The Yoho HUB

SALES BROCHURE 售樓說明書

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NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
  - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
  - interior and exterior fittings and finishes and appliances;
  - the basis on which management fees are shared;
  - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and

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1 The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –
(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.
According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

- whether individual owners have responsibility to maintain slopes.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

<u>For first-hand uncompleted residential properties</u>

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made

available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.

- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - ➢ The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ◇ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ◇ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - ◇ strike or lock-out of workmen;
    - ◇ riots or civil commotion;
    - ◇ force majeure or Act of God;
    - ◇ fire or other accident beyond the vendor's control;
    - ◇ war; or
    - ◇ inclement weather.
  - ➢ The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website	: www.srpa.gov.hk
Telephone	: 2817 3313
Email	: enquiry_srpa@hd.gov.hk
Fax	: 2219 2220

Other useful contacts:

Consumer Council	
Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611

Estate Agents Authority	
Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596

Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
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3 Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊
- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價
- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及/或清理廢料的費用(如有)。

3. 價單、支付條款，以及其他財務優惠
- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境
- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎／每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書
- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契
- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料
- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊
- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

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1 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

2 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項－
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則（如有的話）。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14 日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%** 的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方（包括其獲授權代表）就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向（不論是否屬明確選擇購樓意向）。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方（包括其獲授權代表）不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名／名稱。
- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該—
  - ➢ 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
  - ➢ 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
  - ➢ 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

適用於一手未落成住宅物業

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - ➢ 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
    - ◇ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意書發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ◇ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - ➢ 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - ➢ 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - ◇ 工人罷工或封閉工地；
    - ◇ 暴動或內亂；
    - ◇ 不可抗力或天災；
    - ◇ 火警或其他賣方所不能控制的意外；
    - ◇ 戰爭；或
    - ◇ 惡劣天氣。
  - ➢ 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

3 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第 2 條。

適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址	: www.srpa.gov.hk
電話	: 2817 3313
電郵	: enquiry_srpa@hd.gov.hk
傳真	: 2219 2220

其他相關聯絡資料：

消費者委員會

網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611

地產代理監管局

網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596

香港地產建設商會

電話	: 2826 0111
傳真	: 2845 2521

一手住宅物業銷售監管局
2023年3月

INFORMATION ON THE PHASE
期數的資料

Name of the Phase of the Development (the "Phase")
Phase B of The YOHO Hub Development (The YOHO Hub*)

Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase
1 Long Lok Road

Total number of storeys of each multi-unit building
Tower 1 and Tower 2: 35 storeys (excluding G/F, 1/F, 2/F, 3/F, 5/F, roof, upper roof 1, upper roof 2, upper roof 3 and top roof)
Tower 3: 24 storeys (excluding G/F, 1/F, 2/F, 3/F, 5/F, roof, upper roof 1, upper roof 2 and top roof)
Tower 5: 23 storeys (excluding G/F, 1/F, 2/F, 3/F, 5/F, roof, upper roof 1, upper roof 2 and top roof)

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase
Tower 1 and Tower 2: 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F and 45/F
Tower 3: 6/F-12/F, 15/F-23/F and 25/F-32/F
Tower 5: 6/F-12/F, 15/F-23/F and 25/F-31/F

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order
Tower 1 and Tower 2: 13/F, 14/F, 24/F, 34/F and 44/F are omitted
Tower 3 and Tower 5: 13/F, 14/F and 24/F are omitted

Refuge floors of each multi-unit building
No refuge floor in each tower

* Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in the Phase are called "The YOHO Hub".

發展項目的期數（「期數」）的名稱
The YOHO Hub 發展項目的第 B 期（The YOHO Hub*）

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數
朗樂路 1 號

每幢多單位建築物的樓層的總數
第 1 座及第 2 座：35 層（不包括地下、1 樓、2 樓、3 樓、5 樓、天台、上層天台 1、上層天台 2、上層天台 3 及頂層天台）
第 3 座：24 層（不包括地下、1 樓、2 樓、3 樓、5 樓、天台、上層天台 1、上層天台 2 及頂層天台）
第 5 座：23 層（不包括地下、1 樓、2 樓、3 樓、5 樓、天台、上層天台 1、上層天台 2 及頂層天台）

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數
第 1 座及第 2 座：6 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓
第 3 座：6 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓
第 5 座：6 樓至 12 樓、15 樓至 23 樓及 25 樓至 31 樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數
第 1 座及第 2 座：不設 13 樓、14 樓、24 樓、34 樓及 44 樓
第 3 座及第 5 座：不設 13 樓、14 樓及 24 樓

每幢多單位建築物內的庇護層
每座大廈均不設庇護層

* 期數中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE
賣方及有參與期數的其他人的資料

Vendor
Yuen Long Property Development Limited (as "Owner") [1]
Success Keep Limited (as "Person so engaged") [2]

Holding company of the Vendor
Holding company of the Owner
West Rail Property Development Limited

Holding companies of the Person so engaged
Able Mariner Limited
Time Effort Limited
Sun Hung Kai Properties Limited

Authorized Person for the Phase
Cheng Yan Ying Grace

The firm or corporation of which the Authorized Person for the Phase is a proprietor, director or employee in his or her professional capacity
AGC Design Limited

Building Contractor for the Phase
Sanfield Building Contractors Limited

The firm of solicitors acting for the Owner in relation to the sale of residential properties in the Phase
Gallant
Kao, Lee & Yip
Johnson Stokes & Master
Woo Kwan Lee & Lo
Sit, Fung, Kwong & Shum

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
The Hongkong and Shanghai Banking Corporation Limited (The relevant undertaking has been cancelled)

Any other person who has made a loan for the construction of the Phase
Sun Hung Kai Properties Holding Investment Limited

Notes:
1 "Owner" means the legal or beneficial owner of the Phase.
2 "Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

賣方
元朗物業發展有限公司(作為"擁有人")[1]
成協有限公司(作為"如此聘用的人")[2]

賣方的控權公司
擁有人的控權公司
西鐵物業發展有限公司

如此聘用的人的控權公司
Able Mariner Limited
Time Effort Limited
新鴻基地產發展有限公司

期數的認可人士
鄭恩瑩

期數的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團
創智建築師有限公司

期數的承建商
新輝建築有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
何耀棣律師事務所
高李葉律師行
孖士打律師行
胡關李羅律師行
薛馮鄺岑律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
香港上海滙豐銀行有限公司(有關承諾書已經取消)

已為期數的建造提供貸款的任何其他人
Sun Hung Kai Properties Holding Investment Limited

備註:
1. "擁有人"指期數的法律上的擁有人或實益擁有人。
2. "如此聘用的人"指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士 。

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a)	The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of an authorized person for the Phase.	Not Applicable
(b)	The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of such an authorized person.	Not Applicable
(c)	The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of such an authorized person.	No
(d)	The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(e)	The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(f)	The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of an associate of such an authorized person.	No
(g)	The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(h)	The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(i)	The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j)	The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor#, holding company or contractor.	No
(k)	The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor#, holding company or contractor.	No
(l)	The vendor# or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor# or contractor or of a holding company of that vendor#.	No
(m)	The vendor# or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor# or contractor.	Not Applicable
(n)	The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that vendor#, holding company or contractor.	No
(o)	The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor#, holding company or contractor.	No
(p)	The vendor# or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor# or contractor or of a holding company of that vendor#.	No
(q)	The vendor# or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor# or contractor.	Not Applicable
(r)	The vendor# or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that vendor# or contractor or of a holding company of that vendor#.	No
(s)	The vendor# or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor# or of a holding company of that vendor#.	The Building Contractor of the Phase, Sanfield Building Contractors Limited, is an associate corporation of the Person so engaged and of the holding companies of the Person so engaged.

Remarks:
A reference to "vendor" here is a reference to either Yuen Long Property Development Limited (as "Owner") or Success Keep Limited (as "Person so engaged")

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a)	賣方#或期數的承建商屬個人，並屬期數的認可人士的家人。	不適用
(b)	賣方#或期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方#或期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的家人。	否
(d)	賣方#或期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方#或期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方#或期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	否
(g)	賣方#或期數的承建商屬個人，並屬就期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方#或期數的承建商屬合夥，而該賣方#或承建商的合夥人屬就期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方#或期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	否
(j)	賣方#、賣方#的控權公司或期數的承建商屬私人公司，而期數的認可人士或該認可人士的有聯繫人士持有該賣方#、控權公司或承建商最少10%的已發行股份。	否
(k)	賣方#、賣方#的控權公司或期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方#、控權公司或承建商最少1%的已發行股份。	否
(l)	賣方#或期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方#、承建商或該賣方#的控權公司的僱員、董事或秘書。	否
(m)	賣方#或期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方#或承建商的僱員。	不適用
(n)	賣方#、賣方#的控權公司或期數的承建商屬私人公司，而就期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方#、控權公司或承建商最少10%的已發行股份。	否
(o)	賣方#、賣方#的控權公司或期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方#、控權公司或承建商最少1%的已發行股份。	否
(p)	賣方#或期數的承建商屬法團，而上述律師事務所的經營人屬該賣方#或承建商或該賣方#的控權公司的僱員、董事或秘書。	否
(q)	賣方#或期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方#或承建商的僱員。	不適用
(r)	賣方#或期數的承建商屬法團，而期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方#或承建商或該賣方#的控權公司的有聯繫法團。	否
(s)	賣方#或期數的承建商屬法團，而該承建商屬該賣方#或該賣方#的控權公司的有聯繫法團。	期數承建商新輝建築有限公司屬如此聘用的人及如此聘用的人的控權公司的有聯繫法團。

備註:
#提述“賣方”在此即提述元朗物業發展有限公司(作為“擁有人”)或 成協有限公司(作為“如此聘用的人”)兩者其中一人。

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。
The range of thickness of the non-structural prefabricated external walls of each building:
每幢建築物的非結構的預製外牆的厚度範圍：
Tower 1, Tower 2, Tower 3 and Tower 5: 150 mm
第 1 座、第 2 座、第 3 座及第 5 座：150 毫米

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。
The range of thickness of the curtain walls of each building:
每幢建築物的幕牆的厚度範圍：
Tower 1, Tower 2, Tower 3 and Tower 5: 200 mm
第 1 座、第 2 座、第 3 座及第 5 座：200 毫米

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆的總面積表

Tower Number 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 1 第 1 座	6/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	A	1.572	0.405
		B	1.572	0.405
		C	0.915	-
		D	1.540	1.265
		E	0.778	0.727
		F	0.364	-
		G	0.615	-
		H	0.299	0.769
		J	0.349	-
	45/F 45 樓	A	1.016	1.145
		B	1.017	1.145
		C	-	1.160
		D	1.540	1.265
		E	0.778	0.727
		F	-	0.435
		G	-	0.780
		H	-	1.143
		J	-	0.435

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆的總面積表

Tower Number 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 2 第 2 座	6/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	A	0.743	-
		B	1.604	0.678
		C	1.604	0.675
		D	0.788	-
		E	0.619	0.585
		F	1.249	-
		G	0.386	-
		H	0.296	0.820
		J	0.604	0.585
	45/F 45 樓	A	-	0.950
		B	0.707	1.853
		C	0.707	1.830
		D	-	1.040
		E	-	1.410
		F	0.326	1.170
		G	-	0.435
		H	-	1.215
		J	-	1.390

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆的總面積表

Tower Number 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 3 第 3 座	6/F-12/F, 15/F-23/F and 25/F-31/F 6 樓至 12 樓、15 樓至 23 樓及 25 樓至 31 樓	A	1.827	0.560
		B	1.545	0.425
		C	1.115	-
		D	1.505	-
		E	1.072	1.330
		F	1.061	1.340
		G	0.563	-
		H	0.563	-
		J	1.262	1.430
	32/F 32 樓	A	1.197	1.400
		B	0.990	1.165
		C	0.469	0.802
		D	0.533	1.155
		E	1.072	1.330
		F	1.061	1.340
		G	-	0.690
		H	-	0.690
		J	1.261	1.430

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆的總面積表

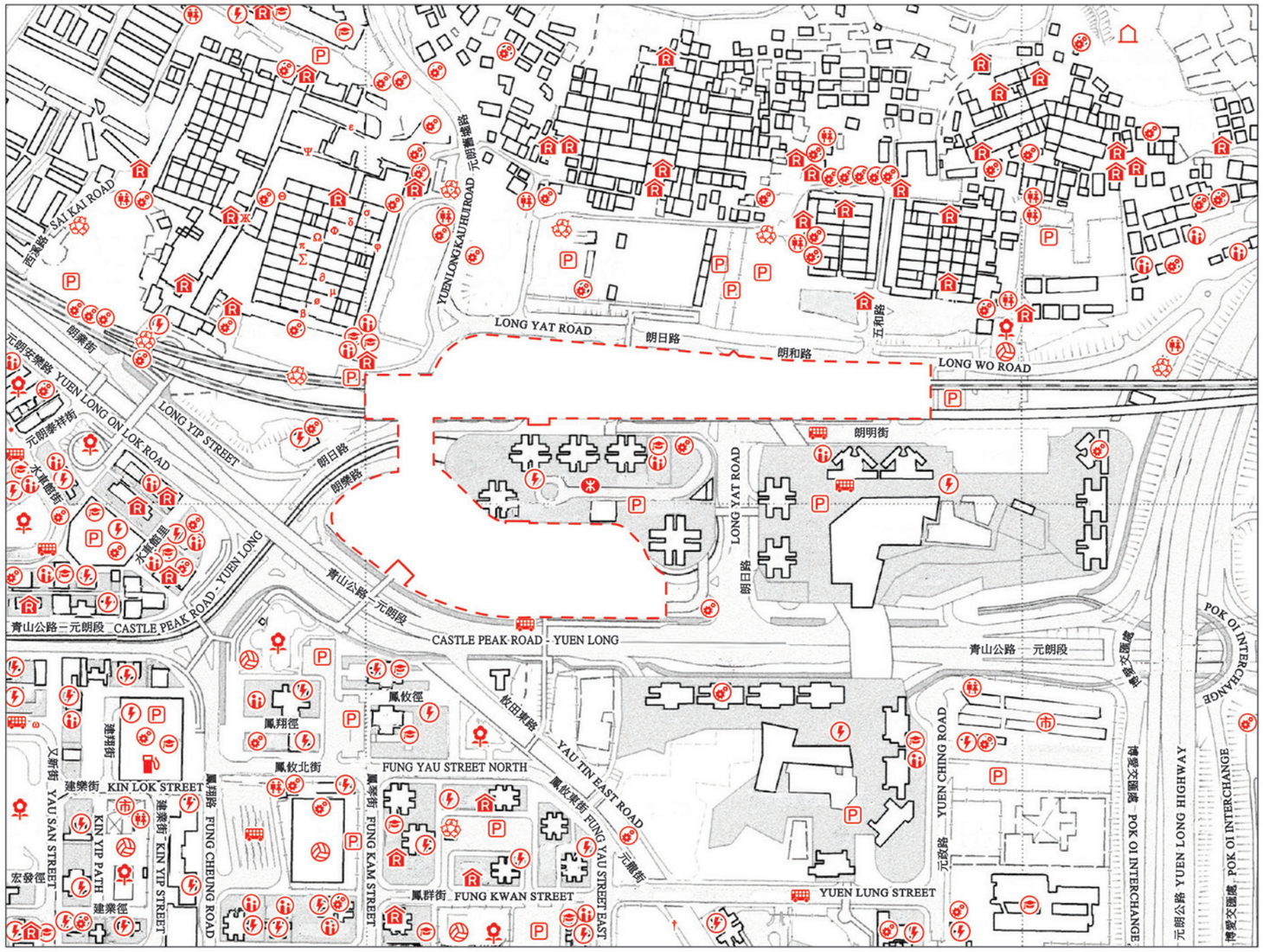
Tower Number 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 5 第 5 座	6/F-12/F, 15/F-23/F and 25/F-30/F 6 樓至 12 樓、15 樓至 23 樓及 25 樓至 30 樓	A	1.024	1.563
		B	0.660	0.375
		C	-	1.215
		D	0.604	-
		E	0.401	0.724
		F	0.634	-
		G	0.304	-
		H	1.193	1.340
	31/F 31 樓	A	1.023	1.563
		B	-	1.195
		C	-	1.215
		D	-	0.765
		E	-	1.259
		F	-	0.770
		G	-	0.405
		H	1.193	1.340

INFORMATION ON PROPERTY MANAGEMENT
物業管理的資料

The Manager appointed under the executed deed of mutual covenant
Under the executed Principal Deed of Mutual Covenant and Management Agreement of the Development, MTR Corporation Limited is the person appointed as the manager of the Development.

根據已簽立的公契獲委任的管理人
根據已簽立的發展項目的主公契及管理協議，香港鐵路有限公司獲委任發展項目的管理人的人。

LOCATION PLAN OF THE DEVELOPMENT
發展項目的所在位置圖



SCALE 比例尺: 100M(米) 0M(米) 200M(米) 400M(米)

Location of the Development
發展項目的位置

Street name(s) not shown in full on the Location Plan of the Development:
於發展項目的所在位置圖未能顯示之街道全名:

† 攸田西路 YAU TIN WEST ROAD
ω 阜財街 FAU TSOI STREET
* 元朗東堤街 YUEN LONG TUNG TAI STREET
ß 南邊圍一里 NAM PIN WAI 1st LANE
ø 南邊圍二里 NAM PIN WAI 2nd LANE
μ 南邊圍三里 NAM PIN WAI 3rd LANE
∂ 南邊圍四里 NAM PIN WAI 4th LANE
∑ 南邊圍五里 NAM PIN WAI 5th LANE
π 南邊圍六里 NAM PIN WAI 6th LANE
Ω 南邊圍七里 NAM PIN WAI 7th LANE
Φ 南邊圍八里 NAM PIN WAI 8th LANE
δ 南邊圍九里 NAM PIN WAI 9th LANE
σ 南邊圍十里 NAM PIN WAI 10th LANE
φ 南邊圍東巷 NAM PIN WAI EASTERN LANE
Θ 南邊圍西巷 NAM PIN WAI WESTERN LANE
ε 酒街 WINE STREET
Ψ 利益街 LEE YICK STREET
Ж 長盛街 CHEUNG SHING STREET
五和路 NG WO ROAD
水車館街 SHUI CHE KWUN STREET
水車館里 SHUI CHE KWUN LANE
元朗泰祥街 YUEN LONG TAI CHEUNG STREET
朗明街 LONG MING STREET
朗樂路 LONG LOK ROAD
鳳攸徑 FUNG YAU PATH
鳳翔徑 FUNG CHEUNG PATH
建翔街 KIN CHEUNG STREET
宏發徑 WANG FAT PATH

N (北)

The Location Plan is prepared by the Vendor with reference to the Survey Sheet (Series HP5C) Sheet No. 6-NW-B dated 8th August 2025 from Survey and Mapping Office of the Lands Department with adjustments where necessary.

此位置圖是參考於2025年8月8日出版之地政總署測繪處之測繪圖(組別編號HP5C)，圖幅編號6-NW-B編製，有需要處經修正處理。

NOTATION 圖例

- Petrol Filling Station 油站
- Power Plant (including Electricity Sub-stations) 發電廠 (包括電力分站)
- Market (including Wet Market and Wholesale Market) 市場 (包括濕貨市場及批發市場)
- Public Carpark (including Lorry Park) 公眾停車場 (包括貨車停泊處)
- Public Convenience 公廁
- Public Transport Terminal (including Rail Station) 公共交通總站 (包括鐵路車站)
- Public Utility Installation 公用事業設施裝置
- Religious Institution (including Church, Temple and Tsz Tong) 宗教場所 (包括教堂、廟宇及祠堂)
- School (including Kindergarten) 學校 (包括幼稚園)
- Social Welfare Facilities (including Elderly Centre and Home for the Mentally Disabled) 社會福利設施 (包括老人中心及弱智人士護理院)
- Sports Facilities (including Sports Ground and Swimming Pool) 體育設施 (包括運動場及游泳池)
- Public Park 公園
- Refuse Collection Point 垃圾收集站
- Cemetery 墳場

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Notes:
1. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
2. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：
1. 賣方建議準買家到有關發展項目地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



Location of the Phase
期數的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E237102C, date of flight: 24th October 2024.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E237102C，飛行日期：2024年10月24日。

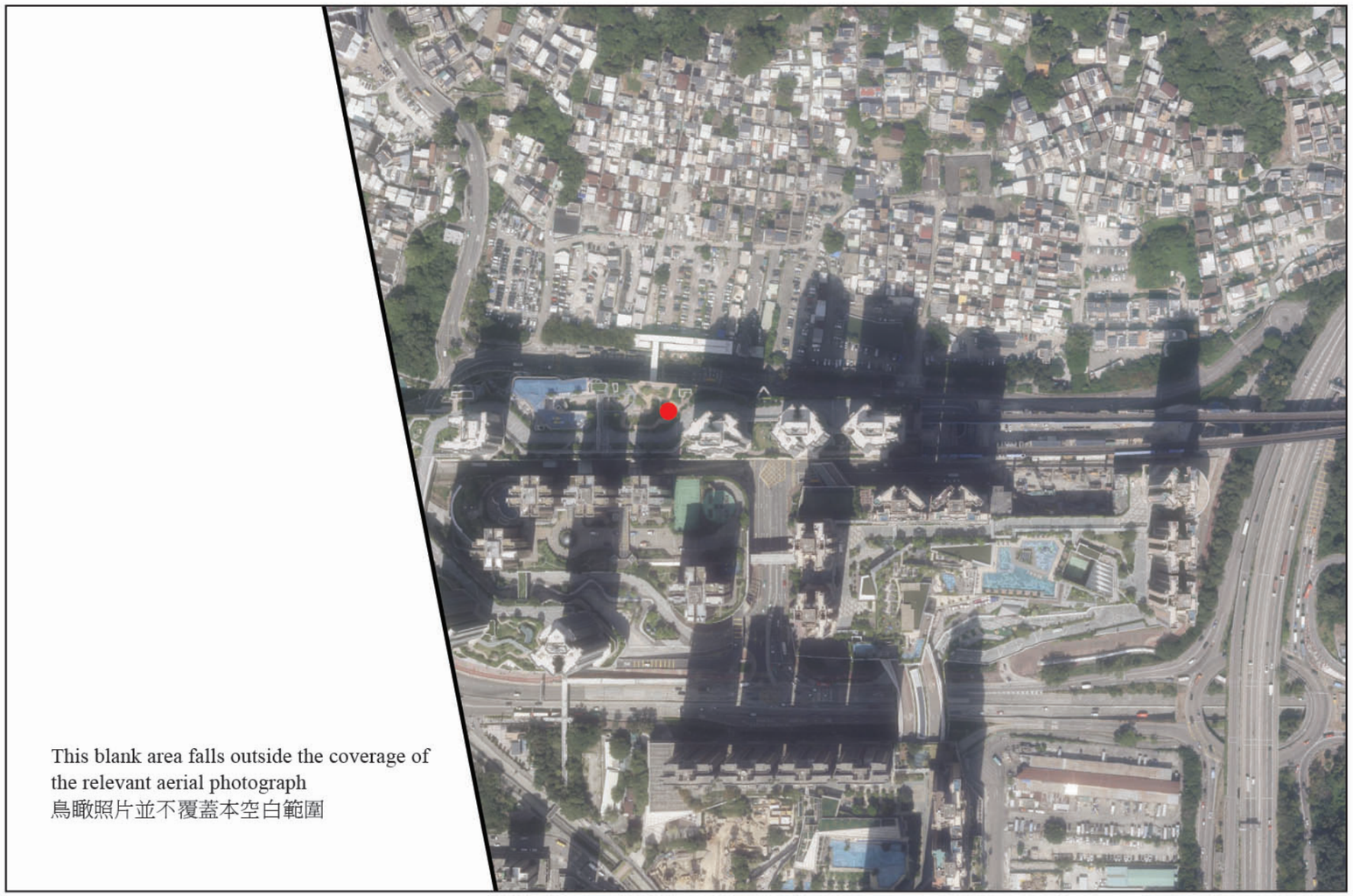
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Notes:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍

Location of the Phase
期數的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E237104C, date of flight: 24th October 2024.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E237104C，飛行日期：2024年10月24日。

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Notes:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

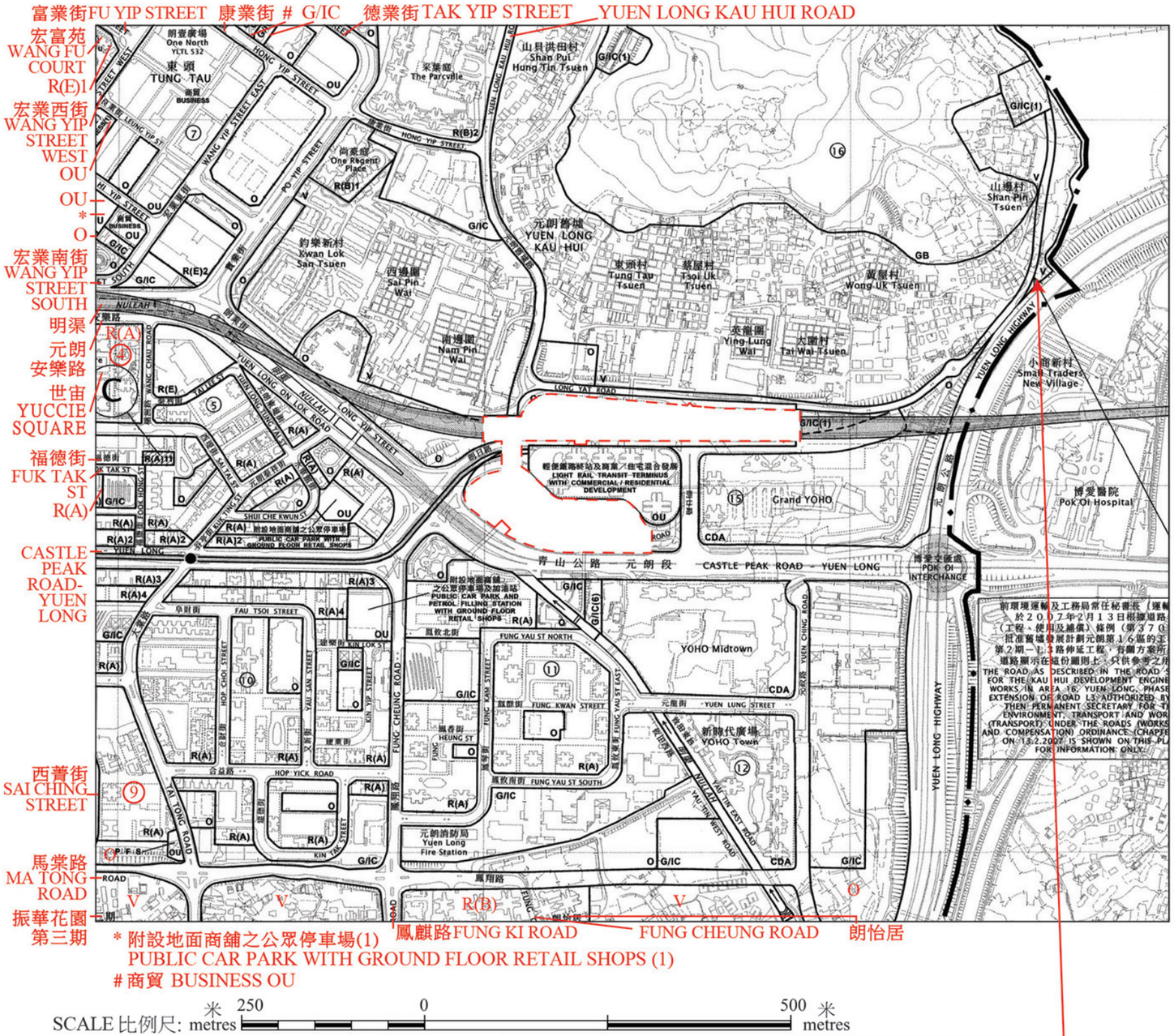
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OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等



AJ01

N (北)

Adopted from part of the Draft Yuen Long Outline Zoning Plan No. S/YL/28 gazetted on 11th July 2025, with adjustments where necessary as shown in red.
摘錄自2025年7月11日刊憲之元朗分區計劃大綱草圖，圖則編號為S/YL/28，有需要處經修正處理，以紅色顯示。

NOTATION 圖例

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

COMMUNICATIONS		交通
RAILWAY AND STATION (ELEVATION)	車站 STATION	鐵路及車站(高架)
LIGHT RAIL AND STOP		輕鐵及車站
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路

MISCELLANEOUS		其他
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
PLANNING AREA NUMBER	①	規劃區編號
PETROL FILLING STATION	P F S	加油站

核准圖編號S/YL/27的修訂
AMENDMENTS TO APPROVED PLAN No. S/YL/27

AMENDMENTS EXHIBITED UNDER SECTION 5 OF THE TOWN PLANNING ORDINANCE		按照城市規劃條例第5條展示的修訂
AMENDMENT ITEM C		修訂項目C項

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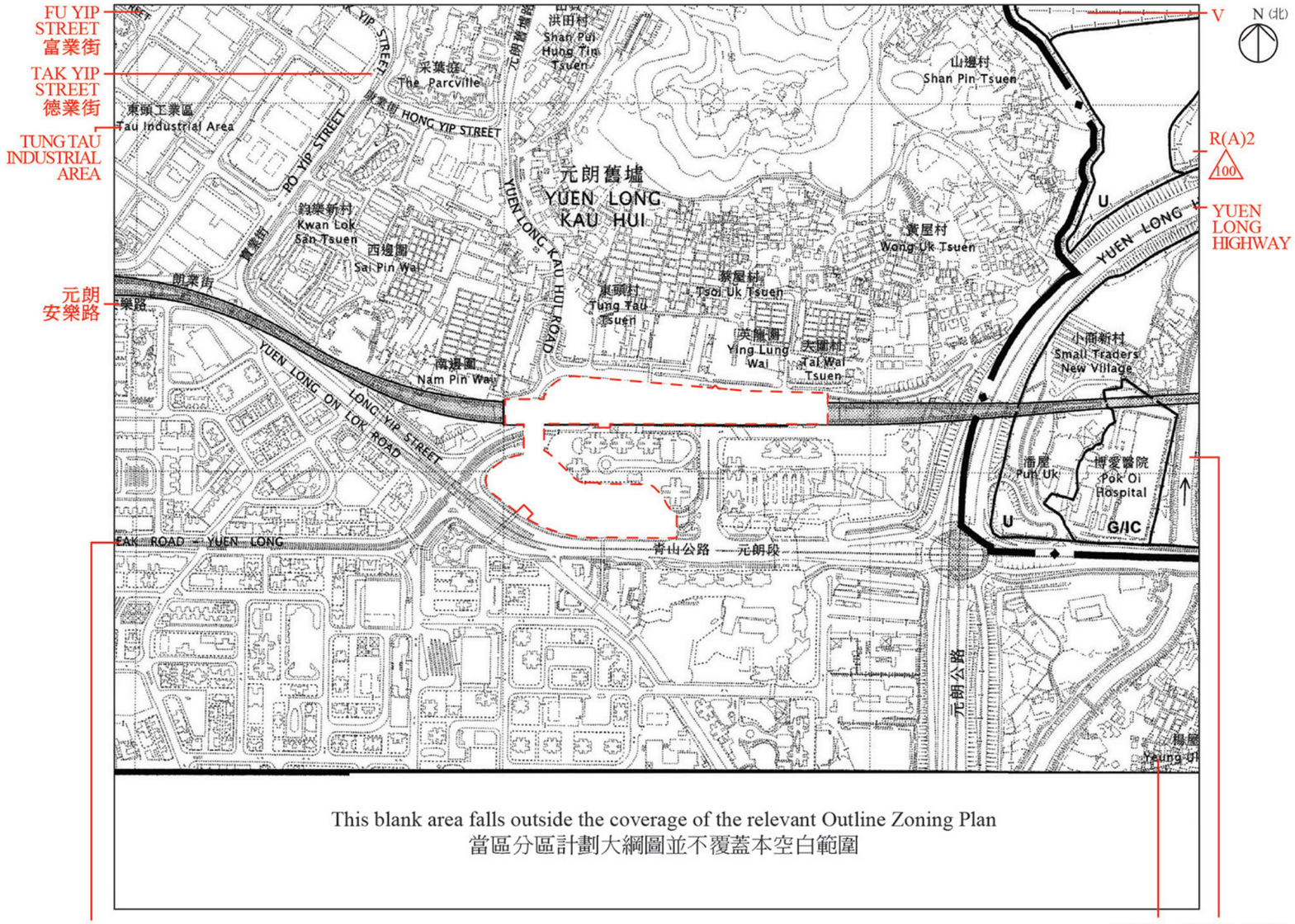
大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署准許複印。

Notes:
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等



SCALE 比例尺: 米 metres 250 0 500 米 metres

Location of the Development
發展項目的位置

Adopted from part of the Draft Nam Sang Wai Outline Zoning Plan No. S/YL-NSW/11 gazetted on 12th September 2025, with adjustments where necessary as shown in red.

摘錄自2025年9月12日刊憲之南生圍分區計劃大綱草圖，圖則編號爲S/YL-NSW/11，有需要處經修正處理，以紅色顯示。

NOTATION 圖例

ZONES		地帶
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
UNDETERMINED	U	未決定用途
VILLAGE TYPE DEVELOPMENT	V	鄉村式發展

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

MISCELLANEOUS		其他
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度(在主水平基準上若干米)

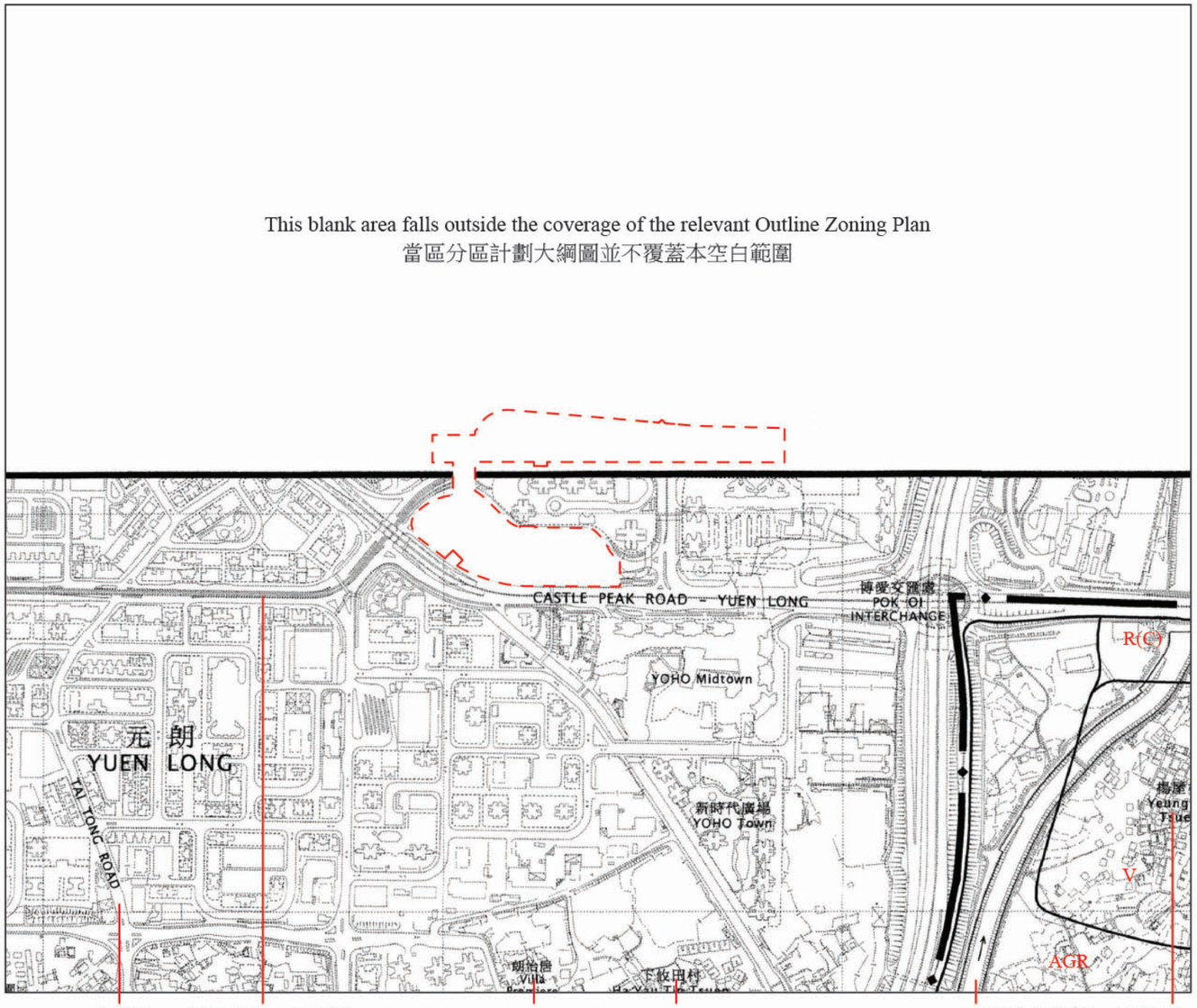
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2. 賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
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OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等



Location of the Development
發展項目的位置

N (北)

Adopted from part of the Approved Tai Tong Outline Zoning Plan No. S/YL-TT/20 gazetted on 15th December 2023, with adjustments where necessary as shown in red.

摘錄自2023年12月15日刊憲之大棠分區計劃大綱核准圖，圖則編號為S/YL-TT/20，有需要處經修正處理，以紅色顯示。

NOTATION 圖例

ZONES		**地帶**
RESIDENTIAL (GROUP C)	R(C)	住宅(丙類)
VILLAGE TYPE DEVELOPEMNT	V	鄉村式發展
AGRICULTURE	AGR	農業
COMMUNICATIONS		**交通**
MAJOR ROAD AND JUNCTION		主要道路及路口
MISCELLANEOUS		**其他**
BOUNDARY OF PLANNING SCHEME		規劃範圍界線

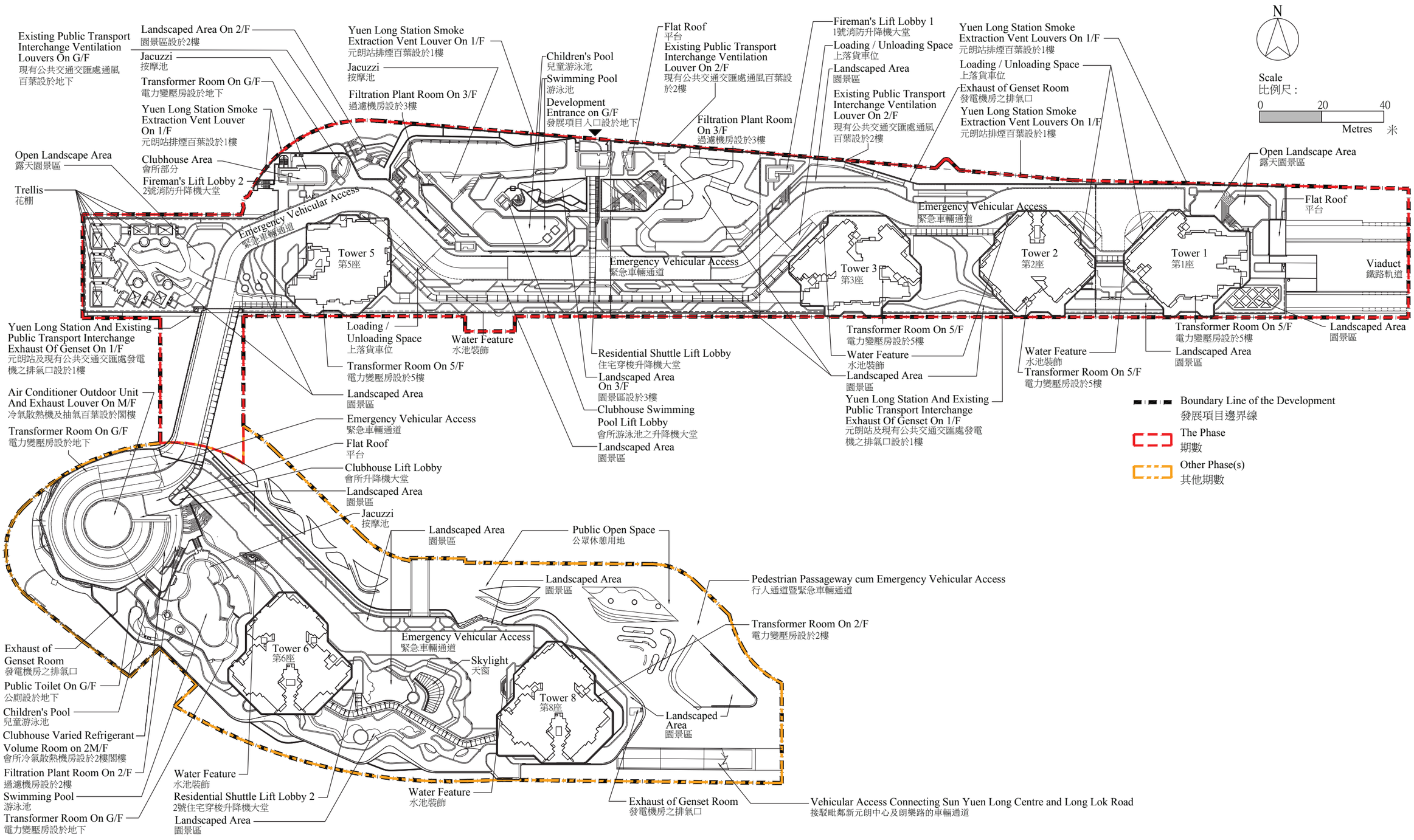
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LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖



AK01

LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖

1. Existing Public Transport Interchange ventilation louvers, smoke extraction vent louvers and exhaust of genset room of Yuen Long Station, water features, recreational facilities at children's pool, transformer room and Jacuzzi forming part of the Development may emit sounds and affect the enjoyment of the residential properties.

2. Floodlights at Outdoor Swimming Pool
   Floodlights will be provided for lighting of the outdoor swimming pool of Phase B of the Development in the evening at the following locations:
   - At the top of 12 lamp poles reaching a height of +37.7 mPD located at the outdoor swimming pool;
   - 8 nos. of floodlights reaching a height of +36.0 mPD mounted at the external wall of the residential shuttle lift lobby adjoining the outdoor swimming pool; and
   - 5 nos. of floodlights reaching a height of +34.5 mPD mounted at the external wall of the swimming pool toilet adjoining the outdoor swimming pool.

   Prospective purchasers please note the impact (if any) of the illumination of the floodlights on individual units.

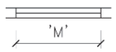
1. 組成發展項目一部分的現有公共交通交匯處通風百葉、元朗站的排煙百葉和發電機房排氣口、水池裝飾、兒童游泳池康樂設施、電力變壓房和按摩池可能釋放聲音及對享用住宅物業造成影響。

2. 室外游泳池之泛光燈
   以下位置將提供泛光燈以供發展項目的第 B 期之室外游泳池的晚間照明：
   - 12 支燈柱之頂部，此等燈柱將設置於室外游泳池，燈柱高度達香港主水平基準以上 37.7 米；
   - 毗鄰室外游泳池之住宅穿梭升降機大堂外牆將設置 8 支泛光燈，懸掛於外牆上，其高度達香港主水平基準以上 36.0 米；及
   - 毗鄰室外游泳池之游泳池洗手間外牆將設置 5 支泛光燈，懸掛於外牆上，其高度達香港主水平基準以上 34.5 米。

   準買家請注意上述泛光燈之燈光對個別單位造成之影響（如有）。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Legend of Terms and Abbreviations used on Floor Plans:
樓面平面圖中所使用名詞及簡稱之圖例：

A/C	=	AIR CONDITIONER PLATFORM 冷氣機平台
A/C ABOVE	=	AIR CONDITIONER PLATFORM ABOVE 冷氣機平台置上
A/C P.	=	AIR CONDITIONER PLINTH 冷氣機台
ACOUSTIC BALCONY	=	減音露台
ACOUSTIC FIN	=	隔聲鰭
ACOUSTIC FIN WITH SOUND ABSORPTION MATERIAL	=	隔聲鰭連吸音物料
ACOUSTIC WINDOW	=	減音窗
A.D.	=	AIR DUCT 氣管道
A.F.	=	ARCHITECTURAL FEATURE 建築裝飾
A.F. ABOVE	=	ARCHITECTURAL FEATURE ABOVE 建築裝飾置上
BAL.	=	BALCONY 露台
BA 1	=	BATHROOM 1 浴室 1
BA 2	=	BATHROOM 2 浴室 2
BR 1	=	BEDROOM 1 睡房 1
BR 2	=	BEDROOM 2 睡房 2
BR 3	=	BEDROOM 3 睡房 3
DN	=	DOWN 落
DIN.	=	DINING ROOM 飯廳
ELV. RM.	=	EXTRA LOW VOLTAGE ROOM 特低壓機電房
EMR	=	ELECTRICAL METER ROOM 電錶房
FIREMAN'S LIFT LOBBY	=	消防員升降機大堂
HR	=	HOSE REEL 消防喉轆
KIT.	=	KITCHEN 廚房
	=	FIXED GLAZING / FIXED GLAZING WITH MAINTENANCE WINDOW (FORMING PART OF THE NOISE MITIGATION MEASURES) 隔音玻璃 / 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

LAV.	=	LAVATORY 洗手間
LIFT	=	升降機
LIV.	=	LIVING ROOM 客廳
MAINTENANCE ROOF (COMMON AREA)	=	維修平台（公用地方）
MBA	=	MASTER BATHROOM 主人浴室
MBR	=	MASTER BEDROOM 主人睡房
OPEN KIT.	=	OPEN KITCHEN 開放式廚房
P.D.	=	PIPE DUCT 管道槽
P.D. RM.	=	PIPE DUCT ROOM 管道槽房
POWDER RM.	=	POWDER ROOM 化妝間
P.W.	=	PIPE WELL 管井
RCAF.	=	REINFORCED CONCRETE ARCHITECTURAL FEATURE 鋼筋混凝土建築裝飾
RCAF. ABOVE	=	REINFORCED CONCRETE ARCHITECTURAL FEATURE ABOVE 鋼筋混凝土建築裝飾置上
RSMRR	=	REFUSE STORAGE AND MATERIAL RECOVERY ROOM 垃圾及物料回收室
ST	=	STORE ROOM 儲物房
UP	=	上
U.P.	=	UTILITY PLATFORM 工作平台
UTIL.	=	UTILITY 工作間
V.D.	=	VENT DUCT 風管
WMC	=	WATER METER CABINET 水錶櫃
 / /	=	WINDOW WITH SLIDING PANEL BEHIND (ACOUSTIC WINDOW(BAFFLE TYPE)) 窗戶連同滑動面板在後（減音窗（擋音式））

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

REMARKS:

1. There may be architectural features and/or exposed pipes on external walls and common flat roof of some floors.
2. Common pipes exposed and/or enclosed in pipe ducts are located at/adjacent to Balcony and/or Flat Roof and/or air conditioner platform and/or external wall of some units.
3. There are ceiling bulkheads at Living Rooms, Dining Rooms, Bedrooms, Corridors, Open Kitchens, Kitchens, Bathrooms, Powder Rooms, Lavatories, Store Rooms and/or Utilities of some units for the air-conditioning system and/or other Mechanical and Electrical services.
4. The ceiling height of some units may vary due to structural, architectural and/or decoration design variations.
5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sinks, water closets, showers, sink counters, etc. are retrieved from the latest approved building plans and are for general indication only.
6. Balconies and Utility Platforms are non-enclosed area.
7. During the necessary maintenance of the external walls of Tower 1, Tower 2, Tower 3 and Tower 5 arranged by Manager of the Phase, the gondola will be operating in the airspace outside windows and above Flat Roof / Roof (if any) of the residential properties in such towers.
8. There are exposed pipes mounted at part of flat roof on 6/F (lowest residential floor) of each tower in the Phase. Only part of the exposed pipes are covered by painted aluminium cover.
9. For some residential properties, the air conditioner platform(s) outside the unit will be placed with outdoor air conditioner unit(s) belonging to that unit and/or other residential units.
10. Noise mitigation measures include acoustic fin(s) (which may affect the views outside the individual residential properties), acoustic fin(s) with sound absorption material, acoustic window(s), fixed glazing/ fixed glazing with maintenance window(s) and acoustic balcony(ies) (collectively the "NMM") applied to selected residential properties of the Phase. Prospective purchasers should refer to the Floor Plans of Residential Properties in the Phase for the location of each NMM. The owners of any residential property with any NMM shall at their own cost and expense keep and maintain such NMM in good repair and substantial repair and condition. No owners shall do or permit any act or thing to be done which may in any way damage or affect the NMM.

附註：

1. 部分樓層外牆及公用平台設有建築裝飾及／或外露喉管。
2. 外露及／或內藏於管道槽的公用喉管位於／鄰近部分單位的露台及／或平台及／或冷氣機平台及／或外牆。
3. 部分單位客廳、飯廳、睡房、走廊、開放式廚房、廚房、浴室、化妝間、洗手間、儲物房及／或工作間之假天花內裝置有冷氣系統及／或其他機電設備。
4. 部分單位之天花高度將會因應結構、建築設計及／或裝修設計上的需要而有差異。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘取自最新的經批准的建築圖則，只作一般性標誌。
6. 露台及工作平台為不可封閉的地方。
7. 在期數管理人安排於第 1 座、第 2 座、第 3 座及第 5 座外牆之必要維修進行期間，吊船將在該等大廈的住宅物業之窗戶外及平台／天台（如有）上之空間運作。
8. 期數內的每座大廈的部分 6 樓平台（最低住宅樓層）上裝設有外露喉管，只有部分外露喉管能被油漆鋁蓋所覆蓋。
9. 部分住宅物業外的冷氣機平台將會放置屬於其單位及／或其他住宅單位的一部或多部冷氣室外機。
10. 噪音緩解措施包括適用於期數的個別住宅物業的隔聲鰭（隔聲鰭或會對個別住宅物業對外之景觀造成影響）、隔聲鰭連吸音物料、減音窗 、隔音玻璃／隔音玻璃連維修窗戶和減音露台（統稱「噪音緩解措施」）。準買家應參閱期數的住宅物業的樓面平面圖以了解各噪音緩解措施的位置。設有噪音緩解措施的任何住宅物業之業主須自費保養和維修該等噪音緩解措施，以保持其修繕妥當及狀況良好。任何業主不得作出或允許作出可能以任何方式損害或影響噪音緩解措施的行為或事情。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 1 6/F Floor Plan

第 1 座 6樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 1
第 1 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 1** **第 1 座**	6/F 6 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150	150	125, 150	150	150	150, 175	150	150	150, 175

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

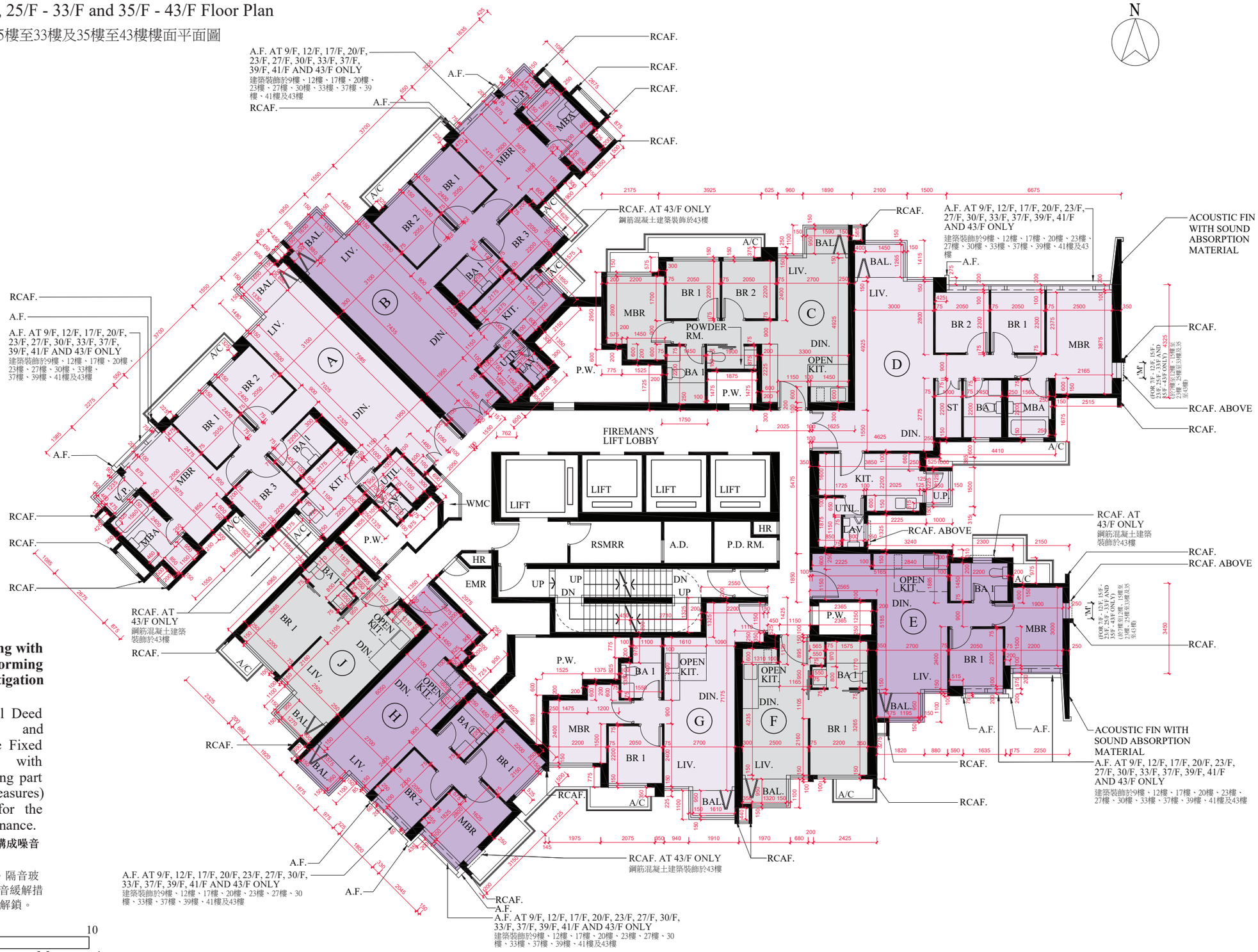
Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。
開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 1 7/F - 12/F, 15/F -23/F, 25/F - 33/F and 35/F - 43/F Floor Plan

第 1 座 7樓至12樓、15樓至23樓、25樓至33樓及35樓至43樓樓面平面圖



'M' Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

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Scale
比例尺 : 0 1 2 3 4 5 10
Metres 米

Tower 1
第 1 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) 層與層之間的高度（毫米）	**Tower 1 第 1 座**	7/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 7 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) 樓板（不包括灰泥）的厚度（毫米）		7/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 7 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	150	150	125, 150	150	150	150, 175	150	150	150, 175

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

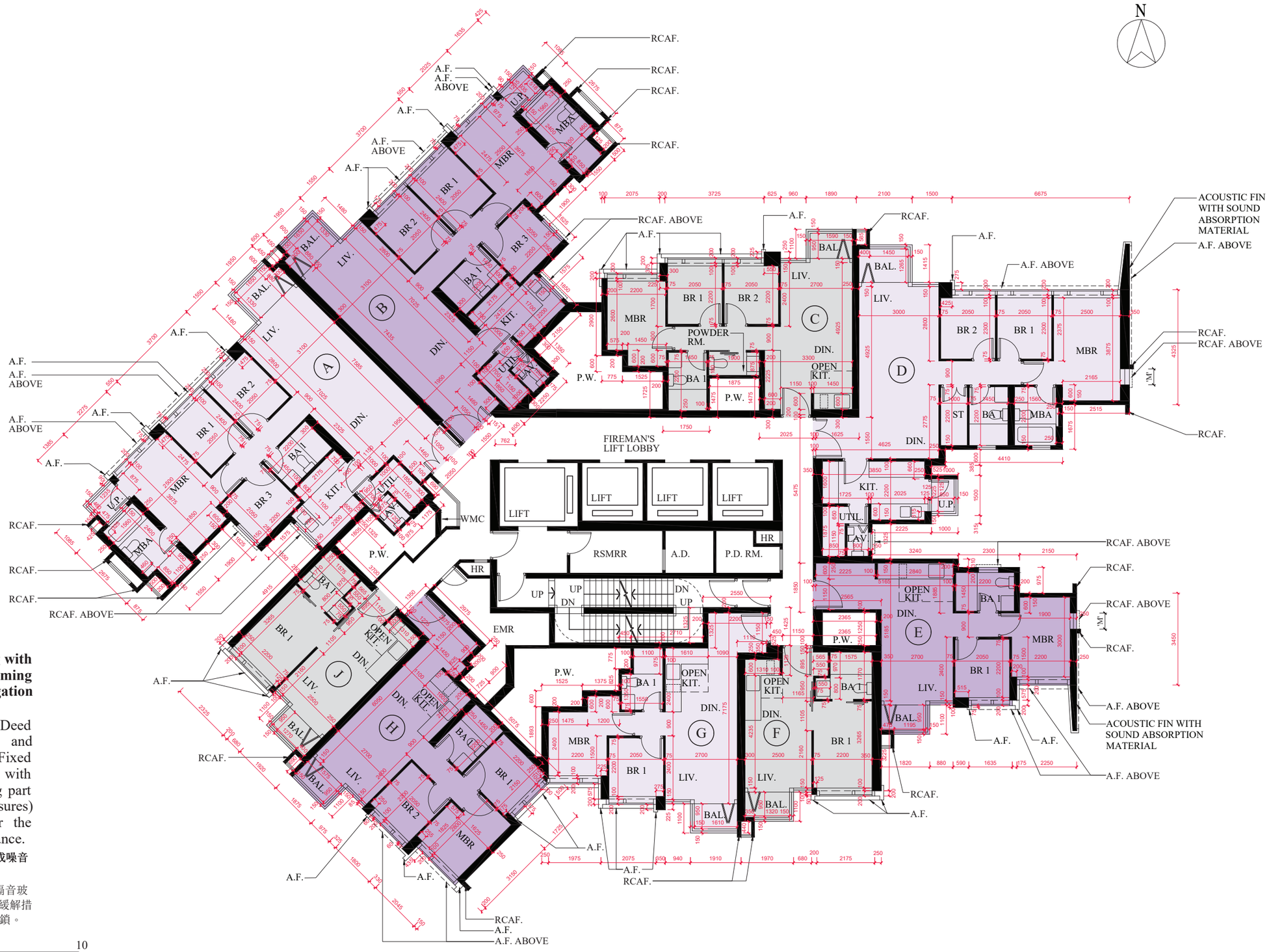
Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。
開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 1 45/F Floor Plan

第 1 座 45樓樓面平面圖



'M'

Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺 : 0 1 2 3 4 5 10
Metres 米

Tower 1
第 1 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 1** **第 1 座**	45/F 45 樓	3000, 3100, 3300	3000, 3100, 3300	3000, 3100, 3300	3000, 3100, 3300	3000, 3100, 3300	3000, 3100, 3300	3000, 3300	3000, 3300	3000, 3100, 3300
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		45/F 45 樓	150	150	150	150	150	150, 175	150	150	150, 175

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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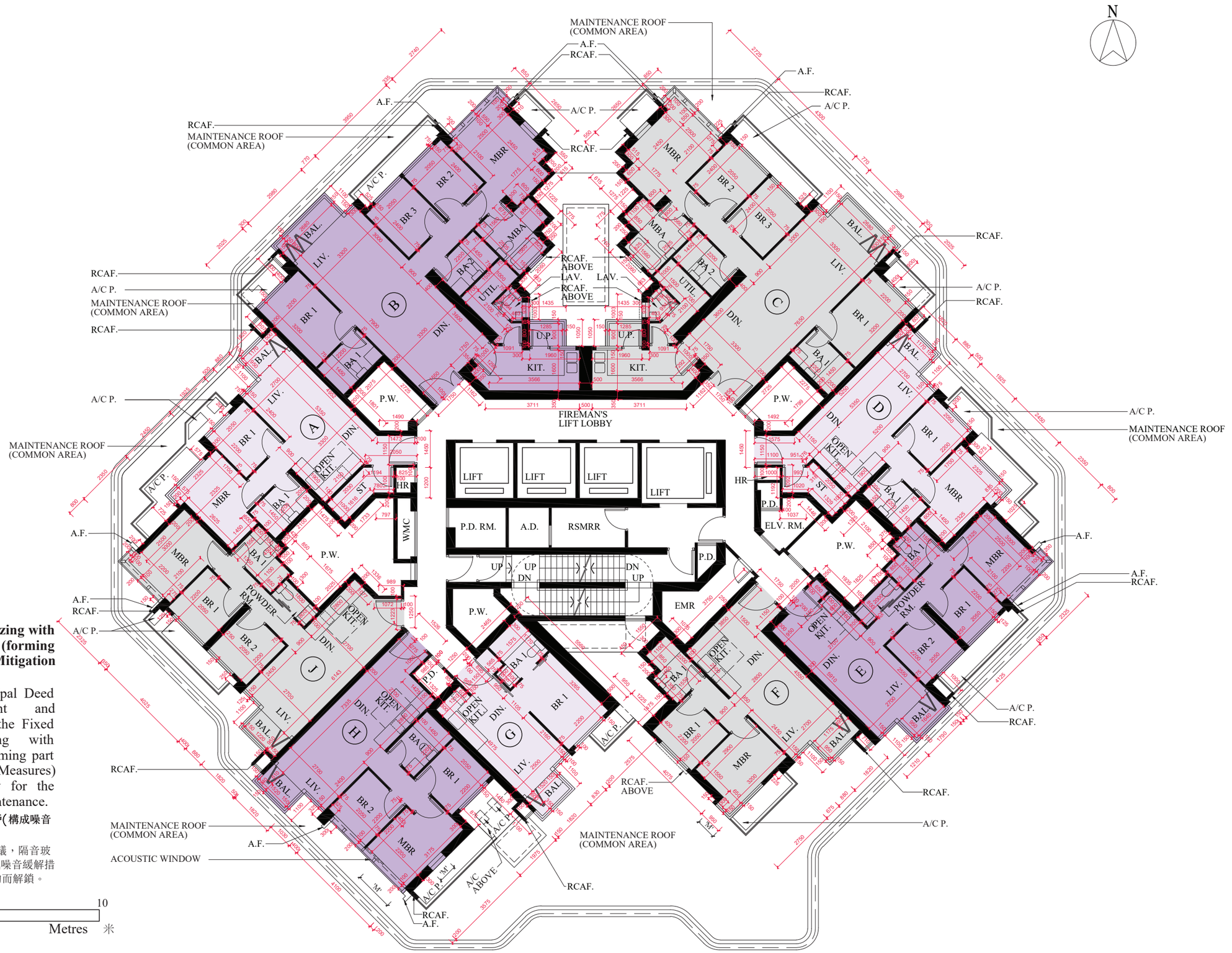
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 6/F Floor Plan
第 2 座 6樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

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Tower 2
第 2 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 2** **第 2 座**	6/F 6 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150	150	150	150	150	150	150, 175	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
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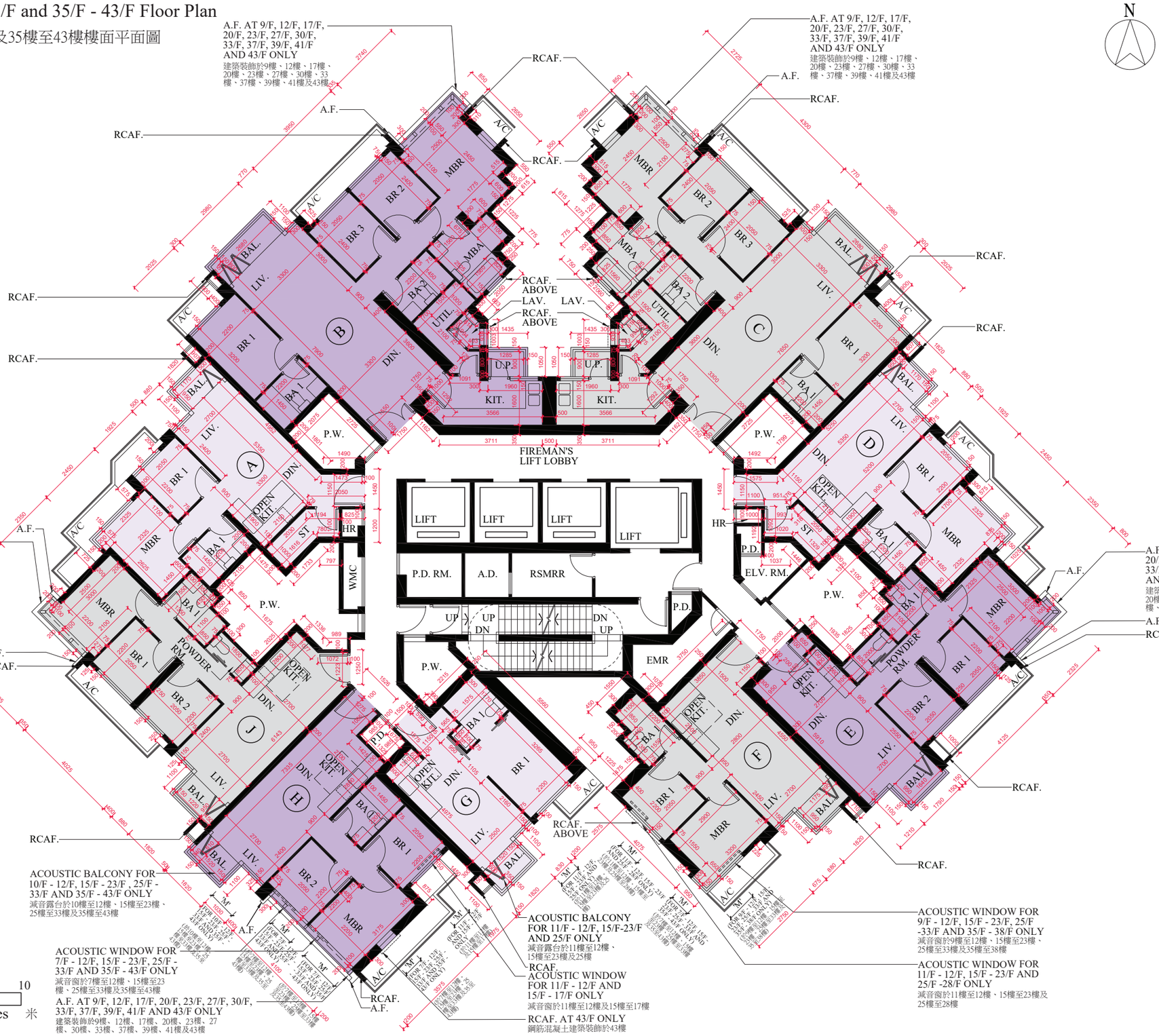
Extent of open kitchen area

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開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 7/F - 12/F, 15/F -23/F, 25/F - 33/F and 35/F - 43/F Floor Plan
第 2 座 7樓至12樓、15樓至23樓、25樓至33樓及35樓至43樓樓面平面圖



AL11

Tower 2
第 2 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 2** **第 2 座**	7/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 7 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		7/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-43/F 7 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	150	150	150	150	150	150	150, 175	150	150

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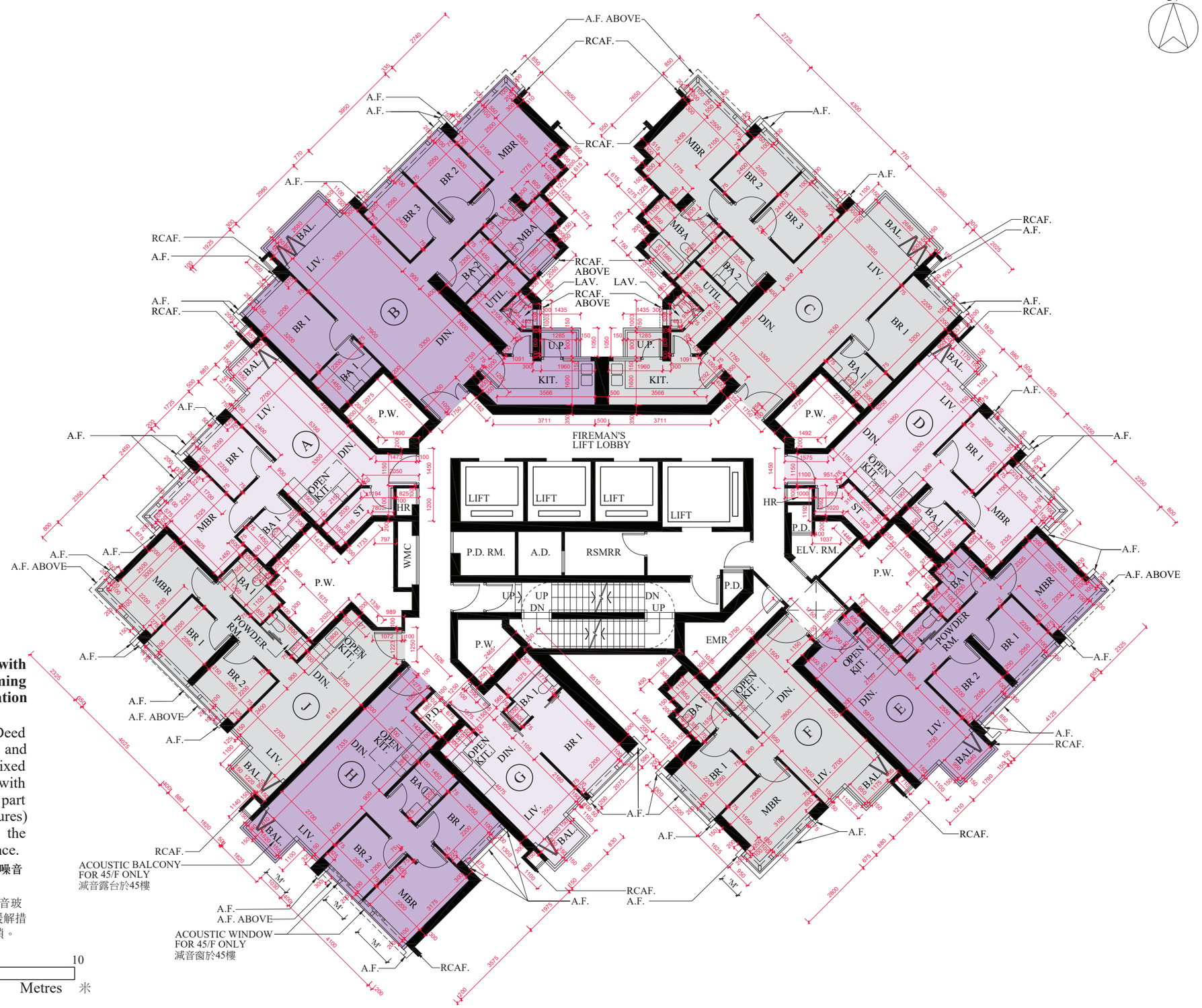
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 45/F Floor Plan
第 2 座 45樓樓面平面圖



Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

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Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 2
第 2 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 2** **第 2 座**	45/F 45 樓	3000, 3100, 3300	3000, 3100, 3300, 3350	3000, 3100, 3300, 3350	3000, 3100, 3300	3000, 3300	3000, 3100, 3300	3000, 3100, 3300	3000, 3300, 3350	3000, 3300
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		45/F 45 樓	150	150	150	150	150	150	150, 175	150	150

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Extent of open kitchen area

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開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 3 6/F Floor Plan

第 3 座 6樓樓面平面圖



'M'

Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

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Scale
比例尺：0 1 2 3 4 5 10
Metres 米

Tower 3
第 3 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 3** **第 3 座**	6/F 6 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150	150	150	150	125, 150	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
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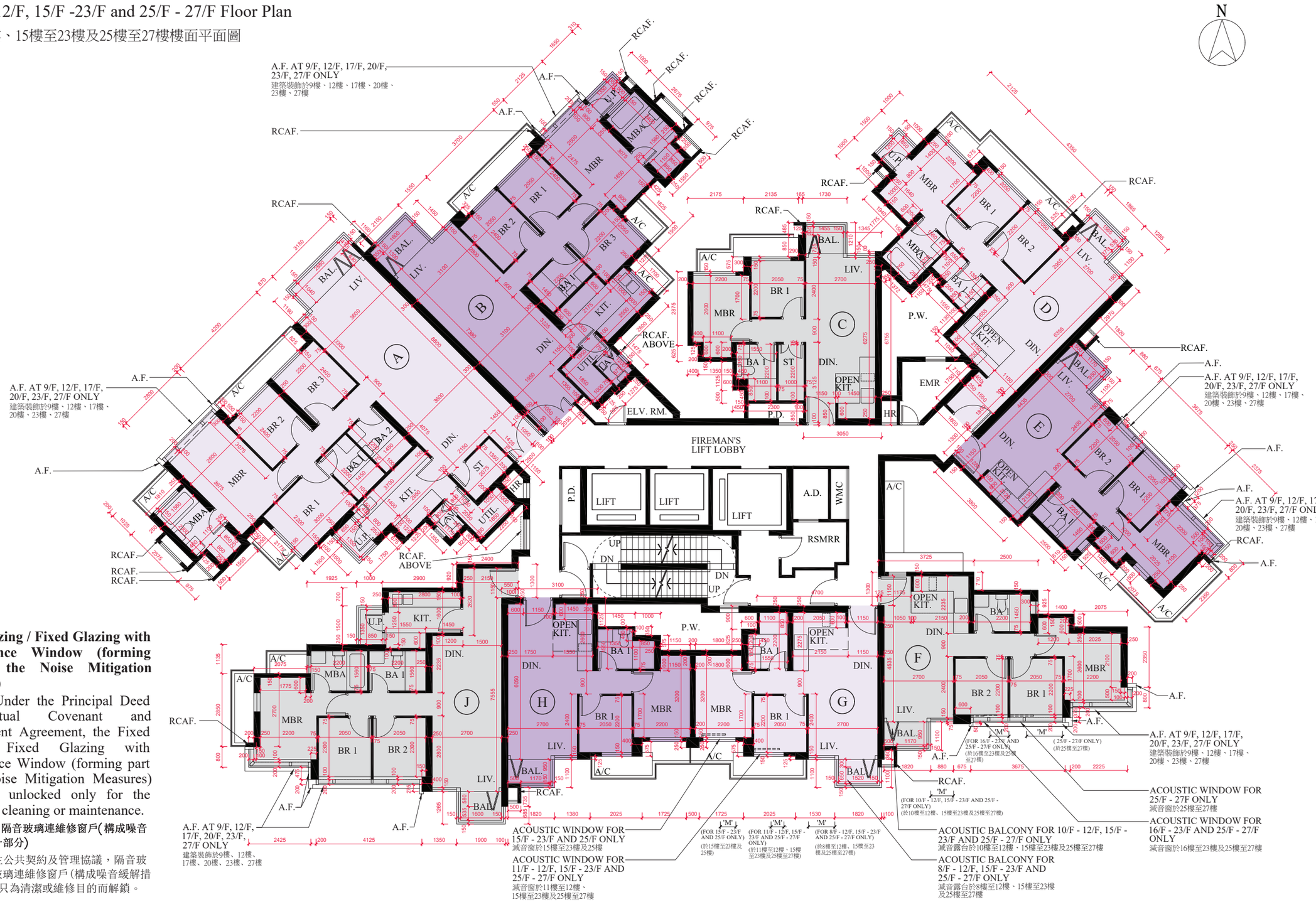
Extent of open kitchen area

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開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 3 7/F - 12/F, 15/F -23/F and 25/F - 27/F Floor Plan
第 3 座 7樓至12樓、15樓至23樓及25樓至27樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

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Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 3
第 3 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) 層與層之間的高度（毫米）	**Tower 3 第 3 座**	7/F-12/F, 15/F-23/F and 25/F-27/F 7 樓至 12 樓、15 樓至 23 樓、 及 25 樓至 27 樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) 樓板（不包括灰泥）的 厚度（毫米）		7/F-12/F, 15/F-23/F and 25/F-27/F 7 樓至 12 樓、15 樓至 23 樓、 及 25 樓至 27 樓	150	150	150	150	125, 150	150	150	150	150

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備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。
開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 3 28/F Floor Plan
第 3 座 28樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 3
第 3 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 3** **第 3 座**	28/F 28 樓	3300	3300	3300	3300	3300	3300	3300	3300	3300
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		28/F 28 樓	150	150	150	150	125, 150	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 3 29/F - 31/F Floor Plan
第 3 座 29樓至31樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 3
第 3 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) 層與層之間的高度（毫米）	**Tower 3 第 3 座**	29/F-31/F 29 樓至 31 樓	3300	3300	3300	3300	3300	3300	3300	3300	3300
Thickness of Floor Slab (excluding plaster) (mm) 樓板（不包括灰泥）的厚度（毫米）		29/F-31/F 29 樓至 31 樓	150	150	150	150	125, 150	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 3 32/F Floor Plan
第 3 座 32樓樓面平面圖



'M'

Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 / 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 / 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺：0 1 2 3 4 5 10
Metres 米

Tower 3
第 3 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 3** **第 3 座**	32/F 32 樓	3300, 3400, 3600, 3650	3300, 3400, 3600	3300, 3600	3300, 3400, 3600	3300, 3400, 3600	3300, 3400, 3600	3300, 3600	3300, 3600	3300, 3400, 3600, 3650
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		32/F 32 樓	150	150	150	150	150	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

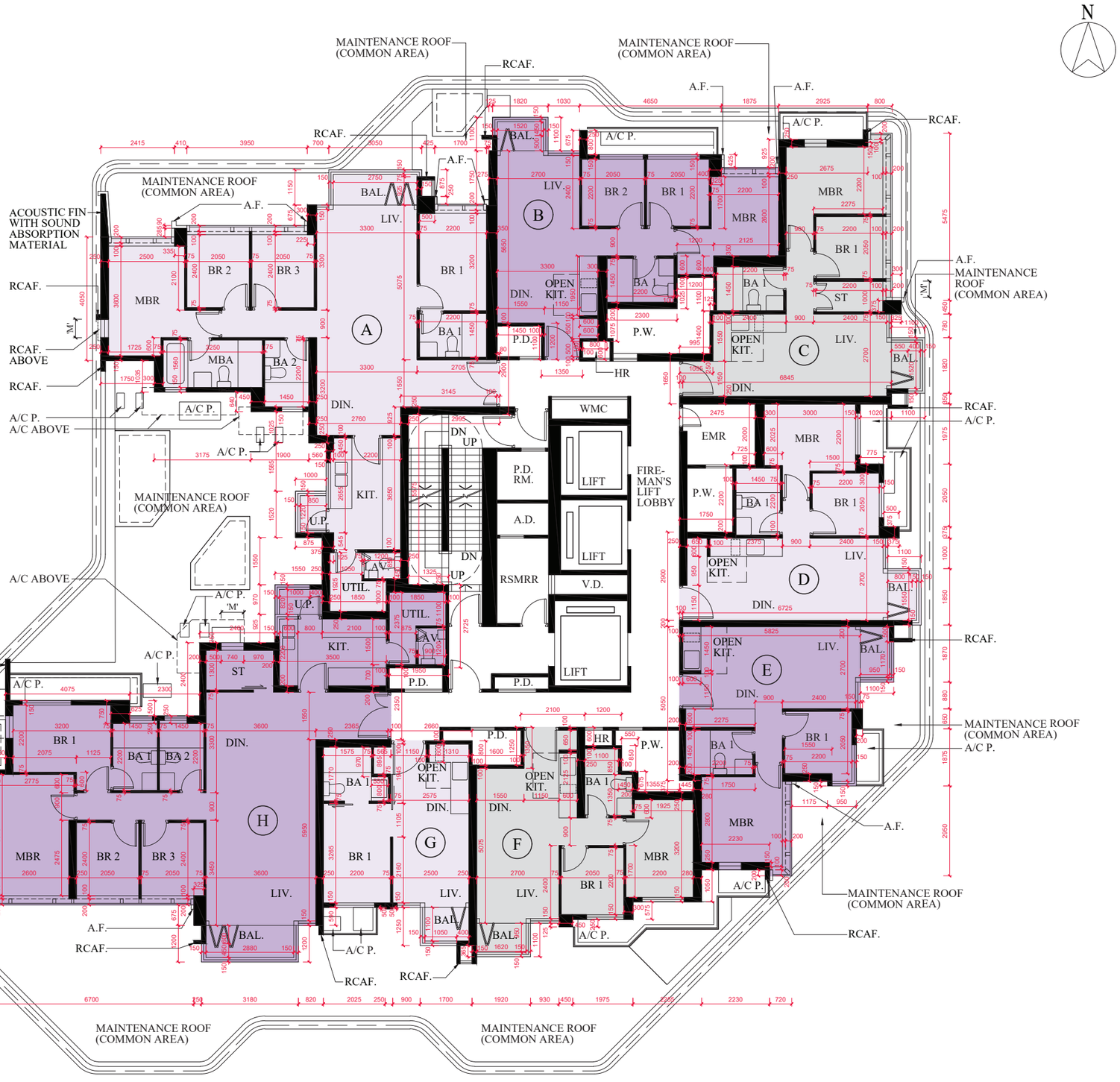
備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 5 6/F Floor Plan

第 5 座 6樓樓面平面圖



'M' Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺：0 1 2 3 4 5 10
Metres 米

Tower 5
第 5 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 5** **第 5 座**	6/F 6 樓	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150	150	150	150	150, 175	150	150, 175	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

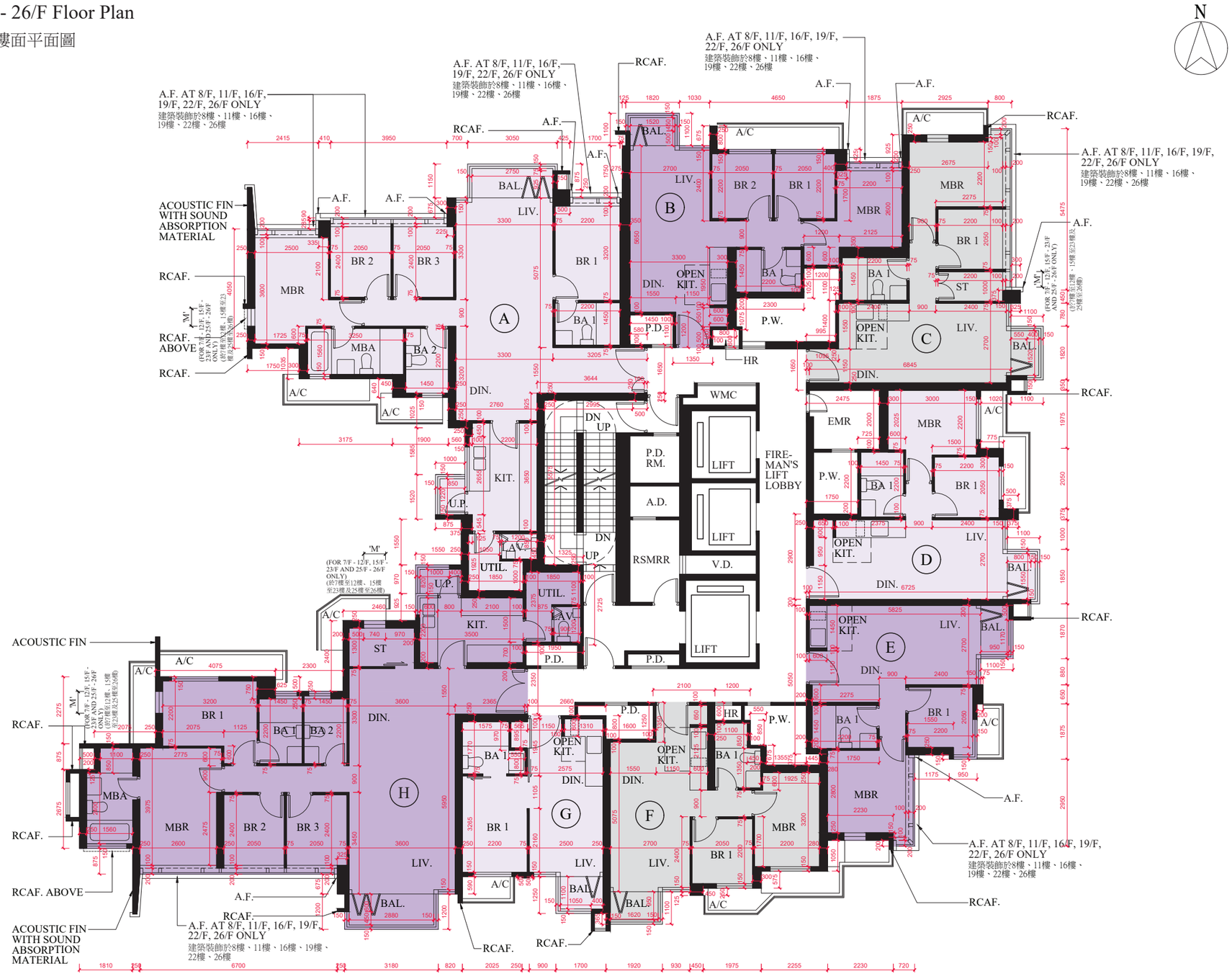
備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 5 7/F - 12/F, 15/F -23/F and 25/F - 26/F Floor Plan

第 5 座 7樓至12樓、15樓至23樓及25樓至26樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺：0 1 2 3 4 5 10
Metres 米

Tower 5
第 5 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 5** **第 5 座**	7/F-12/F, 15/F-23/F and 25/F-26/F 7 樓至 12 樓、15 樓至 23 樓、 及 25 樓至 26 樓	3000	3000	3000	3000	3000	3000	3000	3000
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		7/F-12/F, 15/F-23/F and 25/F-26/F 7 樓至 12 樓、15 樓至 23 樓、 及 25 樓至 26 樓	150	150	150	150	150, 175	150	150, 175	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
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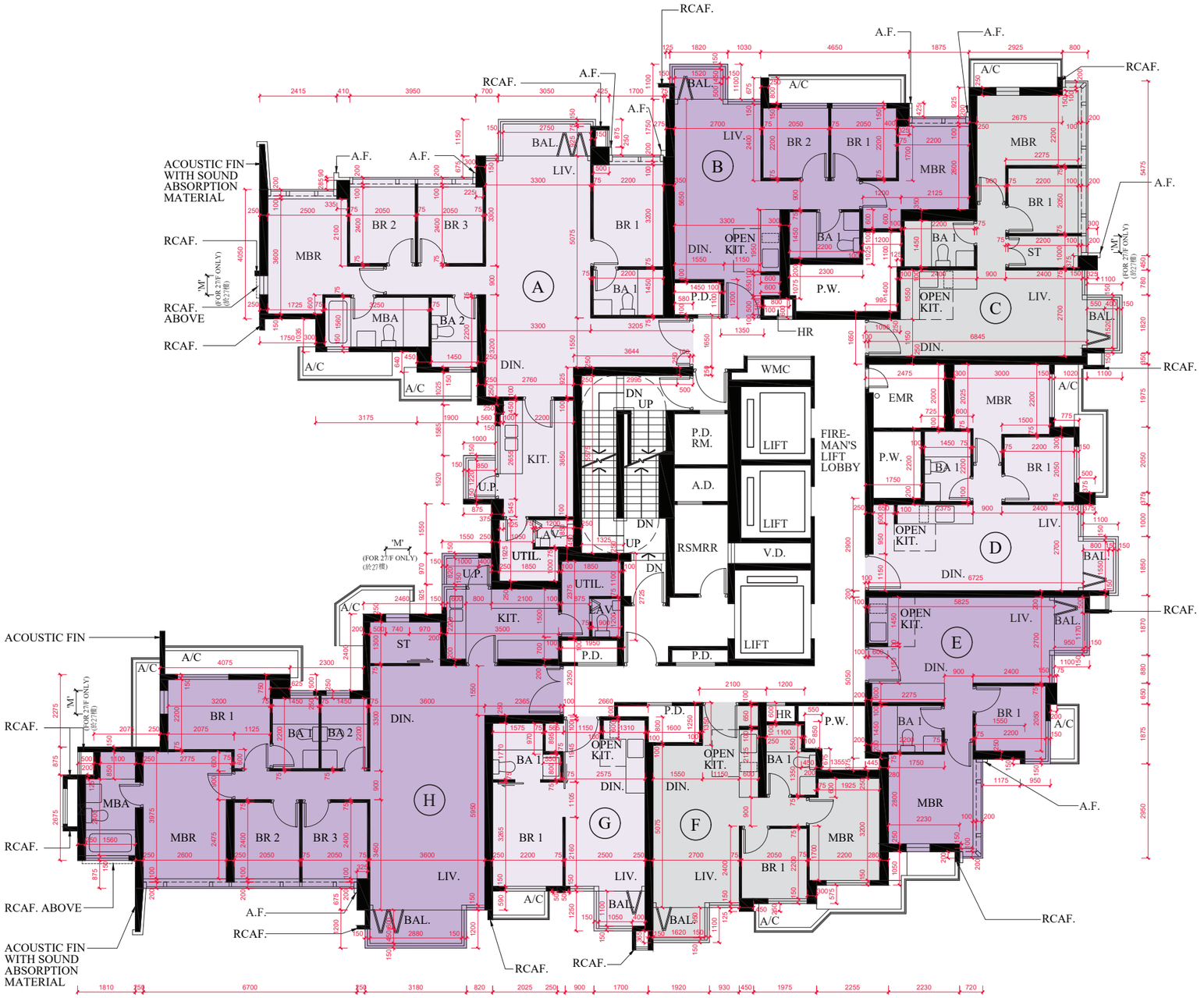
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Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

Tower 5 27/F Floor Plan
第 5 座 27樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 / 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 / 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 5
第 5 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 5** **第 5 座**	27/F 27 樓	3300	3300	3300	3300	3300	3300	3300	3300
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		27/F 27 樓	150	150	150	150	150, 175	150	150, 175	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

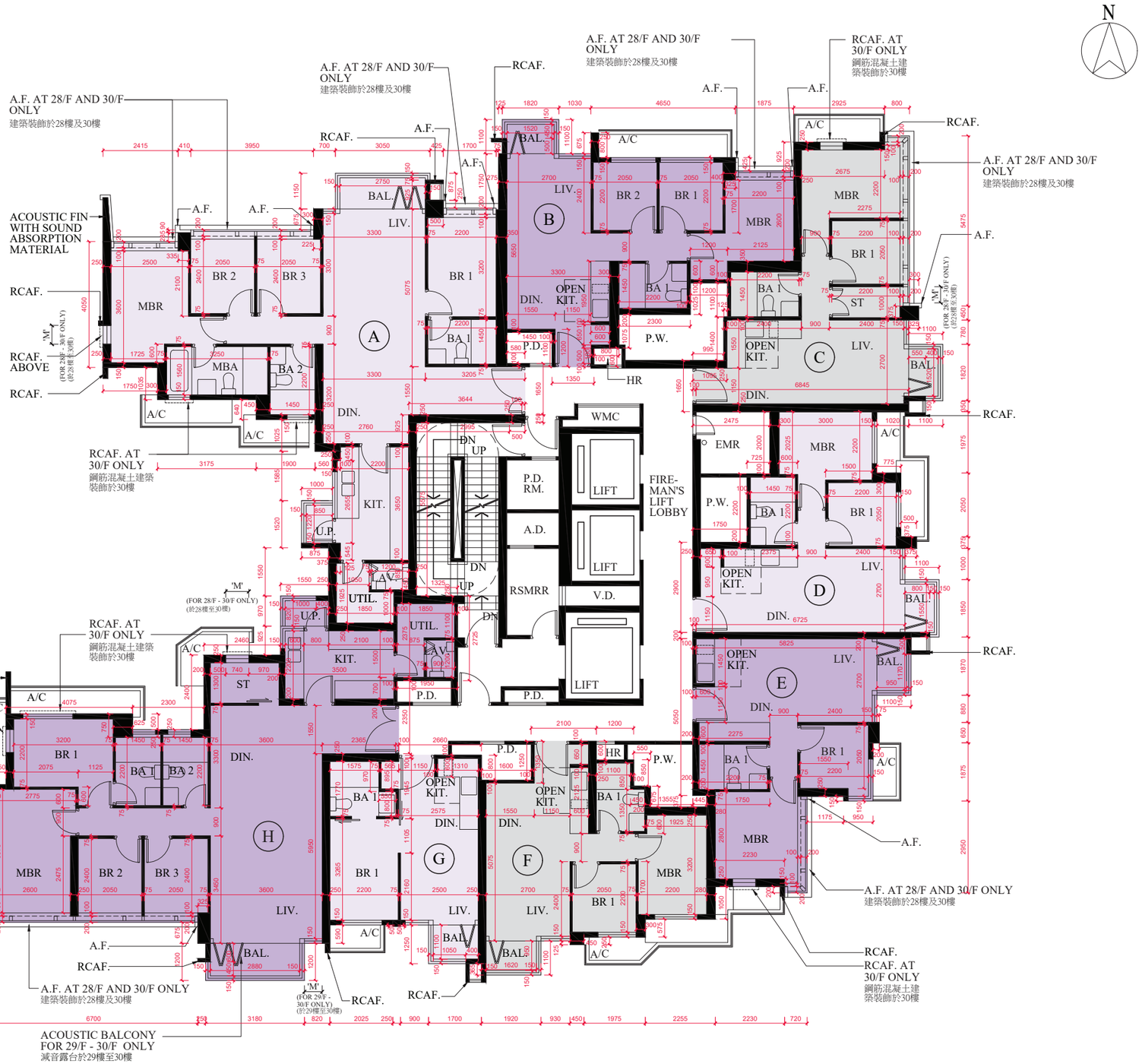
Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 5 28/F - 30/F Floor Plan
第 5 座 28樓至30樓樓面平面圖



'M' Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

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附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺：0 1 2 3 4 5 10
Metres 米

Tower 5
第 5 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 5** **第 5 座**	28/F-30/F 28 樓至 30 樓	3300	3300	3300	3300	3300	3300	3300	3300
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		28/F-30/F 28 樓至 30 樓	150	150	150	150	150, 175	150	150, 175	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
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Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

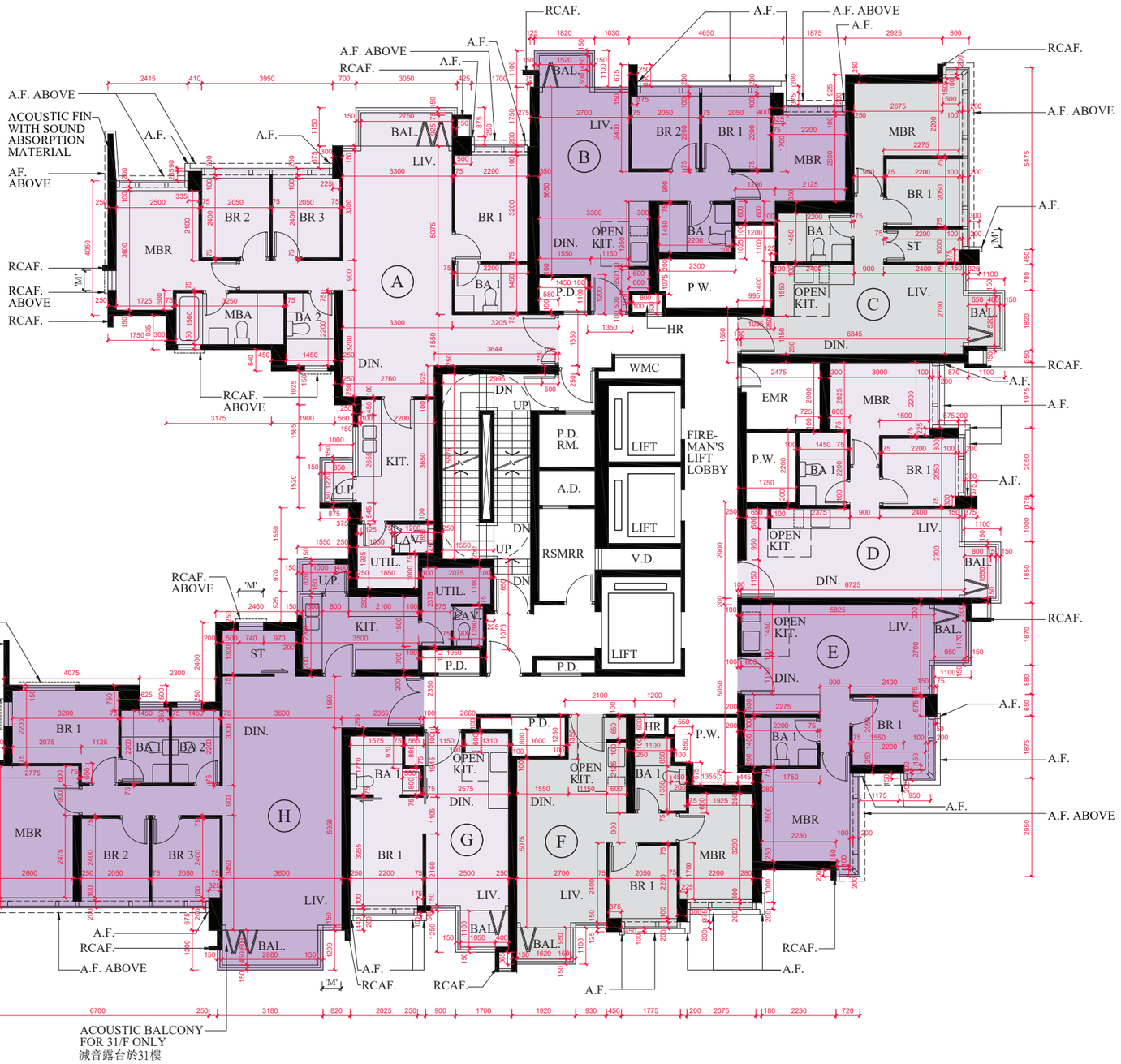
備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 5 31/F Floor Plan

第 5 座 31樓樓面平面圖



'M' **Fixed Glazing / Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures)**

Remark: Under the Principal Deed of Mutual Covenant and Management Agreement, the Fixed Glazing/ Fixed Glazing with Maintenance Window (forming part of the Noise Mitigation Measures) should be unlocked only for the purpose of cleaning or maintenance.

隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)

附註：根據主公共契約及管理協議，隔音玻璃 ／ 隔音玻璃連維修窗戶(構成噪音緩解措施的一部分)只為清潔或維修目的而解鎖。

Scale
比例尺： 0 1 2 3 4 5 10
Metres 米

Tower 5
第 5 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 5** **第 5 座**	31/F 31 樓	3300, 3400, 3600	3300, 3400, 3600	3300, 3400, 3600	3300, 3600	3300, 3600	3300, 3600	3300, 3600, 3625	3300, 3400, 3600
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		31/F 31 樓	150	150	150	150	150, 175	150	150, 175	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to page AL01- page AL02 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁 – AL02 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: Dotted line in the format shown below delineates the extent of open kitchen area (if any) in a residential unit.

Extent of open kitchen area

備註 3：以下格式之虛線勾劃代表住宅單位內的開放式廚房範圍(如有) 。

開放式廚房範圍

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第 1 座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-43/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	A	86.093 (927) Balcony 露台 : 3.195 (34) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	86.822 (935) Balcony 露台 : 3.195 (34) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	49.832 (536) Balcony 露台 : 2.066 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	81.030 (872) Balcony 露台 : 3.007 (32) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	43.131 (464) Balcony 露台 : 2.195 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	30.225 (325) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	42.586 (458) Balcony 露台 : 2.101 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	49.243 (530) Balcony 露台 : 2.052 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	30.318 (326) Balcony 露台 : 2.139 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:
1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F, 24/F, 34/F and 44/F are omitted.

住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓、24 樓、34 樓及 44 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第 1 座	45/F 45 樓	A	86.648 (933) Balcony 露台 : 3.195 (34) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	87.377 (941) Balcony 露台 : 3.195 (34) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	50.687 (546) Balcony 露台 : 2.066 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	81.030 (872) Balcony 露台 : 3.007 (32) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	43.131 (464) Balcony 露台 : 2.195 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	30.538 (329) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	43.162 (465) Balcony 露台 : 2.101 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	49.521 (533) Balcony 露台 : 2.052 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	30.635 (330) Balcony 露台 : 2.139 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓、24 樓、34 樓及 44 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）								
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第 2 座	6/F 6 樓	A	44.342 (477) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	96.307 (1037) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	96.255 (1036) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	45.208 (487) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	49.958 (538) Balcony 露台 : 2.265 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	42.658 (459) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	31.539 (339) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	47.408 (510) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	49.976 (538) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓、24 樓、34 樓及 44 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第 2 座	7/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-43/F 7 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及 35 樓至 43 樓	A	44.342 (477) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	96.307 (1037) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	96.255 (1036) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	45.208 (487) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	49.958 (538) Balcony 露台 : 2.265 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	42.658 (459) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	32.374 (348) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	47.408 (510) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	49.976 (538) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓、24 樓、34 樓及 44 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）								
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第 2 座	45/F 45 樓	A	45.007 (484) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	97.183 (1046) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	97.111 (1045) Balcony 露台 : 3.338 (36) Utility Platform 工作平台 : 1.507 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	45.859 (494) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	50.525 (544) Balcony 露台 : 2.189 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	43.426 (467) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	32.657 (352) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	47.727 (514) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	50.574 (544) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F, 24/F, 34/F and 44/F are omitted.

住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓、24 樓、34 樓及 44 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第 3 座	6/F-12/F, 15/F-23/F & 25/F-31/F 6 樓至 12 樓、15 樓至 23 樓及 25 樓至 31 樓	A	107.716 (1159) Balcony 露台 : 3.784 (41) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	86.215 (928) Balcony 露台 : 3.262 (35) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	43.626 (470) Balcony 露台 : 2.213 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	60.023 (646) Balcony 露台 : 2.052 (22) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	48.727 (524) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	48.835 (526) Balcony 露台 : 2.139 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	40.426 (435) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	40.979 (441) Balcony 露台 : 2.140 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	67.480 (726) Balcony 露台 : 2.461 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:
1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F and 24/F are omitted.

住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓及 24 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）								
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第 3 座	32/F 32 樓	A	108.346 (1166) Balcony 露台 : 3.784 (41) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		B	86.770 (934) Balcony 露台 : 3.262 (35) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		C	44.213 (476) Balcony 露台 : 2.213 (24) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		D	60.854 (655) Balcony 露台 : 2.052 (22) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		E	48.727 (524) Balcony 露台 : 2.167 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		F	48.835 (526) Balcony 露台 : 2.139 (23) Utility Platform 工作平台 :- Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		G	40.928 (441) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		H	41.482 (447) Balcony 露台 : 2.140 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		J	67.480 (726) Balcony 露台 : 2.461 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:
1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F and 24/F are omitted.

住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓及 24 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第 5 座	6/F 6 樓	A	100.659 (1083) Balcony 露台 : 3.624 (39) Utility Platform 工作平台 : 1.501 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	49.357 (531) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	45.654 (491) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	40.903 (440) Balcony 露台 : 2.025 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	41.892 (451) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	40.281 (434) Balcony 露台 : 2.094 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	29.410 (317) Balcony 露台 : 2.156 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	109.427 (1178) Balcony 露台 : 3.816 (41) Utility Platform 工作平台 : 1.625 (17) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

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1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓及 24 樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）								
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第 5 座	7/F-12/F, 15/F-23/F & 25/F-30/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓至 30 樓	A	101.609 (1094) Balcony 露台 : 3.624 (39) Utility Platform 工作平台 : 1.501 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		B	49.357 (531) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		C	45.654 (491) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		D	40.903 (440) Balcony 露台 : 2.025 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		E	41.892 (451) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		F	40.281 (434) Balcony 露台 : 2.094 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		G	29.410 (317) Balcony 露台 : 2.156 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-
		H	109.427 (1178) Balcony 露台 : 3.816 (41) Utility Platform 工作平台 : 1.625 (17) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:
1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F and 24/F are omitted.

住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第 5 座	31/F 31 樓	A	101.609 (1094) Balcony 露台 : 3.624 (39) Utility Platform 工作平台 : 1.501 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	49.955 (538) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	45.637 (491) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	41.486 (447) Balcony 露台 : 2.025 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.199 (454) Balcony 露台 : 2.112 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	40.840 (440) Balcony 露台 : 2.094 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	29.733 (320) Balcony 露台 : 2.156 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	109.779 (1182) Balcony 露台 : 3.816 (41) Utility Platform 工作平台 : 1.625 (17) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

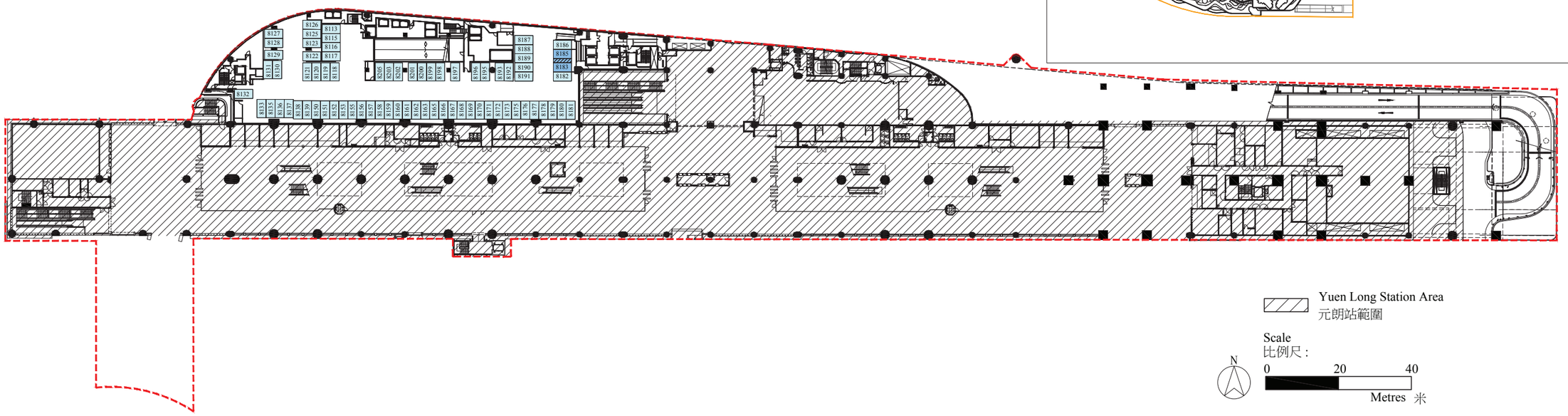
Notes:
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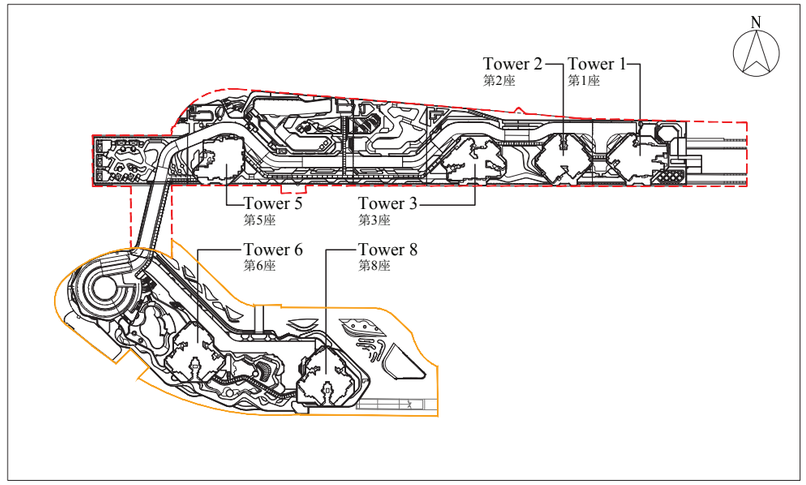
附註：
1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米=10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設 13 樓、14 樓及 24 樓。

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

1/F Floor Plan
1樓樓面平面圖



KEY PLAN
指示圖



LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Spaces 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸 (長x闊) (米)	Area of each parking space (sq. m.) 每個停車位面積 (平方米)
Residential Car Parking Spaces 住宅停車位	1/F 1樓	72	5.0 x 2.5	12.5
Residential Accessible Parking Spaces 住宅暢通易達停車位		2	5.0 x 3.7*	18.5

* with 1.2m x 5.0m common loading & unloading area as marked
連同以 標示的1.2米 x 5.0米共用上落車位

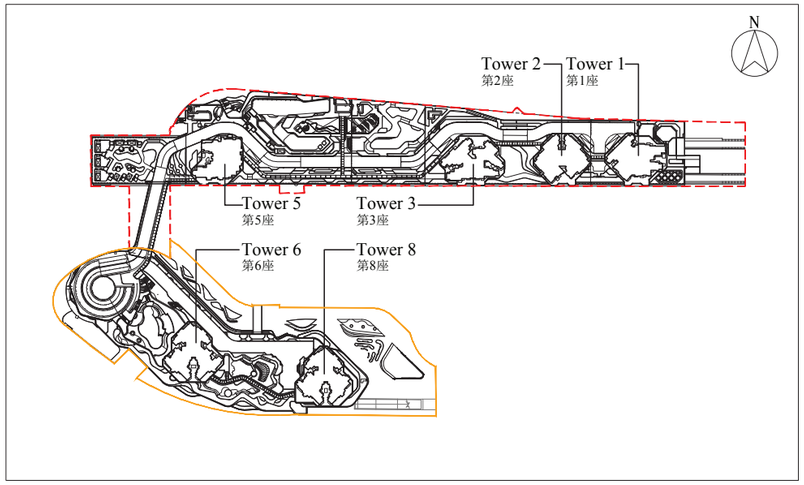
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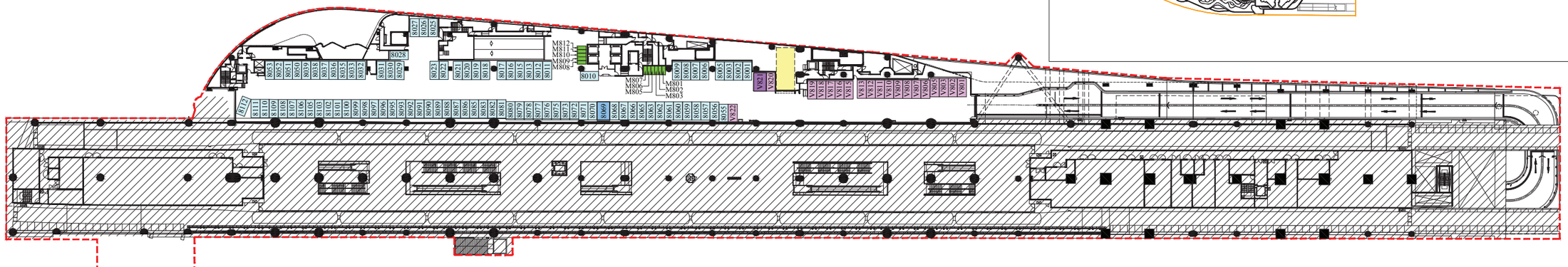
FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

2/F Floor Plan
2樓樓面平面圖

The Phase
期數
Other Phase(s)
其他期數

KEY PLAN
指示圖





Yuen Long Station Area
元朗站範圍

Scale
比例尺：
0 20 40
Metres 米

N

LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

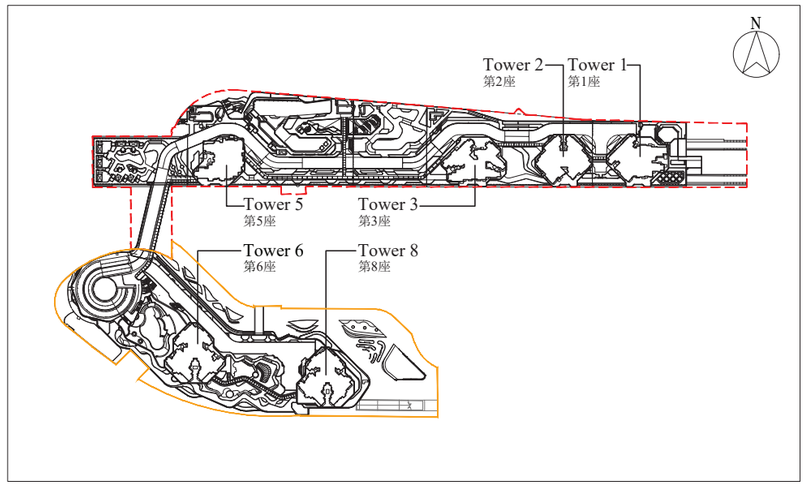
Type of Parking Spaces 停車位類別		Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸 (長x闊) (米)	Area of each parking space (sq. m.) 每個停車位面積 (平方米)
	Residential Car Parking Spaces 住宅停車位	2/F 2樓	91	5.0 x 2.5	12.5
	Residential Accessible Parking Space 住宅暢通易達停車位		1	5.0 x 3.5	17.5
	Visitor's Parking Spaces 訪客停車位		19	5.0 x 2.5	12.5
	Visitor's Accessible Parking Space 訪客暢通易達停車位		1	5.0 x 3.5	17.5
	Residential Motor Cycle Parking Spaces 住宅電單車停車位		11	2.4 x 1.0	2.4
	Refuse Collection Vehicle Parking Space 垃圾車停車位		1	12.0 x 5.0	60

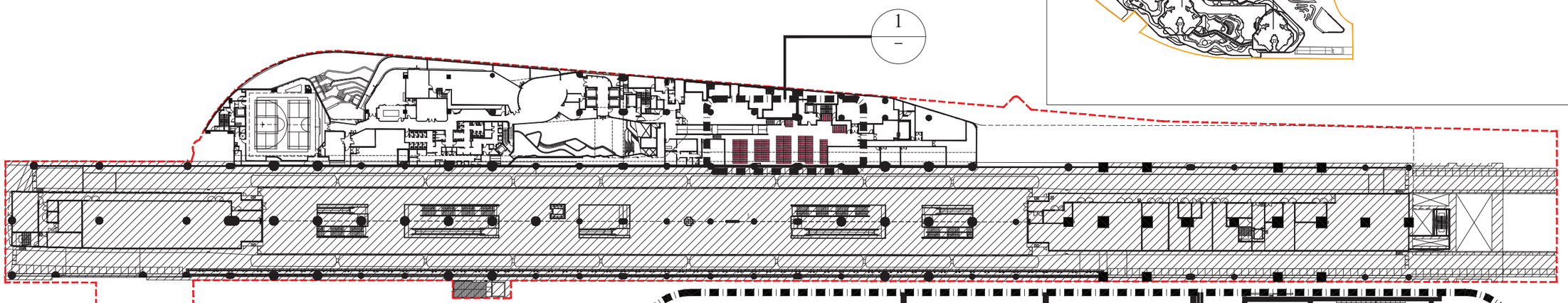
FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

3/F Floor Plan
3樓樓面平面圖

The Phase
期數
Other Phase(s)
其他期數

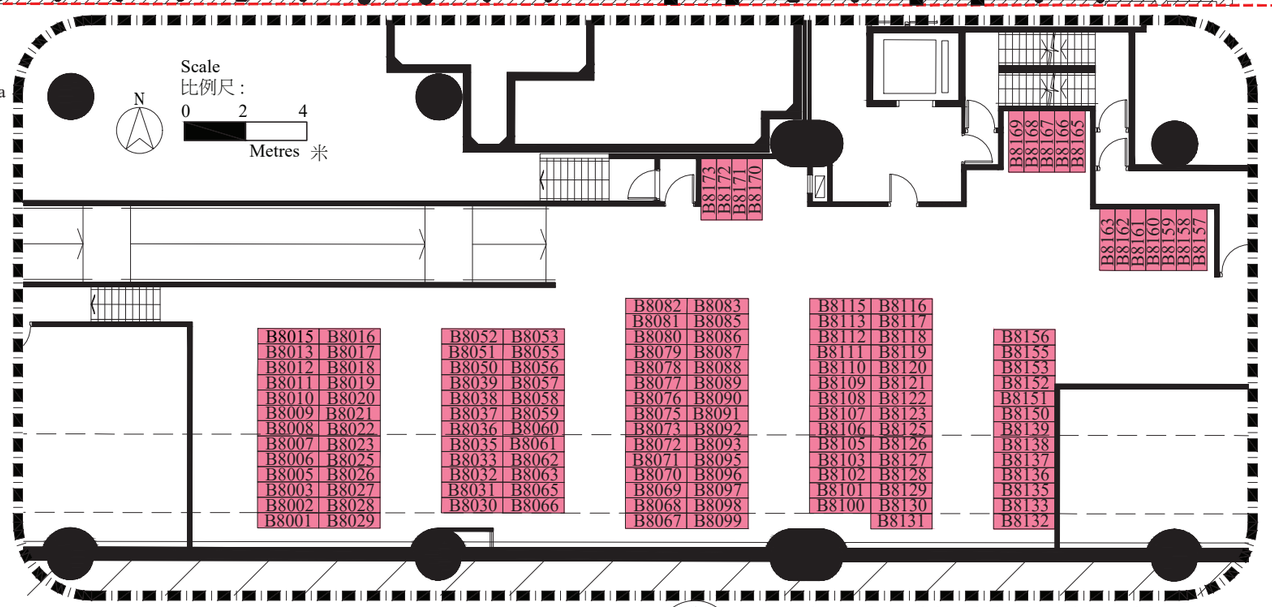
KEY PLAN
指示圖





Yuen Long Station Area
元朗站範圍

Scale
比例尺：
0 20 40
Metres 米
N



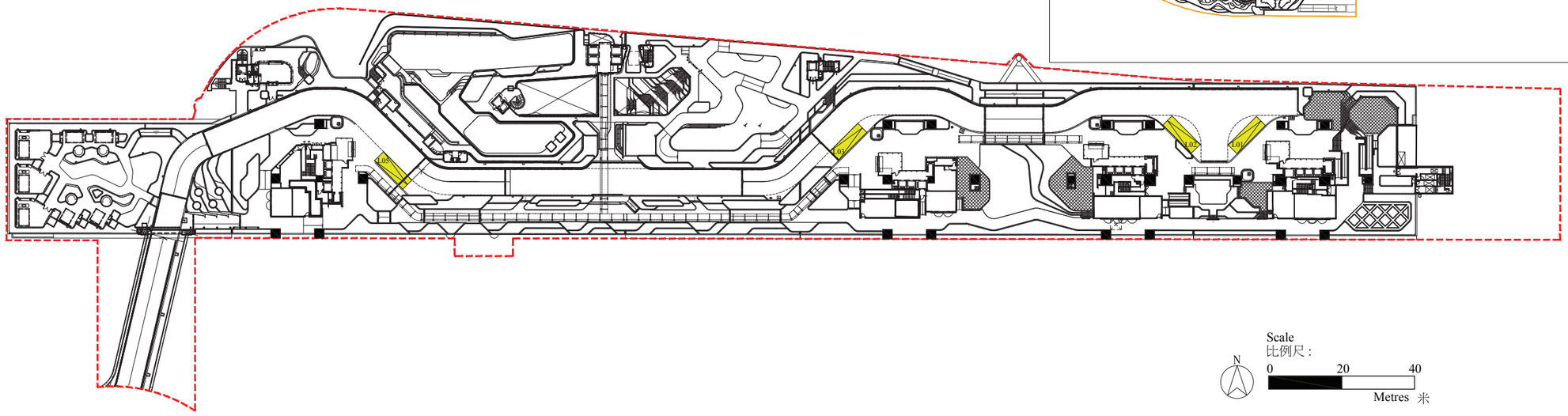
1/– Part Plan of Residential Bicycle Parking Spaces
住宅單車停車位局部平面圖

LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Spaces 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸 (長x闊) (米)	Area of each parking space (sq. m.) 每個停車位面積 (平方米)
Residential Bicycle Parking Spaces 住宅單車停車位	3/F 3樓	138	2.0 x 0.5	1.0

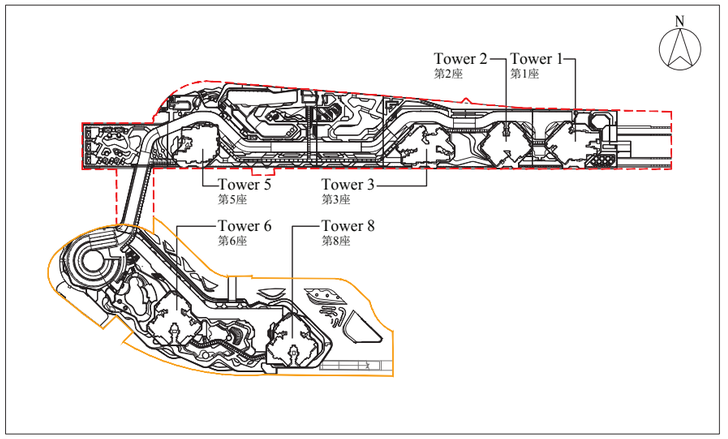
FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

5/F Floor Plan
5樓樓面平面圖



The Phase
期數
Other Phase(s)
其他期數

KEY PLAN
指示圖



Scale
比例尺：
0 20 40
Metres 米

LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Spaces 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸 (長x闊) (米)	Area of each parking space (sq. m.) 每個停車位面積 (平方米)
Residential Loading & Unloading Spaces 住宅上落貨車位	5/F 5樓	4	11.0 x 3.5	38.5

SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "preliminary agreement");
2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(該"臨時合約")時須支付款額為5%的臨時訂金；
2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

A. Summary of the provisions of the executed Principal Deed of Mutual Covenant and Management Agreement ("the PDMC") that deal with common parts of the Phase

1. "**Common Areas**" means, collectively, (i) the Estate Common Areas, (ii) the Residential Common Areas, (iii) the Residential Car Park Common Areas and (iv) any common areas within the Estate (excluding the Commercial Accommodation (as defined in the PDMC) and the Government Accommodation (as defined in the PDMC)) to be designated in any Sub-Deed of Mutual Covenant (as defined in the PDMC) or Deed Poll (as defined in the PDMC) by the First Owner (as defined in the PDMC) (excluding its successors and assigns).

2. "**Common Services and Facilities**" means, collectively, (i) the Estate Common Services and Facilities, (ii) the Residential Common Services and Facilities, (iii) the Residential Car Park Common Services and Facilities and (iv) any common services and facilities within the Estate (excluding the Commercial Accommodation and the Government Accommodation) to be designated in any Sub-Deed of Mutual Covenant or Deed Poll by the First Owner (excluding its successors and assigns).

3. "**Estate Common Areas**" means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, driveways and ramps connecting ground floor and basement, parking space for refuse collection operation, external walls, fire services inlet & sprinkler control valve room, street fire hydrant water tank and pump room, sprinkler water tank and pump room, ducts, fan room for basement and its access pavement and passageways, water meter cabinet, master water meter room, gas meter room, emergency generator room, staircases and associated lobbies, corridors, ramps and landings, lift lobby serving as fireman's lift lobby, protected lobby to a required staircase, Greenery (in so far as the same are within the Estate Common Areas as shown coloured Red on the Ground Floor Plan and Part of Mezzanine Floor Plan on the Southern Site Greenery PDMC Plan (drawing no. PDMC-S-14) annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person), and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas, the Residential Car Park Common Areas, the Commercial Accommodation (which includes the Surface) and those areas forming parts of other Common Areas as designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll). The Estate Common Areas in Phase A are for the purpose of identification only as shown (where possible and capable of being shown) coloured Green and Red on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person and the Estate Common Areas in subsequent Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such subsequent Phase(s).

4. "**Estate Common Services and Facilities**" means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, fire-fighting installation and equipment, emergency generator and emergency power supply system, and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll).

5. "**Residential Common Areas**" means those parts of the Residential Accommodation intended for the common use and benefit of the Owners of the Residential Accommodation and not for the sole benefit of any Owner of a Residential Unit, including but not limited to the Private Open Space, owner's corporation office, refuse storage chamber, refuse storage and material recovery chamber, parking space for refuse collection operation, bicycle parking spaces for parking of bicycles belonging to residents of Residential Units and their bona fide guests, visitors or invitees, parking space for parking of motor vehicles by disabled persons as defined under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) and belonging to the residents of the Residential Accommodation, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, shuttle lift lobbies, staircases, landings, walkways, covered walkway, corridors and passages, refuge floors, communal podium gardens, covered landscape under transfer plates of Towers and the whole roof areas on top of the transfer plates and Greenery (in so far as the same are within the Residential Common Areas as shown coloured Light Indigo, Red and in Red dotted lines on the Ground Floor Plan, First Floor Plan, Second Floor Plan, Third Floor Plan and Fifth Floor Plan on the Northern Site Greenery PDMC Plans (drawing nos. PDMC-N-18 to PDMC-N-19) and on the Second Floor Plan, Second Mezzanine Floor Plan and Third Floor Plan on the Southern Site Greenery PDMC Plan (drawing no. PDMC-S-14) annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person), Noise Mitigation Measures (in so far as the same are within the Residential Common Areas), acoustic fins, lift shafts, plant and equipment rooms, podium deck, wider common corridors and lift lobbies of the Towers, refuse storage and material recovery rooms, swimming pool filtration plant rooms, maintenance flat roofs, roofs and flat roofs, upper roofs and top roofs, architectural features of the Towers and associated supporting beams and columns, air-conditioning platforms (including the grilles, if any, appertaining thereto), the external walls (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows)), non-structural prefabricated external wall, claddings, louvers, grilles and facades of the Towers, parapet walls, structural walls and columns within or appertaining to the Residential Accommodation, all the slabs of the said parts of the Residential Accommodation above the upper boundary of the Yuen Long Station including all the slabs above the waterproofing membrane and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Residential Accommodation or any part thereof, as well as all the finishes of the Residential Accommodation, the movement joints therein and its associated protection thereof, the loading and unloading spaces for goods vehicles, Visitors' Car Parking Spaces, caretaker's counters, caretaker's office, caretaker's quarters, estate management office, Private Recreational Areas and Facilities, gas control room, master water meter room, fireman's lift lobby, fire services control panel, sprinkler control valve room, sprinkler transfer water tank & pump room, fire services street fire hydrant water tank & pump room, fire services water tank & pump room, fire services inlet, sprinkler inlet, manhole room, transformer rooms, switch rooms, telecommunication broadcast equipment lead-in room, telecommunication broadcast equipment room, telecommunication duct, emergency generator rooms, potable & flushing water tank & pump room, irrigation and cleansing water tank & pump room, fan rooms, variable refrigerant volume room, chiller plant room, water meter cabinet room, potable water pump room, potable water tank, potable water tank room, potable water sump pump room, flushing water tank, flushing water pump room, water tanks, air handling unit rooms, filtration plant rooms, pipe ducts, pipe duct coverings, cable ducts, air duct shaft, check meter cabinet , electrical room, extra-low voltage room, cable riser room, lift machine room, mail boxes, canopy, lawns, planters, footpaths, open spaces, Vehicular Bridge, part of the Pedestrian Link; and other areas designated for the benefit of the Residential Accommodation but excluding anything contained in the Commercial Accommodation (which includes the Surface), the Government Accommodation, the Estate Common Areas and the Residential Car Park Common Areas; the Residential Common Areas in Phase A and Phase B are for the purpose of identification only as shown (where possible or capable of being shown) coloured Pink, Pink Hatched Black, Red and Light Indigo and in Red dotted lines on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person and the Residential Common Areas in subsequent Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such subsequent Phase(s).

6. "**Residential Common Services and Facilities**" means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Accommodation and

not for the sole benefit of any Owner of a Residential Unit including but not limited to EV Facilities for Visitors' Car Parking Spaces, telecommunications network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Commercial Accommodation, the Government Accommodation, the Estate Common Services and Facilities and the Residential Car Park Common Services and Facilities.

7. "**Residential Car Park Common Areas**" means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including without limitation all accessory areas, circulation passages, void spaces and its associated protection thereof, entrances, ramps, driveways curbs, staircases, walls, rooms, pipe ducts but excluding anything contained in the Commercial Accommodation, the Government Accommodation, the Estate Common Areas and the Residential Common Areas; and, in so far as they are capable of being shown on plans, the Residential Car Park Common Areas in Phase A and Phase B are as shown for the purpose of identification only coloured Yellow on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person and the Residential Car Park Common Areas in subsequent Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such subsequent Phase(s).

8. "**Residential Car Park Common Services and Facilities**" means those services and facilities in on or under the Car Park and which serve the Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, drainage system, channels, ducting, pipes, cables, wiring, plant and machinery, ventilation system, electrical and lighting installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus, automatic carpark control system and public address system and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for common use and benefit of the Owners, occupiers and licensees of the Parking Spaces but excluding anything contained in the Commercial Accommodation, the Government Accommodation, the Estate Common Services and Facilities and the Residential Common Services and Facilities.

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

Tower 1

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
45/F	844	851	496	788	420	295	422	485	296
43/F	838	845	488	788	420	292	416	482	293
42/F	838	845	488	788	420	292	416	482	293
41/F	838	845	488	788	420	292	416	482	293
40/F	838	845	488	788	420	292	416	482	293
39/F	838	845	488	788	420	292	416	482	293
38/F	838	845	488	788	420	292	416	482	293
37/F	838	845	488	788	420	292	416	482	293
36/F	838	845	488	788	420	292	416	482	293
35/F	838	845	488	788	420	292	416	482	293
33/F	838	845	488	788	420	292	416	482	293
32/F	838	845	488	788	420	292	416	482	293
31/F	838	845	488	788	420	292	416	482	293
30/F	838	845	488	788	420	292	416	482	293
29/F	838	845	488	788	420	292	416	482	293
28/F	838	845	488	788	420	292	416	482	293
27/F	838	845	488	788	420	292	416	482	293
26/F	838	845	488	788	420	292	416	482	293
25/F	838	845	488	788	420	292	416	482	293
23/F	838	845	488	788	420	292	416	482	293
22/F	838	845	488	788	420	292	416	482	293
21/F	838	845	488	788	420	292	416	482	293
20/F	838	845	488	788	420	292	416	482	293
19/F	838	845	488	788	420	292	416	482	293
18/F	838	845	488	788	420	292	416	482	293
17/F	838	845	488	788	420	292	416	482	293
16/F	838	845	488	788	420	292	416	482	293
15/F	838	845	488	788	420	292	416	482	293
12/F	838	845	488	788	420	292	416	482	293
11/F	838	845	488	788	420	292	416	482	293
10/F	838	845	488	788	420	292	416	482	293
9/F	838	845	488	788	420	292	416	482	293
8/F	838	845	488	788	420	292	416	482	293
7/F	838	845	488	788	420	292	416	482	293
6/F	838	845	488	788	420	292	416	482	293
Total	**29,336**	**29,581**	**17,088**	**27,580**	**14,700**	**10,223**	**14,566**	**16,873**	**10,258**

Note :
There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

Tower 2

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
45/F	440	948	948	448	494	424	317	467	496
43/F	433	940	939	442	488	416	314	464	490
42/F	433	940	939	442	488	416	314	464	490
41/F	433	940	939	442	488	416	314	464	490
40/F	433	940	939	442	488	416	314	464	490
39/F	433	940	939	442	488	416	314	464	490
38/F	433	940	939	442	488	416	314	464	490
37/F	433	940	939	442	488	416	314	464	490
36/F	433	940	939	442	488	416	314	464	490
35/F	433	940	939	442	488	416	314	464	490
33/F	433	940	939	442	488	416	314	464	490
32/F	433	940	939	442	488	416	314	464	490
31/F	433	940	939	442	488	416	314	464	490
30/F	433	940	939	442	488	416	314	464	490
29/F	433	940	939	442	488	416	314	464	490
28/F	433	940	939	442	488	416	314	464	490
27/F	433	940	939	442	488	416	314	464	490
26/F	433	940	939	442	488	416	314	464	490
25/F	433	940	939	442	488	416	314	464	490
23/F	433	940	939	442	488	416	314	464	490
22/F	433	940	939	442	488	416	314	464	490
21/F	433	940	939	442	488	416	314	464	490
20/F	433	940	939	442	488	416	314	464	490
19/F	433	940	939	442	488	416	314	464	490
18/F	433	940	939	442	488	416	314	464	490
17/F	433	940	939	442	488	416	314	464	490
16/F	433	940	939	442	488	416	314	464	490
15/F	433	940	939	442	488	416	314	464	490
12/F	433	940	939	442	488	416	314	464	490
11/F	433	940	939	442	488	416	314	464	490
10/F	433	940	939	442	488	416	314	464	490
9/F	433	940	939	442	488	416	314	464	490
8/F	433	940	939	442	488	416	314	464	490
7/F	433	940	939	442	488	416	314	464	490
6/F	433	940	939	442	488	416	305	464	490
Total	**15,162**	**32,908**	**32,874**	**15,476**	**17,086**	**14,568**	**10,984**	**16,243**	**17,156**

Note :
There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F

Tower 3

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
32/F	1058	844	431	591	477	478	399	404	655
31/F	1051	839	425	583	477	478	394	399	655
30/F	1051	839	425	583	477	478	394	399	655
29/F	1051	839	425	583	477	478	394	399	655
28/F	1051	839	425	583	477	478	394	399	655
27/F	1051	839	425	583	477	478	394	399	655
26/F	1051	839	425	583	477	478	394	399	655
25/F	1051	839	425	583	477	478	394	399	655
23/F	1051	839	425	583	477	478	394	399	655
22/F	1051	839	425	583	477	478	394	399	655
21/F	1051	839	425	583	477	478	394	399	655
20/F	1051	839	425	583	477	478	394	399	655
19/F	1051	839	425	583	477	478	394	399	655
18/F	1051	839	425	583	477	478	394	399	655
17/F	1051	839	425	583	477	478	394	399	655
16/F	1051	839	425	583	477	478	394	399	655
15/F	1051	839	425	583	477	478	394	399	655
12/F	1051	839	425	583	477	478	394	399	655
11/F	1051	839	425	583	477	478	394	399	655
10/F	1051	839	425	583	477	478	394	399	655
9/F	1051	839	425	583	477	478	394	399	655
8/F	1051	839	425	583	477	478	394	399	655
7/F	1051	839	425	583	477	478	394	399	655
6/F	1051	839	425	583	477	478	394	399	655
Total	**25,231**	**20,141**	**10,206**	**14,000**	**11,448**	**11,472**	**9,461**	**9,581**	**15,720**

Note :
There is no designation of 13/F, 14/F and 24/F

Tower 5

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H
31/F	990	490	446	405	412	397	287	1070
30/F	990	484	447	399	409	392	284	1067
29/F	990	484	447	399	409	392	284	1067
28/F	990	484	447	399	409	392	284	1067
27/F	990	484	447	399	409	392	284	1067
26/F	990	484	447	399	409	392	284	1067
25/F	990	484	447	399	409	392	284	1067
23/F	990	484	447	399	409	392	284	1067
22/F	990	484	447	399	409	392	284	1067
21/F	990	484	447	399	409	392	284	1067
20/F	990	484	447	399	409	392	284	1067
19/F	990	484	447	399	409	392	284	1067
18/F	990	484	447	399	409	392	284	1067
17/F	990	484	447	399	409	392	284	1067
16/F	990	484	447	399	409	392	284	1067
15/F	990	484	447	399	409	392	284	1067
12/F	990	484	447	399	409	392	284	1067
11/F	990	484	447	399	409	392	284	1067
10/F	990	484	447	399	409	392	284	1067
9/F	990	484	447	399	409	392	284	1067
8/F	990	484	447	399	409	392	284	1067
7/F	990	484	447	399	409	392	284	1067
6/F	981	484	447	399	409	392	284	1067
Total	**22,761**	**11,138**	**10,280**	**9,183**	**9,410**	**9,021**	**6,535**	**24,544**

Note :
There is no designation of 13/F, 14/F and 24/F

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

9. MTR Corporation Limited 香港鐵路有限公司 shall be appointed as the manager of the Estate for an initial period of two (2) years commencing from the date of the PDMC, subject to the provisions for the termination contained in the PDMC.

10. No manager is appointed under the PDMC in respect of Yuen Long Station. Yuen Long Station shall be managed and controlled by the Owner of Yuen Long Station.

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

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

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

(b) The owners of the residential properties in the Phase shall contribute to the expenses of the Residential Accommodation Management Budget (as defined in the PDMC) in the proportion that the Management Units attributable to the Residential Units (as defined in the PDMC) owned by them bears to the total Management Units allocated to the Residential Accommodation (as defined in the PDMC).

(c) The owners of the residential properties in the Phase shall contribute a portion of the expenses of the Residential Car Park Management Budget (as defined in the PDMC) in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Accommodation, such portion should be calculated in accordance with the following formula :-

$$\text{portion} = \frac{\text{Total gross floor area of all Visitors' Car Parking Spaces in square metres}}{\text{Total gross floor area of all Parking Spaces and all Visitors' Car Parking Spaces in square metres}}$$

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

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

Tower 1

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
45/F	844	851	496	788	420	295	422	485	296
43/F	838	845	488	788	420	292	416	482	293
42/F	838	845	488	788	420	292	416	482	293
41/F	838	845	488	788	420	292	416	482	293
40/F	838	845	488	788	420	292	416	482	293
39/F	838	845	488	788	420	292	416	482	293
38/F	838	845	488	788	420	292	416	482	293
37/F	838	845	488	788	420	292	416	482	293
36/F	838	845	488	788	420	292	416	482	293
35/F	838	845	488	788	420	292	416	482	293
33/F	838	845	488	788	420	292	416	482	293
32/F	838	845	488	788	420	292	416	482	293
31/F	838	845	488	788	420	292	416	482	293
30/F	838	845	488	788	420	292	416	482	293
29/F	838	845	488	788	420	292	416	482	293
28/F	838	845	488	788	420	292	416	482	293
27/F	838	845	488	788	420	292	416	482	293
26/F	838	845	488	788	420	292	416	482	293
25/F	838	845	488	788	420	292	416	482	293
23/F	838	845	488	788	420	292	416	482	293
22/F	838	845	488	788	420	292	416	482	293
21/F	838	845	488	788	420	292	416	482	293
20/F	838	845	488	788	420	292	416	482	293
19/F	838	845	488	788	420	292	416	482	293
18/F	838	845	488	788	420	292	416	482	293
17/F	838	845	488	788	420	292	416	482	293
16/F	838	845	488	788	420	292	416	482	293
15/F	838	845	488	788	420	292	416	482	293
12/F	838	845	488	788	420	292	416	482	293
11/F	838	845	488	788	420	292	416	482	293
10/F	838	845	488	788	420	292	416	482	293
9/F	838	845	488	788	420	292	416	482	293
8/F	838	845	488	788	420	292	416	482	293
7/F	838	845	488	788	420	292	416	482	293
6/F	838	845	488	788	420	292	416	482	293
Total	**29,336**	**29,581**	**17,088**	**27,580**	**14,700**	**10,223**	**14,566**	**16,873**	**10,258**

Note :
There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F

Tower 2

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
45/F	440	948	948	448	494	424	317	467	496
43/F	433	940	939	442	488	416	314	464	490
42/F	433	940	939	442	488	416	314	464	490
41/F	433	940	939	442	488	416	314	464	490
40/F	433	940	939	442	488	416	314	464	490
39/F	433	940	939	442	488	416	314	464	490
38/F	433	940	939	442	488	416	314	464	490
37/F	433	940	939	442	488	416	314	464	490
36/F	433	940	939	442	488	416	314	464	490
35/F	433	940	939	442	488	416	314	464	490
33/F	433	940	939	442	488	416	314	464	490
32/F	433	940	939	442	488	416	314	464	490
31/F	433	940	939	442	488	416	314	464	490
30/F	433	940	939	442	488	416	314	464	490
29/F	433	940	939	442	488	416	314	464	490
28/F	433	940	939	442	488	416	314	464	490
27/F	433	940	939	442	488	416	314	464	490
26/F	433	940	939	442	488	416	314	464	490
25/F	433	940	939	442	488	416	314	464	490
23/F	433	940	939	442	488	416	314	464	490
22/F	433	940	939	442	488	416	314	464	490
21/F	433	940	939	442	488	416	314	464	490
20/F	433	940	939	442	488	416	314	464	490
19/F	433	940	939	442	488	416	314	464	490
18/F	433	940	939	442	488	416	314	464	490
17/F	433	940	939	442	488	416	314	464	490
16/F	433	940	939	442	488	416	314	464	490
15/F	433	940	939	442	488	416	314	464	490
12/F	433	940	939	442	488	416	314	464	490
11/F	433	940	939	442	488	416	314	464	490
10/F	433	940	939	442	488	416	314	464	490
9/F	433	940	939	442	488	416	314	464	490
8/F	433	940	939	442	488	416	314	464	490
7/F	433	940	939	442	488	416	314	464	490
6/F	433	940	939	442	488	416	305	464	490
Total	**15,162**	**32,908**	**32,874**	**15,476**	**17,086**	**14,568**	**10,984**	**16,243**	**17,156**

Note :
There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F

Tower 3

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J
32/F	1058	844	431	591	477	478	399	404	655
31/F	1051	839	425	583	477	478	394	399	655
30/F	1051	839	425	583	477	478	394	399	655
29/F	1051	839	425	583	477	478	394	399	655
28/F	1051	839	425	583	477	478	394	399	655
27/F	1051	839	425	583	477	478	394	399	655
26/F	1051	839	425	583	477	478	394	399	655
25/F	1051	839	425	583	477	478	394	399	655
23/F	1051	839	425	583	477	478	394	399	655
22/F	1051	839	425	583	477	478	394	399	655
21/F	1051	839	425	583	477	478	394	399	655
20/F	1051	839	425	583	477	478	394	399	655
19/F	1051	839	425	583	477	478	394	399	655
18/F	1051	839	425	583	477	478	394	399	655
17/F	1051	839	425	583	477	478	394	399	655
16/F	1051	839	425	583	477	478	394	399	655
15/F	1051	839	425	583	477	478	394	399	655
12/F	1051	839	425	583	477	478	394	399	655
11/F	1051	839	425	583	477	478	394	399	655
10/F	1051	839	425	583	477	478	394	399	655
9/F	1051	839	425	583	477	478	394	399	655
8/F	1051	839	425	583	477	478	394	399	655
7/F	1051	839	425	583	477	478	394	399	655
6/F	1051	839	425	583	477	478	394	399	655
Total	**25,231**	**20,141**	**10,206**	**14,000**	**11,448**	**11,472**	**9,461**	**9,581**	**15,720**

Note :
There is no designation of 13/F, 14/F and 24/F

Tower 5

Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H
31/F	990	490	446	405	412	397	287	1070
30/F	990	484	447	399	409	392	284	1067
29/F	990	484	447	399	409	392	284	1067
28/F	990	484	447	399	409	392	284	1067
27/F	990	484	447	399	409	392	284	1067
26/F	990	484	447	399	409	392	284	1067
25/F	990	484	447	399	409	392	284	1067
23/F	990	484	447	399	409	392	284	1067
22/F	990	484	447	399	409	392	284	1067
21/F	990	484	447	399	409	392	284	1067
20/F	990	484	447	399	409	392	284	1067
19/F	990	484	447	399	409	392	284	1067
18/F	990	484	447	399	409	392	284	1067
17/F	990	484	447	399	409	392	284	1067
16/F	990	484	447	399	409	392	284	1067
15/F	990	484	447	399	409	392	284	1067
12/F	990	484	447	399	409	392	284	1067
11/F	990	484	447	399	409	392	284	1067
10/F	990	484	447	399	409	392	284	1067
9/F	990	484	447	399	409	392	284	1067
8/F	990	484	447	399	409	392	284	1067
7/F	990	484	447	399	409	392	284	1067
6/F	981	484	447	399	409	392	284	1067
Total	**22,761**	**11,138**	**10,280**	**9,183**	**9,410**	**9,021**	**6,535**	**24,544**

Note :
There is no designation of 13/F, 14/F and 24/F

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

13. The management fee deposit of a residential property in the Phase is a sum equivalent to three months' Management Charges (as defined in the PDMC).

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

14. Not applicable.

Note:
For full details, please refer to the executed PDMC which is free for inspection during opening hours at the sales office. Full script of the executed PDMC is available for inspection upon request and copies of the executed PDMC can be obtained upon paying necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

A. 處理期數的公用部分的已簽立的主公共契約及管理協議(「主公契」)的條文摘要

1. **「公用地方」**合指(i)屋苑公用地方、(ii)住宅公用地方、(iii)住宅停車場公用地方及(iv)首名業主(於主公契中定義)(不包括其繼承人及受讓人)擬於任何副公共契約(於主公契中定義)或分割契據(於主公契中定義)中指定在屋苑(不包括商業樓宇(於主公契中定義)及政府樓宇(於主公契中定義))內的任何公用地方。

2. **「公用服務及設施」**合指(i)屋苑公用服務及設施、(ii)住宅公用服務及設施、(iii)住宅停車場公用服務及設施及(iv)首名業主(不包括其繼承人及受讓人)擬於任何副公共契約或分割契據中指定在屋苑(不包括商業樓宇及政府樓宇)內的任何公用服務及設施。

3. **「屋苑公用地方」**是指擬供屋苑的業主整體使用、而非供屋苑任何個別業主或一群業主獨自享用的屋苑部分，包括但不限於連接地下及地庫的行車道和斜路、垃圾收集操作停車位、外牆、消防入水掣和灑水器控制閥室、街道消防龍頭水箱及泵房、灑水器水箱及泵房、槽、地庫及其行人通道和通路的電扇房、水錶櫃、總水錶房、煤氣錶房、緊急發電機房、樓梯與相關大堂、走廊、斜路及梯台、用作消防員電梯大堂的電梯大堂、規定的樓梯的防護門廊、綠化區(如位於屋苑公用地方之內，在附錄於主公契的南場地綠化區圖則的地下層圖則及部分閣樓樓層圖則(圖則編號PDMC-S-14)以紅色顯示並由認可人士或其代表證明其準確性)，以及屋苑內並非供屋苑任何個別業主或一群業主獨自享用的所有其他公用地方(但不包括住宅公用地方、住宅停車場公用地方、商業樓宇(包括表面)及任何副公共契約或分割契據中指定或擬指定構成其他公用地方一部分的地方)。第A期的屋苑公用地方在附錄於主公契的圖則以綠色及紅色顯示(如可以顯示)並由認可人士或其代表證明其準確性，僅作識別之用，而其他期數的屋苑公用地方應在附錄於任何就該等其他期數而訂立的副公共契約或分割契據的圖則加以識別。

4. **「屋苑公用服務及設施」**是指現已或將會在發展項目之內、之上或之下建造用以服務整個屋苑、而非供屋苑任何個別業主或一群業主獨自享用的服務及設施，包括但不限於消防裝置及設備、緊急發電機及緊急供電系統，以及用於或安裝於屋苑或供屋苑共同使用及享用作為其便利設施之部分，而非供屋苑任何個別業主或一群業主獨自享用的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括住宅公用服務及設施、住宅停車場公用服務及設施以及任何副公共契約或分割契據指定或擬指定構成其他公用服務及設施的部分的服務及設施)。

5. **「住宅公用地方」**是指擬供住宅樓宇的業主共同使用及享用、而非供任何個別住宅單位的業主獨自享用的住宅樓宇部分，包括但不限於私人休憩用地、業主立案法團辦事處、垃圾收集室、垃圾儲存及物料回收室、垃圾收集操作停車位、供住宅單位的住客及其真正來賓、訪客或獲邀人士所擁有之單車停泊的單車車位、供《道路交通條例》(香港法例第374章)之下定義的傷殘人士停泊住宅樓宇的住客所擁有之車輛的車位、緊急車輛通道、用以安裝或使用天線廣播分導或電訊網絡設施的地方、轉換層、住宅入口大堂、穿梭電梯大堂、樓梯、梯台、走道、有蓋行人走道、走廊與通道、庇護層、公用平台花園、大廈的轉換層之下及轉換層頂部整個天台範圍的有蓋園藝區和綠化區(如位於住宅公用地方之內，在附錄於主公契的北場地綠化區圖則的地下層圖則、一樓樓層圖則、二樓樓層圖則、三樓樓層圖則及五樓樓層圖則(圖則編號PDMC-N-18至PDMC-N-19)及南場地綠化區圖則的二樓樓層圖則、二樓閣樓樓層圖則及三樓樓層圖則(圖則編號PDMC-S-14)以淺靛藍色、紅色及紅色虛綫顯示並由認可人士或其代表證明其準確性)、噪音緩解措施(如位於住宅公用地方之內)、隔聲鰭、電梯井、機器及設備室、平台、大廈的加闊公用走廊及電梯大堂、垃圾儲存及物料回收房、游泳池過濾機房、維修平台、天台及平台、上層天台及頂層天台、大廈的建築裝飾及相關的支承橫樑及柱、冷氣機平台(包括其附屬的欄柵(如有))、外牆(包括幕牆或其任何部分(包括窗框、玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及幕牆其他組件、其不能開關的窗戶以及該等不能開關窗戶的窗框、玻璃片、澆注錨固、墊條、窗戶密封膠及其他組件，但不包括安裝於其中的所有可開關窗戶及圍封可開關窗戶玻璃片的窗框、該等可開關窗戶的玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及其他組件))、大廈的非結構預製外牆、覆蓋層、百葉窗、欄柵及外立面、住宅樓宇內部或附屬的護牆、結構牆及柱、在元朗站上邊界以上的住宅樓宇所述部分的所有厚板，包括防水膜和系統之上的所有厚板及緊接其上的相關保護件以及服務住宅樓宇或其任何部分的所有公用事業設施、服務設施、槽、井及設施和住宅樓宇所有裝飾物料、其伸縮接縫及相關保護件、貨車上落貨區、訪客車位、管理員櫃檯、管理員辦事處、管理員宿舍、屋苑管理辦事處、私人康樂區及設施、煤氣控制室、總水錶房、消防員電梯大堂、消防控制板、灑水器控制閥室、灑水器輸送水箱及泵房、消防街道消防龍頭水箱及泵房、消防水箱及泵房、消防入水掣、灑水器入水掣、沙井房、變壓器房、電掣房、電訊廣播設備引入室、電訊廣播設備室、電訊槽、緊急發電機房、食水及沖廁水箱及泵房、灌溉及清潔水箱及泵房、通風機房、可變冷媒流量室、製冷機房、水錶櫃房、食水泵房、食水水箱、食水水箱房、食水集水泵房、沖廁水箱、沖廁水泵房、水箱、空氣處理機組室、過濾機房、管槽、管槽覆蓋物、電纜槽、氣槽井道、檢測儀錶櫃、電氣房、特低電壓房、電纜豎管房、電梯機房、郵箱、簷篷、草坪、花槽、行人道、休憩用地、行車橋、行人連接走道的部分；以及指定供住宅樓宇享用的其他地方，但不包括商業樓宇(包括表面)、政府樓宇、屋苑公用地方和住宅停車場公用地方所包含的任何部分；第A期及第B期的住宅公用地方在附錄於主公契的圖則以粉紅色、粉紅色間黑斜線、紅色及淺靛藍色及紅色虛綫顯示(如可以顯示)並由認可人士或其代表證明其準確性，僅作識別之用，而其他期數的住宅公用地方應在附錄於任何就該等其他期數而訂立的副公共契約或分割契據的圖則加以識別。

6. **「住宅公用服務及設施」**是指現已或將會在發展項目之內、之上或之下建造或安裝用以服務住宅樓宇、而非供任何個別住宅單位的業主獨自享用的服務及設施，包括但不限於訪客車位的電動汽車充電設施、電訊網絡設施、排水渠、渠道、水箱、槽、管道、電纜、電線、機器及機械、空調及通風系統、電力裝置、配件、設備及器具、電梯、消防裝置及設備、保安系統與器具及吊船，但不包括商業樓宇、政府樓宇、屋苑公用服務及設施和住宅停車場公用服務及設施所包含的任何部分。

7. **「住宅停車場公用地方」**是指擬供車位的業主、佔用人及被許可人共同使用和享用及指定用作停泊住宅單位的住客及其真正來賓、訪客或獲邀人士所擁有之車輛或電單車的停車場部分，包括但不限於所有配套區、迴旋處、中空範圍及其相關保護件、入口、斜路、行車道、路緣、樓梯、牆壁、房間、管槽，但不包括商業樓宇、政府樓宇、屋苑公用地方和住宅公用地方所包含的任何部分；以及第A期及第B期的住宅停車場公用地方，其在附錄於主公契的圖則以黃色顯示(如可以顯示)並由認可人士或其代表證明其準確性，僅作識別之用，而其他期數的住宅停車場公用地方應在附錄於任何就該等其他期數而訂立的副公共契約或分割契據的圖則加以識別。

8. **「住宅停車場公用服務及設施」**是指位於停車場之內、之上或之下並且為指定用作停泊住宅單位的住客及其真正來賓、訪客或獲邀人士所擁有之車輛或電單車的車位服務的服務及設施，包括但不限於排水系統、渠道、槽、管道、電纜、電線、機器及機械、通風系統、電力及照明裝置、配件、設備及器具、電梯、消防裝置及設備、保安系統及器具、自動停車場控制系統及公共廣播系統，以及用於或安裝於車位或供車位的業主、佔用人及被許可人共同使用及享用的任何其他裝置、系統、機器、設備、器具、配件、服務及設施，但不包括商業樓宇、政府樓宇、屋苑公用服務及設施和住宅公用服務及設施所包含的任何部分。

B. 分配予期數的每個住宅物業的不分割份數的數目

第1座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
45樓	844	851	496	788	420	295	422	485	296
43樓	838	845	488	788	420	292	416	482	293
42樓	838	845	488	788	420	292	416	482	293
41樓	838	845	488	788	420	292	416	482	293
40樓	838	845	488	788	420	292	416	482	293
39樓	838	845	488	788	420	292	416	482	293
38樓	838	845	488	788	420	292	416	482	293
37樓	838	845	488	788	420	292	416	482	293
36樓	838	845	488	788	420	292	416	482	293
35樓	838	845	488	788	420	292	416	482	293
33樓	838	845	488	788	420	292	416	482	293
32樓	838	845	488	788	420	292	416	482	293
31樓	838	845	488	788	420	292	416	482	293
30樓	838	845	488	788	420	292	416	482	293
29樓	838	845	488	788	420	292	416	482	293
28樓	838	845	488	788	420	292	416	482	293
27樓	838	845	488	788	420	292	416	482	293
26樓	838	845	488	788	420	292	416	482	293
25樓	838	845	488	788	420	292	416	482	293
23樓	838	845	488	788	420	292	416	482	293
22樓	838	845	488	788	420	292	416	482	293
21樓	838	845	488	788	420	292	416	482	293
20樓	838	845	488	788	420	292	416	482	293
19樓	838	845	488	788	420	292	416	482	293
18樓	838	845	488	788	420	292	416	482	293
17樓	838	845	488	788	420	292	416	482	293
16樓	838	845	488	788	420	292	416	482	293
15樓	838	845	488	788	420	292	416	482	293
12樓	838	845	488	788	420	292	416	482	293
11樓	838	845	488	788	420	292	416	482	293
10樓	838	845	488	788	420	292	416	482	293
9樓	838	845	488	788	420	292	416	482	293
8樓	838	845	488	788	420	292	416	482	293
7樓	838	845	488	788	420	292	416	482	293
6樓	838	845	488	788	420	292	416	482	293
總數	29,336	29,581	17,088	27,580	14,700	10,223	14,566	16,873	10,258

備註：
不設13樓、14樓、24樓、34樓及44樓

第2座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
45樓	440	948	948	448	494	424	317	467	496
43樓	433	940	939	442	488	416	314	464	490
42樓	433	940	939	442	488	416	314	464	490
41樓	433	940	939	442	488	416	314	464	490
40樓	433	940	939	442	488	416	314	464	490
39樓	433	940	939	442	488	416	314	464	490
38樓	433	940	939	442	488	416	314	464	490
37樓	433	940	939	442	488	416	314	464	490
36樓	433	940	939	442	488	416	314	464	490
35樓	433	940	939	442	488	416	314	464	490
33樓	433	940	939	442	488	416	314	464	490
32樓	433	940	939	442	488	416	314	464	490
31樓	433	940	939	442	488	416	314	464	490
30樓	433	940	939	442	488	416	314	464	490
29樓	433	940	939	442	488	416	314	464	490
28樓	433	940	939	442	488	416	314	464	490
27樓	433	940	939	442	488	416	314	464	490
26樓	433	940	939	442	488	416	314	464	490
25樓	433	940	939	442	488	416	314	464	490
23樓	433	940	939	442	488	416	314	464	490
22樓	433	940	939	442	488	416	314	464	490
21樓	433	940	939	442	488	416	314	464	490
20樓	433	940	939	442	488	416	314	464	490
19樓	433	940	939	442	488	416	314	464	490
18樓	433	940	939	442	488	416	314	464	490
17樓	433	940	939	442	488	416	314	464	490
16樓	433	940	939	442	488	416	314	464	490
15樓	433	940	939	442	488	416	314	464	490
12樓	433	940	939	442	488	416	314	464	490
11樓	433	940	939	442	488	416	314	464	490
10樓	433	940	939	442	488	416	314	464	490
9樓	433	940	939	442	488	416	314	464	490
8樓	433	940	939	442	488	416	314	464	490
7樓	433	940	939	442	488	416	314	464	490
6樓	433	940	939	442	488	416	305	464	490
總數	15,162	32,908	32,874	15,476	17,086	14,568	10,984	16,243	17,156

備註：
不設13樓、14樓、24樓、34樓及44樓

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

第3座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
32樓	1058	844	431	591	477	478	399	404	655
31樓	1051	839	425	583	477	478	394	399	655
30樓	1051	839	425	583	477	478	394	399	655
29樓	1051	839	425	583	477	478	394	399	655
28樓	1051	839	425	583	477	478	394	399	655
27樓	1051	839	425	583	477	478	394	399	655
26樓	1051	839	425	583	477	478	394	399	655
25樓	1051	839	425	583	477	478	394	399	655
23樓	1051	839	425	583	477	478	394	399	655
22樓	1051	839	425	583	477	478	394	399	655
21樓	1051	839	425	583	477	478	394	399	655
20樓	1051	839	425	583	477	478	394	399	655
19樓	1051	839	425	583	477	478	394	399	655
18樓	1051	839	425	583	477	478	394	399	655
17樓	1051	839	425	583	477	478	394	399	655
16樓	1051	839	425	583	477	478	394	399	655
15樓	1051	839	425	583	477	478	394	399	655
12樓	1051	839	425	583	477	478	394	399	655
11樓	1051	839	425	583	477	478	394	399	655
10樓	1051	839	425	583	477	478	394	399	655
9樓	1051	839	425	583	477	478	394	399	655
8樓	1051	839	425	583	477	478	394	399	655
7樓	1051	839	425	583	477	478	394	399	655
6樓	1051	839	425	583	477	478	394	399	655
總數	**25,231**	**20,141**	**10,206**	**14,000**	**11,448**	**11,472**	**9,461**	**9,581**	**15,720**

備註：
不設13樓、14樓及24樓

第5座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位
31樓	990	490	446	405	412	397	287	1070
30樓	990	484	447	399	409	392	284	1067
29樓	990	484	447	399	409	392	284	1067
28樓	990	484	447	399	409	392	284	1067
27樓	990	484	447	399	409	392	284	1067
26樓	990	484	447	399	409	392	284	1067
25樓	990	484	447	399	409	392	284	1067
23樓	990	484	447	399	409	392	284	1067
22樓	990	484	447	399	409	392	284	1067
21樓	990	484	447	399	409	392	284	1067
20樓	990	484	447	399	409	392	284	1067
19樓	990	484	447	399	409	392	284	1067
18樓	990	484	447	399	409	392	284	1067
17樓	990	484	447	399	409	392	284	1067
16樓	990	484	447	399	409	392	284	1067
15樓	990	484	447	399	409	392	284	1067
12樓	990	484	447	399	409	392	284	1067
11樓	990	484	447	399	409	392	284	1067
10樓	990	484	447	399	409	392	284	1067
9樓	990	484	447	399	409	392	284	1067
8樓	990	484	447	399	409	392	284	1067
7樓	990	484	447	399	409	392	284	1067
6樓	981	484	447	399	409	392	284	1067
總數	**22,761**	**11,138**	**10,280**	**9,183**	**9,410**	**9,021**	**6,535**	**24,544**

備註：
不設13樓、14樓及24樓

C. 有關期數的管理人的委任年期

9. MTR Corporation Limited香港鐵路有限公司獲委任為屋苑的管理人，其首屆任期由主公契的日期起計兩(2)年，其後繼續留任至依照主公契的條文終止委任為止。

10. 根據主公契，就元朗站並無委任管理人。元朗站由元朗站的業主管理和控制。

D. 期數中的住宅物業的業主之間分擔管理開支的原則

11. 期數中的住宅物業的業主須按照下列方式分擔管理開支：

(a) 期數中的住宅物業的所有業主（連同其他業主）須分擔屋苑管理預算（於主公契中定義）的開支，分擔比例相等於分配予他們（連同其他業主）擁有的單位（於主公契中定義）的管理份數（於主公契中定義）除以分配予屋苑（於主公契中定義）的總管理份數。

(b) 期數中的住宅物業的業主須分擔住宅樓宇管理預算（於主公契中定義）的開支，分擔比例相等於分配予其擁有的住宅單位（於主公契中定義）的管理份數除以分配予住宅樓宇（於主公契中定義）的總管理份數。

(c) 期數中的住宅物業的業主須分擔住宅停車場管理預算（於主公契中定義）的開支的一部分，分擔比例相等於分配予其擁有的住宅單位的管理份數除以分配予住宅樓宇的總管理份數，而該部分須按照下列公式計算：-

$$\text{部分} = \frac{\text{所有訪客車位的全部總樓面面積（以平方米為單位）}}{\text{所有車位和所有訪客車位的全部總樓面面積（以平方米為單位）}}$$

但如果管理人除了上述的預算外，還為屋苑的任何部分編制副管理預算或次級管理預算，應只分攤整體上歸屬於該等部分的開支，而任何副管理預算或次級管理預算的開支須由該副管理預算或次級管理預算所涵蓋的單位的業主支付（財政司司長法團（於主公契中定義）作為政府樓宇（於主公契中定義）的業主除外），分擔比例相等於分配予其擁有的單位的管理份數除以分配予由該副管理預算或次級管理預算所涵蓋的屋苑相關部分的總管理份數。

12. 分配予期數的每個住宅物業的管理份數的數目如下：-

第1座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
45樓	844	851	496	788	420	295	422	485	296
43樓	838	845	488	788	420	292	416	482	293
42樓	838	845	488	788	420	292	416	482	293
41樓	838	845	488	788	420	292	416	482	293
40樓	838	845	488	788	420	292	416	482	293
39樓	838	845	488	788	420	292	416	482	293
38樓	838	845	488	788	420	292	416	482	293
37樓	838	845	488	788	420	292	416	482	293
36樓	838	845	488	788	420	292	416	482	293
35樓	838	845	488	788	420	292	416	482	293
33樓	838	845	488	788	420	292	416	482	293
32樓	838	845	488	788	420	292	416	482	293
31樓	838	845	488	788	420	292	416	482	293
30樓	838	845	488	788	420	292	416	482	293
29樓	838	845	488	788	420	292	416	482	293
28樓	838	845	488	788	420	292	416	482	293
27樓	838	845	488	788	420	292	416	482	293
26樓	838	845	488	788	420	292	416	482	293
25樓	838	845	488	788	420	292	416	482	293
23樓	838	845	488	788	420	292	416	482	293
22樓	838	845	488	788	420	292	416	482	293
21樓	838	845	488	788	420	292	416	482	293
20樓	838	845	488	788	420	292	416	482	293
19樓	838	845	488	788	420	292	416	482	293
18樓	838	845	488	788	420	292	416	482	293
17樓	838	845	488	788	420	292	416	482	293
16樓	838	845	488	788	420	292	416	482	293
15樓	838	845	488	788	420	292	416	482	293
12樓	838	845	488	788	420	292	416	482	293
11樓	838	845	488	788	420	292	416	482	293
10樓	838	845	488	788	420	292	416	482	293
9樓	838	845	488	788	420	292	416	482	293
8樓	838	845	488	788	420	292	416	482	293
7樓	838	845	488	788	420	292	416	482	293
6樓	838	845	488	788	420	292	416	482	293
總數	**29,336**	**29,581**	**17,088**	**27,580**	**14,700**	**10,223**	**14,566**	**16,873**	**10,258**

備註：
不設13樓、14樓、24樓、34樓及44樓

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

第2座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
45樓	440	948	948	448	494	424	317	467	496
43樓	433	940	939	442	488	416	314	464	490
42樓	433	940	939	442	488	416	314	464	490
41樓	433	940	939	442	488	416	314	464	490
40樓	433	940	939	442	488	416	314	464	490
39樓	433	940	939	442	488	416	314	464	490
38樓	433	940	939	442	488	416	314	464	490
37樓	433	940	939	442	488	416	314	464	490
36樓	433	940	939	442	488	416	314	464	490
35樓	433	940	939	442	488	416	314	464	490
33樓	433	940	939	442	488	416	314	464	490
32樓	433	940	939	442	488	416	314	464	490
31樓	433	940	939	442	488	416	314	464	490
30樓	433	940	939	442	488	416	314	464	490
29樓	433	940	939	442	488	416	314	464	490
28樓	433	940	939	442	488	416	314	464	490
27樓	433	940	939	442	488	416	314	464	490
26樓	433	940	939	442	488	416	314	464	490
25樓	433	940	939	442	488	416	314	464	490
23樓	433	940	939	442	488	416	314	464	490
22樓	433	940	939	442	488	416	314	464	490
21樓	433	940	939	442	488	416	314	464	490
20樓	433	940	939	442	488	416	314	464	490
19樓	433	940	939	442	488	416	314	464	490
18樓	433	940	939	442	488	416	314	464	490
17樓	433	940	939	442	488	416	314	464	490
16樓	433	940	939	442	488	416	314	464	490
15樓	433	940	939	442	488	416	314	464	490
12樓	433	940	939	442	488	416	314	464	490
11樓	433	940	939	442	488	416	314	464	490
10樓	433	940	939	442	488	416	314	464	490
9樓	433	940	939	442	488	416	314	464	490
8樓	433	940	939	442	488	416	314	464	490
7樓	433	940	939	442	488	416	314	464	490
6樓	433	940	939	442	488	416	305	464	490
總數	15,162	32,908	32,874	15,476	17,086	14,568	10,984	16,243	17,156

備註：
不設13樓、14樓、24樓、34樓及44樓

第3座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位	J單位
32樓	1058	844	431	591	477	478	399	404	655
31樓	1051	839	425	583	477	478	394	399	655
30樓	1051	839	425	583	477	478	394	399	655
29樓	1051	839	425	583	477	478	394	399	655
28樓	1051	839	425	583	477	478	394	399	655
27樓	1051	839	425	583	477	478	394	399	655
26樓	1051	839	425	583	477	478	394	399	655
25樓	1051	839	425	583	477	478	394	399	655
23樓	1051	839	425	583	477	478	394	399	655
22樓	1051	839	425	583	477	478	394	399	655
21樓	1051	839	425	583	477	478	394	399	655
20樓	1051	839	425	583	477	478	394	399	655
19樓	1051	839	425	583	477	478	394	399	655
18樓	1051	839	425	583	477	478	394	399	655
17樓	1051	839	425	583	477	478	394	399	655
16樓	1051	839	425	583	477	478	394	399	655
15樓	1051	839	425	583	477	478	394	399	655
12樓	1051	839	425	583	477	478	394	399	655
11樓	1051	839	425	583	477	478	394	399	655
10樓	1051	839	425	583	477	478	394	399	655
9樓	1051	839	425	583	477	478	394	399	655
8樓	1051	839	425	583	477	478	394	399	655
7樓	1051	839	425	583	477	478	394	399	655
6樓	1051	839	425	583	477	478	394	399	655
總數	25,231	20,141	10,206	14,000	11,448	11,472	9,461	9,581	15,720

備註：
不設13樓、14樓及24樓

第5座

樓層	A單位	B單位	C單位	D單位	E單位	F單位	G單位	H單位
31樓	990	490	446	405	412	397	287	1070
30樓	990	484	447	399	409	392	284	1067
29樓	990	484	447	399	409	392	284	1067
28樓	990	484	447	399	409	392	284	1067
27樓	990	484	447	399	409	392	284	1067
26樓	990	484	447	399	409	392	284	1067
25樓	990	484	447	399	409	392	284	1067
23樓	990	484	447	399	409	392	284	1067
22樓	990	484	447	399	409	392	284	1067
21樓	990	484	447	399	409	392	284	1067
20樓	990	484	447	399	409	392	284	1067
19樓	990	484	447	399	409	392	284	1067
18樓	990	484	447	399	409	392	284	1067
17樓	990	484	447	399	409	392	284	1067
16樓	990	484	447	399	409	392	284	1067
15樓	990	484	447	399	409	392	284	1067
12樓	990	484	447	399	409	392	284	1067
11樓	990	484	447	399	409	392	284	1067
10樓	990	484	447	399	409	392	284	1067
9樓	990	484	447	399	409	392	284	1067
8樓	990	484	447	399	409	392	284	1067
7樓	990	484	447	399	409	392	284	1067
6樓	981	484	447	399	409	392	284	1067
總數	**22,761**	**11,138**	**10,280**	**9,183**	**9,410**	**9,021**	**6,535**	**24,544**

備註：
不設13樓、14樓及24樓

E. 釐定管理費按金的基準

13. 期數中的一個住宅物業的管理費按金為相等於三 (3) 個月管理開支（於主公契中定義）的金額。

F. 處理賣方在期數中保留作自用的範圍（如有）的公契條文摘要

14. 不適用。

註：
請參閱已簽立的主公契以了解全部詳情。完整的已簽立的主公契文本可於售樓處開放時間內作出要求後免費查閱，並可在支付必要的影印費後取得已簽立的主公契之複印本。

SUMMARY OF LAND GRANT
批地文件的摘要

1. The Phase is situated on Yuen Long Town Lot No. 510 (the "Lot").

2. The Lot was granted under the Agreement and Conditions of Grant by Private Treaty dated 16 November 2015 and registered in the Land Registry as New Grant No.22214 (as varied, modified or supplemented by an Approval Letter dated 16 April 2021 and registered in the Land Registry by Memorial No.21042700990019 (the "Approval Letter")) (the "Land Grant") for a term of 50 years commencing on 16 November 2015.

3. User

Special Condition No. (24)

(a) Subject to these Conditions and in particular subject to Special Condition No. (44)(a), 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) Without prejudice to the generality of sub-clause (a) 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, the Approved Landscape Master Plan referred to in Special Condition No. (26) and any master layout plans approved by the Town Planning Board.

4. Building Covenant

Special Condition No. (23)

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2023.

5. Indemnity by Grantee

General Condition No. 4

The Grantee 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.

6. 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;

(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.

7. Green Areas

Special Condition No. (6)

(a) The Grantee shall:

(i) on or before the 31st day of December 2023 or such other extended 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 the plan annexed to the Land Grant (hereinafter referred to as "the Green Areas"); and

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

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

(ii) on or before the 31st day of December 2023 or such other extended 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 Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

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

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

8. Future Public Road

Special Condition No. (10)

(a) The Grantee shall:

(i) on or before the 31st day of December 2023 or such other extended 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 stratum of airspace within the area shown coloured pink stippled green and pink stippled green cross-hatched black on the plan annexed to the Land Grant between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as determined by the Director, and the stratum of airspace within the area shown coloured pink stippled green crossed black on the plan annexed to the Land Grant between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said areas are hereinafter collectively referred to as "the Future Public Road"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require in the Future Public Road (hereinafter collectively referred to as "the Public Road Structures")

so that building, vehicular and pedestrian traffic may be carried on the Future Public Road.

(ii) on or before the 31st day of December 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Future Public Road and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Future Public Road together with the Public Road 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 Future Public Road has been re-delivered to the Government by the Grantee in accordance with Special Condition No. (11).

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

9. The First, Second, Third and Fourth Reserved Areas

Special Condition No. (14)

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

(i) the strata of land and airspace within the areas shown coloured pink edged violet on the plan annexed to the Land Grant below the level of 11.6 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said land and airspace are hereinafter collectively referred to as "the First Reserved Area");

(ii) the stratum of land and airspace within the area shown coloured pink hatched green on the plan annexed to the Land Grant below the level of 11.5 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said land and airspace is hereinafter referred to as "the Second Reserved Area");

(iii) the stratum of airspace within the Pink Stippled Green Circled Black Area between the levels of 11 metres above the Hong Kong Principal Datum and 15.1 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said airspace is hereinafter referred to as "the Third Reserved Area"); and

(iv) the strata of airspaces within the Pink Stippled Green Area, the Pink Stippled Green Cross-hatched Black Area and the Pink Stippled Green Circled Black Area between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director and the stratum of airspace within the Pink Stippled Green Crossed Black Area between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said airspaces are hereinafter collectively referred to as "the Fourth Reserved Area");

The First Reserved Area, the Second Reserved Area, the Third Reserved Area and the Fourth Reserved Area are hereinafter collectively referred to as "the Reserved Areas".

(b) The levels above the Hong Kong Principal Datum specified in sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition are approximations only and may be varied with the prior written consent of the Director or at the sole determination of the Director (whose determination shall be final and binding on the Grantee).

(c) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the First Reserved Area save and except those existing structures which shall include but not limited to the staircase, escalator and supporting columns in existence within the First Reserved Area at the date of this Agreement which are firstly required for the operation and use of the Yuen Long Station (as defined in Special Condition No. (44)(a)) and secondly have been approved in writing by the Director for the support of the development on the lot (which existing staircase, escalator and supporting columns within the First Reserved Area are hereinafter collectively referred to as the "Railway Supporting Structures").

(d) The owner of the Yuen Long Station shall indemnify and keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the owner of the Yuen Long Station, his servants, workmen or contractors in connection with the construction, alteration, repair and maintenance of the Railway Supporting Structures and removal of any building or structure or support for any building or structure from the First Reserved Area.

(e) Save as provided in Special Condition No. (11), the Grantee shall have no rights, title, ownership, possession or use of the Reserved Areas save and except that the owner of the Yuen Long Station shall have the rights, title, ownership, possession or use of the Railway Supporting Structures.

(f) Neither the Grantee nor any other person shall make any objection or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (h) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising whether directly or indirectly out of or as a consequence of the use of the Reserved Areas as public roads, public pavement, public car parking spaces, public bicycle parking spaces, Light Rail Transit Structures and Installations (as defined in Special Condition No. (19)(a)), floodwater pumping station and a vehicular down ramp leading from the neighbouring lot known and registered in Land Registry as The Remaining Portion of Lot No. 1576 in Demarcation District No. 115 for vehicular traffic (which vehicular down ramp is hereinafter referred to as "the Vehicular Down Ramp").

(g) Save as provided in Special Condition Nos. (10) and (13)(c) and sub-clause (c) of this Special Condition, no building or structure or support for any building or structure shall be erected or constructed by the Grantee within the Reserved Areas except with the prior written approval of the Director who may decline or give approval subject to such terms and conditions as he may in his sole discretion impose.

(h) Throughout the term agreed to be granted under the Land Grant, there are excepted and reserved unto the

Government free of any costs or charges:

(i) the rights of support and protection to the buildings or structures erected or to be erected within or on the Reserved Areas and their supporting structures and connections, the rights to all necessary easements, the rights of way to and from the Reserved Areas and any part or parts thereof through the lot and any buildings or structures erected or to be erected on the lot 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;

(ii) the rights to adjacent and lateral support and protection from damage of the public roads, public pavement, public car parking spaces, public bicycle parking spaces, Light Rail Transit Structures and Installations, floodwater pumping station and the Vehicular Down Ramp and all the associated structures and Government land within the Reserved Areas. During development or re-development of the lot or during the period of modification or reconstruction of the building or buildings erected or to be erected on the lot, the Grantee shall at his own expense carry out such works as may be necessary or required by the Director and in all respects to his satisfaction to ensure proper connection and linkage of these public roads, public pavement, public car parking spaces, public bicycle parking spaces, Light Rail Transit Structures and Installations, and the Vehicular Down Ramp to the road or roads at ground level for the purposes of pedestrian or vehicular traffic or both as may be required and to ensure proper use of the floodwater pumping station.

(i) Throughout the term agreed to be granted under the Land Grant, there is reserved and excepted unto the Director, his officers, contractors and agents, his or their workmen and any other person authorized by the Director with or without tools, equipment, machinery or motor vehicles, free of all costs and charges the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times to and from the Reserved Areas for the purpose of constructing, inspecting, maintaining, repairing, and renewing any structures, installations and other services across, through, within or under the Reserved Areas.

(j) The Government, the Director and his officers, contractors and agents, his or their workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any persons arising out of or incidental to the exercise of the rights conferred under this Special Condition and no claim whatsoever shall be made against the Government, the Director and his officers, contractors and agents, his or their workmen and other duly authorized personnel by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(k) For the purpose of this Special Condition only, the expression "Grantee" shall exclude the Financial Secretary Incorporated ("F.S.I.") (as defined in Special Condition No. (37)(a)).

10. Government's right of access to the lot

Special Condition No. (16)

(a) The Grantee shall at all times permit the Government, its assigns or licensees, its or their officers, agents, surveyors, contractors and workmen, and any other parties authorized by it or them free of all costs and charges, with or without motor vehicles, plant or machinery, tools or equipment to enter upon, in, under, over and through the lot or any part thereof or any building or part of any building erected or to be erected thereon for:

(i) erecting, installing, repairing, maintaining and operating street lightings, traffic signs or other forms of signal equipment on the portions of the lot adjacent to the Reserved Areas and on the external part or parts or the underside of the Podium which in the opinion of the Director (whose opinion is final and binding on the Grantee) are necessary for regulating vehicular and pedestrian traffic on the Reserved Areas;

(ii) viewing the state and condition of the Podium, the Footbridge 1 and the Vehicular Bridge and for the purpose of carrying out the works specified in Special Condition No. (18)(c).

(b) The Government, its assigns or licensees, its or their officers, agents, surveyors, contractors, workmen and other parties authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the exercise by it or them of the rights duly authorized under sub-clause (a) of this Special Condition and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

11. Maintenance of the Podium, the walls and columns supporting the Podium, the Footbridge 1 and the Vehicular Bridge

Special Condition No. (18)

(a) Without prejudice to Special Condition No. (15)(c), the Grantee shall at his own expense and in all respects to the satisfaction of the Director maintain in good repair and condition and keep clean, safe and secure (i) the Podium (including but not limited to the underside of the Podium); and (ii) the walls and columns supporting the Podium, the Footbridge I and the Vehicular Bridge.

(b) Upon viewing the state and condition of the Podium, the Footbridge 1 and the Vehicular Bridge, the Director may give notice in writing to the Grantee a schedule of defects and want of repairs found in or on the Podium, the underside of the Podium and the walls and columns supporting the Podium, the Footbridge 1 and the Vehicular Bridge and the Grantee shall within such time limit as may be imposed by the Director repair and make good the same in accordance with such notice in all respects to the satisfaction of the Director.

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Director may carry out all or any of the works specified in the notice referred to in sub-clause (b) of this Special Condition at the cost of the Grantee who shall pay to the Government on demand a sum equal to all costs and charges thereby incurred, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(d) The Grantee and the respective owners under Special Condition No. (58)(e) shall not do or allow or suffer anything to be done at any time in or on the Podium, the Footbridge 1 and the Vehicular Bridge which may be or become a nuisance or annoyance or cause damage or inconvenience to any persons or vehicles passing along any of the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area. The Grantee and the respective owners under Special Condition No. (58)(e) shall at his own expense at all times take such precautions as may be necessary to prevent any damage or injury caused to the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area or to persons or vehicles using any of the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area as a consequence of carrying out works in accordance with these Conditions. The Grantee and the respective owners under Special Condition No. (58)(e) shall indemnify and keep indemnified the Government against all liabilities, claims, costs, expenses, loss, damages, demands, charges, actions or proceedings of whatever nature arising out of or in connection with anything done or omitted to be done by the Grantee or the respective owners under Special Condition No. (58)(e) in respect of or as a consequence of the carrying out of any of such works.

(e) The Grantee shall not use or permit or suffer to be used any part of the underside of the Podium for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

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

12. Light Rail Transit railway protection

Special Condition No. (19)

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

(b) The Grantee shall observe and comply with to the satisfaction of the Building Authority all its requirements imposed from time to time for the protection of the Light Rail Transit and the Light Rail Transit Structures and Installations.

13. Operation, management and maintenance of the Existing Open-air PTI

Special Condition No. (20)

(a) (i) The Grantee acknowledges that there is a public transport interchange on the ground level within the Southern Site comprising the public road, a bus terminus, a green minibus terminus, residential coach lay-bys, taxi lay-bys, motorcycle parking spaces and public bicycle parking spaces at the approximate position as shown and marked "Existing Open-air Public Transport Interchange" on the plan annexed to the Land Grant (hereinafter collectively referred to as "the Existing Open-air PTI"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence, operation and use of the Existing Open-air PTI and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in the Existing Open-air PTI.

(ii) The Grantee shall permit the public to use the Existing Open-air PTI and shall not interfere with the normal operation of the Existing Open-air PTI or any part or parts thereof and no works that may affect the normal operation of the Existing Open-air PTI, or any part or parts thereof shall be carried out except with the prior written approval of the Commissioner for Transport.

(b) (i) Notwithstanding Special Condition Nos. (5) and (7), the Government or any other persons authorized by it shall have the operation right of the Existing Open-air PTI (prior to its respective cessation of operation as mentioned in sub-clause (f) of this Special Condition);

(ii) For the purpose of sub-clause (b)(i) of this Special Condition and for the avoidance of doubt, the operation right of the Existing Open-air PTI shall include but not limited to the right of operation of the Existing Open-air PTI for use by the public 24 hours a day.

(c) The Grantee shall at all times during the period of operation of the Existing Open-air PTI at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Existing Open-air PTI (including general cleaning of the footpaths, platforms, carriageways and other facilities) in all respects to the satisfaction of the Director.

(d) Subject to sub-clause (e) of this Special Condition, the Government shall have the absolute discretion at any time to permit its authorized persons and the public to use the Existing Open-air PTI or any part or parts thereof.

(e) (i) The Grantee shall allow unrestricted and free access to and from the Existing Open-air PTI through the lot or any part thereof for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.

(ii) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the unobstructed access to and from the Existing Open-air PTI to the public for the right of passage.

(iii) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(f) The Grantee shall at his own expense, after obtaining prior written approval from the Commissioner for Transport and his confirmation on the cessation of operation of the Existing Open-air PTI or any part or parts thereof demolish and remove the Existing Open-air PTI or such part or parts thereof no longer in operation in all respects to the satisfaction of the Director.

(g) In the event of the non-fulfilment of the Grantee's obligations under this Special Condition within the time limit or limits as may be imposed by the Director the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(h) For the purpose of exercising the right under this Special Condition and the carrying out of the works as referred to in this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles, shall have free and uninterrupted right at all reasonable times to enter into the lot, the Green Areas or any part or parts thereof and any building or buildings erected or to be erected thereon.

(i) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (c) and (f) of this Special Condition or the exercise of the rights by it or them under sub-clauses (b), (d), (e) and (g) of this Special Condition or otherwise and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

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

(k) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee of the assignment made under Special Condition No. (62)(b).

14. 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.

15. Landscape master plan

Special Condition No. (26)

(a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan including 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).

(b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, and such other information as the Director may require;

(ii) Not less than 30% of the area of the Northern Site and 17.6% of the area of the Southern Site shall be planted with trees, shrubs or other plants;

(iii) Not less than 38.2% or such other percentage as may be approved by the Director of the 30% of the area of the Northern Site and not less than 50% or such other percentage as may be approved by the Director of the 17.6% of the area of the Southern Site 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;

(iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the said 30% of the area of the Northern Site and 17.6% of the area of the Southern Site referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Grantee; and

(v) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.

(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).

16. Development conditions

Special Condition No. (27)

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

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

(i) the Yuen Long Station (as defined in Special Condition No. (44)(a));

(ii) the Government Accommodation (as defined in Special Condition No. (29)(a));

(iii) private residential purposes (hereinafter referred to as "the Residential Accommodation") with a total gross floor area of not less than 75,873 square metres and not more than 126,455 square metres;

(iv) non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes (hereinafter referred to as "the Commercial Accommodation") with a total gross floor area of not less than 6,921 square metres but not more than 11,535 square metres;

(v) the Existing Open-air PTI (as defined in Special Condition No. (20)(a));

(b) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(c) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;

(d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 82,794 square metres and shall not exceed 137,990 square metres;

(it being agreed and acknowledged by the Grantee that there is no guarantee by the Government that the building or buildings erected or to be erected on the lot or any part thereof can attain the maximum gross floor areas referred to in sub-clauses (a)(iii), (a)(iv) and (d) of this sub-clause),

(e) (i) the total number of residential units erected or to be erected on the lot under sub-clause (a)(iii) of this Special Condition shall not be less than 1,876 units. For the purposes of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee;

(ii) out of the total number of residential units provided under sub-clause (e)(i) of this Special Condition, not less than 1,312 residential units shall be in the size of not exceeding 50 square metres in saleable area each; and

(iii) for the purpose of sub-clause (e) of this Special Condition, the expression "saleable area" means the floor area of a unit enclosed by walls (inclusive of the floor area of any balconies, utility platforms and verandahs, but exclusive of other areas including the area of any cockloft, bay window, parking space, yard, terrace, garden, flat roof, roof and air-conditioning plant room), which area (including any balcony, utility platform and verandah enclosed by walls) shall be measured from the exterior of the enclosing walls of such unit, balconies, utility platforms or verandahs (as the case may be) except where such enclosing walls separate two adjoining units, balconies, utility platforms or verandahs (as the case may be), 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, balconies, utility platforms or verandahs (as the case may be) but shall exclude the common parts outside the enclosing walls of such unit, balconies, utility platforms or verandahs (as the case may be), and for balconies, utility platforms or verandahs, shall exclude the whole thickness of the enclosing walls or boundary which abut onto the unit provided that if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included; and where a balcony, utility platform or verandah is not enclosed by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the said balcony, utility platform or verandah.

(f) 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 145.85 metres above the Hong Kong Principal Datum within the Northern Site and a height of 174.5 metres above the Hong Kong Principal Datum within the Southern Site or such other height limits 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 with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods, antenna and telecommunication service equipment, lightning protection facilities, building maintenance plant and similar structures and facilities, excluding communal sky garden, may be

erected or placed on the roof of the building or buildings so as to exceed the above height limits;

(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;

(ii) for the purposes of sub-clause (g)(i) of this Special Condition:

(I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;

(II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;

(III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and

(IV) in calculating the projected facade length referred to in sub-clause (g)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and

(h) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and the Permitted Works) shall be commenced on the lot until such approval shall have been obtained.

17. Public Open Space

Special Condition No. (28)

(a) The Grantee shall on or before the 31st day of December 2023 at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Southern Site public open space comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the plan annexed to the Land Grant of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level and (ii) an open space of not less than 1,200 square metres on the ground level (hereinafter collectively 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. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(b) The owner of the Commercial Accommodation shall throughout the term agreed to be granted under the Land Grant 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.

(c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the owner of the Commercial Accommodation shall upon completion of construction of the Public Open Space and throughout the term agreed to be granted under the Land Grant at his own expense and in all respects to the satisfaction of the Director:

(i) keep the Public Open Space open for the use and enjoyment by all members of the public free of charge and 24 hours a day without any interruption; and

(ii) display notices in prominent locations informing the public that the Public Open Space is open to the public 24 hours a day.

(d) The Public Open Space shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(d).

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause(c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for use.

(f) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) (i) Subject to sub-clause (g)(ii) of this Special Condition, the Grantee shall not, throughout the term agreed to be granted under the Land Grant, assign, mortgage, charge, part with the possession of or otherwise dispose the Commercial Accommodation or any part thereof or enter into any agreement so to do except as a whole.

(ii) This sub-clause shall not apply to an underletting of the Commercial Accommodation or any part thereof. For the avoidance of doubt, any underletting of the Commercial Accommodation or any part thereof prior to compliance with these Conditions by the Grantee shall be subject to Special Condition No. (62)(a) and after compliance with these Conditions by the Grantee shall be subject to Special Condition No. (64)(d). It is agreed and declared that any alienation of the Commercial Accommodation shall be expressly subject to the Grantee's obligations under sub-clauses (a), (b), (c), (d), (e) and (f) of this Special Condition.

18. Provision of the Government Accommodation

Special Condition No. (29)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules annexed to the Land Grant (hereinafter referred to as "the Technical Schedules") and the plans approved under Special Condition No. (31)(a), the following accommodation:

(i) one public toilet on the ground level within the Southern Site (hereinafter referred to as "the Public Toilet") with a net operational floor area of not less than 114 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023;

(ii) one services centre for the use for children and youth or such other use as may be approved by the Director of Social Welfare (hereinafter referred to as "the Children and Youth Services Centre") with a net operational floor area of not less than 631 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023;

(iii) one service centre for the use for family or such other use as may be approved by the Director of Social Welfare (hereinafter referred to as "the Family Service Centre") with a net operational floor area of not less than 535 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023; and

(iv) the Existing PTI (as defined in Special Condition (30)(a));

(which accommodation (including lighting fixtures, ventilation plant, fire service systems, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) (hereinafter collectively referred to as "the Government Accommodation").

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

(c) (i) For the purpose of determining the net operational floor area of the Government Accommodation, the net

operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within the Government Accommodation as detailed in the Technical Schedules excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, areas for mechanical and electrical services for any kind of systems and pipe ducts, services passageway, services ducts and services corridor.

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.

19. Existing PTI

Special Condition No. (30)

(a) The Grantee acknowledges that there is a public transport interchange on the ground level of the lot within the Northern Site (which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) is hereinafter collectively referred to as "the Existing PTI"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence, operation and use of the Existing PTI and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, damages, expenses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in the Existing PTI.

(b) Upon possession of the lot being given to and taken by the Grantee in accordance with Special Condition No. (5)(a), possession of the Existing PTI shall be deemed to be delivered by the Grantee to the Government for its exclusive use, occupation and operation, but without prejudice to any agreement made between the Government and the Grantee on the maintenance of the Existing PTI.

(c) The Grantee shall permit the public to use the Existing PTI and shall not interfere with the normal operation of the Existing PTI. No building works which may affect the normal operation of the Existing PTI shall be carried out except with the prior written approval of the Commissioner for Transport.

(d) (i) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges all the necessary rights of ingress, egress and regress to, from and through the lot or any part or parts thereof for the purposes of carrying out any works by the Government which the Director may consider necessary in the Existing PTI.

(ii) The Government, its officers, agents, contractors, workmen and other duly authorized personnel 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 sub-clause (d)(i) of this Special Condition and no claim shall be made against it or them by the Grantee in respect of such loss, damage, nuisance or disturbance.

(e) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof during which the Existing PTI is in the possession of the Government.

(f) (i) The Grantee shall allow unrestricted and free access to and from the Existing PTI through the lot or any part thereof for all Government and public vehicular and pedestrian traffic and the Government shall have the absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.

(ii) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the unobstructed access to and from the Existing PTI to the public for the right of passage.

(iii) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out upgrading and modification of the Existing PTI by way of permanent closure of the traffic island and its conversion into a carriageway (including conducting all necessary works and modification works to the Existing PTI and any other works which the Commissioner for Transport may consider necessary) in a good workmanlike manner to be completed and made fit for occupation and operation on or before the 31st day of December 2023 or such other later date as may be determined by the Director (whose determination shall be final and binding on the Grantee) 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).

(ii) The Grantee is granted with the right of access to and from the Existing PTI or any part thereof to:

(I) conduct the works or modification works for the purpose of upgrading and modification of the Existing PTI pursuant to sub-clause (g)(i) of this Special Condition;

(II) carry out any other works which the Commissioner for Transport may consider necessary pursuant to sub-clause (g)(i) of this Special Condition; and

(III) carry out the maintenance works of the Existing PTI pursuant to Special Condition No. (43)(a) and any agreement made between the Government and the Grantee on the maintenance of the Existing PTI during such period of upgrading and modification the Existing PTI.

(iii) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising whether directly or indirectly 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 provision and upgrading and modification of the Existing PTI.

(h) The Grantee acknowledges that there is an existing public toilet located on the ground level of the lot within the Southern Site (hereinafter referred to as "Existing Public Toilet"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence, operation and use of the Existing Public Toilet and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, damages, expenses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in the Existing Public Toilet.

(i) The Grantee shall not interfere with the use by the public of the Existing Public Toilet until the Grantee has provided temporary portable toilets for use by the public. The Grantee shall at his own expense in all respects to the satisfaction of the Director of Food and Environmental Hygiene provide and maintain temporary portable toilets in such manner and at such location as the Director of Food and Environmental Hygiene may approve and keep the said temporary portable toilets open for use by the public at all times until the Public Toilet is completed and open for use by the public.

20. Maintenance of the Podium, the walls and columns supporting the Podium, the Footbridge 1 and the Vehicular Bridge

Special Condition No. (40)

(a) Without prejudice to the provisions of Special Condition No. (41), the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (41)(a), at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation (excluding the Existing PTI) and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude the Grantee's assigns but shall include the assignee of the assignment made under Special Condition No. (62)(b).

21. Maintenance of external finishes and structure of walls, etc.

Special Condition No. (43)

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

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

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

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

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

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

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, loss, 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..

22. Use of the Yuen Long Station

Special Condition No. (44)

(a) The Grantee acknowledges that there is a railway station existing within the Northern Site at the date of this Agreement. The railway station together with the Railway Supporting Structures and such ancillary railway structures, facilities, subways and roads for the operation of railway (which railway station and the Railway Supporting Structures and ancillary railway structures, facilities, subways and roads are hereinafter collectively referred to as "the Yuen Long Station") shall not be used for any purpose other than for the purpose of a railway station and such purposes ancillary to the use, operation and management of the railway (for the avoidance of doubt excluding staff housing) and such other purposes as may be approved in writing by the Director at his sole discretion provided that in giving approval to such other uses, the Director may impose such terms and conditions as he thinks fit including charging an additional premium.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may use or permit or suffer the use of the Yuen Long Station or any part thereof for the provision of services or articles for the use or enjoyment of passengers on the railway.

(c) The Grantee shall at his own expense use, operate and maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within the Northern Site the Yuen Long Station for the operation of the railway.

(d) The Yuen Long Station shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(d).

(e) The portions of the Yuen Long Station within:-

(i) the area as shown coloured pink hatched red on the plan annexed to the Land Grant shall be erected within the stratum of land and airspace below the level of 21 metres above the Hong Kong Principal Datum; and

(ii) the area as shown coloured pink edged violet on the plan annexed to the Land Grant shall be erected within the stratum of airspace between the levels of 11.6 metres above the Hong Kong Principal Datum and 30.7 metres above the Hong Kong Principal Datum but shall include those support structures and ancillary equipment, facilities or utilities or both outside the said stratum of airspace which are approved in writing by the Government.

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

23. West Rail Railway protection

Special Condition No. (49)

(a) No building works, foundation works or any other works within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the railway known as West Rail, Yuen Long Station or any structures or installations in relation to the West Rail (hereinafter collectively referred to as "the West Rail Structures and Installations") in the lot or in the vicinity of the lot. The Grantee shall consult the MTRCL prior to the commencement of any works whatsoever on the lot. The Grantee shall at his own expense take such measures and precautions as may be required by the Director to ensure the safety of the operation of West Rail and the West Rail Structures and Installations.

(b) The Grantee shall comply with all Ordinances, by-laws and regulations relating to the West Rail and the West Rail Structures and Installations.

(c) The Grantee shall not interfere in any way with the construction, use and operation of the West Rail and the West Rail Structures and Installations.

(d) The Grantee shall at his own expense comply with all special requirements of the Director of Buildings, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the West Rail and the West Rail Structures and Installations.

(e) Throughout the term agreed to be granted under the Land Grant, the Grantee shall observe and comply with to the satisfaction of the Director of Buildings all requirements imposed by the Director of Buildings from time to time for the protection of the West Rail Structures and Installations.

(f) Subject to sub-clause (g) of this Special Condition, in the event MTRCL ceases to operate the West Rail or any part of the West Rail affecting the lot upon the revocation or expiration of the franchise (including any extension thereto) granted under Section 4 of the Ordinance or the termination or expiry of the Service Concession Agreement, any reference to MTRCL in this Special Condition shall mean the Kowloon-Canton Railway Corporation.

(g) In the event MTRCL ceases to operate the West Rail or any part of the West Rail affecting the lot upon the revocation or expiration of the franchise (including any extension thereto) granted under Section 4 of the Ordinance and the Government, its nominee or a third party designated by the Government takes possession of the West Rail or such part of the West Rail affecting the lot pursuant to Section 19A(2) of the Ordinance, any reference to MTRCL in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government.

24. Access to the Yuen Long Station by the Government

Special Condition No. (50)

(a) The Grantee shall throughout the term agreed to be granted under the Land Grant permit the Government, its officers, servants, agents, contractors, workmen and any other persons authorized by it or them the right of free and unrestricted ingress, egress and regress to, from and through the lot and any building or structure erected or to be erected thereon at all reasonable times (upon giving not less than 14 days prior notice except in the case of any emergency) with or without tools, vehicles or equipment for the purposes of inspection of the Yuen Long Station or the West Rail Structures and Installations or viaducts or any part thereof in relation to the West Rail.

(b) Save as provided in Special Condition No. (48), the Government, its officers, servants, agents, contractors, workmen and any other persons authorized by it or them 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 sub-clause (a) of this Special Condition, and no claim or objection shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

25. Access to the Yuen Long Station by the public

Special Condition No. (51)

The Grantee shall throughout the term agreed to be granted under the Land Grant permit all members of the public on foot or by wheelchairs or with all types of vehicles (if appropriate) during the operational hours of the Yuen Long Station 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 Yuen Long Station.

26. Recreational facilities

Special Condition No. (53)

(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.

(b) For the purpose of calculating the gross floor area stipulated in Special Condition Nos. (27)(a) and (27)(d), subject to Special Condition No. (92)(d), any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.

(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);

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

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

27. Pedestrian Link

Special Condition No. (57)

(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 within the lot and any building or buildings erected on to be erected thereon (together with such stairs, ramps, lightings, ventilation, passenger lifts and escalators and footbridge supports as the Director in his absolute discretion may require) (hereinafter collectively referred to as "the Pedestrian Link") for the purposes as specified in 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 may be required or approved by the Director.

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

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

(ii) link up all major facilities within the lot including the Yuen Long Station, the Government Accommodation, the Commercial Accommodation, residential blocks, the Existing Open-Air PTI (prior to its cessation of operation as mentioned in Special Condition No. (20)(f)), the Existing PTI, the Public Open Space, open space, community facilities, the Vehicular Bridge, the footbridges shown and marked "FB2", "FB3", "STATION FB" and "PUBLIC FB" and the Footbridge 1 and the future footbridges (which the Footbridge 1 and the future footbridges are hereinafter collectively referred to as "the "Future Footbridges") located at the approximate positions shown and marked "PROP. FB4", "PROP. FB5" and "PROP. FB6" and "PROP. FB7" on the plan annexed to the Land Grant or such other location or locations as may be agreed by the Director (hereinafter respectively referred to as "the Proposed Footbridge 4", "the Proposed Footbridge 5", "the Proposed Footbridge 6" and "the Proposed Footbridge 7").

(c) The Grantee shall throughout the term agreed to be granted under the Land Grant manage and maintain at his own expense the Pedestrian Link required to be provided under this Special Condition in good and substantial condition and repair and in all respects to the satisfaction of the Director. The Grantee shall at his own expense keep the passenger lift next to the Proposed Footbridge 4 in operation and the passageway in between them open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption to the satisfaction of the Director.

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design provide and thereafter maintain and manage a pedestrian walkway within the lot and any building or buildings erected or to be erected thereon with a clear internal width of not less than 6 metres (hereinafter referred to as "the Pedestrian Walkway") so as to link up at such locations and levels as the Director shall approve the footbridges at the respective locations shown and marked "FB2" and "FB3" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the Footbridge 2" and "the Footbridge 3"), the ground level of the lot and the footpaths at street level adjacent to the lot. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The Pedestrian Walkway shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director to reach the ground level of the lot and the footpaths at street level adjacent to the lot. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(e) The Grantee shall throughout the whole term agreed to be granted under the Land Grant keep the 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 on foot or by wheelchair for all lawful purposes free of charge without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts required to be provided under sub-clause (d) of this Special Condition in operation 24 hours a day to the satisfaction of the Director.

(f) Prior to the completion of the Pedestrian Walkway, the Grantee after having taken possession of the Southern Site and Northern Site shall forthwith at his own expense and in all respects to the satisfaction of the Director provide and maintain within the Sites a temporary pedestrian walkway which shall be kept open for use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption and shall link up the Footbridge 2, the Footbridge 3, the ground level of the lot and the footpaths at street level adjacent to the lot. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(g) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in connection with the provision, management, repair and maintenance of the Pedestrian Walkway.

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

28. Construction of covered footbridges, supports and connections and vehicular bridge

Special Condition No. (58)

(a) The Grantee shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director:

(i) construct a footbridge and a vehicular bridge above the Second Reserved Area, together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the footbridge or the vehicular bridge or otherwise) as shall be required or approved by the Director, in the approximate positions shown and marked "FB1" and "VB" on the plan annexed to the Land Grant (which said footbridge and vehicular bridge together with all their respective supports and connections are hereinafter respectively referred to "the Footbridge 1" and "the Vehicular Bridge"). The Footbridge 1 and the Vehicular Bridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge 1 shall have a clear internal width of 6 metres and a minimum clear internal headroom of 2.6 metres while the Vehicular Bridge should have a minimum clear internal width of 7.3 metres or such other dimension or dimensions as may be required or approved by the Director;

(ii) modify the Footbridge 2 and the Footbridge 3 together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Footbridge 2 or the Footbridge 3 or otherwise) as shall be required or approved by the Director and provide and construct such supports, connections and extensions to the Footbridge 2 and the Footbridge 3 in the building or buildings erected or to be erected on the lot (which supports, connections and extensions are hereinafter collectively referred to as "the Existing Supports, Connections and Extensions for FB2 and FB3") so that pedestrian access can be gained over the Footbridge 2 and the Footbridge 3 to and from the Pedestrian Link. The Existing Supports, Connections and Extensions for FB2 and FB3 shall be constructed with such materials and to such specifications, standards, levels, alignment, disposition and designs and at such points as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators and lifts as the Director in his sole discretion may require;

(iii) construct the columns and such other structural supports and connections together with such ramps, associated staircases and landings, escalators and lifts as the Director may require (which columns structural supports and connections together with the facilities are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the Future Footbridges which may be located at the approximate positions shown on and marked "FBI", "PROP.FB4", "PROP.FB5" "PROP. FB6" and "PROP.FB7" on the plan annexed to the Land Grant or at such other location or locations as may be required or approved by the Director (which approximate positions of the Future Footbridges are hereinafter collectively referred to as "the Future Footbridges Locations") and the existing footbridges (hereinafter collectively referred to as "the Existing Footbridges") which are located at the positions shown and marked "FB2", "FB3", "the STATION FB" and "the PUBLIC FB" on the plan annexed to the Land Grant (which positions of the Existing Footbridges are hereinafter collectively referred to as "the Existing Footbridges Locations") so that the Future Footbridges and the Existing Footbridges can be connected to the buildings erected or to be erected on the lot and that pedestrian access can be gained over the Future Footbridges and the Existing Footbridges into and from the Pedestrian Link.

(b) In the event of the non-fulfilment of the Grantee's or the respective owners' obligation under sub-clauses (a) and (e) of this Special Condition, as the case may be, within the said time limit specified by the Director, the Government may carry out the necessary construction, modification, repair or maintenance works at the cost of the Grantee or the respective owners, under sub-clauses (a) and (e) of this Special Condition as the case may be, who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be, arising out of or incidental to the exercise by him or them of the rights conferred under this sub-clause, and no claim shall be made against him or them by the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be, in respect of any loss, damage, nuisance or disturbance.

(c) (i) The Footbridge 1, the Footbridge 2 and the Footbridge 3 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Vehicular Bridge shall not be used for any purpose other than for the passage of motor vehicles and

emergency vehicles and for pedestrian passage on foot or by wheelchair.

(iii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge 1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iv) The Grantee shall not do or permit or suffer to be done in the Footbridge 1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge 1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(v) The Grantee shall throughout the period during which the Footbridge 1 is in existence permit all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 1.

(vi) The Grantee shall throughout the period during which the Footbridge 2 and the Footbridge 3 are in existence permit all members of the public for all lawful purposes 24 hours a day freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 2 and the Footbridge 3.

(vii) The Grantee shall throughout the period during which the Footbridges located at the position shown and marked "STATION FB" and "PUBLIC FB" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the STATION FB" and "the PUBLIC FB") and the Proposed Footbridge 5 and the Proposed Footbridge 6 are in existence permit all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the PUBLIC FB, the STATION FB, the Proposed Footbridge 5 and the Proposed Footbridge 6 via the Footbridge Associated Structures.

(viii) The Grantee shall throughout the period during which the Proposed Footbridge 4 and the Proposed Footbridge 7 are in existence permit all members of the public for all lawful purposes at all reasonable times during the day and night freely and without payment of any nature whatsoever to pass and repass on foot and by wheelchair along, to, from, through, over, up and down the Proposed Footbridge 4 and the Proposed Footbridge 7 via the Footbridge Associated Structures.

(d) The Grantee or the respective owners under sub-clause (e) of this Special Condition, as the case may be, shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee or the respective owners under sub-clause (e) of this Special Condition, as the case may be, his servants, workmen or contractors in connection with the construction and modification works required under Special Condition Nos. (58)(a)(i), (58)(a)(ii) and (58)(a)(iii) and the repair, management and maintenance works required under Special Condition No. (58)(e).

(e) Throughout the term agreed to be granted under the Land Grant,

(i) the owner of the Commercial Accommodation shall at his own expense repair, manage and maintain the Footbridge 1, the Footbridge 2, the Existing Supports, Connections and Extensions for FB2 and FB3, portion of the Footbridge 3 located within the Southern Site and the Footbridge Associated Structures of the Footbridge 1, the Footbridge 2, the Footbridge 3, the Proposed Footbridge 4 and the Proposed Footbridge 7 and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director;

(ii) the owner of the Residential Accommodation shall at his own expense repair, manage and maintain the Vehicular Bridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director;

(iii) the owner of the Yuen Long Station shall at his own expense repair, manage and maintain the Footbridge Associated Structures of the STATION FB, the PUBLIC FB, the Proposed Footbridge 5 and the Proposed Footbridge 6, and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director.

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

(i) to carry out works for the purposes of connecting the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Future Footbridges to the Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") at the Existing Footbridges Locations and the Future Footbridges Locations and thereafter to enjoy the easement of support of the Connections, the Existing Footbridges and the Future Footbridges; and

(ii) to repair and maintain the Connections, the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Future Footbridges.

Save as provided in Special Condition in No. (48), the Government, its officers, contractors, agents, employees, workmen and licensees 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.

(g) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (64)(a) for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Future Footbridges and the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Footbridge Associated Structures or any replacement thereof referred to in sub-clause (i) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening is under temporary closure maintain the same at his or its own expense to the satisfaction of the Director.

(h) The Grantee acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Future Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee or any person for any claim, loss or damage howsoever arising in connection therefrom or in connection therewith or as a consequence thereof if the Future Footbridges will not be constructed in the future.

(i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge 1, the Footbridge 2, portion of the Footbridge 3 within the Southern Site, the Existing Supports, Connections and Extensions for FB2 and FB3, the Footbridge Associated Structures and the Vehicular Bridge or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at

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his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridges, new supports connections and extensions, new footbridge associated structures and new vehicular bridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require.

(j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (57)(c), (57)(e), (57)(f), (58)(c)(v), (58)(c)(vi), (58)(c)(vii) and (58)(c)(viii) neither the Grantee intends to dedicate nor the Government consents to any dedication of the passageway next to the Proposed Footbridge 4, the Pedestrian Link, the Pedestrian Walkway, the temporary pedestrian walkway, the Footbridge 1, the Footbridge 2, portion of the Footbridge 3 within the Southern Site, and the Footbridge Associated Structures to the public for the right of passage.

29. Provision of vehicular access connecting the Vehicular Down Ramp and the Future Public Road

Special Condition No. (60)

(a) The Grantee shall at his own expense within such time limit as shall be specified by the Director in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director construct and provide and thereafter repair, manage and maintain a vehicular access within the lot. The said vehicular access shall have a width of not less than 6 metres and shall be constructed in such a manner, with such materials and to such standard, alignment, levels and design as shall be approved or required by the Director to link up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road.

(b) In the event of the non-fulfilment of the Grantee's obligation under sub-clause (a) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction, repair or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 loss, damage, nuisance or disturbance.

(c) The Grantee shall subject to the Deed of Grant of Easement throughout the term agreed to be granted under the Land Grant keep the vehicular access required to be provided under sub-clause (a) of this Special Condition open for use by the public for passage of motor vehicles 24 hours a day free of charge without any interruption.

(d) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (c) and (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consent to any dedication of the said vehicular access to the public for the right of passage.

(e) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clauses (c) and (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(f) Prior to the completion of the vehicular access referred to in sub-clause (a) of this Special Condition, and upon development or redevelopment of the lot, the Grantee shall subject to the Deed of Grant of Easement at his own expense construct, provide and maintain within the lot in such positions and subject to such conditions as may be imposed by the Director a temporary vehicular access from the Vehicular Down Ramp to the adjacent public roads and shall keep the said temporary vehicular access open for the use by the public 24 hours a day free of charge without any interruption.

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

30. Private open space

Special Condition No. (66)

(a) The Grantee shall at his own expense in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide, landscape a private open space within the lot with a total area of not less than 4,823 square metres (hereinafter referred to as "the Private Open Space") and inclusion of the planting of such shrubs and trees to such level, standard and design as may be approved by the Director. The Private Open Space shall be completed and made fit for use on the date referred to in Special Condition No. (23). The Private Open Space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents and occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(b) The Grantee which shall include its assigns and successors but exclude F.S.I. shall throughout the term agreed to be granted under the Land Grant at his own expense maintain the Private Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director.

(c) The Private Open Space shall be designated as and form part of the Common Areas referred to in Special Condition No. (64)(a)(v).

31. Parking 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 for or to a number of Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	**No. of the Residential Parking Spaces to be provided**
Less than 40 square metres	One space for every 23.33 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 13.33 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4.44 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.7 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.24 residential units or part thereof
Not less than 160 square metres	One space for every 0.98 residential unit or part thereof

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of 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 are not taken into account for the calculation of the total gross floor area stipulated in Special Condition No. (27)(d); 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 the residential common area, which is for common use and benefit of all 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 are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(d) (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

(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 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (70)) 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 provision of car cleaning and beauty services.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the a rate of one space for every 260 square metres or part thereof of the gross floor area in the building or buildings erected to be erected on the lot to be used for the Commercial Accommodation unless the Director consents to another rate.

(ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (70)) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for such purposes stipulated in the said sub-clause 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)(i), (a)(iii) and (b)(i) of this Special Condition (all as may be varied under Special Condition No. (70)), the Grantee shall reserve and designate such number of 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 referred to as "the Parking Spaces for the 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 (as may be varied under Special Condition No. (70)) and that the Grantee shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (70)) to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the 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 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) 1 motorcycle parking space per 95 residential units or part thereof in the building or buildings erected or to be erected on the lot (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) ten 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. (70));

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

(ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(iii) The spaces provided under sub-clauses (d)(i)(II) of this Special Condition 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 purpose stipulated in sub-clause (b)(i) and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise for the provision of car cleaning and beauty services.

(e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 7.5 units or part thereof for those residential units.

(f) (i) Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (both as may be varied under Special Condition No. (70)) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) Each of the spaces provided under sub-clause (c) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(iii) Each of the spaces provided under sub-clause (d) of this Special Condition 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.

(iv) Each of the spaces provided under sub-clause (e) of this Special Condition shall be of such dimensions as may be approved in writing by the Director.

32. Loading and unloading requirements

Special Condition No. (69)

(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 space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of 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; (For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units);

(ii) one space for every 1,300 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 the Commercial Accommodation; and

(b) Each of the spaces provided under sub-clause (a) of this Special Condition 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.

(c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

33. Restriction on alienation of Residential Parking Spaces and the Residential Motor Cycle Parking Spaces requirements

Special Condition No. (72)

(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 Yuen Long Station and the WR Undivided Shares) as a whole.

34. Cutting away

Special Condition No. (76)

(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 agreed to be granted under the Land Grant 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.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (75).

(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 provided in the Land Grant for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry 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."

35. Anchor maintenance

Special Condition No. (78)

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.

36. 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 and 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 and 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.

37. Construction of drains and channels

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.

38. Drainage Reserve

Special Condition No. (83)

(a) (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure other than the Footbridge 2 shall be erected or constructed on, over, under, above, below or within the area of the lot shown coloured pink hatched violet on the plan annexed to the Land Grant (hereinafter referred to as "the Drainage Reserve Area").

(ii) Notwithstanding sub-clause (a)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Grantee may erect or permit to be erected on the Drainage Reserve Area a minor structure or structures provided that if and when required by the Director, the Grantee shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Drainage Reserve Area. If the Grantee fails to carry out such removal demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(b) Neither the Grantee nor any other person shall have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the rights and obligations referred to in sub-clause (a) of this Special Condition or in respect of or as a consequence of the use of the Drainage Reserve Area.

(c) The Director and his duly authorized officers, contractors, his or their workmen and any other persons authorized by the Director (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Area (hereinafter referred to as "the Utilities") which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(d) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the authorized persons of the right of unrestricted ingress, egress and regress and inlaying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (c) of this Special Condition and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

39. Cable Reserve

Special Condition No. (88)

(a) The Grantee acknowledges that as at the date of this Agreement, there are in existence some 132kV and 11kV cables, the associated cable, associated works, structures, facilities or installations (hereinafter collectively referred to as "the Cables") below the ground level of that part of the lot falling within the orange lines in the approximate position shown and marked "CABLE RESERVE" on the plan annexed to the Land Grant (that part of the lot is hereinafter referred to as "the Cable Reserve") The Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Cables and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee.

(b) The Grantee shall at his own expense satisfy himself as to the extent of the Cables and shall not demolish, damage or interfere in any way with the Cables (the decision of the Director as to what constitutes damage or interference shall be final and binding upon the Grantee). Any demolition or damage of the Cables or any interference with the Cables will be reinstated, made good or rectified by the CLP Power Hong Kong Limited

(hereinafter referred to as "the CLP") at the cost of the Grantee. The Grantee indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 and any demolition or damage to the Cables or any interference with the Cables by the Grantee, his employees, agents, workmen or contractors.

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person by reason of the presence of the Cables and the Grantee shall not make any claim whatsoever against the Government for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever caused to the lot or to the Grantee arising directly or indirectly out of or in connection with the Cables.

(d) (i) Except with the prior written approval of the Director, no building or structure or support for any building or structure, boundary wall or fence or planter shall be erected or constructed on the ground level of the Cable Reserve.

(ii) Except with the prior written approval of the Director, no tree shall be planted within the Cable Reserve.

(e) The Grantee shall at all times maintain a minimum clearance of 5.1 metres above the ground level of the Cable Reserve.

(f) Prior to the commencement of any works whatsoever within a distance of 5.0 metres in all directions of the Cable Reserve, the Grantee shall consult the CLP so as to ensure that any such works do not damage, interfere with or endanger the safe operation of the Cables (all as to which the decision of the Director shall be conclusive) and if required by the Director, the Grantee shall, at his own expense, take such precautions as may be required by the CLP to ensure the safe operation of the Cables.

(g) The Grantee shall comply with all Ordinances, by-laws and regulations for the time being in force and relating to the Cables and any amendments or replacing legislation thereto.

(h) The Grantee shall at his own expense comply with all special requirements of the Director of Electrical and Mechanical Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or structure or buildings or structures erected or to be erected on the lot connected or in close proximity to the Cables.

(i) (I) For the purpose of carrying out survey, inspection, repair, maintenance, diversion, removal, improvement or development works of the Cables and carrying out reinstatement, making good and rectification works under sub-clause (b) of this Special Condition or any other works which the Director may consider necessary in the Cable Reserve, the Grantee shall permit the Director, the CLP and officers, servants and contractors authorized by the Director or the CLP or both, with or without tools, equipment, machinery or motor vehicles, the right of free and uninterrupted ingress, egress and regress to, from and through the lot and any building or buildings erected or to be erected thereon at all times without cost throughout the term agreed to be granted under the Land Grant; and

(II) The Government 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 of the rights conferred under sub-clause (i)(I) of this Special Condition and no claim or objection shall be made against the Government, the CLP or the officers, servants and contractors authorized by the Government, the CLP or both in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee acknowledges that there are some 11kV cables within the red line in the approximate position shown on the plan annexed to the Land Grant. 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 and subsequent diversion or removal or both of the said cables and the Grantee shall indemnify and keep indemnified the Government from and against all liability, claims, losses, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent diversion or removal or both of the said cables.

40. No grave or columbarium permitted

Special Condition No. (90)

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.

41. Supports and Ancillary Structures

Paragraph 3 of the Approval Letter

(a) no amendment, alteration or variation to the Drawings (as defined in the Approval Letter), in so far such amendment, alteration or variation relates to the Supports (as defined in the Approval Letter) and the Ancillary Structures (as defined in the Approval Letter) (but not further or otherwise) shall be made except with the prior written approval of the Director who may decline or give his approval subject to such terms and conditions as he may at his sole discretion impose;

(b) without prejudice to Special Condition No. (15)(b), the Grantee shall at its own expense, in such manner and positions, with such materials and to such standards, design and levels and within such time limit as may be imposed by the Director and in all respects to the satisfaction of the Director, construct, install and provide within the First Reserved Area and the Fourth Reserved Area such protective measures including barriers and fences and such upgrading works (hereinafter collectively referred to as "the Protective Measures of the Ancillary Structures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to protect or prevent damage from any impact of whatever nature to the Ancillary Structures and shall thereafter at its own expense maintain the Protective Measures of the Ancillary Structures in all respects to the satisfaction of the Director;

(c) (i) without prejudice to Special Condition No. (15)(c)(i), in the event of discovery of any defects or damage whatsoever and howsoever caused to the Ancillary Structures or the Protective Measures of the Ancillary Structures or both, or in the event of the Ancillary Structures or the Protective Measures of the Ancillary Structures or both becoming, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), unsafe or hazardous to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof, or to persons or vehicles passing through the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof, the Grantee shall forthwith at its own expense and in all respects to the satisfaction of the Director and within the time limit as may be imposed by the Director carry out such repair or remedial works to the Ancillary Structures or the Protective Measures of the Ancillary Structures or both which are necessary or as may be determined by the Director (whose determination shall be final and binding on the Grantee);

(ii) without prejudice to Special Condition No. (15)(c)(ii), in the event of any damage caused to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof due to whatsoever reason including but not limited to structural defects or want of repair or maintenance of the Ancillary Structures or the Protective Measures of the Ancillary Structures or both or the collapse of or as a result of debris falling from the Ancillary Structures or the Protective Measures of the Ancillary Structures or both during construction of the Ancillary Structures or the Protective Measures of the Ancillary Structures or both or at any time thereafter, the Grantee shall forthwith at its own expense within such time limit as may be imposed by the Director and in all respects to his satisfaction carry out all repair or construction or re-construction works or such other works which are necessary or as may be determined by the Director (whose determination shall be final and binding on the Grantee) to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof

PROVIDED THAT the Director may at any time without notice or reason being given to the Grantee carry out the works or any part or parts thereof required to be carried out under this condition (c)(ii) if the Director so elects at the Grantee's cost and the Grantee shall pay to the Government on demand a sum equal to the cost (including demolition and removal of debris costs) thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee;

(iii) without prejudice to Special Condition No. (15)(c)(iii), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability to the Grantee, its servants, agents, licensees, visitors, workmen, contractors and any other person or persons in respect of any loss, damage, nuisance or disturbance, claims, demands, actions or other proceedings whatsoever arising out of or in respect of any works done in the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof by the exercise by it or them of the rights conferred under condition (c)(ii) of this paragraph 3 and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance;

(iv) without prejudice to Special Condition No. (15)(c)(iv), the Grantee shall at all times indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, losses, actions, proceedings, costs, claims, damages, expenses, charges and demands of whatsoever nature and howsoever caused arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, its servants, contractors, agents, licensees, visitors, workmen or any other persons authorized by them in respect of or as a consequence of erection, construction, use, maintenance, repair, alteration, demolition, removal and re-construction of the Ancillary Structures or the Protective Measures of the Ancillary Structures or both;

(d) without prejudice to Special Condition No. (15)(d), in the event of the non-fulfilment of the Grantee's obligations under conditions (b), (c) and (e) of this paragraph 3 within the time limit as may be imposed by the Director, the Government may carry out the necessary construction, repair or maintenance works at the Grantee's cost and the Grantee shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the Lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 right conferred under this condition (d), and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance;

(e) without prejudice to Special Condition Nos. (15)(a), (15)(b) and (18), the Grantee shall at its own expense and in all respects to the satisfaction of the Director maintain in good repair and condition and keep clean, safe and secure the Ancillary Structures and the Protective Measures of the Ancillary Structures;

(f) subject to Special Condition No. (14)(e), the Grantee shall be granted the right to enter upon the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof for the purposes only of erecting, constructing, using, repairing, maintaining, altering, demolishing, removing and re-constructing the Supports and the Ancillary Structures PROVIDED THAT the Grantee shall at all times indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, claims, costs, actions, expenses, losses, damages, charges, demands and proceedings of whatsoever nature and howsoever caused arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee or its servants, contractors, agents, licensees, visitors, workmen or any other persons authorized by them in respect of or as a consequence of exercising the right granted under this condition (f).

Notes:

1. Pursuant to a letter dated 1 September 2020 issued by the Railway Development Section, Lands Department registered at the Land Registry with Memorial No.20092301520046 ("the BC Extension Letter"), the time limit for the completion of the development of the Lot, formation of Green Area, formation of Future Public Road, provision of Public Open Space, provision of Government Accommodation, upgrading and modification of the Existing PTI and provision of Private Open Space by the Grantee under the Land Grant has been extended from 31 December 2022 to 30 June 2023.
2. Pursuant to a letter dated 30 June 2022 issued by the Railway Development Section, Lands Department registered at the Land Registry with Memorial No. 22071201340026 ("the Further BC Extension Letter"), the time limit for the completion of the development of the Lot, formation of Green Area, formation of Future Public Road, provision of Public Open Space, provision of Government Accommodation, upgrading and modification of the Existing PTI and provision of Private Open Space by the Grantee under the Land Grant has been further extended from 30 June 2023 to 31 December 2023.
3. Please refer to the Land Grant, the BC Extension Letter and the Further BC Extension Letter for full details of this section. Full scripts of the Land Grant, the BC Extension Letter and the Further BC Extension Letter are available for free inspection upon request at the sales office during opening hours and copies of the Land Grant, the BC Extension Letter and the Further BC Extension Letter can be obtained upon paying necessary photocopying charges.

SUMMARY OF LAND GRANT
批地文件的摘要

1. 期數位於元朗市地段第510號(「該地段」)。

2. 該地段乃根據2015年11月16日訂立並在土地註冊處註冊為《新批地文件第22214號》的《私人協約方式批地協議及條件》(經一份在2021年4月16日訂立並於土地註冊處以註冊摘要編號21042700990019註冊的批准書(「批准書」)修改、修訂或補充)(「批地文件」)批授，批租年期由2015年11月16日起計50年。

3. **用途**

特別條款第(24)條

(a) 除此等條款，尤其是特別條款第(44)(a)條另有規定外，該地段或其任何部分或現已或將會建於該地段上的任何建築物或任何建築物其中之部分除作非工業用途(不包括貨倉、酒店及加油站)外，不得作任何其他用途。

(b) 在無損於本特別條款(a)款的一般適用性的情況下，該地段或其任何部分或現已或將會建於該地段上的任何建築物或任何建築物其中之部分除依照此等條款、經批准的建築圖則、特別條款第(26)條所指經批准的園景美化總綱圖和城市規劃委員會批准的任何總綱發展藍圖所設計、建造及擬定的用途外，不得作任何其他用途。

4. **建築契諾**

特別條款第(23)條

承批人須發展該地段，即全面遵照此等條款及現時或於任何時候在香港生效的所有建築、衛生及規劃相關的條例、附例及規例在該地段上建造一座或多座建築物，並於2023年12月31日或之前竣工及適宜佔用。

5. **承批人的彌償**

一般條款第4條

對於此等條款被違反或毗連或毗鄰土地或該地段受損或出現泥土及地下水污染，若地政總署署長認為(以下稱為「署長」，署長的意見須作為終論並對承批人具有約束力)該損害或泥土及地下水污染是承批人使用該地段或在該地段或其部分進行任何發展或重新發展或承批人在該地段進行任何活動或任何其他工程所致，則不論承批人使用該地段、發展或重新發展、進行活動或工程乃遵從或違反此等條款，承批人須就因此招致的一切訴訟、法律程序、責任、索求、費用、開支、損失(不論屬經濟或其他性質)及申索而不論如何產生，向政府作出彌償並使其獲得彌償。

6. **保養**

一般條款第6條

(a) 在整個批租期內，承批人須依照此等條款進行建造或重建工程(該詞指本一般條款(b)款所指的重新發展工程)：
   (i) 依照經批准的設計與佈局及任何經批准的建築圖則(不得作出更改或修改)保養所有建築物；
   (ii) 保養現已或此後可能按照此等條款或日後任何合約修訂條文建造的所有建築物，使其保持良好及穩固的修葺和狀態，以及在批租期屆滿或提前終止時以同樣的修葺和狀態交付此等建築物。

(b) 如在協定的批租期內任何時候拆卸當時屹立於該地段或其任何部分的任何建築物，承批人須以良好健全的一座或多座同類型和總樓面面積不少於現有建築物之建築物或類型和價值獲署長批准的一座或多座建築物作替代。倘若如以上所述拆卸建築物，承批人須在拆卸前一個曆月內向署長申請同意在該地段進行重新發展的建築工程。承批人須在接獲同意後三個曆月內展開必要的重新發展工程並於署長所訂的期限內完成，達至署長滿意程度。

7. **綠色範圍**

特別條款第(6)條

(a) 承批人須：
   (i) 於2023年12月31日或之前或署長批准的其他延展期之前，自費按署長批准的方式、物料、標準、水平、定線及設計進行以下各項並在各方面達至署長滿意程度：
      (I) 鋪設及塑造批地文件附錄的圖則上以綠色顯示的未來公共道路部分(以下稱為「綠色範圍」)；及
      (II) 在綠色範圍提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物(以下合稱為「該等構築物」)，
   使綠色範圍可容納建築物、車輛和行人交通。
   (ii) 於2023年12月31日或之前或署長批准的其他延展期之前，自費在綠色範圍鋪設路面、鋪路緣及開水道，並按署長要求提供集水溝、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和道路標記，達至署長滿意程度；及
   (iii) 自費保養綠色範圍連同該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第(7)條向政府重新交付綠色範圍的管有權為止。

(b) 如承批人沒有在本特別條款(a)款規定的期間內履行其在該款之下的義務，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。

8. **未來公共道路**

特別條款第(10)條

(a) 承批人須：
   (i) 於2023年12月31日或之前或署長批准的其他延展期之前，自費按署長批准的方式、物料、標準、水平、定線及設計進行以下各項並在各方面達至署長滿意程度：
      (I) 於批地文件附錄的圖則上以粉紅色加綠點和粉紅色加綠點間黑交叉斜線顯示的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空，以及於批地文件附錄的圖則上以粉紅色加綠點加黑十字顯示的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空鋪設及塑造未來公共道路(該等範圍於下文合稱為「未來公共道路」)；及
      (II) 在未來公共道路提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物(以下合稱為「公共道路構築物」)，
   使未來公共道路可容納建築物、車輛和行人交通。
   (ii) 於2023年12月31日或之前或署長批准的其他延展期，自費在未來公共道路鋪設路面、鋪路緣及開水道，並在該處按署長要求提供集水溝、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和道路標記，達至署長滿意程度；及
   (iii) 自費保養未來公共道路連同公共道路構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第(11)條向政府重新交付未來公共道路的管有

權為止。

(b) 如承批人沒有在本特別條款(a)款規定的期間內履行其在該款之下的義務，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。

(c) 就承批人或任何其他人蒙受的任何損失、損害、滋擾或騷擾，不論是否因承批人履行其在本特別條款 (a) 款之下的義務或政府行使本特別條款(b)款之下的權利而產生或附帶引起的，政府概無須承擔責任。承批人不得就任何該等損失、損害、滋擾或騷擾向政府提出任何申索。

9. 第一、第二、第三及第四專用地方

特別條款第(14)條

(a) 政府獲例外保留下列各項之權利：-
  (i) 於批地文件附錄的圖則上以粉紅色網紫色邊顯示的範圍內的、在香港主水平基準以上11.6米之下的水平或署長決定的其他水平之地層及上空(該地層及上空以下合稱為「第一專用地方」)；
  (ii) 於批地文件附錄的圖則上以粉紅色間綠色斜線顯示的範圍內的、在香港主水平基準以上11.5米之下的水平或署長決定的其他水平之地層及上空(該地層及上空以下稱為「第二專用地方」)；
  (iii) 於粉紅色加綠點加黑圈範圍內的、在香港主水平基準以上11米與香港主水平基準以上15.1米之間的水平或署長決定的其他水平之上空(該上空以下稱為「第三專用地方」)；及
  (iv) 於粉紅色加綠點範圍、粉紅色加綠點間黑交叉斜線範圍及粉紅色加綠點加黑圈範圍內的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平之上空，以及於粉紅色加綠點加黑十字範圍內的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定的其他水平之上空(該等上空以下合稱為「第四專用地方」)；
第一專用地方、第二專用地方、第三專用地方及第四專用地方以下合稱為「專用地方」)」。

(b) 本特別條款(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)款指明的香港主水平基準以上之水平僅為約數，可於署長事先書面同意或其全權決定下作出修改(署長的決定須作為終論並對承批人具有約束力)。

(c) 除了首先須用作元朗站(於特別條款第(44)(a)條中定義)的運作和使用，和其次已獲署長書面批准用以支承該地段發展項目的現有構築物外，包括但不限於在本協議的日期第一專用地方之內存在的樓梯、自動扶梯及支承橫樑(該等位於第一專用地方內的現有樓梯、自動扶梯及支承橫樑以下合稱為「鐵路支承構築物」)，不得在第一專用地方之內或之上搭建或建造或遺留任何建築物或構築物或任何建築物或構築物的支承件。

(d) 對於元朗站的業主、其傭工、工人或承辦商就建造、改動、維修及保養鐵路支承構築物及從第一專用地方移除任何建築物或構築物或任何建築物或構築物的支承件而作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之所有法律責任及所有訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費及索求，元朗站的業主須向政府作出彌償並使其獲得彌償。

(e) 除特別條款第(11)條另有規定外，承批人不享有專用地方的權利、所有權、擁有權、管有權或使用權，但元朗站的業主享有鐵路支承構築物的權利、所有權、擁有權、管有權或使用權。

(f) 承批人或任何其他人均不得就本特別條款(a)及(h)款的例外及保留權利，或就使用專用地方作為公共道路、公共行人路、公眾車位、公眾單車車位、輕便鐵路構築物及裝置(於特別條款第(19)(a)條中定義)、洪水抽水站和通往鄰近一個稱為並在土地註冊處註冊為丈量約份第115約第1576號地段的餘段的車輛下行斜道(該車輛下行斜道以下稱為「車輛下行斜道」)等用途所直接或間接產生或與之有關的任何性質之任何責任、損失、損害賠償、索償、費用、訴訟、索求及法律程序，不論是否根據任何法例或其他規定，提出任何反對或擁有向政府提出申索或索償的權利。

(g) 除特別條款第(10)和(13)(c)條及本特別條款(c)款另有規定外，承批人除非獲得署長事先書面批准，否則不得在專用地方內搭建或建造任何建築物或構築物或任何建築物或構築物的支承件，而且署長可拒絕批准或在給予批准時施加其全權酌情決定的條款及條件。

(h) 在批地文件協定批授的整個年期內，政府現免費獲例外保留下列權利：
  (i) 為現已或將會建於專用地方之內或之上的建築物或構築物及其支承構築物和連接段獲得支承及保護的權利；通過該地段及現已或將會建於該地段上的任何建築物或構築物往來專用地方及其任何一個或多個部分所有必要的地役權及通行權；以及透過現已或將會鋪設於、經過、通過、越過、跨越該地段或其任何建築物、構築物及豎設物或其任何一個或多個部分、在其下或位於該處的任何溝渠、管道、電線、電纜、污水管、排水渠、管槽、排煙道、導管及水道和其他導體，讓氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務往返專用地方及其任何一個或多個部分的權利；
  (ii) 為專用地方內的公共道路、公共行人路、公眾車位、公眾單車車位、輕便鐵路構築物及裝置、洪水抽水站和車輛下行斜道以及所有相關構築物和政府土地獲得毗鄰和側向支承及保護以免受到損壞的權利。在發展或重新發展該地段期間或對現已或將會建於該地段上的任何一座或多座建築物進行改造或重建期間，承批人須自費進行署長認為必要或規定的工程並在各方面達至署長滿意程度，以確保此等公共道路、公共行人路、公眾車位、公眾單車車位、輕便鐵路構築物及裝置和車輛下行斜道適當地連接及接駁位於地面的一條或多條道路供行人或車輛交通或兩者使用，以及確保洪水抽水站的適當使用。

(i) 在批地文件協定批授的整個年期內，署長、其人員、承辦商及代理、其工人及任何其他獲署長授權的人，不論攜帶工具、設備、機器或駕車與否，均獲例外保留權利在一切時間進入、行經及通過該地段或其任何一個或多個部分，以及位於、通過、停留、越過現已建於其上的任何一座或多座建築物或其任何部分或在其下而免繳一切費用及收費，從而往來專用地方以建造、檢查、保養、維修及翻新橫越、通過專用地方、位於該處之內或之下的任何構築物、裝置和其他服務。

(j) 政府、署長、其人員、承辦商、代理、其工人或其他正式獲授權人員對行使本特別條款之下的權利而產生或附帶引起以致承批人或任何人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任。承批人不得就任何該等損失、損害、滋擾或騷擾向政府、署長、其人員、承辦商、代理、其工人或其他正式獲授權人員索償。

(k) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團(於特別條款第(37)(a)條中定義)。

10. 政府出入該地段的權利

特別條款第(16)條

(a) 承批人須時刻允許政府、其受讓人或被許可人、其人員、代理、測量師、承辦商和工人及獲其授權的任何其他人，不論駕車或攜帶機械或機器、工具或設備與否，均擁有權利進入、停留、越過、通過該地段或其任何部分或現已或將會建於其上的任何建築物或其部分而免繳一切費用及收費，以便：
  (i) 在該地段毗鄰專用地方之部分及平台一個或多個外部或下面搭建、安裝、維修、保養及運作署長認為(署長的意見須作為終論並對承批人具有約束力)是管制專用地方的車輛及行人交通所需的街道照明裝置、交通標誌或其他類型的交通燈器材；
  (ii) 視察平台、行人天橋1和行車橋的狀態及狀況，和進行特別條款第(18)(c)條指明的工程。

(b) 政府、其受讓人或被許可人、其人員、代理、測量師、承辦商和工人及獲其授權的其他人對行使本特別條款(a)款之下的權利而產生或附帶引起以致承批人或任何人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，承批人不得就任何該等損失、損害、滋擾或騷擾向其索償。

11. 平台、支承平台的牆及柱、行人天橋1和行車橋的保養

特別條款第(18)條

(a) 在無損於特別條款第(15)(c)條的情況下，承批人須自費對(i)平台(包括但不限於平台的下面)；及(ii)支承平台的牆及柱、行人天橋1和行車橋進行保養，維持修葺妥善及狀況良好，並保持其清潔、安全及穩妥，在各方面達至署長滿意程度。

(b) 視察平台、行人天橋1和行車橋的狀況及狀態後，署長可以向承批人發出一份有關在平台、平台的下面和支承平台的牆和柱、行人天橋1和行車橋發現的缺陷及缺乏維修細目表的通知書，承批人須於署

長所訂期限內按照該通知書的規定維修和補救該等缺陷和缺乏維修事項，在各方面達至署長滿意程度。

(c) 如承批人沒有履行其在本特別條款(b)款之下的義務，署長可進行本特別條款(b)款所指的通知書指明的所有或任何工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於所有有關成本和費用的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。

(d) 如任何事情可能是或成為對經過第一專用地方、第二專用地方和第四專用地方的任何人或車輛構成滋擾或煩擾或可能造成損害或不便，承批人及特別條款第(58)(e)條之下的有關業主都不得作出或允許或容忍他人於任何時候在平台、行人天橋1和行車橋作出該等事情。承批人及特別條款第(58)(e)條之下的有關業主須自費時刻採取必要的預防措施，以預防因按照此等條款進行工程對第一專用地方、第二專用地方和第四專用地方或使用第一專用地方、第二專用地方和第四專用地方的人或車輛造成任何損壞或傷害。對於承批人及特別條款第(58)(e)條之下的有關業主就進行任何該等工程而作出或遺漏的任何事情所產生或與之有關的任何性質之一切責任、索償、費用、開支、損失、損害賠償、索求、收費、訴訟或法律程序，承批人及特別條款第(58)(e)條之下的有關業主須向政府作出彌償並使其獲得彌償。

(e) 除非署長另行批准或要求，否則承批人不得使用或允許或容忍他人使用平台下面的任何部分作廣告用途或展示任何招牌、告示或海報。

(f) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

12. 輕便鐵路的鐵路保護

特別條款第(19)條

(a) 在該地段內進行的任何建築工程、地基工程或任何其他工程，不得損害、干擾、阻礙或危及位於該地段或其鄰近範圍的輕便鐵路或任何有關輕便鐵路的構築物或裝置(該等構築物及裝置以下合稱為「輕便鐵路構築物及裝置」)的運作。承批人須自費採取署長要求的措施和預防措施，以確保輕便鐵路和輕便鐵路構築物及裝置的安全運作。

(b) 承批人須遵從和遵守建築事務監督為保護輕便鐵路和輕便鐵路構築物及裝置而不時施加的所有規定，達至其滿意程度。

13. 現有露天公共運輸交匯處的運作、管理及保養

特別條款第(20)條

(a) (i) 承批人確認，大約在批地文件附錄的圖則上顯示及標明為「現有露天公共運輸交匯處」的位置的南場地內之地面有一個公共運輸交匯處，其中包括公共道路、一個巴士總站、一個綠色專線小巴總站、住宅巴士停車處、的士停車處、電單車車位及公眾單車車位(以下合稱為「現有露天公共運輸交匯處」)。政府對現有露天公共運輸交匯處的存在、運作及使用令承批人招致或蒙受的任何損失、損害、滋擾或騷擾，概無須承擔任何責任或法律責任。對於承批人、其傭工、工人或承辦商在現有露天公共運輸交匯作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、索償、損失、費用、索求或其他法律程序，承批人須向政府作出彌償並使其獲得彌償。

(ii) 承批人須允許公眾使用現有露天公共運輸交匯處及不得干擾現有露天公共運輸交匯處或其任何一個或多個部分的正常運作，而且除非獲得運輸署署長事先書面批准，否則不得進行任何可能影響現有露天公共運輸交匯處或其任何一個或多個部分正常運作的工程。

(b) (i) 儘管有特別條款第(5)及(7)條之規定，政府或任何其他獲其授權的人對現有露天公共運輸交匯處擁有運作權(在其各自如本特別條款(f)款所述停止運作前)；

(ii) 就本特別條款(b)(i)款而言及為免存疑，現有露天公共運輸交匯處的運作權包括但不限於運作現有露天公共運輸交匯處供公眾全日24小時使用的權利。

(c) 在現有露天公共運輸交匯處運作期間的一切時候，承批人須自費保養現有露天公共運輸交匯處，使其保持整齊、清潔、良好及穩固的修葺狀態和狀況(包括行人徑、月台、行車道及其他設施的一般清潔)，在各方面達至署長滿意程度。

(d) 根據本特別條款(e)款之規定，政府可絕對酌情在任何時候允許獲其授權人士和公眾使用現有露天公共運輸交匯處或其任何一個或多個部分。

(e) (i) 承批人應准許所有政府及公眾車輛和行人不受限制及自由地通過該地段或其任何部分往來現有露天公共運輸交匯處，而且政府有絕對權利行使其在《道路交通條例》和《公共巴士服務條例》、根據該等條例制訂的任何規例及任何修訂法例之下的權力。

(ii) 現特此明確協定、聲明及規定，儘管承批人被施加特別條款(e)(i)款所載的義務，並不表示承批人有意撥出或政府同意向公眾撥出暢通無阻地往來現有露天公共運輸交匯處的通行權。

(iii) 現明確協定及聲明，本特別條款(e)(i)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(f) 在取得運輸署署長事先書面批准及確認現有露天公共運輸交匯處或其任何一個或多個部分停止運作後，承批人須自費拆卸及移除現有露天公共運輸交匯處或其不再運作的一個或多個部分，在各方面達至署長滿意程度。

(g) 如承批人沒有在署長規定的時限內履行其在本特別條款下的義務，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。

(h) 為行使本特別條款之下的權利和進行本特別條款所指的工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段、綠色範圍或其任何一個或多個部分及現已或將會建於其上的任何一座或多座建築物。

(i) 政府、其人員、代理、承辦商、工人或其他正式獲授權人員對承批人履行本特別條款(c)及(f)款之下的義務或其行使本特別條款(b)、(d)、(e)及(g)款之下的義務或其他方面而產生或附帶引起以致承批人或任何人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何損失、損害、滋擾或騷擾向其索償。

(j) 對於承批人、其傭工、工人或承辦商就履行或滿足其在本特別條款之下的義務而作出或遺漏的任何事情所產生或與之有關的任何性質之一切責任、訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費及索求，承批人須向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償。

(k) 僅就本特別條款而言，「承批人」一詞不包括承批人的受讓人但包括根據特別條款第(62)(b)條作出的轉讓的受讓人。

14. 保育樹木

特別條款第(25)條

未經署長事先書面同意(署長在給予同意時可施加其認為適當的移植、補償園景或重植條件)，承批人不得移除或干擾在該地段或鄰近地方生長的樹木。

15. 園景美化總綱圖

特別條款第(26)條

(a) 承批人須自費向規劃署署長提交園景美化總綱圖以取得其批准，該總綱圖包括擬按照本特別條款(b)款規定於該地段內提供各園景工程的位置、佈局及規劃。該地段或其任何部分的任何地盤平整工程須待園景美化總綱圖獲規劃署署長書面批准及同意(如必要)特別條款第(25)條的保育樹木建議後方可動工。

(b) (i) 園景美化總綱圖的比例須為1:500或更大，並須載明園景美化建議書的資料，包括現有樹木普查及處理、地盤平面圖及平整面標高、房屋發展概念模式、園景建築工程區與花卉樹木種植工程

區圖解佈局和署長要求的其他資料；

(ii) 北場地須有不少於30%面積及南場地須有不少於17.6%面積種植樹木、灌木或其他植物；

(iii) 本特別條款(b)(ii)款所指的北場地的30%面積中，須有不少於38.2%或署長批准的其他百分比及南場地的17.6%面積中，須有不少於50%或署長批准的其他百分比（以下稱為「綠化範圍」）在署長全權酌情決定的位置或水平提供，以確保綠化範圍在行人視線之內或可供進入該地段的任何一人或多人通行；

(iv) 署長就承批人建議的園景工程是否構成本特別條款(b)(ii)款所指的北場地的30%面積及南場地的17.6%面積所作的決定須作為終論並對承批人具有約束力；及

(v) 署長可全權酌情接納承批人建議取代種植樹木、灌木或其他植物的其他非種植綠化特色。

(c) 承批人須按照經批准的園景美化總綱圖（以下稱為「經批准的園景美化總綱圖」），自費在該地段進行園景工程並在各方面達至署長滿意程度；未經署長事先書面同意，不得對經批准的園景美化總綱圖作任何修改、修訂、更改、改動或取代。

(d) 承批人其後須自費維持及保養園景工程，使其保持安全、清潔、整齊、整潔和健康的狀態，在各方面達至署長滿意程度。

(e) 根據本特別條款進行園景工程的一處或多處地方，一律須指定為並構成特別條款第(64)(a)(v)條所指的公用地方之一部分。

16. 發展條件

特別條款第 (27)

遵從此等條款之規定，如該地段或其任何部分進行發展或重新發展（該詞純粹指一般條款第6條所述的重新發展）：

(a) 承批人只可在該地段興建、建造、提供及維修下列樓宇和設施：-

(i) 元朗站（於特別條款第(44)(a)條定義）；

(ii) 政府樓宇（於特別條款第(29)(a)條定義）；

(iii) 作私人住宅用途（以下稱為「住宅樓宇」），其全部總樓面面積不少於75,873平方米但不大於126,455平方米；

(iv) 作非工業（不包括私人住宅、貨倉、酒店及加油站）用途（以下稱為「商業樓宇」），其全部總樓面面積不少於6,921平方米但不大於11,535平方米；

(v) 現有露天公共運輸交匯處（於特別條款第 (20)(a) 條定義）；

(b) 現已或將會建於該地段上的任何一座或多座建築物須全面遵從《建築物條例》、根據該條例制訂的任何規例及任何修訂法例的規定；

(c) 如在該地段或其任何部分或此等條款指明該地段外的任何一個或多個地方建造一座或多座建築物，或發展或使用該地段或其任何部分或此等條款指明該地段外的任何一個或多個地方，必須全面遵從《城市規劃條例》、根據該條例制訂的任何規例及任何修訂法例的規定，否則不得進行；

(d) 現已或將會建於該地段上的任何一座或多座建築物的全部總樓面面積須不少於82,794平方米及不大於137,990平方米；

（承批人特此同意及確認，政府沒有保證現已或將會建於該地段或其任何部分的任何一座或多座建築物可達到本款(a)(iii)、(a)(iv)及(d)款所指的最大總樓面面積），

(e) (i) 根據本特別條款(a)(iii)款現已或將會建於該地段上的住宅單位總數不得少於1,876個。就此等條款而言，署長就何謂一個住宅單位作出的決定須作為終論並對承批人具有約束力；

(ii) 在根據本特別條款(e)(i)款提供的住宅單位總數中，不少於1,312個住宅單位各自的實用面積不可超過50平方米；及

(iii) 就本特別條款(e)款而言，「實用面積」一詞指由牆壁圍封的單位之樓面面積（包括任何露台、工作平台及陽台的樓面面積，但不包括任何閣樓、窗台、車位、庭院、前庭、花園、平台、天台及空調機房等其他面積），其面積（包括任何由牆壁圍封的露台、工作平台及陽台）由圍封該單位、露台、工作平台或陽台（視屬何情況而定）的牆壁外部開始量度，但如該圍封牆壁分隔兩個毗連單位、露台、工作平台或陽台（視屬何情況而定），則須由該等牆壁的中央開始量度，並且包括該單位、露台、工作平台或陽台（視屬何情況而定）的內部間隔及柱，但不包括圍封該單位、露台、工作平台或陽台（視屬何情況而定）之牆壁外的公用部分；露台、工作平台或陽台的樓面面積也不包括鄰接該單位之圍封牆壁或邊界的整個厚度，但如任何圍牆鄰接公用部分，則包括該鄰接的圍封牆壁的整個厚度。如露台、工作平台或陽台並非由實心牆壁圍封，其樓面面積由該露台、工作平台或陽台的外部邊界開始量度。

(f) 現已或將會建於該地段上的任何建築物或其他構築物的部分連同該等建築物或構築物任何加建物或配件（如有）的總高度在北場地之內不可超出香港主水平基準以上145.85米，及在南場地之內不可超出香港主水平基準以上174.5米或署長全權酌情批准的其他高度，而署長批准時可要求承批人支付其決定的任何地價及行政費。然而，如獲署長事先書面批准，機房、冷氣機、水箱、梯屋、天線與電訊服務設備、避雷保護設施、屋宇維修器材及類似的構築物及設施，但不包括公用空中花園，可在任何一個或多個建築物的天台搭建或放置而超出上述高度限制；

(g) (i) 除非獲署長事先書面批准，否則現已或將會建於該地段上的任何一座建築物或建築物群的任何面牆伸展長度不得超過60米或以上；

(ii) 就本特別條款(g)(i)款而言：

(I) 署長就何謂一座建築物所作的決定須作為終論並對承批人具有約束力；

(II) 如現已或將會建於該地段上的任何兩座建築物之間的最短水平距離少於15米，則任何兩座或多座建築物即被視為建築物群；

(III) 署長就何謂現已或將會建於該地段上的一座建築物或建築物群的面牆伸展長度所作的決定須作為終論並對承批人具有約束力；及

(IV) 計算本特別條款(g)(i)款所指的面牆伸展長度時，將會計入任何兩座建築物之間的空隙，而署長就計算方法所作的決定須作為終論並對承批人具有約束力；及

(h) 現已或將會建於該地段上的任何一座或多座建築物的設計和佈局須獲署長書面批准；在取得署長批准前，不得在該地段展開任何建築工程（地盤平整工程及允許的工程除外）。

17. 公眾休憩用地

特別條款第 (28) 條

(a) 承批人須於2023年12月31日或之前，自費在南場地之內搭建、建造及提供公眾休憩用地，包括(i)在批地文件附錄的圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及(ii)位於地面的一個不少於1,200平方米的休憩用地（以下合稱為「公眾休憩用地」），在各方面達至署長滿意程度。公眾休憩用地須由承批人自費按署長要求的方式、物料、設備和設施並按其要求定址、平整、保養、園景美化、植披、處理和提供，在各方面達至署長滿意程度。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

(b) 商業樓宇的業主須在批地文件協定批授的整個年期內，自費維護、保養、維修及管理公眾休憩用地連同該處所有東西，在各方面達至署長滿意程度。

(c) 在無損於本特別條款(b)款一般適用性的情況下，商業樓宇的業主須於公眾休憩用地竣工後及批地文件協定批授的整個年期內，自費進行以下各項並在各方面達至署長滿意程度：

(i) 維持公眾休憩用地全日24小時開放，以供所有公眾人士免費和暢通無阻地使用及享用；及

(ii) 在當眼位置張貼告示向公眾說明公眾休憩用地全日24小時開放予公眾使用。

(d) 計算特別條款第 (27)(d)條訂明的全部總樓面面積時不計入公眾休憩用地。

(e) 現特此明確協定、聲明及規定，儘管承批人被施加本特別條款 (c) 款所載的義務，並不表示承批人有意撥出或政府同意撥出公眾休憩用地供公眾使用。

(f) 現明確協定及聲明，本特別條款(c)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(g) (i) 除本特別條款(g)(ii)款另有規定外，承批人在批地文件協定批授的整個年期內不得轉讓、按揭、

抵押、放棄管有或以其他方式處置商業樓宇或其任何部分，或訂立任何協議這樣做，除非整體進行。

(ii) 本款不適用於商業樓宇或其任何部分的分租。為免存疑，商業樓宇或其任何部分的任何分租，在承批人遵守此等條款之前，須受制於特別條款第(62)(a)條，而在承批人遵守此等條款之後，則受制於特別條款第(64)(d)條。現特此協定及聲明，商業樓宇的任何讓與須明確受到承批人在本特別條款(a)、(b)、(c)、(d)、(e)及(f)款下的義務制約。

18. 提供政府樓宇

特別條款第(29)條

(a) 承批人須按照批地文件附錄的技術規格附表（以下稱為「技術規格附表」）及根據特別條款第(31)(a)條批准的圖則，自費以良好工藝在該地段內設計、搭建、建造及提供以下設施，並在各方面達至署長滿意程度：

(i) 於2023年12月31日或之前在南場地之內的地面建成一個淨作業樓面面積不少於114平方米的公廁（以下稱為「公廁」）並適宜佔用及運作；

(ii) 於2023年12月31日或之前建成一個淨作業樓面面積不少於631平方米供兒童及青少年使用或其他獲社會福利署署長批准的用途的服務中心（以下稱為「兒童及青少年服務中心」）並適宜佔用及運作；

(iii) 於2023年12月31日或之前建成一個淨作業樓面面積不少於535平方米供家庭使用或其他獲社會福利署署長批准的用途的服務中心（以下稱為「家庭服務中心」）並適宜佔用及運作；及

(iv) 現有公共運輸交匯處（於特別條款第(30)(a)條定義）；

（該等設施（包括署長按照此等條款允許的照明裝置、通風機、消防系統、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施，以及牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定（署長的決定須作為終論並對承批人具有約束力）為該處專用的任何其他地方、設施、服務及裝置（以下合稱為「政府樓宇」）」。

(b) 政府特此保留權利在其絕對酌情決定下，於任何時候更改或改變政府樓宇或其任何部分的用途。

(c) (i) 為了決定政府樓宇的淨作業樓面面積，除非另有指明，否則淨作業樓面面積須當作包括技術規格附表詳述的政府樓宇內所有房間及空間的淨樓面總面積，但不包括任何構築物及間隔、通風地方、樓梯、樓梯大堂、電梯平台、供機電裝備任何一類系統使用的面積及喉管井道、裝備通道、裝備槽及裝備走廊。

(ii) 就本特別條款而言，一個房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內的淨樓面面積，即由該房間或空間已完成修飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。

19. 現有公共運輸交匯處

特別條款第(30)條

(a) 承批人確認，該地段北場地之內的地面有一個公共運輸交匯處（該等設施（包括署長按照此等條款允許的照明裝置、通風機、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施，以及牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定（署長的決定須作為終論並對承批人具有約束力）為該處專用的任何其他地方、設施、服務及裝置以下合稱為「現有公共運輸交匯處」）。政府對現有公共運輸交匯處的存在、運作及使用令承批人招致或蒙受的任何損失、損害、滋擾或騷擾，概無須承擔任何責任或法律責任。對於承批人、其傭工、工人或承辦商在現有公共運輸交匯處作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、損害賠償、開支、索償、費用、索求、訴訟或其他法律程序，承批人須向政府作出彌償並使其獲得彌償。

(b) 在承批人按照特別條款第(5)(a)條獲授予和取得該地段的管有權後，現有公共運輸交匯處的管有權須當作由承批人交付給政府供其專屬使用、佔用及運作，但無損於政府與承批人就現有公共運輸交匯處的保養事宜訂立的任何協議之規定。

(c) 承批人應允許公眾使用現有公共運輸交匯處，而且不得干擾現有公共運輸交匯處的正常運作。除非獲得署長事先書面批准，否則不得進行任何影響現有公共運輸交匯處正常運作的建築工程。

(d) (i) 政府、其人員、代理、承辦商、工人及其他正式獲授權人員獲預留進出、往返及通過該地段或其任何一個或多個部分的一切必要權利而免繳一切費用及收費，以便政府進行署長認為在現有公共運輸交匯處必要的任何工程。

(ii) 政府、其人員、代理、承辦商、工人及其他正式獲授權人員對其行使本特別條款 (d)(i) 款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何損失、損害、滋擾或騷擾向其索償。

(e) 政府在管有現有公共運輸交匯處期間，可於任何時候絕對酌情決定讓公眾使用現有公共運輸交匯處或其任何部分。

(f) (i) 承批人應准許所有政府及公眾車輛和行人不受限制及自由地通過該地段或其任何部分往來現有公共運輸交匯處，而且政府有絕對權利行使其在《道路交通條例》和《公共巴士服務條例》、根據該等條例制訂的任何規例及任何修訂法例之下的權力。

(ii) 現特此明確協定、聲明及規定，儘管承批人被施加本特別條款(f)(i)款所載的義務，並不表示承批人有意撥出或政府同意向公眾撥出暢通無阻地往來現有公共運輸交匯處的通行權。

(iii) 現明確協定及聲明，本特別條款(f)(i)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(g) (i) 承批人須於2023年12月31日或之前或署長決定的其他較後日期之前（署長的決定須作為終論並對承批人具有約束力）自費透過永久關閉安全島及將其改建為一條行車道的方式，以良好工藝完成現有公共運輸交匯處的提升及改造（包括對現有公共運輸交匯處進行所有必要工程和改造工程，以及運輸署署長認為必要的任何其他工程）並適宜佔用及運作，連同署長絕對酌情決定（署長的決定須作為終論並對承批人具有約束力）為該處專用的其他地方、設施、服務及裝置，在各方面達至署長滿意程度。

(ii) 承批人現獲授予往來現有公共運輸交匯處或其任何部分的權利，藉以：

(I) 按照本特別條款(g)(i)款進行工程或改造工程，以提升及改造現有公共運輸交匯處；

(II) 按照本特別條款(g)(i)款進行運輸署署長認為必要的任何其他工程；及

(III) 按照本批地文件特別條款第(43)(a)條及政府與承批人就現有公共運輸交匯處的保養所達成的任何協議，在提升及改造現有公共運輸交匯處期間對現有公共運輸交匯處進行保養工程。

(iii) 對於承批人、其傭工、工人或承辦商就現有公共運輸交匯的提供、提升及改造而作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，承批人須向政府作出彌償並使其獲得彌償。

(h) 承批人確認，在該地段南場地之內的地面有一個公廁（以下稱為「現有公廁」）。政府對現有公廁的存在、運作及使用令承批人招致或蒙受的任何損失、損害、滋擾或騷擾，概無須承擔任何責任或法律責任。對於承批人、其傭工、工人或承辦商在現有公廁作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、索償、損失、費用、索求或其他法律程序，承批人須向政府作出彌償並使其獲得彌償。

(i) 在承批人已向公眾提供臨時流動廁所使用前，承批人不得干擾公眾對現有公廁的使用。承批人須自費在食物環境衞生署署長批准的方式和位置提供及保養臨時流動廁所，在各方面達至食物環境衞生署署長滿意程度，並保持該臨時流動廁所開放予公眾在一切時候使用，直至公廁落成及開放予公眾使用為止。

20. 政府樓宇的保養

特別條款第(40)條

(a) 在無損於特別條款第(41)條的規定的情況下，承批人須在一切時候自費保養政府樓宇（不包括現有公共運輸交匯處）及其屋宇裝備裝置處於良好狀況，並在各方面達至署長滿意程度，直至特別條款第(41)(a)條所指的維修責任期屆滿為止。

(b) 僅就本特別條款而言，「承批人」一詞不包括承批人的受讓人但包括根據特別條款第(62)(b)條作出的轉讓的受讓人。

21. 外飾面及牆結構等的保養

特別條款第(43)條

(a) 承批人須在批地文件協定批授的整個年期內自費（但如有特別條款第(64)(a)(ii)(I)條所指的財政司司長法團出資分擔除外）保養以下物件（以下稱為「物件」），在各方面達至署長滿意程度：-
  (i) 政府樓宇的外飾面和政府樓宇內、周圍、其上及其下所有牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件；
  (ii) 所有服務政府樓宇及該地段發展項目其餘部分的電梯、自動扶梯及樓梯；
  (iii) 構成政府樓宇及該地段發展項目其餘部分的系統一部分之所有屋宇裝備裝置、機器及設備（包括但不限於手提及非手提式消防裝置設備）；
  (iv) 政府樓宇之下所有結構板，連同該處內部及其下的排水系統；及
  (v) 服務政府樓宇及該地段發展項目其餘部分的所有其他公用部分及設施。

(b) 對於承批人未能保養物件而產生或結果導致的任何性質的一切責任、損失、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，承批人須向政府及財政司司長法團作出彌償並使其獲得彌償。

(c) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

22. 元朗站的使用

特別條款第(44)條

(a) 承批人確認，在本協議的日期北場地之內存在一個鐵路站。該鐵路站連同鐵路支承構築物及用於鐵路運作的附屬鐵路構築物、設施、隧道及道路（該鐵路站和鐵路支承構築物及附屬鐵路構築物、設施、隧道及道路以下合稱為「元朗站」）除作鐵路站及使用、運作和管理鐵路站（為免存疑，不包括員工宿舍）的附屬用途及署長全權酌情書面批准的其他用途外，不得作任何用途，而署長在批准時可施加其認為恰當的條款及條件，包括收取額外補地價。

(b) 儘管有本特別條款(a)款之規定，承批人可使用或允許或容忍他人使用元朗站或其任何部分以提供服務或物品供鐵路乘客使用或享用。

(c) 承批人須為鐵路的運作而自費按照此等條款及經批准的建築圖則（如適當）在北場地內使用、運作及保養元朗站，在各方面達至署長滿意程度。

(d) 計算特別條款第(27)(d)條訂明的全部總樓面面積時不計入元朗站。

(e) 於以下範圍內的元朗站部分：-
  (i) 於批地文件附錄的圖則上以粉紅色間紅色斜線顯示之範圍內的部分，須在香港主水平基準以上21米之下的水平之地層及上空內構建；及
  (ii) 於批地文件附錄的圖則上以粉紅色綑紫色邊顯示之範圍內的部分，須於香港主水平基準以上11.6米與香港主水平基準以上30.7米之間的的水平的上空內構建，但須包括獲政府書面批准在所述上空之外的支承構築物及附屬的設備、設施或公用事業設施或兩者。

(f) 僅就本特別條款而言，「承批人」一詞不包括承批人的受讓人。

23. 西鐵鐵路的保護

特別條款第(49)條

(a) 在該地段或其任何部分內進行的任何建築工程、地基工程或任何其他工程，不得損害、干擾、阻礙或危及位於該地段或其鄰近範圍稱為西鐵的鐵路、元朗站或任何有關西鐵的構築物或裝置（以下合稱為「西鐵構築物及裝置」）的運作。承批人在該地段展開任何工程之前，須諮詢香港鐵路有限公司。承批人須自費採取署長要求的措施和預防措施，以確保西鐵和西鐵構築物及裝置的安全運作。

(b) 承批人須遵守一切有關西鐵和西鐵構築物及裝置的法律、附例及規例。

(c) 承批人在任何方面不得干擾西鐵和西鐵構築物及裝置的建造、使用及運作。

(d) 承批人須自費遵守屋宇署署長、消防處處長及所有其他有關的政府及法定當局，就與西鐵和西鐵構築物及裝置連接或緊鄰的一座或多座建築物或其任何一個或多個部分之建造（包括所用物料）、維修及保養作出的所有特別要求。

(e) 在批地文件協定批授的整個年期內，承批人須遵從和遵守屋宇署署長為保護西鐵和西鐵構築物及裝置而不時施加的所有規定，達至其滿意程度。

(f) 除本特別條款 (g) 款另有規定外，如香港鐵路有限公司因該條例第4條所批出的專營權（包括其任何延續）被撤銷或屆滿或服務經營權協議終止或期滿而終止西鐵或其影響該地段的任何部分之營運，本特別條款提及的香港鐵路有限公司將為九廣鐵路公司。

(g) 如香港鐵路有限公司因該條例第4條所批出的專營權（包括其任何延續）被撤銷或屆滿而終止西鐵或其影響該地段的任何部分之營運，而且政府、其提名人或政府指定的第三者根據該條例第19A(2)條接管西鐵或其影響該地段的任何部分，本特別條款提及的香港鐵路有限公司將為（如屬適當）政府、其提名人或政府指定的第三者。

24. 政府出入元朗站之通行權

特別條款第(50)條

(a) 在批地文件協定批授的整個年期內，承批人須允許政府、其人員、傭工、代理、承辦商工人或任何其他獲其授權的人士不論攜帶工具、車輛或設備與否，均有自由及不受干擾的權利在一切合理時間（在事先發出不少於14天通知後，但緊急情況除外）進出、往返及通過該地段及現已或將會建於其上的任何建築物或構築物，以便檢查元朗站或西鐵構築物及裝置或有關西鐵的高架橋或其任何部分。

(b) 除特別條款第(48)條另有規定外，政府、其人員、傭工、代理、承辦商、工人或任何其他獲其授權的人對其行使本特別條款(a)款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任。承批人不得就任何該等損失、損害、滋擾或騷擾向其索償或提出反對。

25. 公眾出入元朗站之通行權

特別條款第(51)條

承批人須在批地文件協定批授的整個年期內允許所有公眾人士為所有合法目的在元朗站運作時間內免繳任何費用自由地步行或乘坐輪椅或以各類車輛（如適當），進入、行經及通過承批人就往來元朗站而指定的該地段一個或多個部分及其上任何建築物、構築物及豎設物之內、之上或從中經過。

26. 康樂設施

特別條款第(53)條

(a) 承批人可於該地段內搭建、建造和提供署長書面批准的康樂設施及該處的附屬設施(以下稱為「設施」)。設施的種類、大小、設計、高度及佈局也須事先取得署長書面批准。

(b) 計算特別條款第(27)(a)及(27)(d)條規定的總樓面面積時，除特別條款第(92)(d)條另有規定外，根據本特別條款(a)款於該地段內提供的設施之任何部分如乃供現已或將會建於該地段上的一座或多座住宅大廈的居民及其真正訪客共同使用和享用，一律不計算在內，而署長認為並非作此用途的設施其餘部分則會計算在內。

(c) 如設施之任何部分獲豁免計入本特別條款(b)款所訂的總樓面面積(以下稱為「獲豁免設施」)：
(i) 獲豁免設施須指定為和構成特別條款第(64)(a)(v)條所指的公用地方之一部分；
(ii) 承批人須自費保養獲豁免設施，使其保持良好及穩固的修葺和狀態並且運作獲豁免設施達至署長滿意程度；及
(iii) 獲豁免設施只可供現已或將會建於該地段上的一座或多座住宅大廈的居民及其真正訪客使用，其他人等不得使用。

27. 行人連接走道

特別條款第(57)條

(a) 承批人須自費按署長要求或批准的位置、方式、物料、標準、水平、定線及設計，鋪設、塑造、提供、建造及表面整飾在該地段及現已或將會建於其上的任何一座或多座建築物內的分段的行人路或行人道(連同署長絕對酌情要求的樓梯、斜道、照明、通風、客用電梯和自動扶梯及行人天橋支承件)(以下合稱為「行人連接走道」)，以作本特別條款(b)款指明的用途，在各方面達至署長滿意程度。

(b) 行人連接走道須採取最短路線並且興建上蓋、建造及設計須符合以下要求：-
(i) 在署長要求或批准的位置和建築物的樓層連接將會建於該地段上的每座建築物；及
(ii) 連接該地段內所有主要設施，包括元朗站、政府樓宇、商業樓宇、住宅大廈、現有露天公共運輸交匯處(在其如特別條款第(20)(f)條所述停止運作前)、現有公共運輸交匯處、公眾休憩用地、休憩用地、社區設施、行車橋、顯示及標明為「FB2」、「FB3」、「車站FB」及「公眾FB」的行人天橋和行人天橋1和未來行人天橋(行人天橋1和未來行人天橋以下合稱為「未來行人天橋」)，未來行人天橋位於批地文件附錄的圖則上顯示及標明為「PROP.FB4」、「PROP.FB5」和「PROP.FB6」和「PROP.FB7」之大約位置或署長同意的其他一個或多個位置(以下合稱為「擬建行人天橋4」、「擬建行人天橋5」、「擬建行人天橋6」和「擬建行人天橋7」)。

(c) 在批地文件協定批授的整個年期內，承批人須自費管理及保養須根據本特別條款提供的行人連接走道以保持良好及穩固的狀態和修葺，在各方面達至署長滿意程度。承批人須自費保持位於擬建行人天橋4旁邊的客用電梯運作，以及將位於它們之間的通道全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用，達至署長滿意程度。

(d) 承批人須自費在該地段及現已或將會建於其上的一座或多座建築物內設計、提供及其後保養和管理一條淨內闊度不少於6米的行人路(以下稱為「行人路」)，在各方面達至署長滿意程度，以便在署長批准的位置及水平將行人天橋連接批地文件附錄的圖則上分別顯示及標明為「FB2」及「FB3」的位置(以下分別稱為「行人天橋2」及「行人天橋3」)、該地段的地面及毗鄰該地段街面的行人徑。承批人須向署長提交一份顯示行人路路線的圖則以取得批准。行人路須包括自動扶梯、客用電梯、樓梯、斜道或署長批准或要求的其他構築物，以到達該地段的地面及毗鄰該地段街面的行人徑。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

(e) 在批地文件協定批授的整個年期內，承批人須保持按照本特別條款(d)款提供的行人路開放，以供公眾為所有合法目的免費和暢通無阻地全日24小時步行或乘坐輪椅使用。承批人須自費保持按照本特別條款(d)款提供的自動扶梯及客用電梯全日24小時運作，達至署長滿意程度。

(f) 在行人路竣工前，承批人須於接管南場地和北場地後立即自費在該等場地內提供及保養一條臨時行人路，並在各方面達至署長滿意程度；該臨時行人路須保持開放以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用，並且須連接行人天橋2、行人天橋3、該地段的地面及毗鄰該地段街面的行人徑。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

(g) 對於承批人、其傭工、工人或承辦商就提供、保養、維修及管理行人路而作出或遺漏的任何事情所產生或與之有關的任何性質之所有法律責任及所有訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費及索求，承批人須向政府、其人員、代理、承辦商、工人及其他正式獲授權人員作出彌償並使其獲得彌償。

(h) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

28. 有蓋行人天橋、支承件及連接段和行車橋的建造

特別條款第(58)條

(a) 承批人在接獲署長要求時，須在署長指明的時限內自費進行以下各項並在各方面達至署長滿意程度：
(i) 在第二專用地方的上面建造一條行人天橋和一條行車橋，連同署長要求或批准的所有支承件及連接段(包括署長絕對酌情認為對該行人天橋或行車橋任何未來擴建段或對其他方面屬必要的任何支承件及連接段)，其大約位置為批地文件附錄的圖則上顯示及標明為「FB1」和「VB」之處(該行人天橋和行車橋連同所有其各自的支承件及連接段於下文分別稱為「行人天橋1」和「行車橋」)。行人天橋1和行車橋須按署長要求和批准的物料、標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求的支承件、斜道、相關樓梯及樓梯平台、自動扶梯、電梯與內外配件及固定裝置和照明裝置。行人天橋1須有6米淨內闊度，最低淨內空高度為2.6米，而行車橋須有最少7.3米淨內闊度，或署長要求或批准的其他一個或多個尺寸；
(ii) 改造行人天橋2和行人天橋3連同署長要求或批准的所有支承件及連接段(包括署長絕對酌情認為對行人天橋2和行人天橋3任何未來擴建段或對其他方面屬必要的任何支承件及連接段)，並且在現已或將會建於該地段上的一座或多座建築物提供及建造行人天橋2和行人天橋3的支承件、連接段及擴建段(該等支承件、連接段及擴建段於下文合稱為「FB2和FB3的現有支承件、連接段及擴建段」)，以使行人得以通過行人天橋2和行人天橋3往返行人連接走道。FB2和FB3的現有支承件、連接段及擴建段須按署長要求和批准的物料、規格、標準、水平、定線、佈局及設計與定點建造，包括但不限於提供及建造署長全權酌情要求的支承件、斜道、相關樓梯及樓梯平台、自動扶梯及電梯；
(iii) 按署長要求，建造柱與其他結構性支承件及連接段連同斜道、相關樓梯及樓梯平台、自動扶梯及電梯(該等柱、結構性支承件及連接段連同設施於下文合稱為「行人天橋相關構築物」)，用以連接該地段至未來行人天橋，該等天橋可能位於批地文件附錄的圖則上顯示及標明為「FB1」、「PROP.FB4」、「PROP.FB5」、「PROP.FB6」及「PROP.FB7」的大約位置或署長要求或批准的其他一個或多個位置(未來行人天橋的該等大約位置於下文合稱為「未來行人天橋位置」)，以及現有行人天橋(以下合稱為「現有行人天橋」)，該等天橋位於批地文件附錄的圖則上顯示及標明為「FB2」、「FB3」、「車站FB」及「公眾FB」的位置(現有行人天橋的該等位置於下文合稱為「現有行人天橋位置」)，以使未來行人天橋和現有行人天橋可以連接至現已或將會建於該地段上的建築物，而且行人得以通過未來行人天橋和現有行人天橋往返行人連接走道。

(b) 如承批人或有關業主沒有在署長指明的上述時限內履行其在本特別條款(a)及(e)款(視屬何情況而定)下的義務，則政府可進行本特別條款(a)及(e)款(視屬何情況而定)下必要的建造、改造、維修或保養工程，費用由承批人或有關業主承擔，他們須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對本特別條款(a)及(e)款下承批人或有關業主(視屬何情況而定)具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分以及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本款之下的權利而產生或附帶引起以致本特別條款(a)及(e)款下承批人或有關業主(視屬何情況而定)蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且本特別條款(a)及(e)款(視屬何情況而定)下承批人或有關業主不得就任何損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償。

(c) (i) 行人天橋1、行人天橋2和行人天橋3除供所有公眾人士步行或乘坐輪椅通行外不得用作任何其他用途。

(ii) 行車橋除供汽車和緊急車輛駛過及供行人步行或乘坐輪椅通行外不得用作任何其他用途。

(iii) 除非署長另行批准或要求，否則承批人不得使用或允許或容忍他人使用行人天橋1、行人天橋2、行人天橋3和行車橋（不論內部或外部）作廣告用途或展示任何招牌、告示或海報。

(iv) 如任何事情可能是或成為對行人天橋1、行人天橋2、行人天橋3和行車橋之下經過的任何人或車輛，或對任何毗鄰或鄰近的一個或多個地段或處所的任何業主或佔用人，構成滋擾或煩擾或可能造成不便或損害，承批人都不得作出或允許或容忍他人作出該等事情。

(v) 在行人天橋1存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋1。

(vi) 在行人天橋2和行人天橋3存在的整個期間內，承批人須允許所有公眾人士為所有合法目的全日24小時免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋2和行人天橋3。

(vii) 在批地文件附錄的圖則上顯示及標明為「車站FB」及「公眾FB」（於下文分別稱為「車站FB」及「公眾FB」）之位置的行人天橋以及擬建行人天橋5和擬建行人天橋6存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落公眾FB、車站FB、擬建行人天橋5和擬建行人天橋6。

(viii) 在擬建行人天橋4和擬建行人天橋7存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在日間及晚間的一切合理時間免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落擬建行人天橋4和擬建行人天橋7。

(d) 對於承批人或本特別條款(e)款下的有關業主（視屬何情況而定）、其傭工、工人或承辦商就特別條款第(58)(a)(i)、(58)(a)(ii)及(58)(a)(iii)條規定的建造及改造工程以及特別條款第(58)(e)條規定的維修、管理及保養工程而作出或遺漏的任何事情所產生或與之有關的任何性質之所有法律責任及所有訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費及索求，承批人或本特別條款(e)款下的有關業主（視屬何情況而定）須向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償。

(e) 在批地文件協定批授的整個年期內，

(i) 商業樓宇的業主須自費維修、管理及保養行人天橋1、行人天橋2、FB2和FB3的現有支承件、連接段及擴建段、行人天橋3位於南場地之內的部分，及行人天橋1、行人天橋2、行人天橋3、擬建行人天橋4和擬建行人天橋7的行人天橋相關構築物，以及承批人按照本特別條款(i)款可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度；

(ii) 住宅樓宇的業主須自費維修、管理及保養行車橋及承批人按照本特別條款(i)款可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度；

(iii) 元朗站的業主須自費維修、管理及保養車站FB、公眾FB、擬建行人天橋5和擬建行人天橋6的行人天橋相關構築物及其任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

(f) 在批地文件協定批授的整個年期內，政府、其人員、承辦商、代理、僱員、工人及被許可人以及毗鄰或鄰近地段的一名或多名業主、其承辦商、代理、僱員、工人、被許可人及其他獲授權人員，不論攜帶工具、設備、機械、機器或駕車與否，均獲預留權利在一切時間進入、行經及通過該地段或其任何一個或多個部分，以及位於、通過、停留、越過現已建於其上的任何一座或多座建築物或其任何部分或在其下而免繳一切費用及收費：-

(i) 進行工程以便在現有行人天橋位置及未來行人天橋位置連接現有行人天橋、FB2及FB3的現有支承件、連接段及擴建段及未來行人天橋至行人天橋相關構築物（該等連接工程以下稱為「連接段」），以及其後享有支承連接段、現有行人天橋及未來行人天橋的地役權；及

(ii) 維修及保養連接段、現有行人天橋、FB2及FB3的現有支承件、連接段及擴建段和未來行人天橋。

除特別條款第(48)條另有規定外，政府、其人員、承辦商、代理、僱員、工人及被許可人對其行使本款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任。承批人不得就任何損失、損害、滋擾或騷擾向其索償。

(g) 在接獲署長要求時，承批人或當時根據特別條款第(64)(a)條所指的公契委任的該地段的管理人或根據《建築物管理條例》、根據該條例制訂的任何規例及任何修訂法例成立的該地段業主立案法團須自費進行所有必要工程，以按照署長的規定或批准暫時關閉現已或將會建於該地段上的一座或多座建築物的任何通道口，以便在該處連接未來行人天橋及現有行人天橋、FB2及FB3的現有支承件、連接段及擴建段和行人天橋相關構築物或本特別條款(i)款所指的任何替代物，並在各方面達至署長滿意程度。在暫時關閉上述通道口期間，該處所有必要的維修工程一律時刻由承批人或上述管理人或業主立案法團（視屬何情況而定）自費負責並達至署長滿意程度。

(h) 承批人確認及同意，政府並無憑藉此等條款或藉著行使本特別條款所賦予之權利採取任何行動，從而陳述或保證將來會興建未來行人天橋。倘若將來不興建未來行人天橋，對於承批人或任何人就此或據此招致或蒙受的任何索償、損失或損害而不論如何引起，政府概無須承擔責任。

(i) 如該地段或其任何部分進行任何重新發展以致需要拆卸行人天橋1、行人天橋2、位於南場地之內的部分行人天橋3、FB2及FB3的現有支承件、連接段及擴建段、行人天橋相關構築物和行車橋或其任何一個或多個部分，承批人須在署長所訂的期限內自費按署長批准或要求的設計、物料、闊度、水平及位置建造和完成新的有蓋行人天橋、新的支承件、連接段及擴建段、新的行人天橋相關構築物和新的行車橋或其任何一個或多個部分以替代上述各項，達至署長滿意程度。

(j) 現特此明確協定、聲明及規定，儘管承批人被施加特別條款第(57)(c)、(57)(e)、(57)(f)、(58)(c)(v)、(58)(c)(vi)、(58)(c)(vii)及(58)(c)(viii)條所載的義務，並不表示承批人有意撥出或政府同意向公眾撥出位於擬建行人天橋4、行人連接走道、行人路、臨時行人路、行人天橋1、行人天橋2、位於南場地之內的部分行人天橋3和行人天橋相關構築物旁邊的通道的通行權。

29. 提供連接車輛下行斜道及未來公共道路的車輛通道

特別條款第(60)條

(a) 承批人須自費在署長指明的時限內按照經批准的建築圖則，在該地段內建造及提供並其後維修、管理及保養一條車輛通道，在各方面達至署長滿意程度。該車輛通道須有不少於6米闊度，並須按署長批准或要求的方式、物料、標準、定線、水平及設計建造，以通過未來公共道路連接車輛下行斜道及毗鄰公共道路。

(b) 如承批人沒有在署長指明的上述時限內履行其在本特別條款(a)款下的義務，則政府可進行必要的建造、維修或保養工程，費用由承批人承擔，其須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分以及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償。

(c) 承批人須在符合地役權契據的前提下，在批地文件協定批授的整個年期內維持本特別條款(a)款規定須提供的車輛通道全日24小時開放，以供公眾免費使用和汽車暢通無阻地通行。

(d) 現特此明確協定、聲明及規定，儘管承批人被施加本特別條款(c)及(f)款所載的義務，並不表示承批人有意撥出或政府同意向公眾撥出該車輛通道的通行權。

(e) 現明確協定及聲明，本特別條款(c)及(f)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(f) 在本特別條款(a)款所指的車輛通道竣工之前，並在該地段發展或重新發展時，承批人須在遵守地役權契據的前提下，自費在該地段內在署長規定的位置及按署長施加的條件建造、提供及保養一條從車輛下行斜道連接至毗鄰公共道路的臨時車輛通道，並須維持該臨時車輛通道全日24小時開放，以供公眾免費和暢通無阻地使用。

(g) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

30. 私人休憩用地

特別條款第(66)條

(a) 承批人須自費按照經批准的建築圖則，在該地段內搭建、建造、提供和園景美化總面積不少於4,823平方米的私人休憩用地（以下稱為「私人休憩用地」），並在署長批准的水平、標準和設計種植灌木及樹木。私人休憩用地須在特別條款第(23)條所指的日期建成並適宜使用。私人休憩用地除供現已或將會建於該地段上的一座或多座建築物的居民與佔用人及其真正來賓及訪客作康樂用途外，不得作任何其他用途，從而讓彼等適當地使用及享用該地段。

(b) 在批地文件協定批授的整個年期內，包括其受讓人和繼承人但不包括財政司司長法團的承批人須自費保養私人休憩用地，使其保持良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

(c) 私人休憩用地須指定為並構成特別條款第(64)(a)(v)條所指的公用地方之一部分。

31. 泊車規定

特別條款第 (68) 條

(a) (i) 該地段內須提供署長滿意的車位，以供停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌而屬於現已或將會建於該地段上的一座或多座建築物內的住宅單位的居民及其真正來賓、訪客或獲邀人士的車輛（以下稱為「住宅車位」），分配比率根據下表所列現已或將會建於該地段上的住宅單位各自的大小計算（除非署長同意有別於下表所列的其他分配比率或住宅車位數目）：

每個住宅單位的大小	擬提供的住宅車位數目
少於40平方米	每23.33個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每13.33個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每4.44個住宅單位或不足此數一個車位
不少於100平方米但少於130平方米	每1.7個住宅單位或不足此數一個車位
不少於130平方米但少於160平方米	每1.24個住宅單位或不足此數一個車位
不少於160平方米	每0.98個住宅單位或不足此數一個車位

(ii) 就本特別條款(a)(i)款而言，擬提供的住宅車位總數為根據本特別條款(a)(i)款列表中每個住宅單位的大小計算的住宅車位總數。就此等條款而言，「每個住宅單位的大小」一詞以總樓面面積表示時是指以下(I)與(II)之和：

(I) 供其住戶專用和專享的個別住宅單位之總樓面面積，即由該單位的圍牆或護牆外部開始量度，但如屬於以圍牆分隔的兩個毗連單位，則由該等牆壁中央開始量度，並且包括該單位內的內部間隔牆和柱。但為免存疑，不包括在計算特別條款第(27)(d)條規定的全部總樓面面積時不計算在內的該單位所有樓面面積；及

(II) 個別住宅單位的住宅公用地方（於下文定義）按比例攤分的總樓面面積，即只計算住宅單位圍牆外擬供現已或將會建於該地段的發展項目之住宅部分的所有住戶共用和共享的住宅公用地方的全部總樓面面積，但為免存疑，不包括在計算特別條款第(27)(d)條規定的總樓面面積時不計算在內的所有樓面面積（該住宅公用地方以下稱為「住宅公用地方」），然後按下列公式攤分予每個住宅單位：

$$\text{住宅公用地方的全部總樓面面積} \times \frac{\text{個別住宅單位按照本特別條款 (a)(ii)(I) 款計算的總樓面面積}}{\text{所有住宅單位按照本特別條款 (a)(ii)(I) 款計算的全部總樓面面積}}$$

(iii) 如現已或將會建於該地段上的任何住宅單位大廈提供超過75個住宅單位，須額外提供車位以供停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌而屬於現已或將會建於該地段上的一座或多座建築物內的住宅單位居民的真正來賓、訪客或獲邀人士的車輛，分配比率為每座該等住宅單位大廈5個車位，或採用署長批准的其他比率，但提供的數目不得少於一個車位。

(iv) 按照本特別條款(a)(i)及(a)(iii)款（可按照特別條款第(70)條修改）提供的車位，不得用作該款各自指定用途以外的任何用途，尤其是上述車位不得用作汽車儲存、陳列或展示以作出售或其他用途或提供汽車清潔及美容服務。

(b) (i) 該地段內須提供署長滿意的車位以供停泊車輛，除非署長同意採用其他比率，否則分配比率為現已或將會建於該地段上作為商業樓宇的一座或多座建築物的總樓面面積中每260平方米或不足此數一個車位。

(ii) 為計算按照本條款(b)(i)款提供的車位數目，任何用作泊車、客貨上落的樓面面積不包括在內。

(iii) 按照本特別條款(b)(i)款（可按照特別條款第(70)條修改）提供的車位，不得用作停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌而屬於現已或將會建於該地段上和用作該款指定用途的一座或多座建築物的佔用人及其真正來賓、訪客或獲邀人士的車輛以外的任何用途，尤其是上述車位不得用作汽車儲存、陳列或展示以作出售或其他用途或提供汽車清潔及美容服務。

(c) (i) 承批人須依照建築事務監督規定及批准，從其遵照特別條款(a)(i)、(a)(iii)及(b)(i)款（全部可根據特別條款第(70)條修改）提供的車位中保留及劃定某個數額的車位，以供符合《道路交通條例》、按該條例制訂的任何規例及任何修訂法例定義的傷殘人士停泊車輛（此等保留及劃定的車位以下稱為「傷殘人士車位」）。承批人從其遵照特別條款(a)(iii)款（可根據特別條款第(70)條修改）提供的車位中最少須保留及劃定一個車位，但遵照特別條款(a)(iii)款（可根據特別條款第(70)條修改）提供的車位不得全部劃定或保留作傷殘人士車位。

(ii) 傷殘人士車位除供符合《道路交通條例》、按該條例制訂的任何規例及任何修訂法例定義的傷殘人士停泊屬於現已或將會建於該地段上的一座或多座建築物的居民及其真正來賓、訪客或獲邀人士的車輛外，不得作任何其他用途，尤其是上述車位不得用作汽車儲存、陳列或展示以作出售或其他用途或提供汽車清潔及美容服務。

(d) (i) 該地段內須提供署長滿意的車位，以供停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌的電單車，除非署長同意採用其他比率，否則須按下列比率分配：

(I) 現已或將會建於該地段上的一座或多座建築物每95個住宅單位或不足此數一個電單車車位（以下稱為「住宅電單車車位」）；及

(II) 本特別條款 (b)(i) 款規定提供的車位總數的百分之十（可按照特別條款第 (70) 條修改）；若所須提供的車位數目為小數位，則須進位至最接近之整數。

(ii) 住宅電單車車位不得用作停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌而屬於現已或將會建於該地段上的一座或多座建築物內的住宅單位的居民及其真正來賓、訪客或獲邀人士的電單車以外的任何用途，尤其是上述車位不得用作汽車儲存、陳列或展示以作出售或其他用途或提供汽車清潔及美容服務。

(iii) 按照本特別條款(d)(i)(II)款提供的車位，不得用作停泊根據《道路交通條例》、按該條例制訂的任何規例及任何修訂法例持牌而屬於現已或將會建於該地段上和用作本特別條款(b)(i)款指定用途的一座或多座建築物的佔用人及其真正來賓、訪客或獲邀人士的電單車以外的任何用途，尤其是上述車位不得用作汽車儲存、陳列或展示以作出售或其他用途或提供汽車清潔及美容服務。

(e) 該地段內須提供署長滿意的車位，以供停泊屬於現已或將會建於該地段上的一座或多座建築物內的住宅單位的居民及其真正來賓、訪客或獲邀人士的單車，分配比率為該等住宅單位每7.5個或不足此數一個車位。

(f) (i) 除傷殘人士車位外，按照本特別條款(a)及(b)款（兩者可按照特別條款第(70)條修改）提供的每個車位須為2.5米闊、5.0米長、最低淨空高度2.4米。

(ii) 按照本特別條款(c)款提供的每個車位須為3.5米闊、5.0米長、最低淨空高度2.4米。

(iii) 按照本特別條款(d)款提供的每個車位須為1.0米闊、2.4米長、最低淨空高度2.4米或署長批准的其他最低淨空高度。

(iv) 按照本特別條款(e)款提供的每個車位的尺寸須為署長書面批准的尺寸。

32. 客貨上落規定

特別條款第(69)條

(a) 該地段內須按下列比率提供車位供貨車上落客貨，達至署長滿意程度：
  (i) 按現已或將會建於該地段上的任何住宅單位大廈每800個住宅單位或不足此數或署長批准的其他比率提供一個車位，但現已或將會建於該地段上的每座住宅單位大廈最少須提供一個客貨上落車位。該等客貨上落車位須位於每座住宅單位大廈範圍內或毗鄰該處；（就本款而言，擬作為單一家庭住宅的獨立屋、半獨立屋及排屋不被視為一座住宅單位大廈）；
  (ii) 現已或將會建於該地段上的一座或多座建築物的總樓面面積中每1,300平方米或不足此數提供一個車位供商業樓宇使用；及
(b) 按照本特別條款(a)款提供的每個車位須為3.5米闊、11.0米長、最低淨空高度4.7米。此等車位除供與該款所指的一座或多座建築物相關的車輛上落客貨外，不得作任何其他用途。
(c) 為計算按照本條款 (a)(ii) 款提供的車位數目，任何用作泊車、客貨上落的樓面面積不包括在內。

33. 讓與住宅車位及住宅電單車車位的限制規定

特別條款第(72)條

(a) 儘管已遵從及遵守此等條款達至署長滿意程度，住宅車位及住宅電單車車位不得：
  (i) 轉讓，除非
    (I) 連同賦予專有權使用和管有現已或將會建於該地段上的一座或多座建築物的一個或多個住宅單位之不分割份數一併轉讓；或
    (II) 向現時已是擁有具專有權使用和管有現已或將會建於該地段上的一座或多座建築物的一個或多個住宅單位之不分割份數的業主轉讓；或
  (ii) 分租（分租予現已或將會建於該地段上的一座或多座建築物內的住宅單位之居民除外）。

  在任何情況下，不得轉讓或分租住宅車位及住宅電單車車位總數多於三個予現已或將會建於該地段上的一座或多座建築物內任何一個住宅單位的業主或居民。
(b) 儘管有本特別條款(a)款之規定，如獲署長事先書面同意，承批人仍可整批轉讓所有住宅車位及住宅電單車車位，但承讓方必須為承批人的全資附屬公司。
(c) 本特別條款(a)款不適用於該地段（不包括元朗站及WR不分割分數）的整體轉讓、分租、按揭或抵押。

34. 削土

特別條款第(76)條

(a) 如果現時或曾經對任何土地進行削土、移除或土地後移，或有任何類型的堆積或堆填或斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關聯於該地段或其任何部分之構建、平整或開發，或承批人按此等條款須進行的任何其他工程，或作任何其他用途，承批人須自費進行與建造現時或當時或其後任何時間屬必要的斜坡處理工程、護土牆或其他的支承、保護、排水或輔助工程或其他工程，以保護與承托該地段內的土地和任何毗鄰或毗連政府土地或已出租土地，以及避免與防止其後發生任何滑土、山泥傾瀉或地陷。承批人須在批地文件協定批授的年期內的一切時候自費保養該土地、斜坡處理工程、護土牆或其他的支承、保護、排水或輔助工程或其他工程處於良好及穩固的修葺和狀態，達至署長滿意程度。
(b) 本特別條款(a)款的任何規定，無損於政府在此等條款下的權利，尤其是特別條款第(75)條下的權利。
(c) 倘若因為承批人進行的任何構建、平整、開發或其他工程或由於任何其他原因而在任何時候導致或引起任何滑土、山泥傾瀉或地陷出現，不論發生在或來自該地段之內任何土地，或來自任何毗鄰或毗連政府土地或已出租土地，承批人須自費使之恢復原狀和進行補救以達至署長滿意程度，並對上述滑土、山泥傾瀉或地陷造成政府、其代理及承辦商承受、遭受或招致一切費用、收費、損害賠償、索求及索償作出彌償。
(d) 除在批地文件中規定的、就此等條款遭違反因而享有的任何其他權利或補救方法外，署長還有權發出書面通知，要求承批人進行、建造及保養該土地、斜坡處理工程、護土牆或其他的支承、保護及排水或輔助工程或其他工程或將任何滑土、山泥傾瀉或地陷恢復原狀及進行補救。如承批人忽略或未能在該通知指定的期間內遵從該通知的要求以達至署長滿意程度，署長可立即執行與進行任何必要工程。承批人須按要求補償政府因此產生的費用連同任何行政費或專業費用及收費。

35. 地樁保養

特別條款第(78)條

如果在發展或重新發展該地段或其任何部分時已安裝預應力地樁，承批人須在預應力地樁的服務年限期間定期保養與監察預應力地樁，達至署長滿意程度，並在署長不時絕對酌情要求時提供所有上述監察工程的報告和資料給署長。如果承批人忽略或未能進行所需監察工程，署長可立即執行與進行監察工程。承批人須按要求補償政府的監察工程費用。

36. 廢土或泥石

特別條款第(80)條

(a) 如源自該地段或源自受該地段任何發展項目影響的其他地方之土壤、廢土、泥石、建築廢料或建造物料（以下稱為「廢料」），經歷侵蝕及被沖下或被排進公共小巷或道路、道路暗渠、前濱或海床、污水渠、雨水渠或明渠或其他政府物業（以下稱為「政府物業」），承批人須自費從政府物業移除廢料和補救任何對政府物業造成的損害。對於上述侵蝕及沖下或排進廢料情形引致對私人物業的任何損害或滋擾所引起的一切訴訟、索償及索求，承批人須向政府作出彌償。
(b) 儘管有本特別條款(a)款之規定，署長可（惟沒有義務）應承批人之要求從政府物業移除廢料及補救任何對政府物業造成的損害，而承批人須按要求向政府支付相關費用。

37. 排水渠及渠道的建造

特別條款第 (82) 條

(a) 承批人須自費建造及保養按署長認為為了將落在或流到該地段上的所有暴雨或雨水攔截並引導至最接近的河道、集水井、渠道或政府雨水渠而屬必要的排水渠及渠道，不論其在該地段邊界內或在政府土地內，達至署長滿意程度，而承批人須對上述暴雨或雨水導致的任何損壞或滋擾所引起的一切訴訟、索償及索求自行負責並向政府及其人員作出彌償。
(b) 從該地段連接任何排水渠和污水渠至政府的雨水渠及污水渠（如已建及試用）的工程可由署長進行，但署長無須就因此產生的任何損失或損害對承批人負責。承批人須按要求向政府支付上述連接工程的費用。該等連接工程亦可由承批人自費進行，達至署長滿意程度。在此情況下，上述連接工程的任何一段若在政府土地內建造，須由承批人自費保養，直至被要求時由承批人移交給政府，由政府出資負責其後的保養。承批人須按要求向政府支付有關上述連接工程技術審核的費用。若承批人未能保養上述在政府土地內建造的連接工程的任何一段，署長可進行其認為必要的保養工程，承批人須按要求向政府支付上述工程的費用。

38. 渠務專用範圍

特別條款第(83)條

(a) (i) 除經署長事先書面批准外，不得在批地文件附錄的圖則上以粉紅色間紫色斜線顯示的該地段範圍（以下稱為「渠務專用範圍」）之上、之下或之內興建或建造任何建築物、構築物，或任何建築物或構築物的地基或支承件，但行人天橋2除外。

(ii) 儘管有本特別條款(a)(i)款之規定，但在事先取得署長書面同意及受署長所訂的條款及條件規限下，承批人可在渠務專用範圍興建或允許他人興建一個或多個小型構築物，惟在署長要求時，承批人須在署長指明的期間內自費移除或拆卸該一個或多個構築物並將渠務專用範圍恢復原狀，在各方面達至署長滿意程度。若承批人未能在指明的期間內或按緊急情況所需進行該等移除、拆卸或恢復工程，署長可進行其認為必要的工程，而承批人須按要求向政府支付該等工程的費用。

(b) 承批人或任何其他人在任何法例之下或其他方面，均沒有權利或申索權就本特別條款(a)款所述的權利及義務或就渠務專用範圍的使用或因使用的後果而要求政府賠償。

(c) 署長及其正式授權人員、承辦商、其工人和署長授權的任何其他人（以下合稱為「獲授權人士」），不論攜帶工具、設備、機器或駕車與否，均有權在一切時候不受限制地進出往返該地段以便鋪設、檢查、維修及保養在渠務專用範圍經過或之下的、署長要求或批准的排水渠、污水渠、渠道、排水設施及所有其他服務設施（以下稱為「公用事業設施」）。不得在渠務專用範圍內放置任何可能會妨礙公用事業設施的通路或引致公用事業設施有過度附加費的任何性質之物件或物料。如署長意見認為（署長的意見須作為終論並對承批人具有約束力），渠務專用範圍內有物件或物料可能會妨礙公用事業設施的通路或引致公用事業設施有過度附加費，則署長有權以書面通知方式要求承批人自費拆卸或移除該等物件或物料並且將渠務專用範圍恢復原狀，在各方面達至署長滿意程度。如果承批人忽略或未能在上述通知指明的期間內或按緊急情況所需遵守通知中提出的要求，署長可進行其認為必要的移除、拆卸及恢復工程，承批人須按要求向政府支付該等工程的費用。

(d) 除須將行使上述權利及權力時挖掘的任何壕溝恢復原狀外，政府及獲授權人士對於獲授權人士行使本特別條款(c)款之下賦予的不受限制地進出往返以及鋪設、檢查、維修及保養公用事業設施的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何該等損失、損害、滋擾或騷擾向政府或獲授權人士提出索償。

39. 電纜專用範圍

特別條款第(88)條

(a) 承批人確認，於本協議之日期，在批地文件附錄的圖則上顯示及標明為「電纜專用範圍」的大約位置橙色線之內該地段該部分（該地段該部分以下稱為「電纜專用範圍」）的地面之下，存在某些132千伏及11千伏電纜、相關電纜、相關工程、構築物、設施或裝置（以下合稱為「電纜」）。承批人被視為已經確知並且接受該地段於本協議之日期的狀態及狀況，當中已有電纜存在，承批人不得就此或因此作出或提出任何性質的異議或申索。就本特別條款而言，署長就何謂地面所作的決定須作為終論並對承批人具有約束力。

(b) 承批人須自費掌握電纜的範圍，不得在任何方面拆卸、損壞或干擾電纜（署長就何謂損壞或干擾所作的決定須作為終論並對承批人具有約束力）。電纜如被拆卸或損壞或干擾，將會由中華電力有限公司（以下稱為「中電」）修復、補救或糾正，費用由承批人承擔。對於電纜的存在及因承批人、其僱員、代理、工人或承辦商對電纜的任何拆卸或損壞或干擾而直接或間接產生或與之有關的一切責任、索償、損失、費用、索求、訴訟或其他法律程序，承批人特此向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償 。

(c) 政府對電纜的存在引致承批人或任何其他人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就電纜對該地段或對承批人直接或間接引起或與之有關的任何種類損害、滋擾、煩擾、損失或害處向政府提出索償。

(d) (i) 除經署長事先書面批准外，不得在電纜專用範圍的地面興建或建造任何建築物或構築物，或建築物或構築物的支承件，或邊界牆、圍欄或花槽。

(ii) 除經署長事先書面批准外，不得在電纜專用範圍內種植樹木。

(e) 承批人須在一切時候維持電纜專用範圍的地面上最小淨空為5.1米。

(f) 在電纜專用範圍周圍所有方向5.0米內開展任何工程之前，承批人須諮詢中電的意見，確保該等工程並不損害、干擾或危及電纜的安全運作（署長對此的決定須作為終論），且如署長要求，承批人須自費採取中電要求的預防措施，確保電纜的安全運作。

(g) 承批人須遵守當時有效的、與電纜有關的所有條例、附例和規例以及其任何修訂或取代立法。

(h) 承批人須自費遵守機電工程署署長及所有其他有關的政府及法定當局，就與電纜連接或緊鄰的該地段上現已或將會興建的一座或多座建築物或構築物的任何一個或多個部分之建造（包括所用物料）、維修及保養作出的所有特別要求。

(i) (I) 為進行電纜的測量、檢查、維修、保養、改道、移除、改善或開發工程，以及為進行本特別條款(b)款之下的修復、補救及糾正工程或署長認為在電纜專用範圍屬必要的任何其他工程，承批人須允許署長、中電，及署長或中電或兩者授權的人員、傭工及承辦商，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在批地文件協定批授的整個年期內一切時候無需費用進出往返該地段及現已或將會建於其上的任何一座或多座建築物；及

(II) 政府對其行使本特別條款(i)(I)款之下賦予的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何該等損失、損害、滋擾或騷擾向政府、中電，或政府或中電或兩者授權的人員、傭工及承辦商提出索償。

(j) 承批人確認在批地文件附錄的圖則上顯示的大約位置紅色線之內存在某些11千伏電纜。對於承批人因上述電纜的存在及其後的改道或移除或兩者引致其蒙受的任何損害、滋擾或騷擾，政府不會承擔任何責任。對於上述電纜的存在及其後的改道或移除或兩者以致直接或間接產生或與之有關的一切責任、索償、損失、費用、索求、訴訟或其他法律程序，承批人須向政府作出彌償並使其獲得彌償。

40. 不允許設置墳墓或骨灰龕

特別條款第(90)條

不得於該地段搭建或建造墳墓或骨灰龕，亦不得於該地段安葬或存放任何人類遺骸或動物遺骸，不論該遺骸是否存放在陶罐或骨灰甕內或以其他方式存放。

41. 支承物及附屬構築物

批准書的第3段

(a) 如對圖紙（定義見批准書）的任何修訂、改動或變更涉及支承物（定義見批准書）及附屬構築物（定義見批准書）（但不進一步或在其他方面涉及其他事項），則不得作出該等修訂、改動或變更，惟經署長事先書面批准除外，而署長可拒絕批准或在給予批准時施加其全權酌情決定的條款及條件；

(b) 在無損於特別條款第(15)(b)條的情況下，承批人須按照署長規定的方式、位置、所用材料、所達至標準、設計及水平和所在時限內，並在各方面達至署長滿意的程度下，自費在第一專用地方和第四專用地方建造、安裝及提供由署長決定（署長的決定須作為終論並對承批人具有約束力）的保護措施（包括屏障及圍欄）與提升工程（以下合稱「附屬構築物保護措施」），以保護或防止附屬構築物遭受任何性質影響的損害，並在其後自費保養附屬構築物保護措施，在各方面達至署長滿意的程度；

(c) (i) 在無損於特別條款第(15)(c)(i)條的情況下，如發現有任何及不論如何對附屬構築物或附屬構築物保護措施或兩者造成的任何缺陷或損害，或如按署長意見認為（署長的意見須作為終論並對承批人具有約束力）附屬構築物或附屬構築物保護措施或兩者對第一專用地方、第二專用地方或第四專用地方或其任何組合不安全或有危害，或對經過第一專用地方、第二專用地方或第四專用地方或其任何組合的人士或車輛不安全或有危害，則承批人須立即並在各方面達至署長滿意的程度下，在署長規定的時限內自費對附屬構築物或附屬構築物保護措施或兩者進行必要的或

由署長決定（署長的決定須作為終論並對承批人具有約束力）的維修或補救工程；

(ii) 在無損於特別條款第(15)(c)(ii)條的情況下，如由於任何原因，包括但不限於附屬構築物或附屬構築物保護措施或兩者的結構性缺陷或缺乏維修保養，或在建造附屬構築物或附屬構築物保護措施或兩者期間或其後任何時間，附屬構築物或附屬構築物保護措施或兩者坍塌或由於碎石雜物從其掉下，對第一專用地方、第二專用地方或第四專用地方或其任何組合造成任何缺陷或損害，承批人須立即在署長規定的時限內並在各方面達至署長滿意的程度下，自費對第一專用地方、第二專用地方或第四專用地方或其任何組合進行所有必要的或由署長決定（署長的決定須作為終論並對承批人具有約束力）的維修、建造、重建或其他工程，惟若署長選擇，署長可隨時不給予承批人通知或理由而進行本(c)(ii)條款之下須進行的工程或其一個或多個部分，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本（包括拆卸費及清除泥頭費）的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力；

(iii) 在無損於特別條款第(15)(c)(iii)條的情況下，政府、其人員、代理、承辦商、工人或其他正式獲授權人員就其行使本第3段(c)(ii)條款之下的權利對第一專用地方、第二專用地方或第四專用地方或其任何組合進行任何工程而產生或涉及的任何損失、損害、滋擾或騷擾、索償、索求、訴訟或其他法律程序，概不向承批人、其傭工、代理、被許可人、訪客、工人、承辦商及任何其他一個或多個人士承擔責任，且承批人不得就任何該等損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償；

(iv) 在無損於特別條款第(15)(c)(iv)條的情況下，對於承批人、其傭工、承辦商、代理、被許可人、訪客、工人或他們授權的任何其他人就或因為興建、建造、使用、保養、維修、改動、拆卸、移除及重建附屬構築物或附屬構築物保護措施或兩者而作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質及不論如何引致之所有法律責任、損失、訴訟、法律程序、費用、索償、損害賠償、開支、收費及索求，承批人須在一切時候向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償；

(d) 在無損於特別條款第(15)(d)條的情況下，如承批人沒有在署長指明的時限內履行其在本第3段(b)、(c)及(e)條款下的義務，則政府可進行必要的建造、維修或保養工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分以及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本(d)條款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何該等損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償；

(e) 在無損於特別條款第 (15)(a)、15(b) 及 (18) 條的情況下，承批人須自費對附屬構築物或附屬構築物保護措施進行保養，維持修葺妥善及狀況良好，並保持其清潔、安全及穩妥，在各方面達至署長滿意程度。

(f) 受限於特別條款第(14)(e)條的情況下，承批人獲授權僅為興建、建造、使用、維修、保養、改動、拆卸、移除及重建支承物及附屬構築物而進入第一專用地方、第二專用地方或第四專用地方或其任何組合的權利，惟對於承批人或其傭工、承辦商、代理、被許可人、訪客、工人或他們授權的任何其他人就或因為行使本(f)條款之下的權利而作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質及不論如何引致之所有法律責任、索償、費用、訴訟、開支、損失、損害賠償、收費、索求及法律程序，承批人須在一切時候向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償。

備註：

1. 根據一封由地政總署鐵路發展組於2020年9月1日發出及登記在土地註冊處註冊編號為20092301520046的信件(「延展建築規約時限信件」)，批地文件下承批人完成該地段的開發、平整綠色範圍、平整未來公共道路、提供公眾休憩用地、提供政府樓宇、提升及改造現有公共運輸交匯處及提供私人休憩用地之時限已由2022年12月31日延展至2023年6月30日。
2. 根據一封由地政總署鐵路發展組於2022年6月30日發出及登記在土地註冊處註冊編號為22071201340026的信件(「進一步延展建築規約時限信件」)，批地文件下承批人完成該地段的開發、平整綠色範圍、平整未來公共道路、提供公眾休憩用地、提供政府樓宇、提升及改造現有公共運輸交匯處及提供私人休憩用地之時限已由2023年6月30日進一步延展至2023年12月31日。
3. 有關本節之詳情，請參閱批地文件、延展建築規約時限信件及進一步延展建築規約時限信件。批地文件、延展建築規約時限信件及進一步延展建築規約時限信件全文已備於售樓處，歡迎在開放時間免費閱覽，並可在支付必要的影印費用後索取影印副本。

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

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

1. Green Areas

Under Special Condition No. (6) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands ("Director"):-

(i) lay and form the Green Areas; and

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

(I) Relevant Provisions of the Land Grant

Special Condition No. (6)

(a) The Grantee shall:

(i) on or before the 31st day of December 2023 or such other extended 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 the plan annexed to the Land Grant (hereinafter referred to as "the Green Areas"); and

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

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

(ii) on or before the 31st day of December 2023 or such other extended 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 Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

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

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Green Areas" in Section B of the executed Principal Deed of Mutual Covenant and Management Agreement ("**the PDMC**")

"**Green Areas**" means those portions of future public roads shown coloured green on the Plan referred to under Special Condition No.(6)(a)(i)(I) of the Government Grant which expression shall include all such portions of future public roads and the Structures constructed thereon.

Clause 11(b) of Part II of Second Schedule of the PDMC

In respect of the Green Areas and the Future Public Road prior to the delivery thereof to the Government, the Director, his officers, contractors, agents, relevant public utility companies authorized by the Government, officers of the Water Authority or other duly authorized personnel shall have :-

(a) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) of the Government Grant and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;

(b) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners of the Estate shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof;

(c) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas or any part or parts thereof; and

(d) the right to have free access at all reasonable times over and along the Future Public Road and to and from the Existing PTI for all Government and public vehicular and pedestrian traffic without any interference with or obstruction.

Clause 4 of Part II of Second Schedule of the PDMC

The right for all members of the public at all reasonable times during the day or night and for all lawful purposes and without payment of any nature whatsoever, prior to the re-delivery of the Green Areas to the Government in accordance with Special Condition No.(7) of the Government Grant, to access over and along the Green Areas or any part or parts thereof for all Government and public vehicular and pedestrian traffic.

2. Future Public Road

Under Special Condition Nos. (10) and (13) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director:-

(i) lay and form the Future Public Road;

(ii) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require in the Future Public Road; and

(iii) erect, construct and thereafter maintain such structure or structures within the Future Public Road as are necessary to support the building or buildings erected or to be erected above the Future Public Road.

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

(I) Relevant Provisions of the Land Grant

Special Condition No. (10)

(a) The Grantee shall:

(i) on or before the 31st day of December 2023 or such other extended 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 stratum of airspace within the area shown coloured pink stippled green and pink stippled green cross-hatched black on the plan annexed to the Land Grant between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as determined by the Director, and the stratum of airspace within the area shown coloured pink stippled green crossed black on the plan annexed to the Land Grant between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director (which said areas are hereinafter collectively referred to as "the Future Public Road"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require in the Future Public Road (hereinafter collectively referred to as "the Public Road Structures") so that building, vehicular and pedestrian traffic may be carried on the Future Public Road.

(ii) on or before the 31st day of December 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Future Public Road and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Future Public Road together with the Public Road 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 Future Public Road has been re-delivered to the Government by the Grantee in accordance with Special Condition No. (11).

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

Special Condition No. (13)(c)

Subject to Special Condition Nos. (11) and (12), the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and thereafter maintain such structure or structures within the Future Public Road as are necessary to support the building or buildings erected or to be erected above the Future Public Road.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Future Public Road" in Section B of the PDMC

"Future Public Road" means those portions of future public roads in the stratum of airspace within the Land shown coloured pink stippled green and pink stippled green cross-hatched black on the Plan between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as determined by the Director and the stratum of the airspace within the area shown coloured pink stippled green crossed black on the Plan between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director referred to in Special Condition No.(10)(a)(i)(I) of the Government Grant which expression shall include all such portions of future public roads and Public Road Structures constructed thereon.

Clause 25 of Section E of the PDMC

The Owners (excluding the FSI as the Owner of the Government Accommodation) shall at their own expense repair, manage and maintain the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land in accordance with Special Condition No.(60)(a) of the Government Grant.

Clause 11(b) of Part II of Second Schedule of the PDMC

In respect of the Green Areas and the Future Public Road prior to the delivery thereof to the Government, the Director, his officers, contractors, agents, relevant public utility companies authorized by the Government, officers of the Water Authority or other duly authorized personnel shall have :-

(a) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) of the Government Grant and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;

(b) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners of the Estate shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof;

(c) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas or any part or parts thereof; and

(d) the right to have free access at all reasonable times over and along the Future Public Road and to and from the Existing PTI for all Government and public vehicular and pedestrian traffic without any interference with or obstruction.

Clause 5 of Part II of Second Schedule of the PDMC

The right for all members of the public at all reasonable times during the day or night and for all lawful purposes and without payment of any nature whatsoever, prior to the re-delivery of the Future Public Road to the Government in accordance with Special Condition No.(11) of the Government Grant, to access over and along the Future Public Road or any part or parts thereof for all Government and public vehicular and pedestrian traffic.

3. First, Second and Fourth Reserved Areas

Under Special Condition No. (15) of the Land Grant, the grantee may at his own expense and in all respects to the satisfaction of the Director:-

(i) erect, construct and thereafter maintain the Supports within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area; and

(ii) construct, install and provide within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area the Protective Measures.

(I) Relevant Provisions of the Land Grant

Special Condition No. (15)

(a) Subject to Special Condition No. (14)(c), the Grantee may at his own expense and in all respects to the satisfaction of the Director erect, construct and thereafter maintain such supporting structure or structures (hereinafter collectively referred to as "the Supports")

(i) within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area as are necessary to support a podium or podiums with building or buildings thereon erected or to be erected above the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area (which podium or podiums is or are hereinafter referred to as "the Podium"); and

(ii) within the Second Reserved Area as are necessary to support the Footbridge 1 and the Vehicular Bridge (both as defined in Special Condition No. (58)(a)(i)) erected or to be erected above the Second Reserved Area.

(b) The Grantee shall at his own expense, in such manner and positions, with such materials and to such standards, design and levels and within such time limit as may be imposed by the Director and in all respects to the satisfaction of the Director, construct, install and provide within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area such protective measures including barriers and fences and such upgrading works (hereinafter collectively referred to as "the Protective Measures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to protect or prevent damage from any impact of whatever nature to the Supports and shall thereafter at his own expense maintain the Protective Measures in all respects to the satisfaction of the Director.

(c) (i) In the event of discovery of any defects or damage whatsoever and howsoever caused to the Protective Measures of the Podium, the Podium or the Supports of the Podium (the Protective Measures of the Podium, the Podium and the Supports of the Podium are hereinafter collectively referred to as "the Podium Structures") and the Protective Measures of the Footbridge 1 and the Vehicular Bridge, or the Supports of the Footbridge 1 and the Vehicular Bridge (the Protective Measures of the Footbridge 1 and the Vehicular Bridge and the Supports of the Footbridge 1 and the Vehicular Bridge are hereinafter collectively referred to as "the Footbridge 1 and the Vehicular Bridge Structures"), or in the event of the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both becoming, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), unsafe or hazardous to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof , or to persons or vehicles passing through the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof, the Grantee shall forthwith at his own expense and in all respects to the satisfaction of the Director and within the time limit as may be imposed by the Director carry out such repair or remedial works to the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both which are necessary or as may be determined by the Director (whose determination shall be final and binding on the Grantee).

(ii) In the event of any damage caused to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof due to whatsoever reason including but not limited to structural defects or want of repair or maintenance of the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both or the collapse of or as a result of debris falling from the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both during construction of the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both or at any time thereafter, the Grantee shall forthwith at his own expense within such time limit as may be imposed by the Director and in all respects to his satisfaction carry out all repair or construction or re-construction works or such other works which are necessary or as may be determined by the Director (whose determination shall be final and binding on the Grantee) to the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof PROVIDED THAT the Director may at any time without notice or reason being given to the Grantee carry out the works or any part or parts thereof required to be carried out under this sub-clause if the Director so elects at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost (including demolition and removal of debris costs) thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(iii) Save as provided in Special Condition No. (48), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability to the Grantee, its or their servants, agents, licensees, visitors, workmen, contractors and any other person or persons in respect of any loss, damage, nuisance or disturbance, claims, demands, actions or other proceedings whatsoever arising out of or in respect of any works done in the First Reserved Area, the Second Reserved Area or the Fourth Reserved Area or any combination thereof by the exercise by it or them of the rights conferred under sub-clause (c)(ii) of this Special Condition and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(iv) The Grantee shall at all times indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against any liabilities, claims, costs, expenses, loss, damages, charges, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, licensees, visitors, workmen or contractors in respect of or as a consequence of erection, construction, use, maintenance, repair, alteration, demolition, removal and re-construction of the Podium Structures or the Footbridge 1 and the Vehicular Bridge Structures or both.

(d) In the event of the non-fulfilment of the Grantee's obligations under this Special Condition within the time limit as may be imposed by the Director, the Government may carry out the necessary construction, repair or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 right conferred under this

sub-clause, and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) For the purpose of this Special Condition only, the expression "Grantee" shall exclude the Financial Secretary Incorporated ("**F.S.I.**").

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "First Reserved Area", "Fourth Reserved Area", "Podium", "Protective Measures", "Second Reserved Area" and "Supports" in Section B of the PDMC

"First Reserved Area" means, collectively, the strata of land and airspace within the areas shown coloured pink edged violet on the Plan below the level of 11.6 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director referred to in Special Condition No.(14)(a)(i) of the Government Grant or as may be varied with the prior written consent of the Director or at the sole determination of the Director.

"Fourth Reserved Area" means, collectively, the strata of airspaces within the Pink Stippled Green Area, the Pink Stippled Green Cross-hatched Black Area and the Pink Stippled Green Circled Black Area between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director and the stratum of airspace within the Pink Stippled Green Crossed Black Area between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director referred to in Special Condition No.(14)(a)(iv) of the Government Grant or as may be varied with the prior written consent of the Director or at the sole determination of the Director.

"Podium" means such podium or podiums with building or buildings thereon erected or to be erected above the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area referred to in Special Condition No.(15)(a)(i) of the Government Grant.

"Protective Measures of the Air Ducts and Associated Metal Louvres" means those parts of the Protective Measures of the Ancillary Structures that serve or are intended to serve the Air Ducts and Associated Metal Louvres;

"Protective Measures of the Ancillary Structures" means such protective measures including barriers and fences and such upgrading works constructed, installed or provided or to be constructed, installed or provided within the First Reserved Area and the Fourth Reserved Area as may be determined by the Director to protect and prevent damage from any impact of whatever nature to the Ancillary Structures;

"Protective Measures of the Supports" shall have the same meaning as "the Protective Measures" defined in Special Condition No.(15)(b) of the Government Grant.

"Second Reserved Area" means the stratum of land and airspace within the area shown coloured pink hatched green on the Plan below the level of 11.5 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director referred to in Special Condition No.(14)(a)(ii) of the Government Grant or as may be varied with the prior written consent of the Director or at the sole determination of the Director.

"**Supports**" means such supporting structures under Special Condition No.(15)(a) of the Government Grant erected or to be erected or constructed or to be constructed within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area as approved in writing by the Director and that serve or are intended to serve the Estate.

Clause 11(a) of Part II of the Second Schedule to the PDMC

In respect of the Reserved Areas :-

(a) the rights of support and protection to the building or structures erected or to be erected within or on the Reserved Areas and their supporting structures and connections; the rights to all necessary easements, the rights of way to and from the Reserved Areas and any part or parts thereof through the Land and any buildings or structures erected or to be erected on the Land 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 Land or any building structures and erections thereon or any part or parts thereof free of all costs and charges;

(b) the rights to adjacent and lateral support and protection from damage of the public roads, public pavement, public car parking spaces, public bicycle parking spaces, Light Rail Transit Structures and Installations, floodwater pumping station and the Vehicular Down Ramp and all the associated structures and Government land within the Reserved Areas, free of all costs and charges. During development or re-development of the Land or during the period of modification or reconstruction of the building or buildings erected or to be erected on the Land, the Owners of the Development (save and except the FSI as the Owner of the Government Accommodation) shall at their own expense carry out such works as may be necessary or required by the Director and in all respects to his satisfaction to ensure proper connection and linkage of these public roads, public pavement, public car parking spaces, public bicycle parking spaces, Light Rail Transit Structures and Installations, and the Vehicular Down Ramp to the road or roads at ground level for the purposes of pedestrian or vehicular traffic or both as may be required and to ensure proper use of the floodwater pumping station;

(c) throughout the Term, the right for the Director, his officers, contractors and agents, his or their workmen and any other person authorized by the Director with or without tools, equipment, machinery or motor vehicles, free of all costs and charges to enter into, upon and through the Land 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 to and from the Reserved Areas for the purpose of constructing, inspecting, maintaining, repairing, and renewing any structures, installations and other services across, through, within or under the Reserved Areas; and

(d) the rights of the Government, its assigns or licensees, its or their officers, agents, surveyors, contractors and workmen, and any other parties authorized by it or them free of all costs and charges, with or without motor vehicles, plant or machinery, tools or equipment to enter upon, in, under, over and through the Land or any part thereof or any building or part of any building erected or to be erected thereon for :-

  (i) erecting, installing, repairing, maintaining and operating street lightings, traffic signs or other forms of signal equipment on the portions of the Land adjacent to the Reserved Areas and on the external part or parts or the underside of the Podium erected above the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area which in the opinion of the Director (whose opinion is final and binding on the Owners of the Development) are necessary for regulating vehicular and pedestrian traffic on the Reserved Areas;

  (ii) viewing the state and condition of the Podium, the Footbridge 1 and the Vehicular Bridge and for the purpose of carrying out the works specified in Special Condition No.(18)(c) of the Government Grant.

For the avoidance of doubt :-

(A) the Government, the Director and his officers, contractors and agents, his or their workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Owner or any persons arising out of or incidental to the exercise of the rights conferred hereunder and no claim whatsoever shall be made against the Government, the Director and his officers, contractors and agents, his or their workmen and other duly authorized personnel by the Owner in respect of any such loss, damage, nuisance or disturbance;

(B) the Owner of the Yuen Long Station shall have the rights, title, ownership, possession or use of the Railway Supporting Structures;

(C) the Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) shall at their own expense and in all respects to the satisfaction of the Director erect, construct, install, provide and thereafter maintain the Supports, the Protective Measures of the Supports, the Ancillary Structures (other than the Air Ducts and Associated Metal Louvres) and the Protective Measures of the Ancillary Structures (other than the Protective Measures of the Air Ducts and Associated Metal Louvres);

(D) the Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) shall, at their own expense and in all respects to the satisfaction of the Director, erect, construct and thereafter maintain the Supports within the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area as are necessary to support the Podium and within the Second Reserved Area as are necessary to support the Footbridge 1 and the Vehicular Bridge erected or to be erected above the Second Reserved Area;

(E) the Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) and his contractors, his or their workmen, with or without tools, equipment, machinery or motor vehicles may, with the prior written consent of the Director and subject to such terms and conditions as he may impose, be granted the right to enter upon the First Reserved Area or the Second Reserved Area or the Fourth Reserved Area or any combination thereof for the purpose of constructing repairing maintaining altering removing and re-constructing the Public Road Structures, the Footbridge 1 and the Vehicular Bridge; and

(F) the Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) and the respective owners under Special Condition No.(58)(e) of the Government Grant shall at their own expense at all times take such precautions as may be necessary to prevent any damage or injury caused to the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area or to persons or vehicles using any of the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area as a consequence of carrying out works in accordance with the Government Grant.

4. Existing Open-air PTI

Under Special Condition No. (20) of the Land Grant, the grantee shall:-

(a) permit the public to use the Existing Open-air PTI; and

(b) at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Existing Open-air PTI.

(I) Relevant Provisions of the Land Grant

Special Condition No. (20)

(a) (i) The Grantee acknowledges that there is a public transport interchange on the ground level within the Southern Site comprising the public road, a bus terminus, a green minibus terminus, residential coach lay-bys, taxi lay-bys, motorcycle parking spaces and public bicycle parking spaces at the approximate position as shown and marked "Existing Open-air Public Transport Interchange" on the plan annexed to the Land Grant (hereinafter collectively referred to as "the Existing Open-air PTI"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence, operation and use of the Existing Open-air PTI and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in the Existing Open-air PTI.

(ii) The Grantee shall permit the public to use the Existing Open-air PTI and shall not interfere with the normal operation of the Existing Open-air PTI or any part or parts thereof and no works that may affect the normal operation of the Existing Open-air PTI, or any part or parts thereof shall be carried out except with the prior written approval of the Commissioner for Transport.

(c) The Grantee shall at all times during the period of operation of the Existing Open-air PTI at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Existing Open-air PTI (including general cleaning of the footpaths, platforms, carriageways and other facilities) in all respects to the satisfaction of the Director.

Note: The Existing Open-air PTI has been demolished in accordance with Special Condition No.(20)(f), the obligations under Special Condition Nos. (20)(a)(ii) and (20)(c) of the Land Grant have lapsed.

(II) Relevant Provisions of the Deed of Mutual Covenant

None.

5. Public Open Space

Under Special Condition No. (28) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Southern Site the Public Open Space.

(I) Relevant Provisions of the Land Grant

Special Condition No. (28)

(a) The Grantee shall on or before the 31st day of December 2023 at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Southern Site public open space comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the plan annexed to the Land Grant of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level and (ii) an open space of not less than 1,200 square metres on the ground level (hereinafter collectively 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. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(b) The owner of the Commercial Accommodation shall throughout the term agreed to be granted under the Land Grant 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.

(c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the owner of the Commercial Accommodation shall upon completion of construction of the Public Open Space and throughout the term agreed to be granted under the Land Grant at his own expense and in all respects to the satisfaction of the Director:

(i) keep the Public Open Space open for the use and enjoyment by all members of the public free of charge and 24 hours a day without any interruption; and

(ii) display notices in prominent locations informing the public that the Public Open Space is open to the public 24 hours a day.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of “Public Open Space” in Section B of the PDMC

"Public Open Space" means the open space erected, constructed and provided and located, formed, serviced, landscaped, planted and treated within the Southern Site pursuant to Special Condition No.(28)(a) of the Government Grant comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the Plan of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level; and (ii) an open space of not less than 1,200 square metres on the ground level, to be kept open for the use and enjoyment by all the members of the public free of charge and 24 hours a day without any interruption.

6. Government Accommodation

Under Special Condition No. (29)(a) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, erect, construct and provide within the Lot, in a good workmanlike manner the following accommodation:

(i) the Public Toilet;

(ii) the Children and Youth Services Centre;

(iii) the Family Service Centre; and

(iv) the Existing PTI.

(I) Relevant Provisions of the Land Grant

Special Condition No. (29)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules annexed to the Land Grant (hereinafter referred to as "the Technical Schedules") and the plans approved under Special Condition No. (31)(a), the following accommodation:

(i) one public toilet on the ground level within the Southern Site (hereinafter referred to as "the Public Toilet") with a net operational floor area of not less than 114 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023;

(ii) one services centre for the use for children and youth or such other use as may be approved by the Director of Social Welfare (hereinafter referred to as "the Children and Youth Services Centre") with a net operational floor area of not less than 631 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023;

(iii) one service centre for the use for family or such other use as may be approved by the Director of Social Welfare (hereinafter referred to as "the Family Service Centre") with a net operational floor area of not less than 535 square metres to be completed and made fit for occupation and operation on or before the 31st day of December 2023; and

(iv) the Existing PTI (as defined in Special Condition (30)(a));

(which accommodation (including lighting fixtures, ventilation plant, fire service systems, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) (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.

(c) (i) For the purpose of determining the net operational floor area of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within the Government Accommodation as detailed in the Technical Schedules excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, areas for mechanical and electrical services for any kind of systems and pipe ducts, services passageway, services ducts and services corridor.

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Children and Youth Services Centre & Family Service Centre", "Existing PTI", "Government Accommodation", "Items" and "Public Toilet" in Section B of the PDMC

"Children and Youth Services Centre & Family Service Centre" means, collectively, one services centre for the use for children and youth or such other use as may be approved by the Director of Social Welfare as referred to in Special Condition No.(29)(a)(ii) of the Government Grant as "the Children and Youth Services Centre" and one service centre for the use for family or such other use as may be approved by the Director of Social Welfare as referred to in Special Condition No.(29)(a)(iii) of the Government Grant as "the Family Service Centre", and the protected corridor serving the two centres (including lighting fixtures, ventilation plant, fire service systems, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine and for identification purpose only are shown coloured Light Brown on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person.

"Existing PTI" means, collectively, the public transport interchange on the ground level of the Land within the Northern Site referred to in Special Condition No.(30)(a) of the Government Grant (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine and for identification purpose only is shown coloured Violet on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person.

"Government Accommodation" means, collectively, any or all of (i) the Public Toilet, (ii) the Children and Youth Services Centre & Family Service Centre and (iii) the Existing PTI.

"Items" means, collectively, any or all of (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation, (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development, (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development, (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development.

"Public Toilet" means one public toilet on the ground level within the Southern Site referred to in Special Condition No.(29)(a)(i) of the Government Grant (including lighting fixtures, ventilation plant, fire service systems, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine and for identification purpose only is shown coloured Light Violet on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person.

7. Existing PTI

Under Special Condition No. (30)(g)(i) of the Land Grant, the grantee shall carry out upgrading and modification of the Existing PTI by way of permanent closure of the traffic island and its conversion into a carriageway.

(I) Relevant Provisions of the Land Grant

Special Condition No. (30)(g)

(i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out upgrading and modification of the Existing PTI by way of permanent closure of the traffic island and its conversion into a carriageway (including conducting all necessary works and modification works to the Existing PTI and any other works which the Commissioner for Transport may consider necessary) in a good workmanlike manner to be completed and made fit for occupation and operation on or before the 31st day of December 2023 or such other later date as may be determined by the Director (whose determination shall be final and binding on the Grantee) 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).

(ii) The Grantee is hereby granted with the right of access to and from the Existing PTI or any part thereof to:

(I) conduct the works or modification works for the purpose of upgrading and modification of the Existing PTI pursuant to sub-clause (g)(i) of this Special Condition;

(II) carry out any other works which the Commissioner for Transport may consider necessary pursuant to sub-clause (g)(i) of this Special Condition; and

(III) carry out the maintenance works of the Existing PTI pursuant to Special Condition No. (43)(a) and any agreement made between the Government and the Grantee on the maintenance of the Existing PTI during such period of upgrading and modification the Existing PTI.

(iii) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising whether directly or indirectly 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 provision and upgrading and modification of the Existing PTI.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Existing PTI" in Section B of the PDMC

"Existing PTI" means, collectively, the public transport interchange on the ground level of the Land within the Northern Site referred to in Special Condition No.(30)(a) of the Government Grant (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine and for identification purpose only is shown coloured Violet on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person.

Clause 6 of Part II of Second Schedule of the PDMC

The right for all members of the public to use the Existing PTI and all Owners and the Manager shall not interfere with the normal operation of the Existing PTI in accordance with Special Condition No.(30)(c) of the Government Grant.

8. Pedestrian Walkway

Under Special Condition No. (57)(d) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter maintain and manage the Pedestrian Walkway.

(I) Relevant Provisions of the Land Grant

Special Condition No. (57)(d)

The Grantee shall at his own expense and in all respects to the satisfaction of the Director design provide and thereafter maintain and manage a pedestrian walkway within the lot and any building or buildings erected or to be erected thereon with a clear internal width of not less than 6 metres (hereinafter referred to as "the Pedestrian Walkway") so as to link up at such locations and levels as the Director shall approve the footbridges at the respective locations shown and marked "FB2" and "FB3" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the Footbridge 2" and "the Footbridge 3"), the ground level of the lot and the footpaths at street level adjacent to the lot. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The Pedestrian Walkway shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director to reach the ground level of the lot and the footpaths at street level adjacent to the lot. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

Special Condition No. (57)(e)

The Grantee shall throughout the whole term agreed to be granted under the Land Grant keep the 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 on foot or by wheelchair for all lawful purposes free of charge without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts required to be provided under sub-clause (d) of this Special Condition in operation 24 hours a day to the satisfaction of the Director.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Pedestrian Walkway" in Section B of the PDMC

"Pedestrian Walkway" means the pedestrian walkway within the Land and any building or buildings erected or to be erected thereon so as to link up the Footbridge 2 and the Footbridge 3, the ground level of the Land and the footpaths at street level adjacent to the Land comprising such escalators, passengers lifts, staircases, ramps or such other structures as may be approved or required by the Director to reach the ground level of the Land and the footpaths at street level adjacent to the Land referred to in Special Condition No.(57)(d) of the Government Grant.

Clause 9(a) of Part II of Second Schedule of the PDMC

The right for all members of the public 24 hours a day during the day or night and for all lawful purposes to use the Pedestrian Walkway free of charge without any interruption on foot or by wheelchair throughout the Term.

9. Footbridges, supports and connections

Under Special Condition No. (58) of the Land Grant, the grantee shall when called upon to do so by the Director at his own expense and in all respects to the satisfaction of the Director:-

(i) construct the Footbridge 1;

(ii) modify the Footbridge 2 and the Footbridge 3 and the Existing Supports, Connections and Extensions for FB2 and FB3; and

(iii) construct the Footbridge Associated Structures.

(I) Relevant Provisions of the Land Grant

Special Condition No. (58)

(a) The Grantee shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director:

(i) construct a footbridge and a vehicular bridge above the Second Reserved Area, together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the footbridge or the vehicular bridge or otherwise) as shall be required or approved by the Director, in the approximate positions shown and marked "FB1" and "VB" on the plan annexed to the Land Grant (which said footbridge and vehicular bridge together with all their respective supports and connections are hereinafter respectively referred to "the Footbridge 1" and "the Vehicular Bridge"). The Footbridge 1 and the Vehicular Bridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge 1 shall have a clear internal width of 6 metres and a minimum clear internal headroom of 2.6 metres while the Vehicular Bridge should have a minimum clear internal width of 7.3 metres or such other dimension or dimensions as may be required or approved by the Director;

(ii) modify the Footbridge 2 and the Footbridge 3 together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Footbridge 2 or the Footbridge 3 or otherwise) as shall be required or approved by the Director and provide and construct such supports, connections and extensions to the Footbridge 2 and the Footbridge 3 in the building or buildings erected or to be erected on the lot (which supports, connections and extensions are hereinafter collectively referred to as "the Existing Supports, Connections and Extensions for FB2 and FB3") so that pedestrian access can be gained over the Footbridge 2 and the Footbridge 3 to and from the Pedestrian Link (as defined in the Land Grant). The Existing Supports, Connections and Extensions for FB2 and FB3 shall be constructed with such materials and to such specifications, standards, levels, alignment, disposition and designs and at such points as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators and lifts as the Director in his sole discretion may require;

(iii) construct the columns and such other structural supports and connections together with such ramps, associated staircases and landings, escalators and lifts as the Director may require (which columns structural supports and connections together with the facilities are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the Future Footbridges which may be located at the approximate positions shown on and marked "FBI", "PROP.FB4", "PROP. FB5" "PROP.FB6" and "PROP.FB7" on the plan annexed to the Land Grant or at such other location or locations as may be required or approved by the Director (which approximate positions of the Future Footbridges are hereinafter collectively referred to as "the Future Footbridges Locations") and the existing footbridges (hereinafter collectively referred to as "the Existing Footbridges") which are located at the positions shown and marked "FB2", "FB3", "the STATION FB" and "the PUBLIC FB" on the plan annexed to the Land Grant (which positions of the Existing Footbridges are hereinafter collectively referred to as "the Existing Footbridges Locations") so that the Future Footbridges and the Existing Footbridges can be connected to the buildings erected or to be erected on the lot and that pedestrian access can be gained over the Future Footbridges and the Existing Footbridges into and from the Pedestrian Link.

(b) In the event of the non-fulfilment of the Grantee's or the respective owners' obligation under sub-clauses (a) and (e) of this Special Condition, as the case may be, within the said time limit specified by the Director, the Government may carry out the necessary construction, modification, repair or maintenance works at the cost of the Grantee or the respective owners, under sub-clauses (a) and (e) of this Special Condition as the case may be, who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be, arising out of or incidental to the exercise by him or them of the rights conferred under this sub-clause, and no claim shall be made against him or them by the Grantee or the respective owners under sub-clauses (a) and (e) of this Special Condition, as the case may be, in respect of any loss, damage, nuisance or disturbance.

(c) (i) The Footbridge 1, the Footbridge 2 and the Footbridge 3 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Vehicular Bridge shall not be used for any purpose other than for the passage of motor vehicles and emergency vehicles and for pedestrian passage on foot or by wheelchair.

(iii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge 1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iv) The Grantee shall not do or permit or suffer to be done in the Footbridge 1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge

1, the Footbridge 2, the Footbridge 3 and the Vehicular Bridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(v) The Grantee shall throughout the period during which the Footbridge 1 is in existence permit all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 1.

(vi) The Grantee shall throughout the period during which the Footbridge 2 and the Footbridge 3 are in existence permit all members of the public for all lawful purposes 24 hours a day freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 2 and the Footbridge 3.

(vii) The Grantee shall throughout the period during which the Footbridges located at the position shown and marked "STATION FB" and "PUBLIC FB" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the STATION FB" and "the PUBLIC FB") and the Proposed Footbridge 5 and the Proposed Footbridge 6 are in existence permit all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the PUBLIC FB, the STATION FB, the Proposed Footbridge 5 and the Proposed Footbridge 6 via the Footbridge Associated Structures.

(viii) The Grantee shall throughout the period during which the Proposed Footbridge 4 and the Proposed Footbridge 7 are in existence permit all members of the public for all lawful purposes at all reasonable times during the day and night freely and without payment of any nature whatsoever to pass and repass on foot and by wheelchair along, to, from, through, over, up and down the Proposed Footbridge 4 and the Proposed Footbridge 7 via the Footbridge Associated Structures.

(d) The Grantee or the respective owners under sub-clause (e) of this Special Condition, as the case may be, shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee or the respective owners under sub-clause (e) of this Special Condition, as the case may be, his servants, workmen or contractors in connection with the construction and modification works required under Special Condition Nos. (58)(a)(i), (58)(a)(ii) and (58)(a)(iii) and the repair, management and maintenance works required under Special Condition No. (58)(e).

(e) Throughout the term agreed to be granted under the Land Grant,

(i) the owner of the Commercial Accommodation shall at his own expense repair, manage and maintain the Footbridge 1, the Footbridge 2, the Existing Supports, Connections and Extensions for FB2 and FB3, portion of the Footbridge 3 located within the Southern Site and the Footbridge Associated Structures of the Footbridge 1, the Footbridge 2, the Footbridge 3, the Proposed Footbridge 4 and the Proposed Footbridge 7 and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director;

(ii) the owner of the Residential Accommodation shall at his own expense repair, manage and maintain the Vehicular Bridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director;

(iii) the owner of the Yuen Long Station shall at his own expense repair, manage and maintain the Footbridge Associated Structures of the STATION FB, the PUBLIC FB, the Proposed Footbridge 5 and the Proposed Footbridge 6, and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (i) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director.

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

(i) to carry out works for the purposes of connecting the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Future Footbridges to the Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") at the Existing Footbridges Locations and the Future Footbridges Locations and thereafter to enjoy the easement of support of the Connections, the Existing Footbridges and the Future Footbridges; and

(ii) to repair and maintain the Connections, the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Future Footbridges.

Save as provided in Special Condition in No. (48), the Government, its officers, contractors, agents, employees, workmen and licensees 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.

(g) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the PDMC referred to in Special Condition No. (64)(a) for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Future Footbridges and the Existing Footbridges, the Existing Supports, Connections and Extensions for FB2 and FB3 and the Footbridge Associated Structures or any replacement thereof referred to in sub-clause (i) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening is under temporary closure maintain the same at his or its own expense to the satisfaction of the Director.

(h) The Grantee acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Future Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee or any person for any claim, loss or damage howsoever arising in connection therefrom or in connection therewith or as a consequence thereof if the Future Footbridges will not be constructed in the future.

(i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge 1, the Footbridge 2, portion of the Footbridge 3 within the Southern Site, the Existing Supports, Connections and Extensions for FB2 and FB3, the Footbridge Associated Structures and the Vehicular Bridge or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridges, new supports connections and extensions, new footbridge associated structures and new vehicular bridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require.

(j) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (57)(c), (57)(e), (57)(f), (58)(c)(v), (58)(c)(vi), (58)(c)(vii) and (58)(c)(viii) neither the Grantee intends to dedicate nor the Government consents to any dedication of the passageway next to the Proposed Footbridge 4, the Pedestrian Link, the Pedestrian Walkway, the temporary pedestrian walkway, the Footbridge 1, the Footbridge 2, portion of the Footbridge 3 within the Southern Site, and the Footbridge Associated Structures to the public for the right of passage.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Existing Supports, Connections and Extensions for FB2 and FB3", "Footbridge Associated Structures", "Footbridge 1", "Footbridge 2" and "Footbridge 3" in Section B of the PDMC

"Existing Supports, Connections and Extensions for FB2 and FB3" means, collectively, any or all supports, connections and extensions to the Footbridge 2 and the Footbridge 3 in the building or buildings erected or to be erected on the Land referred to in Special Condition No.(58)(a)(ii) of the Government Grant.

"Footbridge Associated Structures " means columns structural supports and connections together with the such ramps, associated staircases and landings, escalators, lifts and facilities as the Director may require for linking the Land to the Future Footbridges and the Existing Footbridges referred to in Special Condition No.(58)(a)(iii) of the Government Grant.

"Footbridge 1" means the footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the footbridge or otherwise) as shall be required or approved by the Director referred to in Special Condition No.(58)(a)(i) of the Government Grant.

"Footbridge 2" means the footbridge together with all supports and connections (including any supports and connections for any future extension to the footbridge or otherwise) at the location shown and marked "FB2" on the Plan referred to in Special Condition No.(57)(d) of the Government Grant and modified in accordance with Special Condition No.(58)(a)(ii) of the Government Grant.

"Footbridge 3" means the footbridge together with all supports and connections (including any supports and connections for any future extension to the footbridge or otherwise) at the location shown and marked "FB3" on the Plan referred to in Special Condition No.(57)(d) of the Government Grant and modified in accordance with Special Condition No.(58)(a)(ii) of the Government Grant.

Clause 24(a) of Section E of the PDMC

The Owner of the Commercial Accommodation shall, at its own expense, repair, manage and maintain the Footbridge 1, the Footbridge 2, the Existing Supports, Connections and Extensions for FB2 and FB3, portion of the Footbridge 3 located within the Southern Site and the Footbridge Associated Structures of the Footbridge 1, the Footbridge 2, the Footbridge 3, the Proposed Footbridge 4 and the Proposed Footbridge 7 and any replacement or replacements thereof as may be constructed in accordance with Special Condition No.(58)(i) of the Government Grant in a clean, tidy, good and substantial repair and condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(58)(e)(i) of the Government Grant.

Clause 8 of Part II of Second Schedule of the PDMC

The right for all members of the public to use the Footbridge 1, the Footbridge 2 and the Footbridge 3 for passage on foot or by wheelchair.

Clause 9(b)-(e) of Part II of Second Schedule of the PDMC

(b) The right for all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 1 throughout the period during which the Footbridge 1 is in existence.

(c) The right for all members of the public for all lawful purposes 24 hours a day freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge 2 and the Footbridge 3 throughout the period during which the Footbridge 2 and the Footbridge 3 are in existence.

(d) The right for all members of the public for all lawful purposes during the operating hours of West Rail freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Station FB, the Public FB, the Proposed Footbridge 5 and the Proposed Footbridge 6 via the Footbridge Associated Structures throughout the period during which the Station FB and the Public FB and the Proposed Footbridge 5 and the Proposed Footbridge 6 are in existence.

(e) The right for all members of the public 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot and by wheelchair along, to, from, through, over, up and down the Proposed Footbridge 4 and the Proposed Footbridge 7 via the Footbridge Associated Structures throughout the period during which the Proposed Footbridge 4 and the Proposed Footbridge 7 are in existence and to use the passenger lift next to the Proposed Footbridge 4 in operation and the passageway in between them.

10. Vehicular Access

Under Special Condition No. (60)(a) of the Land Grant, the grantee shall at his own expense within such time limit as shall be specified by the Director in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director construct and provide and thereafter repair, manage and maintain a vehicular access within the Lot.

(I) Relevant Provisions of the Land Grant

Special Condition No. (60)

(a) The Grantee shall at his own expense within such time limit as shall be specified by the Director in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director construct and provide and thereafter repair, manage and maintain a vehicular access within the lot. The said vehicular access shall have a width of not less than 6 metres and shall be constructed in such a manner, with such materials and to such standard, alignment, levels and design as shall be approved or required by the Director to link up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road.

(c) The Grantee shall subject to the Deed of Grant of Easement throughout the term agreed to be granted under the Land Grant keep the vehicular access required to be provided under sub-clause (a) of this Special Condition open for use by the public for passage of motor vehicles 24 hours a day free of charge without any interruption.

(f) Prior to the completion of the vehicular access referred to in sub-clause (a) of this Special Condition, and upon development or redevelopment of the lot, the Grantee shall subject to the Deed of Grant of Easement at his own expense construct, provide and maintain within the lot in such positions and subject to such conditions as may be imposed by the Director a temporary vehicular access from the Vehicular Down Ramp to the adjacent public roads and shall keep the said temporary vehicular access open for the use by the public 24 hours a day free of charge without any interruption.

(II) Relevant Provisions of the Deed of Mutual Covenant

Clause 25 of Section E of the PDMC

The Owners (excluding the FSI as the Owner of the Government Accommodation) shall at their own expense repair, manage and maintain the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land in accordance with Special Condition No.(60)(a) of the Government Grant.

Clause 10 of Part II of Second Schedule of the PDMC

The right for all members of the public 24 hours a day free of charge without any interruption and for all lawful purposes for passage of motor vehicles over the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land subject to the Deed of Grant of Easement.

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

1. Green Areas

Under Special Condition No. (6)(a)(iii) of the Land Grant, the grantee shall maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered to the Government.

(I) Relevant Provisions of the Land Grant

Special Condition No. (6)(a)(iii)

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

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Green Areas" in Section B of the PDMC

"Green Areas" means those portions of future public roads shown coloured green on the Plan referred to under Special Condition No.(6)(a)(i)(I) of the Government Grant which expression shall include all such portions of future public roads and the Structures constructed thereon

Clause 11(b) of Part II of Second Schedule of the PDMC

In respect of the Green Areas and the Future Public Road prior to the delivery thereof to the Government, the Director, his officers, contractors, agents, relevant public utility companies authorized by the Government, officers of the Water Authority or other duly authorized personnel shall have :-

(a) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) of the Government Grant and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;

(b) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners of the Estate shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof;

(c) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas or any part or parts thereof; and

(d) the right to have free access at all reasonable times over and along the Future Public Road and to and from the Existing PTI for all Government and public vehicular and pedestrian traffic without any interference with or obstruction.

Clause 4 of Part II of Second Schedule of the PDMC

The right for all members of the public at all reasonable times during the day or night and for all lawful purposes and without payment of any nature whatsoever, prior to the re-delivery of the Green Areas to the Government in accordance with Special Condition No.(7) of the Government Grant, to access over and along the Green Areas or any part or parts thereof for all Government and public vehicular and pedestrian traffic.

2. Future Public Road

Under Special Condition Nos. (10)(a)(iii) and (13)(c) of the Land Grant, the grantee shall maintain at his own expense the Future Public Road together with the Public Road 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 Future Public Road has been re-delivered to the Government and shall at his own expense and in all respects to the satisfaction of the Director maintain such structure or structures within the Future Public Road as are necessary to support the building or buildings erected or to be erected above the Future Public Road.

(I) Relevant Provisions of the Land Grant

Special Condition No. (10)(a)(iii)

(a) The Grantee shall:

(iii) maintain at his own expense the Future Public Road together with the Public Road 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 Future Public Road has been re-delivered to the Government by the Grantee in accordance with Special Condition No. (11).

Special Condition No. (13)(c)

Subject to Special Condition Nos. (11) and (12), the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and thereafter maintain such structure or structures within the Future Public Road as are necessary to support the building or buildings erected or to be erected above the Future Public Road.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Future Public Road" in Section B of the PDMC

"Future Public Road" means those portions of future public roads in the stratum of airspace within the Land shown coloured pink stippled green and pink stippled green cross-hatched black on the Plan between the levels of 2.6 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as determined by the Director and the stratum of the airspace within the area shown coloured pink stippled green crossed black on the Plan between the levels of 4.4 metres above the Hong Kong Principal Datum and 11 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director referred to in Special Condition No.(10)(a)(i)(I) of the Government Grant which expression shall include all such portions of future public roads and Public Road Structures constructed thereon;

Clause 25 of Section E of the PDMC

The Owners (excluding the FSI as the Owner of the Government Accommodation) shall at their own expense repair, manage and maintain the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land in accordance with Special Condition No.(60)(a) of the Government Grant.

Clause 11(b) of Part II of Second Schedule of the PDMC

In respect of the Green Areas and the Future Public Road prior to the delivery thereof to the Government, the Director, his officers, contractors, agents, relevant public utility companies authorized by the Government, officers of the Water Authority or other duly authorized personnel shall have:-

(a) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) of the Government Grant and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;

(b) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners of the Estate shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof;

(c) the right of ingress, egress and regress to, from and through the Land, the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas or any part or parts thereof; and

(d) the right to have free access at all reasonable times over and along the Future Public Road and to and from the Existing PTI for all Government and public vehicular and pedestrian traffic without any interference with or obstruction.

Clause 5 of Part II of Second Schedule of the PDMC

The right for all members of the public at all reasonable times during the day or night and for all lawful purposes and without payment of any nature whatsoever, prior to the re-delivery of the Future Public Road to the Government in accordance with Special Condition No.(11) of the Government Grant, to access over and along the Future Public Road or any part or parts thereof for all Government and public vehicular and pedestrian traffic.

3. Maintenance of the Podium, the walls and columns supporting the Podium, the Footbridge 1 and the Vehicular Bridge

Under Special Condition No. (18)(a) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director maintain in good repair and condition and keep clean, safe and secure (i) the Podium (including but not limited to the underside of the Podium); and (ii) the walls and columns supporting the Podium, the Footbridge 1 and the Vehicular Bridge.

(I) Relevant Provisions of the Land Grant

Special Condition No. (18)(a)

Without prejudice to Special Condition No. (15)(c), the Grantee shall at his own expense and in all respects to the satisfaction of the Director maintain in good repair and condition and keep clean, safe and secure (i) the Podium (including but not limited to the underside of the Podium); and (ii) the walls and columns supporting the Podium, the Footbridge I and the Vehicular Bridge.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Podium" in Section B of the PDMC

"Podium" means such podium or podiums with building or buildings thereon erected or to be erected above the First Reserved Area, the Second Reserved Area and the Fourth Reserved Area referred to in Special

Condition No.(15)(a)(i) of the Government Grant.

"Footbridge 1" means the footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the footbridge or otherwise) as shall be required or approved by the Director referred to in Special Condition No.(58)(a)(i) of the Government Grant.

"Vehicular Bridge" means the vehicular bridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the vehicular bridge or otherwise) as shall be required or approved by the Director referred to in Special Condition No.(58)(a)(i) of the Government Grant.

Clause 24(a) and (b) of Section E of the PDMC

(a) The Owner of the Commercial Accommodation shall, at its own expense, repair, manage and maintain the Footbridge 1, the Footbridge 2, the Existing Supports, Connections and Extensions for FB2 and FB3, portion of the Footbridge 3 located within the Southern Site and the Footbridge Associated Structures of the Footbridge 1, the Footbridge 2, the Footbridge 3, the Proposed Footbridge 4 and the Proposed Footbridge 7 and any replacement or replacements thereof as may be constructed in accordance with Special Condition No.(58)(i) of the Government Grant in a clean, tidy, good and substantial repair and condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(58)(e)(i) of the Government Grant.

(b) The Owners of the Residential Accommodation shall, at their own expense, repair, manage and maintain the Vehicular Bridge and any replacement or replacements thereof as may be constructed in accordance with Special Condition No.(58)(i) of the Government Grant in a clean, tidy, good and substantial repair and condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(58)(e)(ii) of the Government Grant.

4. Public Open Space

Under Special Condition No. (28)(b) of the Land Grant, the grantee shall 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.

(I) Relevant Provisions of the Land Grant

Special Condition No. (28)(b)

The owner of the Commercial Accommodation shall throughout the term agreed to be granted under the Land Grant 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.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Public Open Space" in Section B of the PDMC

"Public Open Space" means the open space erected, constructed and provided and located, formed, serviced, landscaped, planted and treated within the Southern Site pursuant to Special Condition No.(28)(a) of the Government Grant comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the Plan of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level; and (ii) an open space of not less than 1,200 square metres on the ground level, to be kept open for the use and enjoyment by all the members of the public free of charge and 24 hours a day without any interruption.

5. Items in respect of the Government Accommodation

Under Special Condition Nos. (40), (41) and (43) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director maintain the Government Accommodation until expiry of the effect liability period and the Items in respect of the Government Accommodation throughout the term of the Land Grant.

(I) Relevant Provisions of the Land Grant

Special Condition No. (40)

(a) Without prejudice to the provisions of Special Condition No. (41), the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (41)(a), at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation (excluding the Existing PTI) and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude the Grantee's assigns but shall include the assignee of the assignment made under Special Condition No. (62)(b).

Special Condition No. (41)

(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 (excluding the Existing PTI) and in the building services installations therefor:

(i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation (excluding the Existing PTI) or any part thereof ; and

(ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (excluding the Existing PTI) (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 (excluding the Existing PTI) 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 (excluding the Existing PTI) 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 or the guarantee money respectively referred to in sub-clause (e) and sub-clause U) 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 or the guarantee 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.

Special Condition No. (43)

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

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

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

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

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

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

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, loss, 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..

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Government Accommodation" and "Items" in Section B of the PDMC

"Government Accommodation" means, collectively, any or all of (i) the Public Toilet, (ii) the Children and Youth Services Centre & Family Service Centre and (iii) the Existing PTI.

"Items" means, collectively, any or all of (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation, (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development, (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development, (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development.

Clause 10 of Section E of the PDMC

All Owners (save and except the FSI as Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items in accordance with Special Condition No.(43)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and the FSI against all actions, proceedings, liabilities, loss, claims, costs, expenses, damages, charges and demands of whatsoever nature arising out of or as a consequence of a failure to maintain, manage or repair the Items.

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

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

(xii) To manage and maintain the Items. For the avoidance of doubt, the two air-conditioning platforms on the Mezzanine floor forming part of the Children and Youth Services Centre & Family Service Centre are structure of walls and form part of the Items.

Clause 1(n) of Section J of the PDMC

The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) in the manner provided in the PDMC:

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

6. Yuen Long Station

Under Special Condition No. (44)(c) of the Land Grant, the grantee shall at his own expense use, operate and

maintain in all respects to the satisfaction of the Director the Yuen Long Station for the operation of the railway.

Under Special Condition No. (51) of the Land Grant, the grantee shall permit all members of the public on foot or by wheelchairs or with all types of vehicles (if appropriate) during the operational hours of the Yuen Long Station 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 Yuen Long Station.

(I) Relevant Provisions of the Land Grant

Special Condition No. (44)(c)

The Grantee shall at his own expense use, operate and maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within the Northern Site the Yuen Long Station for the operation of the railway.

Special Condition No. (51)

The Grantee shall throughout the term agreed to be granted under the Land Grant permit all members of the public on foot or by wheelchairs or with all types of vehicles (if appropriate) during the operational hours of the Yuen Long Station 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 Yuen Long Station.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Yuen Long Station" in Section B of the PDMC

"Yuen Long Station" means the railway station existing within the Northern Site as at the date of the PDMC which accommodation shall include the Railway Supporting Structures and such ancillary railway structures, facilities, subways and roads for the operation of railway under Special Condition No.(44)(a) of the Government Grant and part of the Pedestrian Link. For the avoidance of doubt, the Yuen Long Station shall include, inter alia, the lowest slab at the ceiling (including the water-proofing membrane and system and associated protection immediately above) of the Yuen Long Station situated under the Estate or any part thereof which shall form the upper boundary and parts of the Yuen Long Station, all foundations, columns, beams and other structural parts of the Yuen Long Station located below the said upper boundary of the Yuen Long Station whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof, the lowest slab at the bottom of the Yuen Long Station situated above the Existing PTI (excluding finishes, lighting fixtures, ventilation plants and extract ductworks or other facilities serving exclusively the Existing PTI), the Air Ducts and Associated Metal Louvres, the Protective Measures of the Air Ducts and Associated Metal Louvres, the underground supporting structures and facilities (if any) and the underground strata of land below the Yuen Long Station and the Railway Supporting Structures. For further avoidance of doubt, the Supports, and the Protective Measures of the Supports, the Ancillary Structures (other than the Air Ducts and Associated Metal Louvres) and the Protective Measures of the Ancillary Structures (other than the Protective Measures of the Air Ducts and Associated Metal Louvres), all the slabs above the said upper boundary of the Yuen Long Station including all the slabs above the said lowest slab at the ceiling (including the water-proofing membrane and system and associated protection immediately above) of the Yuen Long Station, all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, and all the finishes of the Estate shall fall outside the boundary of the Yuen Long Station and shall not form part of the Yuen Long Station and for the purpose of identification only as shown (where possible and capable of being shown) coloured Orange on the plans annexed to the PDMC and certified as to their accuracy by or on behalf of the Authorized Person.

7. Pedestrian Walkway

Under Special Condition No. (57)(d) and (e) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design provide and thereafter maintain and manage the Pedestrian Walkway and keep the Pedestrian Walkway open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(I) Relevant Provisions of the Land Grant

Special Condition No. (57)(d)

The Grantee shall at his own expense and in all respects to the satisfaction of the Director design provide and thereafter maintain and manage a pedestrian walkway within the lot and any building or buildings erected or to be erected thereon with a clear internal width of not less than 6 metres (hereinafter referred to as "the Pedestrian Walkway") so as to link up at such locations and levels as the Director shall approve the footbridges at the respective locations shown and marked "FB2" and "FB3" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the Footbridge 2" and "the Footbridge 3"), the ground level of the lot and the footpaths at street level adjacent to the lot. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The Pedestrian Walkway shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director to reach the ground level of the lot and the footpaths at street level adjacent to the lot. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

Special Condition No. (57)(e)

The Grantee shall throughout the whole term agreed to be granted under the Land Grant keep the 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 on foot or by wheelchair for all lawful purposes free of charge without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts required to be provided under sub-clause (d) of this Special Condition in operation 24 hours a day to the satisfaction of the Director.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Pedestrian Walkway" in Section B of the PDMC

"Pedestrian Walkway" means the pedestrian walkway within the Land and any building or buildings erected or to be erected thereon so as to link up the Footbridge 2 and the Footbridge 3, the ground level of the Land and the footpaths at street level adjacent to the Land comprising such escalators, passengers lifts, staircases, ramps or such other structures as may be approved or required by the Director to reach the ground level of the Land and the footpaths at street level adjacent to the Land referred to in Special Condition No.(57)(d) of the Government Grant.

Clause 9(a) of Part II of Second Schedule of the PDMC

The right for all members of the public 24 hours a day during the day or night and for all lawful

purposes to use the Pedestrian Walkway free of charge without any interruption on foot or by wheelchair throughout the Term.

8. Vehicular Access

Under Special Condition No. (60) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide and thereafter repair, manage and maintain a vehicular access within the Lot and keep the vehicular access open for use by the public for passage of motor vehicles 24 hours a day free of charge.

(I) Relevant Provisions of the Land Grant

Special Condition No. (60)

(a) The Grantee shall at his own expense within such time limit as shall be specified by the Director in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director construct and provide and thereafter repair, manage and maintain a vehicular access within the lot. The said vehicular access shall have a width of not less than 6 metres and shall be constructed in such a manner, with such materials and to such standard, alignment, levels and design as shall be approved or required by the Director to link up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road.

(b) In the event of the non-fulfilment of the Grantee's obligation under sub-clause (a) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction, repair or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 loss, damage, nuisance or disturbance.

(c) The Grantee shall subject to the Deed of Grant of Easement throughout the term agreed to be granted under the Land Grant keep the vehicular access required to be provided under sub-clause (a) of this Special Condition open for use by the public for passage of motor vehicles 24 hours a day free of charge without any interruption.

(d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (c) and (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consent to any dedication of the said vehicular access to the public for the right of passage.

(e) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clauses (c) and (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(f) Prior to the completion of the vehicular access referred to in sub-clause (a) of this Special Condition, and upon development or redevelopment of the lot, the Grantee shall subject to the Deed of Grant of Easement at his own expense construct, provide and maintain within the lot in such positions and subject to such conditions as may be imposed by the Director a temporary vehicular access from the Vehicular Down Ramp to the adjacent public roads and shall keep the said temporary vehicular access open for the use by the public 24 hours a day free of charge without any interruption.

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

(II) Relevant Provisions of the Deed of Mutual Covenant

Clause 25 of Section E of the PDMC

The Owners (excluding the FSI as the Owner of the Government Accommodation) shall at their own expense repair, manage and maintain the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land in accordance with Special Condition No.(60)(a) of the Government Grant.

Clause 10 of Part II of Second Schedule of the PDMC

The right for all members of the public 24 hours a day free of charge without any interruption and for all lawful purposes for passage of motor vehicles over the vehicular access linking up the Vehicular Down Ramp and the adjacent public roads through the Future Public Road within the Land subject to the Deed of Grant of Easement.

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

The size of open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is not less than 1,200 square metres.

(I) Relevant Provisions of the Land Grant

Special Condition No. (28)

(a) The Grantee shall on or before the 31st day of December 2023 at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Southern Site public open space comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the plan annexed to the Land Grant of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level and (ii) an open space of not less than 1,200 square metres on the ground level (hereinafter collectively 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. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(b) The owner of the Commercial Accommodation shall throughout the term agreed to be granted under the Land Grant 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.

(c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the owner of the Commercial Accommodation shall upon completion of construction of the Public Open Space and throughout the term agreed to be granted under the Land Grant at his own expense and in all respects to the satisfaction of the Director:

(i) keep the Public Open Space open for the use and enjoyment by all members of the public free of charge and 24 hours a day without any interruption; and

(ii) display notices in prominent locations informing the public that the Public Open Space is open to the public 24 hours a day.

(d) The Public Open Space shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(d).

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause(c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for use.

(f) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) (i) Subject to sub-clause (g)(ii) of this Special Condition, the Grantee shall not, throughout the term agreed to be granted under the Land Grant, assign, mortgage, charge, part with the possession of or otherwise dispose the Commercial Accommodation or any part thereof or enter into any agreement so to do except as a whole.

(ii) This sub-clause shall not apply to an underletting of the Commercial Accommodation or any part thereof. For the avoidance of doubt, any underletting of the Commercial Accommodation or any part thereof prior to compliance with these Conditions by the Grantee shall be subject to Special Condition No. (62)(a) and after compliance with these Conditions by the Grantee shall be subject to Special Condition No. (64)(d). It is hereby agree and declared that any alienation of the Commercial Accommodation shall be expressly subject to the Grantee's obligations under sub-clauses (a), (b), (c), (d), (e) and (f) of this Special Condition.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "Public Open Space" in Section B of the PDMC

"Public Open Space" means the open space erected, constructed and provided and located, formed, serviced, landscaped, planted and treated within the Southern Site pursuant to Special Condition No.(28)(a) of the Government Grant comprising (i) a pedestrian passageway cum emergency vehicular access shown coloured pink hatched violet on the Plan of not less than 6 metres in width with the associated street lighting, sewers and drainage on the ground level; and (ii) an open space of not less than 1,200 square metres on the ground level, to be kept open for the use and enjoyment by all the members of the public free of charge and 24 hours a day without any interruption.

Clause 7 of Part II of Second Schedule of the PDMC

The right for all members of the public to use and enjoy free of charge and 24 hours a day without any interruption the Public Open Space in accordance with Special Condition No.(28)(c)(i) of the Government Grant.

D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of section 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 in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant.

A. 根據批地文件規定須興建並提供予政府或公眾使用的設施

1. 綠色範圍

按照批地文件特別條款第(6)條，承批人須自費進行以下各項並在各方面達至地政總署署長(「署長」)滿意程度：-

(i) 鋪設及塑造綠色範圍；及

(ii) 在綠色範圍提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物。

(I) 批地文件有關條款

特別條款第(6)條

(a) 承批人須：

(i) 於2023年12月31日或之前或署長批准的其他延展期之前，自費按署長批准的方式、物料、標準、水平、定線及設計進行以下各項並在各方面達至署長滿意程度：

(I) 鋪設及塑造批地文件附錄的圖則上以綠色顯示的未來公共道路部分(以下稱為「綠色範圍」)；及

(II) 在綠色範圍提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物(以下合稱為「該等構築物」)，

使綠色範圍可容納建築物、車輛和行人交通。

(ii) 於2023年12月31日或之前或署長批准的其他延展期之前，自費在綠色範圍鋪設路面、鋪路緣及開水道，並署長要求提供集水溝、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和道路標記，達至署長滿意程度；及

(iii) 自費保養綠色範圍連同該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第(7)條向政府重新交付綠色範圍的管有權為止。

(b) 如承批人沒有在本特別條款(a)款規定的期間內履行其在該款之下的義務，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。」

(II) 公共契約有關條款

已簽立的主公共契約及管理協議(「主公契」)第B部分之「綠色範圍」釋義

「**綠色範圍**」指在政府批地書特別條款第(6)(a)(i)(I)條所指的圖則上以綠色顯示的未來公共道路部分，該語句包括未來公共道路所有部分及其上建造的該等構築物。

主公契附表二第II部分第11(b)條

就綠色範圍及未來公共道路交付政府之前而言，署長、其人員、承辦商、代理、政府正式授權的相關公用事業公司、水務監督的人員及任何其他獲署長授權的人：-

(a) 進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便檢驗、檢查及監督遵照政府批地書特別條款第(6)(a)條進行的任何工程，以及進行、檢驗、檢查和監督政府批地書特別條款第(6)(b)條之下的工程和署長認為在綠色範圍或其任何一個或多個部分必要的任何其他工程；

(b) 當政府或相關公用事業公司提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便在綠色範圍或其任何一個或多個部分或任何毗連土地之中、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有管道、電線、導管、電纜管道和其他導體及為該土地或任何毗連或鄰近土地或物業提供電話、電力、氣體(如有)及其他服務所需的附屬設備，而屋苑的業主須就將於綠色範圍或其任何一個或多個部分之內進行的任何上述工程相關的一切事宜與政府及政府正式授權的相關公用事業公司充分合作；

(c) 當水務監督的人員或該等獲授權人士提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便進行任何與綠色範圍或其任何一個或多個部分內任何其他水務設施的運作、保養、維修、更換和改動相關的工程；及

(d) 所有政府及公眾車輛和行人均有自由及不受任何干擾或阻礙地在一切合理時間前往及行經未來公共道路及來往現有公共運輸交匯處的權利。

主公契附表二第II部分第4條

在根據政府批地書特別條款第(7)條向政府再次交付綠色範圍之前，所有公眾人士均有權利為所有合法目的在日間或晚間的一切合理時間前往、越過及行經綠色範圍或其任何一個或多個部分，讓所有政府及公眾車輛和行人通行而無需支付任何性質的款項。

2. 未來公共道路

按照批地文件特別條款第(10)及(13)條，承批人須自費進行以下各項並在各方面達至署長滿意程度：-

(i) 鋪設及塑造未來公共道路；

(ii) 在未來公共道路提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物；及

(iii) 在未來公共道路內搭建、建造及其後保養一個或多個必要的構築物，以支承現已或將會建於未來公共道路上的任何一座或多座建築物。

(I) 批地文件有關條款

特別條款第(10)條

(a) 承批人須：

(i) 於2023年12月31日或之前或署長批准的其他延展期，自費按署長批准的方式、物料、標準、水平、定線及設計進行以下各項並在各方面達至署長滿意程度：

(I) 於批地文件附錄的圖則上以粉紅色加綠點和粉紅色加綠點間黑交叉斜線顯示的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空，以及於批地文件附錄的圖則上以粉紅色加綠點加黑十字顯示的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空鋪設及塑造未來公共道路(該等範圍於下文合稱為「未來公共道路」)；及

(II) 在未來公共道路提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或署長全權酌情要求的其他構築物(以下合稱為「公共道路構築物」)，

使未來公共道路可容納建築物、車輛和行人交通。

(ii) 於2023年12月31日或之前或署長批准的其他延展期，自費在未來公共道路鋪設路面、鋪路緣及開水道，並在該處按署長要求提供集水溝、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和道路標記，達至署長滿意程度；及

(iii) 自費保養未來公共道路連同公共道路構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第(11)條向政府重新交付未來公共道路的管有權為止。

(b) 如承批人沒有在本特別條款(a)款規定的期間內履行其在該款之下的義務，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。

特別條款第(13)(c)條

遵從特別條款第 (11) 及 (12) 條之規定，承批人須自費在未來公共道路內搭建、建造及其後保養一個或多個必要的構築物，以支承現已或將會建於未來公共道路之上的任何一座或多座建築物，在各方面達至署長滿意程度。

(II) 公共契約有關條款

主公契B部分之「未來公共道路」釋義

「**未來公共道路**」指政府批地書特別條款第(10)(a)(i)(I)條所指，於圖則上以粉紅色加綠點和粉紅色加綠點間黑交叉斜線顯示的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平的該土地內之上空，以及於圖則上以粉紅色加綠點加黑十字顯示的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空的未來公共道路部分，而該語句包括未來公共道路所有部分及該處的公共道路構築物。

主公契第E部分第25條

根據政府批地書特別條款第60(a)條，業主（不包括財政司司長法團）須自費維修、管理及保養通過該土地內的未來公共道路連接車輛下行斜道及毗鄰公共道路的車輛通道。

主公契附表二第II部分第11(b)條

就綠色範圍及未來公共道路交付政府之前而言，署長、其人員、承辦商、代理、政府正式授權的相關公用事業公司、水務監督的人員及任何其他獲署長授權的人：-

(a) 進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便檢驗、檢查及監督遵照政府批地書特別條款第 (6)(a) 條進行的任何工程，以及進行、檢驗、檢查和監督政府批地書特別條款第 (6)(b) 條之下的工程和署長認為在綠色範圍或其任何一個或多個部分必要的任何其他工程；

(b) 當政府或相關公用事業公司提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便在綠色範圍或其任何一個或多個部分或任何毗連土地之中、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有管道、電線、導管、電纜管道和其他導體及為該土地或任何毗連或鄰近土地或物業提供電話、電力、氣體（如有）及其他服務所需的附屬設備，而屋苑的業主須就將於綠色範圍或其任何一個或多個部分之內進行的任何上述工程相關的一切事宜與政府及政府正式授權的相關公用事業公司充分合作；

(c) 當水務監督的人員或該等獲授權人士提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便進行任何與綠色範圍或其任何一個或多個部分內任何其他水務設施的運作、保養、維修、更換和改動相關的工程；及

(d) 所有政府及公眾車輛和行人均有自由及不受任何干擾或阻礙地在一切合理時間前往及行經未來公共道路及來往現有公共運輸交匯處的權利。

主公契附表二第II部分第5條

在根據政府批地書特別條款第(11)條向政府再次交付未來公共道路之前，所有公眾人士均有權利為所有合法目的在日間或晚間的一切合理時間前往、越過及行經未來公共道路或其任何一個或多個部分，讓所有政府及公眾車輛和行人通行而無需支付任何性質的款項。

3. 第一、第二及第四專用地方

按照批地文件特別條款第 (15) 條，承批人可自費進行以下各項並在各方面達至署長滿意程度：-

(i) 在第一專用地方、第二專用地方及第四專用地方內搭建、建造及其後保養支承件；及

(ii) 在第一專用地方、第二專用地方及第四專用地方內建造、安裝及提供保護措施。

(I) 批地文件有關條款

特別條款第(15)條

(a) 遵從特別條款第 (14)(c) 條之規定，承批人可自費搭建、建造及其後保養一個或多個支承構築物（以下合稱為「支承件」），在各方面達至署長滿意程度：-

(i) 在第一專用地方、第二專用地方及第四專用地方內搭建、建造及其後保養用以支承連同現已或將會建於第一專用地方、第二專用地方及第四專用地方之上的一座或多座建築物的一個或多個平台所必要的一個或多個支承構築物（該等一個或多個平台以下稱為「平台」）；及

(ii) 在第二專用地方內搭建、建造及其後保養用以支承現已或將會建於第二專用地方之上的行人天橋1及行車橋（兩者於特別條款第(58)(a)(i)條中定義）所必要的一個或多個支承構築物。

(b) 承批人須自費按署長規定的方式及位置、物料、標準、設計及水平和時限內，在第一專用地方、第二專用地方及第四專用地方內建造、安裝及提供署長決定（署長的決定須作為終論並對承批人具有約束力）的保護措施，包括護欄與圍欄及提升工程（以下合稱為「保護措施」），並在各方面達至署長滿意程度，以保護或防止支承件受到任何性質的碰撞損壞，並於其後自費保養保護措施，在各方面達至署長滿意程度。

(c) (i) 如發現平台的保護措施、平台或平台的支承件（平台的保護措施、平台或平台的支承件於下文合稱為「平台構築物」）和行人天橋1及行車橋的保護措施或行人天橋1及行車橋的支承件（行人天橋1及行車橋的保護措施和行人天橋1及行車橋的支承件於下文合稱為「行人天橋1及行車橋構築物」）有任何缺陷或損壞而不論如何造成，或如署長意見認為（署長的意見須作為終論並對承批人具有約束力）平台構築物或行人天橋1及行車橋構築物或兩者變為不安全或危害第一專用地方、第二專用地方或第四專用地方或其任何組合，或危害通過第一專用地方、第二專用地方或第四專用地方或其任何組合的人或車輛，承批人須立即自費在署長規定的時限內，對平台構築物或行人天橋1及行車橋構築物或兩者進行必要或署長決定（署長的決定須作為終論並對承批人具有約束力）的維修或補救工程，在各方面達至署長滿意程度。

(ii) 如第一專用地方、第二專用地方或第四專用地方或其任何組合因任何原因而有任何損壞，包括但不限於平台構築物或行人天橋1及行車橋構築物或兩者的結構性缺陷或缺乏維修或保養，或在平台構築物或行人天橋1及行車橋構築物或兩者的建造期內或其後任何時候，平台構築物或行人天橋1及行車橋構築物或兩者發生崩塌或有泥石從平台構築物或行人天橋1及行車橋構築物或兩者墜落，承批人須立即自費在署長規定的時限內，對第一專用地方、第二專用地方或第四專用地方或其任何組合進行維修或建造或重建工程或其他必要或署長決定（署長的決定須作為定論並對承批人具有約束力）的工程並在各方面達至署長滿意程度，但倘若署長作出選擇，署長可於任何時候在沒有通知承批人或給予理由的情況下進行本款之下所須進行的工程或其任何一個或多個部分，費用由承批人承擔，承批人須在政府要求時向政府支付相等於有關費用的款項（包括拆卸及清理泥石費用），金額由署長決定，而署長的決定須作為定論並對承批人具有約束力。

(iii) 除特別條款第(48)條另有規定外，政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本特別條款 (c)(ii) 款之下的權利在第一專用地方、第二專用地方或第四專用地方或其任何組合進行任何工程引起或有關的任何損失、損害、滋擾或騷擾、索償、索求、訴訟或其他法律程序，概無須向承批人、其傭工、代理、被許可人、訪客、工人、承辦商和任何其他人承擔責任，且承批人不得就任何該等損失、損害、滋擾或騷擾向其提出索償。

(iv) 對於承批人、其傭工、代理、被許可人、訪客、工人或承辦商就搭建、建造、使用、保養、維修、改動、拆卸、移除及重建平台構築物或行人天橋1及行車橋構築物或兩者而作出或遺漏的任何事情所產生或與之有關的任何性質之任何責任、索償、費用、開支、損失、

損害賠償、收費、訴訟、索求及其他法律程序而不論如何造成，承批人須向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償。

(d) 如承批人沒有在署長規定的時限內履行其在本特別條款下的義務，政府可進行必要的建造、維修或保養工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何損失、損害、滋擾或騷擾向其索償。

(e) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

(II) 公共契約有關條款

主公契第B部分之「第一專用地方」、「第四專用地方」、「平台」、「保護措施」、「第二專用地方」、「支承件」的釋義

「**第一專用地方**」合指政府批地書特別條款第(14)(a)(i)條所指，於圖則上以粉紅色鑲紫色邊顯示的、在香港主水平基準以上11.6米之下的水平或署長決定或事先書面同意修改的其他水平的範圍內之地層及上空。

「**第四專用地方**」合指政府批地書特別條款第(14)(a)(iv)條所指，於粉紅色加綠點範圍、粉紅色加綠點間黑交叉斜線範圍及粉紅色加綠點加黑圈範圍內的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平之上空，以及於粉紅色加綠點加黑十字範圍內的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定或事先書面同意修改的其他水平之上空。

「**平台**」指政府批地書特別條款第(15)(a)(i)條所指，連同現已或將會建於第一專用地方、第二專用地方及第四專用地方之上的一座或多座建築物的一個或多個平台。

「**通風管道及相關金屬通風窗的保護措施**」指附屬構築物的保護措施中用於或擬用於通風管道及相關金屬通風窗所指的部分。

「**附屬構築物的保護措施**」指為保護及防止任何性質的影響對附屬構築物造成損害，由署長決定在第一專用地方及第四專用地方內現已或將會建造，安裝或提供的保護措施，包括屏障及圍欄及其他改善工程。

「**支承件的保護措施**」具有在政府批地書特別條款第(15)(b)條以「保護措施」定義的相同涵義。

「**第二專用地方**」指政府批地書特別條款第(14)(a)(ii)條所指，於圖則上以粉紅色間綠色斜線顯示的、在香港主水平基準以上11.5米之下的水平或署長決定或事先書面同意修改的其他水平的範圍內之地層及上空。

「**支承件**」指政府批地書特別條款第(15)(a)條所指，由署長以書面批核現已或將會建於第一專用地方、第二專用地方及第四專用地方內的支承件，及該支承件為屋苑所用。

主公契附表二第II部分第11(a)條

就專用地方而言：-

(a) 為現已或將會建於專用地方之內或之上的建築物或構築物及其支承構築物和連接段獲得支承及保護的權利；在免繳一切費用及收費的情況下，通過該土地及現已或將會建於該土地上的任何建築物或構築物往來專用地方及其任何一個或多個部分所有必要的地役權及通行權；以及透過現已或將會鋪設於、經過、通過、越過、跨越該土地或其任何建築物、構築物及豎設物或其任何一個或多個部分、在其下或位於該處的任何溝渠、管道、電線、電纜、污水管、排水渠、管槽、排煙道、導管及水道和其他導體，讓氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務往返專用地方及其任何一個或多個部分的權利；

(b) 在免繳一切費用及收費的情況下，為專用地方內的公共道路、公共行人路、公眾車位、公眾單車車位、輕便鐵路構築物及裝置、洪水抽水站和車輛下行斜道以及所有相關構築物和政府土地獲得毗鄰和側向支承及保護以免受到損壞的權利。在發展或重新發展該土地期間或對現已或將會建於該土地上的任何一座或多座建築物進行改造或重建期間，發展項目的業主（財政司司長法團作爲政府樓宇的業主除外）須自費進行署長認為必要或規定的工程並在各方面達至署長滿意程度，以確保此等公共道路、公共行人路、公眾車位、公眾單車車位、輕便鐵路構築物及裝置和車輛下行斜道適當地連接及接駁位於地面的一條或多條道路供行人或車輛交通或兩者使用，以及確保洪水抽水站的適當使用；

(c) 於整個年期內，署長、其人員、承辦商及代理、其工人及任何其他獲署長授權的人，不論攜帶工具、設備、機器或駕車與否，均擁有權利在一切時間進入、行經及通過該土地或其任何一個或多個部分，以及位於、通過、停留、越過現已建於其上的任何一座或多座建築物或其任何部分或在其下而免繳一切費用及收費，從而往來專用地方以建造、檢查、保養、維修及翻新橫越、通過專用地方、位於該處之內或之下的任何構築物、裝置和其他服務；及

(d) 政府、其受讓人或被許可人、其人員、代理、測量師、承辦商和工人及獲其授權的任何其他人，不論駕車或攜帶機械或機器、工具或設備與否，均擁有權利進入、停留、越過、通過該土地或其任何部分或現已或將會建於其上的任何一座或多座建築物或在其下而免繳一切費用及收費，以便：-

(i) 在該土地毗鄰專用地方之部分及建於第一專用地方、第二專用地方及第四專用地方之上的平台一個或多個外部或下面搭建、安裝、維修、保養及運作署長認為（署長的意見須作為終論並對發展項目的業主具有約束力）是管制專用地方的車輛及行人交通所需的街道照明裝置、交通標誌或其他類型的交通燈器材；

(ii) 視察平台、行人天橋1和行車橋的狀態及狀況，和進行政府批地書特別條款第 (18)(c) 條指明的工程。

為免存疑：-

(A) 政府、署長、其人員、承辦商、代理、其工人或其他正式獲授權人員對行使本款之下的權利而產生或附帶引起以致業主或任何人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任。業主不得就任何該等損失、損害、滋擾或騷擾向政府、署長、其人員、承辦商、代理、其工人或其他正式獲授權人員索償；

(B) 元朗站的業主擁有鐵路支承構築物的權利、所有權、擁有權、管有權及使用權；

(C) 屋苑的業主（但作為政府樓宇業主的財政司司長法團除外）須自費搭建、建造、安裝、提供及其後保養支承件、支承件的保護措施、附屬構築物(通風管道及相關金屬通風窗除外)和附屬構築物的保護措施(通風管道及相關金屬通風窗的保護措施除外)，在各方面達至署長滿意程度；

(D) 屋苑的業主（但作為政府樓宇業主的財政司司長法團除外）須自費在第一專用地方、第二專用地方及第四專用地方內搭建、建造及其後保養必要的支承件以支承平台，以及在第二專用地方內搭建、建造及其後保養必要的支承件以支承現已或將會建於第二專用地方之上的行人天橋1及行車橋，在各方面達至署長滿意程度；

(E) 屋苑的業主（但作為政府樓宇業主的財政司司長法團除外）及其承辦商、其工人在事先取得署長書面同意及受署長所訂的條款及條件規限下，不論攜帶工具、設備、機器或駕車與否，均擁有權利進入第一專用地方或第二專用地方或第四專用地方或其任何組合，以便建造、維修、保養、改動、移除及重建公共道路構築物、行人天橋1及行車橋；及

(F) 屋苑的業主（但作為政府樓宇業主的財政司司長法團除外）及政府批地書特別條款第(58)(e)條之下的各個業主須自費時刻採取必要的預防措施，以預防因按照政府批地書進行工程對第一專用地方、第二專用地方及第四專用地方或使用第一專用地方、第二專用地方及第四專用地方的人或車輛造成任何損壞或傷害。

4. 現有露天公共運輸交匯處

按照批地文件特別條款第 (20) 條，承批人須：-
(a) 允許公眾使用現有露天公共運輸交匯處；及
(b) 自費保養現有露天公共運輸交匯處，使其保持整齊、清潔、良好及穩固的修葺狀態和狀況。

(I) 批地文件有關條款

特別條款第(20)條

(a) (i) 承批人確認，大約在批地文件附錄的圖則上顯示及標明為「現有露天公共運輸交匯處」的位置的南場地內之地面有一個公共運輸交匯處，其中包括公共道路、一個巴士總站、一個綠色專線小巴總站、住宅巴士停車處、的士停車處、電單車車位及公眾單車車位（以下合稱為「現有露天公共運輸交匯處」）。政府對現有露天公共運輸交匯處的存在、運作及使用令承批人招致或蒙受的任何損失、損害、滋擾或騷擾，概無須承擔任何責任或法律責任。對於承批人、其傭工、工人或承辦商在現有露天公共運輸交匯處作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、索償、損失、費用、索求或其他法律程序，承批人須向政府作出彌償並使其獲得彌償。

(ii) 承批人須允許公眾使用現有露天公共運輸交匯處及不得干擾現有露天公共運輸交匯處或其任何一個或多個部分的正常運作，而且除非獲得運輸署署長事先書面批准，否則不得進行任何可能影響現有露天公共運輸交匯處或其任何一個或多個部分正常運作的工程。

(c) 在現有露天公共運輸交匯處運作期間的一切時候，承批人須自費保養現有露天公共運輸交匯處，使其保持整齊、清潔、良好及穩固的修葺狀態和狀況（包括行人徑、月台、行車道及其他設施的一般清潔），在各方面達至署長滿意程度。

註：現有露天公共運輸交匯處已按照特別條款第 (20)(f) 條拆卸，而批地文件特別條款第 (20)(a)(ii) 及 (20)(c) 條之下的義務已失效。

(II) 公共契約有關條款

無。

5. 公眾休憩用地

按照批地文件特別條款第(28)條，承批人須自費在南場地之內搭建、建造及提供公眾休憩用地，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(28)條

(a) 承批人須於2023年12月31日或之前，自費在南場地之內搭建、建造及提供公眾休憩用地，包括(i)在批地文件附錄的圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及(ii)位於地面的一個不少於1,200平方米的休憩用地（以下合稱為「公眾休憩用地」），在各方面達至署長滿意程度。公眾休憩用地須由承批人自費按署長要求的方式、物料、設備和設施並按其要求定址、平整、保養、園景美化、植披、處理和提供，在各方面達至署長滿意程度。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

(b) 商業樓宇的業主須在批地文件協定批授的整個年期內，自費維護、保養、維修及管理公眾休憩用地連同該處所有東西，在各方面達至署長滿意程度。

(c) 在無損於本特別條款 (b) 款一般適用性的情況下，商業樓宇的業主須於公眾休憩用地竣工後及批地文件協定批授的整個年期內，自費進行以下各項並在各方面達至署長滿意程度：
(i) 維持公眾休憩用地全日24小時開放，以供所有公眾人士免費和暢通無阻地使用及享用；及
(ii) 在當眼位置張貼告示向公眾說明公眾休憩用地全日24小時開放予公眾使用。

(II) 公共契約有關條款

主公契第B部分之「公眾休憩用地」釋義

「**公眾休憩用地**」指按照政府批地書特別條款第 (28)(a) 條，在南場地之內搭建、建造和提供並按該條之規定定址、平整、保養、園景美化、植披和處理的休憩用地，包括 (i) 在圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及 (ii) 位於地面的一個不少於1,200平方米的休憩用地，須全日24小時開放以供所有公眾人士免費和暢通無阻地使用及享用。

6. 政府樓宇

按照批地文件特別條款第(29)(a)條，承批人須自費以良好工藝在該地段內設計、搭建、建造及提供以下設施，在各方面達至署長滿意程度：-
(i) 公廁；
(ii) 兒童及青少年服務中心；
(iii) 家庭服務中心；及
(vi) 現有公共運輸交匯處。

(I) 批地文件有關條款

特別條款第(29)條

(a) 承批人須按照批地文件附錄的技術規格附表（以下稱為「技術規格附表」）及根據特別條款第(31)(a)條批准的圖則，自費以良好工藝在該地段內設計、搭建、建造及提供以下設施，並在各方面達至署長滿意程度：
(i) 於2023年12月31日或之前在南場地之內的地面建成一個淨作業樓面面積不少於114平方米的公廁（以下稱為「公廁」）並適宜佔用及運作；
(ii) 於2023年12月31日或之前建成一個淨作業樓面面積不少於631平方米供兒童及青少年使用或其他獲社會福利署署長批准的用途的服務中心（以下稱為「兒童及青少年服務中心」）並適宜佔用及運作；
(iii) 於2023年12月31日或之前建成一個淨作業樓面面積不少於535平方米供家庭使用或其他獲社會福利署署長批准的用途的服務中心（以下稱為「家庭服務中心」）並適宜佔用及運作；及
(iv) 現有公共運輸交匯處（於特別條款第 (30)(a) 條定義）；
（該等設施（包括署長按照此等條款允許的照明裝置、通風機、消防系統、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施，以及牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定（署長的決定須作為終論並對承批人具有約束力）為該處專用的任何其他地方、設施、服務及裝置（以下合稱為「政府樓宇」）」。
(b) 政府特此保留權利在其絕對酌情決定下，於任何時候更改或改變政府樓宇或其任何部分的用途。
(c) (i) 為了決定政府樓宇的淨作業樓面面積，除非另有指明，否則淨作業樓面面積須當作包括技術規格附表詳述的政府樓宇內所有房間及空間的淨樓面總面積，但不包括任何構築物及間隔、通風地方、樓梯、樓梯大堂、電梯平台、供機電裝備任何一類系統使用的面積及喉管井道、裝備通道、裝備槽及裝備走廊。

(ii) 就本特別條款而言，一個房間或空間的淨樓面面積是指該房間或空間圍牆或邊界範圍內的淨樓面面積，即由該房間或空間已修飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。」

(II) 公共契約有關條款

主公契第B部分之「兒童及青少年服務中心及家庭服務中心」、「現有公共運輸交匯處」、「政府樓宇」、「物件」及「公廁」釋義

「**兒童及青少年服務中心及家庭服務中心**」合指在政府批地書特別條款第(29)(a)(ii)條所指的「兒童及青少年服務中心」，即一個供兒童及青少年使用或其他獲社會福利署署長批准的用途的服務中心和政府批地書特別條款第(29)(a)(iii)條所指的「家庭服務中心」，即一個供家庭使用或其他獲社會福利署署長批准的用途的服務中心，及供兩所服務中心使用的防護走廊（包括署長按照政府批地書允許的照明裝置、通風機、消防系統、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施，以及牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定為該處專用的任何其他地方、設施、服務及裝置，而僅為識別之目的在主公契附錄並經認可人士或其代表核證準確在圖則上以淺棕色顯示。

「**現有公共運輸交匯處**」合指在政府批地書特別條款第(30)(a)條所指，位於該土地北場地之內的地面的公共運輸交匯處（包括署長按照政府批地書允許的照明裝置、通風機、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施、牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定為該處專用的任何其他地方、設施、服務及裝置，而僅為識別之目的在主公契附錄並經認可人士或其代表核證準確的圖則上以紫色顯示。

「**政府樓宇**」合指以下任何或所有建築物：(i)公廁、(ii)兒童及青少年服務中心及家庭服務中心及 (iii)現有公共運輸交匯處。

「**物件**」合指以下任何或所有物件：(i)政府樓宇的外飾面和政府樓宇內、周圍、其上及其下所有牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件；(ii)所有服務政府樓宇及發展項目其餘部分的電梯、自動扶梯及樓梯；(iii)構成服務政府樓宇及發展項目其餘部分的系統之一部分的所有屋宇裝備裝置、機器及設備（包括但不限於手提及非手提式消防裝置設備）；(iv)政府樓宇之下所有結構板，連同該處內部及其下的排水系統及(v)服務政府樓宇及發展項目其餘部分的所有其他公用部分及設施。

「**公廁**」指在政府批地書特別條款第(29)(a)(i)條所指，位於南場地之內的地面的公廁（包括署長按照政府批地書允許的照明裝置、通風機、消防系統、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施、牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定為該處專用的任何其他地方、設施、服務及裝置，而僅為識別之目的在主公契附錄並經認可人士或其代表核證準確的圖則上以淺紫色顯示。

7. 現有公共運輸交匯處

按照批地文件特別條款第(30)(g)(i)條，承批人須透過永久關閉安全島及將其改建為一條行車道的方式，提升及改造現有公共運輸交匯處。

(I) 批地文件有關條款

特別條款第(30)(g)條

(i) 承批人須於2023年12月31日或之前或署長決定的其他較後日期之前（署長的決定須作為終論並對承批人具有約束力）自費透過永久關閉安全島及將其改建為一條行車道的方式，以良好工藝完成現有公共運輸交匯處的提升及改造（包括對現有公共運輸交匯處進行所有必要工程和改造工程，以及運輸署署長認為必要的任何其他工程）並適宜佔用及運作，連同署長絕對酌情決定（署長的決定須作為終論並對承批人具有約束力）為該處專用的其他地方、設施、服務及裝置，在各方面達至署長滿意程度。

(ii) 承批人現獲授予往來現有公共運輸交匯處或其任何部分的權利，藉以：
- (I) 按照本特別條款(g)(i)款進行工程或改造工程，以提升及改造現有公共運輸交匯處；
- (II) 按照本特別條款(g)(i)款進行運輸署署長認為必要的任何其他工程；及
- (III) 按照特別條款第(43)(a)條及政府與承批人就現有公共運輸交匯處的保養所達成的任何協議，在提升及改造現有公共運輸交匯處期間對現有公共運輸交匯處進行保養工程。

(iii) 對於承批人、其傭工、工人或承辦商就現有公共運輸交匯的提供、提升及改造而作出或遺漏的任何事情所直接或間接產生或與之有關的任何性質之一切責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，承批人須向政府作出彌償並使其獲得彌償。

(II) 公共契約有關條款

主公契第B部分之「現有公共運輸交匯處」釋義

「**現有公共運輸交匯處**」合指在政府批地書特別條款第(30)(a)條所指，位於該土地北場地之內的地面的公共運輸交匯處（包括署長按照政府批地書允許的照明裝置、通風機、抽風管系統和道路或地面表面，但不包括並非專門服務該處的電梯、自動扶梯、樓梯、機械、設備及其他設施、牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件）連同署長絕對酌情決定為該處專用的任何其他地方、設施、服務及裝置，而僅為識別之目的在主公契附錄並經認可人士或其代表核證準確的圖則上以紫色顯示。

主公契附表二第II部分第6條

所有公眾人士擁有使用現有公共運輸交匯處的權利，而所有業主及管理人不得干擾現有公共運輸交匯處依照政府批地書特別條款第(30)(c)條的正常運作。

8. 行人路

按照批地文件特別條款第(57)(d)條，承批人須自費設計、提供及其後保養和管理行人路，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款(57)(d)條

承批人須自費在該地段及現已或將會建於其上的一座或多座建築物內設計、提供及其後保養和管理一條淨內闊度不少於6米的行人路（以下稱為「行人路」），在各方面達至署長滿意程度，以便在署長批准的位置及水平將行人天橋連接批地文件附錄的圖則上分別顯示及標明為「FB2」及「FB3」的位置（以下分別稱為「行人天橋2」及「行人天橋3」）、該地段的地面及毗鄰該地段街面的行人徑。承批人須向署長提交一份顯示行人路路線的圖則以取得批准。行人路須包括自動扶梯、客用電梯、樓梯、斜道或署長批准或要求的其他構築物，以到達該地段的地面及毗鄰該地段街面的行人徑。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

特別條款(57)(e)條

在批地文件協定批授的整個年期內，承批人須保持按照本特別條款(d)款提供的行人路開放，以供公眾為所有合法目的免費和暢通無阻地全日24小時步行或乘坐輪椅使用。承批人須自費保持按照本特別條款(d)款提供的自動扶梯及客用電梯全日24小時運作，達至署長滿意程度。

(II) 公共契約有關條款

主公契第B部分之「行人路」釋義

「**行人路**」指政府批地書特別條款第(57)(d)條所指，該土地及現已或將會建於其上的一座或多座建築物內的行人路，包括自動扶梯、客用電梯、樓梯、斜道或署長批准或要求的其他構築物，以到達該土地的地面及毗鄰該土地街面的行人徑。

主公契附表二第II部分第9(a)條

在整個年期內，所有公眾人士為所有合法目的免費和暢通無阻地全日24小時不論日夜步行或乘坐輪椅使用行人路的權利。

9. 行人天橋、支承件及連接段

按照批地文件特別條款第(58)條，承批人在接獲署長要求時須自費進行以下各項並在各方面達至署長滿意程度：-

(i) 建造行人天橋1；
(ii) 改造行人天橋2和行人天橋3以及FB2和FB3的現有支承件、連接段及擴建段；及
(iii) 建造行人天橋相關構築物。

(I) 批地文件有關條款

特別條款第(58)條

(a) 承批人在接獲署長要求時，須在署長指明的時限內自費進行以下各項並在各方面達至署長滿意程度：

(i) 在第二專用地方的上面建造一條行人天橋和一條行車橋，連同署長要求或批准的所有支承件及連接段(包括署長絕對酌情認為對該行人天橋或行車橋任何未來擴建段或對其他方面屬必要的任何支承件及連接段)，其大約位置為批地文件附錄的圖則上顯示及標明為「FB1」和「VB」之處(該行人天橋和行車橋連同所有其各自的支承件及連接段於下文分別稱為「行人天橋1」和「行車橋」)。行人天橋1和行車橋須按署長要求和批准的物料、標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求的支承件、斜道、相關樓梯及樓梯平台、自動扶梯、電梯與內外配件及固定裝置和照明裝置。行人天橋1須有6米淨內闊度，最低淨內空高度為2.6米，而行車橋須有最少7.3米淨內闊度，或署長要求或批准的其他一個或多個尺寸；

(ii) 改造行人天橋2和行人天橋3連同署長要求或批准的所有支承件及連接段(包括署長絕對酌情認為對行人天橋2和行人天橋3任何未來擴建段或對其他方面屬必要的任何支承件及連接段)，並且在現已或將會建於該地段上的一座或多座建築物提供及建造行人天橋2和行人天橋3的支承件、連接段及擴建段(該等支承件、連接段及擴建段於下文合稱為「FB2和FB3的現有支承件、連接段及擴建段」)，以使行人得以通過行人天橋2和行人天橋3往返行人連接走道(於批地文件中定義)。FB2和FB3的現有支承件、連接段及擴建段須按署長要求和批准的物料、規格、標準、水平、定線、佈局及設計與定點建造，包括但不限於提供及建造署長全權酌情要求的支承件、斜道、相關樓梯及樓梯平台、自動扶梯及電梯；

(iii) 按署長要求，建造柱與其他結構性支承件及連接段連同斜道、相關樓梯及樓梯平台、自動扶梯及電梯(該等柱、結構性支承件及連接段連同設施於下文合稱為「行人天橋相關構築物」)，用以連接該地段至未來行人天橋，該等天橋可能位於批地文件附錄的圖則上顯示及標明為「FB1」、「PROP.FB4」、「PROP.FB5」、「PROP.FB6」及「PROP.FB7」的大約位置或署長要求或批准的其他一個或多個位置(未來行人天橋的該等大約位置於下文合稱為「未來行人天橋位置」)，以及現有行人天橋(以下合稱為「現有行人天橋」)，該等天橋位於批地文件附錄的圖則上顯示及標明為「FB2」、「FB3」、「車站FB」及「公眾FB」的位置(現有行人天橋的該等位置於下文合稱為「現有行人天橋位置」)，以使未來行人天橋和現有行人天橋可以連接至現已或將會建於該地段上的建築物，而且行人得以通過未來行人天橋和現有行人天橋往返行人連接走道。

(b) 如承批人或有關業主沒有在署長指明的上述時限內履行其在本特別條款(a)及(e)款(視屬何情況而定)下的義務，則政府可進行本特別條款(a)及(e)款(視屬何情況而定)下必要的建造、改造、維修或保養工程，費用由承批人或有關業主承擔，他們須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對本特別條款(a)及(e)款下承批人或有關業主(視屬何情況而定)具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分以及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、 承辦商、工人或其他正式獲授權人員對其行使本款之下的權利而產生或附帶引起以致本特別條款(a)及(e)款下承批人或有關業主(視屬何情況而定)蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且本特別條款(a)及(e)款(視屬何情況而定)下承批人或有關業主不得就任何損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償。

(c) (i) 行人天橋1、行人天橋2和行人天橋3除供所有公眾人士步行或乘坐輪椅通行外不得用作任何其他用途。
(ii) 行車橋除供汽車和緊急車輛駛過及供行人步行或乘坐輪椅通行外不得用作任何其他用途。
(iii) 除非署長另行批准或要求，否則承批人不得使用或允許或容忍他人使用行人天橋1、行人天橋2、行人天橋3和行車橋(不論內部或外部)作廣告用途或展示任何招牌、告示或海報。
(iv) 任何事情如可能是或成為對行人天橋1、行人天橋2、行人天橋3和行車橋之下經過的任何人或車輛，或對任何毗鄰或鄰近的一個或多個地段或處所的任何業主或佔用人，構成滋擾或煩擾或可能造成不便或損害，承批人都不得作出或允許或容忍他人作出該等事情。
(v) 在行人天橋1存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋1。
(vi) 在行人天橋2和行人天橋3存在的整個期間內，承批人須允許所有公眾人士為所有合法目的全日24小時免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋2和行人天橋3。
(vii) 在批地文件附錄的圖則上顯示及標明為「車站FB」及「公眾FB」(於下文分別稱為「車站FB」及「公眾FB」)之位置的行人天橋以及擬建行人天橋5和擬建行人天橋6存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落公眾FB、車站FB、擬建行人天橋5和擬建行人天橋6。
(viii) 在擬建行人天橋4和擬建行人天橋7存在的整個期間內，承批人須允許所有公眾人士為所有合法目的在日間及晚間的一切合理時間免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落擬建行人天橋4和擬建行人天橋7。

(d) 對於承批人或本特別條款(e)款下的有關業主(視屬何情況而定)、其傭工、工人或承辦商就特別條款第(58)(a)(i)、(58)(a)(ii)及(58)(a)(iii)條規定的建造及改造工程以及特別條款第(58)(e)條規定的維修、管理及保養工程而作出或遺漏的任何事情所產生或與之有關的任何性質之所有法律責任及所有訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費及索求，承批人或本特別條款 (e) 款下的有關業主(視屬何情況而定)須向政府、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償並使其獲得彌償。

(e) 在批地文件協定批授的整個年期內，
(i) 商業樓宇的業主須自費維修、管理及保養行人天橋1、行人天橋2、FB2和FB3的現有支承件、連接段及擴建段、行人天橋3位於南場地之內的部分，及行人天橋1、行人天橋2、行人天橋3、擬建行人天橋4和擬建行人天橋7的行人天橋相關構築物，以及承批人按照本特別條款 (i) 款可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度；
(ii) 住宅樓宇的業主須自費維修、管理及保養行車橋及承批人按照本特別條款 (i) 款可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度；

(iii) 元朗站的業主須自費維修、管理及保養車站FB、公眾FB、擬建行人天橋5和擬建行人天橋6的行人天橋相關構築物，以及承批人按照本特別條款 (i) 款可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

(f) 在批地文件協定批授的整個年期內，政府、其人員、承辦商、代理、僱員、工人及被許可人以及毗鄰或鄰近地段的一名或多名業主、其承辦商、代理、僱員、工人、被許可人及其他獲授權人員，不論攜帶工具、設備、機械、機器或駕車與否，均獲預留權利在一切時間進入、行經及通過該地段或其任何一個或多個部分，以及位於、通過、停留、越過現已建於其上的任何一座或多座建築物或其任何部分或在其下而免繳一切費用及收費：-

(i) 進行工程以便在現有行人天橋位置及未來行人天橋位置連接現有行人天橋、FB2及FB3的現有支承件、連接段及擴建段及未來行人天橋至行人天橋相關構築物（該等連接工程以下稱為「連接段」），以及其後享有支承連接段、現有行人天橋及未來行人天橋的地役權；及

(ii) 維修及保養連接段、現有行人天橋、FB2 及 FB3的現有支承件、連接段及擴建段和未來行人天橋。

除特別條款第(48)條另有規定外，政府、其人員、承辦商、代理、僱員、工人及被許可人對其行使本款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任。承批人不得就任何損失、損害、滋擾或騷擾向其索償。

(g) 在接獲署長要求時，承批人或當時根據特別條款第(64)(a)條所指的公契委任的該地段的管理人或根據《建築物管理條例》、根據該條例制訂的任何規例及任何修訂法例成立的該地段業主立案法團須自費進行所有必要工程，以按照署長的規定或批准暫時關閉現已或將會建於該地段上的一座或多座建築物的任何通道口，以便在該處連接未來行人天橋及現有行人天橋、FB2 及 FB3的現有支承件、連接段及擴建段和行人天橋相關構築物或本特別條款 (i) 款所指的任何替代物，並在各方面達至署長滿意程度。在暫時關閉上述通道口期間，該處所有必要的維修工程一律時刻由承批人或上述管理人或業主立案法團（視屬何情況而定）自費負責並達至署長滿意程度。

(h) 承批人確認及同意，政府並無憑藉此等條款或藉着行使本特別條款所賦予之權利採取任何行動，從而陳述或保證將來會興建未來行人天橋。倘若將來不興建未來行人天橋，對於承批人或任何人就此或據此招致或蒙受的任何索償、損失或損害而不論如何引起，政府概無須承擔責任。

(i) 如該地段或其任何部分進行任何重新發展以致需要拆卸行人天橋1、行人天橋2、位於南場地之內的部分行人天橋3、FB2及FB3的現有支承件、連接段及擴建段、行人天橋相關構築物和行車橋或其任何一個或多個部分，承批人須在署長所訂的期限內自費按署長批准或要求的設計、物料、闊度、水平及位置建造和完成新的有蓋行人天橋、新的支承件、連接段及擴建段、新的行人天橋相關構築物和新的行車橋或其任何一個或多個部分以替代上述各項，達至署長滿意程度。

(j) 現特此明確協定、聲明及規定，儘管承批人被施加特別條款第(57)(c)、(57)(e)、(57)(f)、(58)(c)(v)、(58)(c)(vi)、(58)(c)(vii)及(58)(c)(viii)條所載的義務，並不表示承批人有意撥出或政府同意向公衆撥出位於擬建行人天橋4、行人連接走道、行人路、臨時行人路、行人天橋1、行人天橋2、位於南場地之內的部分行人天橋3和行人天橋相關構築物旁邊的通道的通行權。」

(II) 公共契約有關條款

主公契第B部分之「FB2和FB3的現有支承件、連接段及擴建段」、「行人天橋相關構築物」、「行人天橋1」、「行人天橋2」及「行人天橋3」釋義

「**FB2和FB3的現有支承件、連接段及擴建段**」合指政府批地書特別條款第(58)(a)(ii)條所指的、在現已或將會建於該土地上的任何一座或多座建築物內行人天橋2和行人天橋3的任何或所有支承件、連接段及擴建段。

「**行人天橋相關構築物**」指政府批地書特別條款第(58)(a)(iii)條所指的、為了將該土地連接至未來行人天橋和現有行人天橋而按署長要求的柱、結構性支承件及連接段，連同斜道、相關樓梯及樓梯平台、自動扶梯、電梯及設施。

「**行人天橋1**」指政府批地書特別條款第(58)(a)(i)條所指的、署長要求或批准的行人天橋連同所有支承件及連接段（包括署長絕對酌情認為對於行人天橋任何未來擴建段或其他方面必要的任何支承件及連接段）。

「**行人天橋2**」指政府批地書特別條款第(57)(d)條所指並按政府批地書特別條款第(58)(a)(ii)條改造的、位於圖則上顯示及標明為「FB2」之位置的行人天橋連同所有支承件及連接段（包括行人天橋任何未來擴建段或其他方面的任何支承件及連接段）。

「**行人天橋3**」指政府批地書特別條款第(57)(d)條所指並按政府批地書特別條款第(58)(a)(ii)條改造的、位於圖則上顯示及標明為「FB3」之位置的行人天橋連同所有支承件及連接段（包括行人天橋任何未來擴建段或其他方面的任何支承件及連接段）。

主公契第E部分第24(a)條

商業樓宇的業主須按照政府批地書特別條款第(58)(e)(i)條自費維修、管理及保養行人天橋1、行人天橋2、FB2和FB3的現有支承件、連接段及擴建段、行人天橋3位於南場地之內的部分，及行人天橋1、行人天橋2、行人天橋3、擬建行人天橋4和擬建行人天橋7的行人天橋相關構築物，以及承批人按照政府批地書特別條款第(58)(i)條可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

主公契附表二第II部分第8條

所有公眾人士使用行人天橋1、行人天橋2和行人天橋3步行或乘坐輪椅通行的權利。

主公契附表二第II部分第9(b)至(e)條

(b) 在行人天橋1存在的整個期間內，所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋1的權利。

(c) 在行人天橋2和行人天橋3存在的整個期間內，所有公眾人士為所有合法目的全日24小時免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落行人天橋2和行人天橋3的權利。

(d) 在車站FB、公眾FB、擬建行人天橋5和擬建行人天橋6存在的整個期間內，所有公眾人士為所有合法目的在西鐵運作時間內免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落車站FB、公眾FB、擬建行人天橋5和擬建行人天橋6的權利。

(e) 在擬建行人天橋4和擬建行人天橋7存在的整個期間內，所有公眾人士為所有合法目的在日間及晚間的一切合理時間免繳任何費用自由地步行或乘坐輪椅經由行人天橋相關構築物通行、再通行、行經、通過及上落擬建行人天橋4和擬建行人天橋7以及使用擬建行人天橋4旁邊運作的客用電梯和兩者之間的通道的權利。

10. 車輛通道

按照批地文件特別條款第(60)(a)條，承批人須自費在署長指明的時限內按照經批准的建築圖則，在該地段內建造及提供並其後維修、管理及保養一條車輛通道，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(60)條

(a) 承批人須自費在署長指明的時限內按照經批准的建築圖則，在該地段內建造及提供並其後維修、管理及保養一條車輛通道，在各方面達至署長滿意程度。該車輛通道須有不少於6米闊度，並須按署長批准或要求的方式、物料、標準、定線、水平及設計建造，以通過未來公共道路連接車輛下行斜道及毗鄰公共道路。

(c) 承批人須在符合地役權契據的前提下，在批地文件協定批授的整個年期內維持本特別條款(a)款規定須提供的車輛通道全日24小時開放，以供公眾免費使用和汽車暢通無阻地通行。

(f) 在本特別條款(a)款所指的車輛通道竣工之前，並在該地段發展或重新發展時，承批人須在遵守地役權契據的前提下，自費在該地段內在署長規定的位置及按署長施加的條件建造、提供及保

養一條從車輛下行斜道連接至毗鄰公共道路的臨時車輛通道，並須維持該臨時車輛通道全日24小時開放，以供公眾免費和暢通無阻地使用。

(II) 公共契約有關條款

主公契第E部分第25條

根據政府批地書特別條款第60(a)條，業主（不包括財政司司長法團）須自費維修、管理及保養通過該土地內的未來公共道路連接車輛下行斜道及毗鄰公共道路的車輛通道。

主公契附表二第II部分第10條

在符合地役權契據的前提下，所有公眾人士為所有合法目的全日24小時免費和暢通無阻地使用汽車通過該土地內的未來公共道路連接車輛下行斜道至毗鄰公共道路的車輛通道的權利。

B. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作或維修為供公眾使用的設施

1. 綠色範圍

按照批地文件特別條款第(6)(a)(iii)條，承批人須自費保養綠色範圍連同該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至向政府重新交付綠色範圍的管有權為止。

(I) 批地文件有關條款

特別條款第(6)(a)(iii)條

承批人須自費保養綠色範圍連同該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第 (7) 條向政府重新交付綠色範圍的管有權為止。

(II) 公共契約有關條款

主公契第B部分之「綠色範圍」釋義

「**綠色範圍**」指在政府批地書特別條款第(6)(a)(i)(I)條所指的圖則上以綠色顯示的未來公共道路部分，該語句包括未來公共道路所有部分及其上建造的該等構築物。
……」

主公契附表二第II部分第11(b)條

就綠色範圍及未來公共道路交付政府之前而言，署長、其人員、承辦商、代理、政府正式授權的相關公用事業公司、水務監督的人員及任何其他獲署長授權的人：-

(a) 進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便檢驗、檢查及監督遵照政府批地書特別條款第(6)(a)條進行的任何工程，以及進行、檢驗、檢查和監督政府批地書特別條款第(6)(b)條之下的工程和署長認為在綠色範圍或其任何一個或多個部分必要的任何其他工程；

(b) 當政府或相關公用事業公司提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便在綠色範圍或其任何一個或多個部分或任何毗連土地之中、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有管道、電線、導管、電纜管道和其他導體及為該土地或任何毗連或鄰近土地或物業提供電話、電力、氣體（如有）及其他服務所需的附屬設備，而屋苑的業主須就將於綠色範圍或其任何一個或多個部分之內進行的任何上述工程相關的一切事宜與政府及政府正式授權的相關公用事業公司充分合作；

(c) 當水務監督的人員或該等獲授權人士提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便進行任何與綠色範圍或其任何一個或多個部分內任何其他水務設施的運作、保養、維修、更換和改動相關的工程；及

(d) 所有政府及公眾車輛和行人均有自由及不受任何干擾或阻礙地在一切合理時間前往及行經未來公共道路及來往現有公共運輸交匯處的權利。

主公契附表二第II部分第4條

在根據政府批地書特別條款第 (7) 條向政府再次交付綠色範圍之前，所有公眾人士均有權利為所有合法目的在日間或晚間的一切合理時間前往、越過及行經綠色範圍或其任何一個或多個部分，讓所有政府及公眾車輛和行人通行而無需支付任何性質的款項。

2. 未來公共道路

按照批地文件特別條款第(10)(a)(iii)及(13)(c)條，承批人須自費保養未來公共道路連同公共道路構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至向政府重新交付未來公共道路的管有權為止，並須自費在未來公共道路內保養一個或多個必要的構築物，以支承現已或將會建於未來公共道路上的任何一座或多座建築物，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(10)(a)(iii)條

(a) 承批人須：
(iii) 自費保養未來公共道路連同公共道路構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和機器，達至署長滿意程度，直至承批人根據特別條款第(11)條向政府重新交付未來公共道路的管有權為止。

特別條款第(13)(c)條

(c) 遵從特別條款第(11)及(12)條之規定，承批人須自費在未來公共道路內搭建、建造及其後保養一個或多個必要的構築物，以支承現已或將會建於未來公共道路之上的任何一座或多座建築物，在各方面達至署長滿意程度。

(II) 公共契約有關條款

主公契第B部分之「未來公共道路」

「**未來公共道路**」指政府批地書特別條款第(10)(a)(i)(I)條所指，於圖則上以粉紅色加綠點和粉紅色加綠點間黑交叉斜線顯示的、在香港主水平基準以上2.6米與香港主水平基準以上11米之間的水平或署長決定的其他水平的該土地內之上空，以及於圖則上以粉紅色加綠點加黑十字顯示的、在香港主水平基準以上4.4米與香港主水平基準以上11米之間的水平或署長決定的其他水平的範圍內之上空的未來公共道路部分，而該語句包括未來公共道路所有部分及該處的公共道路構築物。

主公契第E部分第25條

根據政府批地書特別條款第60(a)條，業主（不包括財政司司長法團）須自費維修、管理及保養通過該土地內的未來公共道路連接車輛下行斜道及毗鄰公共道路的車輛通道。

主公契附表二第II部分第11(b)條

就綠色範圍及未來公共道路交付政府之前而言，署長、其人員、承辦商、代理、政府正式授權的相關公用事業公司、水務監督的人員及任何其他獲署長授權的人：-

(a) 進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便檢驗、檢查及監督遵照政府批地書特別條款第(6)(a)條進行的任何工程，以及進行、檢驗、檢查和監督政府批地書特別條款第(6)(b)條之下的工程和署長認為在綠色範圍或其任何一個或多個部分必要的任何其他工程；

(b) 當政府或相關公用事業公司提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便在綠色範圍或其任何一個或多個部分或任何毗連土地之中、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有管道、電線、導管、電纜管道和其他導體及為該土地或任何毗連或鄰近土地或物業提供電話、電力、氣體（如有）及其他服務所需的附屬設備，而屋苑的業主須就將於綠色範圍或其任何一個或多個部分之內進行的任何上述工程相關的一切事宜與政府及政府正式授權的相關公用事業公司充分合作；

(c) 當水務監督的人員或該等獲授權人士提出要求時，他們均有進出、往返及通過該土地、綠色範圍或其任何一個或多個部分的權利，以便進行任何與綠色範圍或其任何一個或多個部分內任何其他水務設施的運作、保養、維修、更換和改動相關的工程；及

(d) 所有政府及公眾車輛和行人均有自由及不受任何干擾或阻礙地在一切合理時間前往及行經未來公共道路及來往現有公共運輸交匯處的權利。

主公契附表二第II部分第5條

在根據政府批地書特別條款第 (11) 條向政府再次交付未來公共道路之前，所有公眾人士均有權利為所有合法目的在日間或晚間的一切合理時間前往、越過及行經未來公共道路或其任何一個或多個部分，讓所有政府及公眾車輛和行人通行而無需支付任何性質的款項。

3. 平台、支承平台的牆及柱、行人天橋1和行車橋的保養

按照批地文件特別條款第(18)(a)條，承批人須自費對(i)平台（包括但不限於平台的下面）；及(ii)支承平台的牆及柱、行人天橋1和行車橋進行保養，維持修葺妥善及狀況良好，並保持其清潔、安全及穩妥，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(18)(a)條

在無損於特別條款第(15)(c)條的情況下，承批人須自費對(i)平台（包括但不限於平台的下面）；及(ii)支承平台的牆及柱、行人天橋1和行車橋進行保養，維持修葺妥善及狀況良好，並保持其清潔、安全及穩妥，在各方面達至署長滿意程度。

(II) 公共契約有關條款

主公契第B部分「平台」之釋義

「**平台**」指政府批地書特別條款第(15)(a)(i)條所指，連同現已或將會建於第一專用地方、第二專用地方及第四專用地方之上的一座或多座建築物的一個或多個平台。

「**行人天橋1**」指政府批地書特別條款第(58)(a)(i)條所指的、署長要求或批准的行人天橋連同所有支承件及連接段（包括署長絕對酌情認為對於行人天橋任何未來擴建段或其他方面必要的任何支承件及連接段）。

「**行車橋**」指政府批地書特別條款第(58)(a)(i)條所指的、署長要求或批准的行車橋連同所有支承件及連接段（包括署長絕對酌情認為對於行車橋任何未來擴建段或其他方面必要的任何支承件及連接段）。

主公契第E部分第24(a)及(b)條

(a) 商業樓宇的業主須按照政府批地書特別條款第(58)(e)(i)條自費維修、管理及保養行人天橋1、行人天橋2、FB2和FB3的現有支承件、連接段及擴建段、行人天橋3位於南場地之內的部分，及行人天橋1、行人天橋2、行人天橋3、擬建行人天橋4和擬建行人天橋7的行人天橋相關構築物，以及承批人按照政府批地書特別條款第(58)(i)條可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

(b) 住宅樓宇的業主須按照政府批地書特別條款第(58)(e)(ii)條自費維修、管理及保養行車橋及承批人按照政府批地書特別條款第(58)(i)條可能建造的任何一項或多項替代物，使其保持清潔、整齊、良好及穩固的修葺和狀態，在各方面達至署長滿意程度。

4. 公眾休憩用地

按照批地文件特別條款第(28)(b)條，承批人須自費維護、保養、維修及管理公眾休憩用地連同該處所有物件，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(28)(b)條

商業樓宇的業主須在批地文件協定批授的整個年期內，自費維護、保養、維修及管理公眾休憩用地連同該處所有東西，在各方面達至署長滿意程度。

(II) 公共契約有關條款

主公契第B部分「公眾休憩用地」之釋義

「**公眾休憩用地**」指按照政府批地書特別條款第 (28)(a) 條，在南場地之內搭建、建造和提供並按該條之規定定址、平整、保養、園景美化、植披和處理的休憩用地，包括 (i) 在圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及 (ii) 位於地面的一個不少於1,200平方米的休憩用地，須全日24小時開放以供所有公眾人士免費和暢通無阻地使用及享用。

5. 涉及政府樓宇的物件

按照批地文件特別條款第(40)、(41)及(43)條，承批人須自費保養政府樓宇直至維修責任期屆滿為止，以及在批地文件的整個期限內保養涉及政府樓宇的物件，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(40)條

(a) 在無損於特別條款第(41)條的規定的情況下，承批人須在一切時候自費保養政府樓宇（不包括現

有公共運輸交匯處）及其屋宇裝備裝置處於良好狀況，並在各方面達至署長滿意程度，直至特別條款第(41)(a)條所指的維修責任期屆滿為止。

(b) 僅就本特別條款而言，「承批人」一詞不包括承批人的受讓人但包括根據特別條款第(62)(b)條作出的轉讓的受讓人。

特別條款第(41)條

(a) 對於政府樓宇（不包括現有公共運輸交匯處）及其屋宇裝備裝置的以下任何缺陷、缺乏維修、瑕疵、故障、錯誤或任何其他尚未完成工程（不論在工藝、物料、設計或其他方面）而產生的或與之有關的任何性質的一切索償、費用、索求、收費、損害賠償、訴訟及法律程序，承批人須向政府及財政司司長法團作出彌償並使其獲得彌償：
   (i) 其於承批人將政府樓宇（不包括現有公共運輸交匯處）或其任何部分的管有權交付之日存在的；及
   (ii) 其在承批人將政府樓宇（不包括現有公共運輸交匯處）的管有權交付之日之後的365日期間（以下稱為「維修責任期」）內發生或變為明顯的。

(b) 每當署長或財政司司長法團或兩者提出要求，承批人須自費在署長或財政司司長法團或兩者指明的時間內並按其指明的標準及方式，進行一切必要的保養、維修、修改、重建、糾正及任何其他工程，從而補救及糾正政府樓宇（不包括現有公共運輸交匯處）或其任何部分及其屋宇裝備裝置當中在任何維修責任期內出現或變為明顯的任何缺陷、缺乏維修、瑕疵、故障、錯誤或任何其他尚未完成工程。除上述之外，承批人還須自費在署長或財政司司長法團或兩者指明的時間內並按其指明的標準及方式，補救及糾正政府樓宇（不包括現有公共運輸交匯處）或其任何部分及其屋宇裝備裝置當中在承批人將它們的管有權交付之各自日期存在的任何缺陷、缺乏維修、瑕疵、故障、錯誤或任何其他尚未完成工程。

(c) 署長或財政司司長法團或兩者將會在每個維修責任期即將屆滿之前促使對政府樓宇及其屋宇裝備裝置的有關部分進行視察，目的是識別出任何明顯的缺陷、缺乏維修、瑕疵、故障、錯誤或任何其他尚未完成工程。署長和財政司司長法團每一方均保留權利在每個維修責任期屆滿後14日內向承批人送達一個或多個缺陷表，指明政府樓宇及其屋宇裝備裝置的有關部分明顯的任何缺陷、缺乏維修、瑕疵、故障、錯誤或任何其他尚未完成工程，承批人則須自費促使作出所有必要的工程，從而在署長或財政司司長法團或兩者指明的時間內並按其指明的標準及方式予以補救及糾正。

(d) 倘若承批人未能進行本特別條款(b)及(c)款所指的任何工程，則任何該等工程可由政府或財政司司長法團或兩者進行，政府或財政司司長法團或兩者就此招致的並經署長核證的一切費用及收費（而署長的決定須作為終論的並對承批人具有約束力），連同相等於所涉費用及收費的百分之二十之金額作為行政費，須由承批人按要求予以支付，但政府或財政司司長法團或兩者有權從本特別條款(e)款及(f)款分別所指的押金或保證金之中扣除承批人在本 (d) 款下到期所欠政府或財政司司長法團或兩者的費用及收費，而如押金或保證金不足以支付承批人到期所欠的所有費用及收費，短缺部分須由承批人按要求支付。

特別條款第(43)條

(a) 承批人須在批地文件協定批授的整個年期內自費（但如有特別條款第(64)(a)(ii)(I)條所指的財政司司長法團出資分擔除外）保養以下物件（以下稱為「物件」），在各方面達至署長滿意程度：-
   (i) 政府樓宇的外飾面和政府樓宇內、周圍、其上及其下所有牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件；
   (ii) 所有服務政府樓宇及該地段發展項目其餘部分的電梯、自動扶梯及樓梯；
   (iii) 構成政府樓宇及該地段發展項目其餘部分的系統一部分之所有屋宇裝備裝置、機器及設備（包括但不限於手提及非手提式消防裝置設備）；
   (iv) 政府樓宇之下所有結構板，連同該處內部及其下的排水系統；及
   (v) 服務政府樓宇及該地段發展項目其餘部分的所有其他公用部分及設施。

(b) 對於承批人未能保養物件而產生或結果導致的任何性質的一切責任、損失、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，承批人須向政府及財政司司長法團作出彌償並使其獲得彌償。

(c) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

(II) 公共契約有關條款

主公契第B部分之「政府樓宇」及「物件」釋義

「**政府樓宇**」合指以下任何或所有建築物：(i)公廁、(ii)兒童及青少年服務中心及家庭服務中心及(iii)現有公共運輸交匯處。

「**物件**」合指以下任何或所有物件：(i)政府樓宇的外飾面和政府樓宇內、周圍、其上及其下所有牆、柱、樑、天花板、天台板、行車道或地台板及任何其他結構項件；(ii)所有服務政府樓宇及發展項目其餘部分的電梯、自動扶梯及樓梯；(iii)構成服務政府樓宇及發展項目其餘部分的系統之一部分的所有屋宇裝備裝置、機器及設備（包括但不限於手提及非手提式消防裝置設備）；(iv)政府樓宇之下所有結構板，連同該處內部及其下的排水系統及(v)服務政府樓宇及發展項目其餘部分的所有其他公用部分及設施。

主公契第E部分第10條

根據政府批地書特別條款第(43)(a)條，所有業主（但作為政府樓宇業主的財政司司長法團除外）須透過管理人行事負責保養、管理及維修物件，對於未能保養、管理或維修物件而產生或結果導致的任何性質的一切訴訟、法律程序、責任、損失、索償、費用、開支、損害賠償、收費及索求，須向政府及財政司司長法團作出彌償並使其獲得彌償。

主公契第I部分第1(b)(xii)條

在沒有在任何方面限制前述規定的一般適用性的情況下，管理人具有以下權力和職責，即：-
(xii) 管理及保養物件。為免存疑，位於閣樓樓層並構成兒童及青少年服務中心及家庭服務中心一部分的兩個冷氣機平台為牆壁的結構及構成物件一部分。

主公契第J部分第1(n)條

就管理屋苑和管理人履行任何職責或行使任何權力而必要地及合理地招致的費用、收費及開支，包括但不限於以下各項，並須由屋苑的業主（財政司司長法團作爲政府樓宇的業主除外）按主公契規定的方式支付：-
(n) 保養、維修及運作物件的費用。

6. 元朗站

按照批地文件特別條款第(44)(c)條，承批人須為鐵路的運作而自費使用、運作及保養元朗站，在各方面達至署長滿意程度。
按照批地文件特別條款第(51)條，承批人須允許所有公眾人士為所有合法目的在元朗站運作時間內免繳任何費用自由地步行或乘坐輪椅或以各類車輛（如適當），進入、行經及通過承批人就往來元朗站而指定的該地段一個或多個部分及其上任何建築物、構築物及豎設物之內、之上或從中經過。

(I) 批地文件有關條款

特別條款第(44)(c)條

承批人須就鐵路的運作而自費按照此等條款及經批准的建築圖則(如適當)在北場地內使用、運作及保養元朗站，在各方面達至署長滿意程度。

特別條款第(51)條

承批人須在批地文件協定批授的整個年期內允許所有公眾人士為所有合法目的在元朗站運作時間內免繳任何費用自由地步行或乘坐輪椅或以各類車輛(如適當)，進入、行經及通過承批人就往來元朗站而指定的該地段一個或多個部分及其上任何建築物、構築物及豎設物之內、之上或從中經過。

(II) 公共契約有關條款

主公契第B部分「元朗站」之釋義

「**元朗站**」指於主公契的日期存在於北場地之內的鐵路站，包括鐵路支承構築物及政府批地書特別條款第(44)(a)條之下用於鐵路運作的附屬的鐵路構築物、設施、隧道及道路及行人連接走道的部分。為免存疑，元朗站包括，除其他外，位於屋苑或其任何部分之下的元朗站的天花板的最低層厚板(包括防水板及緊接其上的系統和相關保護件)，構成元朗站的上邊界及該站的部分，而位於元朗站的上述上邊界之下的元朗站所有地基、柱、樑和其他結構部分，不論該等地基、柱、樑和結構部分是否支承屋苑或其任何部分，現有公共運輸交匯處之上的元朗站底下的最低層厚板(飾面，照明裝置，通風機，抽風管道或其他只專門服務現有公共運輸交匯處的設施除外)，通風管道及相關金屬通風窗，通風管道及相關金屬通風窗的保護措施，地下支承構築物和設施(如有)及元朗站及鐵路支承構築物之下的地底部分的土地。為進一步避免存疑，支承件，支承件的保護措施，附屬構築物(通風管道及相關金屬通風窗除外)和附屬構築物的保護措施(通風管道及相關金屬通風窗的保護措施除外)，元朗站的上述上邊界之上面的所有厚板，包括上述天花板的最低層厚板之上面的所有厚板(包括防水板及緊接元朗站之上的系統和相關保護件)，屋苑或其任何部分所用的所有公用事業設施、服務、槽、井和設施，及屋苑的所有飾面，均屬元朗站邊界以外範圍，不構成元朗站的一部分，而僅為識別之目的在主公契附錄並經認可人士或其代表核證準確的圖則上以橙色顯示(在可能及能夠顯示的情況下)。

7. 行人路

按照批地文件特別條款第(57)(d)及(e)條，承批人須自費設計、提供及其後保養和管理行人路，並保持行人路開放，以供公眾為所有合法目的免費和暢通無阻地全日24小時步行或乘坐輪椅使用，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(57)(d)條

承批人須自費在該地段及現已或將會建於其上的一座或多座建築物內設計、提供及其後保養和管理一條淨內闊度不少於6米的行人路(以下稱為「行人路」)，在各方面達至署長滿意程度，以便在署長批准的位置及水平將行人天橋連接批地文件附錄的圖則上分別顯示及標明為「FB2」及「FB3」的位置(以下分別稱為「行人天橋2」及「行人天橋3」)、該地段的地面及毗鄰該地段街面的行人徑。承批人須向署長提交一份顯示行人路路線的圖則以取得批准。行人路須包括自動扶梯、客用電梯、樓梯、斜道或署長批准或要求的其他構築物，以到達該地段的地面及毗鄰該地段街面的行人徑。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

特別條款第(57)(e)條

在批地文件協定批授的整個年期內，承批人須保持將按照本特別條款 (d) 款提供的行人路開放，以供公眾為所有合法目的免費和暢通無阻地全日24小時步行或乘坐輪椅使用。承批人須自費保持按照本特別條款 (d) 款提供的自動扶梯及客用電梯全日24小時運作，達至署長滿意程度。

(II) 公共契約有關條款

主公契第B部分之「行人路」釋義

「**行人路**」指政府批地書特別條款第(57)(d)條所指，該土地及現已或將會建於其上的一座或多座建築物內的行人路，包括自動扶梯、客用電梯、樓梯、斜道或署長批准或要求的其他構築物，以到達該土地的地面及毗鄰該土地街面的行人徑。

主公契附表二第II部分第9(a)條

在整個年期內，所有公眾人士為所有合法目的免費和暢通無阻地全日24小時不論日夜步行或乘坐輪椅使用行人路的權利。

8. 車輛通道

按照批地文件特別條款第(60)條，承批人須自費在該地段內建造及提供並其後維修、管理及保養一條車輛通道，且維持該車輛通道全日24小時開放，以供公眾免費使用和汽車通行，在各方面達至署長滿意程度。

(I) 批地文件有關條款

特別條款第(60)條

(a) 承批人須自費在署長指明的時限內按照經批准的建築圖則，在該地段內建造及提供並其後維修、管理及保養一條車輛通道，在各方面達至署長滿意程度。該車輛通道須有不少於6米闊度，並須按署長批准或要求的方式、物料、標準、定線、水平及設計建造，以通過未來公共道路連接車輛下行斜道及毗鄰公共道路。

(b) 如承批人沒有在署長指明的上述時限內履行其在本特別條款 (a) 款下的義務，則政府可進行必要的建造、維修或保養工程，費用由承批人承擔，其須按要求向政府支付一筆相等於有關成本的金額，該金額由署長決定，而署長的決定須作為終論並對承批人具有約束力。為進行上述工程，政府、其人員、代理、承辦商、工人或其他正式獲授權人員，不論攜帶工具、設備、機器或駕車與否，均有自由及不受干擾的權利在一切合理時間進入該地段或其任何部分以及現已或將會建於其上的任何一座或多座建築物。政府、其人員、代理、承辦商、工人或其他正式獲授權人員對其行使本款之下的權利而產生或附帶引起以致承批人蒙受的任何損失、損害、滋擾或騷擾概無須承擔責任，且承批人不得就任何損失、損害、滋擾或騷擾向政府、其人員、代理、承辦商、工人或其他正式獲授權人員提出索償。

(c) 承批人須在符合地役權契據的前提下，在批地文件協定批授的整個年期內維持本特別條款(a)款規定須提供的車輛通道全日24小時開放，以供公眾免費使用和汽車暢通無阻地通行。

(d) 現特此明確協定、聲明及規定，儘管承批人被施加本特別條款(c)及(f)款所載的義務，並不表示承批人有意撥出或政府同意向公眾撥出該車輛通道的通行權。

(e) 現明確協定及聲明，本特別條款(c)及(f)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(f) 在本特別條款 (a) 款所指的車輛通道竣工之前，並在該地段發展或重新發展時，承批人須在遵守

地役權契據的前提下，自費在該地段內在署長規定的位置及按署長施加的條件建造、提供及保養一條從車輛下行斜道連接至毗鄰公共道路的臨時車輛通道，並須維持該臨時車輛通道全日24小時開放，以供公眾免費和暢通無阻地使用。

(g) 僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

(II) 公共契約有關條款

主公契第E部分第25條

根據政府批地書特別條款第60(a)條，業主（不包括財政司司長法團）須自費維修、管理及保養通過該土地內的未來公共道路連接車輛下行斜道及毗鄰公共道路的車輛通道。

主公契附表二第II部分第10條

在符合地役權契據的前提下，所有公眾人士為所有合法目的全日24小時免費和暢通無阻地使用汽車通過該土地內的未來公共道路連接車輛下行斜道至毗鄰公共道路的車輛通道的權利。

C. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作或維修為供公眾使用的休憩用地

根據批地文件規定，期數中的住宅物業的業主須自費管理、運作或維修為供公眾使用的休憩用地不少於1,200平方米。

(I) 批地文件有關條款

特別條款第(28)條

(a) 承批人須於2023年12月31日或之前，自費在南場地之內搭建、建造及提供公眾休憩用地，包括(i)在批地文件附錄的圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及(ii)位於地面的一個不少於1,200平方米的休憩用地（以下合稱為「公眾休憩用地」），在各方面達至署長滿意程度。公眾休憩用地須由承批人自費按署長要求的方式、物料、設備和設施並按其要求定址、平整、保養、園景美化、植披、處理和提供，在各方面達至署長滿意程度。署長就何謂地面作出的決定須作為終論並對承批人具有約束力。

(b) 商業樓宇的業主須在批地文件協定批授的整個年期內，自費維護、保養、維修及管理公眾休憩用地連同該處所有物件，在各方面達至署長滿意程度。

(c) 在無損於本特別條款(b)款一般適用性的情況下，商業樓宇的業主須於公眾休憩用地竣工後及批地文件協定批授的整個年期內，自費進行以下各項並在各方面達至署長滿意程度：
  (i) 維持公眾休憩用地全日24小時開放，以供所有公眾人士免費和暢通無阻地使用及享用；及
  (ii) 在當眼位置張貼告示向公眾說明公眾休憩用地全日24小時開放予公眾使用。

(d) 計算特別條款第(27)(d)條訂明的全部總樓面面積時不計入公眾休憩用地。

(e) 現特此明確協定、聲明及規定，儘管承批人被施加本特別條款(c)款所載的義務，並不表示承批人有意撥出或政府同意撥出公眾休憩用地供公眾使用。

(f) 現明確協定及聲明，本特別條款(c)款所載承批人的義務，並不產生對於額外上蓋面積或地積比率的任何預期、申索、優惠或權利，不論根據《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文或其他方面。為免存疑，承批人現明確表示放棄《建築物（規劃）規例》第22(1)條規例或其任何修訂、取代條文之下對於額外上蓋面積或地積比率的任何優惠或權利的任何及所有申索權。

(g) (i) 除本特別條款(g)(ii) 款另有規定外，承批人在批地文件協定批授的整個年期內不得轉讓、按揭、抵押、放棄管有或以其他方式處置商業樓宇或其任何部分，或訂立任何協議這樣做，除非整體進行。

(ii) 本款不適用於商業樓宇或其任何部分的分租。為免存疑，商業樓宇或其任何部分的任何分租，在承批人遵守此等條款之前，須受制於特別條款第(62)(a)條，而在承批人遵守此等條款之後，則受制於特別條款第(64)(d)條。現特此協定及聲明，商業樓宇的任何讓與須明確受到承批人在本特別條款(a)、(b)、(c)、(d)、(e)及(f)款下的義務制約。

(II) 公共契約有關條款

主公契第B部分之「公眾休憩用地」釋義

「**公眾休憩用地**」指按照政府批地書特別條款第(28)(a)條，在南場地之內搭建、建造和提供並按該條之規定定址、平整、保養、園景美化、植披和處理的休憩用地，包括(i)在圖則上以粉紅色間紫色斜線顯示的一條闊度不少於6米的行人通道連緊急車輛通道，連同位於地面的相關街道照明裝置、污水渠及排水渠，及 (ii) 位於地面的一個不少於1,200平方米的休憩用地，須全日24小時開放以供所有公眾人士免費和暢通無阻地使用及享用。

主公契附表二第II部分第7條

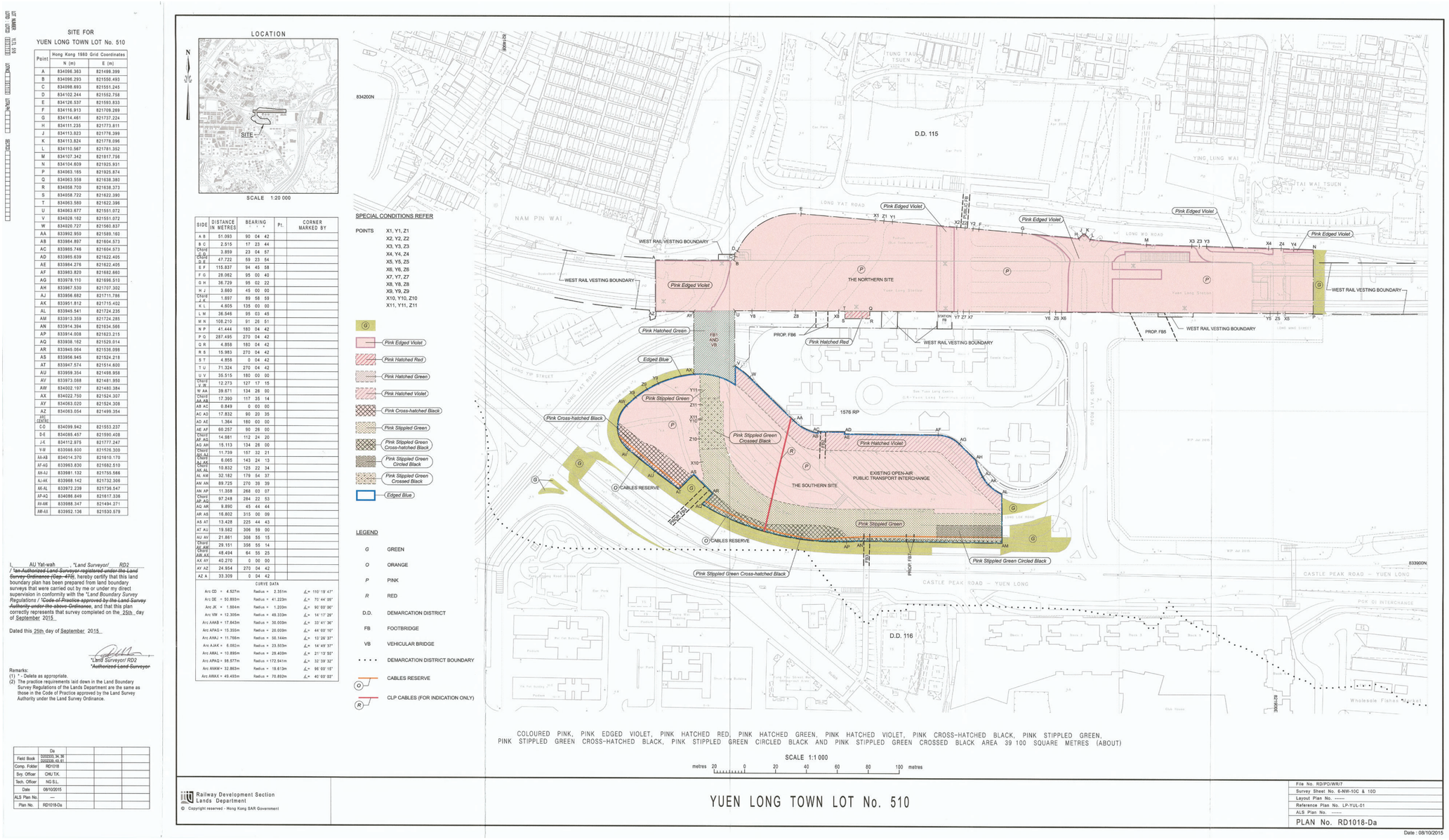
按照政府批地書特別條款第(28)(c)(i)條，所有公眾人士全日24小時免費和暢通無阻地使用及享用公眾休憩用地的權利。

D. 根據《建築物（規劃）規例》（第123章附屬法例F）第22(1)條規例，專供公眾使用土地的任何部分（期數座落的位置）

不適用。

就上述A、B、C和D段提及供公眾使用的任何設施和休憩用地及該土地的部分，公眾有權按照批地文件使用該等設施或休憩用地或土地的部分。

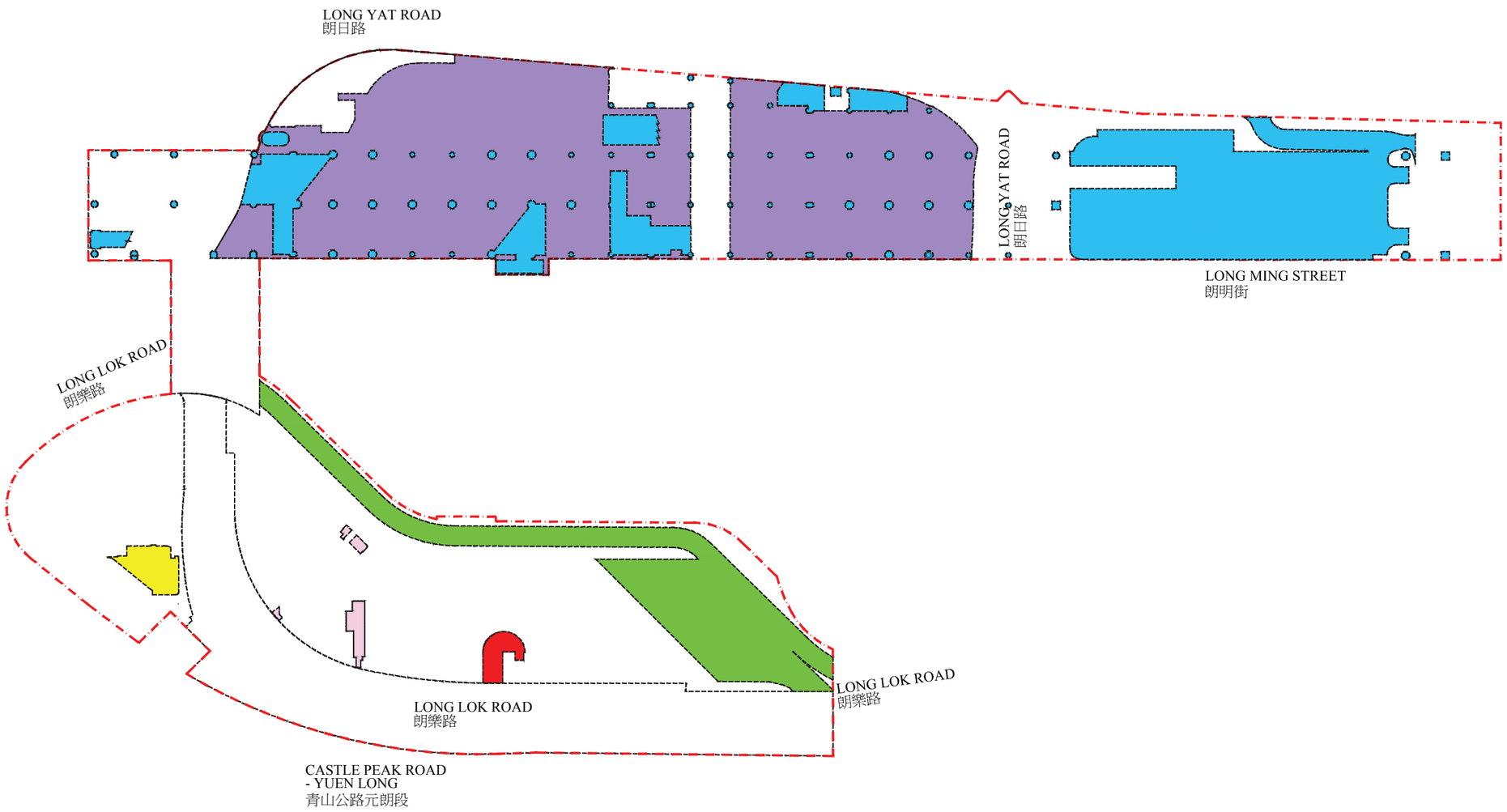
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料



Remarks : The above plan is extracted from the plan annexed to the Land Grant
備註：上方圖則摘錄自批地文件附錄的圖則

- Green Areas 綠色範圍
- Pink Edged Violet 粉紅色綑紫色邊
- Pink Hatched Red 粉紅色間紅色斜線
- Pink Hatched Green 粉紅色間綠色斜線
- Pink Hatched Violet 粉紅色間紫色斜線
- Pink Cross-hatched Black 粉紅色間黑交叉斜線
- Pink Stippled Green 粉紅色加綠點
- Pink Stippled Green Cross-hatched Black 粉紅色加綠點間黑交叉斜線
- Pink Stippled Green Circled Black 粉紅色加綠點加黑圈
- Pink Stippled Green Crossed Black 粉紅色加綠點加黑十字
- Edged Blue 綑藍色邊
- Cables Reserve 電纜專用範圍
- CLP Cables (For Indication Only) 中電電纜(僅供指示使用)
- Existing Open-air Public Transport Interchange 現有露天公共運輸交匯處

5.00 metres above the Hong Kong Principal Datum (mPD) Floor Plan
香港主水平基準以上 5.00米樓面平面圖



Boundary Line of the Development
發展項目邊界線

Pedestrian Walkway
行人道

Public Open Space
公眾休憩用地

Yuen Long Station Area
元朗站範圍

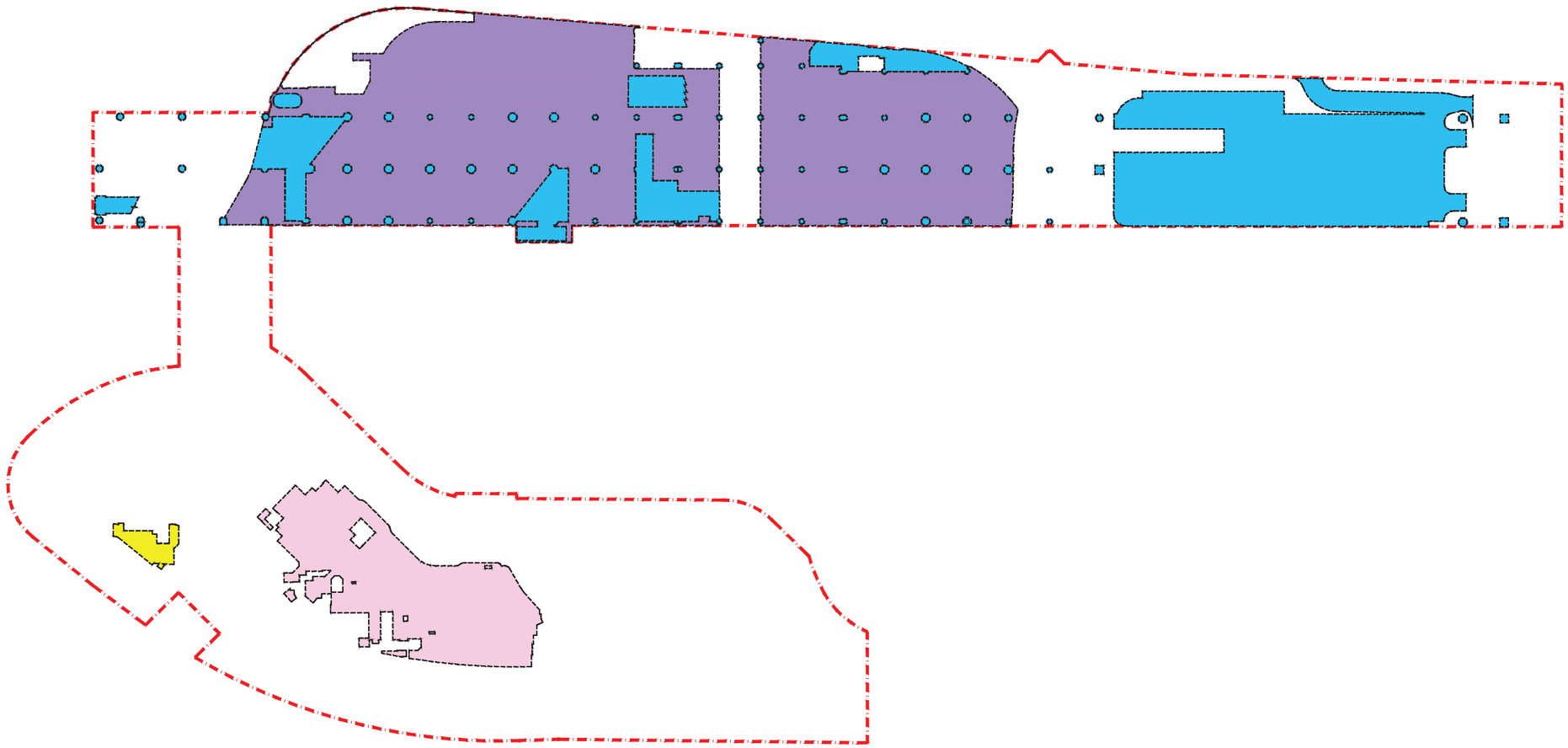
Government Accommodation
(Public Toilet)
政府樓宇（公廁）

Government Accommodation
(Existing Public Transport Interchange)
政府樓宇（現有公共運輸交匯處）

Government Accommodation
(Children And Youth Services Centre &
Family Service Centre)
政府樓宇（兒童及青少年服務中心及家庭服務中心）

Scale
比例尺：
0 20 40
Metres 米

9.25 metres above the Hong Kong Principal Datum (mPD) Floor Plan
香港主水平基準以上 9.25米樓面平面圖



Boundary Line of the Development
發展項目邊界線

Government Accommodation
(Public Toilet)
政府樓宇 (公共廁所)

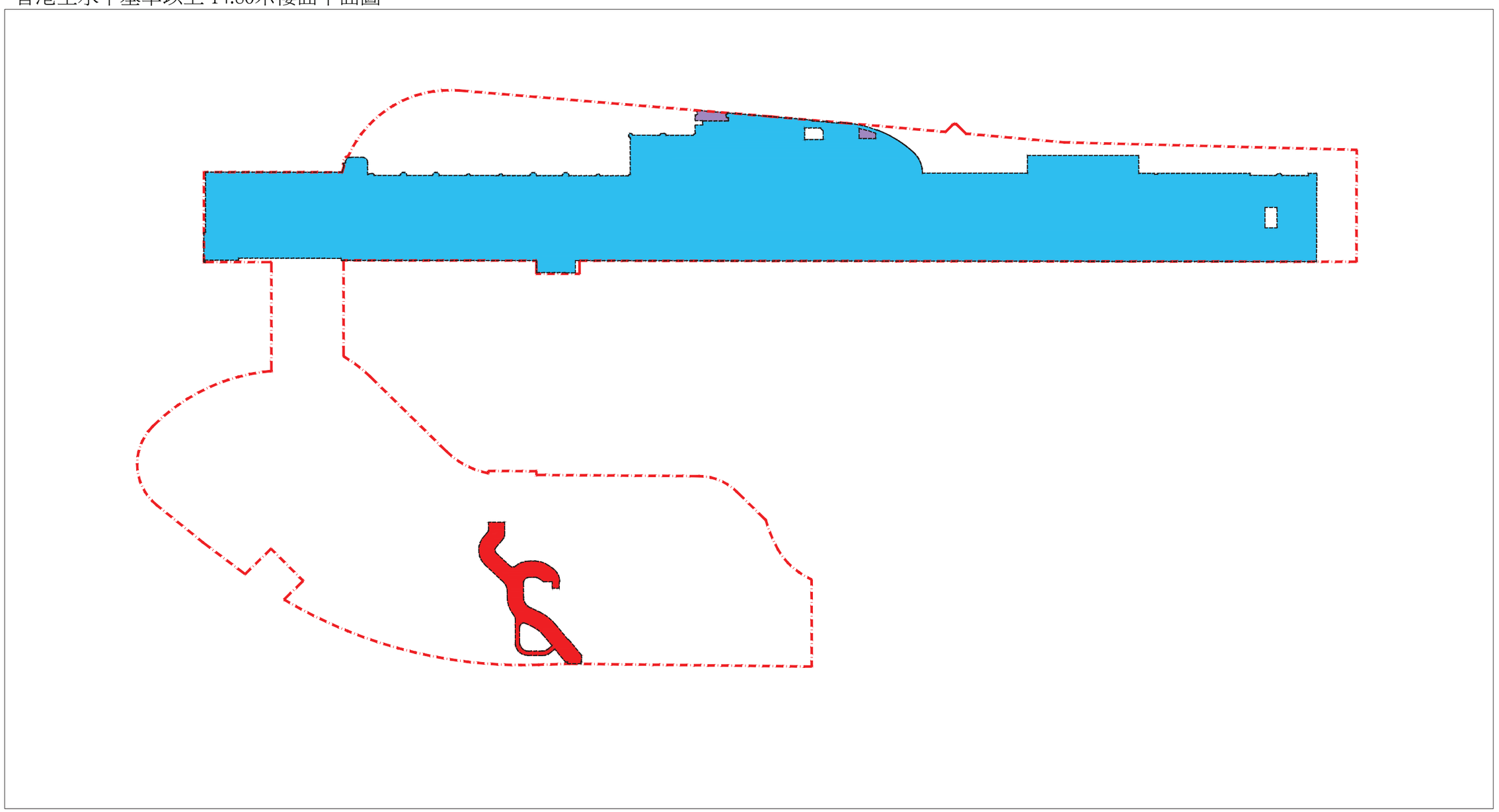
Government Accommodation
(Children And Youth Services Centre &
Family Service Centre)
政府樓宇 (兒童及青少年服務中心及家庭服務中心)

Yuen Long Station Area
元朗站範圍

Government Accommodation
(Existing Public Transport Interchange)
政府樓宇 (現有公共運輸交匯處)

Scale
比例尺 :
0 20 40
Metres 米

14.80 metres above the Hong Kong Principal Datum (mPD) Floor Plan
香港主水平基準以上 14.80米樓面平面圖



Boundary Line of the Development
發展項目邊界線

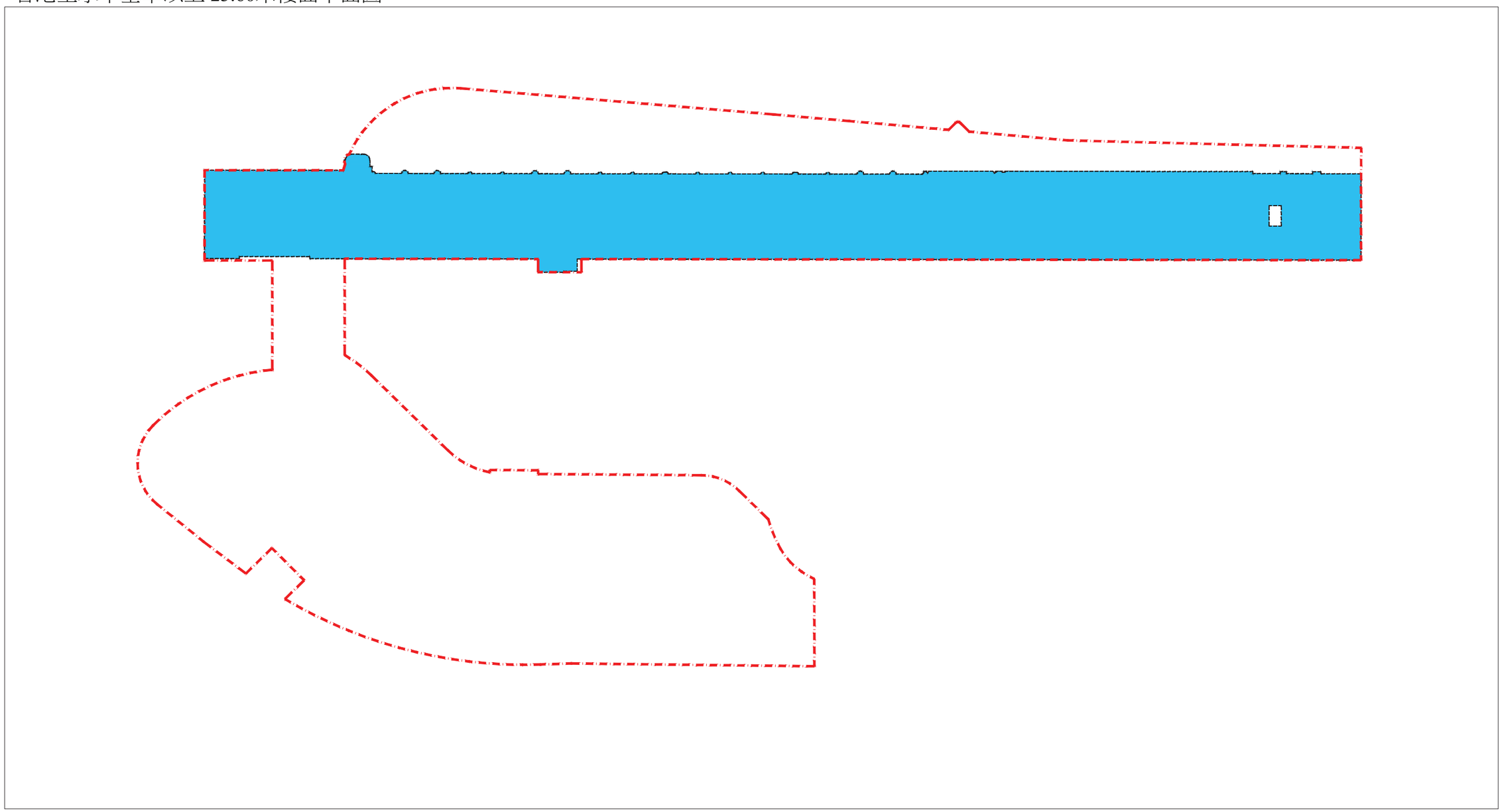
Pedestrian Walkway
行人道

Government Accommodation
(Existing Public Transport Interchange)
政府樓宇 (現有公共運輸交匯處)

Yuen Long Station Area
元朗站範圍

Scale
比例尺 :
0 20 40
Metres 米

23.60 metres above the Hong Kong Principal Datum (mPD) Floor Plan
香港主水平基準以上 23.60米樓面平面圖



Boundary Line of the Development
發展項目邊界線

Yuen Long Station Area
元朗站範圍

Scale
比例尺 :
0 20 40
Metres 米

29.90 metres above the Hong Kong Principal Datum (mPD) Floor Plan
香港主水平基準以上 29.90米樓面平面圖



Boundary Line of the Development
發展項目邊界線

Yuen Long Station Area
元朗站範圍

Scale
比例尺 :
0 20 40
Metres 米

WARNING TO PURCHASERS
對買方的警告

(a) 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.

(b) 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.

(c) 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,
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors; and
   (iii) in the case of paragraph (c)(ii), 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.

(a) 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。

(b) 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。

(c) 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－
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所；及
   (iii) 如屬(c)(ii)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。