

- (b) 於整個在此協定的批租期內，承批人須符合並遵從屋宇署署長施加的所有規定，以保護地下鐵路構築物及裝置，以使屋宇署署長在各方面滿意。」

### 32. 發展項目設施坑道

#### 特別條款第(90)條

「承批人須自費在該地段內獲署長批准的一個或多個位置及以署長批准的設計及標準搭建、興建、提供及保養發展項目設施坑道（下稱「設施坑道」）。設施坑道須位於黃竹坑車廠的天台或其他獲署長批准的一個或多個位置。設施坑道僅可用作容納在該地段內任何地盤之服務設施，而該等服務設施包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、電訊電纜、有線電視及同類服務，此等服務設施必須以有關政府機構及公用事業公司批准的方式安裝及保養。在計算特別條款第(27)(c)條訂明的總樓面面積時，設施坑道將不會計算在內。」

備註：

根據一封由地政總署鐵路發展組於2020年10月21日發出並已於土地註冊處以文件摘要編號20113001010307註冊的信件（「該信件」），批地文件內規定完成發展、平整、建造或提供（視屬何種情況而定）以下地盤、範圍及設施之日期將被更改如下：

特別條款	描述	於以下日期或之前完成
(12)(b)	建造連接未來行人天橋的結構性支撐物及接駁位	2027年3月23日
(13)(a)	平整綠色範圍	2027年6月10日
(17)(a)	平整綠色圓點範圍	2027年3月23日
(23)(b)	發展A地盤	2024年12月11日
(23)(c)	發展B地盤	2025年7月16日
(23)(d)	發展C地盤	2027年3月23日
(23)(e)	發展D地盤	2027年6月10日
(29)(a)	提供政府樓宇	2024年12月11日
(43)(a)	提供公共休憩空間	2027年3月23日
(59)(c)	提供行人通道	2027年3月23日

1. The Phase is situated on Site C of Aberdeen Inland Lot No. 467 (“**the lot**”).
2. The lot is held from the Government under Conditions of Exchange No. 20304 dated 12 June 2017 (as rectified by a Deed of Rectification dated 1 August 2022 and registered in the Land Registry by Memorial No. 22081601170068) (“**the Land Grant**”) for a term of 50 years from 12 June 2017 and expiring on 11 June 2067.

3. User

Special Condition No. (24)

“(a) Subject to these Conditions, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Site A or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for the Government Accommodation as defined in Special Condition No. (29)(a) hereof and private residential purposes.

(c) Site B, Site D, Site E and Site F or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.

(d) Site C or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding railway, godown, hotel and petrol filling station) purposes.

(e) The Wong Chuk Hang Station Site shall not be used for any purposes other than for the purposes of a railway station and purposes ancillary to the use, operation and management of the railway.

(f) The Wong Chuk Hang Depot Site shall not be used for any purposes other than for the purposes of a maintenance depot, railway workshop and other ancillary uses for the operation and management of the railway.

(g) Without prejudice to the generality of sub-clauses (e) and (f) of this Special Condition, the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site can be used for such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions, including the payment of premium, as he sees fit.

(h) Without prejudice to the generality of sub-clauses (a) to (f) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans and the Approved Landscape Master Plan (as defined in Special Condition No. (26)(c) hereof).”

4. Indemnity by Grantee

General Condition No. 4

“The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”

Special Condition No.(3)

“The Grantee acknowledges that as at the date of this Agreement there are some buildings, structures and foundations existing on the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, use and subsequent demolition of the said buildings, structures and foundations and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence,

use and subsequent demolition of the said buildings, structures and foundations.”

5. Maintenance

General Condition No. 6

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

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

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

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

6. Private streets, roads and lanes

General Condition No. 8

“Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director

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

## 7. Reserved Areas

### Special Condition No. (10)(a)-(d) and (f)

“(a) There are excepted and reserved unto the Government the following:

- (i) the air stratum in the areas shown coloured pink hatched black, pink hatched black stippled black, pink cross-hatched black and pink cross-hatched black stippled black on Plan Ia annexed hereto (hereinafter referred to as “the Pink Hatched Black Area”, “the Pink Hatched Black Stippled Black Area”, “the Pink Cross-hatched Black Area” and “the Pink Cross-hatched Black Stippled Black Area” respectively) between the level of 3.7 metres above the Hong Kong Principal Datum (hereinafter referred to as “the HKPD”) and the level of 11.7 metres above the HKPD for the purposes of Government facilities;
- (ii) the air stratum in the Pink Cross-hatched Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD for the purposes of Government facilities;
- (iii) the air stratum in the Pink Hatched Black Stippled Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 3.7 metres above the HKPD and the level

of 9.5 metres below the HKPD for the purposes of Government facilities; and

- (iv) the air stratum in the area shown coloured pink hatched red stippled black on Plan Ia annexed hereto (hereinafter referred to as “the Pink Hatched Red Stippled Black Area”) between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD for the purposes of Government facilities;

(which air strata in sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition are hereinafter collectively referred to as “the First Reserved Area”); and

- (v) the air stratum in the area shown coloured pink crossed black on Plan Ia annexed hereto (hereinafter referred to as “the Pink Crossed Black Area”) between the level of 1.5 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities; and

- (vi) the air stratum in the areas shown coloured pink hatched green on Plan Ia annexed hereto (hereinafter referred to as “the Pink Hatched Green Areas”) between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air strata in sub-clauses (a)(v) and (a)(vi) of this Special Condition are hereinafter collectively referred to as “the Second Reserved Area”); and

- (vii) the air stratum in the area shown coloured pink circled black on Plan Ia annexed hereto (hereinafter referred to as “the Pink Circled Black Area”) above the level of 4.7 metres above the HKPD and below the level of 11.0 metres below the HKPD for the purposes of Government facilities;

(which air stratum in this sub-clause (vii) is hereinafter referred to as “the Third Reserved Area”); and

- (viii) the air stratum in the areas shown coloured pink hatched brown and pink hatched brown stippled orange on Plan Ia

annexed hereto (hereinafter referred to as “the Pink Hatched Brown Area” and “the Pink Hatched Brown Stippled Orange Area” respectively) between the level of 11.2 metres above the HKPD and the level of 31.2 metres above the HKPD for the purposes of the viaduct;

(which air stratum in this sub-clause (viii) is hereinafter referred to as “the Fourth Reserved Area”);

- (ix) the air stratum in the area shown coloured pink stippled green on Plan Ia annexed hereto (hereinafter referred to as “the Pink Stippled Green Area”) between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air stratum in this sub-clause (ix) is hereinafter referred to as “the Fifth Reserved Area”);

(the First Reserved Area, the Second Reserved Area, the Third Reserved Area, the Fourth Reserved Area and the Fifth Reserved Area are hereinafter collectively referred to as “the Reserved Areas”).

- (b) The Grantee shall have no right, title, ownership, possession or use of the Reserved Areas save and except as provided for in these Conditions.
- (c) Subject to sub-clause (a) of this Special Condition and Special Condition No. (11) hereof, no building or structure or support for any building or structure shall be erected or constructed by the Grantee within or on the Reserved Areas except with the prior written consent of the Director who may at his sole discretion refuse consent or give consent subject to such terms and conditions as he sees fit.
- (d) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen and other duly authorized personnel free of costs, charges and expenses the rights of support for the building, installations or structures erected or to be erected within or on the Reserved Areas, the rights to all necessary easements, the rights of way through the lot to and from the Reserved Areas and any part or parts thereof and the structures and installations supporting or appertaining to the buildings,



installations or structures erected or to be erected within or on the Reserved Areas and the rights of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Reserved Areas and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building, structures and erections thereon or any part or parts thereof.

- (f) It is hereby agreed and acknowledged that the Government has the rights of installation, retention, renewal, replacement, maintenance and repair of utilities free of costs, charges and expenses within the lot underneath the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) hereof and those annexations of the said utilities onto the building or buildings erected or to be erected on the lot.”

Special Condition No. (11)(a)-(c)

- “(a) It is hereby acknowledged that the Grantee has erected existing utilities and railway related structures within the First Reserved Area and shall maintain, repair and replace the existing utilities and railway related structures at his own expense and in all respects to the satisfaction of the Director.
- (b) Upon expiry of the term hereby agreed to be granted and upon request by the Director, the Grantee shall at his own expense and within such time to be specified by the Director in writing demolish and remove all the existing utilities and railway related structures specified in sub-clause (a) of this Special Condition.
- (c) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in connection with the carrying out, performance or fulfilment of his obligations under this Special Condition.”

8. Footbridge Associated Structures and Future Footbridge Associated Structures

Special Condition No. (12)(a), (b), (d), (e), (f) and (g)

- “(a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as “the Footbridge Associated Structures”) for linking the lot to the existing footbridge as shown and marked “EW” on Plan Ia annexed hereto (hereinafter referred to as “the Existing Footbridge”) with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.
- (b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as “the Future Footbridge Associated Structures”) with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in connection with the

construction, alteration, repair, maintenance and management of the Footbridge Associated Structures, the Future Footbridge Associated Structures and the connection points.

- (e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:
- (i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as “the Connections”) and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and
- (ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.
- (g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a



public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof.”

## 9. Green Area

### Special Condition No. (13)(a)

“(a) The Grantee shall:

- (i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - (I) lay and form those portions of future public roads shown coloured green on Plan Ia annexed hereto (hereinafter referred to as “the Green Area”); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to

water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant, constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area shall have been re-delivered in accordance with Special Condition No. (14) hereof.”

### Special Condition No. (14)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (13) hereof or otherwise.”

## 10. Stippled Green Area

### Special Condition No. (17)(a)

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads in the air stratum shown coloured stippled green on Plan Ia annexed hereto between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as “the Stippled Green Area”). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Stippled Green Area Structures”)

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

- (ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and
- (iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof.”

### Special Condition No. (18)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to

the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area allow free access over and along the Stippled Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (17) hereof or otherwise.”

#### 11. Building covenant

##### Special Condition No. (23)

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

(b) The building or buildings or part or parts thereof erected or to be erected within Site A (other than the Government Accommodation as defined in Special Condition No. (29)(a) hereof) shall be completed and made fit for occupation within 84 months from the date of this Agreement.

(c) The building or buildings or part or parts thereof erected or to be erected within Site B shall be completed and made fit for occupation on or before the 31st day of December 2024 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site B, whichever is the later.

(d) The building or buildings or part or parts thereof erected or to be erected within Site C shall be completed and made fit for occupation on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later.

(e) The building or buildings or part or parts thereof erected or to be erected within Site D shall be completed and made fit for occupation on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later.

(f) The building or buildings or part or parts thereof erected or to be erected within Site E shall be completed and made fit for occupation on or before the 31st day of December 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site E, whichever is the later.

(g) The building or buildings or part or parts thereof erected or to be erected within Site F shall be completed and made fit for occupation on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later.”

#### 12. Preservation of trees

##### Special Condition No. (25)

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

#### 13. Landscaping

##### Special Condition No. (26)(a), (b)(ii) & (iii), (c), (d) and (e)

“(a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (25) hereof.

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

(iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as

may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

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

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

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (64)(a)(v) hereof.”

#### 14. Development conditions

##### Special Condition No. (27)(c), (d), (e), (f) and (g)(i)

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

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 242,700 square metres (consisting of not less than 214,500 square metres for private residential purposes and not less than 28,200 square metres for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes) and shall not exceed 404,500 square metres (consisting of not more than 357,500 square metres for private residential purposes and not more than 47,000 square metres for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes);

(ii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site A

designed and intended to be used for private residential purposes shall not be less than 32,160 square metres and shall not exceed 53,600 square metres;

(iii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site B designed and intended to be used for private residential purposes shall not be less than 27,480 square metres and shall not exceed 45,800 square metres;

(iv) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site C designed and intended to be used for private residential purposes shall not be less than 55,740 square metres and shall not exceed 92,900 square metres;

(v) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site D designed and intended to be used for private residential purposes shall not be less than 35,580 square metres and shall not exceed 59,300 square metres;

(vi) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site E designed and intended to be used for private residential purposes shall not be less than 35,460 square metres and shall not exceed 59,100 square metres;

(vii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site F designed and intended to be used for private residential purposes shall not be less than 28,080 square metres and shall not exceed 46,800 square metres;

(viii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on Site C designed and intended to be used for non-industrial (excluding railway, residential, godown, hotel and petrol filling station) purposes shall not be less than 28,200 square metres and shall not exceed 47,000 square metres;

(d) the total gross floor area of any building or buildings erected or to be erected on the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site shall not exceed 10,701 square metres and 40,563 square metres respectively and shall not be taken into account for the purpose of calculating the total gross floor area stipulated in sub-clause (c) of this Special Condition;

(e) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 150 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director, approve, provided that:

(i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods satellite TV antennae, parapet walls, gondolas, lightning poles, drainage vent pipes and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and

(ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (87)(b)(i)(II) hereof;

(f) the design and disposition of any building or buildings erected or to be erected on the lot (save and except the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof and the Wong Chuk Hang Depot as defined in Special Condition No. (46)(b) hereof) shall be subject to the approval in writing of the Director and no building works (other than the Permitted Works) shall be commenced on any of the Sites until such approval in respect of that Site shall have been obtained; and

(g) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and”

Special Condition No.(28)

“Except with the prior written consent of the Director and in conformity

with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures or projection shall be erected or constructed within the area shown by a dash-edged line and marked by numbers with a pre-fix “W” on Plan Ia annexed hereto (hereinafter referred to as “the Dash-edged Area”) at the ground level or levels or within the air space extending upwards from the ground level or levels of the Dash-edged Area to a height of 15 metres.”

**15. Government Accommodation**

Special Condition No. (29)(a) and (b)

“(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 Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (30)(a) hereof, the following accommodation:

(i) One hostel for moderately mentally handicapped persons with a net operational floor area of 557 square metres (hereinafter referred to as “the Hostel”) to be completed and made fit for occupation and operation within 84 months from the date of this Agreement; and

(ii) One integrated vocational rehabilitation services centre with a net operational floor area of 653 square metres (hereinafter referred to as “the Rehabilitation Services Centre”) to be completed and made fit for occupation and operation within 84 months from the date of this Agreement;

(which accommodation 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”).

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.”



Special Condition No. (33)(e)

“(e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof.”

Special Condition No. (39)

“(a) Without prejudice to the provisions of Special Condition No. (40) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (40)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

Special Condition No. (40)

“(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:

(i) which may exist at the respective dates of delivery of possession by the Grantee of the Government Accommodation or any part thereof to the Government; and

(ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Government Accommodation or any part thereof (hereinafter referred to as “Defects Liability Period”).

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard

and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

(c) The Director or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of each and every Defects Liability Period a schedule or schedules of defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs, charges and fees due and

owing by the Grantee the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Hostel and the Rehabilitation Services Centre as provided for in Special Condition No. (36) hereof, deposit with the Government the respective sums specified below (hereinafter collectively referred to as “security money”):

(i) HK\$2,375,000.00 for the Hostel; and

(ii) HK\$2,870,000.00 for the Rehabilitation Services Centre.

Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Hostel and the Rehabilitation Services Centre and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

Special Condition No. (42)(a), (b) and (c)

“(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (64)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”):

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

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

- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
  - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

#### 16. Public Open Space

##### Special Condition No. (43)(a)-(c)

- “(a) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot an at-grade public open space of not less than 1,300 square metres (hereinafter referred to as “the Public Open Space”). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.
- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director. For the purposes of this Special Condition, the expression “Grantee” shall mean the owner of the Commercial Accommodation (as defined in Special Condition No. (48)(b) hereof).

- (c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:
- (i) keep the Public Open Space open 24 hours a day for the use and enjoyment by all members of the public at all times free of charge without any interruption; and
  - (ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Public Open Space is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.”

#### 17. Wong Chuk Hang Station and Wong Chuk Hang Depot

##### Special Condition No. (46)

- “(a) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Station Site a railway station together with such ancillary railway structures, facilities and roads for the use, operation and management of the South Island Line (East) Railway between Admiralty and South Horizons (hereinafter referred to as “the SIL(E)”) (which railway station and ancillary railway structures, facilities and roads are hereinafter collectively referred to as “the Wong Chuk Hang Station”) on a scale, in a manner and in all respects to the satisfaction of the Director in accordance with these Conditions and the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation.
- (b) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Depot Site a maintenance depot, railway workshop and other ancillary uses for the operation and management of the SIL(E) (hereinafter collectively referred to as “the Wong Chuk Hang Depot”) on a scale in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to the railway depot which are or may at any time be in force in Hong Kong.”

##### Special Condition No. (53)

“The Grantee shall throughout the term hereby agreed to be granted during the operational hours of the Wong Chuk Hang Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Wong Chuk Hang Station.”

#### 18. Recreational facilities

##### Special Condition No. (55)(a) and (c)

- “(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (64)(a)(v) hereof;
  - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.”

#### 19. Pedestrian link and Pedestrian Walkway

##### Special Condition No. (59)(a)-(e)



- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:
- (i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve; and
- (ii) link up all major facilities within the lot including the Wong Chuk Hang Station, the Commercial Accommodation, the Public Open Space, residential blocks, the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto) and the Government Accommodation and those outside the lot including the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road provided or to be provided thereon.
- (c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

- (d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.
- (e) The Grantee shall throughout the term hereby agreed to be granted keep the covered pedestrian walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.”

## 20. Passage Area

### Special Condition No. (61)(a)-(f)

- “(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as “the Passage Area”).
- (b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.
- (c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby

agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.

- (d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.
- (e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.”

## 21. Parking, loading and unloading requirements

### Special Condition No. (68)

- “(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate or to a number of the Residential Parking Spaces different from those set out in the table below). Notwithstanding the aforesaid, the number of the Residential Parking Spaces shall not exceed a total number of 730 or such other number as may be determined by the Director;

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 33 residential units or part thereof



Not less than 40 square metres but less than 70 square metres	One space for every 19 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2 residential unit or part thereof
Not less than 130 square metres	One space for every 1 residential unit or part thereof

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition and for the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:

- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) hereof; and
- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) hereof (which

residential common area is hereinafter referred to as the “Residential Common Area”) shall be apportioned to a residential unit by the following formula:

$$\frac{\text{The total gross floor area of Residential Common Area}}{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}} \times \text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}$$

- (iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space for every such block of residential units being provided.
- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (71) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) 200 parking spaces or such other number as may be determined by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.
- (ii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any

amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (c) (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (71) hereof), the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter regarded to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a) (iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.
- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
- (I) 5 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof) (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”);

(II) 5 percent of the total number of the visitors' parking spaces required to be provided under sub-clause (a)(iii) of this Special Condition; and

(III) 5 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof),

provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (71) hereof) and the spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(iii) The spaces provided under sub-clause (d)(i)(III) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(e) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the motor cycle parking spaces as referred to in sub-clause (d) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”

Special Condition No. (69)(a) and (b)

“(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:

(i) one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; and

(ii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.

(b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

(ii) 65% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (71) hereof) or such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. The remaining 35% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (71) hereof) or

such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.”

Special Condition No. (70)

“Spaces shall be provided within the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site to the satisfaction of the Director for the parking, manoeuvring, loading and unloading of motor vehicles as may be required to meet the operational needs of the Wong Chuk Hang Station and the Wong Chuk Hang Depot. The spaces so provided shall not be used for any purpose other than for the parking, loading and unloading of motor vehicles. For the avoidance of doubt, the spaces so provided under this Special Condition shall be accountable for the calculation of the total gross floor area stipulated in Special Condition No. (27)(d) hereof.”

Special Condition No. (71)

“(a) Notwithstanding Special Conditions Nos. (68)(a)(i), (68)(b)(i), (68)(d)(i)(I), (68)(d)(i)(II), (68)(d)(i)(III), (69)(a)(i) and (69)(a)(ii) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Conditions Nos. (68)(a)(i) and (68)(d)(i)(I) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.”

Special Condition No. (73)

“(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

(i) assigned except



- (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
  - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot (excluding the Government Accommodation, the Wong Chuk Hang Station Site, the Wong Chuk Hang Depot Site and the WCH Undivided Shares) as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.”

Special Condition No. (74)

“The spaces provided within the lot in accordance with Special Conditions Nos. (68)(a)(iii) and (69)(a)(i) hereof and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas.”

Special Condition No. (75)

“Plans approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (68), (69) and (70) hereof, or copies of such plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director by the Grantee. No transaction (except the delivery of vacant possession of the Government Accommodation under Special Condition No. (38) hereof, the assignment of the Government Accommodation under Special Condition No. (36) hereof, the vesting of the WCH Undivided Shares to F.S.I. under Special Conditions Nos. (47) and (51)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (62)(c) hereof and a building mortgage under Special Condition No. (62)(d) hereof or such other transactions as the Director may approve) affecting any of the Sites or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such deposit of the plan in respect of the Site to which the transaction relates. The parking, loading and unloading spaces indicated on the said approved plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (68), (69) and (70) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plans and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plans, no part of the lot or any building or structure thereon shall be used for parking purposes.”

22. Cutting away

Special Condition No. (77)(a), (c) and (d)

“(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times

during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

23. Anchor maintenance

Special Condition No. (79)

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



24. **Spoil or debris**

Special Condition No. (80)

- “(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.”

25. **Damage to Services**

Special Condition No. (81)

“The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Construction and Maintenance Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Construction and Maintenance Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Construction and Maintenance Works in writing to the Director for his approval in all respects, and shall not carry out any works whatsoever until the Director shall have given his written approval to

the Construction and Maintenance Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Construction and Maintenance Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

26. **Construction of drains and channels and connecting drains and sewers**

Special Condition No. (82)

- “(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land

shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

27. **Protection of Nullah**

Special Condition No.(83)

- “(a) The Grantee acknowledges that there is a nullah outside the lot at the air stratum between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD on the area shown by dashed red lines on Plan Ia annexed hereto (hereinafter referred to as “the Nullah”) and the Government will accept no responsibility or liability for any loss, damage, injury, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, the state and condition or subsequent construction of the Nullah or of the exercise of any rights conferred on the Government under this Special Condition and the Grantee shall have no claim for compensation in respect thereof.
- (b) The Grantee shall ensure that all works in, on or within the lot are carried out in such a manner that the stability, drainage and accessibility of the Nullah is not impaired.
- (c) In the event that the stability, drainage or accessibility of the Nullah has been impaired by the works of the Grantee (the determination of the Director of Drainage Services on whether the stability, drainage and accessibility has been impaired shall be final and binding on the Grantee), the Director of Drainage Services shall be entitled by notice in writing to call upon the Grantee to carry out at the Grantee’s own expense such remedial works as the Director of Drainage Services in his absolute discretion shall require. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, the Director of Drainage Services may after the expiry of such period execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.”

28. **No hawkers**

Special Condition No. (84)

“The Grantee shall not permit or suffer any hawker to carry on business within the lot (except the Commercial Accommodation) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot (except the Commercial Accommodation) shall be displayed prominently by the Grantee near all entrances to the lot (except the Commercial Accommodation). For the purposes of these Conditions, “hawker” shall be as defined in section 2 of the Public Health and Municipal Services Ordinance, any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words “in any public place” shall be omitted from paragraph (a) of such definition and shall be substituted by the words “within the lot other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions”.”

29. **No advertisement**

Special Condition No. (85)

“The Grantee shall not, without the prior written consent of the Director, erect or permit or suffer to be erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both or any external part or parts thereof any advertising sign, hoarding notice board or poster for outdoor advertising purposes and then even with such consent only in accordance with such terms and conditions as the Director may in his absolute discretion require or prescribe save that the prior written consent of the Director shall not be required in case of signs, notices or posters which are erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both which pertain directly to the operation of the railway.”

30. **No grave or columbarium permitted**

Special Condition No. (88)

“No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.”

31. **Mass Transit Railway Protection**

Special Condition No. (89)

“(a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Wong Chuk Hang Station, the Wong Chuk Hang Depot or the Mass Transit Railway or any one or more of them and any structures, facilities or installations or tunnels in relation to the Mass Transit Railway (hereinafter collectively referred to as “the Mass Transit Railway Structures and Installations”) in or passing through or in the vicinity of the lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway, the Wong Chuk Hang Station and the Wong Chuk Hang Depot.

(b) Throughout the term hereby agreed to be granted, the Grantee shall comply with and observe all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations in all respects to the satisfaction of the Director of the Buildings.”

32. **Development Utility Trenches**

Special Condition No. (90)

“The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be subject to the approval of the Director development utility trenches (hereinafter referred to as “the Utility Trenches”). The Utility Trenches shall be located at the roof of the Wong Chuk Hang Depot or at such other location or locations as may be approved by the Director. The Utility Trenches shall only be used for the purpose of accommodating services for any of the Sites within the lot, and such services shall include but not limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Trenches shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(c) hereof.”

Note:

Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307 (“the Letter”), the dates for completion of development, construction, formation or provision (as the case may be) of the following Sites, areas and facilities under the Land Grant will be amended as follows :-

Special Condition No.	Description	To be completed on or before
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(23)(b)	The development of Site A	11 December 2024
(23)(c)	The development of Site B	16 July 2025
(23)(d)	The development of Site C	23 March 2027
(23)(e)	The development of Site D	10 June 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027



(A) 根據批地文件規定須興建並提供予政府或供公眾使用的設施

1. 行人天橋相關結構及未來行人天橋相關結構

批地文件相關條文：

特別條款第(12)(a)、(b)、(d)、(e)、(f)及(g)條

- 『(a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」)，用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以"EW"標示之現有行人天橋(下稱「現有行人天橋」)。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。
- (b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」)，並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。
- (c) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

- (i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程(該等連接工程在下稱「連接工程」)並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及
- (ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

- (f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。
- (g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

公契相關條文：

主公契中「屋苑公用地方」及「車站」的定義

「『屋苑公用地方』指屋苑中提供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構(按批地文件特別條款第(12)(b)條定義)、通道範圍、位於該土地以外的該部分行人連接道(僅為管理及保養的目的而包含在此定義中)、按批地文件特別條款第(59)(c)條提供的有蓋行人通道(僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道)的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分(但不包括

構成車站或車廠一部分者)、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方(但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方)。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『車站』指(i)建於該土地的黃竹坑站地盤(按批地文件特別條款第(1)(h)條定義)上或內的黃竹坑站(按批地文件特別條款第(46)(a)條定義)，包括一個鐵路車站及附屬鐵路構築物、設施及道路、(ii)批地文件特別條款第(70)條提述為黃竹坑站的營運需要而於黃竹坑站地盤內提供或將提供予汽車停泊、調動及上落客貨的停車位及(iii)行人天橋相關結構(按批地文件特別條款第(12)(a)條定義)；為免生疑，以下並不構成車站的一部分：所有服務車廠或屋苑或其任何部分的公用事業、服務、槽、井及設施及車廠及屋苑的所有裝飾物料。」

副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者)，以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有)，但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第E章第8(c)條

「港鐵作為車站及車廠的業主須自費負責提供及保持批地



文件特別條款第(12)(g)條所要求的公眾行人通道，並於黃竹坑站(按批地文件特別條款第(46)(a)條定義)營運時間內開放予公眾免費及無阻礙地使用，以使署長各方面滿意。」

#### 主公契第二附表第II部分第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物(不包括政府樓宇)的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物或未來行人天橋相關結構(按批地文件特別條款第(12)(b)條定義)或連接至行人連接道及有蓋行人通道(於批地文件特別條款第(59)(c)條提述)、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

#### 主公契第二附表第II部分第4(a)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

- (a) 於按批地文件特別條款第(46)(a)條定義的黃竹坑站的營運時間內使用港鐵按批地文件特別條款第(12)(g)條提供的行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

## 2. 綠色範圍及該等構築物

### 批地文件相關條文：

#### 特別條款第(13)(a)條

「(a) 承批人須：

- (i) 於2026年3月31日或D地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

- (I) 在此所夾附的圖則Ia上以綠色顯示的部份(下稱「綠色範圍」)鋪設及平整部份未來公共道路；及
- (II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物(在下文合稱「該等構築物」)

使建築、車輛、行人的交通得以在綠色範圍內往來；

- (ii) 於2026年3月31日或D地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費在綠色範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

- (iii) 自費保養綠色範圍連同該等構築物及其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

#### 特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及

通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

#### 特別條款第(15)條

「在未獲署長事先書面同意之前，承批人不得使用綠色範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(13)條指明之工程以外之任何用途。」

#### 特別條款第(16)條

「承批人須在其管有綠色範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色範圍，以視察、檢查及監督任何為遵從特別條款第(13)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(13)(b)條下的工程及任何其他在綠色範圍內署長認為需要的工程。」

### 公契相關條文：

#### 主公契中「綠色範圍」及「該等構築物」的定義

「『綠色範圍』指該部分按批地文件特別條款第(13)(a)(i)(I)條由港鐵於批地文件夾附的圖則Ia上以綠色顯示的範圍鋪設及平整的公共道路及擬鋪設及平整的未來公共道路。」

「『該等構築物』指按批地文件特別條款第(13)(a)(i)(II)條定義的該等構築物。」

#### 主公契第E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

#### 主公契第F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

#### 主公契第F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力(於本章第11條提述的事項除外)，但是：

- (i) 會議通知必須正式發出並列明擬通過有關事項的議案；
- (ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
- (iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
- (iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
- (v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
- (vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；及
- (vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

#### 主公契第G章第1(b)(ii)條

「發展項目業主委員會的職能為：

- (ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

#### 主公契第I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分(政府樓宇除外)及(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主(財政司司長法團作為政府樓宇業主除外)作出任何為管理該土地及屋苑的相關部分(政府樓宇除外)及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主(財政司司長法團作為政府樓宇業主除外)不可撤銷地委任管理人作為有關任何涉及及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

#### 主公契第I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

#### 主公契第I章第4(b)條

「管理人或(如無管理人)業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

#### 主公契第J章5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積(「已落成的屋苑建築樓面總面積」)的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

### 3. 綠色圓點範圍及綠色圓點範圍構築物

#### 批地文件相關條文：

#### 特別條款第(17)(a)條

「(a) 承批人須：

- (i) 於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下；
- (I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍(下稱「綠色圓點範圍」)內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間



的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及

- (II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「綠色圓點範圍構築物」）

使建築、車輛、行人的交通得以在綠色圓點範圍內往來；

- (ii) 於2026年6月30日或C地盤到期日或經延展的到期日（如適用）起計96個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及
- (iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

#### 特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

#### 特別條款第(19)條

「在未獲署長事先書面同意之前，承批人不得使用綠色圓點範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(17)條指明之工程以外之任何用途。」

#### 特別條款第(20)條

「承批人須在其管有綠色圓點範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色圓點範圍，以視察、檢查及監督任何為遵從特別條款第(17)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(17)(b)條下的工程及任何其他在綠色圓點範圍內署長認為需要的工程。」

#### **公契相關條文：**

#### 主公契中「綠色圓點範圍」及「綠色圓點範圍構築物」的定義

「『綠色圓點範圍』指該部分按批地文件特別條款第(17)(a)(i)(I)條由港鐵於批地文件附夾的圖則Ia上以綠色圓點顯示之範圍內的地面層以下2米至地面層以上5.5米之間的空氣層內鋪設及平整的公共道路及擬鋪設及興建的未來公共道路。」

「『綠色圓點範圍構築物』指按批地文件特別條款第(17)(a)(i)(II)條定義的綠色圓點範圍構築物。」

#### 主公契第E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

#### 主公契第F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

#### 主公契第F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

- (i) 會議通知必須正式發出並列明擬通過有關事項的議案；
- (ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
- (iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
- (iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
- (v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；
- (vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；及
- (vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」



主公契第G章第1(b)(ii)條

「發展項目業主委員會的職能為：

- (ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

主公契第I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

主公契第I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契第I章第4(b)條

「管理人或（如無管理人）業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契第J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積（「已落成的屋苑建築樓面總面積」）的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

**4. 政府樓宇**

**批地文件相關條文：**

特別條款第(29)(a)及(b)條

「(a) 承批人須自費及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表（下稱「技術附表」）及根據特別條款第(30)(a)條批核的圖則搭建、興建及提供以下樓宇：

- (i) 在本協議日期起計84個月內完成一所淨作業樓面面積達557平方米的中度智障人士宿舍（下稱「宿舍」），並使其適合佔用及運作；及
- (ii) 在本協議日期起計84個月內完成一所淨作業樓面面積達653平方米的綜合職業康復服務中心（下稱「康復服務中心」），並使其適合佔用及運作；

（該等樓宇連同署長以其絕對酌情權決定及專屬於該等樓宇的任何其他範圍、設施、服務及設備（其決定為最終並對承批人有約束力）在下文合稱「政府樓宇」）。

- (b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(36)(a)條

「承批人須在署長要求時將此特別條款第(b)分條指明的不可分割份數或其任何部分連同政府樓宇或其部分的獨家使用、佔用及享用權，在空置管有及沒有產權負擔下由承批人自費轉讓予財政司司長法團（在文義許可下此詞包括其繼承人及承讓人），而承批人須在署長可能以書面方式指明的一個或多個時間內完成已根據特別條款第(35)條獲發完工證明書的政府樓宇或其任何部分之轉讓。」

特別條款第(38)條

「署長有權在政府樓宇進行根據特別條款第(36)條的轉讓前要求交出而已根據特別條款第(35)條獲發完工證明書的政府樓宇或署長需要的部分的空置管有權，而承批人須按該要求以署長認為合適的條款及條件將有關空置管有權交予政府，供政府獨家使用、佔用及運作。」

**公契相關條文：**

主公契中「政府樓宇」的定義

「『政府樓宇』指分別按批地文件特別條款第(29)(a)(i)條及第(29)(a)(ii)條定義的宿舍及康復服務中心，各自連同任何其他由署長按批地文件特別條款第(29)條以其絕對酌情權決定於該土地上興建或擬興建並作為發展項目一部分的專屬範圍、設施、服務及裝置。」

主公契第E章第9(a)條

「(a) 財政司司長法團作為政府樓宇業主須負責保養及管理政府樓宇(物件除外)，而非發展項目的任何其他部分或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的任何部分。財政司司長法團作為政府樓宇業主僅須按批地文件特別條款第(64)(a)(iv)(I)(2)條負責支付有關實際上服務政府樓宇或由該處佔用人、其傭工、承辦商、代理人或訪客使用的設施或服務的管理及保養費用，惟前提是財政司司長法團的責任將由政府產業署署長或署長為此提名的人士釐定，且於任何情況下須支付的管理及保養費用的比例均不得超過政府樓宇的樓面總面積佔(就有關該土地的管理及保養費用而言)所有已建或擬建於該土地上的建築物的樓面總面積或(就有關A地盤的管理及保養費而言)所有已建或擬建於A地盤上的建築物的樓面總面積的比例，有關的維修及管理費用的繳付責任將由政府樓宇的轉讓契據的日期或接收政府樓宇的日期起計，以較早者為準；另一前提為除非及直至政府產業署署長或署長為此提名的人士已經以書面方式批准有關金額，財政司司長法團作為政府樓宇業主並無責任支付任何管理及保養費用。財政司司長法團作為政府樓宇業主並無責任就政府產業署署長或署長就此提名的其他人士認為並非直接服務或惠及政府樓宇的發展項目任何其他部分(不論是否屬公用地方)或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的任何部分或任何設施或服務的管理及保養費用作出任何供款。財政司司長法團作為政府樓宇業主毋須就管理費作出任何供款。」

主公契第F章第9(a)(v)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力(於本章第11條提述的事項除外)，但是：

(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；」

主公契第G章第1(c)條

「任何發展項目業主委員會或期數的業主附屬委員會的決議均不

得與本主公契條文或香港法院的任何判決或命令相抵觸，亦不得影響政府樓宇或其任何部分的使用、操作或保養。」

主公契第G章第12條

「發展項目業主委員會須邀請財政司司長法團作為政府樓宇業主提名作其代表的人士出席其所有會議，並按本主公契L章第3(a)條向該等人士免費提供該會議的議程、通知及記錄。財政司司長法團作為政府樓宇業主須不時以書面形式通知發展項目業主委員會其代表。出席任何發展項目業主委員會會議之財政司司長法團作為政府樓宇業主的代表有權將其對討論事項的意見告知委員會，但無權投票。」

主公契第J章第1條但書

「惟受本主公契本章第5(b)(II)條及E章第9(a)條所限，港鐵作為車站及車廠的業主(而非以其他身份)及政府樓宇的業主不須攤付管理人因保養及管理屋苑產生的任何成本、費用及開支，政府樓宇的業主亦不須攤付本章第2條及第9條分別提述的特別基金或按金，以及保險費、泥頭清理費、利息、懲罰費用或性質類似的費用。」

主公契第K章第8條

「建築規則及裝修規則(包括任何根據本章第3條所作的更改及修訂)不能不利地影響或干擾政府樓宇或其任何部分的使用、操作及享用，亦不能阻止、阻礙或限制政府樓宇或其任何部分的出入。」

主公契第二附表第I部分第2條

「(a) 即使本主公契或任何副公契或副分公契另有規定，財政司司長法團、其承租人、租客、被許可人、及任何獲授權人士及政府樓宇或其任何部分當時的業主及佔用人有以下權利、特權及地役權：

(i) 政府樓宇受庇護、支撐物及保護的權利；

(ii) 在任何時候讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於批租期內於該土地的任何部分及發展項目的任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來政府樓宇的權利；

(iii) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何政府樓宇或其任何部分專用的服務及設施(「政府樓宇服務」)的權利，而無須向其他業主或管理人支付任何費用，亦無須取得其批准或同意，惟在進行上述政府樓宇服務的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外該土地上發展項目的所有部分的該等服務及設施造成損壞；

(iv) 為正確地使用及享用政府樓宇或其任何部分的目的通行及再通行、進出、往返及使用該土地的公用地方或發展項目的公用地方，以及使用和享用該土地或發展項目內任何公用設施的權利；

(v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶車輛、機械、設備、物料及機器進入該土地或發展項目任何部分的權利，以便擴建政府樓宇或其任何部分或進行保養、維修、改建、改建及其他工程，以及進行政府樓宇服務或其任何部分的保養、維修、改建、改道、更改、重鋪、還原及其他工程；

(vi) 按署長要求享有暢通無阻進出政府樓宇的通行權；

(vii) 在財政司司長法團認為合適時在政府樓宇或其任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入該土地或其任何部分或發展項目任何部分的通行權，不論是否連同受僱人、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢查、安裝、建設、展示、陳列、保養、維修、拆除及更新此等招牌及廣告；

(viii) 固定於政府樓宇的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他服務、



設施、裝置、固定裝置、輔助工程，設備及物料的通行權；

(ix) 於政府樓宇內、周圍、其範圍內、其上及其下的牆、圓柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分改變及運行附加服務以專門服務或惠及政府樓宇的權利，及相關通行該土地或發展項目任何部分的權利，不論是否連同傭人、工人及其他人，及不論是否攜帶機械、設備、機器及物料，惟在進行上述改動工程時必須採取適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外發展項目的所有部分的該等服務及設施造成損壞；以及

(x) 署長視為必要或恰當的其他權利、特權及地役權。

(b) 政府或財政司司長法團於任何時候更改政府樓宇或其任何部分之用途的權利，而無須取得港鐵、其他業主或管理人的批准或同意。

(c) 行使任何上述第2(a)至(b)段的權利、特權及地役權無須港鐵、其他業主或管理人的任何許可、批准或同意。」

## 5. 公共休憩空間

批地文件相關條文：

特別條款第(43)(a)-(c)條

「(a) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或之前自費搭建、建造及提供一個不小於1300平方米的地面公共休憩空間(下稱「公共休憩空間」)並使署長在各方面滿意。公共休憩空間須由承批人自費以署長要求的標準及使用署長要求的物料、設備及設施設置、平整、服務、美化、種植、處理及提供，使署長在各方面滿意。

(b) 承批人須於整個在此協定的批租期內自費修理、保養、維修、管理公共休憩空間及其上之一切物件，並使署長在

各方面滿意。就此特別條款而言，「承批人」一詞指商業樓宇(根據特別條款第(48)(b)條定義)業主。

(c) 在不影響本特別條款第(b)分條的一般性下，承批人須於完成公共休憩空間工程後及整個在此協定的批租期內：

(i) 保持公共休憩空間每日24小時開放給公眾不受阻礙地使用及享受；及

(ii) 自費並使署長滿意地在顯眼處張貼告示通知公眾公共休憩空間開放予公眾使用，及列明其開放時間及其他署長不時要求的相關資料。」

### 公契相關條文：

主公契中「商業發展項目」的定義

「『商業發展項目』指按批地文件特別條款第(48)(b)條定義並於C地盤內按經批准圖則已建或擬建作商業及/或零售用的商業樓宇及其附屬地方，並為免生疑，包括公共休憩空間(按批地文件特別條款第(43)(a)條定義)、供商業發展項目的佔用人及其真正賓客、訪客及受邀人使用的私家車及電單車停車位、按批地文件特別條款第(59)(c)條提供的有蓋行人通道的其中部分、劃定供商業發展項目使用的貨車上落貨車位及其相連車道及通道地方、所有位於商業發展項目內及其附屬的結構柱，並將於就C地盤訂立的副公契或分副公契中更詳細描述。」

主公契第二附表第II部分第4(b)條

「受限於批地文件的條款及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權

(b) 於每日24小時免費及不受阻礙地使用及享用按批地文件特別條款第(43)(a)條提供的公眾休憩空間；

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公

契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

副公契中「商業發展項目」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇，現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇，以及公共休憩空間(按政府批地文件特別條款第(43)(a)條定義)，包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆(現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途)、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位(根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供)、指定供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問，包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆，但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施，以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料，但不包括構成以下範圍的部分：車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示)；」



#### 副公契第D章第12條

- 「(a) 商業樓宇(按政府批地文件特別條款第(48)(b)條定義)業主須在整個年期內按照政府批地文件特別條款第(43)(b)條規定,自費修理、保養、維修和管理公共休憩空間(按政府批地文件特別條款第(43)(a)條定義,現於本文所夾附經認可人士核證準確的圖則上以粉紅色加黑六角形顯示作辨認用途)連同其上一切物件,以全面令署長滿意。
- (b) 商業樓宇(按政府批地文件特別條款第(48)(b)條定義)業主須在公共休憩空間建築完成後及整個年期內:
- (i) 按照政府批地文件特別條款第(43)(c)(i)條規定,保持公共休憩空間每日24小時開放給所有公眾人士時刻不受阻礙地免費使用及享受;及
- (ii) 按照政府批地文件特別條款第(43)(c)(ii)條規定,自費以署長滿意的方式在顯眼位置張貼告示通知公眾公共休憩空間乃開放予公眾使用,並列明開放時間及署長不時要求的其他相關資料。」

## 6. 行人通道

#### 批地文件的相關條文:

#### 特別條款第(59)(c)、(d)及(e)條

- 「(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道,以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋(其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記)。為免生疑問,署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。

- (d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑(連同該等樓梯、斜道、照明及升降機)及行人通道至良好及充足的維修狀態,以使署長滿意。

- (e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地開放予公眾使用。」

#### 公契相關條文:

#### 主公契中「屋苑公用地方」的定義

「『屋苑公用地方』指屋苑中提供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分,包括但不限於設施坑道、未來行人天橋相關結構(按批地文件特別條款第(12)(b)條定義)、通道範圍、位於該土地以外的該部分行人連接道(僅為管理及保養的目的而包含在此定義中)、按批地文件特別條款第(59)(c)條提供的有蓋行人通道(僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道)的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部構(但不包括構成車站或車廠一部分者)、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方(但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方)。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

#### 副公契中「商業發展項目」、「第三期內屋苑公用地方」及「第三期內行人通道」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇,現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇,以及公共休憩空間(按政府批地文件特別條款第(43)(a)條定義),包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆(現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途)、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位(根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供)、指定

供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問,包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆,但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施,以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料,但不包括構成以下範圍的部分:車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示);」

「『第三期內屋苑公用地方』指位於第三期內提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分,包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問,包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者),以及該條例附表1訂明提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有),但不包括第三期內住宅發展項目公用地方、



第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

「『第三期內行人通道』指根據政府批地文件特別條款第(59)(c)條規定在C地盤提供或將提供的有蓋行人通道，現於本文所夾附經認可人士核證準確的圖則上以靛藍色加黑交叉線及粉紅色加黑交叉線顯示作辨認用途；」

#### 主公契第二附表第II部分第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物或未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

#### 主公契第二附表第II部分第4(c)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

- (c) 於每天的24小時內免費及無阻礙地使用按批地文件特別條款第(59)(c)條提供的有蓋行人通道；及

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

#### 副公契第二附表第II部分第3條

「在毋損主公契第二附表第II部分第3條保留予港鐵之權利的一般規定，港鐵有權於事先發出合理書面通知（緊急情況除外）後，攜帶所有必需工具、設備、機器和物料以及單獨或聯同傭工、工人及其他人，於所有合理時間進入C地盤任何部分（港鐵已出售或轉讓的單位除外），以按不時需要在C地盤一處或多處地點或部分提供、建造和維修第三期內行人通道，但施工須盡量避免造成滋擾，如有損壞則須修復。」

### 7. 通道範圍

#### 批地文件相關條文：

#### 特別條款第(61)(a)-(f)及(h)條

「(a) 除非事先獲得署長書面同意，除於本協議日期已存有的構築物外，不得在該地段中(i)在此夾附的圖則Ia上以粉紅色加橙點顯示之範圍（除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用）及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍（除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用）內搭建或興建建築物或構築物或任何建築物或構築物的支撐物（該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」）。

(b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍，包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物，以使通道範圍可作公眾行人通道之用。

(c) 在此特別條款第(b)分條提述的工程完成後，承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。

(d) 受限於此特別條款第(b)分條，承批人不得進行任何署長認為可能影響通道範圍的工程（署長之意見為最終並對承批人具約束力）。

(e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。

(f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。

(h) 承批人須於整個在此協定的批租期內的所有時間准許政府及其人員、代理人、承辦商、工人或其他妥獲授權之人士有權帶同或不帶同工具、設備、裝置、機器或車輛進入、離開或再進入該地段或其任何一個或多個部分及在其上已建或將建的任何一幢或多幢建築物，以視察、檢查及監督任何由承批人按此特別條款第(b)及(f)分條下進行的工程及進行、視察、檢查及監督特別條款此特別條款第(g)分條下的工程。」

#### 公契相關條文：

#### 主公契中「屋苑公用地方」及「通道範圍」的定義

「『屋苑公用地方』指屋苑中提供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道）的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方）。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『通道範圍』指批地文件特別條款第(61)(a)條所定義的通道範圍。」

#### 副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者)，以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有)，但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第二附表第II部分第4(d)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(d) 於所有時間自由及免付任何性質的費用徒步或乘坐輪椅經過及再經過通道範圍作所有合法用途

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

**B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施**

**1. 第一預留範圍內的現存服務設施及鐵路相關構築物**

**批地文件相關條文：**

特別條款第(11)(a)及(b)條

(a) 謹此確認承批人已於第一預留範圍內搭建現有的服務設施及與鐵路相關的構築物，承批人須自費保養、維修及更換現有的服務設施及與鐵路相關的構築物以使署長在各方面滿意。

(b) 及署長要求下，承批人須自費及在署長以書面指明的時間內拆卸及移除此特別條款第(a)分條指明的所有現有的服務設施及與鐵路相關的構築物。」

**公契相關條文：**

主公契第E章第8(b)條

「港鐵作為車站及車廠的業主須自費並在署長各方面滿意下按批地文件特別條款第(11)(a)保養、維修及更換位於第一預留範圍(按批地文件特別條款第(10)(a)條定義)內現有的設施及與鐵路相關的構築物。」

**2. 行人天橋相關結構及未來行人天橋相關結構**

**批地文件相關條文：**

特別條款第(12)(a)、(b)、(c)、(f)及(g)條

(a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」)，用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以"EW"標示之現有行人天橋(下稱「現有行人天橋」)。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。

(b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面

滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」)，並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。

(e) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

(i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程(該等連接工程在下稱「連接工程」)並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及

(ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

(f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。

(g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1



及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

#### 公契相關條文：

##### 主公契中「屋苑公用地方」及「車站」的定義

「『屋苑公用地方』指屋苑中擬供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道）的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方）。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『車站』指(i)建於該土地的黃竹坑站地盤（按批地文件特別條款第(1)(h)條定義）上或內的黃竹坑站（按批地文件特別條款第(46)(a)條定義），包括一個鐵路車站及附屬鐵路構築物、設施及道路、(ii)批地文件特別條款第(70)條提述為黃竹坑站的營運需要而於黃竹坑站地盤內提供或將提供予汽車停泊、調動及上落客貨的停車位及(iii)行人天橋相關結構（按批地文件特別條款第(12)(a)條定義）；為免生疑，以下並不構成車站的一部分：所有服務車廠或屋苑或其任何部分的公用事業、服務、槽、井及設施及車廠及屋苑的所有裝飾物料。」

##### 副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防

喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱（為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆）、設施坑道（或當中部分）、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件（但不包括構成車站或車廠一部分者），以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分（如有），但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

##### 主公契第E章第8(c)條

「港鐵作為車站及車廠的業主須自費負責提供及保持批地文件特別條款第(12)(g)條所要求的公眾行人通道，並於黃竹坑站（按批地文件特別條款第(46)(a)條定義）營運時間內開放予公眾免費及無阻礙地使用，以使署長各方面滿意。」

##### 主公契第二附表第II部分第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物（不包括政府樓宇）的任何出口，以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物或未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）或連接至行人連接道及有蓋行人通道（於批地文件特別條款第(59)(c)條提述）、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分，而業主必須遵守有關通知的要求，惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

##### 主公契第二附表第II部分第4(a)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

(a) 於按批地文件特別條款第(46)(a)條定義的黃竹坑站的營運時間

內使用港鐵按批地文件特別條款第(12)(g)條提供的行人通道；

惟公眾人士行使前述權利時不能影響或損害於批地文件、主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

### 3. 綠色範圍及該等構築物

#### 批地文件相關條文：

##### 特別條款第(13)(a)條

「(a) 承批人須：

(i) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 在此所夾附的圖則Ia上以綠色顯示的部份（下稱「綠色範圍」）鋪設及平整部份未來公共道路；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物（在下文合稱「該等構築物」）

使建築、車輛、行人的交通得以在綠色範圍內往來；

(ii) 於2026年3月31日或D地盤到期日或經延展的到期日（如適用）起計84個月屆滿當日（以較後者為準）或其他署長可能批准的日期或時限或之前自費在綠色範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

- (iii) 自費保養綠色範圍連同該等構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

#### 特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

#### 特別條款第(15)條

「在未獲署長事先書面同意之前，承批人不得使用綠色範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(13)條指明之工程以外之任何用途。」

#### 特別條款第(16)條

「承批人須在其管有綠色範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色範圍，以視察、檢查及監督任何為遵從特別條款第(13)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(13)(b)條下的工程及任何其他在綠色範圍內署長認為需要的工程。」

#### **公契相關條文：**

#### 主公契中「綠色範圍」及「該等構築物」的定義

「『綠色範圍』指該部分按批地文件特別條款第(13)(a)(i)(1)條由港鐵於批地文件附夾的圖則Ia上以綠色顯示的範圍鋪設及平整的公共道路及擬鋪設及平整的未來公共道路。」

「『該等構築物』指按批地文件特別條款第(13)(a)(i)(II)條定義的該等構築物。」

#### 主公契第E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

#### 主公契第F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

#### 主公契第F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力（於本章第11條提述的事項除外），但是：

- (i) 會議通知必須正式發出並列明擬通過有關事項的議案；
- (ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
- (iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；

(iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；

(v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；

(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；及

(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

#### 主公契第G章第1(b)(ii)條

「發展項目業主委員會的職能為：

- (ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

#### 主公契第I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分（政府樓宇除外）及（按批地文件交還予政府前）綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主（財政司司長法團作為政府樓宇業主除外）作出任何為管理該土地及屋苑的相關部分（政府樓宇除外）及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主（財政司司長法團作為政府樓宇業主除外）不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」



主公契第I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

主公契第I章第4(b)條

「管理人或(如無管理人)業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

主公契第J章5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積(「已落成的屋苑建築樓面總面積」)的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

**4. 綠色圓點範圍及綠色圓點範圍構築物**

**批地文件相關條文：**

特別條款第(17)(a)條

「(a) 承批人須：

- (i) 於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
  - (I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍(下稱「綠色圓點範圍」)內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及
  - (II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其酌情要求的其他構築物(在下文合稱「綠色圓點範圍構築物」)使建築、車輛、行人的交通得以在綠色圓點範圍內往來；
- (ii) 於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及
- (iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款以獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

特別條款第(19)條

「在未獲署長事先書面同意之前，承批人不得使用綠色圓點範圍作儲存用途或作搭建任何臨時構築物或作任何進行特別條款第(17)條指明之工程以外之任何用途。」

特別條款第(20)條

「承批人須在其管有綠色圓點範圍期間的所有合理時間內准許政府、署長及其人員、承辦商及代理人及任何獲其授權之人士有權進入、離開及再進入該地段及綠色圓點範圍，以視察、檢查及監督任何為遵從特別條款第(17)(a)條而進行的工程及進行、視察、檢查及監督特別條款第(17)(b)條下的工程及任何其他在綠色圓點範圍內署長認為需要的工程。」

**公契相關條文：**

主公契中「綠色圓點範圍」及「綠色圓點範圍構築物」的定義

「『綠色圓點範圍』指該部分按批地文件特別條款第(17)(a)(i)(I)條由港鐵於批地文件附夾的圖則Ia上以綠色圓點顯示之範圍內的地面層以下2米至地面層以上5.5米之間的空氣層內鋪設及平整的公共道路及擬鋪設及興建的未來公共道路。」

「『綠色圓點範圍構築物』指按批地文件特別條款第(17)(a)(i)(II)條定義的綠色圓點範圍構築物。」

#### 主公契第E章第1(b)條

「為免生疑，受限於批地文件及本主公契的條文，港鐵作為批地文件下該土地的原始承批人進行綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物的興建，並承擔有關建築成本，在港鐵完成興建綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何一部分而使署長滿意時，綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物或其任何已落成的部分將由管理人根據本主公契管理及控制，直至交還予政府為止。」

#### 主公契第F章第1條

「受限於本章第12條，應按情況需要不時舉行屋苑業主的會議，以討論及決議以下所述與屋苑及/或(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜，而本章的條文適用於有關會議。屋苑業主會議的程序將由屋苑的業主決定。」

#### 主公契第F章第9(a)條

「在正式召開的會議上由親自出席會議的業主或投票代表投票，並以過半數票通過的任何有關屋苑及/或綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的決議對所有業主具約束力(於本章第11條提述的事項除外)，但是：

- (i) 會議通知必須正式發出並列明擬通過有關事項的議案；
- (ii) 擬在任何該等會議上通過但未有在該會議通知中列明的任何事項之決議均無效；
- (iii) 除非本主公契另有指明，凡擬更改、修訂及抵觸本主公契的決議一概無效；
- (iv) 與香港法院的任何命令、裁決或判決或任何法例的任何強制性條款抵觸或相反的決議一概無效；
- (v) 任何決議均不得影響政府樓宇或其任何部分的使用、操作或保養，或供政府樓宇使用的服務及設施；

(vi) 任何在港鐵的合理意見下認為可能影響地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的決議，須受限於港鐵的同意；及

(vii) 任何決議均不得破壞、干擾、阻礙或危害地下鐵路、地下鐵路構築物及裝置、車站或車廠或其任何部分的建造、使用、操作、保養或安全。」

#### 主公契第G章第1(b)(ii)條

「發展項目業主委員會的職能為：

- (ii) 討論與維修及管理屋苑公用地方、屋苑公用服務及設施、住宅發展項目公用地方、住宅發展項目公用服務及設施、綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物相關的事宜並將其意見告知管理人；」

#### 主公契第I章第1(a)條

「受限於該條例的條文，及受限於財政司司長法團作為政府樓宇業主於本主公契、任何副公契或分副公契或單邊契據及批地文件下的權利、地役權及特權，就屋苑中任何已按本主公契訂立副公契的部分(政府樓宇除外)及(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物，管理人有權按本主公契的條文代表所有業主(財政司司長法團作為政府樓宇業主除外)作出任何為管理該土地及屋苑的相關部分(政府樓宇除外)及綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物而必要或適宜的行動及事宜及任何與其合理地相關的事宜，而每一位業主(財政司司長法團作為政府樓宇業主除外)不可撤銷地委任管理人作為有關任何涉及公用地方及公用服務或設施及其於本主公契或任何副公契或分副公契下妥獲授權之所有其他事宜的代理人。」

#### 主公契第I章第2條

「受限於該條例及本主公契的條文，公用地方、公用服務及設施及(按批地文件交還予政府前)綠色範圍、該等構築物、綠色圓點範圍及綠色圓點範圍構築物將由管理人獨自控制。」

#### 主公契第I章第4(b)條

「管理人或(如無管理人)業主立案法團或發展項目業主委員會的主席有權代表該土地的所有業主接受政府就交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分的管有權送達的通知或要求及按批地文件交付綠色範圍、該等構築物、綠色圓點範圍及/或綠色圓點範圍構築物或其任何部分予政府。」

#### 主公契第J章第5(b)(II)條

「即使本主公契有另有規定，車站及車廠的業主須分擔(i)屋苑公用地方及設施管理副預算案的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及(ii)有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積(「已落成的屋苑建築樓面總面積」)的比例。管理人須於屋苑公用地方及設施管理副預算案下準備分副預算案，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算案的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑總建築樓面面積」指經屋苑或相關期數的認可人士核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。」

## 5. 物件

#### 批地文件相關條文：

#### 特別條款第(42)(a)、(b)及(c)條

「(a) 受限於特別條款第(64)(a)(iv)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件(下稱「物件」)使署長在各方面滿意：



- (i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆壁、支柱、橫樑、天花板、天台樓板、行車道或樓板的結構及任何其他結構件；
  - (ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；
  - (iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；及
  - (iv) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。
- (b) 承批人須就所有因其未有保養物件而引致或導致任何性質的責任、賠償、開支、申索、成本、索償、費用、法律行動及程序彌償政府及財政司司長法團，並保證他們獲得彌償。
- (c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

#### 公契相關條文：

##### 主公契中「物件」的定義

「『物件』指(i)政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆壁、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他結構件；(ii)服務政府樓宇和發展項目餘下部分的所有升降機、扶手電梯及樓梯；(iii)構成服務政府樓宇和發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；及(iv)批地文件特別條款第(42)(a)條提述服務政府樓宇和發展項目餘下部分的所有其他公用部分及設施。」

##### 主公契第C章第5條

「共用牆須由該共用牆所分隔的單位的業主共同出資維修及

保養，惟若共用牆的任何部分構成物件的一部分，共用牆的該部分則按本主公契E章第9(b)條由A地盤的單位的業主（政府樓宇業主除外）保養。」

##### 主公契第E章第9(b)條

「A地盤的單位的業主（政府樓宇業主除外）須通過管理人負責保養、管理及維修物件（受限於財政司司長法團按本條第(a)分條作出的任何供款）及須就因其未有如前述保養、管理及維修物件而招致或構成的任何人身或財產損失或損害所招致或有關的所有訴訟、法律程序、申索及索償彌償財政司司長法團及政府。」

##### 主公契第I章第1(b)(xii)條

「在毋損前文的一般性下，管理人擁有以下權利及職責：

(xii)受限於本主公契E章第9(b)條，保養、管理及保持物件至維修充足及良好的狀態。」

## 6. 行人通道

#### 批地文件相關條文：

##### 特別條款第(59)(c)、(d)及(e)條

「(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道，以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋（其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記）。為免生疑問，署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。」

(d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑（連同該等樓梯、斜道、照明及升降機）及行人通道至良好及充足的維修狀態，以使署長滿意。

(e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地開放予公眾使用。」

#### 公契相關條文：

##### 主公契中「屋苑公用地方」的定義

「『屋苑公用地方』指屋苑中提供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道）的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方）。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

##### 副公契中「商業發展項目」、「第三期內屋苑公用地方」及「第三期內行人通道」的定義

「『商業發展項目』指並包括政府批地文件特別條款第(48)(b)條定義的商業樓宇，現已或將會按照經批准圖則在C地盤建造作商業及/或零售用途及相關樓宇，以及公共休憩空間（按政府批地文件特別條款第(43)(a)條定義），包括但不限於第三期噪音緩解措施中的橫向隔音屏障、第三期商業公用地方、部分第三期內行人連接道、其外牆（現於本文所夾附經認可人士核證準確的立面圖上以粉紅色顯示作辨認用途）、供停泊屬於商業樓宇佔用人及彼等真實來賓、訪客及受邀人的汽車及電單車的停車位（根據政府批地文件特別條款第(68)(b)(i)條及(68)(d)(i)(III)條提供）、



指定供商業樓宇使用的貨車上落貨停車位(根據政府批地文件特別條款第(69)(a)(ii)條提供)和相關車道及流通地方、部分第三期內行人通道、商業發展項目內所有地台樓板及天花樓板、所有位於並從屬於商業發展項目的結構柱和所有結構性或非結構性及非承重牆(為免生疑問,包括鄰接第三期內公用地方和公用服務及設施的非結構性與非承重牆,但不包括構成第三期內屋苑公用地方及毗連商業發展項目的地下至三樓之坡道的牆以及任何毗連公用地方和公用服務及設施的牆的裝修物料、灰泥和覆蓋物(朝向公用地方和公用服務及設施者))、平台樓板中商業發展項目與上方第三期其他部分之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、平台樓板中商業發展項目與上方其他期數之間建有單層樓板的部分(包括該處上方的防水膜但不包括平台相關部分的外部裝修物料)、天台和平台範圍(現於本文所夾附經認可人士核證準確的圖則上以粉紅色間黑斜線顯示作辨認用途)、所有入口、升降機、升降機井、大堂、升降機大堂、樓梯、自動扶梯、廁所、走廊、消防捲閘、商業發展項目或其任何部分專用的所有變壓器房及相關設施、服務設施坑道及井、水管、排水渠、管道、電纜、電線及設施,以及所有與該處相關或該處專用的機房、地方及設施、垃圾房、附屬設施和商業發展項目所有裝修物料,但不包括構成以下範圍的部分:車站(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色顯示作辨認用途)、車廠(此等部分於本文所夾附經認可人士核證準確的圖則上以灰色間黑斜線顯示作辨認用途)、第三期住宅發展項目、第三期停車場、第三期內屋苑公用地方、第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方和第三期停車場公用地方。商業發展項目現於本文所夾附經認可人士核證準確的公用地方圖則及立面圖上以綠色虛線及粉紅色、粉紅色加黑點、粉紅色間黑斜線、粉紅色加黑交叉斜線、粉紅色加黑六角形及淺粉紅色顯示作辨認用途(如可以在圖則上顯示);

「『第三期內屋苑公用地方』指位於第三期內擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分,包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱(為免生疑問,包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆)、設施坑道(或當中部分)、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件(但不包括構成車站或車廠一部分者),以及該條例附表1訂明擬供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分(如有),但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公

用地方及第三期停車場公用地方;而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途;」

「『第三期內行人通道』指根據政府批地文件特別條款第(59)(c)條規定在C地盤提供或將提供的有蓋行人通道,現於本文所夾附經認可人士核證準確的圖則上以靛藍色加黑交叉線及粉紅色加黑交叉線顯示作辨認用途;」

#### 主公契第二附表第II部分第2(b)條

「管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的必要工程臨時關閉建於該土地上的任何建築物(不包括政府樓宇)的任何出口,以便將行人通道、地下通道或行人天橋按批地文件特別條款第(12)條連接至建於該土地上的建築物或未來行人天橋相關結構(按批地文件特別條款第(12)(b)條定義)或連接至行人連接道及有蓋行人通道(於批地文件特別條款第(59)(c)條提述)、或按批地文件要求連接至建於該土地以外的其他構築物或建築物。管理人在進行上述工程時必須以書面通知業主其於工程進行期間不可使用該土地及發展項目的有關地方或部分,而業主必須遵守有關通知的要求,惟不得阻礙政府樓宇的出入及不得干擾政府樓宇的正當使用及享用。」

#### 主公契第二附表第II部分第4(c)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權,所有公眾人士有權:

- (c) 於每天的24小時內免費及無阻礙地使用按批地文件特別條款第(59)(c)條提供的有蓋行人通道;及

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

#### 副公契第二附表第II部分第3條

「在毋損主公契第二附表第II部分第3條保留予港鐵之權利的一般規定,港鐵有權事先發出合理書面通知(緊急情況除外)後,攜帶所有必需工具、設備、機器和物料以及單獨或聯同傭工、工人及其他人,於所有合理時間進入C地盤任何部分(港鐵已出售或轉讓的單位除外),以按不時需要在C地盤一處或多處地點或部分提供、建造和維修第三期內行人通道,但施工須盡量避免造成滋擾,如有損壞則須修復。」

## 7. 通道範圍

### 批地文件相關條文:

#### 特別條款第(61)(a)-(f)及(h)條

- (a) 除非事先獲得署長書面同意,除於本協議日期已存有的構築物外,不得在該地段中(i)在此夾附的圖則Ia上以粉紅色加橙點顯示之範圍(除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用)及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍(除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用)內搭建或興建建築物或構築物或任何建築物或構築物的支撐物(該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」)。
- (b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍,包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物,以使通道範圍可作公眾行人通道之用。
- (c) 在此特別條款第(b)分條提述的工程完成後,承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。
- (d) 受限於此特別條款第(b)分條,承批人不得進行任何署長認為可能影響通道範圍的工程(署長之意見為最終並對承批人具約束力)。



- (e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。
- (f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。
- (h) 承批人須於整個在此協定的批租期內的所有時間准許政府及其人員、代理人、承辦商、工人或其他妥獲授權之人士有權帶同或不帶同工具、設備、裝置、機器或車輛進入、離開或再進入該地段或其任何一個或多個部分及在其上已建或將建的任何一幢或多幢建築物，以視察、檢查及監督任何由承批人按此特別條款第(b)及(f)分條下進行的工程及進行、視察、檢查及監督特別條款此特別條款第(g)分條下的工程。」

**公契相關條文：**

主公契中「屋苑公用地方」及「通道範圍」的定義

「『屋苑公用地方』指屋苑中提供多於一期數的業主而非任何一名業主、一群業主或某一期數的業主獨家使用的該等部分，包括但不限於設施坑道、未來行人天橋相關結構（按批地文件特別條款第(12)(b)條定義）、通道範圍、位於該土地以外的該部分行人連接道（僅為管理及保養的目的而包含在此定義中）、按批地文件特別條款第(59)(c)條提供的有蓋行人通道（僅為管理及保養的目的而包含位於該土地以外的該部分有蓋行人通道）的其中部分、護牆、結構牆及柱、建於屋苑及服務多於一期數的建築物的地基及其他結構部分（但不包括構成車站或車廠一部分者）、屋苑公用道路、及位於屋苑內及並非供任何一名業主、一群業主或某一期數的業主獨家使用的所有其他公用地方（但不包括構成住宅發展項目公用地方或就某一期數訂立的副公契或分副公契或單邊契據中劃定或將劃定為某一期數的公用地方的該等地方）。屋苑公用地方於將就任何一期數訂立的任何副公契或分副公契或單邊契據附夾的圖則上更詳細標明。」

「『通道範圍』指批地文件特別條款第(61)(a)條所定義的通道範圍。」

副公契中「第三期內屋苑公用地方」的定義

「『第三期內屋苑公用地方』指位於第三期內提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的屋苑公用地方部分，包括但不限於C地盤範圍內的通道範圍部分、按照政府批地文件特別條款第(58)(a)條提供的業主立案法團辦事處/業主委員會辦事處、第三期內行人通道部分、中空、冷凍機吊機、水管槽、第三期內行人連接道部分、花槽、消防喉轆、行車道、坡道、走廊、樓梯及梯台、護牆、結構牆及柱（為免生疑問，包括附屬於第三期內屋苑公用地方的地下至三樓的坡道及毗連商業發展項目的牆）、設施坑道（或當中部分）、屋苑上建築物服務多於一個期數而位於C地盤的地基及其他結構件（但不包括構成車站或車廠一部分者），以及該條例附表1訂明提供屋苑全體業主共用而非任何個別業主、一組業主或某一期數的業主獨有享用的所有其他公用部分（如有），但不包括第三期內住宅發展項目公用地方、第三期住宅及停車場公用地方、第三期住宅公用地方及第三期停車場公用地方；而第三期內屋苑公用地方在經認可人士核證準確並夾附於本文的圖則上以靛藍色及靛藍色加黑交叉線顯示作辨認用途；」

主公契第二附表第II部分第4(d)條

「受限於批地文件的條文及財政司司長法團作為政府樓宇業主於批地文件、本主公契及任何副公契或分副公契或單邊契據下的權利、地役權及特權，所有公眾人士有權：

- (d) 於所有時間自由及免付任何性質的費用徒步或乘坐輪椅經過及再經過通道範圍作所有合法用途

惟公眾人士行使前述權利時不能影響或損害於批地文件、本主公契及任何副公契或分副公契或單邊契據底下保留予財政司司長法團作為政府樓宇業主的權利、地役權及特權。」

**C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地**

不適用。

**D. 期數所位於的土地中為施行《建築物（規劃）規例》（第123章，附屬法例F）第22(1)條而撥供公眾用途的部分**

不適用。

就上述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）使用該等設施或休憩用地，或土地中的該等部分。

就上述B或C部分所述的任何該等設施及休憩用地，該等設施或休憩用地按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

備註：

1. 在本章節中，所有對「特別條款」的提述均為對批地文件的特別條款的提述，而「主公契」及「副公契」則分別指發展項目的主公契及管理協議及期數的副公契及管理協議的最新擬稿。
2. 根據一封由地政總署鐵路發展組於2020年10月21日發出並已於土地註冊處以文件摘要編號20113001010307註冊的信件（「該信件」），批地文件內規定完成發展、平整、建造或提供（視屬何種情況而定）以下範圍及設施之日期將被更改如下：

特別條款	描述	於以下日期或之前完成
(12)(b)	建造連接未來行人天橋的結構性支撐物及接駁位	2027年3月23日
(13)(a)	平整綠色範圍	2027年6月10日
(17)(a)	平整綠色圓點範圍	2027年3月23日
(29)(a)	提供政府樓宇	2024年12月11日
(43)(a)	提供公共休憩空間	2027年3月23日
(59)(c)	提供行人通道	2027年3月23日

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

**1. Footbridge Associated Structures and Future Footbridge Associated Structures**

**Relevant provisions of the land grant:**

Special Condition No.(12)(a), (b), (e), (f) and (g)

“(a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as “the Footbridge Associated Structures”) for linking the lot to the existing footbridge as shown and marked “EW” on Plan Ia annexed hereto (hereinafter referred to as “the Existing Footbridge”) with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.

(b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as “the Future Footbridge Associated Structures”) with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked

on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

(i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as “the Connections”) and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and

(ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Estate Common Areas” and “Station” in PDMC

““Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

““Station” means (i) the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant) constructed on or within the Wong Chuk Hang Station Site (as



defined in Special Condition No.(1)(h) of the Government Grant) of the Land comprising a railway station and ancillary railway structures, facilities and roads, (ii) the spaces provided or to be provided within the Wong Chuk Hang Station Site for the parking, manoeuvring, loading and unloading of motor vehicles for the operational needs of the Wong Chuk Hang Station as referred to in Special Condition No.(70) of the Government Grant and (iii) the Footbridge Associated Structures (as defined in Special Condition No.(12)(a) of the Government Grant); for the avoidance of doubt, the following shall not form part of the Station: all utilities, services, trenches, pits and facilities which serve the Depot or the Estate or any part thereof, and all finishes of the Depot and the Estate;”

#### Definition of “Estate Common Areas in Phase 3” in SDMC

““Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58) (a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

#### Clause 8(c) of Section E of PDMC

“MTR as Owner of the Station and the Depot shall be responsible to provide and keep at its own expenses and in all respects to the satisfaction of the Director the public pedestrian access as required under Special Condition No.(12)(g) of the Government Grant open for use by the public free of charge and without any interruption during the operational hours of the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant).”

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

“The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59) (c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.”

#### Clause 4(a) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (a) to use the public pedestrian access provided by MTR under Special Condition No.(12)(g) of the Government Grant during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) of the Government Grant;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

## **2. Green Area and Structures**

### **Relevant provisions of the land grant:**

#### Special Condition No.(13)(a)

“(a) The Grantee shall:

- (i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
  - (I) lay and form those portions of future public roads shown coloured green on Plan Ia annexed hereto (hereinafter referred to as “the Green Area”); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such

gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant, constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area shall have been re-delivered in accordance with Special Condition No. (14) hereof.”

Special Condition No.(14)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (13) hereof or otherwise.”

Special Condition No.(15)

“The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) hereof.”

Special Condition No.(16)

“The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising

any works to be carried out in compliance with Special Condition No. (13)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(b) hereof and any other works which the Director may consider necessary in the Green Area.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Green Area” and “Structures” in PDMC

“ “Green Area” means those portions of public roads laid and formed and future public roads to be laid and formed by MTR at the area shown coloured green on Plan Ia annexed to the Government Grant pursuant to Special Condition No.(13)(a)(i)(I) of the Government Grant;”

“ “Structures” means the Structures as defined in Special Condition No.(13)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a

meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”



Clause 1(b)(ii) of Section G of PDMC

“The function of the Development Owners’ Committee shall be to:

- (ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”

Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

“Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being (“the Construction GFA of the Completed Estate”). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m<sup>2</sup> and the “Construction GFA of the Completed Estate” shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.”

**3. Stippled Green Area and Stippled Green Area Structures**

**Relevant provisions of the land grant:**

Special Condition No.(17)(a)

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground, level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as “the Stippled Green Area”). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Stippled Green Area Structures”)

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

- (ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof.”

Special Condition No.(18)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area allow free access over and along the Stippled Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (17) hereof or otherwise.”

Special Condition No.(19)

“The Grantee shall not without the prior written consent of the Director use the Stippled Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17) hereof.”

Special Condition No.(20)

“The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Stippled Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (17)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (17)(b) hereof and any other works which the Director may consider necessary in the Stippled Green Area.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Stippled Green Area” and “Stippled Green Area Structures” in PDMC

“ “Stippled Green Area” means those portions of public roads laid and formed and future public roads to be laid and formed by MTR in the air stratum shown coloured stippled green on Plan Ia annexed to the Government Grant between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels pursuant to in Special Condition No.(17)(a)(i)(I) of the Government Grant;”

“ “Stippled Green Area Structures” means the Stippled Green Area Structures as defined in Special Condition No.(17)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”

Clause 1(b)(ii) of Section G of PDMC



“The function of the Development Owners’ Committee shall be to:

- (ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”

Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

“Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor areas of all those parts of the Estate which have been completed for the time being (“the Construction GFA of the Completed Estate”). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m<sup>2</sup> and the “Construction GFA of the Completed Estate” shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.”

**4. Government Accommodation**

**Relevant provisions of the land grant:**

Special Condition No.(29)(a) and (b)

“(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 Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (30)(a) hereof, the following accommodation:

- (i) One hostel for moderately mentally handicapped persons with a net operational floor area of 557 square metres (hereinafter referred to as “the Hostel”) to be completed and made fit for occupation and operation within 84 months from the date of this Agreement; and
- (ii) One integrated vocational rehabilitation services centre with a net operational floor area of 653 square metres (hereinafter referred to as “the Rehabilitation Services Centre”) to be completed and made fit for occupation and operation within 84 months from the date of this Agreement;

(which accommodation 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”).

- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.”

Special Condition No.(36)(a)

“The Grantee shall when called upon so to do by the Director assign to F.S.I. (which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition or part thereof

together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or part thereof and the Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (35) hereof within such time or times as may be specified in writing by the Director.”

Special Condition No.(38)

“The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (36) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (35) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.”

**Relevant provisions of the deed of mutual covenant:**

Definition of “Government Accommodation” in PDMC

“ “Government Accommodation” means collectively the Hostel and the Rehabilitation Services Centre as respectively defined in Special Conditions No.(29)(a)(i) and (29)(a)(ii) of the Government Grant each together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine constructed and to be constructed on the Land as part of the Development pursuant to Special Condition No.(29) of the Government Grant;”

Clause 9(a) of Section E of PDMC

“FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not any other part of the Development nor any part of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures. FSI as the Owner of the Government Accommodation shall in accordance with Special Condition No.(64)(a)(iv)(I)(2) of the Government Grant be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants,

contractors, agents or visitors PROVIDED HOWEVER THAT the liability of FSI shall be as determined by the GPA or the person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the Gross Floor Area of the Government Accommodation bears to the Gross Floor Area of all the buildings erected or to be erected on the Land (for those management and maintenance charges in respect of the Land) or all the buildings erected or to be erected on Site A (for those management and maintenance charges in respect of Site A exclusively) and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier and PROVIDED FURTHER THAT FSI as the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the GPA or person nominated by the Director for this purpose. FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether Common Areas or otherwise) or any part of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or for the provision of facilities or services which do not, in the opinion of the GPA or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation. FSI as the Owner of the Government Accommodation shall not be liable to make any contribution towards the Management Charges.”

Clause 9(a)(v) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;”

Clause 1(e) of Section G of PDMC

“No resolution of the Development Owners’ Committee or any Owners’ Sub Committee of a Phase shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong

courts nor adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.”

Clause 12 of Section G of PDMC

“The Development Owners’ Committee shall invite to all of its meetings the person nominated from time to time by FSI as Owner of the Government Accommodation as its representative and provide such person free of charge with agendas, notices and minutes of the said meetings in the manner set out in Clause 3(a) of Section L of this Deed. FSI as Owner of the Government Accommodation shall notify the Development Owners’ Committee in writing of its representative from time to time. The representative of FSI as Owner of the Government Accommodation attending any meeting of the Development Owners’ Committee shall be entitled to make his views known to the Committee on any subject for discussion but shall have no vote.”

Proviso to Clause 1 of Section J of PDMC

“PROVIDED THAT subject to Clause 5(b)(II) of this Section and Clause 9(a) of Section E of this Deed, MTR in its capacity as Owner of the Station and the Depot (but not otherwise) and the Owner of the Government Accommodation shall not be required to contribute to the Management Charges or any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate, and PROVIDED FURTHER THAT the Owner of the Government Accommodation shall not be required to contribute to the Special Fund or deposits respectively referred to in Clauses 2 and 9 of this Section nor any insurance premia, debris removal fees, interest, penalty charges or payment of a like nature.”

Clause 8 of Section K of PDMC

“The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) shall not adversely affect or interfere with the use, operation and enjoyment of nor prevent, impede or restrict the access to the Government Accommodation or any part thereof.”

Clause 2 of Part I of the Second Schedule to PDMC

“(a) Notwithstanding any provisions contained in this Deed or any



Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation or any part thereof shall have the benefit of the following rights privileges and easements :-

- (i) the right of shelter, support and protection for the Government Accommodation;
- (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourse, cables, pipes, wires and other conducting media now or during the Term laid on or running through any part of the Land and any part of the Development;
- (iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (the "Government Accommodation Services") at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development on the Land other than the Government Accommodation;
- (iv) the right to go pass and repass over and along and to use any common parts of the Land or any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development;
- (v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement

works and other works to the Government Accommodation Services or any part thereof;

- (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
  - (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
  - (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
  - (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED THAT proper and adequate care and precautions shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation; and
  - (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.
- (b) The right of the Government or FSI to alter or vary at any time the use of the Government Accommodation or any part or parts thereof without having to obtain the approval or consent of MTR, the other Owners or the Manager.

- (c) The exercise of the rights privileges and easements referred to in Paragraphs 2(a) to (b) above shall not be subject to any permission, approval or consent of MTR, the other Owners or the Manager."

## 5. Public Open Space

### Relevant provisions of the land grant:

#### Special Condition No.(43)(a)-(c)

- "(a) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot an at-grade public open space of not less than 1,300 square metres (hereinafter referred to as "the Public Open Space"). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.
- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director. For the purposes of this Special Condition, the expression "Grantee" shall mean the owner of the Commercial Accommodation (as defined in Special Condition No. (48)(b) hereof).
- (c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:
  - (i) keep the Public Open Space open 24 hours a day for the use and enjoyment by all members of the public at all times free of charge without any interruption; and
  - (ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Public Open Space is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director."

**Relevant provisions of the deed of mutual covenant:**

Definition of “Commercial Development” in PDMC

““Commercial Development” means the Commercial Accommodation as defined in Special Condition No.(48)(b) of the Government Grant constructed or to be constructed within Site C in accordance with Approved Plans for commercial and/or retail use and accommodation ancillary thereto, and for the avoidance of doubt, includes the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant, the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Development and their bona fide guests, visitors and invitees, the spaces for loading and unloading of goods vehicles designated for use by the Commercial Development and the associated driveways and circulation areas, all structural columns within and appertaining to the Commercial Development and as more particularly described in the Sub-Deed of Mutual Covenant or the Sub-Sub-Deed of Mutual Covenant to be executed in respect of Site C;”

Clause 4(b) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (b) to use and enjoy the Public Open Space provided under Special Condition No.(43)(a) of the Government Grant 24 hours a day free of charge without any interruption;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

Definition of “Commercial Development” in SDMC

“ “Commercial Development” means and includes the Commercial

Accommodation as defined in Special Condition No.(48)(b) of the Government Grant constructed or to be constructed within Site C in accordance with Approved Plans for commercial and/or retail use and accommodation ancillary thereto, and the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), including but not limited to the horizontal noise barrier of the Phase 3 Noise Mitigation Measures, the Phase 3 Commercial Common Areas, parts of the Pedestrian Link in Phase 3, the external walls thereof (which for identification purpose only as shown and coloured Pink on the elevation plans certified as to their accuracy by the Authorized Person and annexed hereto), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors and invitees (which spaces are provided under Special Condition Nos.(68)(b)(i) and (68)(d)(i)(III) of the Government Grant), the spaces for loading and unloading of goods vehicles designated for use by the Commercial Accommodation (which spaces are provided pursuant to Special Condition No.(69)(a)(ii) of the Government Grant) and the associated driveways and circulation areas, parts of the Pedestrian Walkway in Phase 3, all the floor and ceiling slabs within the Commercial Development, all structural columns and all structural or non-structural and non-load bearing walls within and appertaining to the Commercial Development (which, for the avoidance of doubt, include such non-structural and non-load bearing walls abutting on the Common Areas and the Common Services and Facilities in Phase 3 but exclude the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development and the finishes, plaster and covering (which face the Common Areas and the Common Services and Facilities) of any walls abutting on the Common Areas and the Common Services and Facilities), those parts of the podium roof slab with single slab between the Commercial Development and such other parts of Phase 3 above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), those parts of the podium roof slab with single slab between the Commercial Development and other Phase(s) above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), roof and flat roof areas (which are for identification purpose only shown coloured Pink Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), all entrances, lifts, lift shafts, lobbies, lift lobbies, staircases, escalators, lavatories, corridors, fire shutters, all transformer rooms and associated facilities, utilities services trenches and pits, pipes, drains, ducts, cables, wirings and facilities which exclusively serve the Commercial Development or any part thereof, all plant rooms, areas and facilities relating thereto or exclusively serving the same, refuse chamber, ancillary facilities as well as all the finishes of the Commercial Development but excluding those areas forming parts of the Station (which parts are for identification purpose only shown coloured Grey on the plans certified as to their accuracy by the Authorized Person and annexed hereto),

Depot (which parts are for identification purpose only shown coloured Grey Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Phase 3 Residential Development, Phase 3 Car Park, Estate Common Areas in Phase 3, Residential Development Common Areas in Phase 3, Phase 3 Residential and Car Park Common Areas, Phase 3 Residential Common Areas and Phase 3 Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) by Green Dotted Lines and coloured Pink, Pink Stippled Black, Pink Hatched Black, Pink Cross-hatched Black, Pink Hexagon Black and Light Pink on the common areas plans and elevation plans certified as to their accuracy by the Authorized Person and annexed hereto;”

Clause 12 of Section D of SDMC

- “(a) The Owner of the Commercial Accommodation (as defined in Special Condition No.(48)(b) of the Government Grant) shall throughout the Term at his own expense upkeep, maintain, repair and manage the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant and which is for identification purpose only shown coloured Pink Hexagon Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto) together with everything thereon in all respects to the satisfaction of the Director in compliance with Special Condition No.(43)(b) of the Government Grant.
- (b) The Owner of the Commercial Accommodation (as defined in Special Condition No.(48)(b) of the Government Grant) shall upon completion of construction of the Public Open Space throughout the Term:
- (i) keep the Public Open Space open 24 hours a day for the use and enjoyment by all members of the public at all times free of charge without any interruption in compliance with Special Condition No.(43)(c)(i) of the Government Grant; and
- (ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Public Open Space is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director in compliance with Special Condition No.(43)(c)(ii) of the Government Grant.”



## 6. Pedestrian Walkway

### Relevant provisions of the land grant:

#### Special Condition No.(59) (c), (d) and (e)

“(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

- (d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.
- (e) The Grantee shall throughout the term hereby agreed to be granted keep the covered pedestrian walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.”

### Relevant provisions of the deed of mutual covenant:

#### Definition of “Estate Common Areas” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are

intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

#### Definitions of “Commercial Development”, “Estate Common Areas in Phase 3” and “Pedestrian Walkway in Phase 3” in SDMC

“ “Commercial Development” means and includes the Commercial Accommodation as defined in Special Condition No.(48)(b) of the Government Grant constructed or to be constructed within Site C in accordance with Approved Plans for commercial and/or retail use and accommodation ancillary thereto, and the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), including but not limited to the horizontal noise barrier of the Phase 3 Noise Mitigation Measures, the Phase 3 Commercial Common Areas, parts of the Pedestrian Link in Phase 3, the external walls thereof (which for identification purpose only as shown and coloured Pink on the elevation plans certified as to their accuracy by the Authorized Person and annexed hereto), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors and invitees (which spaces are provided under Special Condition Nos.(68)(b)(i) and (68)(d)(i)(III) of the Government Grant), the spaces for loading and unloading of goods vehicles designated for use by the Commercial Accommodation (which spaces are provided pursuant to Special Condition No.(69)(a)(ii) of the Government Grant) and the associated driveways and circulation areas, parts of the Pedestrian Walkway in Phase 3, all the floor and ceiling slabs within the Commercial

Development, all structural columns and all structural or non-structural and non-load bearing walls within and appertaining to the Commercial Development (which, for the avoidance of doubt, include such non-structural and non-load bearing walls abutting on the Common Areas and the Common Services and Facilities in Phase 3 but exclude the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development and the finishes, plaster and covering (which face the Common Areas and the Common Services and Facilities) of any walls abutting on the Common Areas and the Common Services and Facilities), those parts of the podium roof slab with single slab between the Commercial Development and such other parts of Phase 3 above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), those parts of the podium roof slab with single slab between the Commercial Development and other Phase(s) above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), roof and flat roof areas (which are for identification purpose only shown coloured Pink Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), all entrances, lifts, lift shafts, lobbies, lift lobbies, staircases, escalators, lavatories, corridors, fire shutters, all transformer rooms and associated facilities, utilities services trenches and pits, pipes, drains, ducts, cables, wirings and facilities which exclusively serve the Commercial Development or any part thereof, all plant rooms, areas and facilities relating thereto or exclusively serving the same, refuse chamber, ancillary facilities as well as all the finishes of the Commercial Development but excluding those areas forming parts of the Station (which parts are for identification purpose only shown coloured Grey on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Depot (which parts are for identification purpose only shown coloured Grey Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Phase 3 Residential Development, Phase 3 Car Park, Estate Common Areas in Phase 3, Residential Development Common Areas in Phase 3, Phase 3 Residential and Car Park Common Areas, Phase 3 Residential Common Areas and Phase 3 Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) by Green Dotted Lines and coloured Pink, Pink Stippled Black, Pink Hatched Black, Pink Cross-hatched Black, Pink Hexagon Black and Light Pink on the common areas plans and elevation plans certified as to their accuracy by the Authorized Person and annexed hereto;”

“ “Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant

to Special Condition No.(58)(a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

“ “Pedestrian Walkway in Phase 3” means those parts of the covered pedestrian walkway provided or to be provided in Site C pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Pink Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

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

“The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the

proper use and enjoyment of the Government Accommodation shall not be affected.”

#### Clause 4(c) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

#### Clause 3 of Part II of the Second Schedule to SDMC

“ Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed, the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site C (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 3 at such point or points or part or parts of Site C as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby.”

## 7. Passage Area

### **Relevant provisions of the land grant:**

#### Special Condition No.(61)(a)-(f) and (h)

- “(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space, extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as “the Passage Area”).
- (b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.
- (c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.
- (d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.
- (e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.



- (h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Estate Common Areas” and “Passage Area” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

“ “Passage Area” means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant;”

Definition of “Estate Common Areas in Phase 3” in SDMC

“ “Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58)(a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

Clause 4(d) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

**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. Existing utilities and railway related structures within the First Reserved Area**

**Relevant provisions of the land grant:**

Special Condition No.(11)(a) and (b)

- “(a) It is hereby acknowledged that the Grantee has erected existing utilities and railway related structures within the First Reserved Area and shall maintain, repair and replace the existing utilities and railway related structures at his own expense and in all respects to the satisfaction of the Director.
- (b) Upon expiry of the term hereby agreed to be granted and upon request by the Director, the Grantee shall at his own expense and within such time to be specified by the Director in writing demolish and remove all the existing utilities and railway related structures specified in sub-clause (a) of this Special Condition.”

**Relevant provisions of the deed of mutual covenant:**

Clause 8(b) of Section E of PDMC

“MTR as Owner of the Station and the Depot shall be responsible at its own costs and expenses to maintain, repair and replace the existing utilities and railway related structures within the First Reserved Area (as defined in Special Condition No.(10)(a) of the Government Grant) in all respects to the satisfaction of the Director in accordance with Special Condition No.(11)(a) of the Government Grant.”

**2. Footbridge Associated Structures and Future Footbridge Associated Structures**

**Relevant provisions of the land grant:**

Special Condition No.(12)(a), (b), (e), (f) and (g)

- “(a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as “the Footbridge Associated Structures”) for linking the lot to the existing footbridge as shown and marked “EW” on Plan Ia annexed hereto (hereinafter referred to as “the Existing Footbridge”) with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.
- (b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as “the Future Footbridge Associated Structures”) with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.
- (e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to

enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

- (i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as “the Connections”) and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and
- (ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.
- (g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Estate Common Areas” and “Station” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

“ “Station” means (i) the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant) constructed on or within the Wong Chuk Hang Station Site (as defined in Special Condition No.(1)(h) of the Government Grant) of the Land comprising a railway station and ancillary railway structures, facilities and roads, (ii) the spaces provided or to be provided within the Wong Chuk Hang Station Site for the parking, manoeuvring, loading and unloading of motor vehicles for the operational needs of the Wong Chuk Hang Station as referred to in Special Condition No.(70) of the Government Grant and (iii) the Footbridge Associated Structures (as defined in Special Condition No.(12)(a) of the Government Grant); for the avoidance of doubt, the following shall not form part of the Station: all utilities, services, trenches, pits and facilities which serve the Depot or the Estate or any part thereof, and all finishes of the Depot and the Estate;”



Definition of “Estate Common Areas in Phase 3” in SDMC

“ “Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58) (a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

Clause 8(c) of Section E of PDMC

“MTR as Owner of the Station and the Depot shall be responsible to provide and keep at its own expenses and in all respects to the satisfaction of the Director the public pedestrian access as required under Special Condition No.(12)(g) of the Government Grant open for use by the public free of charge and without any interruption during the operational hours of the Wong Chuk Hang Station (as defined in Special Condition No.(46)(a) of the Government Grant).”

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

“The rights for the Manager with or without surveyors workmen

and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59) (c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.”

Clause 4(a) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (a) to use the public pedestrian access provided by MTR under Special Condition No.(12)(g) of the Government Grant during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) of the Government Grant;

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

**3. Green Area and Structures**

**Relevant provisions of the land grant:**

Special Condition No.(13)(a)

“(a) The Grantee shall:

- (i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads shown coloured green on Plan Ia annexed hereto (hereinafter referred to as “the Green Area”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant, constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area shall have been re-delivered in accordance with Special Condition No. (14) hereof.”

Special Condition No.(14)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (13) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (13) hereof or otherwise.”

Special Condition No.(15)

“The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) hereof.”

Special Condition No.(16)

“The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (13)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(b) hereof and any other works which the Director may consider necessary in the Green Area.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Green Area” and “Structures” in PDMC

“ “Green Area” means those portions of public roads laid and formed and future public roads to be laid and formed by MTR at the area shown coloured green on Plan Ia annexed to the Government Grant

pursuant to Special Condition No.(13)(a)(i)(I) of the Government Grant;”

“ “Structures” means the Structures as defined in Special Condition No.(13)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

(i) the notice convening the meeting shall have been duly given and

shall have specified the intention to propose a resolution concerning such matter;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;

(iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;

(v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;

(vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and

(vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”

Clause 1(b)(ii) of Section G of PDMC

“The function of the Development Owners’ Committee shall be to:

(ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”



Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

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

Clause 5(b)(II) of Section J of PDMC

“Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being (“the Construction GFA of the Completed Estate”). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m<sup>2</sup> and the “Construction GFA of the Completed Estate” shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.”

**4. Stippled Green Area and Stippled Green Area Structures**

**Relevant provisions of the land grant:**

Special Condition No.(17)(a)

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due

Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads in the air stratum shown coloured stippled green on Plan la annexed hereto between the level of 2 metres below the ground, level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as “the Stippled Green Area”). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Stippled Green Area Structures”)

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

- (ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture and road markings and plant as the Director may require; and
- (iii) maintain at his own expense the Stippled Green Area together with the Stippled Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof.”

Special Condition No.(18)

“For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area allow free access over and along the Stippled Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (17) hereof or otherwise.”

Special Condition No.(19)

“The Grantee shall not without the prior written consent of the Director use the Stippled Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (17) hereof.”

Special Condition No.(20)

“The Grantee shall at all reasonable times while he is in possession of the Stippled Green Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Stippled Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (17)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (17)(b) hereof and any other works which the Director may consider necessary in the Stippled Green Area.”

**Relevant provisions of the deed of mutual covenant:**

Definitions of “Stippled Green Area” and “Stippled Green Area Structures” in PDMC

““Stippled Green Area” means those portions of public roads laid and

formed and future public roads to be laid and formed by MTR in the air stratum shown coloured stippled green on Plan Ia annexed to the Government Grant between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels pursuant to in Special Condition No.(17)(a)(i)(I) of the Government Grant;”

“ “Stippled Green Area Structures” means the Stippled Green Area Structures as defined in Special Condition No.(17)(a)(i)(II) of the Government Grant;”

Clause 1(b) of Section E of PDMC

“For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be carried out and the construction costs therefor shall be borne by MTR as the original grantee of the Land under the Government Grant, and upon the completion of the construction of the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or any part thereof by MTR to the satisfaction of the Director, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures or such completed part thereof shall be managed and controlled by the Manager in accordance with this Deed until re-delivery to the Government.”

Clause 1 of Section F of PDMC

“Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate and/or (prior to re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.”

Clause 9(a) of Section F of PDMC

“Any resolution on any matter concerning the Estate and/or the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the

Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof, shall be subject to the agreement of MTR; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.”

Clause 1(b)(ii) of Section G of PDMC

“The function of the Development Owners’ Committee shall be to:

- (ii) discuss issues relating to the maintenance and management of the Estate Common Areas, Estate Common Services and Facilities, Residential Development Common Areas, Residential Development



Common Services and Facilities, the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and to make known to the Manager its views;”

Clause 1(a) of Section I of PDMC

“Subject to the provisions of the Ordinance, subject to the rights, easements and privileges of FSI as Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and subject to as provided in this Deed, the Manager shall in respect of any part of the Estate in respect of which a Sub-Deed of Mutual Covenant has been entered into pursuant to this Deed (save and except the Government Accommodation) and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (save and except the Government Accommodation) and the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.”

Clause 2 of Section I of PDMC

“Subject to the Ordinance and the provisions of this Deed, the Common Areas, the Common Services and Facilities and (before re-delivery to the Government pursuant to the Government Grant) the Green Area, the Structures, the Stippled Green Area and the Stippled Green Area Structures shall be under the exclusive control of the Manager.”

Clause 4(b) of Section I of PDMC

“The Manager, or in the absence of the Manager, the Owners’ Corporation or the Chairman of the Development Owners’ Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Green Area, the Structures, the Stippled Green Area and/or the Stippled Green Area

Structures or any part thereof and deliver the Green Area, the Structures, the Stippled Green Area and/or the Stippled Green Area Structures or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.”

Clause 5(b)(II) of Section J of PDMC

“Notwithstanding anything contained in this Deed to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being (“the Construction GFA of the Completed Estate”). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the purpose of this sub-clause, the construction gross floor area of the Station and the Depot is 53,726 m<sup>2</sup> and the “Construction GFA of the Completed Estate” shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.”

**5. Items**

**Relevant provisions of the land grant:**

Special Condition No.(42)(a), (b) and (c)

“(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (64)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”):

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
  - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
  - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
  - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

**Relevant provisions of the deed of mutual covenant:**

Definition of “Items” in PDMC

“ “Items” means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural

elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Development as referred to in Special Condition No.(42)(a) of the Government Grant;”

#### Clause 5 of Section C of PDMC

“A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates PROVIDED THAT if any part of the Party Wall shall form part of the Items, such part of the Party Wall shall be maintained by the Owners of the Units in Site A (save and except the Owner of the Government Accommodation) in accordance with Clause 9(b) of Section E of this Deed.”

#### Clause 9(b) of Section E of PDMC

“The Owners of Units in Site A (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items subject to any contribution by FSI under sub-clause (a) of this Clause and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.”

#### Clause 1(b)(xii) of Section I of PDMC

“Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:

(xii) Subject to Clause 9(b) of Section E of this Deed, to maintain, manage and keep in good repair and condition the Items.”

## 6. Pedestrian Walkway

### **Relevant provisions of the land grant:**

#### Special Condition No.(59) (c), (d) and (e)

“(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the covered pedestrian walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.”

### **Relevant provisions of the deed of mutual covenant:**

#### Definition of “Estate Common Areas” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition

solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

#### Definitions of “Commercial Development”, “Estate Common Areas in Phase 3” and “Pedestrian Walkway in Phase 3” in SDMC

“ “Commercial Development” means and includes the Commercial Accommodation as defined in Special Condition No.(48)(b) of the Government Grant constructed or to be constructed within Site C in accordance with Approved Plans for commercial and/or retail use and accommodation ancillary thereto, and the Public Open Space (as defined in Special Condition No.(43)(a) of the Government Grant), including but not limited to the horizontal noise barrier of the Phase 3 Noise Mitigation Measures, the Phase 3 Commercial Common Areas, parts of the Pedestrian Link in Phase 3, the external walls thereof (which for identification purpose only as shown and coloured Pink on the elevation plans certified as to their accuracy by the Authorized Person and annexed hereto), the spaces for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors and invitees (which spaces are provided under Special Condition Nos.(68)(b)(i) and (68)(d)(i)(III) of the Government Grant), the spaces for loading and unloading of goods vehicles designated for use by the Commercial Accommodation (which spaces are provided pursuant to Special Condition No.(69)(a)(ii) of the Government Grant) and the associated driveways and circulation areas, parts of the Pedestrian Walkway in Phase 3, all the floor and ceiling slabs within the Commercial Development, all structural columns and all structural or non-structural and non-load bearing walls within and appertaining to the Commercial Development (which, for the avoidance of doubt, include such non-structural and non-load bearing walls abutting on the Common Areas and the Common Services and Facilities in Phase 3 but exclude the walls of such ramps from the Ground Floor to Third Floor forming part



of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development and the finishes, plaster and covering (which face the Common Areas and the Common Services and Facilities) of any walls abutting on the Common Areas and the Common Services and Facilities), those parts of the podium roof slab with single slab between the Commercial Development and such other parts of Phase 3 above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), those parts of the podium roof slab with single slab between the Commercial Development and other Phase(s) above (including the water-proofing membrane immediately thereabove but excluding the external finishes of the relevant parts of the podium roof), roof and flat roof areas (which are for identification purpose only shown coloured Pink Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), all entrances, lifts, lift shafts, lobbies, lift lobbies, staircases, escalators, lavatories, corridors, fire shutters, all transformer rooms and associated facilities, utilities services trenches and pits, pipes, drains, ducts, cables, wirings and facilities which exclusively serve the Commercial Development or any part thereof, all plant rooms, areas and facilities relating thereto or exclusively serving the same, refuse chamber, ancillary facilities as well as all the finishes of the Commercial Development but excluding those areas forming parts of the Station (which parts are for identification purpose only shown coloured Grey on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Depot (which parts are for identification purpose only shown coloured Grey Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), Phase 3 Residential Development, Phase 3 Car Park, Estate Common Areas in Phase 3, Residential Development Common Areas in Phase 3, Phase 3 Residential and Car Park Common Areas, Phase 3 Residential Common Areas and Phase 3 Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) by Green Dotted Lines and coloured Pink, Pink Stippled Black, Pink Hatched Black, Pink Cross-hatched Black, Pink Hexagon Black and Light Pink on the common areas plans and elevation plans certified as to their accuracy by the Authorized Person and annexed hereto;”

“ “Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58)(a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part

of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

“ “Pedestrian Walkway in Phase 3” means those parts of the covered pedestrian walkway provided or to be provided in Site C pursuant to Special Condition No.(59)(c) of the Government Grant, which are for the purpose of identification as shown coloured Indigo Cross-hatched Black and Pink Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

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

“The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings (excluding the Government Accommodation) erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings erected on the Land or the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant) pursuant to the provisions of Special Condition No.(12) of the Government Grant or the Pedestrian Link and the covered pedestrian walkway (as referred to in Special Condition No.(59)(c) of the Government Grant) or such other structures or buildings outside the Land as may be required under the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.”

#### Clause 4(c) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

(c) to use the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant 24 hours a day free of charge without any interruption; and

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”

#### Clause 3 of Part II of the Second Schedule to SDMC

“Without prejudice to the generality of the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the Principal Deed, the right for MTR with all necessary tools, equipment, plant and materials with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon any part or parts of Site C (other than the Units sold or assigned by MTR) for the purpose of providing, constructing and maintaining the Pedestrian Walkway in Phase 3 at such point or points or part or parts of Site C as it may require from time to time causing as little disturbance as possible and making good any damage caused thereby.”

## **7. Passage Area**

### **Relevant provisions of the land grant:**

#### Special Condition No.(61)(a)-(f) and (h)

“(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space, extending upwards from the ground level or levels thereof to a

height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as “the Passage Area”).

- (b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.
- (c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.
- (d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.
- (e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director.
- (h) The Grantee shall throughout the term hereby agreed to be granted at all times permit the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plants, machinery or motor vehicles, the right of

ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out by the Grantee under sub-clauses (b) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition.”

#### **Relevant provisions of the deed of mutual covenant:**

##### Definitions of “Estate Common Areas” and “Passage Area” in PDMC

“ “Estate Common Areas” means those parts of the Estate which are intended for use by Owners of more than one Phase and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, the Utility Trenches, the Future Footbridge Associated Structures (as defined in Special Condition No.(12)(b) of the Government Grant), the Passage Area, such part of the Pedestrian Link located outside the Land (which are included in this definition solely for management and maintenance purposes), part of the covered pedestrian walkway provided under Special Condition No.(59)(c) of the Government Grant (which solely for management and maintenance purposes, including those part of the covered pedestrian walkway located outside the Land), parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase (but excluding those forming part of the Station or the Depot), common estate roads, and all other communal areas within the Estate not used for the sole benefit of any Owner, group of Owners or Owners of a particular Phase (but excluding those areas forming parts of the Residential Development Common Areas or the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase;”

“ “Passage Area” means the Passage Area as defined in Special Condition No.(61)(a) of the Government Grant;”

##### Definition of “Estate Common Areas in Phase 3” in SDMC

“ “Estate Common Areas in Phase 3” means those parts of the Estate Common Areas situated within Phase 3 which are intended for use by

Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to those parts of the Passage Area which are situated within Site C, the owners’ corporation office/owners’ committee office provided pursuant to Special Condition No.(58)(a) of the Government Grant, parts of the Pedestrian Walkway in Phase 3, void, chiller plant hoisting, pipe duct, parts of the Pedestrian Link in Phase 3, planters, hose reels, driveways, ramps, corridors, staircases and landings, parapet walls, structural walls and columns (which, for the avoidance of doubt, include the walls of such ramps from the Ground Floor to Third Floor forming part of the Estate Common Areas in Phase 3 and adjoining to the Commercial Development), Utility Trenches (or parts thereof), the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site C (but excluding those forming part of the Station or the Depot) and all other common parts specified in Schedule 1 to the Ordinance (if any) which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase but excluding the Residential Development Common Areas in Phase 3, the Phase 3 Residential and Car Park Common Areas, the Phase 3 Residential Common Areas and the Phase 3 Car Park Common Areas; and the Estate Common Areas in Phase 3 are for the purpose of identification shown coloured Indigo and Indigo Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;”

##### Clause 4(d) of Part II of the Second Schedule to PDMC

“Subject to the terms of the Government Grant and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, the rights for all members of the public

- (d) to pass and repass on foot or by wheelchair over the Passage Area at all times and for all lawful purposes freely and without payment of any nature whatsoever

PROVIDED THAT the exercise of such rights by the members of the public shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll.”



**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**

Not applicable

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

Not applicable

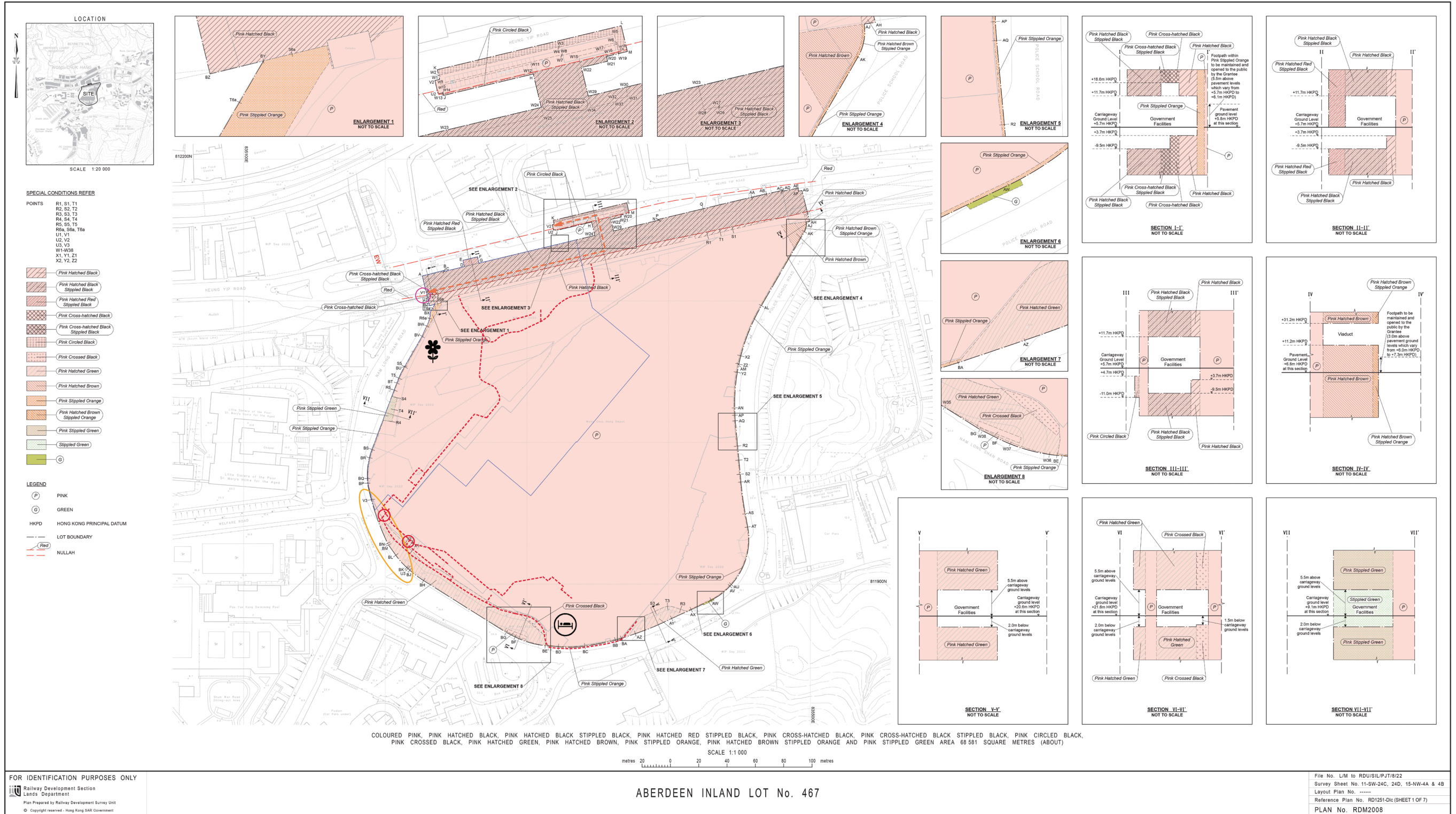
In relation to any of those facilities and open spaces, and those parts of the land, mentioned above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

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

Notes:

1. In this Section, any reference to “Special Condition” shall be a reference to a Special Condition in the Land Grant, and “PDMC” and “SDMC” shall mean the Principal Deed of Mutual Covenant and Management Agreement of the Development registered in the Land Registry by Memorial No. 22122801700021 and the latest draft Sub-Deed of Mutual Covenant and Management Agreement of the Phase respectively.
2. Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307 (“the Letter”), the dates for completion of development, construction, formation or provision (as the case may be) of the following areas and facilities under the Land Grant will be amended as follows:-

Special Condition No.	Description	To be completed on or before
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027








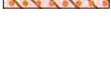

ABERDEEN INLAND LOT No. 467

備註：  
此圖複製附於批地文件的圖則Ia，有需要處經修正處理，以顯示相關公共設施的位置。

Remark:  
This plan is a reproduction of Plan Ia as annexed to the Land Grant, with adjustments where necessary, which shows the location of the relevant public facilities.

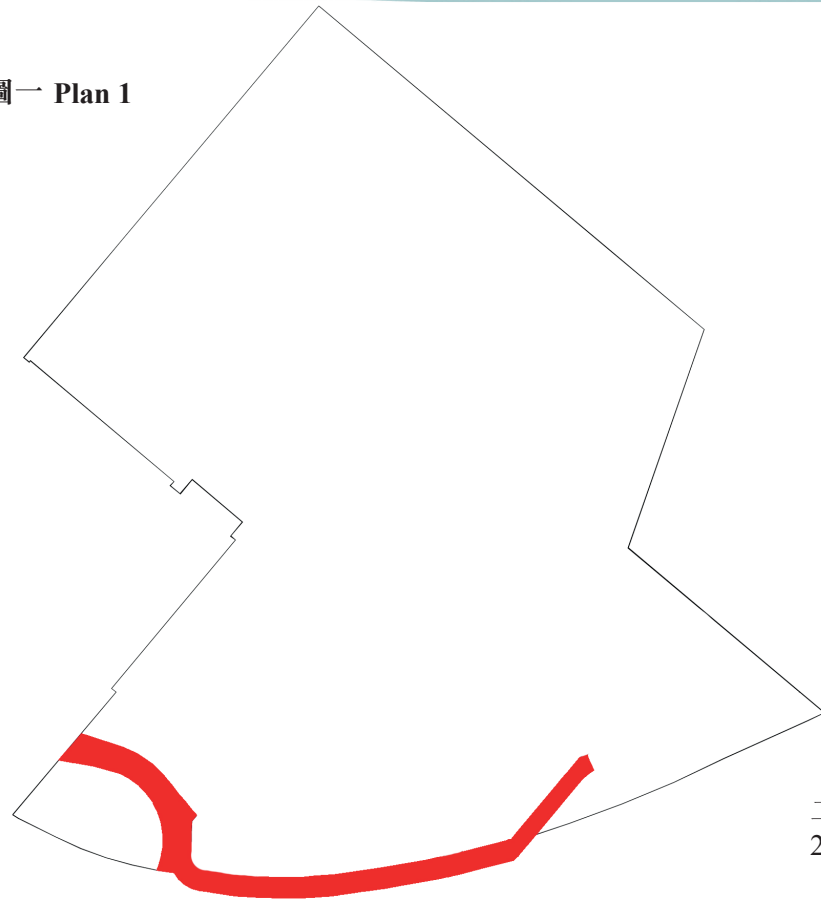


圖例  
Legend

	粉紅色間黑斜線範圍 Pink Hatched Black
	粉紅色間黑斜線加黑點範圍 Pink Hatched Black Stippled Black
	粉紅色間紅斜線加黑點範圍 Pink Hatched Red Stippled Black
	粉紅色間黑十字線範圍 Pink Cross-hatched Black
	粉紅色間黑十字線加黑點範圍 Pink Cross-hatched Black Stippled Black
	粉紅色加黑圓形範圍 Pink Circled Black
	粉紅色加黑十字範圍 Pink Crossed Black
	粉紅色間綠色斜線範圍 Pink Hatched Green
	粉紅色間棕色斜線範圍 Pink Hatched Brown
	粉紅色加橙色點範圍 Pink Stippled Orange
	粉紅色間棕色斜線橙加橙色點範圍 Pink Hatched Brown Stippled Orange
	粉紅色加綠色點範圍 Pink Stippled Green
	綠色點範圍 Stippled Green
	綠色範圍 Green Area

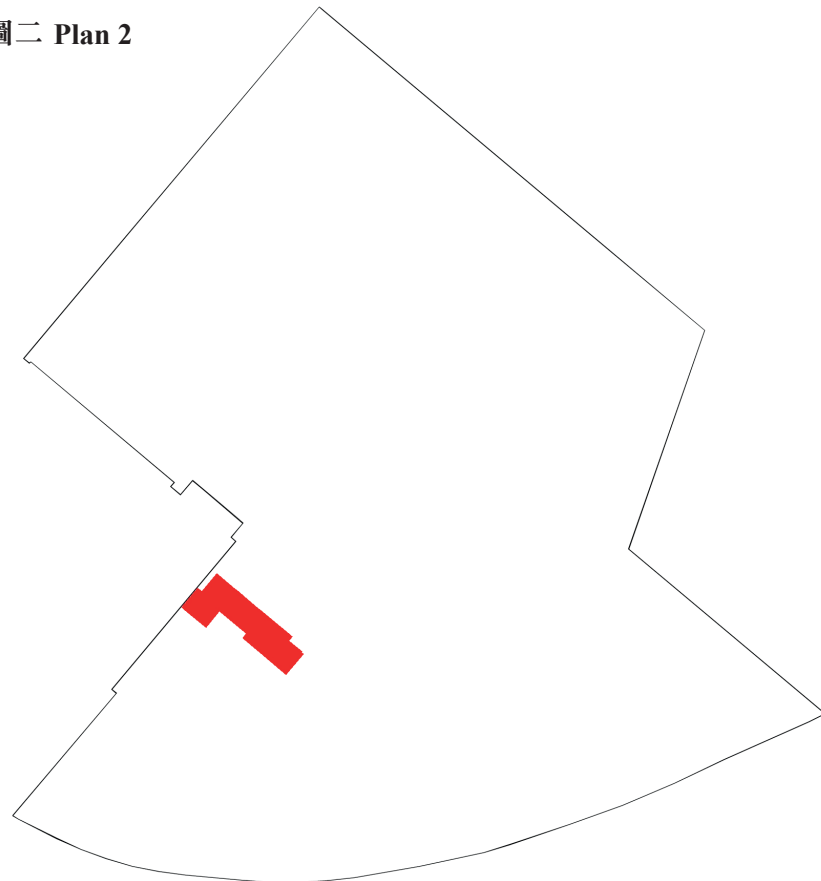
	政府樓宇 (綜合職業復康服務中心及中度弱智人士宿舍) Government Accommodation (Integrated Vocational Rehabilitation Services Centre and Hostel for Moderately Mentally Handicapped Persons)
	公眾休憩用地，總面積不少於1,300平方米 Public Open Space with a total area of not less than 1,300 square metres
	地盤C界線 Boundary of Site C
	已建之行人通道 As-Built Pedestrian Walkway
	公眾行人通道 (於黃竹坑站營運時間內開放) Public Pedestrian Access during the operation hours of the Wong Chuk Hang Station
	EW 現有行人天橋 Existing Footbridge
	行人天橋相關結構 Footbridge Associated Structure
	未來行人天橋可能位處於U3及V3兩點之間的位置 Future Footbridge which may be located at a position between the points U3 and V3
	未來行人天橋相關結構 Future Footbridge Associated Structures

圖一 Plan 1

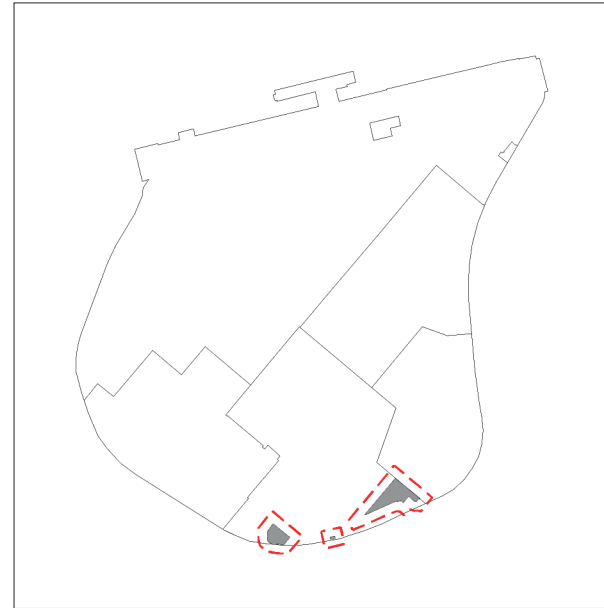


二樓平面圖  
2/F FLOOR PLAN

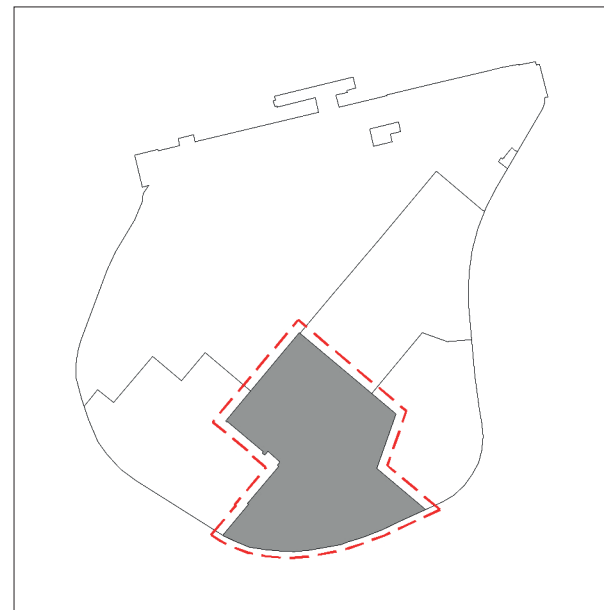
圖二 Plan 2



三樓平面圖  
3/F FLOOR PLAN



索引圖 KEY PLAN



索引圖 KEY PLAN

比例：0 10 20 30 40  
Scale: METERS 米

備註：

本圖僅作顯示已建之行人通道的位置。本圖中所示之其他事項未能反映其最新狀況。

Remark :

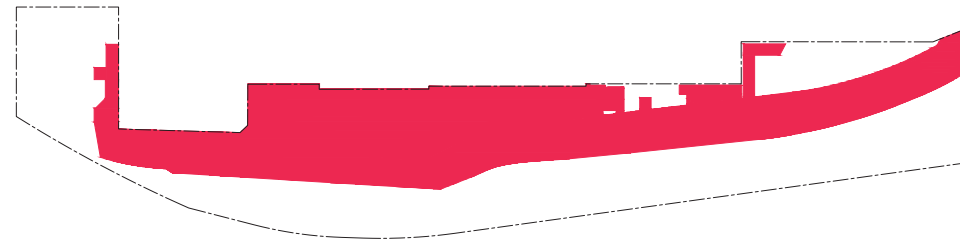
The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖例 LEGEND

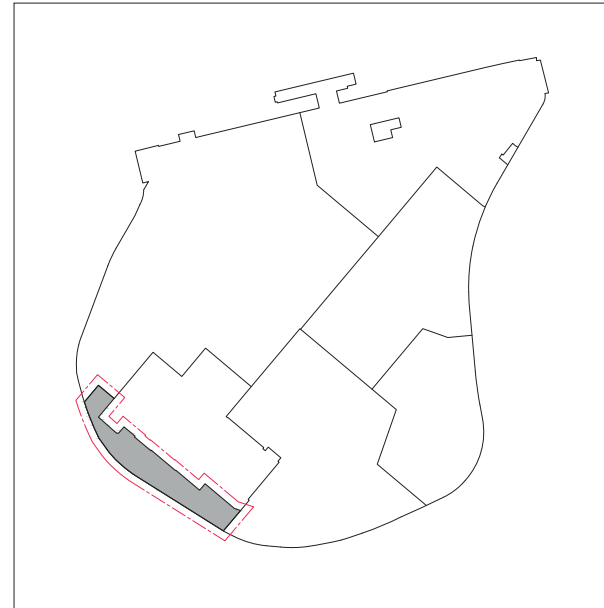
 已建之行人通道  
As-Built Pedestrian Walkway



圖三 Plan 3



二樓平面圖  
2/F FLOOR PLAN

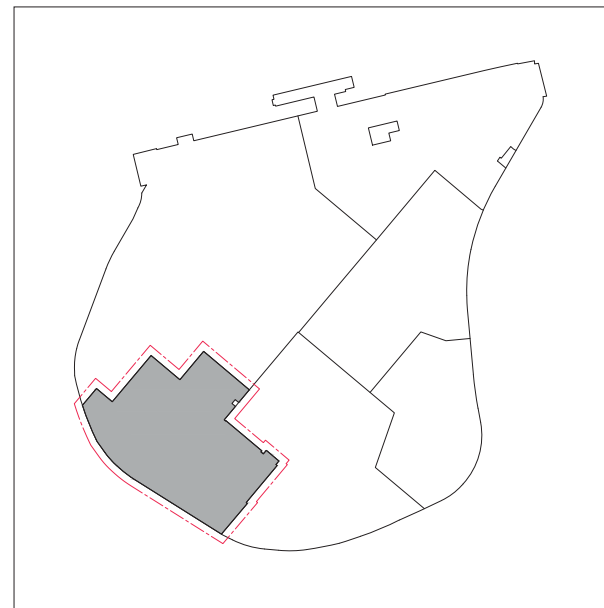


索引圖 KEY PLAN

圖四 Plan 4



三樓平面圖  
3/F FLOOR PLAN



索引圖 KEY PLAN

備註：


本圖僅作顯示已建之行人通道的位置。本圖中所示之其他事項未能反映其最新狀況。

Remark :

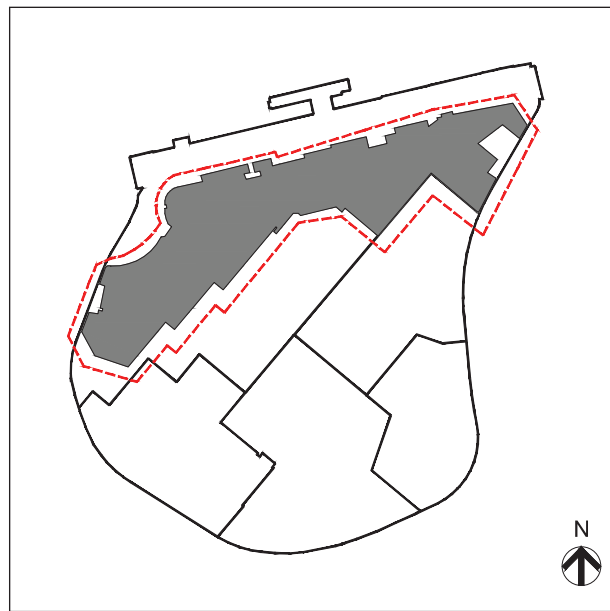
The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖例 LEGEND

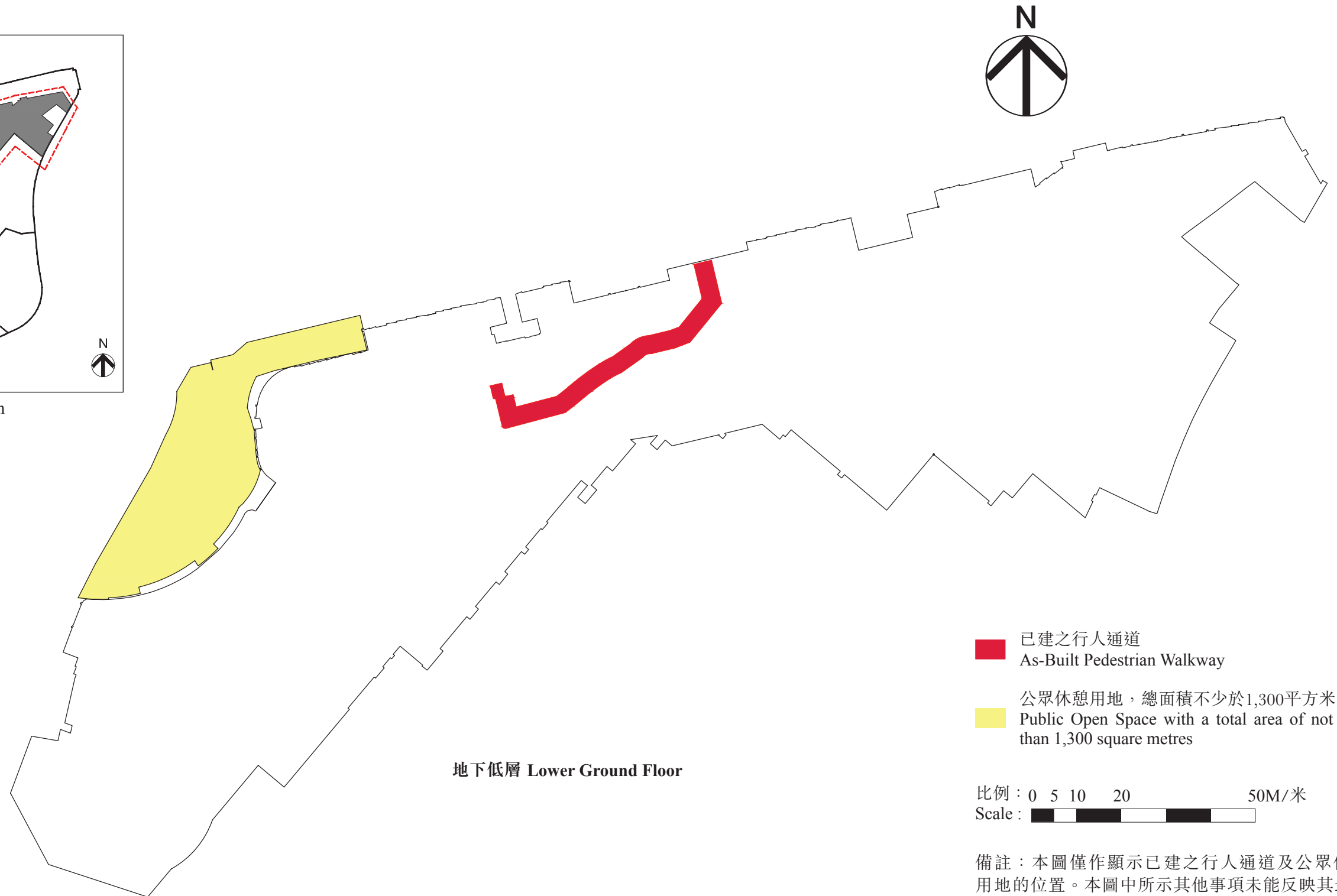
 已建之行人通道  
As-Built Pedestrian Walkway

比例：0 10 20 30 40  
Scale:  METERS 米

圖五 Plan 5



索引圖 Key Plan



地下低層 Lower Ground Floor

■ 已建之行人通道  
As-Built Pedestrian Walkway

■ 公眾休憩用地，總面積不少於1,300平方米  
Public Open Space with a total area of not less than 1,300 square metres

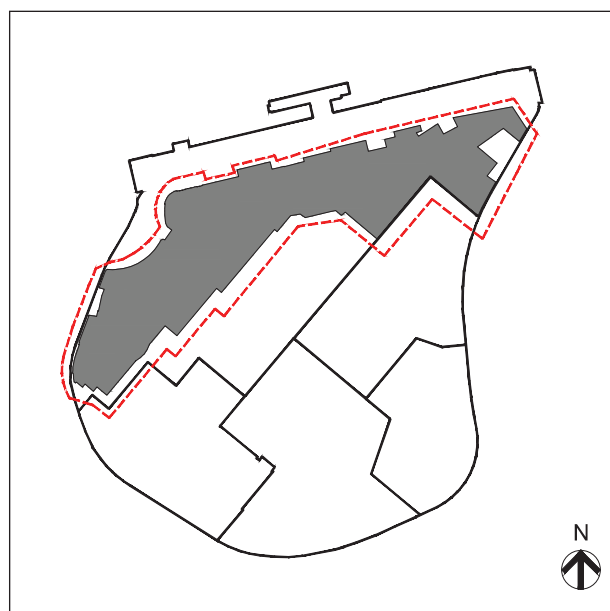
比例：0 5 10 20 50M/米  
Scale:

備註：本圖僅作顯示已建之行人通道及公眾休憩用地的位置。本圖中所示其他事項未能反映其最新狀況。

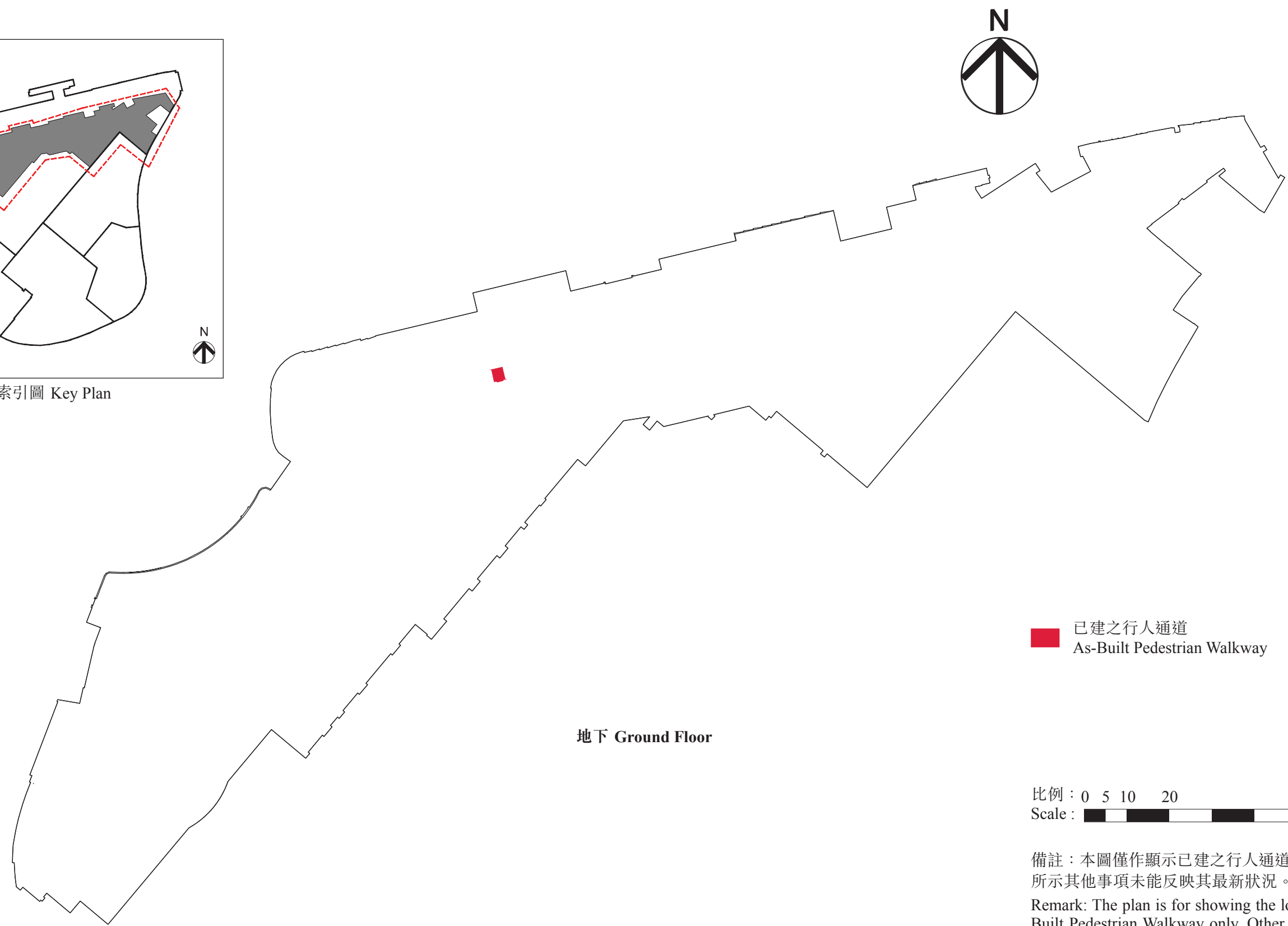
Remark: The plan is for showing the location of the As-Built Pedestrian Walkway and Public Open Space only. Other matters shown in the plan may not reflect their latest condition.



圖六 Plan 6



索引圖 Key Plan



地下 Ground Floor

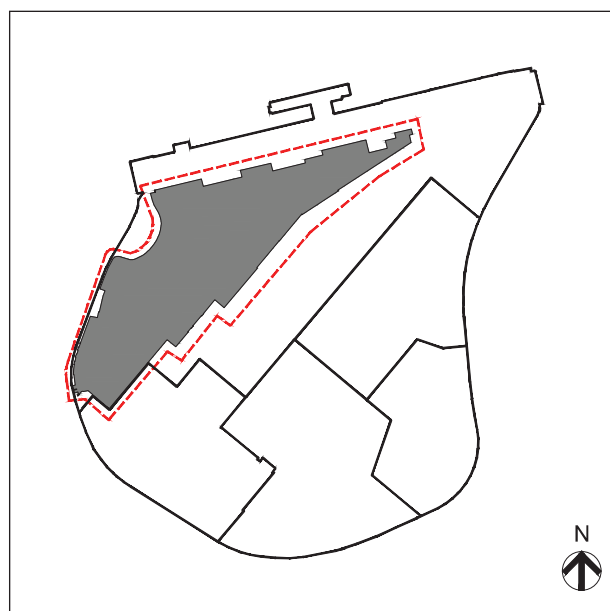
■ 已建之行人通道  
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米  
Scale: 

備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖七 Plan 7



索引圖 Key Plan



1樓 First Floor

■ 已建之行人通道  
As-Built Pedestrian Walkway

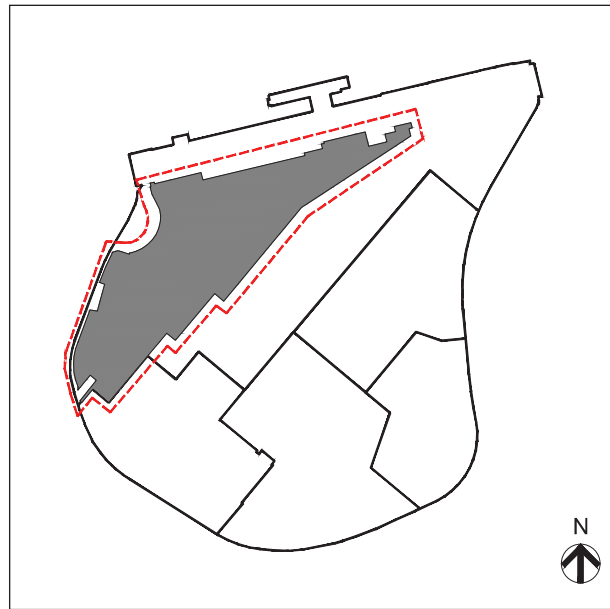
比例：0 5 10 20 50M/米  
Scale: 

備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

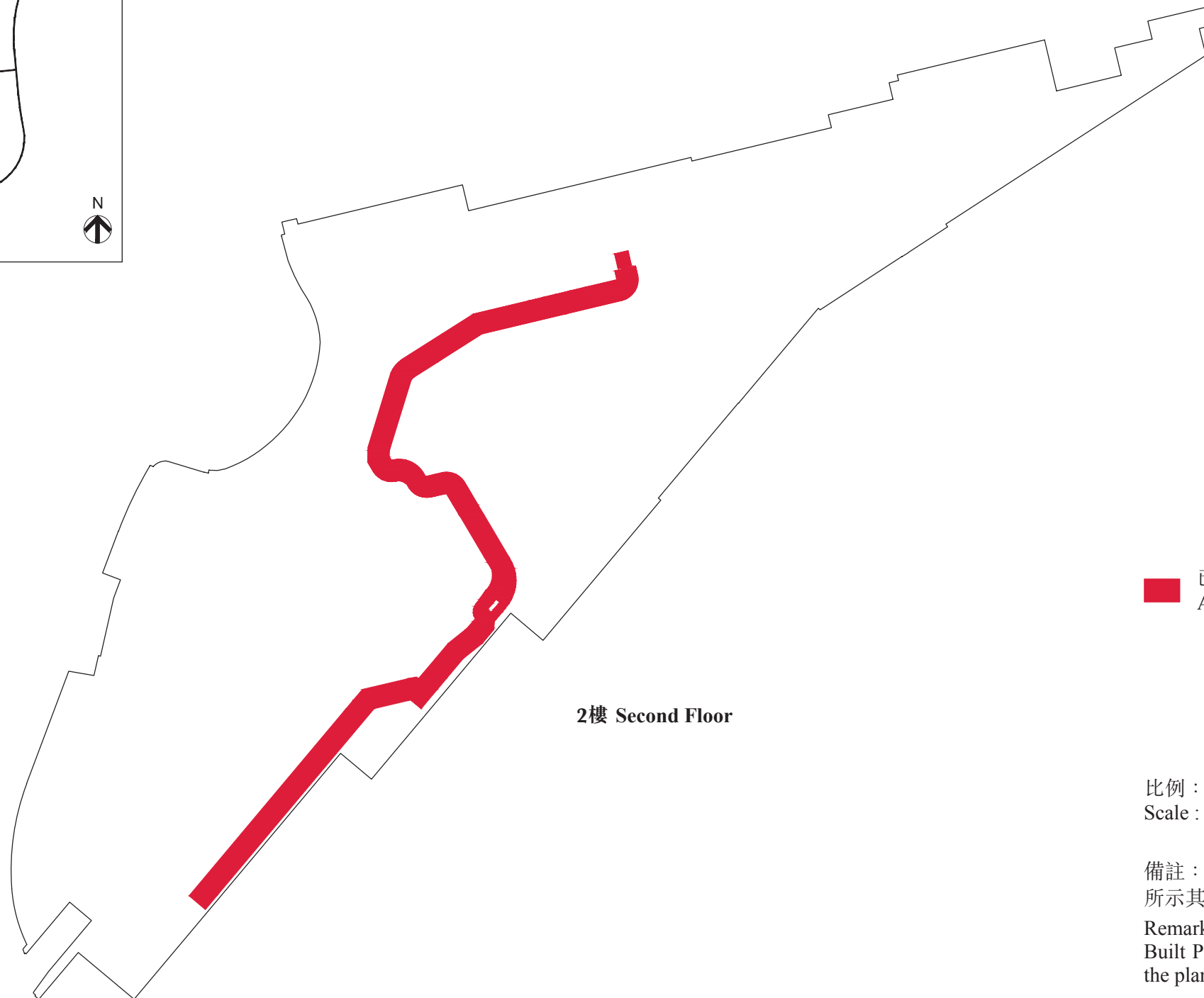
Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.



圖八 Plan 8




索引圖 Key Plan



2樓 Second Floor

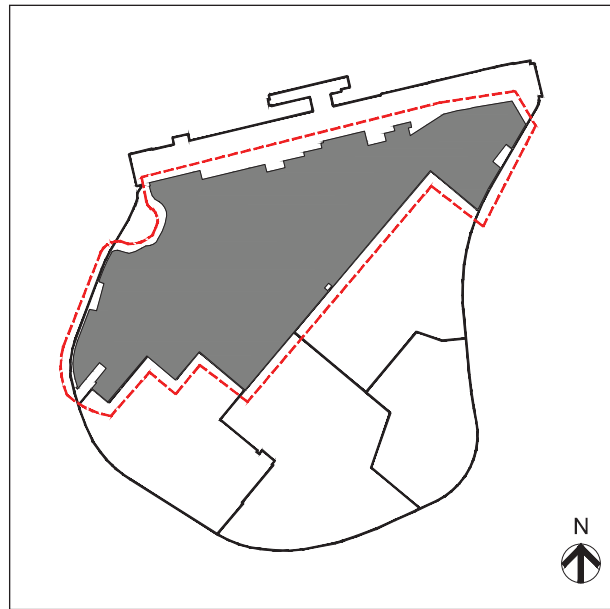
■ 已建之行人通道  
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米  
Scale: 

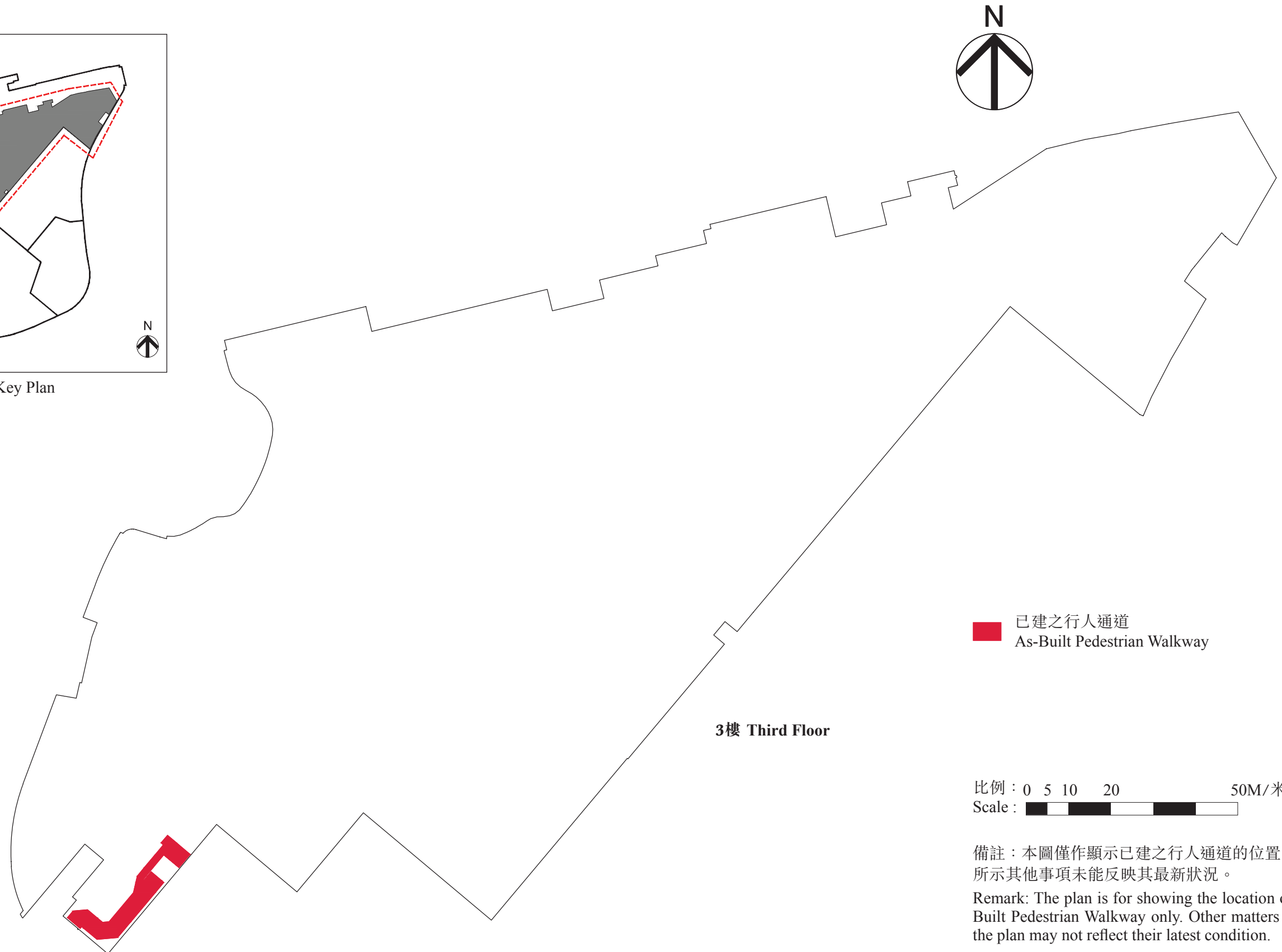
備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.

圖九 Plan 9



索引圖 Key Plan



■ 已建之行人通道  
As-Built Pedestrian Walkway

比例：0 5 10 20 50M/米  
Scale:

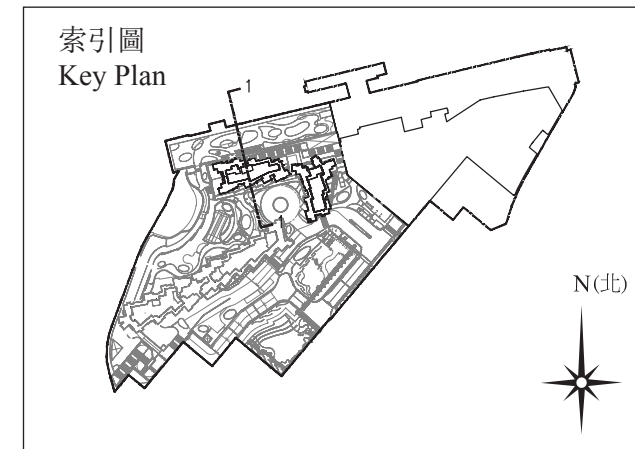
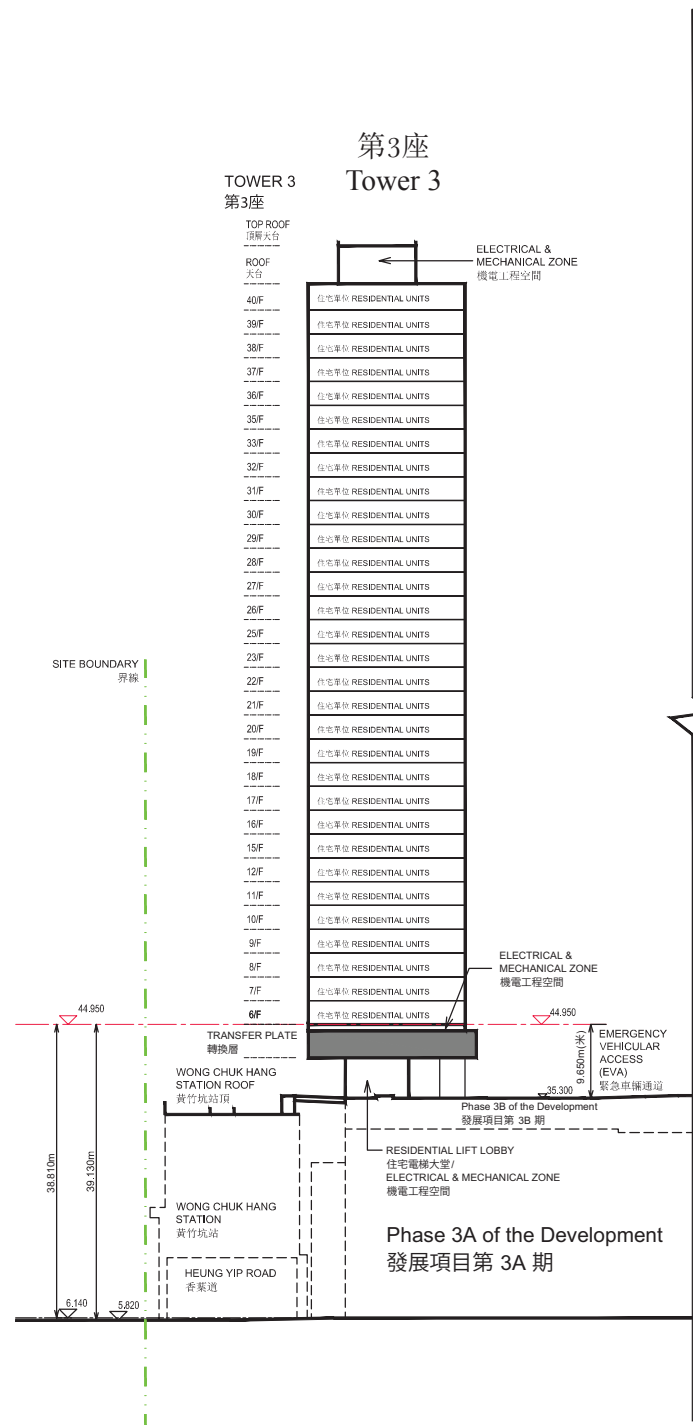
備註：本圖僅作顯示已建之行人通道的位置。本圖中所示其他事項未能反映其最新狀況。

Remark: The plan is for showing the location of the As-Built Pedestrian Walkway only. Other matters shown in the plan may not reflect their latest condition.



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

橫截面圖 1-1  
Cross-Section Plan 1-1



毗連建築物(第3座)的一段香葉道為香港主水平基準以上5.820至6.140米。

The part of Heung Yip Road adjacent to the building (Tower 3) is 5.820 to 6.140 metres above the Hong Kong Principal Datum.

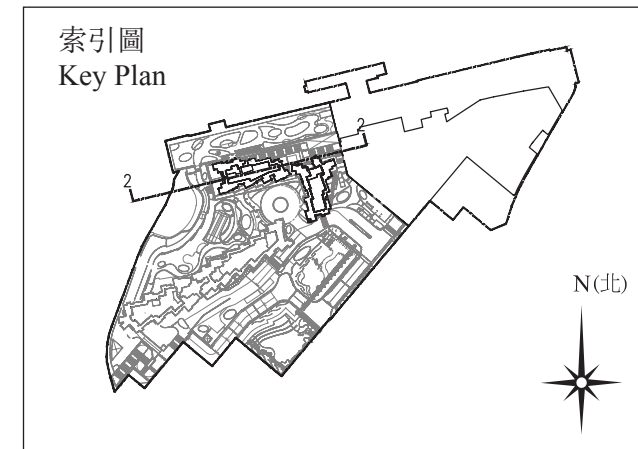
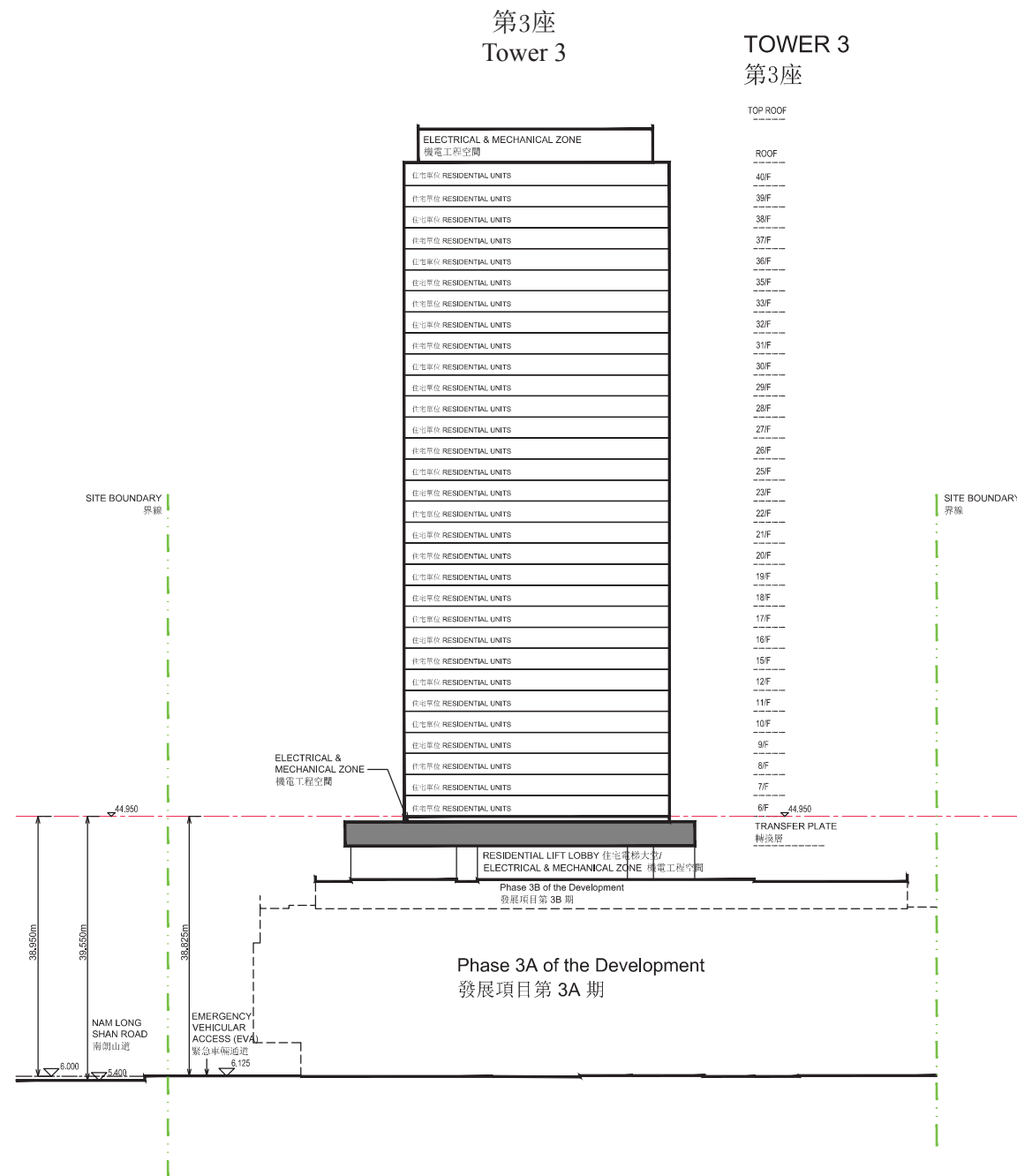
毗連建築物(第3座)的一段緊急車輛通道為香港主水平基準以上35.300米。

The part of Emergency Vehicular Access adjacent to the building (Tower 3) is 35.300 metres above the Hong Kong Principal Datum.

- 紅色虛線為該建築物最低住宅樓層水平  
Red dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)  
Height in metres above Hong Kong Principal Datum (HKPD)
- 界線  
Site boundary



橫截面圖 2-2  
Cross-Section Plan 2-2



毗連建築物(第3座)的一段緊急車輛通道為香港主水平基準以上6.125米。

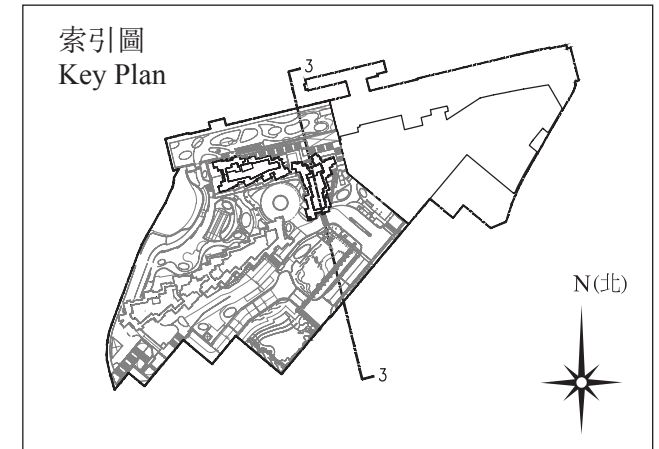
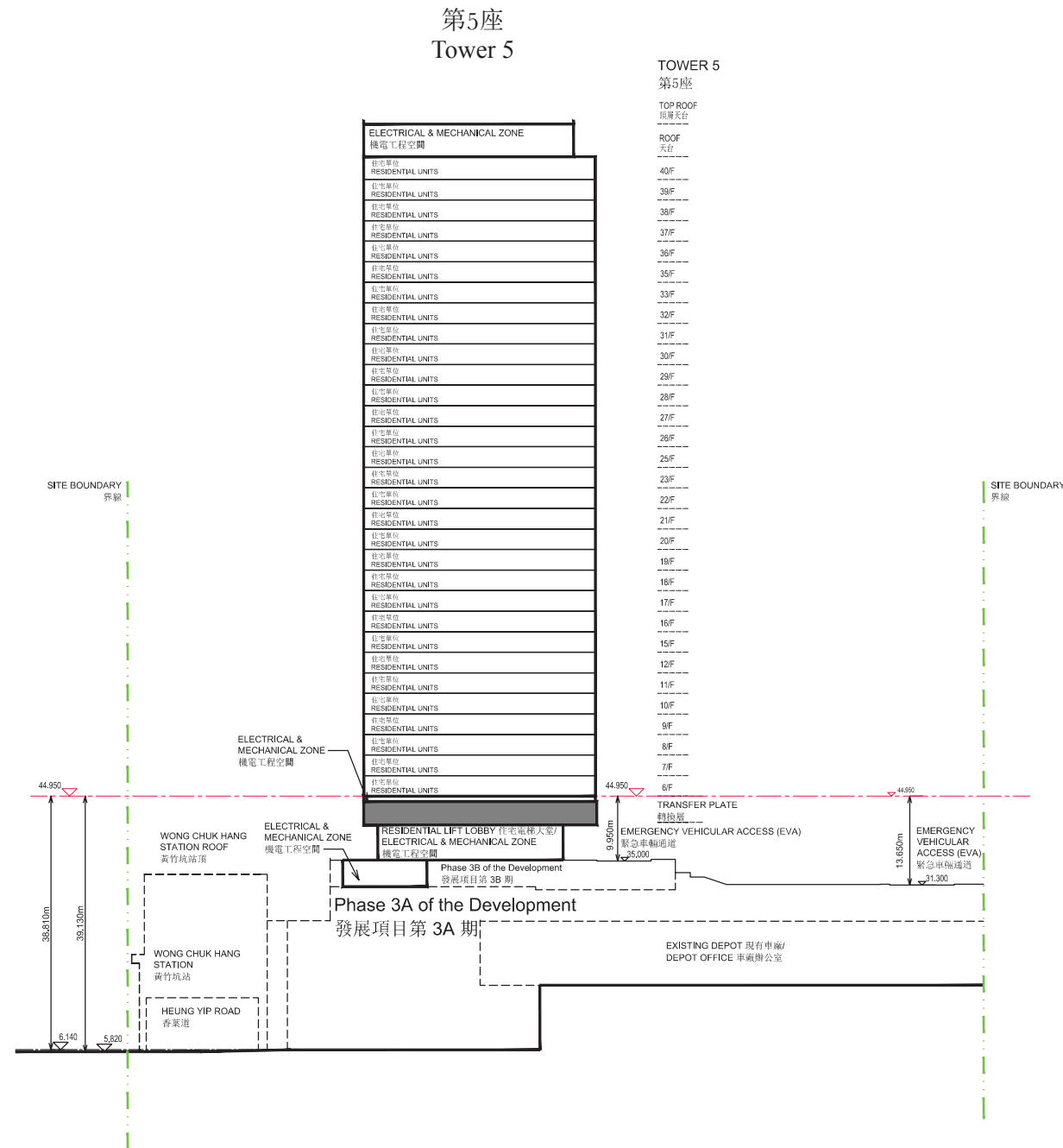
The part of Emergency Vehicular Access adjacent to the building (Tower 3) is 6.125 metres above the Hong Kong Principal Datum.

毗連建築物(第3座)的一段南朗山道為香港主水平基準以上5.400至6.000米。

The part of Nam Long Shan Road adjacent to the building (Tower 3) is 5.400 to 6.000 metres above the Hong Kong Principal Datum.

- 紅色虛線為該建築物最低住宅樓層水平
- Red dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)
- Height in metres above Hong Kong Principal Datum (HKPD)
- 界線
- Site boundary

橫截面圖 3-3  
Cross-Section Plan 3-3



毗連建築物(第5座)的一段緊急車輛通道為香港主水平基準以上31.300至35.000米。

The part of Emergency Vehicular Access adjacent to the building (Tower 5) is 31.300 to 35.000 metres above the Hong Kong Principal Datum.

毗連建築物(第5座)的一段香葉道為香港主水平基準以上5.820至6.140米。

The part of Heung Yip Road adjacent to the building (Tower 5) is 5.820 to 6.140 metres above the Hong Kong Principal Datum.

紅色虛線為該建築物最低住宅樓層水平

Red dotted line denotes the level of the lowest residential floor of the building

香港主水平基準以上高度(米)

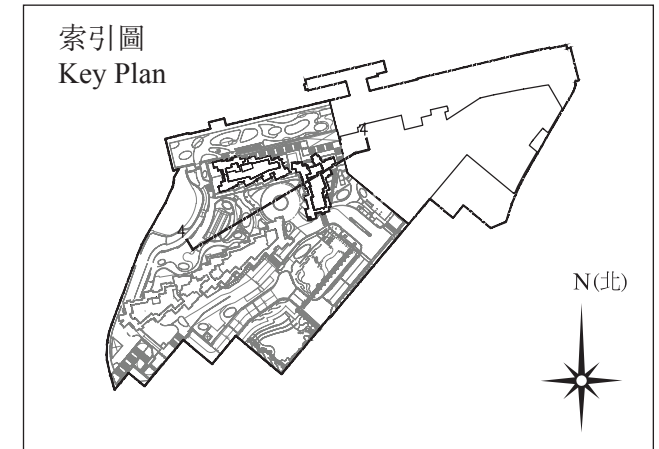
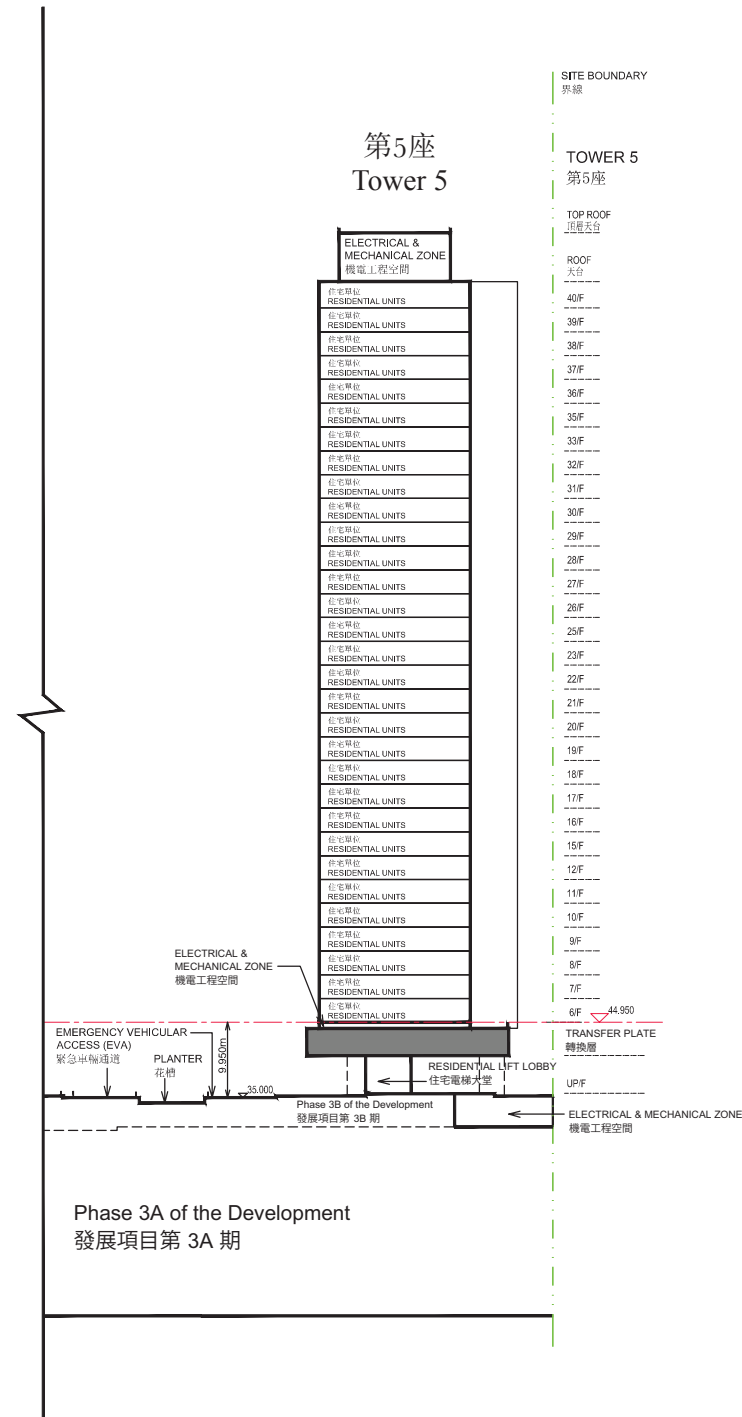
Height in metres above Hong Kong Principal Datum (HKPD)

界線

Site boundary



橫截面圖 4-4  
Cross-Section Plan 4-4



毗連建築物(第5座)的一段緊急車輛通道為香港主水平基準以上35.000米。

The part of Emergency Vehicular Access adjacent to the building (Tower 5) is 35.000 metres above the Hong Kong Principal Datum.

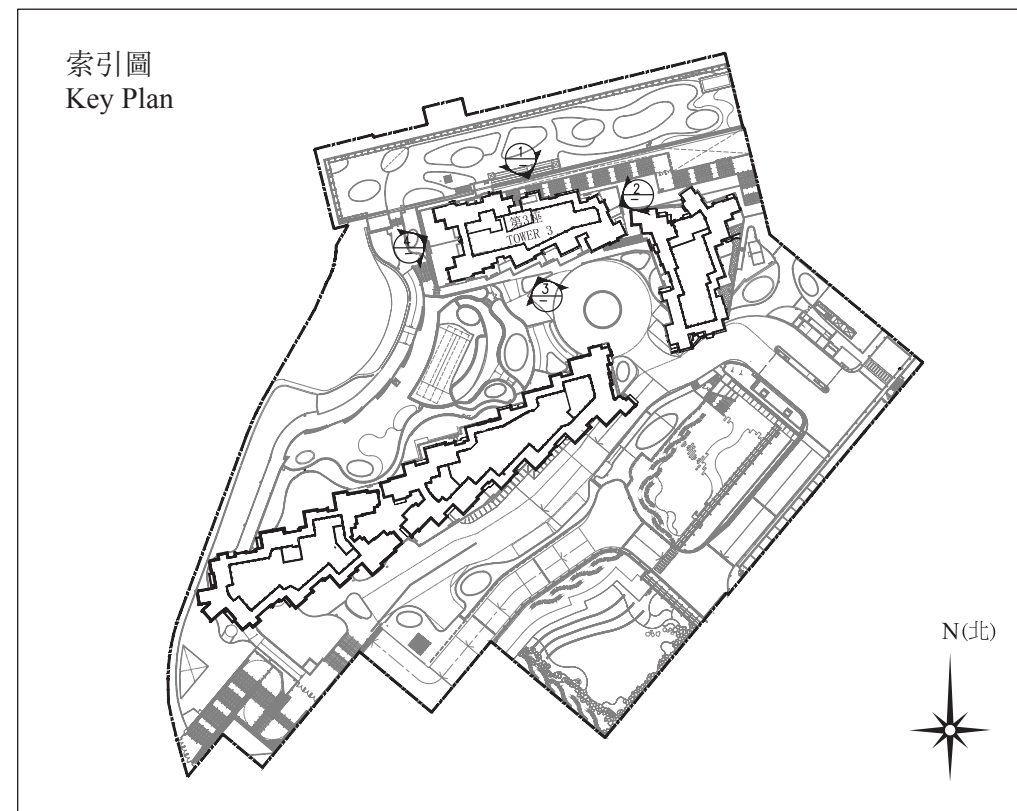
紅色虛線為該建築物最低住宅樓層水平  
Red dotted line denotes the level of the lowest residential floor of the building

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

界線  
Site boundary



立面圖1  
Elevation Plan 1



期數的認可人士已證明該等立面：

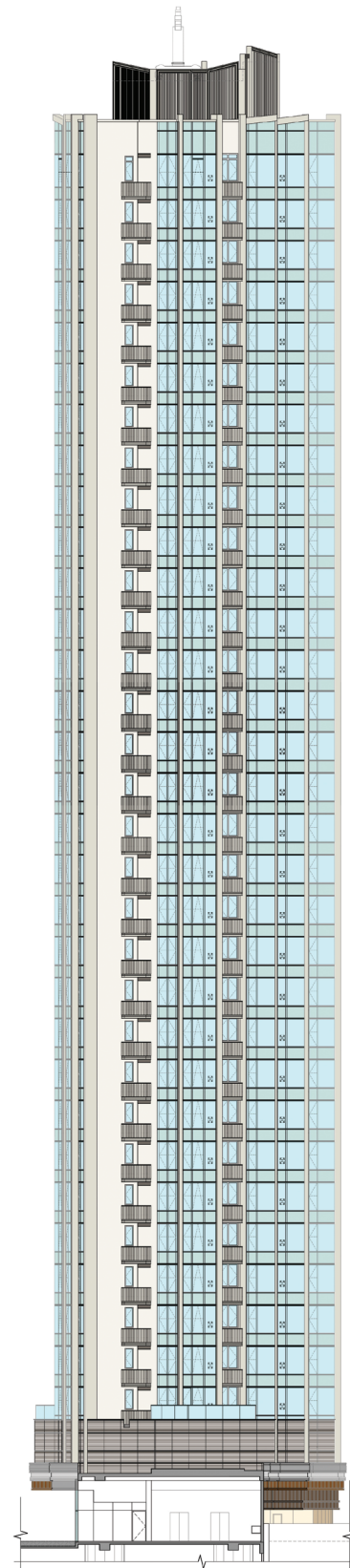
- (1) 以2023年4月27日、2023年9月15日、2023年12月21日及2024年7月12日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023, 21st December 2023 and 12th July 2024; and
- (2) are in general accordance with the outward appearance of the Phase.

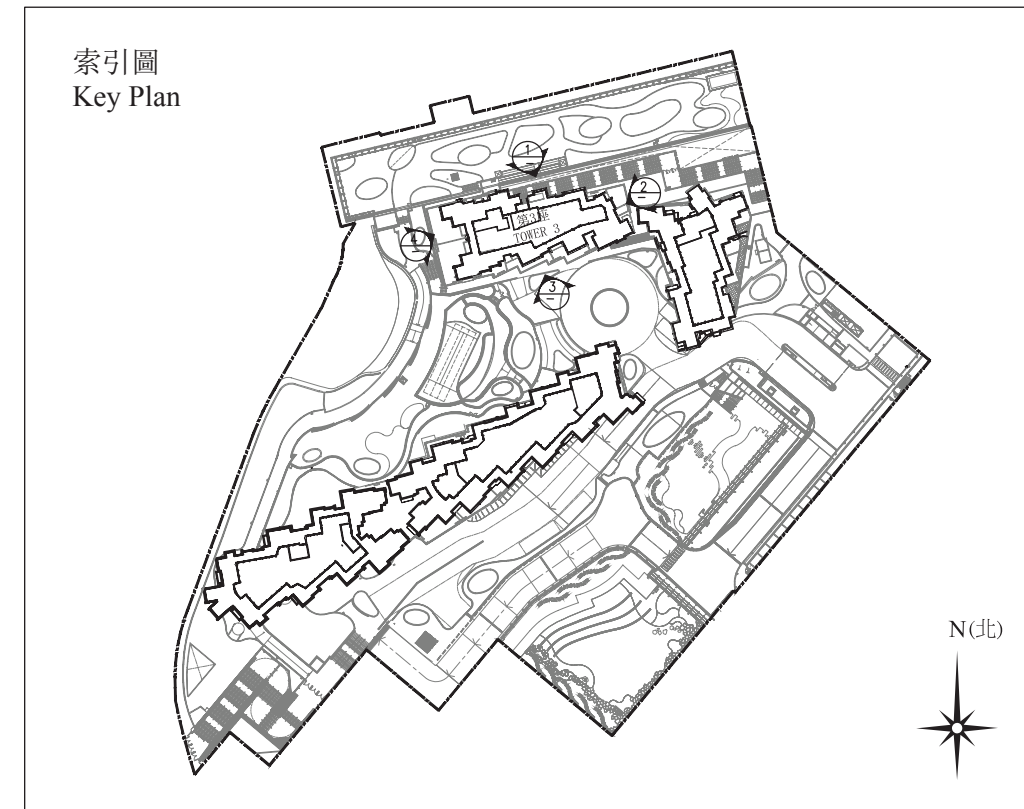


第3座  
Tower 3



立面圖2  
Elevation Plan 2

索引圖  
Key Plan



期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日、2023年12月21日及2024年7月12日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

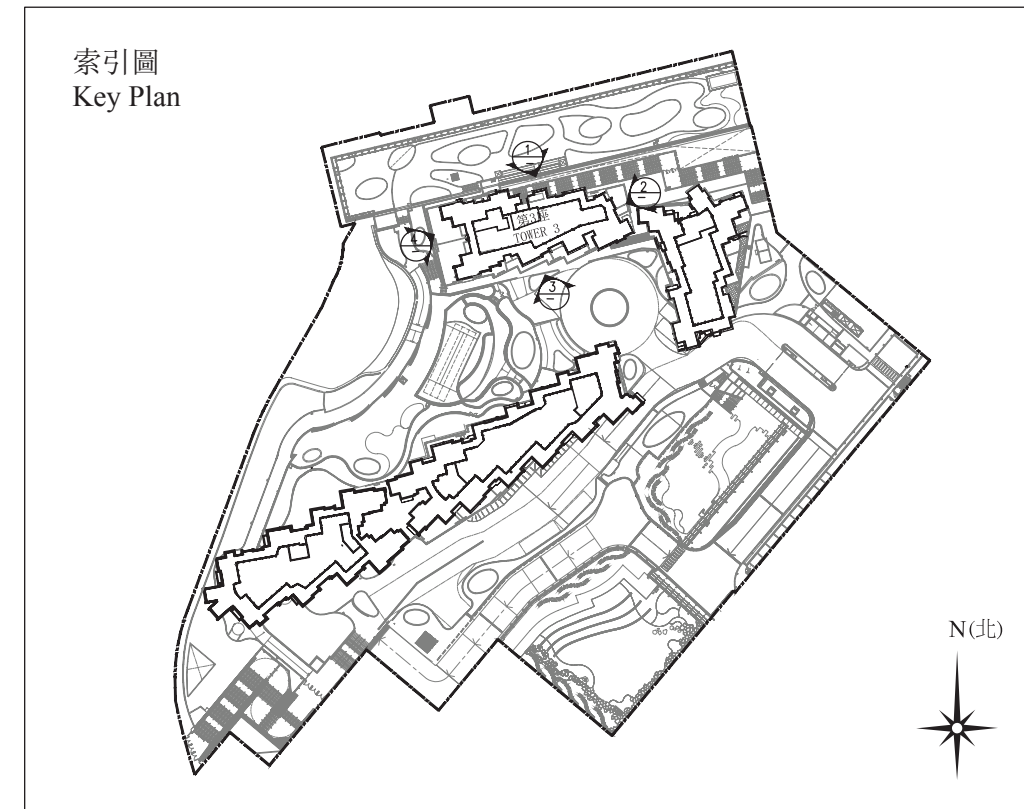
- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023, 21st December 2023 and 12th July 2024; and
- (2) are in general accordance with the outward appearance of the Phase.

第3座  
Tower 3



立面圖3  
Elevation Plan 3

索引圖  
Key Plan



期數的認可人士已證明該等立面：

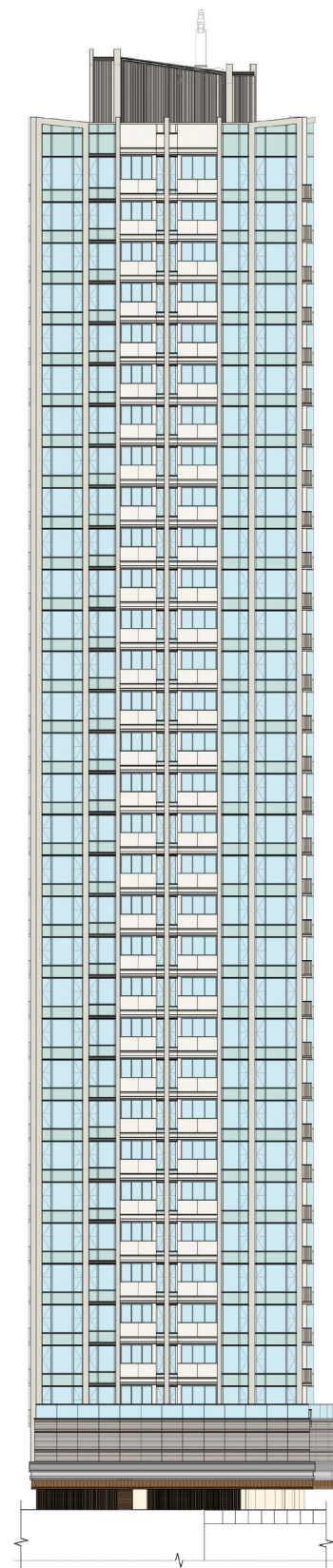
- (1) 以2023年4月27日、2023年9月15日、2023年12月21日及2024年7月12日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023, 21st December 2023 and 12th July 2024; and
- (2) are in general accordance with the outward appearance of the Phase.

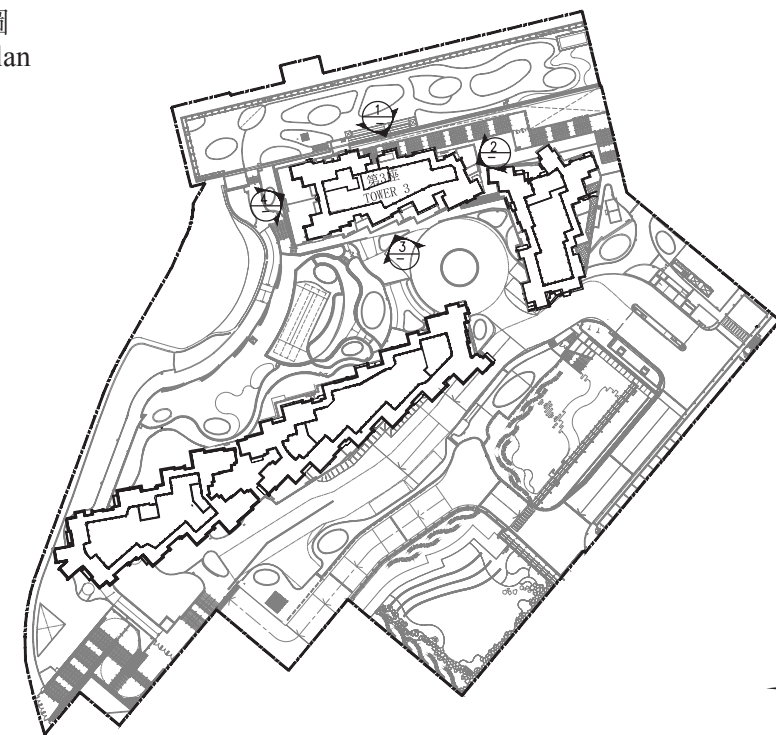


第3座  
Tower 3



立面圖4  
Elevation Plan 4

索引圖  
Key Plan



期數的認可人士已證明該等立面：

- (1) 以2023年4月27日、2023年9月15日、2023年12月21日及2024年7月12日的情況為準的期數經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

It has been certified by the Authorized Person for the Phase that the elevations:

- (1) are prepared on the basis of the approved building plans for the Phase as of 27th April 2023, 15th September 2023, 21st December 2023 and 12th July 2024; and
- (2) are in general accordance with the outward appearance of the Phase.