall not use any fuel on the Lot or any part thereof or in any building or any part of any building erected or to be erected thereon other than town gas, liquefied petroleum gas, natural gas, kerosene or other conventional liquid fuel with a sulphur content not exceeding 0.5% by weight and a viscosity of not more than 6 centistokes at 40°C, or a conventional solid fuel with a sulphur content not exceeding 1% by weight.

34. Discharge into sewers etc.

Special Condition No.(80) of the Land Grant stipulates that:

The Grantee shall not discharge directly or indirectly or cause or permit or suffer to be discharged into any public sewer, storm water drain, channel, stream-course or sea any trade effluent or foul or contaminated water or cooling or hot water without the prior written consent of the Director of Environmental Protection, who may as a condition of granting his consent require the Grantee to provide, operate and maintain at the Grantee’s own expense within the Lot or otherwise and to the satisfaction of the Director of Environmental Protection suitable works for the treatment and disposal of such trade effluent or foul or contaminated or cooling or hot water.

comprising 8 bus bays for 12-metre double-decker buses, one stacking area to hold 16 double-decker buses, passenger waiting area, ticket office, control room, toilets and such ancillary facilities as may be approved in writing by the Director at his sole discretion who may in giving such approval impose such terms and conditions, including charging of additional premium, as he considers appropriate to be completed and made fit for occupation and operation on or before the 31st day of March 2004.⁶

35. Provision of fire service installations and equipment

Special Condition No.(86) of the Land Grant stipulates that:

The Grantee shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the Lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Grantee shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

36. Construction of Cross Border Coach Terminus

Special Condition No.(90)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain in all respects to the satisfaction of the Director and the Commissioner for Transport and in accordance with these Conditions and the Approved Building Plans one cross border coach terminus (hereinafter referred to as “**the CBCT**”) on the ground level within Site C

37. Kindergarten

Special Condition No.(92)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense erect, construct, provide and when called upon so to do by the Director cause to be operated in Site E a kindergarten (hereinafter referred to as “**the Kindergarten**”) at a location and to such designs and standards, as may first be approved in writing by the Director.

Remark:

6. By a No-objection Letter dated 31 March 2005 and registered in the Land Registry by Memorial No.05040800160019, the Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain in all respects to the satisfaction of the Director and the Commissioner for Transport the CBCT to be completed and made fit for occupation and operation on or before 31 March 2005 or such other date as may be approved in writing by the Director.

By a letter from the District Lands Officer, Kowloon West dated 1 April 2005, the completion date in Special Condition No.(90)(a) was amended to 30 September 2005.

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或其部份的發展或重建或承批人為符合批地條件而進行的其他工程而引致。

5. 保養

批地文件一般條件第8條規定：

(a) 承批人須在整個租期期間根據批地條件發展或重建（該詞語指以下第(b)分條提及的重建）：

(i) 按已批准的設計、佈局、高度或任何經批准的建築圖則保養所有建築物，不能對其作出改變或更改；

(ii) 保養所有已建或今後按批地條件或對其作出的合同修訂興建的所有建築物處於修繕妥當的狀態，並以修繕妥當的狀態在租期期滿或提早終止租約時交回。

(b) 倘若在租期期間拆卸當時在該地段或其中任何部分上存在的任何建築物，承批人須興建相同類型和不少於原先的總樓面面積的結構穩妥的建築物或署長批准的類型和價值的建築物作為代替。如果作出上述拆卸，承批人須在該拆卸的1個月內向署長申請批准進行該地段的重建之建築工程，並在收到上述同意後的3個月內展開重建所必要的工程和署長規定的時限內完成工程，使署長滿意。

6. 私人街、路及徑

批地文件一般條件第(10)條規定：

按批地文件的要求而鋪設之任何私人街、路及徑須在署長滿意的地方鋪設，及由署長決定是否納入或剔出出租的範圍，及無論在那一種情況須在需要時免費退回予政府。如上述之街、路及徑退回予政府，政府對平整、鋪設路邊石、鋪設排水渠（不論是污水渠或雨水渠）、鋪設渠道及照明費用由承批人支付，其後之保養由公共開支支付。如上述私人街、路及徑為其中部份出租土地，承批人須支付其照明、平整、鋪設路邊石、鋪設排水渠、鋪設渠道及保養的費用，並在各方面使署長滿意。如因公眾利益需要，署長可進行或提出進行道路街燈之安裝及保養。承批人須負責道路街燈安裝的資本成本及允許工人及車輛為安裝及保養道路街燈之目的自由出入及經過該出租土地。

7. 環境美化

批地文件特別條件第(8)(d)及(e)條規定：

(d) 在發展或重建該地段時，承批人須按經批准的概念建議書和詳細建議書（兩詞定義見批地文件特別條件第(8)(a)條）美化該地段。未經署長的預先書面同意，不得作出任何修訂、改變、更改、修改或替換。署長批准的概念建議書及詳細建議書及其後按批地條件批准對其作出的任何修訂在下文統稱「**經批准美化建議書**」。

(e) 承批人須在今後自費保持與保養美化工程處於整潔、整齊、實用及衛生狀態，在一切方面使署長滿意。

8. 平整綠色區域

批地文件特別條件第(9)條規定：

承批人須自費進行下述工程，在一切方面使署長滿意：

(a) 從批地規約及協議第UB12397號之日起24個月內，按署長批准的方式、材料、標準、水平、方位及設計鋪設、構建、提供及建造附於批地文件的圖則I上用綠色顯示的未來公共道路部分（以下簡稱「**綠色區域**」），（包括提供與建造橋樑、隧道、立交橋、地下通道、暗渠、高架橋、天橋、行人路或署長可自行酌情要求的其他建築物，以便在其上面建築、車輛及行人交通）；

(b) 從批地規約及協議第UB12397號之日起24個月內，在綠色區域平整、鋪設路邊石及渠道並提供署長可要求的明渠、污水渠、排水渠、連接至總水喉的消防栓、街道照明、交通標誌、交通照明信號、街道設施及道路標識；及

(c) 保養綠色區域連同在其上或其內建築、安裝及提供的一切構築物、服務、街道設施及植物直至按批地文件特別條件第(11)條交還綠色區域的管有權給政府。¹

9. 綠色區域的使用限制

批地文件特別條件第(12)條規定：

未經署長的預先書面同意，承批人不得使用綠色區域作存放目的或作興建任何臨時構築物。

10. 建築契諾

批地文件特別條件第(16)條規定：

(a) 承批人須發展該地段，在其上建造建築物，在一切方面符合批地條件及當時在香港實施有關建築、衛生及規劃的一切法例、附例及規例。上述建築物須在2009年3月31日或之前或地盤G的到期日後73個月（以較遲者為準）完成並使其適合佔用。

(b) 即使批地文件特別條件第(16)條(a)分條有規定：

(i) 地盤A上已建或擬建的建築物或其中任何部分必須在2001年9月30日或之前完成並使其適合佔用；

(ii) 地盤B上已建或擬建的建築物或其中任何部分須在2004年9月30日或之前或地盤B到期日後74個月（以較遲者為準）完成並使其適合佔用；

(iii) 除批地文件特別條件第(90)條規定外，地盤C上已建或擬建的建築物或其中任何部分須在2005年3月31日或之前或地盤C到期日後73個月（以較遲者為準）完成並使其適合佔用；

(iv) 地盤D上已建或擬建的建築物或其中任何部分須在2005年3月31日或之前或地盤D到期日後61個月（以較遲者為準）完成並使其適合佔用；

(v) 地盤E上已建或擬建的建築物或其中任何部分須在2007年3月31日或之前或地盤E到期日後73個月（以較遲者為準）完成並使其適合佔用；

(vi) 地盤F上已建或擬建的建築物或其中任何部分須在2007年3月31日或之前或地盤F到期日後61個月（以較遲者為準）完成並使其適合佔用；及

(vii) 地盤G上已建或擬建的建築物或其中任何部分須在2009年3月31日或之前或地盤G到期日後73個月（以較遲者為準）完成並使其適合佔用。

附註：

1. 根據署長出具的一封日期為1998年7月13日的信件顯示，綠色區域已被平整及於1998年6月26日按批地文件特別條件第9及11條交還予政府。

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11. 發展條件

批地文件特別條件第(18)(a)條和(b)條規定：

除批地條件另有規定，在發展或重建(該詞語僅涉及按一般條件第(8)(b)條對該地段或其中任何部分的重建)時：

- (a) 承批人僅能在該地段上搭建、建築、提供及保養樓宇及設施，作為
 - (i) 港鐵站(定義見批地文件特別條件第(33)條)；
 - (ii) 政府樓宇(定義見批地文件特別條件第(19)條)；
 - (iii) (a) 住宅用途(以下簡稱「住宅樓宇」)，包括5,866個住宅單位或署長可批准的其他住宅單位數目，其總樓面面積不少於364,816平方米和不多於608,026平方米；
 - (b) 寫字樓用途(以下簡稱「寫字樓大樓」)，其總樓面面積不少於141,467平方米和不多於235,778平方米；
 - (c) 非工業用途(不包括住宅、寫字樓、酒店、倉庫及加油站)(以下簡稱「零售樓宇」)，其總樓面面積不少於49,650平方米和不多於82,750平方米；
 - (d) 酒店用途(以下簡稱「酒店樓宇」)，其總樓面面積不少於57,000平方米和不多於95,000平方米；及

- (e) 非工業用途(不包括寫字樓、倉庫及加油站)(以下簡稱「非工業大廈」)，其總樓面面積不多於72,472平方米，並在一切方面符合城市規劃委員會於2005年8月12日發出的函件批准的總規劃圖(第25版)。
- (iv) 跨境巴士總站(定義見批地文件特別條件第(90)條)；及
- (v) 幼稚園(定義見批地文件特別條件第(92)條)。
- (b) 即使批地文件特別條件第(18)條(a)(iii)分條有所規定，承批人只能在該地段上搭建、建築、提供及保養下列樓宇及設施：
 - (i) 在地盤A上的住宅樓宇，其總樓面面積不少於88,537平方米，但不多於147,562平方米；
 - (ii) 在地盤B上的住宅樓宇，其總樓面面積不少於126,191平方米，但不多於210,319平方米；
 - (iii) 在地盤C上的樓宇及設施，其總樓面面積不少於63,532平方米，但不多於105,886平方米，包括或將包括下列部分：
 - (a) 住宅樓宇，其總樓面面積不少於60,000平方米，但不多於100,000平方米；及
 - (b) 跨境巴士總站(定義見批地文件特別條件第(90)條)，其總樓面面積為5,886平方米或署長可批准的其他面積。
 - (iv) 在地盤D上的住宅樓宇，其總樓面面積不少於77,307平方米，但不多於128,845平方米。
 - (v) 在地盤E上的樓宇及設施，其總樓面面積不少於50,139平方米，但不多於83,565平方米，包括或將包括下列部分：

- (a) 零售樓宇，其總樓面面積不少於49,509平方米，但不多於82,515平方米；及
- (b) 幼稚園(定義見批地文件特別條件第(92)條)，其總樓面面積為1,050平方米或署長可批准的其他面積。
- (vi) 在地盤F上的樓宇及設施，其總樓面面積不少於88,213平方米，但不多於147,022平方米，包括或將包括下列部分：
 - (a) 酒店樓宇，其總樓面面積不少於31,950平方米，但不多於53,250平方米；
 - (b) 非工業大廈，其總樓面面積不少於43,483平方米，但不多於72,472平方米；及
 - (c) 住宅樓宇，其總樓面面積不少於12,780平方米，但不多於21,300平方米；及
- (vii) 在地盤G上的樓宇及設施，其總樓面面積不少於164,258平方米，但不多於273,763平方米，包括或將包括下列部分：
 - (a) 酒店樓宇，其總樓面面積不少於25,050平方米，但不多於41,750平方米；
 - (b) 寫字樓大樓，其總樓面面積不少於139,067平方米，但不多於231,778平方米；及
 - (c) 零售樓宇，其總樓面面積不少於141平方米，但不多於235平方米。
- (viii) 儘管批地條件有其他規定，署長有權在任何時間及以其酌情權准許對界定地盤E、地盤F及地盤G(以下統稱為「該三個地盤」)的邊界的修訂，以准許重新設置將在該三個地盤內提供的樓宇及設施的位置，以及准許變更該三個地盤分別在特別條件第(18)條(b)(v)、(b)(vi)及(b)(vii)分條規定的總樓面面積的最低及最高限制，惟該三個地盤的最高總樓面面積整體而言不能超過該(b)(v)、(b)(vi)及(b)(vii)分條規定的最高總樓面面積的全部。在行使特別條件第(18)

條(b)(viii)分條提述的權利時，署長可要求附加其他署長認為必要的條款及細則，包括徵收額外的地價及要求承批人提供合適的彌償。

12. 政府樓宇

批地文件特別條件第(19)(a)條規定：

- (a) 承批人須按為該地段編制的技術明細表(在批地條件中應視為批地條件之部分並按其解讀及詮釋)(以下簡稱「技術明細表」)及按批地文件特別條件第(20)條批准的圖則，以精工細作之方式自費建築與提供下列樓宇，在一切方面使署長滿意：
 - (i) 在地面設置一個公共交通總站(以下簡稱「公共交通總站」)，包括：
 - (a) 在地盤A內已建或擬建一個有7輛巴士車位，可停泊12米長雙層巴士的巴士總站、一個有4輛小巴車位的公共小巴站及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，包括但不限於一個經理室、工具房、職工餐廳及洗手間，上述設施須在港鐵服務大嶼山，一般稱為大嶼山線，開始運作之日或之前完成並使其適合佔用與運作；及
 - (b) 在地盤C內已建或擬建兩個的士候車處；一個路邊停車處及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，該等設施須在2003年3月31日或之前完成並使其適合佔用與運作；²
 - (iii) 一個日間托兒所(以下簡稱「托兒所」)，其營運淨樓面面積不少於355平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；
 - (iv) 一個長者聯誼中心(以下簡稱「聯誼中心」)，其營運淨樓面面積不少於132平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；
 - (v) 一個家庭支援中心，其營運淨樓面面積不少於159.5平方米和2個車位，每個車位面積不少於5.5米長及2.7米闊及2.3米高(該家庭支援中心和車位在下文統稱「家庭支援中心」)，須在2001年9月30日或之前完成並使其適合佔用與營運；

附註：

2. 此要求經日期為2003年12月22日及在土地註冊處以註冊摘要編號UB9089574登記的不反對通知書豁免。

- (vi) 一個青少年中心及學習/閱覽室（以下簡稱「青年中心」），其營運淨樓面面積不少於505.5平方米，須在2001年9月30日或之前完成並使其適合佔用與營運，

（上述樓宇（包括照明裝置、通風機、額外的管道系統及道路/樓層鋪面，但不包括升降機、扶手電梯、樓梯機械、設備及署長按批地條件批准並非專門服務樓宇的設備及其他設施、牆壁支柱、大樑、天花、屋頂板、軌道/樓板及其他結構件）連同署長自行酌情決定（其意見為最終的及約束承批人）專門服務樓宇的任何其他區域、設施、服務及裝置在下文統稱為「政府樓宇」）。

13. 政府樓宇的保養

批地文件特別條件第(25)條規定：

- (a) 在不影響批地文件特別條件第(29)條的規定下，承批人須自費保養政府樓宇及其建築服務裝置在良好狀況及在所有方面達至署長滿意程度，直至批地文件特別條件第(29)(a)條提及的保養責任期終止。
- (b) 僅就批地文件特別條件第(25)條而言，「承批人」的表述不包括其受讓人。

14. 欠妥維修責任

批地文件特別條件第(29)(b)及(f)條規定：

- (b) 當署長及/或財政司司長法團（定義見批地文件特別條件第(27)條）在任何時間要求，承批人須自費及在署長及/或財政司司長法團可能指訂的時間內、按其可能指定的標準及以其可能指定的方式進行所有保養、維修、修改、重建的工程及更正及任何其他必要的工程以補救或更正任何在保養責任期內發生或明顯出現的欠妥之處、缺乏維修、瑕疵、失靈、故障、或其他任何政府樓宇或其任何部份內

或其建築服務裝置的未完成工程。除了以上之外，承批人須自費及在署長及/或財政司司長法團可能指訂的時間內、按其可能指定的標準及以其可能指定的方式妥善修善及更正任何在承批人交付政府樓宇或其建築服務裝置的管有權當日可能存在的欠妥之處、缺乏任何部份或維修、瑕疵、失靈、故障、或其他任何政府樓宇或其任何部份內或其建築服務裝置的未完成工程。

- (f) 僅就批地文件特別條件第(29)條而言，「承批人」的表述不包括其受讓人。

15. 保養外飾面及牆壁結構等

批地文件特別條件第(31)條規定：

- (a) 在批地文件授予的整個租期期間，承批人須自費保養以下各項（以下簡稱「項目」），在一切方面使署長滿意：
- (i) 政府樓宇的外飾面和政府樓宇之內、周圍、內部、之上及之下的一切牆壁結構、支柱、大樑、天花、屋頂板、路軌/樓板及其他結構件；
- (ii) 服務政府樓宇和該地段發展項目的餘下部分的一切升降機、扶手電梯及樓梯；
- (iii) 構成服務政府樓宇和該地段發展項目的餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於手提式及固定消防裝置設備）；
- (iv) 政府樓宇下面的所有結構板連同其內和其下的排水系統；及
- (v) 服務政府樓宇和該地段發展項目的餘下部分的一切其他公用部分及設施。

- (b) 承批人須對承批人未能保養上述項目產生或造成的一切責任、損壞、開支、索償、費用、要求、收費、訴訟及各種司法程序負責並彌償政府和財政司司長法團。

- (c) 僅在本特別條件中，「承批人」一詞不包括財政司司長法團。

16. 港鐵站

批地文件特別條件第(33)條規定：

- (a) 承批人須於1998年6月30日在地盤M內按批地條件及經批准建築圖則（如適用）自費完成搭建、建築、提供及其後運作並使其適合操作一個鐵路站連同輔助鐵路構築物、設施（包括市區登機手續辦理處設施和服務港鐵俗稱「機場快線」的交通交匯處（該交通交匯處以下簡稱「**交通交匯處**」）、道路和署長要求供公眾使用或進出鐵路站的車位數目，達致署長滿意的程度，以便按《地下鐵路公司條例》營運港鐵（上述車站、道路、輔助構築物、設施及車位在下文統稱為「**港鐵站**」），在一切方面使署長滿意，惟受政府與承批人之間訂立或擬訂立的任何管理與保養協議規限。
- (b) 港鐵站只能用作港鐵的一個車站之用途和港鐵營運及輔助的用途及署長自行酌情書面批准的其他用途，不可用作其他用途。

17. 港鐵的保護

批地文件特別條件第(40)條規定：

- (a) 該地段或其中任何部分之上或之內的任何建築工程、基礎工程或任何其他工程不能對該地段或其中任何部分之內或穿過或附近的港鐵的營運、港鐵站或與港鐵有關的任何構築物、裝置及隧道（以下簡稱「**港鐵構築物及裝置**」）造成損壞、干擾、阻塞或危險。承批人須自費採取署長要求的措施和預防措施，確保港鐵構築物及裝置的安全和港鐵和港鐵站的營運。
- (b) 在批地文件授予的整個租期期間，承批人須履行與遵守屋宇署署長施加的一切要求，保護港鐵構築物及裝置，使屋宇署署長滿意。

18. 公眾出入港鐵站

批地文件特別條件第(42)條規定：

承批人須在批地文件授予的整個租期期間，准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內自由及無需支付任何性質的費用（承批人徵收的泊車費除外）進出、

經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

19. 私人康樂設施、公共休憩用地及公共康樂設施

批地文件特別條件第(43)條規定：

- (a) 承批人須按經批准建築圖則和經批准美化建議書在該地段內自費搭建、建築及提供下列各項，在一切方面使署長滿意：
- (i) 按署長書面批准的類型、尺寸、設計、高度及佈局建造私人康樂設施及其輔助設施（以下簡稱「**私人康樂設施**」），僅供該地段已建或擬建的建築物的住戶或佔用人及他們的真正訪客使用；
- (ii) 在提供或擬提供作為公共休憩用地的地塊內於批地文件特別條件第(16)條提及的適當日期完成並使其適合使用署長要求總面積不少於1.70公頃的數塊公共休憩用地（以下簡稱「**公共休憩用地**」）並美化該公共休憩用地，包括種植灌木及樹木，達致署長批准的水平、標準及設計；及
- (iii) 按署長要求的數目、面積、類型、設計、高度、佈局及材料在已提供或擬提供作為公共康樂設施的地塊內於批地文件特別條件第(16)條提及的適當日期（如適用）完成並使其適合操作與使用公共康樂設施及輔助設施（以下統稱為「**公共康樂設施**」）。
- (b) 承批人須在批地文件授予的整個租期期間，自費保養私人康樂設施、公共休憩用地及公共康樂設施處於修繕妥當的狀態並操作私人康樂設施和公共康樂設施，在一切方面使署長滿意。
- (c) 公共休憩用地須開放給公眾為了一切合法目的自由及無需支付任何性質的費用使用。
- (d) 公共康樂設施須開放給公眾使用。承批人有權決定並向公眾徵收使用的收費或收費範圍，惟須在署長要求時，承批人能證明該等收費或收費範圍是管理、維修、翻新及維護公共康樂設施所合理必要的費用。

Summary of land grant

批地文件的摘要

20. 泊車要求

批地文件特別條件第(46)(a)(iv)條規定：

- (a) 除批地文件特別條件第(47)條規定外，承批人須提供或擬提供下列設施供按《道路交通條例》領有牌照的車輛停泊，在一切方面使署長滿意：
- (iv) 總共24個旅遊巴士車位或署長批准的較少車位，該等車位在任何地塊（地盤A除外）內提供給公眾使用，須在2007年3月31日或之前完成並使其適合使用。³以上提供的每個車位佔用的面積為3米闊及12米長及至少3.8米高。⁴

批地文件特別條件第(46)(b)(iv)條規定：

- (b) 除批地文件特別條件第(47)條規定外，必須在該地段內提供場地作為公用地方（定義見批地文件特別條件第(58)(a)(v)條）之部分，用作車輛裝卸用途，在一切方面使署長滿意；
- (iv) 在靠近家庭支援中心的貨運升降機附近設置一個不少於7米長及3.0米闊及至少3米高的車位，供家庭支援中心免費和港鐵站共同使用。

21. 收集垃圾

批地文件特別條件第(49)(a)條規定：

附註：

3. 根據九龍西區地政處主任發出的日期為2007年6月25日的信件，特別條件第(46)(a)(iv)提述的完成日期更改為2007年12月31日。

4. 根據日期為2008年9月26日及在土地註冊處以註冊摘要編號08092902530044登記的批准書，承批人須在地盤G提供(在其他事物以外)批地文件特別條件第(46)(a)(iv)條規定的總共24個車位，在一切方面使署長滿意。

5. 根據三份日期分別為2000年2月3日、2001年7月31日及2009年8月5日的批准書，署長批准以下事項：

- (a) 修訂該等位置：從附於批地文件的圖則I上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置，修訂為附於上述2009年8月5日的批准書的圖則編號KM5877b上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置；及
- (b) 刪除該等位置：附於批地文件的圖則I上顯示及標示的Z點穿過的X和Y點及AC點穿過的AA和AB點。

承批人須自費提供、操作及保養一個全面收集垃圾系統，收集從該地段大廈各樓層的垃圾，連同市政署署長批准或要求的垃圾車的停泊及裝卸區域，在一切方面使市政署署長滿意。

22. 地段內的道路

批地文件特別條件第(52)條規定：

- (a) 承批人須按署長要求的位置及層次在該地段內自費建造署長要求的道路系統，包括道路、行人天橋、行人路、樓梯、乘客升降機、扶手電梯及坡道（以下統稱「**內部交通系統**」），供行人及車輛流通，包括但不限於運輸署署長決定的的士、特許巴士、綠色小巴及跨境旅遊巴士。
- (b) 除了運輸署署長和警務處處長不時發出的指示和政府與承批人之間訂立與將訂立的操作、管理及保養協議及按現存及未來法例以附例形式作出的授權外，承批人須操作、管理、保養內部交通系統和制訂有關交通管理安排，包括搭建承批人認為符合批地條件所必要的交通標誌及交通信號。
- (c) 承批人須自費在內部交通系統內提供署長要求的街道照明並在批地文件授予的整個租期內自費安排內部交通系統的照明及保持照明，使署長滿意。
- (d) 承批人須在批地文件授予的整個租期期間，准許政府、其官員、代理人、承建商及其授權的任何其他人士有權帶同或不帶同工具、機械或車輛在任何時候自由出入、經過及再經過該地段或其中任何部分或在其上已建或擬建的建築物或其中任何部分，旨在視察與監督內部交通系統的運作和進行工程，以便提供署長要求和按批地文件特別條件第(19)條(c)分條提供的交通設施。

23. 西邊高架路及活動接縫口

批地文件特別條件第(53)(a)、(d)、(e)及(f)條規定：

- (a) 承批人須從批地規約及協議第UB12397號之日起24個月內按署長要求的材料、標準、層次、闊度、方位及設計完成建築保留區域內的公共道路部分連同裝置、構築物、支承、活動接縫口及其他設施（位於保留區域的公共道路部分及輔助設施統稱「**西邊高架路**」和活動接縫口在下文稱為「**活動接縫口**」），在一切方面使署長滿意。
- (d) 在不影響批地文件特別條件第(53)條(e)(ii)分條的規定下，承租人在批地文件授予的整個租期內須准許署長及其保養車輛、設備、僱員、代理人及承建商可在任何時候自由出入、經過及再經過保留區域至西邊高架路之下及之上的該地段部分，以便視察、保養、重建及維修西邊高架路。
- (e) (i) 承批人須自費保養西邊高架路處於修繕妥當的狀態，使署長滿意，直至按批地文件特別條件第(53)條(f)分條將西邊高架路或其中任何部分的管有權交還政府。
(ii) 即使西邊高架路已按批地文件特別條件第(53)條(f)分條交還給政府，承批人仍須在批地文件授予的整個租期內繼續自費保養活動接縫口處於修繕妥當的狀態，使署長滿意。
- (f) 在不影響批地文件特別條件第53(e)(ii)分條規定下，承批人仍須負責自費按批地文件維護保養及維修保留區域，直至署長書面確認政府接受交還保留區域或其中任何部分。

24. 未來行人天橋相關構築物及進出公共行人道

批地文件特別條件第(55)(a)條規定：

- (a) 承批人須在署長指定的日期或之前按經批准建築圖則和署長要求或批准的材料、標準、層次、方位、佈局及設計自費在該地段上搭建、提供及建築及其後保養連接該地段

至未來行人天橋（以下簡稱「**未來行人天橋**」）的支柱、其他結構承托物及連接物連同所需的扶手電梯、升降機、樓梯（該等設施、結構承托物及連接物在下文統稱「**未來行人天橋相關構築物**」），在一切方面使署長滿意。該連接段大約位置位於批地文件夾附的圖則I上C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點、W點穿過的U和V點、Z點穿過的X和Y點、AC點穿過的AA和AB點或署長同意的其他位置（以下簡稱「**該等位置**」）。⁵

批地文件特別條件第(55)(b)、(c)及(e)條規定：

- (b) 在批地文件授予的整個租期期間，保留給署長、其官員、承辦商、代理人、其僱員、工人及毗鄰或毗連地段的業主之權利帶同或不帶車輛、設備、機械、機器免費出入、經過及再經過該地段或其中任何部分和在其上已建或擬建的任何建築物或其中任何部分之內、之下、穿過、之上或上面：
 - (i) 在該等位置進行工程連接未來行人天橋至未來行人天橋相關構築物（該連接工程在下文簡稱「**連接段**」）並在其後享用連接段和未來天橋承托的地役權；及
 - (ii) 維修與保養連接段及未來行人天橋。
- (c) 當署長要求如此辦理時，承批人和當時該地段的管理人或按《建築物管理條例》（第344章）成立該地段的業主立案法團須自費進行一切必要的工程，按署長要求與批准臨時關閉在該地段上已建或擬建的建築物連接未來行人天橋的任何開口，在一切方面使署長滿意。臨時關閉的一切必要的保養工程屬於承批人的責任，承批人須進行該等工程使署長滿意。
- (e) 承批人在批地文件授予的整個租期期間，在符合署長可施加的任何要求下，須准許公眾為了一切合法目的的自由及免費通過該地段或其中任何部分或其上的建築物或建築物的任何部分步行出入、經過及再經過未來行人天橋和構成其中一部分或附帶部分的未來行人天橋相關構築物，以便出入該地段外面的地面公共行人路。

Summary of land grant

批地文件的摘要

25. 烽火

批地文件特別條件第(62)條規定：

承批人不能在該地段內和綠色區域或其中任何部分點燃任何烽火，燃燒垃圾或其他物料。

26. 切割

批地文件特別條件第(64)條規定：

倘若按批地文件特別條件第(63)條發出同意，對該地段內的任何土地或任何政府土地作出切割、搬移、後退、堆積、填補或任何斜坡處理工程，以便構建、平整或開發該地段或其中任何部分或批地條件規定承批人需進行的任何工程，承批人須進行、建築或承擔費用進行或建築該等斜坡處理工程、護土牆或其他承托物、保護物、排水渠或當時或今後任何時候為了保護與承托該地段內或毗鄰或毗連政府或出租土地內的泥土所必要的輔助工程或其他工程和消除與防止今後發生塌方、山泥傾瀉或地陷並在批地文件授予的整個租期期間自費保養該土地、斜坡護理工程、護土牆或其他承托物、保護物及排水工程處於修繕妥當的狀態，使署長滿意。倘若承批人進行任何構建、平整、開發或其他工程，在任何時候在該地段（不論在該土地內或從該土地）或從任何毗鄰或毗連政府或出租土地內發生任何塌方、山泥傾瀉或地陷，承批人須自費作出修復與彌補，使署長滿意，並對上述塌方、山泥傾瀉或地陷造成或引致的一切費用、收費、損害、要求及索償彌償政府、其代理人及承建商。除了批地文件對違反批地條件規定的其他權利或濟助外，署長有權以書面通知要求承批人進行切割、建築及保養上述斜坡處理工程、護土牆、泥土及其他承托物保護物及排水工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承批人不理會或未能在指定的時期內履行上述通知使署長滿意，署長可立即進行工程和承批人須在要求時歸還有關費用給政府。

27. 地樁保養

批地文件特別條件第(66)條規定：

如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，承批人須在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使署長滿意並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承批人不理會或未能進行上述要求的檢查工程，署長可立即執行與進行該檢查工程，而承批人須在要求時歸還政府因此產生的費用。

28. 廢物或泥頭

批地文件特別條件第(67)(a)條規定：

- (a) 如果該地段或其他受該地段的任何發展影響的範圍有廢物或泥頭被侵蝕及沖落到公眾徑或道路或道路暗渠、污水渠、雨水渠或明渠或其他已落成或興建中的政府物業，承批人須承擔責任及在要求時向政府支付清除廢物及泥頭的費用及賠償對公眾徑或道路或道路暗渠、污水渠、雨水渠或明渠或其他政府物業的損壞。承批人須對上述由侵蝕及沖落對私人物業造成的任何損壞或滋擾而引致的一切訴訟、索償及要求向政府作出彌償。

29. 公用事業服務

批地文件特別條件第(68)條規定：

承批人須在任何時候，特別是在任何建築、保養、翻新或維修工程期間採取或促使他人採取一切適當及足夠的關注、技巧及預防措施，避免對該地段或其中任何部分及/或綠色區域內或穿過、之上、之下或毗鄰的任何政府或其他現有排水渠、水路或水道（包括總水喉）、行人小徑、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（不論已竣工或正在建設期間（所有各項在下文統稱「**工程及服務**」）造成任何損壞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘测及必要的了解，確定任何工程及服務的現況及程度，並提交處理任何工程及服務一切方面的書面建議給署長，供其全面審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長對工程及服務的任何要求和承擔符合該等要求支出的費用，包括必要的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復以任何方式進行上述改道、重鋪或修復的工程對該地段及/或綠色區域的表

面或該地段及/或綠色區域之上、上面、之下、毗鄰的工程及服務造成的任何損壞或干擾，使署長滿意。如果承批人未能對該地段或其中任何部分及/或綠色區域或該等工程及服務進行上述必要的改道、重鋪、維修、彌補或修復工程，使署長滿意，署長可進行其認為必要的上述改道、重鋪、維修、修復或彌補工程，承批人須在要求時向政府支付該等工程的費用。

30. 建造排水渠及渠道

批地文件特別條件第(71)條規定：

承批人須自費建造及保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，並使署長滿意，以便截斷與引導落下或流至該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

31. 接駁排水渠及污水管

批地文件特別條件第(73)條規定：

承批人須在政府要求時向政府支付在鋪設時接駁任何該地段的排水渠及污水渠至政府雨水渠及污水渠的費用。該等工程由署長進行，但署長無須就此向承批人承擔任何責任。

32. 設備及工序須經環境保護署署長預先同意

批地文件特別條件第(77)條規定：

未經環境保護署署長的預先書面同意，承批人不能在該地段或其中任何部分或在其上已建或擬建的任何建築物或其中任何部分之內或之上安裝或准許、容許他人安裝任何機器、火爐或鍋爐或任何其他設備或使用或准許、容許他人使用任何燃料或任何加工或處理方法或工序，以致在任何情況下排放或釋放任何污染物或任何有毒、有害或腐蝕物，不論是以氣體、煙霧、液體、固體或其他形式。授予上述同意不能視為在任何方面修訂或更改目前或今後任何條例、附例、規例或其他法例授予政府控制污染的權力。

33. 燃料限制

批地文件特別條件第(79)條規定：

承批人只能在該地段或其中任何部分或在其上已建或擬建的任何建築物或任何建築物的部分使用煤氣公司的煤氣、液化石油氣、天然氣、煤油或其他常規液體燃料，其硫含量不超過0.5%的重量和在40度時粘度不超過6個厘沱或含硫量不超1%重量的常規固體燃料。

34. 排放入污水渠等

批地文件特別條件第(80)條規定：

承批人不得直接或間接排放或造成、准許或容許排放任何工商業污水或髒水或受污染水或冷凍或熱水入公眾渠道、雨水渠、水道、河道或大海，除非得到環境保護署署長先事書面同意，作為給予同意的條件環境保護署署長可要求承批人自費在該地段內或外及達至環境保護署署長滿意的程度提供、營運及保養合適的處理及處置該等工商業污水或髒水或受污染水或冷凍或熱水的工程。

35. 提供消防裝置及設備

批地文件特別條件第(86)條規定：

承批人須在該地段內（或經署長的預先書面同意與批准，在任何毗鄰或毗連政府土地）及/或在其上已建或擬建的建築物內消防處處長要求的位置自費提供消防處處長自行酌情決定的消防喉轆、消防器具、水泵連接和其他消防裝置及設備（定義見《消防條例》），使消防處處長滿意。承批人須自費保養上述消防喉轆、消防器具、水泵連接和其他消防裝置及設備處於修繕妥當的狀態，使消防處處長滿意。

Summary of land grant

批地文件的摘要

36. 興建跨境巴士總站

批地文件特別條件第(90)(a)條規定：

- (a) 承批人須按批地條件及經批准建築圖則在地盤C地面自費搭建、建築、提供和其後操作與保養一個跨境巴士總站（以下簡稱「**跨境巴士總站**」），包括8輛12米長雙層巴士的巴士車位、一個停泊16輛雙層巴士的停車區、旅客候車區、票務處、控制室、洗手間和署長自行酌情書面批准的輔助設施，其批准可施加條款及條件，包括徵收其認為適當的額外地價。該跨境巴士總站須於2004年3月31日或之前完成並使其適合佔用，在一切方面使署長和運輸署署長滿意。⁶

37. 幼稚園

批地文件特別條件第(92)(a)條規定：

- (a) 承批人須按署長預先書面批准的位置、設計及標準在地盤E自費搭建、建築、提供和在署長要求時安排營運一所幼稚園（以下簡稱「**幼稚園**」）。

附註：

6. 根據日期為2005年3月31日並在土地註冊處以註冊摘要編號05040800160019登記的不反對通知書，承批人須自費搭建、建築、提供和其後操作與保養跨境巴士總站，在一切方面使署長和運輸署署長滿意，該跨境巴士總站須於2005年3月31日或之前或其他署長書面批准的日子完成並使其適合佔用及營運。根據九龍西區地政處主任發出的日期為2005年4月1日的信件，特別條件第(90)(a)條提述的完成日期更改為2005年9月30日。

Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

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

1. Green Area

Under Special Condition (9) of the land grant, the grantee shall, within 24 months from the date of the land grant, lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve the Green Area.

(I) Provisions of the land grant

Special Condition (9)(a) and (b) of the land grant:

- (9) 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 this Agreement, 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;
 - (b) within 24 months from the date of this Agreement 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;

Remark:

1. As provided in a letter from the Director of Lands 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.
2. This requirement was waived by the No-Objection Letter dated 22 December 2003 and registered in the Land Registry by Memorial No.UB9089574.

Special Condition (11) of the land grant:

- (11) For the purpose only of carrying out the necessary works specified in Special Condition No. (9) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on a date as may be specified in a letter from the Director. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic.¹

(II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal Deed of Mutual Covenant and Management Agreement dated 30 March 1999 and registered in the Land Registry by Memorial No.UB7732245 (“Principal DMC”):

- (b) Without in any way limiting the generality of the foregoing, the Managers shall have the following powers and duties, namely :-
 - (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. Government Accommodation

Under Special Condition 18(a)(ii) of the land grant, the grantee shall erect, construct, provide and maintain upon the lot accommodation and facilities for, inter alia, the Government Accommodation.

Under Special Condition (19)(a) of the land grant, the grantee shall in all respects to the satisfaction of the Director of Lands erect, construct and provide within the lot the Government Accommodation, which comprises inter alia, a public transport terminus, a day nursery, a social centre for elderly, a home help centre and two car parking spaces, and a children and youth centre cum study/reading room.

(I) Provisions of the land grant

Special Condition (18)(a)(ii) of the land grant:

- (18) 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:
 - (ii) the Government Accommodation (as hereinafter defined in Special Condition No. (19) hereof);

Special Condition (19)(a) of the land grant (as varied or modified by the Modification Letters dated 10 November 1997 and 15 May 2000 respectively and registered in the Land Registry by Memorial No.UB7333780 and UB8098181 respectively):

- (19) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with 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) hereof, the following accommodation :-

- (i) one public transport terminus (hereinafter referred to as “the PTT”) on the ground level comprising :-

- (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
- (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
- (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;
- (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;
- (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 operation on or before the 30th day of September, 2001;

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- (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;

(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”).

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Government Accommodation” means collectively the public transport terminus (Site A) and (Site C), day nursery, social centre for the elderly, home help centre and two car parking spaces and children and youth centre cum study/reading room constructed on the Land as part of the Development pursuant to Special Condition (19) of the Government Grant.

“Items” mean the external finishes of the Government Accommodation and the structure of all walls (including, for the avoidance of doubt, the enclosing walls of the water tank at ground level within the public transport terminus (Site A)), columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above

and below the Government Accommodation; all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (31) of the Government Grant.

Clause 9 of Section E of the Principal DMC:

9. The Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation only and not any other part of the Development and shall not as Owner of the Government Accommodation be liable to contribute towards the Management Charges calculated in accordance with Section J of this Deed and the Managers’ Remuneration calculated in accordance with Section H of this Deed.

Clause 1(b)(xii) and (xxxiv) of Section I of the Principal DMC:

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

(xii) To maintain and keep in good repair and condition the Items.

(xxxiv) To undertake upon the request of the Owner of the Government Accommodation the maintenance of the services facilities and installations serving exclusively the Government Accommodation whereupon the Owner of the Government Accommodation will on demand reimburse the Managers for the maintenance costs reasonably incurred which costs shall be subject to prior written approval of the Owner of the Government Accommodation upon submission of supporting documents and other relevant information.

Clause 1(n) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

(n) the costs of maintaining, repairing and operating the Items;

Plan showing the location of the Government Accommodation as far as it is practicable to do so is appended hereto at the end of this section.

3. Carparks for the use by the public using or visiting the Mass Transit Railway Station and access to and from Mass Transit Railway Station

Under Special Condition 33(a) of the land grant, the grantee shall 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 of Lands, inter alia, a railway station together with such number of carparks for the use by the public using or visiting the railway station as may be required by the Director of Lands for the operation of the Mass Transit Railway.

Under Special Condition (42) of the land grant, the grantee shall permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes 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.

(I) Provisions of the land grant

Special Condition (33)(a) of the land grant:

- (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. The Mass Transit Railway Station shall not be taken into account for the purposes of calculating the total gross floor area stipulated in Special Condition No. (18)(e) hereof.

Special Condition (42) of the land grant:

- (42) The Grantee shall throughout the term hereby agreed to be granted 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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Station” means the Mass Transit Railway Station forming part of the Mass Transit Railway in Hong Kong constructed on the Land pursuant to Special Condition (33) of the Government Grant comprising platforms, concourses, check in hall, arrival and departure halls, vehicular pick-up and drop off areas, car parks, station perimeter road and all structural parts thereof whether or not those structures support the Non-Station Development and all service media running through the Station whether or not serving the Non-Station Development;

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Clause 8 of Section E of the Principal DMC:

8. MTR as Owner of the Station and the Reserved Areas shall be responsible for the maintenance and management of the Station and the Reserved Areas and not any other part of the Development and shall not as Owner of the Station or the Reserved Areas be liable to contribute towards the Management Charges calculated in accordance with Section J of the Deed except as expressly provided in this Deed.

Plan showing the location of the carparks for the use by the public using or visiting the Mass Transit Railway Station and the access to and from the Mass Transit Railway Station as far as it is practicable to do so is appended hereto at the end of this section.

4. Public Open Space

Under Special Condition 43(a)(ii) of the land grant, the grantee shall, inter alia, erect, construct and provide in all respects to the satisfaction of the Director of Lands within the lot such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the Director of Lands.

(I) Provisions of the land grant

Special Condition (43)(a)(ii) and (c) of the land grant:

- (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 : -

- (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) hereof as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided;

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

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of the Public Open Space as far as it is practicable to do so is appended hereto at the end of this section.

5. Public Recreational Facilities

Under Special Condition 43(a)(iii) of the land grant, the grantee shall, inter alia, erect, construct and provide in all respects to the satisfaction of the Director of Lands within the lot the Public Recreational Facilities of such number, size, type, design, height and disposition and with such materials as may be required by the Director of Lands.

(I) Provisions of the land grant

Special Condition (43)(a)(iii) and (d) of the land grant:

- (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 : -

- (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) hereof as may be appropriate for the Site or Sites within which the Public Recreational Facilities are provided or to be provided. The Public Recreational Facilities shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (18)(e) hereof.

- (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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of the Public Recreational Facilities as far as it is practicable to do so is appended hereto at the end of this section.

6. Spaces for the parking of coaches

Special Condition 46(a)(iv) of the land grant provides that subject to Special Condition (47) thereof, the grantee shall provide in all respects to the satisfaction of the Director of Lands for the parking of motor vehicles licensed under the Road Traffic Ordinance a total of 24 spaces for the parking of coaches (or such lesser number as may be approved by the Director of Lands) to be opened to the public.

(I) Provisions of the land grant

Special Condition (46)(a)(iv) of the land grant:

(a) Subject to Special Condition No. (47) hereof 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, 2007³. 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

(II) Provisions of the deed of mutual covenant

Not applicable

Plan showing the location of the spaces for the parking of coaches as far as it is practicable to do so is appended hereto at the end of this section.

7. Space for the loading and unloading of motor vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station

Special Condition (46)(b)(iv) of the land grant provides that subject to Special Condition (47) of the land grant, one space for the loading and unloading of motor vehicles to be located in close proximity to the loading lift of the Home Help Centre shall be provided within the lot in all respects to the satisfaction of the Director of Lands to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station.

Remark:

3. Under a letter from the District Lands Officer, Kowloon West dated 25 June 2007, the completion date in Special Condition (46)(a)(iv) of the land grant was amended to 31 December 2007.

4. Under an Approval Letter dated 26 September 2008 and registered in the Land Registry by Memorial No.08092902530044, the grantee was approved to 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 satisfaction of the Director of Lands.

(I) Provisions of the land grant

Special Condition (46)(b)(iv) of the land grant:

(b) Subject to Special Condition No. (47) hereof space shall be provided within the lot as part of the Common Areas (as hereinafter defined in Special Condition No. (58)(a)(v) hereof) 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.

(II) Provisions of the deed of mutual covenant

Not applicable

Plan showing the location of the space for the loading and unloading of motor vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station as far as it is practicable to do so is appended hereto at the end of this section.

8. Roads within the lot

Under Special Condition (52)(a) of the land grant, the grantee shall construct within the lot at such point or points and at such level or levels the Internal Transport System for pedestrian and vehicular circulation. Under Special Condition (52)(c) of the land grant, the grantee shall provide within the Internal Transport System such street lighting as may be required by the Director of Lands.

(I) Provisions of the land grant

Special Condition (52)(a) and (c) of the land grant:

(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.

(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. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and/or keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open

Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of those parts of the Internal Transport System for public use as far as it is practicable to do so is appended hereto at the end of this section.

9. Western Elevated Road and Movement Joint Box

Under Special Condition (53)(a) of the land grant, the grantee shall within 24 months from the date of the land grant complete construction of, inter alia, the Western Elevated Road within the Reserved Area with the Movement Joint Box with such materials and to such standard, levels, width, alignment and design as the Director of Lands may require and in all respects to his satisfaction.

(I) Provisions of the land grant

Special Condition (53)(a) of the land grant:

(a) The Grantee shall at his own expense within 24 months from the date of this Agreement 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.

(II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

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

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- (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Western Elevated Road and the Movement Joint Box as far as it is practicable to do so is appended hereto at the end of this section.

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

Under Special Condition (55)(a) of the land grant, the grantee shall on or before such date or dates to be specified in a letter from the Director of Lands and in all respects to the satisfaction of the Director of Lands 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 of Land and thereafter maintain upon the lot the Future Footbridge Associated Structures linking the lot to the Future Footbridges.

(I) Provisions of the land grant

Special Condition (55)(a) and (e) of the land grant:

- (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 or at such other location or locations as may be agreed by the Director (hereinafter referred to as “the Locations”).⁵

- (e) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit 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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Footbridge Associated Structures” mean the structures constructed in accordance with Special Condition (55)(a) of the Government Grant.

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes,

footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

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

- (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 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. The Managers in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted;

Plan showing the location of the Future Footbridge Associated Structures and access to and from the public pavement as far as it is practicable to do so is appended hereto at the end of this section.

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

1. Green Area

Under Special Condition (9) of the land grant, the grantee shall maintain, inter alia, the Green Area until such time as possession of the Green Area shall have been re-delivered to the Government in accordance with Special Condition (11) of the land grant.

(I) Provisions of the land grant

Special Conditions (9)(c) and (11) of the land grant:

- (9) The Grantee shall at his own expense and in all respects to the satisfaction of the Director:
- (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) hereof.
- (11) For the purpose only of carrying out the necessary works specified in Special Condition No. (9) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on a date as may be specified in a letter from the Director. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic.⁶

(II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

Remark:

5. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director of Lands 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.

6. As provided in a letter from the Director of Lands 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.

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

(xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. Access to and from Mass Transit Railway Station

Under Special Condition (42) of the land grant, the grantee shall permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes 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.

(I) Provisions of the land grant

Special Condition (42) of the land grant:

(42) The Grantee shall throughout the term hereby agreed to be granted 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.

(II) Provisions of the deed of mutual covenant

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;

(f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the access to and from Mass Transit Railway Station required under the land grant to be managed, operated or maintained at the expense of the owners of the residential properties in the Development (including the Phase) as far as it is practicable to do so is appended hereto at the end of this section.

3. Public Open Space and Public Recreational Facilities

Under Special Condition (43)(b) of the land grant, the grantee shall, inter alia, maintain the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and operate the Public Recreational Facilities in all respects to the satisfaction of the Director of Lands.

(I) Provisions of the land grant

Special Condition (43)(b), (c) and (d) of the land grant:

(b) The Grantee shall throughout the term hereby agreed to be granted 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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

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

Clause 1(d) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows

therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;

- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the Public Open Space and the Public Recreational Facilities as far as it is practicable to do so is appended hereto at the end of this section.

4. Western Elevated Road and Movement Joint Box

Under Special Condition (53)(e)(i) of the land grant, the grantee shall, inter alia, maintain the Western Elevated Road in good repair and condition to the satisfaction of the Director of Lands 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 Special Condition (53)(f) of the land grant.

Under Special Condition (53)(e)(ii) of the land grant, the grantee shall continue to maintain the Movement Joint Box in good and substantial repair and condition to the satisfaction of the Director of Lands notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to Special Condition (53)(f) of the land grant.

(I) Provisions of the land grant

Special Condition (53)(e)(i) and (ii) of the land grant:

- (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 this Special Condition.

- (ii) Notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to sub-clause (f) of this Special Condition, 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 hereby agreed to be granted.

(II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

- (b) Without in any way limiting the generality of the foregoing, the Managers shall have the following powers and duties, namely :-
- (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Western Elevated Road and the Movement Joint Box as far as it is practicable to do so is appended hereto at the end of this section.

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

Under Special Condition (55)(a) of the land grant, the grantee shall on or before such date or dates to be specified in a letter from the Director of Lands and in all respects to the satisfaction of the Director of Lands 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 of Lands and thereafter maintain upon the lot the Future Footbridge Associated Structures linking the lot to the Future Footbridges.

(I) Provisions of the land grant

Special Condition (55)(a) and (e) of the land grant:

- (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 or at such other location or locations as may be agreed by the Director (hereinafter referred to as “the Locations”).⁷
- (e) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit 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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Footbridge Associated Structures” mean the structures constructed in accordance with Special Condition (55)(a) of the Government Grant.

Remark:

7. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director of Lands 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.

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“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

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

Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;
- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

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

- (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 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. The Managers in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted;

Plan showing the location of the Future Footbridge Associated Structures and access to and from the public pavement required under the land grant to be managed, operated or maintained at the expense of the residential properties in the Development (including the Phase) as far as it is practicable to do so is appended hereto at the end of this section.

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

C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

The size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is 1.70 hectares.

(I) Provisions of the land grant

Special Condition (43)(a)(ii), (b) and (c) of the land grant:

- (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 : -
- (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) hereof as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided;

- (b) The Grantee shall throughout the term hereby agreed to be granted 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.

(II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

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- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the Public Open Space as far as it is practicable to do so is appended hereto at the end of this section.

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

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

Not applicable.

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

Clause 1(b)(vii) of Section I of the Principal DMC:

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

- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;