

# MARINI

SALES BROCHURE FOR PARKING SPACES  
車 位 銷 售 說 明 書



M A R I N I

**Name of the Phase of the Development (The “Phase”)\*:**

Phase IXA of LOHAS Park (MARINI\*)

**The postal address of the Phase as confirmed with the Commissioner of Rating and Valuation:**

1 Lohas Park Road

**Estimated material date for the Phase as provided by the authorized person for the Phase :**

30 November 2021

The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note: “material date” means the date on which the conditions of the land grant are complied with in respect of the Phase.

\* Tower 3(3A) & Tower3(3B) of and in the residential portion of Phase IXA of LOHAS PARK is called “MARINI”

**發展項目的期數(「期數」)\* 的名稱:**

日出康城發展項目第IXA期 (MARINI\*)

**期數由差餉物業估價署署長確認之郵寄地址:**

康城路1號

**由期數的認可人士提供的期數的預計關鍵日期:**

**2021年11月30日**

上述預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

備註:「關鍵日期」指批地文件的條件就期數而獲符合的日期。

\* 日出康城的第IXA期中住宅部分第3座(3A)及第3座(3B)稱為「MARINI」

**Vendor**

MTR Corporation Limited (as “Owner”) <sup>1</sup>  
Ever Merits Investments Limited (as “JV Partner”) <sup>2</sup>

**Holding Companies of the Vendor:  
Holding Companies of the Owner**

Not applicable

**Holding companies of the JV Partner:**

- (1) Seareef Holdings Limited
- (2) Wheelock Properties Limited
- (3) Myers Investments Limited
- (4) Wheelock Investments Limited
- (5) Wheelock and Company Limited

**Authorized Person for the Phase**

Ip Kar Wai Kelvin

**The firm or corporation of which an authorized person for the Phase is proprietor, director or employee in his or her professional capacity**

Ronald Lu & Partners (Hong Kong) Limited

**Building contractors for the Phase**

Gammon Engineering & Construction Company Limited  
China Overseas Building Construction Limited

**The firms of solicitors acting for the Owner in relation to the sale of parking spaces in the Phase**

Deacons  
Baker & McKenzie

**The licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Phase**

Bank of China (Hong Kong) Limited  
China Construction Bank Corporation, Hong Kong Branch  
Standard Chartered Bank (Hong Kong) Limited  
Sumitomo Mitsui Banking Corporation  
The Bank of East Asia, Limited

**Any other person who has made a loan for the construction of the Phase**

NART Finance Limited

**Notes:**

- 1 “Owner” means the legal or beneficial owner of the Phase.
- 2 “JV Partner” 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**

香港鐵路有限公司 (作為 “擁有人”) <sup>1</sup>  
Ever Merits Investments Limited (作為 “合作伙伴”) <sup>2</sup>

**買方的控權公司：****擁有人的控權公司：**

不適用

**合作伙伴的控權公司：**

- (1) Seareef Holdings Limited
- (2) 會德豐地產有限公司
- (3) Myers Investments Limited
- (4) Wheelock Investments Limited
- (5) 會德豐有限公司

**期數的認可人士**

葉嘉偉

**期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團**

呂元祥建築師事務所(香港)有限公司

**期數的承建商**

Gammon Engineering & Construction Company Limited  
中國海外房屋工程有限公司

**就期數中的車位的出售而代表擁有人行事的律師事務所的近律師行**

貝克•麥堅時律師事務所

**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獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司**

中國銀行(香港)有限公司  
中國建設銀行股份有限公司香港分行  
渣打銀行(香港)有限公司  
Sumitomo Mitsui Banking Corporation  
東亞銀行有限公司

**已為期數的建造提供貸款的任何其他人**

NART Finance 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 “合作伙伴” 指擁有人聘用以統籌和監督期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

(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; 賣方或有關係的承建商屬個人，並屬該期數的認可人士的家人；	Not applicable 不適用
(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; 賣方或該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；	Not applicable 不適用
(c)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary (company secretary) of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an authorized person; 賣方或該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)的董事或公司秘書屬上述認可人士的家人；	No 否
(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; 賣方或該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；	Not applicable 不適用
(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; 賣方或該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；	Not applicable 不適用
(f)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary (company 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; 賣方或該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)的董事或公司秘書屬上述認可人士的有聯繫人士的家人；	No 否
(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 parking spaces in the Phase; 賣方或該期數的承建商屬個人，並屬就該期數內的車位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；	Not applicable 不適用
(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 parking spaces in the Phase; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的車位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；	Not applicable 不適用
(i)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary (company 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; 賣方或該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)的董事或公司秘書屬上述律師事務所的經營人的家人；	No 否
(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; 賣方、賣方的控權公司或有關係的承建商屬私人公司，而該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；	No 否

(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; 賣方、賣方的控權公司或該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；	No 否
(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 (company secretary) of that Vendor or contractor or of a holding company of that Vendor; 賣方或該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、董事或公司秘書；	No 否
(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; 賣方或該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；	Not applicable 不適用
(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 vendor in relation to the sale of parking spaces in the Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的車位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；	No 否
(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; 賣方、賣方的控權公司或該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；	No 否
(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 (company secretary) of that Vendor or contractor or of a holding company of that Vendor; 賣方或該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、董事或公司秘書；	No 否
(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; 賣方或該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；	Not applicable 不適用
(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; 賣方或該期數的承建商屬法團，而該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；	No 否
(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. 賣方或該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。	No 否

Note:

A reference to the Vendor here is a reference to either MTR Corporation Limited (as "Owner") or Ever Merits Investments Limited (as "JV Partner").

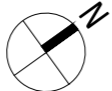
備註:

在此提述賣方即提述香港鐵路有限公司(作為“擁有人”)或 Ever Merits Investments Limited(作為“合作伙  
伴”)。

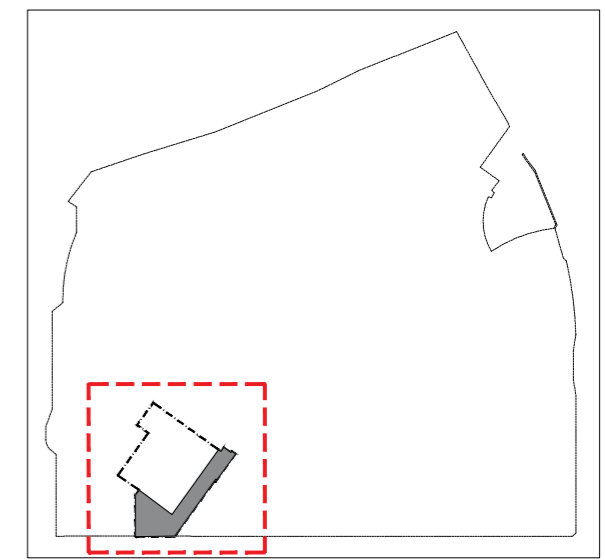
G/F CAR PARK FLOOR PLAN  
地下停車場平面圖



Scale : 0M/米 20M/米  
比例



Key Plan  
索引圖



Legend 圖例：  
Boundary of Site J of The Remaining Portion of Tseung Kwan O Town Lot NO.70.  
將軍澳市地段第70號餘段「地盤J」之邊界。

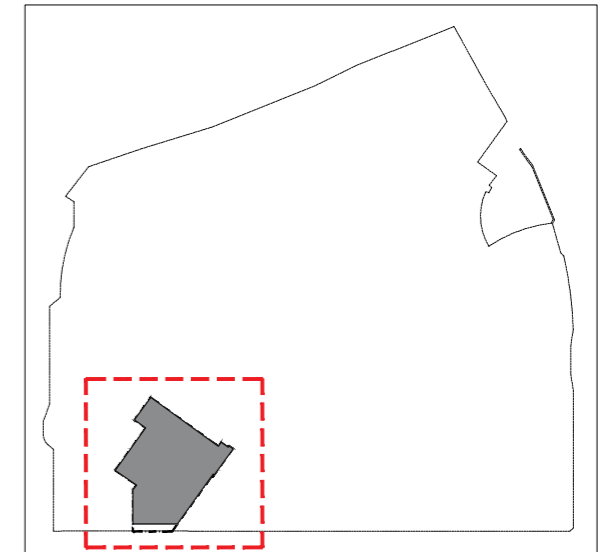
PART PLAN OF PEDAL-CYCLE PARKING SPACE  
單車車位部份平面圖

Scale : 0M/米 10M/米  
比例

2/F CAR PARK FLOOR PLAN  
2樓停車場平面圖

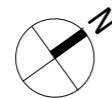


Key Plan  
索引圖



Legend 圖例：  
 - - - - - Boundary of Site J of The Remaining Portion of Tseung Kwan O Town Lot NO.70.  
 將軍澳市地段第70號餘段「地盤J」之邊界。

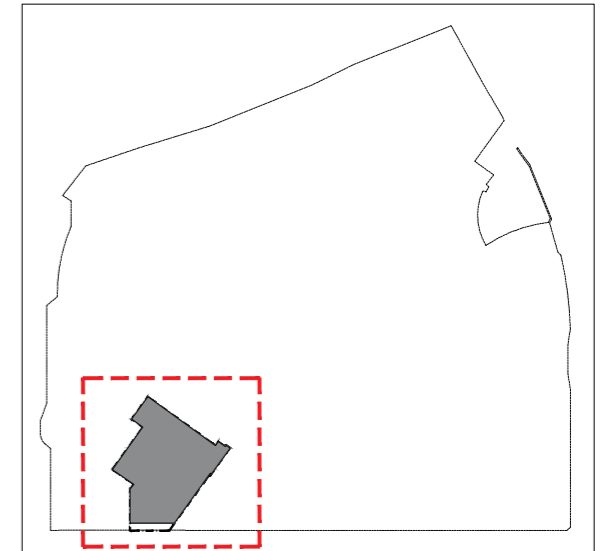
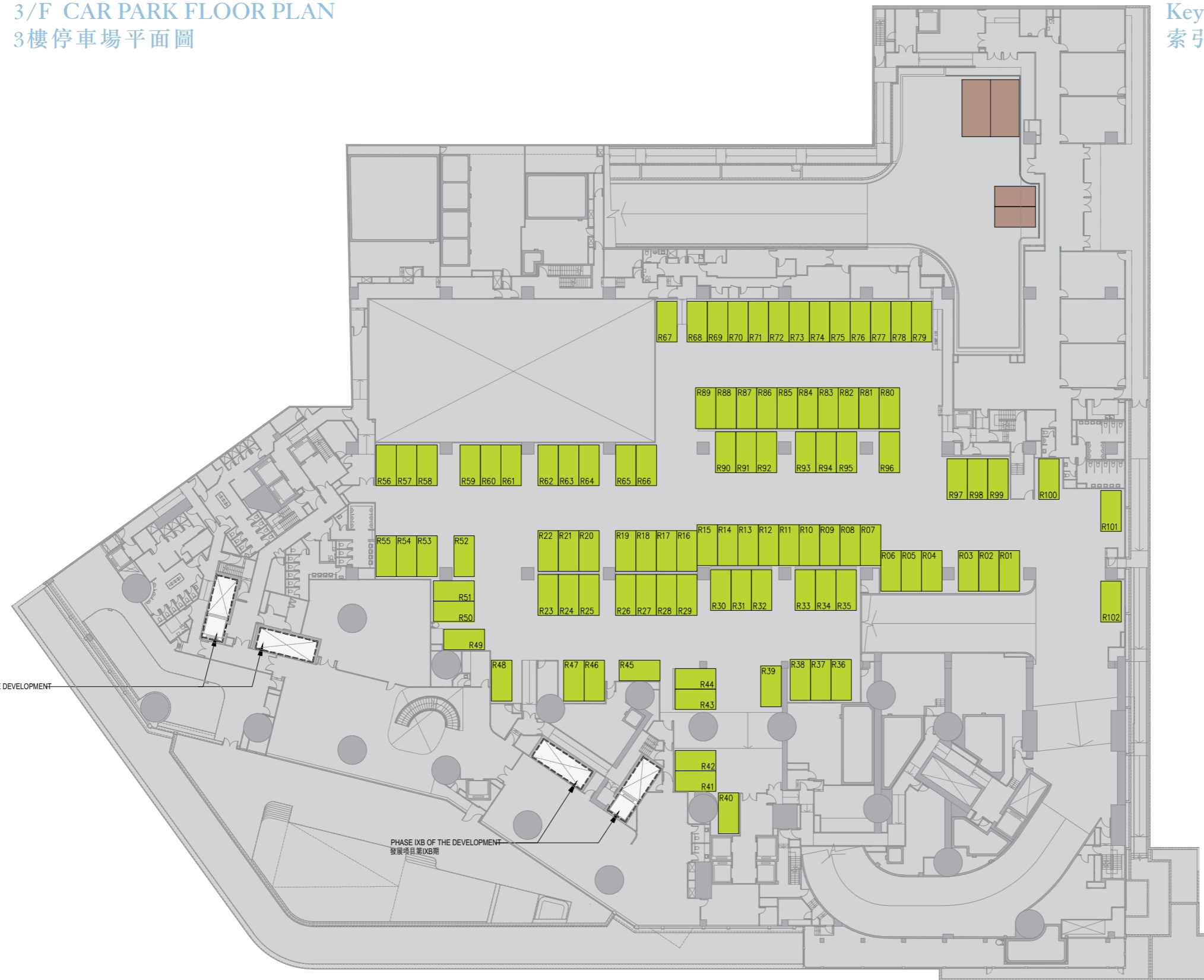
Scale : 0M/米 20M/米  
比例





3/F CAR PARK FLOOR PLAN  
3樓停車場平面圖

Key Plan  
索引圖

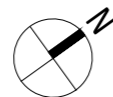


Legend 圖例：  
 - - - - - Boundary of Site J of The Remaining Portion of Tseung Kwan O Town Lot NO.70.  
 將軍澳市地段第70號餘段「地盤J」之邊界。

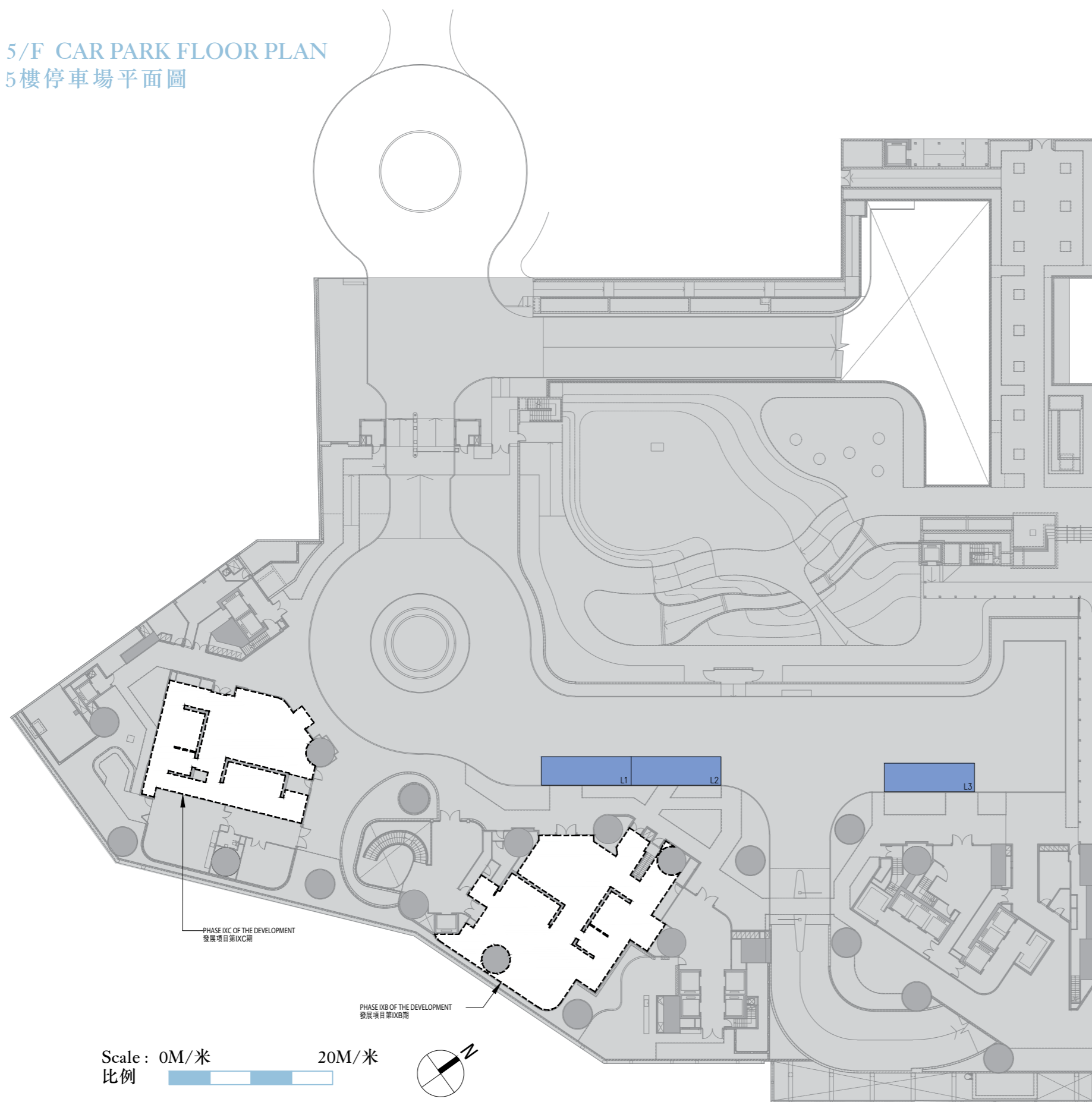
PHASE IXC OF THE DEVELOPMENT  
發展項目第IXC期

PHASE IXB OF THE DEVELOPMENT  
發展項目第IXB期

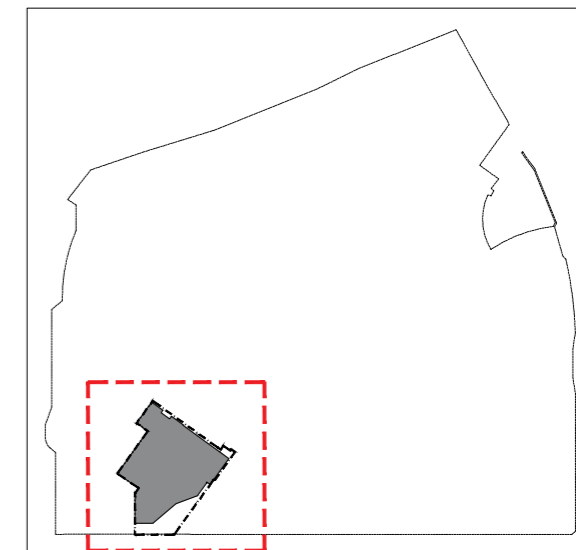
Scale: 0M/米 20M/米  
比例



5/F CAR PARK FLOOR PLAN  
5樓停車場平面圖



Key Plan  
索引圖



Legend 圖例：  
 ----- Boundary of Site J of The Remaining  
 Portion of Tseung Kwan O Town  
 Lot NO.70.  
 將軍澳市地段第70號餘段「地盤J」  
 之邊界。

Location, Numbers, Dimensions and Areas of Parking Spaces  
停車位位置、數目、尺寸及面積

Floor 層數	Category of parking spaces 停車位類別	Number 數目	Dimensions of each parking space (L x W) (m) 每個停車位尺寸 (長x闊) (米)	Area of each parking space (sq. m) 每個停車位面積 (平方米)
G/F 地下	Refuse collection vehicle parking space 垃圾車車位	1	12.0 x 5.0	60.0
	Pedal-Cycle parking space 單車車位	166	1.8 x 0.5	0.9
2/F 二樓	Residential parking space 住客車位	172	5.0 x 2.5	12.5
	Visitor's parking space 訪客車位	11	5.0 x 2.5	12.5
	Accessible (disabled) visitor's parking space 傷健人士訪客車位	4	5.0 X 2.5	12.5
	Residential motorcycle parking space 住客電單車車位	29	2.4 x 1.0	2.4
3/F 三樓	Residential parking space 住客車位	102	5.0 x 2.5	12.5
	Parking space (for kindergarten) 車位 (適用於幼稚園)	2	5.0 x 2.5	12.5
	School bus layby (for kindergarten) 校巴停泊處 (適用於幼稚園)	2	7.0 x 3.5	24.5
5/F 五樓	Residential loading and unloading space 住客上落貨車位	3	11.0 x 3.5	38.5

1. A preliminary deposit of 5% of the purchase price 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 vendor, 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 vendor 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」）時須支付款額為售價之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，會由代表賣方行事的律師事務所以保證金保存人的身份持有；
  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) 賣方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. NUMBER OF UNDIVIDED SHARES ASSIGNED TO EACH PARKING SPACE IN THE PHASE**

Residential Parking Spaces and Motor Cycle Parking Spaces	Undivided Shares
274 Residential Parking Spaces on the 2nd Floor and 3rd Floor	34,250 (125 each)
29 Motor Cycle Parking Spaces on the 2nd Floor	696 (24 each)

The total number of Undivided Shares for the Residential Parking Spaces and Motor Cycle Parking Spaces of the Phase is 34,946.

**B. BASIS ON WHICH THE MANAGEMENT EXPENSES ARE SHARED AMONG THE OWNERS OF THE PARKING SPACES IN THE PHASE**

The Owners (save and except the Owner of the Government Accommodation who shall contribute towards the Management Charges (as defined in the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.09062303030203 ("the PDMC")) in accordance with Clause 9(b) of Section E of the PDMC and MTR as the Owner of the Station Complex and the Reserved Areas (if any) who shall only be liable to pay contribution pursuant to Clauses 8(c), 8(d) and 8(e) of Section E of the PDMC) shall contribute towards the Management Charges in the following manner :-

- (a) all Owners of Units in the Non-Station Development (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the Non-Station Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Non-Station Development (save and except the Government Accommodation);
- (b) the Owners of the Units in each Phase (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase (save and except the Government Accommodation) Provided That where the Manager prepares sub-budgets for a Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units covered by such a 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 all Units covered by such a sub-sub-budget.
- (c) Under Clause 8(b) of Section E of the PDMC, the Owners (excluding the Owner of the Government Accommodation) of any Phase(s) in respect of which the Station Complex supports, shall contribute to the costs and expenses of any structural repair and maintenance in connection with the slabs between the Station Complex and any part of such Phase(s), and any structural elements and/or facilities of the Station Complex supporting or serving the Station Complex and any such Phase(s). The Owners of any such Phase(s) (save and except the Owner of the Government Accommodation) and the Owner of the Station Complex shall contribute to the said costs and expenses in the following percentage :-
  - (i) Owner of the Station Complex : 51%
  - (ii) Owners of such Phase(s) (save and except the Owner of the Government Accommodation) in respect of which the Station Complex supports : 49%
- (d) Under Clause 15 of Section D of the draft Sub-Deed of Mutual Covenant and Management Agreement, as there are 11 structural columns located within Site H support the buildings constructed on both Site H and Site J and form parts of the NonStation Development Common Areas within Site H, the Owners of Site J (including the Owner of the Kindergarten) shall contribute towards the cost of maintenance and management of the said structural columns in the proportion that the Management Units allocated to the Units in Site J (including the Kindergarten) bear to the total Management Units allocated to the Units in Site H and Site J (including the Kindergarten) in accordance with the provisions of the PDMC. For the avoidance of doubt, maintenance and management shall have the same meaning as defined in the PDMC.

**C. BASIS ON WHICH THE MANAGEMENT FEE DEPOSIT IS FIXED**

The amount of management fee deposit is equivalent to three months' Management Charges.

## A. 分配予期數中的每個車位的不分割份數的數目

住宅車位及電單車車位	不分割份數
2樓及3樓274個住宅車位	34,250 (各125份)
2樓29個電單車車位	696 (各24份)

該期數的住宅車位及電單車車位的不分割份數總數是34,946份。

## B. 管理開支按甚麼基準在期數中的車位的擁有人之間分擔

每名「業主」(「政府樓宇」「業主」除外，其須依照「主公契」E節第9(b)條規定攤付「管理費」(釋義以於土地註冊處註冊為「註冊摘要」第09062303030203號之主公共契約及管理協議(「主公契」)所訂為準)；作為「車站綜合大樓」及「專用地方」(如有者)「業主」之「港鐵」除外，其須依照「主公契」E節第8(c)、8(d)及8(e)條規定攤付費用)應以下列方式攤付「管理費」：

- (a) 所有「非車站發展項目」「單位」「業主」(「政府樓宇」「業主」除外)應按其「單位」之「管理份數」佔「非車站發展項目」(「政府樓宇」除外)所有「管理份數」之比例攤付「非車站發展項目公用地方與設施管理副預算案」開支；
- (b) 每個「發展期」的「單位」「業主」(「政府樓宇」「業主」除外)應按其「單位」之「管理份數」佔該「發展期」(「政府樓宇」除外)所有「管理份數」的比例攤付相關「發展期管理副預算案」開支。「經理人」編製個別「發展期」或其任何部分之副預算案時，只有歸屬該「發展期」整體的開支可如上分攤。任何分副預算案的開支，將由該分副預算案相關「單位」的「業主」按其「單位」之「管理份數」佔分副預算案相關「單位」所有「管理份數」之比例攤付。
- (c) 根據「主公契」E節第8(b)條規定，任何由「車站綜合大樓」支撐的「發展期」之「業主」(不包括「政府樓宇」「業主」)均須分擔有關「車站綜合大樓」與此等「發展期」的任何部分之間各屏板，以及支撐或服務「車站綜合大樓」及任何此等「發展期」的任何結構項及/或設施的任何結構性修理及維修費用與開支。任何此等「發展期」的「業主」(「政府樓宇」「業主」除外)與「車站綜合大樓」「業主」應按下列比例分擔上述費用與開支：
  - (i) 「車站綜合大樓」「業主」：51%；
  - (ii) 由「車站綜合大樓」支撐之「發展期」的「業主」(「政府樓宇」「業主」除外)：49%。
- (d) 在副公共契約及管理協議草稿D節第15條下，因有11枝結構柱位處「地盤H」內支承建於「地盤H」和「地盤J」的建築物並屬「地盤H」內「非車站發展項目公用地方」一部分，地盤J各「業主」(包括「幼稚園」的「業主」)須按「主公契」條文按分配予「地盤J」各「單位」(包括「幼稚園」)的「管理份數」所佔分配予「地盤H」和「地盤J」各「單位」(包括「幼稚園」)「管理份數」總數之比例攤付上述結構柱之保養和管理開支。為免生疑，保養和管理之意思與「主公契」所釋義者相同。

## C. 計算管理費按金的基準

管理費按金的金額為三(3)個月「管理開支」。

1. The Phase is situated on Site J of The Remaining Portion of Tseung Kwan O Town Lot No.70.
2. The Remaining Portion of Tseung Kwan O Town Lot No.70 is held from the Government under New Grant No.9689 dated 16<sup>th</sup> May 2002 as varied or modified by Modification Letters dated 19<sup>th</sup> April 2005, 13<sup>th</sup> April 2006, 19<sup>th</sup> March 2008, 11<sup>th</sup> May 2009, 11<sup>th</sup> September 2012, 1<sup>st</sup> August 2014, 5<sup>th</sup> January 2015, 24<sup>th</sup> April 2015, 30<sup>th</sup> July 2015, 11<sup>th</sup> November 2015, 15<sup>th</sup> February 2016, 20<sup>th</sup> May 2016, 5<sup>th</sup> October 2016, 16<sup>th</sup> January 2017, 26<sup>th</sup> January 2017, 11<sup>th</sup> April 2019, 28<sup>th</sup> June 2019, 30<sup>th</sup> March 2020, 8<sup>th</sup> December 2020 and 4<sup>th</sup> February 2021 and registered in the Land Registry by Memorial Nos.05042602320188, 06042800110014, 08032801320019, 09051501940319, 12091403070069, 14081201890016, 15010900340012, 15042901080159, 15080701750014, 15111800950014, 16021701150013, 16052501410014, 16101102220023, 17012300360016, 17021301120016, 19041700760014, 19071101700014, 20041700430016, 20121600210025 and 21021700940031 respectively (“the Land Grant”) for a term of 50 years from 16<sup>th</sup> May 2002 and expiring on 15<sup>th</sup> May 2052.

3. The restrictions on alienation of the parking spaces:

Special Condition No.(57)(a)

Save as provided in Special Condition Nos.(5), (25), (32), (34), (36) and (66) hereof, and subject to Special Condition Nos.(33) and (58)(d) hereof and sub-clause (b) of this Special Condition the Grantee (as defined in General Condition No.13) shall not, prior to compliance with these Conditions (as defined in General Condition No.13) in all respects to the satisfaction of the Director of Lands (“the Director”), except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) :

- (i) assign, underlet or part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option, or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned, underlet or otherwise disposed of or affected, or enter into any agreement so to do; or
- (iii) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one :
  - (I) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
  - (II) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance for the development of the lot) as having been incurred by the Grantee for the development of the lot; and
  - (III) under which the mortgagee is obliged to release any share or interest in the lot from the mortgage unconditionally, upon receipt of a sum representing the total purchase price under an agreement for sale and purchase approved by the Director in respect of a share or interest in the lot.

4. User

Special Condition No.(15)

- (a) Subject to these Conditions (as defined in General Condition No.13) and in particular subject to sub-clause (b) 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 non-industrial (excluding hotel, petrol filling station and godown) purposes;
- (b) Site M (as defined in Special Condition No.(12)) or any part thereof or any building or part of any building erected or to be erected thereon shall not, except with the prior written approval of the Director and in conformity with Special Conditions Nos.(31)(a)(i) and (31)(a)(ii) hereof, be used for any purpose other than a Mass Transit Railway Depot and a Mass Transit Railway Station (as defined respectively in Special Conditions Nos.(31)(a)(i) and (31)(a)(ii)); and
- (c) Without prejudice to the generality of sub-clause (a) of this Special Condition and Special Condition No.(17) hereof, 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 in accordance with these Conditions, the Approved Landscaping Proposals (as defined in Special Condition No.(7)(d)) and the Approved Building Plans (as defined in Special Condition No.(13)(b)).

5. Indemnity by Grantee

General Condition No.4

By signing the Memorandum of Agreement for Lease, the Grantee (as defined in General Condition No.13) hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (“the Director”) (whose opinion shall be final and binding upon the Grantee), arisen out of any development or redevelopment affecting the lot or part thereof or out of any other works which the Grantee is required to undertake in compliance with these Conditions.

6. Maintenance

General Condition No.7

- (a) The Grantee shall throughout the term hereby agreed to be granted, having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:
  - (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto;
  - (ii) maintain all buildings erected or which may hereafter be erected in accordance with the plans approved by the Building Authority and these Conditions or any subsequent legal variation of them, in good and substantial repair and condition and in such repair and condition deliver up the buildings at the expiry of sooner determination of the term hereby agreed to be granted.
- (b) In the event of the demolition of any building then standing on the lot or any part thereof at any time during the term hereby agreed to be granted the Grantee shall replace the same either by a sound and substantial building or buildings of the same type and of no less gross floor area or by a 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 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. Private streets, roads and lanes

### General Condition No.9

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

## 8. Landscaping

### Special Condition No.(7)

- (d) Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area (as defined in Special Condition No.(7)(a)) in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director;
- (e) The Grantee shall at his own expense construct and thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

### Special Condition No.(102)

- (b) (ii) Not less than 30% of the area of Site C1 and not less than 20% each of the respective areas of Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall be planted with trees, shrubs or other plants;
- (iii) Not less than 50% of the 30% in respect of Site C1 and not less than 50% of the 20% in respect of each of Site C2, Site G, Site H, Site I, Site J, Site N and Site O referred to in subclause (b)(ii) of this Special Condition (the relevant area of the respective Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall hereinafter be referred to as “**The Respective Greenery Area**”) shall be provided at such location or level as may be determined by the Director of Planning at his sole discretion so that the Respective Greenery Area of each of Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall be visible to pedestrians or accessible by any person or persons entering each of Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O;
- (v) The Director of Planning 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 Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O in accordance with their respective approved landscape master plans in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plans 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.

### Special Condition No.(103)

No tree growing on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL and Site N 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.

## 9. Yellow Area

### Special Condition No.(7)

- (f) The Grantee shall:
  - (i) within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area (as hereinafter defined in sub-clause (l) of this Special Condition) or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) the area shown coloured yellow on Plan I annexed to the Land Grant (“**the Yellow Area**”); and
  - (ii) at his own expense uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (h)(ii) of this Special Condition.
- (h) (ii) The Government reserves the right to take back possession of the Yellow Area or any part or parts thereof for any purpose (as to which the decision of the Director shall be final and conclusive) as and when it sees fit without any payment or compensation to the Grantee and the Yellow Area shall be re-delivered to the Government by the Grantee on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee shall remain responsible for the upkeep maintenance and repair of the Yellow Area together with all structures and services provided and installed thereon or therein as specified in sub-clause (f) (ii) of this Special Condition until possession of the Yellow Area has been re-delivered to the Government.
  - (i) (I) The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes; and
  - (II) The Grantee shall not without the prior written consent of the Director of Civil Engineering and Development carry out any alteration works to the seawall erected or constructed adjoining the Yellow Area.
- (l) The Grantee shall upon demand in writing of the Director while the Grantee is in possession of the Yellow Area or any part thereof permit the Government, the Director of Civil Engineering and Development, his officers, contractors, agents and any person authorized by him the right of full and free ingress and egress at any time with or without motor vehicles, tools, equipment, plant, materials and machinery to and from the portion of the Yellow Area within the limit of works areas delineated on Plan No.209506/GZ/203 gazetted on the 10<sup>th</sup> day of May, 2013 and the 16<sup>th</sup> day of May, 2013 or any part or parts thereof (hereinafter referred to as “**the Portion of the Yellow Area**”) for the purposes of construction of the proposed Cross Bay Link, whether within the Portion of the Yellow Area or otherwise, at such location or locations and level or levels as may be determined by the Director at his absolute discretion (hereinafter referred to as “**the Right of Access to the Portion of the Yellow Area**”) until such date to be determined by the Director as specified in a written notice of termination or cessation of the Right of Access to the Portion of the Yellow Area to be issued to the Grantee by the Director. The Grantee shall co-operate fully with the Government and the Director of Civil Engineering and Development on all matters relating to the aforesaid construction works. The decisions of the Director as to the area, location and level of the Portion of the Yellow Area and the limit of works area shall be final, conclusive and binding on the Grantee.



- (m) The Government and the Director of Civil Engineering and Development and his officers, contractors, agents and any person authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, Director of Civil Engineering and Development and his officers, contractors, agents and any person duly authorized under sub-clause (l) of this Special Condition and no claim shall be made against it or them in respect of any loss, damage, nuisance or disturbance.
- (n) The Grantee shall at all reasonable times while he is in possession of the Yellow Area permit the Government, its officers, contractors, agents and any person authorized by it the right of full and free ingress, egress and regress with or without motor vehicles, tools, equipment, plant, materials and machinery to, from and through the Yellow Area for the purpose of carrying out inspection, supervision, repair, alteration, reinstatement, making good, maintenance, upgrading or improvement works of or in connection with the Cross Bay Link, any public road or any other works which the Director may at his absolute discretion consider necessary within the Yellow Area. The Government, its officers, contractors, agents and any person authorized by it 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 (n), and no claim whatsoever shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

#### 10. Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area

##### Special Condition No.(8)

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

(i) subject to Special Condition No.(89) hereof:

- (I) on or before the 30<sup>th</sup> day of September, 2022 or such other date or dates as may be determined by the Director, lay, form, provide and construct that portion of future public road shown coloured green stippled black on Plan I (hereinafter referred to as **“the Green Stippled Black Area”**) in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, pedestrian subway, viaducts, flyovers, pavements or such other structures) so that vehicular traffic may be carried thereon; and
- (II) on or before the 30<sup>th</sup> day of June, 2016 or such other date or dates as may be determined by the Director, carry out and construct those future road junction improvement works and associated works within the areas shown coloured green on Plan I (hereinafter referred to as **“the Green Area”**) in accordance with the Technical Schedules annexed hereto;
- (ii) on or before the 30<sup>th</sup> day of September, 2022 or such other date or dates as may be determined by the Director, surface, kerb and channel that portion of future public road shown coloured green hatched black stippled black on Plan I (hereinafter referred to as **“the Green Hatched Black Stippled Black Area”**) and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve so that vehicular traffic may be carried thereon;
- (iii) on or before the 30<sup>th</sup> day of June, 2012 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, ramps, pavements, cycle tracks or such other subway modification structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of

future public road shown coloured green hatched black on Plan I (hereinafter referred to as **“the Green Hatched Black Area”**) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the formation of the Green Hatched Black Area and if such requirement is not necessary, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1<sup>st</sup> day of February, 2003. The Grantee shall have no right or claim to compensation against Government whatsoever including any costs or expenses incurred in connection with fulfilment of this obligation as a result of the Director’s exercising his discretion in the decision and giving of the notification under this sub-clause;

- (iv) on or before the 31<sup>st</sup> day of December, 2020 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, underpasses, pavements, cycle tracks or such other structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green cross-hatched black on Plan I (hereinafter referred to as **“the Green Cross-hatched Black Area”**);
- (v) surface, kerb and channel the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require within the respective prescribed period stated in sub-clauses (b)(i), (b)(ii), (b)(iii) and (b)(iv) of this Special Condition; and
- (vi) maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area shall have been re-delivered to the Government in accordance with Special Condition No.(9)(a) hereof.

##### Special Condition No.(9)

- (a) For the purpose only of carrying out the necessary works specified in Special Condition No.(8) hereof, the Grantee shall on the date or dates to be specified in a letter or letters from the Director to the Grantee be granted possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area. The Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof shall be deemed to be re-delivered to the Government upon issuance of a letter or letters from the Director to the Grantee certifying the works specified in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof have been completed and upon the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area forming part or parts of the public roads. The Grantee shall at all reasonable times while he is in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area allow free access over and along the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for all Government and public vehicular and pedestrian traffic;
- (c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black

Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as “**the Public Roads Defects Liability period**”). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;

- (ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, reconstruction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

#### Special Condition No.(10)

- (a) The Grantee shall not without the prior written consent of the Director use the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for the purpose of storage or for the erection of any temporary structure.

### 11. Building Covenant

#### Special Condition No.(14)

- (a) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2027;
- (b) Notwithstanding sub-clause (a) of this Special Condition and subject to Special Conditions Nos.(16)(a)(vi) and (16)(b) hereof:
- (i) the building or buildings or part or parts thereof erected or to be erected in respect of Site AB shall be completed and made fit for occupation on or before the 31<sup>st</sup> day of December 2013 or 96 calendar months from the Due Date for Site AB or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site AB, whichever is the later;
- (ii) the building or buildings erected or to be erected in respect of Site C1 shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2022;
- (iii) the building or buildings erected or to be erected in respect of Site C2 shall be completed and made fit for occupation on or before the 31<sup>st</sup> day of December 2025;
- (iv) the building or buildings erected or to be erected in respect of Site D shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2026;
- (v) the building or buildings erected or to be erected in respect of Site E shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2014;
- (vi) the building or buildings erected or to be erected in respect of Site F shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2011;
- (vii) the building or buildings erected or to be erected in respect of Site G shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2021;
- (viii) the building or buildings erected or to be erected in respect of Site H shall be completed and made fit for occupation on or before the 31<sup>st</sup> day of December 2021;
- (ix) the building or buildings erected or to be erected in respect of Site I shall be completed and made fit for occupation on or before the 31<sup>st</sup> day of December 2022;
- (x) the building or buildings erected or to be erected in respect of Site J shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2022;

- (xi) the building or buildings erected or to be erected in respect of Site KL shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2027;
- (xiii) the building or buildings erected or to be erected in respect of Site N shall be completed and made fit for occupation on or before the 30<sup>th</sup> day of September 2021; and
- (xiv) the building or buildings erected or to be erected in respect of Site O shall be completed and made fit for occupation on or before the 31<sup>st</sup> day of March, 2021.

### 12. Development Conditions

#### Special Condition No.(16)

Subject to these Conditions upon development or re-development (which terms refer solely to the redevelopment contemplated in General Condition No.7) of the lot or any part thereof:

- (a) The Grantee shall and shall only erect, construct, provide and maintain upon the lot:
- (i) the Mass Transit Railway Complex referred to in Special Condition No.(31) hereof;
- (ii) the Government Accommodation referred to in Special Condition No.(17) hereof;
- (iii) an elevated building platform which shall form the structural roof of the Mass Transit Railway Depot (hereinafter referred to as “**the Depot Roof**”) not exceeding a height of 18.5 metres above the Hong Kong Principal Datum or such other height or heights as may be approved by the Director in accordance with the dimensions, levels, location and position thereof shown on the Approved Building Plans. The design, specifications and construction (including the materials to be used) of the Depot Roof and all structures ancillary or appertaining or forming part thereof shall be subject to the approval in writing of the Director and the construction thereof shall not commence until the written approval of the Director is given;
- (iv) the Kindergartens referred to in Special Condition No.(50)(a) hereof and the Kindergartens/ Kindergarten Cum Child Care Centres referred to in Special Condition No.(50)(b) hereof respectively;
- (vi) (I) accommodation and facilities for residential purposes (hereinafter collectively referred to as “**the Residential Accommodation**”) comprising not less than 20,000 flats and nor more than 25,700 flats with a total gross floor area of not less than 1,397,500 square metres and not more than 1,612,800 square metres; and
- (II) accommodation and facilities for commercial purposes (hereinafter referred to as “**the Commercial Accommodation**”) with a total gross floor area of not less than 30,000 square metres and not more than 50,000 square metres;
- (b) (i) Notwithstanding sub-clause (a)(vi) of this Special Condition, the Grantee shall and shall only erect, construct, provide and maintain upon the lot:
- (i) in respect of Site AB,
- (I) the Residential Accommodation with a minimum of 2,474 flats and a maximum of 4,272 flats and with a total gross floor area of not less than 185,818 square metres and not more than 309,696 square metres;
- (II) a total of 855 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) a total of 50 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (IV) a total of 91 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of one space for every ten residential flats or part thereof;
- (VI) a total of 10 of those spaces stipulated in Special Condition No.(44)(b)(i) hereof; and

- (VII) one kindergarten (of the requirements stipulated in Special Condition No.(50)(a) hereof) of 8 classrooms with a total gross floor area of not more than 800 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 3 lay-bys for the picking up and setting down of passengers from school buses with each layby having a minimum measurement of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;
- (ii) in respect of Site C1,
- (I) accommodation and facilities with a total gross floor area of not less than 96,050 square metres and not more than 114,760 square metres made up or to be made up as follows:
- (A) the Residential Accommodation with a minimum of 960 flats with a total gross floor area of not less than 67,070 square metres but not more than 70,260 square metres; and
- (B) the Commercial Accommodation with a total gross floor areas of not less than 28,980 square metres but not more than 44,500 square metres;
- (II) a total of 180 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) a total of 10 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (IV) a total of 333 of those spaces stipulated in Special Condition No.(44)(a)(iii) hereof;
- (V) a total of 19 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VI) a total of 33 of those spaces stipulated in Special Condition No.(44)(a)(v) hereof;
- (VII) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VIII) a total of 2 of those bays stipulated in Special Condition No.(44)(b)(i) hereof;
- (IX) a total of 45 of those bays stipulated in Special Condition No.(44)(b)(ii) hereof and notwithstanding Special Condition No.(44)(b) hereof, 28 of the 45 bays so provided shall have a minimum measurement of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;
- (X) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(ii)(II), (b)(i)(ii)(III) and (b)(i)(ii)(IV) of this Special Condition (subject to a minimum of one space being reserved and designated); and
- (XI) one kindergarten or kindergarten cum child care centre (of the requirements stipulated in Special Condition No.(50)(b) hereof) of 9 classrooms with a total gross floor area of not more than 1,160 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 3 lay-bys for picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;
- (iii) in respect of Site C2,
- (I) the Residential Accommodation with a minimum of 1,217 flats with a total gross floor area of not less than 85,025 square metres and not more than 88,858 square metres;
- (II) a total of 245 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(iii)(II) and (b)(i)(iii)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(iii)(II) and (b)(i)(iii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (iv) in respect of Site D,
- (I) the Residential Accommodation with a minimum of 1,217 flats with a total gross floor area of not less than 85,025 square metres and not more than 89,290 square metres;
- (II) the Centre for Community Care and Support Services for the Elderly Accommodation (as hereinafter defined in Special Condition No.(17)(a)(ii)(iii) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(ii)(iii) hereof;
- (III) the Supported Hostel for Mentally or Physically Handicapped Persons (as hereinafter defined in Special Condition No.(17)(a)(iii) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(iii) hereof;
- (IV) the Early Education and Training Centre (as hereinafter defined in Special Condition No.(17)(a)(vii) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(vii) hereof;
- (V) a total of 251 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (VI) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (VII) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(iv)(V) and (b)(i)(iv)(VI) of this Special Condition;
- (VIII) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (IX) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (X) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(iv)(V) and (b)(i)(iv)(VI) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (v) in respect of Site E,

- (I) the Residential Accommodation with a minimum of 1,533 flats and a maximum of 1,648 flats and with a total gross floor area of not less than 111,384 square metres and not more than 128,544 square metres;
- (II) the part or parts of the Permanent PTI (as hereafter defined in Special Condition No.(17) (a)(i) hereof);
- (III) a total of 330 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (IV) a total of 20 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (V) a total of 35 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VI) a total of 132 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;
- (VII) a total of 4 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (VIII) one kindergarten (of the requirements stipulated in Special Condition No.(50)(a) hereof) of 9 classrooms with a total gross floor area of not more than 1,000 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 3.0 metres in width and 7.0 metres in length with a minimum headroom of 2.4 metres;
- (vi) in respect of Site F,
- (I) accommodation and facilities with a total gross floor area of not less than 136,540 square metres made up or to be made up as follows:
- (A) the Residential Accommodation with a minimum of 1,950 flats and a maximum of 2,096 flats and with a total gross floor area of not more than 136,240 square metres;
- (B) the Commercial Accommodation with a total gross floor area of not less than 300 square metres but not more than 500 square metres; and
- (C) (i) one residential care home for the elderly (hereinafter referred to as “**the Residential Care Home for the Elderly**”) with a total gross floor area of not more than 3,100 square metres which shall be taken into account in calculating the total gross floor area of the building or buildings erected or to be erected on the lot as referred to in Special Condition No.(16)(e) hereof;
- (ii) one space for the parking of motor vehicle having a minimum measurement of 3 metres in width and 7.6 metres in length with a minimum headroom of 2.8 metres to be located in close proximity to the Residential Care Home for the Elderly which space shall not be counted as any of the spaces referred to in Special Condition No.(44) hereof;
- (iii) the Residential Care Home for the Elderly and the parking space as referred to in sub-clause(b)(i)(vi)(I)(C)(ii) of this Special Condition (hereinafter collectively referred to as “**the Residential Care Home for the Elderly Accommodation**”) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(14)(b)(vi) hereof;
- (II) the Community Hall Accommodation (as hereinafter defined in Special Condition No.(17)(a)(v)(III) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(v)(III) hereof;
- (III) the Integrated Children and Youth Services Centre (as hereinafter defined in Special Condition No.(17)(a)(vi) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(vi) hereof;
- (IV) a total of 300 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (V) a total of 25 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (VI) a total of 16 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VII) a total of 65 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof; and
- (VIII) a total of 5 of those bays stipulated in Special Condition No.(44)(b)(i) hereof;
- (vii) in respect of Site G,
- (I) the Residential Accommodation with a minimum of 1,228 flats with a total gross floor area of not less than 85,800 square metres and not more than 102,336 square metres;
- (II) the part or parts of the Permanent PTI (as hereinafter defined in Special Condition No.(17)(a)(i) hereof);
- (III) the Public Toilet (as hereinafter defined in Special Condition No.(17)(a)(ix) hereof);
- (IV) a total of 263 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (V) a total of 15 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (VI) a total of 28 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VII) a total of 237 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;
- (VIII) a total of 3 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (IX) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b) (i)(vii)(IV) and (b)(i)(vii)(V) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (viii) in respect of Site H,
- (I) the Residential Accommodation with a minimum of 1,168 flats with a total gross floor area of not less than 81,640 square metres and not more than 97,000 square metres;
- (II) a total of 255 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) a total of 15 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (IV) a total of 27 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) a total of 3 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(viii)(II) and (b)(i)(viii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (ix) in respect of Site I,
- (I) the Residential Accommodation with a minimum of 751 flats with a total gross floor area of not less than 52,520 square metres and not more than 75,400 square metres;
- (II) a total of 178 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and

- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (x) in respect of Site J,
- (I) the Residential Accommodation with a minimum of 1,250 flats with a total gross floor area of not less than 87,360 square metres and not more than 104,110 square metres;
- (II) a total of 274 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block;
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition (subject to a minimum of one space being reserved and designated); and
- (VIII) one kindergarten or kindergarten cum child care centre (of the requirements stipulated in Special Condition No.(50)(b) hereof) of 6 classrooms with a total gross floor area of not more than 810 square meters and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 2 lay-bys for picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;
- (xi) in respect of Site KL,
- (I) the Residential Accommodation with a minimum of 1,667 flats with a total gross floor area of not less than 116,480 square metres and not more than 143,694 square metres;
- (II) a total of 359 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xi)(II) and (b)(i)(xi)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(xi)(II) and (b)(i)(xi)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (xiii) in respect of Site N,
- (I) the Residential Accommodation with a minimum of 1,633 flats with a total gross floor area of not less than 114,140 square metres and not more than 136,970 square metres;
- (II) spaces as stipulated in Special Condition No.(44)(a)(i) hereof at the rate of 1 space for every 5 residential flats or part thereof or a total of 354, whichever is the higher;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xiii)(II) and (b)(i)(xiii)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.44(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(xiii)(II) and (b)(i)(xiii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (xiv) in respect of Site O,
- (I) the Residential Accommodation with a minimum of 1,459 flats with a total gross floor area of not less than 101,920 square metres and not more than 122,302 square metres (it is hereby agreed and acknowledged by the Grantee that there is no guarantee from the Government that the building or buildings erected or to be erected within Site O or any part thereof can attain the maximum gross floor area referred to in this sub-clause);
- (II) spaces as stipulated in Special Condition No.(44)(a)(i) hereof at the rate of 1 space for every 5 residential flats or part thereof or a total of 316, whichever is the higher;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xiv)(II) and (b)(i)(xiv)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (ii) Subject always to sub-clause (a)(vi) of this Special Condition and notwithstanding anything contained in sub-clauses (b)(i)(i) to (b)(i)(xiv) of this Special Condition, the Director may at any time and at his absolute discretion to approve reallocation of the Residential Accommodation and the Commercial Accommodation to be provided within Any of the Sites and to allow variations in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation of each of the Site stipulated in sub-clauses (b)(i)(i) to (b)(i)(xiv) respectively of this Special Condition and provided that the Grantee shall submit to the Director for his approval of the reallocation of the Residential Accommodation and the Commercial Accommodation and variation in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation in respect of Any of the Sites not less than 12 calendar months or such other period as the Director may agree prior to the earliest of the Due Date of Any of the Premium in respect of Any of the Sites for which the premium is being assessed. In exercising his right referred to herein, the Director may impose such terms and conditions, including charging of additional premium from the Grantee, as the Director may decide.

- (e) Notwithstanding sub-clause (a)(vi) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 1,427,500 square metres and shall not be more than 1,652,800 square metres.

### 13. Government Accommodation

#### Special Condition No.(17)

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed hereto (hereinafter referred to as **“the Technical Schedules”**) and the plans approved under Special Condition No.(18)(a) hereof, the following accommodations, such accommodations to be constructed within Any of the Sites are to be completed and made fit for occupation and operation on or before the expiry date of six calendar months from the date or dates of issuing by the Building Authority of an Occupation Permit or a Temporary Occupation Permit (excluding any Temporary Occupation Permit for any sales office referred to in Special Condition No.(42) hereof) (hereinafter referred to as **“the Completion Date”**) of Any of the Sites or part of Any of the Sites on which such accommodation is located or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee):
- (i) one public transport interchange on ground level comprising one bus terminus with four bus bays, eight bus stacking bays, two public light bus bays, one taxi bay, two general loading and unloading bays (hereinafter referred to as **“the Permanent PTI”**) constructed or to be constructed adjacent to the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof), with access connecting with public roads to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) and in the event of any delay in the completion and operation of the Permanent PTI, the Grantee shall on a date to be determined by the Director at his own expense erect, construct, provide and maintain the Temporary PTI (as hereinafter defined in Special Condition No. (30) hereof) for use until such time as the Permanent PTI is completed and made fit for occupation and operation to the satisfaction of the Director;
  - (ii) (i) one centre for community care and support services for the elderly (hereinafter referred to as **“the Centre for Community Care and Support Services for the Elderly”**) with a net operational floor area of not less than 303 square metres;
  - (ii) (A) a total of 2 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and to be located in close proximity to the Centre for Community Care and Support Services for the Elderly. Each of the spaces so provided shall have a minimum measurement of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
  - (B) 1 bay for loading and unloading to be used by occupiers of the Centre for Community Care and Support Services for the Elderly having a minimum measurement of 3.0 metres in width and 9.0 metres in length with a minimum headroom of 3.8 metres in close proximity to the Centre for Community Care and Support Services for the Elderly.
  - (iii) the Centre for Community Care and Support Services for the Elderly, the parking spaces and the loading and unloading bay as referred to in sub-clause (a)(ii)(ii) of this Special Condition (hereinafter collectively referred to as **“the Centre for Community Care and Support Services for the Elderly Accommodation”**) shall all be completed and made fit for occupation and operation on or before the 30<sup>th</sup> day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Centre for Community

Care and Support Services for the Elderly Accommodation is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

- (I) whichever is the earlier of the following:
  - (A) the 31<sup>st</sup> day of March, 2018; or
  - (B) whichever is the later of the following:
    - (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or
    - (2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located pursuant to Special Condition No.(3)(b) hereof; or
- (II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (iii) one supported hostel for mentally or physically handicapped persons (hereinafter referred to as **“the Supported Hostel for Mentally or Physically Handicapped Persons”**) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30<sup>th</sup> day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Supported Hostel for Mentally or Physically Handicapped Persons is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:
  - (I) whichever is the earlier of the following:
    - (A) the 31<sup>st</sup> day of March, 2017; or
    - (B) whichever is the later of the following:
      - (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or
      - (2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located pursuant to Special Condition No.(3)(b) hereof; or

- (II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (v) (I) one multi-purposes hall (hereinafter referred to as **"the Community Hall"**) with a net operational floor area of not less than 593 square metres;
- (II) (A) a total of 5 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and to be located in close proximity to the Community Hall. Each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
- (B) 1 bus bay having a minimum measurement of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.
- (III) the Community Hall, the parking spaces and the bus bay as referred to in sub-clause (a)(v)(II) of this Special Condition (hereinafter collectively referred to as **"the Community Hall Accommodation"**) shall all be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee);
- (vi) one integrated children and youth services centre (hereinafter referred to as **"the Integrated 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 the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Integrated Children and Youth Services Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1<sup>st</sup> day of February, 2004.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Integrated Children and Youth Services Centre or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (vii) one early education and training centre (hereinafter referred to as **"the Early Education and Training Centre"**) with a net operational floor area of not less than 212 square metres to be completed and made fit for occupation and operation on or before the 30<sup>th</sup> day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Early Education and Training Centre is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Early Education and Training Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:
- (I) whichever is the earlier of the following:
- (A) the 31<sup>st</sup> day of March, 2017; or
- (B) whichever is the later of the following:
- (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Early

Education and Training Centre is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or

- (2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Early Education and Training Centre is located pursuant to Special Condition No.(3)(b) hereof; or

- (II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Early Education and Training Centre or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (ix) one public toilet (hereinafter referred to as **"the Public Toilet"**) on the ground floor of the building or buildings erected or to be erected in close proximity to the Permanent PTI with a net operational floor area of not less than 70 square metres to be completed and made fit for occupation and operation on or before the commencement of operation of the Permanent PTI;
- (x) a minimum of three school premises (or such other number as may be approved by the Director) comprising three primary schools and two secondary schools or such other lesser number as may be determined by the Director at his absolute discretion at such levels and positions as may be required by the Director to be completed and made fit for occupation and operation on or before the 31<sup>st</sup> day of December, 2023 or such other date or dates as determined by the Director at his absolute discretion. Each of the primary school shall have a minimum site area of 6,200 square metres (hereinafter collectively referred to as **"the Primary Schools"**) and each of the secondary school shall have a minimum site area of 6,950 square metres (hereinafter collectively referred to as **"the Secondary Schools"**) PROVIDED THAT any of the Primary Schools and any of the Secondary Schools may have a smaller site area subject to the prior written approval of the Secretary for Education and the Director of Architectural Services. The Primary Schools and the Secondary Schools shall each be of a standard school design prevailing from time to time as may be determined by the Director at his absolute discretion and shall be provided and constructed by the Grantee to the standard and specification as set out in the Technical Schedules or to such design and specification as are applicable to a standard school design prevailing from time to time as shall be approved in writing by the Secretary for Education and the Director of Architectural Services and in compliance with such terms and conditions as the Secretary for Education and the Director of Architectural Services may approve in writing so as to accord with the Education Ordinance and these Conditions and also in accordance with the Approved Building Plans and the plans approved under Special Condition No.(18)(a) hereof PROVIDED ALSO THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Primary Schools and the Secondary Schools or any of them and if the construction or provision of a lesser number of Primary Schools and Secondary Schools is decided by the Director, the Grantee shall not be required to fulfil this obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31<sup>st</sup> day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Primary Schools and the Secondary Schools or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause; and
- (xi) one soccer pitch with ancillary facilities in accordance with the standard and specifications as may be approved by the Director at his absolute discretion (hereinafter referred to as **"the Soccer Pitch"**), with a minimum site area of 2,241 square metres or such other site

area as may be approved by the Director to be completed and made fit for occupation and operation on or before the 31<sup>st</sup> day of December, 2023 or such other later date as may be approved by the Director at his absolute discretion PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Soccer Pitch and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 31<sup>st</sup> day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Soccer Pitch or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause.

(which accommodation referred to in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(v), (a)(vi), (a)(vii), (a)(ix), (a)(x) and (a)(xi) of this Special Condition (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “**the Government Accommodation**”).

#### 14. Maintenance of Government Accommodation

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

- (a) Without prejudice to the provisions of Special Condition No.(27) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(27)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor; and
- (b) For the purpose of this Special Condition, the expression “Grantee” shall exclude his assigns.

#### 15. Defects liability in respect of Government Accommodation

##### Special Condition No.(27)

- (b) Whenever required by the Director and/or F.S.I. (as defined in Special Condition No.(25)(a)), the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee;
- (f) For the purpose of this Special Condition, the expression “Grantee” shall exclude his assigns.

#### 16. Maintenance of Items of Government Accommodation

##### Special Condition No.(28)

- (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “**the Items**”):
  - (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch which shall be maintained by F.S.I.) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/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, sewage, drainage, fresh and salt water supply system, 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 the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and
  - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) Notwithstanding sub-clauses (a)(i) and (a)(iv) of this Special Condition, the Government shall be responsible for the maintenance of the Primary Schools, the Secondary Schools and the Soccer Pitch save and except the building services which are not exclusively serving the Primary Schools, the Secondary Schools or the Soccer Pitch, and save and except also the foundation and/or the structural slabs of those parts of the Primary Schools, the Secondary Schools and the Soccer Pitch which are erected or are to be erected on or above the Depot Roof (hereinafter referred to as “**Schools on the Depot Roof**”) which are structural elements common to the Schools on the Depot Roof and the Depot, which said building services, foundation and structural slabs are to be maintained by the Grantee at the Grantee's own costs and expenses subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof.
- (c) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.
- (d) For the purpose of this Special Condition, the expression “Grantee” shall exclude F.S.I.

#### 17. Temporary Public Transport Interchange

##### Special Condition No.(30)

- (a) Subject to Special Condition No.(17)(a)(i) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and maintain within the lot a temporary public transport interchange (hereinafter referred to as “**the Temporary PTI**”) which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads. The Temporary PTI shall link up with the Mass Transit Railway Station by covered walkway and paths and with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections and services for closed-circuit television system provision) at such positions, in such manner, materials, design and standards as the Director may approve. The Temporary PTI shall be completed and made fit for occupation and operation upon



the opening of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or on such other date as may be determined by the Director;

- (b) The Temporary PTI shall be designed and provided with a net operational floor area of not less than 4,800 square metres, comprising one bus terminus with four bus bays, one public light bus bay, one taxi bay, one general loading and unloading bay, an area reserved for the ancillary facilities for the bus operator, and a closed-circuit television room to be constructed to the satisfaction of the Director;
- (c) (i) The Temporary PTI shall be handed over by the Grantee to the Director on the date of a letter from the Director indicating that the Temporary PTI has been completed to his satisfaction and the Government shall have the operation right of the Temporary PTI. Notwithstanding the Temporary PTI has been handed over to the Director, the Grantee shall at all times during the period of operation of the Temporary PTI, at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Temporary PTI (including general cleaning of the footpaths, platforms, carriageways and other facilities) to the satisfaction of the Director and the Grantee shall bear all costs incurred in connection with the operation of the Temporary PTI, including but not limited to payment of the electricity consumption for the closed-circuit television system, lighting, ventilation and street furniture;
- (ii) The Government shall have the absolute discretion at any time to permit any person authorized by the Government and members of the public to use the Temporary PTI or any part thereof; and
- (iii) The Grantee shall allow unrestricted and free access to and from the Temporary PTI 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 legislations.
- (d) Upon completion of the Permanent PTI, the Grantee shall at his own expense relocate the Temporary PTI (including the relocation of the closed-circuit television system to the Permanent PTI) to the Permanent PTI and the Grantee shall bear all costs incurred in connection with the relocation of the Temporary PTI. The Grantee shall at his own expenses, within 12 calendar months from the date of completion of the Permanent PTI demolish and remove the Temporary PTI in all respects to the satisfaction of the Director. The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the relocation, termination and removal of the Temporary PTI and no claim shall be made against the Government by the Grantee in respect of such loss, damage, nuisance or disturbance and the Temporary PTI shall be handed back to the Grantee by the Director on the date of a letter from the Director indicating that the Permanent PTI has been completed and made fit for occupation and operation in all respects to his satisfaction;
- (f) For the purpose of this Special Condition, the expression “Grantee” shall mean the person entering into and executing this Agreement.

#### 18. Mass Transit Railway Complex

##### Special Condition No.(31)

- (a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) the Mass Transit Railway facilities and accommodation (hereinafter collectively referred to as “**the Mass Transit Railway Complex**”) within Site M including but not limited to:
  - (i) a maintenance depot and railway workshops together with such ancillary railway structures, facilities, roads and such number of carparks for the parking, loading and unloading of vehicles as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising

legislation within Site M1 (Mass Transit Railway Depot) (which depot, ancillary structures, facilities, roads and carparks are hereinafter collectively referred to as “**the Mass Transit Railway Depot**”) to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);

- (ii) a railway station and platforms together with such ancillary railway structures and facilities as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation within Site M2 (Mass Transit Railway Station) (which station, ancillary structures and facilities together with a police facility room are hereinafter collectively referred to as “**the Mass Transit Railway Station**”) to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);
- (c) The Mass Transit Railway Complex shall not be used for any purpose other than for the purposes of a depot and a station for the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation, together with other Mass Transit Railway operational and ancillary uses and such other uses as may be approved in writing by the Director at his sole discretion PROVIDED THAT in giving approval to such other uses, the Director may impose such terms and conditions, including charging of additional premium or other fees, as he considers appropriate; and
- (d) For the purpose of this special Condition, the expression “Grantee” shall mean the person entering into and executing this Agreement.

#### 19. Storage

##### Special Condition No.(37)

In the event of any part of the lot being used for storage (which storage for the purposes of this Special Condition shall mean storage of building materials which are necessary for development and re-development of the lot), the method of storage of goods and the nature and the volume or quantity of the goods stored in the vicinity of the Mass Transit Railway Complex shall be subject to the approval of the Director and the Director of Fire Services.

#### 20. Mass Transit Railway protection

##### Special Condition No.(38)

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

#### 21. Access to the Mass Transit Railway Complex by the Government

##### Special Condition No.(39)

- (a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorised by it or them, the right of free ingress, egress and regress to, from and through the lot and any structure or structures erected

or to be erected thereon at all reasonable times (upon giving prior notice except in the case of emergency) with or without tools, motor vehicles or equipment for the purposes of inspection in connection with the Mass Transit Railway Complex and the Mass Transit Railway Structures and Installations or any part thereof; and

- (b) The Government, its officers, servants and agents and any other persons authorised 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 him or them of the right of ingress, egress and regress conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

## 22. Access to the Mass Transit Railway Station by the public

### Special Condition No.(40)

The Grantee shall throughout the term hereby agreed to be granted permit at all times members of the public for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through those 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 Mass Transit Railway Station.

## 23. Parking requirements for Residential and Commercial Accommodation

### Special Condition No.(44)(a)

Subject to Special Condition No.(45) hereof, the following spaces shall be provided within the lot to the satisfaction of the Director:

- (i) a total of not less than 2,857 spaces and not more than 4,500 spaces. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided shall not be used for any purpose other than for the purposes of parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the owners or occupiers of the Residential Accommodation;
- (ii) a total of 250 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the owners or occupiers of the Residential Accommodation. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No.(58)(a)(vi) hereof;
- (iii) a total of 333 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance to be used by occupiers and bona-fide visitors or invitees of the occupiers of the Commercial Accommodation. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
- (iv) spaces for the parking of motor cycles to be used by owners, occupiers, visitors or invitees of the owners or occupiers of the Residential Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres

in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location;

- (v) spaces for the parking of motor cycles to be used by occupiers and their bona fide visitors or invitees of the occupiers of the Commercial Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clause (a)(iii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location; and

The spaces so provided shall not be used for any purpose other than for the respective purposes specified in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

- (vi) spaces for the parking of pedal-cycles to be used by owners, occupiers, visitors, or invitees of the owners or occupiers of the Residential Accommodation at the rate of one space for every ten residential flats or part thereof in the building or buildings erected or to be erected on the lot or such other number of spaces as may be determined by the Director (whose determination shall be final and binding on the Grantee).

- (vii) In respect of Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL and Site N:

- (I) Out of the spaces provided under sub-clauses (a)(i), a(ii) and (a)(iii) of this Special Condition (as may be varied under sub-clause (d) of this Special Condition), 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)(ii) of this Special Condition and that the Grantee shall not reserve and designate all of the spaces provided under sub-clause (a)(ii) of this Special Condition to become the Parking Spaces for the Disabled Persons.
- (II) The Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.
- (III) 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 Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL and Site N 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.
- (IV) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

## 24. Loading and Unloading requirements

### Special Condition No.(44)(b)

Subject to Special Condition No. (45) hereof, spaces shall be provided within the lot to the satisfaction of the Director for the parking, loading and unloading of goods and service vehicles at:

- (i) a total of 50 bays for loading and unloading to be used by owners or residents of the Residential Accommodation and the Residential Care Home for the Elderly Accommodation; and
- (ii) the rate of one space for every 1,000 square metres of the gross floor area of the Commercial Accommodation to be used by occupiers of the Commercial Accommodation and the Residential Care Home for the Elderly Accommodation;

Unless otherwise provided in these Conditions, each of the spaces so provided shall have a minimum measurement of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. The spaces so provided shall not be used for any purpose other than for the loading and unloading of respective vehicles in connection with the Residential Accommodation, the Commercial Accommodation, and the Residential Care Home for the Elderly Accommodation. The spaces so provided under sub-clauses (b)(i) and (b)(ii) of this Special Condition shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No. (58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No. (58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No.(58)(a)(vi) hereof.

## 25. Refuse Collection

### Special Condition No.(47)

- (a) The Grantee shall at his own expense provide, maintain and in all respects to the satisfaction of the Director of Food and Environmental Hygiene a comprehensive system of refuse collection for each floor of the building or buildings erected or to be erected on the lot together with such spaces for parking, loading and unloading of refuse collection vehicles as may be approved or required by and in all respects to the satisfaction of the Director of Food and Environmental Hygiene;
- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain with such materials, and to such standards and design and in such location within the lot not less than three refuse collection points each including not less than one parking space for refuse collection vehicle together with such ancillary facilities as the Director of Food and Environmental Hygiene shall approve (hereinafter referred to as the **“Refuse Collection Points”**) in accordance with the Approved Building Plans on such date or dates as may be determined by the Director. Such Refuse Collection Points shall not be taken into account for the purpose of calculating the total gross floor stipulated in Special Condition No.(16)(e) hereof. Each Refuse Collection Point shall occupy an area of not less than 5.60 metres in width and 6.50 metres in length or such dimensions as shall be approved by the Director;
- (c) Upon completion of the works referred to in sub-clauses (a) and (b) of this Special Condition to the satisfaction of the Director of Food and Environmental Hygiene, the Refuse Collection Points shall be maintained by the Grantee at his own expense and to the satisfaction of the Director of Food and Environmental Hygiene;

## 26. Construction of run-in and run-out

### Special Condition No.(49)(c)

- (i) The Grantee shall not exercise the right of ingress and egress in sub-clauses (a) and (b) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress on existing public roads/footpaths outside the lot have been designed and constructed to the satisfaction of the Director. Upon completion of development or redevelopment referred to in sub-clause (b) of this Special Condition or when required by the Director so to do, such run-in and run-out constructed for temporary access shall be removed and the road/footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road/footpath area or areas were prior to construction of run-in and run-out unless otherwise agreed by the Director. The said works of design, construction, removal and reinstatement shall be undertaken by the Grantee at his own expense to the satisfaction of the Director; and
- (ii) Notwithstanding sub-clause (c)(i) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, design, construct, remove and reinstate the run-in and run-out referred to in the said sub-clause (c)(i).

## 27. Right-of-ways to Sub-station and Salt Water Pumping Station

### Special Condition Nos.(49)(d) & (f)

(d) Throughout the term hereby agreed to be granted:

- (i) The Grantee shall, free of cost permit the owners of Tseung Kwan O Town Lot No.80 (which lot is used for the purpose of an electricity sub-station) (hereinafter referred to as **“the Sub-station”**), their servants, visitors, workmen and other persons authorized by them on their behalf with or without tools, equipment and motor vehicles from time to time and at all times during the term hereby agreed to be granted for all lawful purposes connected with the proper use of the Sub-station a right-of-way to pass and repass on, along, over, by and through the areas shown coloured pink hatched red, pink hatched red stippled black and pink hatched black hatched red on Plan I or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion so as to give access to and egress from the Sub-station after completion of the construction of the Sub-station;
- (ii) Subject to sub-clause (d)(i) of this Special Condition, the Grantee shall, during the construction of the Substation in Tseung Kwan O Town Lot No.80, provide temporary free access to and from the lot and the Substation to the owners of Tseung Kwan O Town Lot No.80 and their contractors, workmen and other persons authorized by them on that behalf with or without tools, equipment, machinery or motor vehicles for the purpose of construction of the Sub-station;
- (iii) The Director, his officers and contractors, his or their workmen, with or without tools, equipment, machinery or motor vehicles shall have the right of free ingress, egress and regress to and from the area shown coloured pink hatched red and pink hatched red stippled black on Plan I and the Green Cross-hatched Black Area and the adjacent lot shown and marked “GLA-SK477” on Plan I (which lot is used for the purpose of a salt water pumping station) (hereinafter referred to as **“the Salt Water Pumping Station”**) or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion for the purpose of inspecting, maintaining, repairing and renewing the Salt Water Pumping Station; and
- (f) The Grantee shall at his own expense uphold, maintain and repair the said rights-of-ways and everything forming a portion thereof, all to be done to the satisfaction of the Director;

## 28. Kindergartens

### Special Condition No.(50)

- (a) The Grantee (excluding F.S.I.), shall at his own expense erect, construct, provide, maintain and operate on the lot two kindergartens (hereinafter referred to as **“the Kindergartens”**) at such locations and to such design and standard as shall be approved in writing by the Secretary for Education on or before the 30th day of June, 2012 and the 31st day of December, 2014 respectively for each of the Kindergartens or such other date or dates as may be approved by the Director at his absolute discretion. The Kindergartens shall have a total number of not less than 17 classrooms together with ancillary facilities. The Kindergartens and the ancillary facilities so provided shall not be taken into account for the calculation of the total gross floor area stipulated in Special Condition No.(16)(e) hereof provided that they do not comprise more than 17 classrooms; and
- (b) The Grantee (excluding F.S.I), shall at his own expense erect, construct, provide, maintain and operate on the lot two kindergartens or kindergarten cum child care centres (hereinafter referred to as **“the Kindergartens/Kindergarten Cum Child Care Centres”**) at such location and to such design and standard as shall be approved in writing by the Secretary for Education on or before the 30th day of September 2022 for each of the Kindergartens/Kindergarten Cum Child Care Centres or such other date or dates as may be approved by the Director at his absolute discretion. The Kindergartens/Kindergarten Cum Child Care Centres shall have a total number of not less than 15 classrooms together with ancillary facilities. The Kindergartens/Kindergarten Cum Child Care Centres and the ancillary facilities so provided shall not be taken into account

for the calculation of the total gross floor area stipulated in Special Condition No.(16)(e) hereof provided that they do not comprise more than 15 classrooms.

29. Private Recreational Facilities, Public Open Space and Local Open Space

Special Condition No.(52)

- (a) The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:
- (i) such private recreational facilities and ancillary facilities within the lot (hereinafter referred to as **“the Private Recreational Facilities”**) of such type, size, design, height and any disposition as may be approved in writing by the Director for the use only by the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide visitors. The Private Recreational Facilities shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof (in respect of Site C2, Site D, Site G, Site H, Site I, Site J, Site KL, Site N and Site O only, subject to Special Condition No.(97)(d) hereof and in respect of Site C1 only, subject to Special Condition No.(97)(e) hereof). Any area which is exempted from the gross floor area calculation under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such area as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said area except in accordance with Special Condition No.(58)(a)(vi) hereof;
- (ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as **“the Public Open Space”**) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director’s decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee; and
- (iii) such number of local open spaces within the lot with a total area of not less than 8.147 hectares as may be required by the Director (hereinafter referred to as **“the Local Open Space”**) and including the planting of such shrubs and trees to such level, standard and design as may be approved by the Director to be completed and made fit for use on or before the respective date or dates referred to in Special Condition No.(14)(b) hereof as may be appropriate for Any of the Sites and the remaining part of the lot on which the Local Open Space is provided or to be provided. The Local 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) Subject to Special Condition No.(7)(h)(ii) hereof, the Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Public Open Space and the Local Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director; and
- (c) The Public Open Space shall be open to the public for all lawful purposes freely and without

payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

30. Future Footbridge Associated Structures

Special Condition No.(53)

- (a) (i) The Grantee (excluding his assigns) shall at his own expense on or before such date or dates as may be specified in a letter or letters from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion and thereafter maintain the columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required by the Director (which facilities, structural supports and connections are hereinafter collectively referred to as **“the Future Footbridge Associated Structures”**) linking the lot to future footbridges (hereinafter referred to as **“the Future Footbridges”**) in the positions shown and marked “FB2”, “FB3” and “FB4” on Plan I or at such other points as may be approved in writing by the Director (hereinafter referred to as **“the Locations”**);
- (ii) Throughout the term hereby agreed to be granted, there is reserved to the Director, his officers, contractors, agents, employees and workers and the owner or owners of adjacent or neighbouring lot or lots, his or their officers, contractors, agents, employees, workers and any other person or persons authorised by him or them with or without motor vehicles, equipment, plant, machinery, free of all costs and charges the right to enter into, upon, and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon:
- (I) to carry out work, to connect at the Locations the Future Footbridges to the Future Footbridge Associated Structures (which connection work, are hereinafter referred to as **“the Connections”**) and to thereafter enjoy an easement of support of the Connections and the Future Footbridges; and
- (II) to repair and maintain the Connections and the Future Footbridges.
- (iv) When called upon to do so by the Director, the Grantee or the manager for the time being of the lot or the Owners’ Corporation incorporated under the Building Management Ordinance (Cap. 344) in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding F.S.I. only) and shall be to the satisfaction of the Director;
- (vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

31. Pedestrian link and pedestrian walkway

Special Condition No.(53)

- (b) (i) The Grantee (excluding his assigns) shall within such time limit as shall be required by the Director at his own expense and in all respects to the satisfaction of the Director lay, form,

provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b)(ii) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve;

- (ii) The segregated pedestrian ways or paths referred to in sub-clause (b)(i) of this Special Condition shall follow the shortest possible routes and shall be covered, illuminated, provided with litter bins and constructed and designed so as to:
  - (I) link up each and every building to be erected within Any of the Sites (other than Site M) at such locations and levels of the building as the Director shall approve;
  - (II) link up each of the Sites (other than Site M1 (Mass Transit Railway Depot)) within the lot at such locations and levels as the Director shall approve; and
  - (III) link up all major facilities within the lot including the Commercial Accommodation and Any of the Sites containing open space and community facilities provided thereon.
- (iii) The Grantee (excluding F.S.I. only) shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director;
- (iv) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway with an internal clear width of not less than 4.5 metres so as to link up the Future Footbridges and the Covered Footbridge (as hereinafter defined in Special Condition No.(54)(a) hereof);
- (v) The Grantee shall throughout the term hereby agreed to be granted keep the pedestrian walkway required to be provided under sub-clause (b)(iv) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption;

### 32. Covered Footbridge

#### Special Condition No.(54)

- (a) The Grantee (excluding his assigns) shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at his own expense in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director provide and construct one covered footbridge with an internal clear width of not less than 10 metres with supports, connections, staircases, ramps, facilities for wheelchair users, external and internal fittings, light fittings and signs in the position shown and marked "FB1" on Plan I or at such other location as may be approved by the Director at his absolute discretion (hereinafter referred to as "**the Covered Footbridge**") and thereafter enjoy an easement of support of the Covered Footbridge. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion, whose determination shall be final and binding on the Grantee;
- (b)
  - (i) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge 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;
  - (ii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises; and
  - (iii) The Grantee shall at all times notwithstanding that the Covered Footbridge has been delivered to the Government in accordance with sub-clause (h) of this Special Condition during the day or night throughout the period during which the Covered Footbridge is in

existence permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through the lot, the Covered Footbridge and the building or buildings erected or to be erected thereon;

- (f) The Grantee (excluding F.S.I. only) shall at his own expense manage and maintain the Covered Footbridge in good and substantial repair and condition and shall illuminate the Covered Footbridge at all times in all respects to the satisfaction of the Director until the Covered Footbridge shall have been delivered to the Government pursuant to sub-clause (h) of this Special Condition;
- (h) The Grantee (excluding F.S.I. only) shall when called upon to do so by the Director deliver the Covered Footbridge or any part thereof to the Government without payment or compensation to the Grantee provided always that the Government shall be under no obligation to take possession of the Covered Footbridge or any part thereof at the request of the Grantee, but may do so as and when it sees fit.

### 33. Internal Transport System and Lighting System

#### Special Condition No.(60)

- (a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the lot at such point or points and at such level or levels a road system including roads, pedestrian footbridges, walkways, staircases, cycle tracks, passenger lifts, escalators, ramps, loading and unloading bays and such other transport facilities of such design and specification as may be required by the Director (hereinafter collectively referred to as "**the Internal Transport System**") for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, public light buses and coaches as may be determined by the Commissioner for Transport. The Internal Transport System shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof;
- (b) The Grantee (excluding F.S.I. only) shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee, and authorisation which may be given in the form of By-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions provided that nothing herein contained shall amount to any delegation of any statutory powers or duties under any Ordinance;
- (c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;
- (d) The Grantee shall permit the owners of the Undivided Shares in the lot and other persons authorized by the owners or their assigns with or without motor vehicles to pass and repass freely at all times and for all lawful purposes and free of any payment the roads, lanes, footpaths, pedestrian footbridges, walkways, staircases, and cycle tracks referred to in sub-clause (a) of this Special Condition to and from Any of the Sites;
- (f) The Grantee shall at his own expense provide and maintain an emergency vehicular access for the passage of emergency vehicles to and from the lot at such position or positions as shall be approved by the Director;

34. Hawkers

Special Condition No.(61)

The Grantee shall not permit or suffer any hawker to carry on business within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area (while he is still in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area shall be displayed prominently by the Grantee near all entrances to the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area. For the purposes of this Special Condition, “hawker” shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132) PROVIDED THAT for the purposes of this Special Condition the words “in any public place” shall be omitted from paragraph (a) of such definition and shall be substituted by the words “within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area other than any part thereof permitted to be used for retail purposes in accordance with these Conditions”.

35. Advertisement

Special Condition No.(62)

The Grantee (excluding F.S.I. only) shall not exhibit or permit or suffer to be exhibited on the lot or any part thereof or on any building or buildings erected or to be erected on the lot or on any part thereof externally any placard, poster, sign or advertisement whatsoever except such sign or advertisement as may be approved by the Director.

36. Bonfire

Special Condition No.(64)

The Grantee shall not light any bonfire within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area or any part thereof for burning of debris or any materials.

37. Harbour Area Treatment Scheme Tunnel

Special Condition No.(65)

(a) There is a sewage tunnel constructed below the area shown and marked “Harbour Area Treatment Scheme Tunnel Protection Area” on Plan I and the Government shall have the right to keep, maintain and use the sewage tunnel throughout the term hereby agreed to be granted. No work for any building or engineering foundation, including ground investigation, is to take place within the said Harbour Area Treatment Scheme Tunnel Protection Area unless approval has first been obtained from the Director of Drainage Services. Three sets of plan shall be submitted to the Mainland South Division of Drainage Services Department for approval. The Grantee shall comply with the conditions that may be stipulated by the Director of Drainage Services for the protection of sewage tunnel. Guidance on the measures and requirements likely to be imposed to protect the sewage tunnel is given in the Appendix to the “Practice Note for the Authorised Persons and Registered Structural Engineers No.165” issued by the Buildings Department and the Grantee shall comply with all conditions required by the Director of Drainage Services for the protection of the sewage tunnels;

(b) Except with the prior written consent of the Director of Drainage Services, no structure, piling, blasting, dredging, anchoring or the like shall be exercised within the area shown and marked “ON-SHORE OUTFALL PROTECTION ZONE” on Plan I;

38. Drainage Reserve

Special Condition No.(65)

(c) The Grantee shall not interfere with or build over the area shown coloured pink hatched black, pink hatched black stippled black and pink hatched black hatched red and shown and marked “D.R.” (hereinafter referred to as “**Drainage Reserve**”) on Plan I without the prior approval in writing of the Director. Any structure so permitted to encroach on or to be constructed over or near the Drainage Reserve shall be so designed and constructed as not to overload, impair or damage the culvert structures within the Drainage Reserve and so as to allow adequate space for access to be gained to the culvert structures for the purposes of maintenance, repair or replacement thereof. The Director may impose whatever requirements he in his sole discretion considers necessary in regard to the design of the aforesaid structures;

39. Indoor Recreation Centre<sup>1</sup>

Special Condition No.(66)

(a) The Grantee shall at his own expense within 96 calendar months from the date of this Agreement or such other extended period as may be determined by the Director at his absolute discretion and in accordance with such standards, levels and location as the Director shall first approve in writing form a site within the lot having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre. When the Grantee has completed such formation works to the satisfaction of the Director and when called upon to do so by the Director, the Grantee shall at his own expense surrender the said site to the Government free of costs and consideration within such time as shall be specified by the Director free from compensation, with vacant possession and free from encumbrances provided always that the Government shall be under no obligation to accept surrender of the said site or any part thereof at the request of the Grantee, but may do so as and when it sees fit. The Government shall have the right to construct on the said site an indoor recreation centre (hereinafter referred to as “**the Indoor Recreation Centre**”) and to use the Indoor Recreation Centre or the site for any purpose as it sees fit. The Indoor Recreation Centre erected or to be erected on the said site shall not be taken into account for the calculation of the total gross floor area as stipulated in Special Condition No.(16)(e) hereof;

(b) The Grantee shall allow the Government, his officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles free and uninterrupted right of ingress, egress and regress to and from the Remaining Portion of the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part thereof for the purpose of constructing the Indoor Recreation Centre or any purpose as the Government sees fit. The Director, his officers, contractors and workmen 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 him or them of the right of ingress, egress and regress conferred under this Special Condition and the Grantee shall have no right to compensation whatsoever in respect of any loss, damage, nuisance or disturbance in connection with the provision of the rights of way. When the Indoor Recreation Centre is in operation, the Grantee shall allow members of the public freely and without payment of any nature whatsoever to go in, to, from, pass or through the Remaining Portion of the lot for the purpose of gaining access to and egress from the Indoor Recreation Centre; and

(c) Upon the surrender of the said site in accordance with sub-clause (a) of this Special Condition, there are excepted and reserved to the Government and its assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like rights)

throughout the term hereby agreed to be granted free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from the said site or 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 passing along, through, over, upon, under or in the Remaining Portion of the lot or any buildings, structures and erections thereon or any part or parts thereof for all purposes connected with the proper use and enjoyment of the Indoor Recreation Centre.

#### 40. Cutting away

##### Special Condition No.(68)

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director; and
- (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; and
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

#### 41. Anchor maintenance

##### Special Condition No.(70)

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

fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

#### 42. Spoil or debris

##### Special Condition No.(71)

- (a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties or from the vessels used in the transportation of the aggregates to be used in the temporary concrete production or asphalt production as referred to in Special Condition No.(92)(b) hereof, the Grantee shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down;
- (b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a);

#### 43. Utility Services

##### Special Condition No.(72)

- (a) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations either completed or under construction (all together hereinafter referred to as “**the Works and Services**”) being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Crosshatched Black Area or the Yellow Area, PROVIDED THAT the Grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement and except as provided in Special Condition No.(76) hereof shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or the Yellow Area or any of the Works and Services running on, over, under or adjacent to the lot or any part thereof in any manner or arising out of any such construction, maintenance, renewal or repair work. If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or the Yellow Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as

he considers necessary and the Grantee shall pay to the Government on demand the cost of such works;

- (b) Without prejudice to the sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand the cost of diverting the affected 1,200mm diameter salt water main and 80mm diameter fresh water main, which are likely to be exceeding \$100,000; and
- (c) The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be approved by the Director a development utility spine (hereinafter referred to as "the Utility Spine"). The Utility Spine shall be located at the Depot Roof or station roof or both or at such other height or heights as may be approved by the Director. The Utility Spine shall only be used for the purpose of accommodating communal services for Any of the Sites within the lot, and such communal services shall include but not be limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Spine shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (16)(e) hereof.

#### 44. Construction of sewers, drains and channels

##### Special Condition No.(75)

The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such sewers, 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 sewers, stream-course, catchpit, channel or stormwater 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 sewage, storm-water or rain-water.

#### 45. Connecting drains and sewers

##### Special Condition No.(77)

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 constructed 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 in Government land shall 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.

#### 46. Provision of fire service installations and equipment

##### Special Condition No.(83)

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

#### 47. Ground settlement

##### Special Condition No.(85)

- (a) The Grantee hereby acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result of consolidation of underlying and filling materials or otherwise;
- (d) The Grantee for and on behalf of itself, its successors and assigns hereby expressly waives any and all claims it might have against the Government as a result of or arising out of the reclamation works, and on its behalf and on behalf of its successors and assigns hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or change in level of the lot, and hereby on its behalf and on behalf of its successors and assigns, covenants that it will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or change in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in level was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of this Special Condition;

#### 48. Protection of waterworks structures

##### Special Condition No.(86)

- (b) No structures shall be built, no materials and no containers shall be stored and no trees or shrubs shall be planted within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I without the prior written approval of the Director;
- (c) No planting or obstruction of any kind except turfing shall be permitted within an area of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet;
- (d) No change of existing site condition may be undertaken within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I and the area as stipulated in sub-clause (c) of this Special Condition without the prior approval of the Director of Water Supplies. Rigid root barriers may be required if the clear distance between any proposed tree and any pipe is 2.5 metres or less, and the barrier must extend below the invert level of any pipe;
- (e) Tree planting may be prohibited in the event that the Director of Water Supplies considers that there is any likelihood of damage being caused to water mains;
- (g) No blasting shall be permitted within the lot without the prior written consent of the Director of Water Supplies. If blasting is to be undertaken in the lot, the maximum explosive charge weight per delay period for a blast at a given distance from any waterworks installation or structure within or near to the lot will be imposed on the blasting permit by the Commissioner of Mines; and
- (h) No excavation works adjacent, below or above waterworks structures other than tunnels within the lot shall be permitted without the prior written consent of the Director of Water Supplies.

#### 49. Seawall

##### Special Condition No.(93)

- (a) The Grantee shall not carry out or permit to be carried out any works within the lot which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) adversely affects or is likely to adversely affects the existing seawall and any other marine structures and facilities in the vicinity of the lot. All works within the lot shall be designed and carried out so as to cater for the effect of any future reclamation of the foreshore near the lot and not to adversely affect the existing seawall and other marine structures and facilities in the vicinity of the lot and the Grantee shall have no right to any compensation under the Foreshore and Sea-bed (Reclamations) Ordinance in respect of any such reclamation;



- (d) No alteration works to the existing seawall and any other marine structures and facilities in the vicinity of the lot shall be carried out without the prior written consent of the Director. Any approved alteration works shall be carried out to the satisfaction of the Director. Any alteration works done by the Grantee with the prior written consent of the Director to the existing seawall and other marine structures and facilities within or formed for provision of services to or formed for the support or protection of the lot shall be protected against damage and maintained by the Grantee at his own costs until the alteration works are completed to the satisfaction of the Director.

#### 50. Marine and littoral refuse

##### Special Condition No.(94)

- (a) No material, earth, refuse, debris, spoil of whatever nature, pollutants whether liquid or solid, untreated sewage or other effluent or waste matter of any kind shall be deposited in the sea or upon the foreshore or sea bed;
- (b) The Grantee shall at his own expense take appropriate measures to the satisfaction of the Director to prevent any material, earth, refuse, debris, spoil, pollutants, sewage or other effluent or waste matter from either entering the sea or becoming deposited on the foreshore or sea bed;

#### 51. Brown Area

##### Special Condition No.(99)

- (a) The Grantee shall :-
- (i) (I) on or before the 31<sup>st</sup> day of March, 2017 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) a paved way within the area shown coloured brown to the south of the lot at Road D9 on Plan I so that pedestrian and vehicular traffic can be carried thereon for the purpose of ingress to or egress from the lot; and
- (II) on or before the 30<sup>th</sup> day of September, 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the area shown coloured brown to the north of the lot and marked "Elevated Road on Proposed Road L861" on Plan I in such manner, with such installations, structures and materials, to such standards, levels, alignment, width and design as the Director in his discretion may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavement or such other structures) so that vehicular traffic may be carried thereon (the brown areas referred to in sub-clauses (a)(i)(I) and (a)(i)(II)) of this Special Condition are hereinafter collectively referred to as "**the Brown Area**"); and
- (ii) at his own expense uphold, manage, maintain and repair the Brown Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Brown Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.
- (c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the brown area referred to in sub-clause (a)(i)(I) of this Special Condition for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or parts of the said brown area shall be re-delivered to the Government by the Grantee free of cost on demand

of the Director provided always that the Government shall not be compelled to take back possession of the said brown area or any part or parts thereof.

- (d) The Grantee shall not without the prior written consent of the Director use the Brown Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

#### 52. Yellow Hatched Black Area

##### Special Condition No.(100)

- (a) The Grantee shall :-
- (i) on or before the 31<sup>st</sup> day of December, 2021 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director landscape the area shown coloured yellow hatched black on Plan I (hereinafter referred to as "**the Yellow Hatched Black Area**"); and
- (ii) at his own expense uphold, manage, maintain and repair the Yellow Hatched Black Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Yellow Hatched Black Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.
- (c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the Yellow Hatched Black Area for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or parts of the Yellow Hatched Black Area shall be re-delivered to the Government by the Grantee free of cost on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Hatched Black Area or any part or parts thereof.
- (d) The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

#### 53. No grave or columbarium permitted

##### Special Condition No.(104)

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.

#### 54. Greenery Area

##### Special Condition No.(105)

In respect of Site D and Site KL, subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.7 hereof) of the lot or any part thereof:

- (a) without prejudice to the provisions of Special Condition No.(7) hereof, the Grantee shall at his own expense submit to the Director of Buildings (hereinafter referred to as "**the D of B**") for his written approval a plan respectively indicating such portion or portions of Site D and Site KL or building or buildings erected or to be erected on Site D and Site KL at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "**the Greenery Area**"), the layout and size of the Greenery Area and such other information (including but not limited to the location and

particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "**Greenery Submission**"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of Site D and Site KL or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as "**the Approved Greenery Submission**";

- (b) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B; and
- (c) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No.(58)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

Notes:

1. Pursuant to a letter dated 14 October 2020 issued by the Railway Development Section, Lands Department ("**the Letter**"), subject to the acceptance of the terms of the Letter by MTR Corporation Limited (i.e. the Owner), the dates for completion of development, formation/landscape or construction (as the case may be) of the following sites, coloured areas and Government Accommodations under the Land Grant will be amended as follows :-

Site	To be completed on or before
Site C1	31 March 2023
Site C2	30 June 2026
Site D	31 March 2027
Site H	30 June 2022
Site I	30 June 2023
Site J	31 March 2023
Coloured Areas	To be completed on or before
Green Stippled Black Area	31 March 2023
Green Hatched Black Stippled Black Area	31 March 2023
Green Cross-hatched Black Area	30 June 2021
Brown Area to the north of the Lot and marked "Elevated Road on Proposed Road L861" on Plan I	31 March 2023
Yellow Hatched Black Area (See Note 2 below)	30 June 2022
Government Accommodation	To be completed on or before
Permanent PTI	15 October 2020
Centre for Community Care and Support Services for the Elderly Accommodation	31 March 2023
Supported Hostel for Mentally or Physically Handicapped Persons	31 March 2023
Early Education and Training Centre	31 March 2023
Public Toilet	15 October 2020
Primary and Secondary Schools	30 June 2024
Soccer Pitch	30 June 2024

MTR Corporation Limited has accepted the terms of the Letter on 2 November 2020 and the Letter acknowledged by MTR Corporation Limited has been registered in the Land Registry by Memorial No.20110401260017.

2. Pursuant to a letter dated 4 February 2021 issued by the Railway Development Section, Lands Department to MTR Corporation Limited, the deadline for completion of formation/landscape of the Yellow Hatched Black Area under the Land Grant has been further extended to 31 December 2023 or such other date as may be approved by the Director of Lands.
3. Pursuant to a letter dated 23 March 2021 issued by the Railway Development Section, Lands Department to MTR Corporation Limited:
  - (a) pursuant to Special Condition No.(17)(a)(x), the Grantee shall not be required to fulfill the obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December 2021 or such other date or dates as determined by the Director at his absolute discretion; and
  - (b) pursuant to Special Condition No.(17)(a)(xi), the Grantee shall not be required to construct or provide the soccer pitch with ancillary facilities upon written notification to that effect by the Director on or before the 31st day of December 2021 or such other date or dates as determined by the Director at his absolute discretion.

1. 「期數」位於將軍澳市地段第70號餘段「地盤」。
2. 將軍澳市地段第70號餘段(「該地段」)乃「政府」根據2002年5月16日所訂之「新批地文件」第9689號批授，批租年期為2002年5月16日開始50年，2052年5月15日期滿終止。「新批地文件」第9689號先後於2005年4月19日、2006年4月13日、2008年3月19日、2009年5月11日、2012年9月11日、2014年8月1日、2015年1月5日、2015年4月24日、2015年7月30日、2015年11月11日、2016年2月15日、2016年5月20日、2016年10月5日、2017年1月16日、2017年1月26日、2019年4月11日、2019年6月28日、2020年3月30日、2020年12月8日及2021年2月4日分別以「批地條款修訂書」第05042602320188號、06042800110014號、08032801320019號、09051501940319號、12091403070069號、14081201890016號、15010900340012號、15042901080159號、15080701750014號、15111800950014號、16021701150013號、16052501410014號、16101102220023號、17012300360016號、17021301120016號、19041700760014號、19071101700014號、20041700430016號、20121600210025號及21021700940031號修訂及修改(「批地文件」)，並在土地註冊處註冊。

### 3. 車位讓與權的限制：

#### 第(57)(a)條批地特別條款

除本文第(5)、(25)、(32)、(34)、(36)及(66)條批地特別條款另有規定外，及除本文第(33)及(58)(d)條批地特別條款和本批地特別條款(b)款另有規定外，在各方面符合此等條款(釋義以第13條批地一般條款所訂為準)的規定使地政總署署長(「署長」)滿意之前，除得到「署長」事先書面同意並符合「署長」訂下的任何條件(包括「署長」要求須予以支付的費用)外，「承批人」(釋義以第13條批地一般條款所訂為準)不得：

- (i) 轉讓、出租、放棄管有或以其他方式處置該地段或其任何部份或其中任何權益或其上的任何建築物或建築物之部份(不論是否透過直接或間接保留方式、授予優先購買權、選擇權或委託授權或各種其他方法、安排或文件)，或訂立任何協議以進行上述事宜；
- (ii) 依據不論目前或將來的、有條件或無條件的任何交易，直接或間接或透過律師、代理人、承辦商、受託人或透過「承批人」或其被提名人直接或間接擁有股份的公司或擁有「承批人」股份的公司或以其他形式，兜攬或接受任何金錢、金錢等值物或任何種類的其他有價值代價，從而出售、轉讓、出租或以其他方式處置或影響該地段或其任何部份或其中任何權益或其上任何建築物或建築物之部份，或訂立任何協議以進行上述事宜；或
- (iii) 將該地段或其任何部份或其中任何權益用作按揭或押記，但為了按照此等條款對其進行發展之目的則除外，而且只能採用建築按揭形式。為此目的，現同意建築按揭為：
  - (I) 該地段乃按揭或押記予持牌銀行或按《銀行條例》第16條授權的註冊接受存款公司，用以作為已經或將會貸給「承批人」的款項(及其引致的利息)之擔保，而該等款項僅可用作按此等條款開發該地段和就該項開發及按揭支付有關的法律及其他專業費用(惟該等費用的總額不得超過按揭擔保的總金額之5%)，不得作其他目的；
  - (II) 根據建築按揭，該等貸款(若工程已完成)將僅以認可人士(由「承批人」為了開發該地段而按《建築物條例》、其下的任何規例和任何修訂法例委任)不時核實為「承批人」就開發該地段已經招致的金額向「承批人」作出；及
  - (III) 根據建築按揭，承批人有責任於收到相當於「署長」批准的關於該地段一份數或權益的買賣合約下之總買價的金額時，無條件地將該地段份數或權益從該按揭解除出來。

### 4. 用途

#### 第(15)條批地特別條款

- (a) 遵從此等「批地條款」(釋義以第13條批地一般條款所訂為準)及特別遵從本批地特別條款(b)款之規定，該地段或其任何部分或現已或將會建於該地段之任何建築物或任何建築物

部分除作非工業用途(不包括酒店、加油站及貨倉)外，概不可作任何其他用途；

- (b) 如非事前獲「署長」書面批准並且符合本文第(31)(a)(i)及(31)(a)(ii)條批地特別條款之規定，「地盤M」(釋義以第(12)條批地特別條款所訂為準)或其任何部分或現已或將會建於其上之任何建築物或任何建築物部分除用作「港鐵車廠」及「港鐵車站」(釋義分別以第(31)(a)(i)及(31)(a)(ii)條批地特別條款所訂為準)外，概不可作任何其他用途；及
- (c) 茲毋損本批地特別條款(a)款及本文第(17)條批地特別條款之一般規定，該地段或其任何部分或現已或將會建於該地段之任何建築物或任何建築物部分除遵照此等「批地條款」、「核准園景美化建議書」(釋義以第(7)(d)條批地特別條款所訂為準)及「核准建築圖則」(釋義以第(13)(b)條批地特別條款所訂為準)的設計、構造及作原擬的用途外，概不可作任何其他用途。

### 5. 「承批人」賠償

#### 第4條批地一般條款

「承批人」現簽訂「租契協議備忘錄」(釋義以第13條批地一般條款所訂為準)，即表示倘任何毗連或毗鄰土地受損，而地政總署署長(以下簡稱「署長」)認為(其意見將作終論並對「承批人」具約束效力)有關損害乃因「承批人」遵照「批地條款」進行任何影響該地段或該處任何部分的發展、重建或其他工程所致，「承批人」將承擔責任向「政府」賠償由此招致之所有訴訟、法律程序、責任、索求、費用、開支及索償，並確保「政府」免責。

### 6. 維修

#### 第7條批地一般條款

- (a) 「承批人」應在本文協定的整個批租期內遵照此等「批地條款」進行建造或重建(本詞指下文(b)款所述的重建工程)：
  - (i) 依照經批核的設計、規劃或高度及任何核准建築圖則(不得作任何更改或修改)維修所有建築物；
  - (ii) 維修現已或此後將會按照經建築事務監督批核各圖則、此等「批地條款」或日後任何合法修訂條文建造的所有建築物，使其維修充足及狀態良好，以及於批租期屆滿或提前終止時以同等的維修及狀態交還此等建築物。
- (b) 如於本文協定的批租期任何時期內拆卸該地段或其任何部分的現有建築物，「承批人」必須另建良好健全的一座或多座同類型建築物而樓面總面積不少於現有建築物或有關類型及價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」應在拆卸前向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三個曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。

### 7. 私家街、私家路及後巷

#### 第9條批地一般條款

此等「批地條款」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的該地段範圍。無論屬何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈建設工程，費用則由「承批人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批授的該地段一部分並獲許同意出租，「承批人」應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔經「署長」核實的路燈安裝工程資本開支，並且允許工人及車輛自由進出該地段範圍，以便安裝及維修路燈。

## 8. 園景美化

### 第(7)條批地特別條款

- (d) 該地段發展或重建後，「承批人」應依照經核准的「概念規劃建議書」(釋義以第(7)(a)條批地特別條款所訂為準)及「詳細規劃建議書」(釋義以第(7)(a)條批地特別條款所訂為準)進行園景美化工程，如非事前獲「署長」書面同意，概不可修改、更改、改動、改變或取代；
- (e) 「承批人」須自費建造及嗣後保養和維修園景美化工程，以保持其清潔整齊、功用良好及健全，全面令「署長」滿意。

### 第(102)條批地特別條款

- (b) (ii) 「地盤C1」須有不少於百分之三十(30%)面積及「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」分別須有不少於百分之二十(20%)面積種植樹木、灌叢或其他植物；
- (iii) 本批地特別條款(b)(ii)款所載的有關「地盤C1」的百分之三十(30%)面積中不少於百分之五十(50%)及有關「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的百分之二十(20%)面積中不少於百分之五十(50%)(「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」各自的相關面積以下簡稱「各自綠化地方」)應設於規劃署署長全權酌情指定的位置或樓層，以致任何行人可看見或進入「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的人士或人均可通行每個「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的「各自綠化地方」；
- (v) 規劃署署長可全權酌情接受「承批人」建議的其他非植樹綠化特色，以代替栽種樹木、灌叢或其他植物。
- (c) 「承批人」應自費按照「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的核准園景美化總綱建議書在該處進行「署長」全面滿意的園景綠化工程。如非事前獲「署長」書面同意，概不可更改、修改、修訂、改動或取代核准園景美化總綱建議書。
- (d) 嗣後「承批人」應自費保養及維修園景美化地方，以保持安全、清潔、整齊及健康，全面令「署長」滿意。

### 第(103)條批地特別條款

如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不可移除或干預任何現於「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤KL」及「地盤N」或毗連土地生長的樹木。

## 9. 「黃色範圍」

### 第(7)條批地特別條款

- (f) 「承批人」應：
- (i) 自進「進出黃色範圍部分的權利」(在本批地特別條款(1)中定義)終止之日起24個月內，或「署長」批准的其他日期或之前，自費以「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線和設計，在「批地文件」所夾附圖則I以黃色顯示的地方(「黃色範圍」)鋪設、平整、提供、建造、鋪築表面及排水渠(包括提供和建造下水道、高架道、污水管、排水渠、行人路或「署長」全權酌情規定的其他構築物)，全面令「署長」滿意；及
- (ii) 自費保養、管理、維修和修理「黃色範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色範圍」的管有權，連同在該處提供及裝設的所有構築物及服務按照本批地特別條款(h)(ii)款規定交還「政府」為止。

- (h) (ii) 「政府」保留權利在其視為恰當時收回「黃色範圍」或其任何部分之管有權作任何用途(「署長」就此作出的決定將作終論)，而毋須向「承批人」支付任何款項或補償。「承批人」應在「署長」通知時將「黃色範圍」交還「政府」，惟「政府」毋須強迫性收回「黃色範圍」或其任何部分之管有權。直至「黃色範圍」的管有權交還「政府」為止，「承批人」必須承擔責任保養、維修和修理「黃色範圍」連同本批地特別條款(f)(ii)款訂明在該處提供及裝設之所有構築物及服務。
- (i) (I) 如非事前獲「署長」書面同意，「承批人」不得使用「黃色範圍」或其任何部分儲物或在該處搭建任何臨時構築物或作任何用途；及
- (II) 如非事前獲土木工程拓展署署長書面同意，「承批人」不得在建造或建築於毗連「黃色範圍」的海堤進行任何更改工程。
- (l) 在「承批人」管有「黃色範圍」或其任何部分時，當「署長」有書面要求時，「承批人」須准許政府、土木工程拓展署署長、其官員、承辦商、代理人及獲其授權的任何人於2013年5月10日及2013年5月16日在憲報刊登的第209506/GZ/203號圖則所劃定的工地範圍或其任何部分(以下簡稱「黃色範圍部分」)內，在有或沒有汽車、工具、設備、裝置、材料和機械的情況下，為建造跨灣連接路之目的，在任何時間全權及自由地在黃色範圍部分或其他地方(於「署長」在絕對酌情權的情況下指明的某個或多個地點和水平高度)進出(以下簡稱「進出黃色範圍部分的權利」)，直至「署長」透過書面通知「承批人」終止進出黃色範圍部分的權利的日期為止。「承批人」須就上述建築工程有關的所有事宜與政府及土木工程拓展署署長充分合作。「署長」就黃色範圍部分的範圍、地點和水平高度以及工程範圍的界限所作出的決定，均為最終及決定性的，並對「承批人」具有約束力。
- (m) 政府及土木工程拓展署署長及其官員、承辦商、代理人及獲其授權的任何人任何人士因或就根據本文第(1)條批地特別條款行使權利時，而對「承批人」或任何人造成或使其遭受任何損失、損害、滋擾或騷擾，政府及土木工程拓展署署長及其官員、承辦商、代理人及獲其授權的任何人任何人士對此一概不負上責任。任何人均不得對政府或其他人士就任何損失、損害、滋擾或騷擾提出任何索賠要求。
- (n) 「承批人」在管有「黃色範圍」的所有合理時間內，須批准政府、其官員、承辦商、代理人及獲其授權的任何人，在有或沒有汽車、工具、設備、裝置、材料和機械的情況下全權及自由地進出及通過「黃色範圍」，以便對跨灣連接路或任何公共道路或「署長」在絕對酌情權下認為有必要在「黃色範圍」施展的任何其他工程，進行檢查、監督、修理、更改、恢復、維修、維護、升級或改善工程。政府及其官員、承辦商、代理人及獲其授權的任何人任何人士因或就根據本文第(n)條批地特別條款行使權利時，而對「承批人」造成或使其遭受任何損失、損害、滋擾或騷擾，均對此一概不負上責任，及「承批人」均不得對政府或其他人士就任何損失、損害、滋擾或騷擾提出任何索賠要求。

## 10. 「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」

### 第(8)條批地特別條款

- (b) 「承批人」應自費以「署長」全面滿意的方式：
- (i) 遵從本文第(89)條批地特別條款之規定：
- (I) 於2022年9月30日或「署長」指定的其他日期或之前，採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造「圖則I」以綠色加黑點顯示之擬建公共道路部分(以下簡稱「綠色加黑點範圍」)(包括提供及建造橋樑、隧道、上跨路、下通道、下水道、行人隧道、高架道路、行車天橋、行人路或其他構築物)，以便車輛行駛；及
- (II) 於2016年6月30日或「署長」指定的其他日期或之前，依照本文夾附的「工程規格附表」，在「圖則I」以綠色顯示的地方(以下簡稱「綠色範圍」)進行及建造日後道路交界處之改善工程及相關工程；

- (ii) 於2022年9月30日或「署長」所指定其他日期或之前，在「圖則I」以綠色間黑斜線加黑點顯示之擬建公共道路部分(以下簡稱「綠色間黑斜線加黑點範圍」)鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道設施及道路標記，以及相關的工程和交通改道設施，以便車輛在其上行駛；
- (iii) 於2012年6月30日或「署長」所指定其他日期或之前，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供及建造「圖則I」以綠色間黑斜線顯示之擬建公共道路部分(以下簡稱「綠色間黑斜線範圍」)(包括提供及建造上跨路、下通道、斜路、行人道、單車徑或「署長」全權酌情指定的其他隧道改良結構，以便在該處進行建造工程及供車輛和行人往來)。然而，「署長」具有絕對酌情權決定是否需要規定拓建「綠色間黑斜線範圍」，如無需要，「承批人」在接獲「署長」於2003年2月1日或之前發出相關書面通知後毋須履行本責任。「承批人」概無權利或申索權向「政府」要求任何形式的補償，包括關乎「署長」行使酌情權作出決定並根據本款規定發出通知書，以致「承批人」必須履行本項責任所招致的費用或開支；
- (iv) 於2020年12月31日或「署長」所指定其他日期或之前，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑十字線顯示之擬建公共道路部分(以下簡稱「綠色間黑十字線範圍」)(包括提供和建造上跨路、下通道、行人道、單車徑或「署長」全權酌情指定的其他構築物，以便在該處進行建造工程及供車輛和行人往來)；
- (v) 於本批地特別條款(b)(i)、(b)(ii)、(b)(iii)及(b)(iv)款分別訂明的期限內，在「綠色範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
- (vi) 維修「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」連同在該處建造、安裝和提供之所有構築物、服務、街燈、街道設施及機器，直至「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」遵照本文第(9)(a)條批地特別條款交還「政府」為止。

#### 第(9)條批地特別條款

- (a) 茲只限於為執行本文第(8)條批地特別條款訂明的必要工程，「承批人」將在「署長」發予「承批人」的一份或多份函件所註明的一個或多個日期，獲批授「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」的管有權。「署長」向「承批人」發出一份或多份函件證明本文第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款規定所須進行之工程已完成后及「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」構成公共道路的一部分或多於一部分時，「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部分將被視作已交還「政府」。「承批人」管有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」期間，必須允許所有「政府」及公眾車輛和行人在所有合理時間免費自由地通行及行經「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」。
- (c) (i) 倘於「承批人」根據本批地特別條款(a)款規定向「政府」交還「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」或其任何部分之管有權當日後365日內(以下簡稱「公共道路保修責任期」)出現第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款所載的公共道路任何不良缺點(不論關乎工藝、質料、設計等)，以致引起任何索償、費

用、收費或損害賠償，「承批人」將向「政府」作出賠償並確保其免責。茲就本款而言，「署長」對是否存在不良缺點所作的決定將作終論，並對「承批人」約束；

- (ii) 「承批人」應自費在「署長」向其發出書面通知指定的期限內執行所有修理、修改、再建造及糾正工程，以處理任何在「公共道路保修責任期」內出現的不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他故障。於施工期間，「承批人」時刻也不可導致公共道路的使用及運作受阻。

#### 第(10)條批地特別條款

- (a) 如非事前獲「署長」書面同意，「承批人」不可使用「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」儲物或在該處搭建任何臨時構築物。

### 11. 建築契諾

#### 第(14)條批地特別條款

- (a) 「承批人」應發展該地段，即全面遵照此等「批地條款」和在任何時間於香港生效的所有建築、衛生及規劃條例、附例和規例，在該處建造一座或多座建築物。上述的一座或多座建築物應在2027年6月30日建成並適宜居住。
- (b) 儘管有本批地特別條款(a)款之規定，以及遵從本文第(16)(a)(vi)及(16)(b)條批地特別條款之規定：
- (i) 現已或將會為「地盤AB」興建的一座或多座建築物或其任何部分應在2013年12月31日或之前、「地盤AB」「到期日」後96個曆月內或「署長」於「地盤AB」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；
- (ii) 現已或將會為「地盤C1」興建的一座或多座建築物應在2022年9月30日或之前建成並適宜居住；
- (iii) 現已或將會為「地盤C2」興建的一座或多座建築物或其任何部分應在2025年12月31日；
- (iv) 現已或將會為「地盤D」興建的一座或多座建築物或其任何部分應在2026年9月30日或之前建成並適宜居住；
- (v) 現已或將會為「地盤E」興建的一座或多座建築物應在2014年9月30日或之前建成並適宜居住；
- (vi) 現已或將會為「地盤F」興建的一座或多座建築物應在2011年6月30日或之前建成並適宜居住；
- (vii) 現已或將會為「地盤G」興建的一座或多座建築物應在2021年6月30日或之前建成並適宜居住；
- (viii) 現已或將會為「地盤H」興建的一座或多座建築物應在2021年12月31日或之前建成並適宜居住；
- (ix) 現已或將會為「地盤I」興建的一座或多座建築物應在2022年12月31日或之前建成並適宜居住；
- (x) 現已或將會為「地盤J」興建的一座或多座建築物應在2022年9月30日或之前建成並適宜居住；
- (xi) 現已或將會為「地盤KL」興建的一座或多座建築物應在2027年6月30日或之前建成並適宜居住；
- (xiii) 現已或將會為「地盤N」興建的一座或多座建築物應在2021年9月30日或之前建成並適宜居住；及

- (xiv) 現已或將會為「地盤O」興建的一座或多座建築物應在2021年3月31日或之前建成並適宜居住。

## 12. 發展條款

### 第(16)條批地特別條款

遵從此等「批地條款」，如該地段或其任何部分進行發展或重建(上述兩詞純粹指第7條批地一般條款所載的重建項目)：

- (a) 「承批人」必須並且只可在該地段興建、建造、提供及維修：
- (i) 本文第(31)條批地特別條款所載的「港鐵綜合大樓」；
- (ii) 本文第(17)條批地特別條款所載的「政府樓宇」；
- (iii) 構成「港鐵車廠」結構屋頂(以下簡稱「車廠屋頂」)的高架建築平台，高度不可超出「香港主水平基準」18.5米或「署長」按照「核准建築圖則」所示尺寸、樓層、地點及位置批准的其他高度。「車廠屋頂」和附屬、從屬或屬於該處所有構築物的設計、規格及建造(包括使用的物料)事前必須經「署長」書面批准，而在「署長」發出書面批准之前概不可展開建造工程；
- (iv) 分別於本文第(50)(a)條批地特別條款所載的「幼稚園」及本文第(50)(b)條批地特別條款所載的「幼稚園/幼稚園暨幼兒中心」；
- (vi) (I) 作住宅用途的地方及設施(以下統稱「住宅樓宇」)，由不少於20,000個居住單位及不多於25,700個居住單位組成。樓面總面積不少於1,397,500平方米和不超過1,612,800平方米；及
- (II) 作商業用途的地方及設施(以下統稱「商業樓宇」)，樓面總面積不少於30,000平方米和不超過50,000平方米；
- (b) (i) 儘管本批地特別條款(a)(vi)款之規定，「承批人」亦必須並且只可在該地段：
- (i) 就「地盤AB」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少2,474個；最多4,272個，樓面總面積不少於185,818平方米和不超過309,696平方米；
- (II) 合共855個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 合共50個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (IV) 合共91個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每十個或不足十個住宅單位設有一個車位；
- (VI) 合共10個本文第(44)(b)(i)條批地特別條款訂明的車位；及
- (VII) 一間本文第(50)(a)條批地特別條款訂明的幼稚園，內設8個課室，樓面總面積不超過800平方米，連同2個車位供停泊車輛，每個最少闊2.5米長5.0米，淨空高度最少2.4米，另設3個停車等候車位供校巴上落乘客，每個最少闊3.5米長7米，淨空高度最少3.6米；
- (ii) 就「地盤C1」興建、建造、提供和維修：
- (I) 地方及設施，樓面總面積不少於96,050平方米和不超過114,760平方米，當中包括：
- (A) 「住宅樓宇」，居住單位數目最少960個；樓面總面積不少於67,070平方米和不超過70,260平方米；及
- (B) 「商業樓宇」，樓面總面積不少於28,980平方米和不超過44,500平方米；

- (II) 合共180個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 合共10個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (IV) 合共333個本文第(44)(a)(iii)條批地特別條款訂明的車位；
- (V) 合共19個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VI) 合共33個本文第(44)(a)(v)條批地特別條款訂明的車位；
- (VII) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每十個或不足十個住宅單位設有一個車位；
- (VIII) 合共2個本文第(44)(b)(i)條批地特別條款訂明的停車處；
- (IX) 合共45個本文第(44)(b)(ii)條批地特別條款訂明的停車處，儘管本文第(44)(b)條批地特別條款另有規定，提供的45個車位其中28個停車處須每個最少闊3.5米長7.0米，淨空高度最少3.6米；
- (X) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(ii)(II)、(b)(i)(ii)(III)及(b)(i)(vii)(IV)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；及
- (XI) 一間本文第(50)(b)條批地特別條款訂明的幼稚園/幼稚園暨幼兒中心，內設9個課室，樓面總面積不超過1,160平方米，連同2個車位供停泊車輛，每個最少闊2.5米長5.0米，淨空高度最少2.4米，另設3個停車等候車位供校巴上落乘客，每個最少闊3.5米長7米，淨空高度最少3.6米；
- (iii) 就「地盤C2」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,217個；樓面總面積不少於85,025平方米和不超過88,858平方米；
- (II) 合共245個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓設有五個車位；
- (IV) 按照本文第(44)(a)(iv)條批地特別條款規定的車位，比率為根據此特別條款的(b)(i)(iii)(II)及(b)(i)(iii)(III)款所指的所有車位數目的10%；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每十個或不足十個住宅單位設有一個車位；
- (VI) 按照本文第(44)(b)(i)條批地特別條款規定的停車處，比率為每幢住宅大樓設1個停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(iii)(II)及(b)(i)(iii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (iv) 就「地盤D」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,217個，樓面總面積不少於85,025平方米及不超過89,290平方米；
- (II) 「長者社區照顧及支援服務中心樓宇」(本文第(17)(a)(ii)(iii)條批地特別條款訂明)。「長者社區照顧及支援服務中心樓宇」應在本文第(17)(a)(ii)(iii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (III) 「弱智人士或肢體傷殘人士輔助宿舍」(本文第(17)(a)(iii)條批地特別條款訂明)。「弱智人士或肢體傷殘人士輔助宿舍」應在本文第(17)(a)(iii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適

- 宜佔用及營運；
- (IV) 「早期教育及訓練中心」(本文第(17)(a)(vii)條批地特別條款訂明)。「早期教育及訓練中心」應在本文第(17)(a)(vii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (V) 合共251個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (VI) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (VII) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的(b)(i)(iv)(V)及(b)(i)(iv)(VI)款所指的所有車位數目的10%；
- (VIII) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
- (IX) 就此批地特別條款第44(b)(i)條所規定的停車處，比率為每幢住宅大樓設1個停車處；及
- (X) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(iv)(V)及(b)(i)(iv)(VI)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (v) 就「地盤E」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,533個；最多1,648個，樓面總面積不少於111,384平方米和不超過128,544平方米；
- (II) 「永久公共運輸交匯處」各部分(釋義以本文第(17)(a)(i)條批地特別條款所訂為準)；
- (III) 合共330個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (IV) 合共20個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (V) 合共35個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VI) 合共132個本文第(44)(a)(vi)條批地特別條款訂明的車位；
- (VII) 合共4個本文第(44)(b)(i)條批地特別條款訂明的停車處；及
- (VIII) 一間本文第(50)(a)條批地特別條款訂明的幼稚園，內設9個課室，樓面總面積不超過1,000平方米，連同2個車位供停泊車輛，每個最少闊3.0米長7.0米，淨空高度最少2.4米；
- (vi) 就「地盤F」興建、建造、提供和維修：
- (I) 樓面總面積不少於136,540平方米的地方及設施，當中包括：
- (A) 「住宅樓宇」，居住單位數目最少1,950個，最多2,096個，樓面總面積不超過136,240平方米；
- (B) 「商業樓宇」，樓面總面積不少於300平方米，但不可超過500平方米；及
- (C) (i) 一間安老院(以下簡稱「安老院」)，樓面總面積不超過3,100平方米。計算本文第(16)(e)條批地特別條款所訂現已或將會建於該地段的一座或多座建築物的樓面總面積時，「安老院」將會連計在內；
- (ii) 一個供停泊車輛的車位，最少闊3.0米長7.6米，淨空高度最少2.8米，位置應靠近「安老院」。該車位不可計入本文第(44)條批地特別條款所載的車位；
- (iii) 一間「安老院」連同本批地特別條款(b)(i)(vi)(I)(C)(ii)款

- 訂明的車位(以下統稱「安老院樓宇」)。「安老院樓宇」應在本文第(14)(b)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (II) 「社區會堂樓宇」(本文第(17)(a)(v)(III)條批地特別條款訂明)。「社區會堂樓宇」應在本文第(17)(a)(v)(III)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (III) 「綜合青少年服務中心」(本文第(17)(a)(vi)條批地特別條款訂明)。「綜合青少年服務中心」應在本文第(17)(a)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (IV) 合共300個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (V) 合共25個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (VI) 合共16個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VII) 合共65個本文第(44)(a)(vi)條批地特別條款訂明的車位；及
- (VIII) 合共5個本文第(44)(b)(i)條批地特別條款訂明的停車處；
- (vii) 就「地盤G」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,228個，樓面總面積不少於85,800平方米及不超過102,336平方米；
- (II) 「永久公共運輸交匯處」部分範圍(釋義以本文第(17)(a)(i)條批地特別條款所訂為準)；
- (III) 「公共廁所」(釋義以本文第(17)(a)(ix)條批地特別條款所訂為準)；
- (IV) 合共263個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (V) 合共15個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (VI) 合共28個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VII) 合共237個本文第(44)(a)(vi)條批地特別條款訂明的車位；
- (VIII) 合共3個本文第(44)(b)(i)條批地特別條款訂明的停車處；
- (IX) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(vii)(IV)及(b)(i)(vii)(V)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (viii) 就「地盤H」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,168個，樓面總面積不少於81,640平方米及不超過97,000平方米；
- (II) 合共255個本文第(44)(a)(i)條批地特別條款訂明的車位
- (III) 合共15個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (IV) 合共27個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每十個或不足十個住宅單位設有一個車位；
- (VI) 合共3個本文第(44)(b)(i)條批地特別條款訂明的停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(viii)(II)及(b)(i)(viii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (ix) 就「地盤I」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少751個，樓面總面積不少於52,520平方米及不超過75,400平方米；

- (II) 合共178個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (IV) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的(b)(i)(x)(II)及(b)(i)(x)(III)款所指的所有車位數目的10%；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
- (VI) 就此批地特別條款第44(b)(i)條所規定的停車處，比率為每幢住宅大樓設1個停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (x) 就「地盤J」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,250個，樓面總面積不少於87,360平方米及不超過104,110平方米；
- (II) 合共274個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (IV) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的(b)(i)(x)(II)及(b)(i)(x)(III)款所指的所有車位數目的10%；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
- (VI) 就此批地特別條款第44(b)(i)條所規定的停車處，比率為每幢住宅大樓設1個停車處；
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；及
- (VIII) 一間本文第(50)(b)條批地特別條款訂明的幼稚園或幼稚園暨幼兒中心，內設6個課室，樓面總面積不超過810平方米，連同2個車位供停泊車輛，每個車位最少闊2.5米及長5.0米，淨空高度最少2.4米，另設2個停車等候車位供校巴上落乘客，每個最少闊3.5米及長7米，淨空高度最少3.6米；
- (xi) 就「地盤KL」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,667個，樓面總面積不少於116,480平方米及不超過143,694平方米；
- (II) 合共359個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (IV) 本文第44(a)(iv)條批地特別條款所規定的車位，比率為根據本文第(b)(i)(xi)(II)及(b)(i)(xi)(III)段所指的所有車位數目的10%；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
- (VI) 本文第44(b)(i)條批地特別條款所規定的停車處，比率為每幢住宅大樓設1個停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本文第(b)(i)(xi)(II)及(b)(i)(xi)(III)段提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (xiii) 就「地盤N」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,633個，樓面總面積不少於114,140平方米及不超過136,970平方米；
- (II) 就此批地特別條款第44(a)(i)條所規定的車位，比率為每5個居住單位或其部分設1個車位或總共354個單位，以較高者為準；
- (III) 就此批地特別條款第44(a)(ii)條所規定的車位，比率為每幢住宅大樓有5個車位；
- (IV) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的(b)(i)(xiii)(II)及(b)(i)(xiii)(III)款所指的所有車位數目的10%；
- (V) 就此批地特別條款第44(a)(vi)條所規定的車位，比率為每10個居住單位或其部分設1個車位；
- (VI) 就此批地特別條款第44(b)(i)條所規定的停車處，比率為每幢住宅大樓設1個停車處，及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(xiii)(II)及(b)(i)(xiii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少一(1)個車位的規定所限)；
- (xiv) 就「地盤O」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,459個，樓面總面積不少於101,920平方米及不多於122,302平方米；(「承批人」特此同意及承認政府沒有擔保建築於或將會建築於「地盤O」或任何其部分的樓宇將可達到此副條款所指的最大的樓面總面積)；
- (II) 就此批地特別條款第44(a)(i)條所規定的車位，比率為1個車位有5個居住單位或其部分或總共316個單位，取決於哪一個較高；
- (III) 就此批地特別條款第44(a)(ii)條所規定的車位，比率為每個住宅大樓有5個車位；
- (IV) 就此批地特別條款第44(a)(iv)條所規定的車位，比率為根據此特別條款的副條款(b)(i)(xiv)(II)及(b)(i)(xiv)(III)所指的所有車位的10%；
- (V) 就此批地特別條款第44(a)(vi)條所規定的車位，比率為1個車位有10個居住單位或其部分；
- (VI) 就此批地特別條款第44(b)(i)條所規定的停車處，比率為每個單位有1個停車處；及
- (ii) 遵從本批地特別條款(a)(vi)款之規定，以及儘管本批地特別條款(b)(i)(i)至(b)(i)(xiv)款另有任何規定，「署長」可隨時全權酌情批准重新分配將於任何「任何地盤」提供的「住宅樓宇」及「商業樓宇」，並且准許更改本批地特別條款(b)(i)(i)至(b)(i)(xiv)款分別訂明每個「地盤」之「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。然而，「承批人」須在任何將會被評定補價的「任何地盤」之最早「補價」「到期日」之前不少於12個曆月內或「署長」同意的其他期限內向「署長」申請批准重新分配「住宅樓宇」及「商業樓宇」，並且更改「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。「署長」行使本文所載的權利時，可附加任何條款與條件，包括要求「承批人」繳付「署長」釐定的額外補價。



- (e) 儘管本批地特別條款(a)(vi)款之規定，現已或將會建於該地段上的任何一座或多座建築物的樓面總面積不可少於1,427,500平方米和不可超過1,652,800平方米。

### 13. 「政府樓宇」

#### 第(17)條批地特別條款

- (a) 「承批人」應自費以「署長」全面滿意的方式，以良好工藝並依照此等「批地條款」、本文所夾附的《工程規格附表》(以下簡稱「工程規格附表」)及根據本文第(18)(a)條批地特別條款批核之圖則，在該地段興建、建造和提供以下地方。此等擬建於「任何地盤」的地方應在其所在「任何地盤」或「任何地盤」部分獲建築事務監督發出「估用許可證」或「臨時估用許可證」(不包括本文第(42)條批地特別條款所載的任何售樓處「臨時估用許可證」)當日後滿六個月(以下簡稱「竣工日」)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜估用及營運：

- (i) 一個位於地下的公共運輸交匯處，包括一個設有4個巴士停車處的巴士總站、8個巴士停泊處、2個小巴停車處、一個的士停車處、2個一般車輛客貨上落車位現已或將會建於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)毗鄰(以下簡稱「永久公共運輸交匯處」)。「永久公共運輸交匯處」應設有出入通道連接公共道路並於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)開始營運當日或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜估用及營運。如「永久公共運輸交匯處」延遲竣工及營運，「承批人」應在「署長」指定的日期自費興建、建造、提供和維修「臨時公共運輸交匯處」(釋義以本文第(30)條批地特別條款所訂為準)以供使用，直至「永久公共運輸交匯處」落成並適宜估用及營運為止，以令「署長」滿意；
- (ii) (i) 一間長者社區照顧及支援服務中心(以下簡稱「長者社區照顧及支援服務中心」)，淨作業樓面面積不少於303平方米；
- (ii) (A) 合共2個車位供根據《道路交通條例》、其附屬法例及任何修訂條例持牌的車輛停泊。車位應靠近「長者社區照顧及支援服務中心」，每個最少闊3.0米長8.0米，淨空高度最少3.3米；及
- (B) 1個供「長者社區照顧及支援服務中心」估用者使用的上落貨車位，最少闊3.0米長9.0米，淨空高度最少3.8米。車位應靠近「長者社區照顧及支援服務中心」。
- (iii) 「長者社區照顧及支援服務中心」及於第本特別條款第(a)(ii)(ii)款所述的停車位及上落貨車位(以下統稱「長者社區照顧及支援服務中心樓宇」)應在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜估用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「長者社區照顧及支援服務中心樓宇」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：
- (I) 以下日期取其最早者：
- (A) 2018年3月31日；或
- (B) 以下日期取其較遲者：
- (1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或
- (2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或

- (II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「長者社區照顧及支援服務中心樓宇」或其任何部分所招致或引起的費用或開支。

- (iii) 一間弱智人士或肢體傷殘人士輔助宿舍(以下簡稱「弱智人士或肢體傷殘人士輔助宿舍」)，淨作業樓面面積不少於355平方米，「弱智人士或肢體傷殘人士輔助宿舍」應在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜估用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「弱智人士或肢體傷殘人士輔助宿舍」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：
- (I) 以下日期取其最早者：
- (A) 2017年3月31日；或
- (B) 以下日期取其較遲者：
- (1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內；或
- (2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內；或
- (II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。
- 「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「弱智人士或肢體傷殘人士輔助宿舍」或其任何部分所招致或引起的費用或開支。
- (v) (I) 一間多用途會堂(以下簡稱「社區會堂」)，淨作業樓面面積不少於593平方米；
- (II) (A) 合共5個車位供根據《道路交通條例》持牌的車輛停泊。車位應靠近「社區會堂」，每個最少闊2.5米長5.0米，淨空高度最少2.4米；及
- (B) 1個巴士停車等候車位，最少闊3米長12米，淨空高度最少3.8米。
- (III) 本批地特別條款(a)(v)(II)款所載之「社區會堂」、車位及巴士停車處(以下統稱「社區會堂樓宇」)應在「地盤F」之「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜估用及營運。
- (vi) 一間綜合青少年服務中心(以下簡稱「綜合青少年服務中心」)，淨作業樓面面積不少於631平方米，「綜合青少年服務中心」應在「地盤F」的「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜估用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「綜合青少年服務中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」於2004年2月1日或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「綜合青少年服務中心」或其任何部分所招致或引起的費用或開支；
- (vii) 一間早期教育及訓練中心(以下簡稱「早期教育及訓練中心」)，淨作業樓面面積不少於212平方米，「早期教育及訓練中心」應在2022年9月30日或其所在

在「任何地盤」的「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「早期教育及訓練中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2017年3月31日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「早期教育及訓練中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「早期教育及訓練中心」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「早期教育及訓練中心」或其任何部分所招致或引起的費用或開支；

(ix) 一所公共廁所(以下簡稱「公共廁所」)，位於現已或將會建於靠近「永久公共運輸交匯處」的一幢或多幢建築物地下，淨作業樓面面積不少於70平方米。「公共廁所」應在「永久公共運輸交匯處」開始運作當日或之前建成並適宜佔用及營運；

(x) 最少三間(或「署長」批准之其他數目)校舍，由三間小學和兩間中學或「署長」全權酌情釐定的較少數目組成，樓層及位置按「署長」指定。上述校舍應在2023年12月31日或「署長」全權酌情指定的其他日期或之前建成並適宜佔用及營運。每間小學(以下統稱「小學」)的地盤面積最少6,200平方米，每間中學(以下統稱「中學」)的地盤面積最少6,950平方米，惟倘事前獲教育局局長及建築署署長書面批准，任何「小學」及「中學」的地盤面積均可縮減。每間「小學」及「中學」均須採用由「署長」全權酌情指定而不時適用於現行標準校舍設計，並由「承批人」按照「工程規格附表」所載標準與規格或經由教育局局長及建築署署長書面批准而不時適用於標準校舍設計的現行標準與規格提供和建造，此外並須遵從教育局局長及建築署署長以書面批准的條款與規章，以符合《教育條例》及此等「批地條款」之規定，同時須遵照「核准建築圖則」及根據本文第(18)(a)條批地特別條款核准的圖則。再者，「署長」可全權酌情是否需要建造和提供「小學」及「中學」或當中任何其一。如「署長」決定只需要建造或提供較少數目的「小學」及「中學」，「承批人」在接獲「署長」於2019年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「小學」及「中學」或其任何部分所招致或引起的費用或開支；及

(xi) 一個足球場連附屬設施(以下簡稱「足球場」)，標準及規格以「署長」全權酌情批准為準，地盤面積最少2,241平方米或「署長」批准之其他面積，並應在2023年12月31日或「署長」全權酌情指定的其他日期或之前建成並適宜佔用及營運。「署長」可全權酌情是否需要建造和提供「足球場」。如「署長」決定不需要建造或提供，「承批人」在接獲「署長」於2019年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行本責任。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造和提供「足球場」或其任何部分所招致或引起的費用或開支。

(本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(v)、(a)(vi)、(a)(vii)、(a)(ix)、(a)(x)及(a)(xi)款所載的地方(包括固定照明裝置、通風器材、排氣管道及道路/地台表面，但不包括「署長」依照此等「批地條款」許可惟並非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施，以及牆、柱、樑、天花、天台板、行車道/地台板和其他任何結構項件)，連同「署長」全權酌情釐定為該處專用的任何其他地方、設施、服務及裝置(「署長」之決定將作終論並對「承批人」約束)，以下統稱「政府樓宇」)。

#### 14. 維修「政府樓宇」

##### 第(23)條批地特別條款

(a) 茲毋損本文第(27)條批地特別條款之規定，現聲明在本文第(27)(a)條批地特別條款訂明的「保修責任期」內，「承批人」時刻均須自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置，以保持其狀態良好；及

(b) 於本批地特別條款，「承批人」之釋義不包括其受讓人。

#### 15. 「政府樓宇」之「保修責任」

##### 第(27)條批地特別條款

(b) 只要「署長」及/或「財政司司長法團」(釋義以第(25)(a)條批地特別條款所訂為準)發出通知，「承批人」須自費按「署長」及/或「財政司司長法團」指定的期限、標準和方式執行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救及糾正「政府樓宇」、其任何部分及該處各屋宇裝備裝置於任何「保修責任期」內出現或發現的缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程，「承批人」除要遵從前文之規定外，並須自費按「署長」及/或「財政司司長法團」指定的期限、標準及方式修復和糾正在「承批人」交付「政府樓宇」、其任何部分及該處各屋宇裝備裝置管有權當日已存在的任何缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程；

(f) 於本批地特別條款，「承批人」之釋義不包括其受讓人。

#### 16. 維修「政府樓宇」內「物件」

##### 第(28)條批地特別條款

(a) 「承批人」應在本文協定批授的整個年期內，自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)以「署長」全面滿意的方式維修以下項目(以下統稱「物件」)：

(i) 「政府樓宇」的外飾面(由「財政司司長法團」負責維修的「小學」、「中學」及「足球場」外飾面除外)和「政府樓宇」內、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板及任何其他結構項件；

(ii) 所有供「政府樓宇」及該地段其餘發展項目使用的電梯、自動扶梯及樓梯；

(iii) 屬於「政府樓宇」及該地段其餘發展項目的系統一部分之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、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和嵌裝或懸掛於行車道地板或結構板的截油器；及

- (v) 所有其他供「政府樓宇」及該地段其餘發展項目使用的公共部分及設施。
- (b) 儘管本批地特別條款(a)(i)及(a)(iv)款之規定，「政府」將負責維修「小學」、「中學」及「足球場」，惟不包括並非供「小學」、「中學」或「足球場」專用的屋宇裝備裝置，亦不包括建於「車廠屋頂」之上或其上的「小學」、「中學」及「足球場」部分(以下簡稱「車廠屋頂上學校」)之地基及/或結構板。此等地基及/或結構板乃「車廠屋頂上學校」及「車廠」共用的結構項件。上述屋宇裝備裝置、地基及結構板將由「承批人」自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)維修。
- (c) 倘因「承批人」對「物件」維修不善而招致或引起任何責任、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」及「財政司司長法團」作出賠償並確保其免責。
- (d) 於本批地特別條款，「承批人」之釋義不包括「財政司司長法團」。

### 17. 「臨時公共運輸交匯處」

#### 第(30)條批地特別條款

- (a) 遵從本文第(17)(a)(i)條批地特別條款之規定，「承批人」應自費以「署長」全面滿意的形式，鋪築、平整、提供、建造、鋪設表面整飾和維修該地段內的臨時公共運輸交匯處(以下簡稱「臨時公共運輸交匯處」)，位置應靠近「港鐵車站」，並設有出入通道接駁公共道路。「臨時公共運輸交匯處」應按「署長」批准的位置、方式、物料、設計及標準設置有蓋行人走道和行人路連通「港鐵車站」，以及提供各附屬設施(包括但不限於排水、照明、通風、輔助交通設備、防護欄、乘客輪候圍欄、車站上蓋以及閉路電視系統的必要連接及服務裝置)。「臨時公共運輸交匯處」應在「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)啟用當日或「署長」指定的其他日期建成並適宜佔用及營運；
- (b) 「承批人」設計和提供的「臨時公共運輸交匯處」淨作業樓面面積不可少於4,800平方米，包括一個設有4個巴士停車處的巴士總站、一個公共小巴停車處、一個的士停車處、一個一般車輛客貨上落車位、一個預留供巴士營運商放置附屬設施的地方及一個閉路電視控制室，並以「署長」滿意的方式建造；
- (c) (i) 「署長」發函表示「臨時公共運輸交匯處」竣工令其滿意當日，「承批人」應將「臨時公共運輸交匯處」移交「署長」，該處的營運權將歸於「政府」。儘管「臨時公共運輸交匯處」已移交「署長」，「承批人」仍須在「臨時公共運輸交匯處」營運期間一直自費保持該處整潔和維修充足及狀態良好，並須修理「臨時公共運輸交匯處」(包括負責行人徑、平台、行車道及其他設施之一般清潔)，以致令「署長」滿意。「承批人」須承擔營運「臨時公共運輸交匯處」招致的所有費用，包括但不限於支付閉路電視系統、照明、通風及街道設施的電費；
- (ii) 「政府」可全權酌情隨時允許任何經「政府」授權的人士及公眾使用「臨時公共運輸交匯處」或其任何部分；及
- (iii) 「承批人」應准許所有「政府」及公眾車輛和行人不受限制地自由通行「臨時公共運輸交匯處」，而「政府」具有全權行使《道路交通條例》及《公共巴士服務條例》及任何相關規例和修訂條文賦予的權力。
- (d) 「永久公共運輸交匯處」落成後，「承批人」應自費將「臨時公共運輸交匯處」搬遷至「永久公共運輸交匯處」(包括搬遷閉路電視系統至「永久公共運輸交匯處」)，有關的搬遷費用概由「承批人」承擔。「承批人」必須在「永久公共運輸交匯處」落成後12個曆月內自費拆卸及清理「臨時公共運輸交匯處」，以全面令「署長」滿意。「署長」毋須就「承批人」因搬遷、終止運作及清理「臨時公共運輸交匯處」而招致或承受的任何損失、損害、滋擾或騷擾承擔責任，亦不可就此向「政府」索償。「署長」發函表示「永久公共運輸交匯處」建成並適宜佔用及營運並令其全面滿意當日，「署長」應將「臨時公共運輸交匯處」移交「承批人」；
- (f) 於本批地特別條款，「承批人」之釋義指訂立及執行本「協議」的人士。

### 18. 「港鐵綜合大樓」

#### 第(31)條批地特別條款

- (a) 「承批人」應自費以「署長」滿意的方式，依照此等「批地條款」及「核准建築圖則」(如適用者)(但仍須遵從「政府」與「承批人」現已或將會達成的任何管理及維修協議)興建、建造、提供和嗣後營運及維修「地盤M」內的「港鐵車站」設施與地方(以下統稱「港鐵綜合大樓」)，其中包括但不限於：
- (i) 「署長」指定位於「地盤M1」(「港鐵車廠」)的維修車廠及鐵路車間連同附屬的鐵路結構、設施、道路及若干供停泊車輛和上落客貨的車位(此等車廠、附屬結構、設施、道路及車位以下統稱「港鐵車廠」)，以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車廠」應在「署長」指定(「署長」之決定將作終論並對「承批人」約束)的一個或多個日期建成並適宜以「署長」滿意的規模投入運作；
- (ii) 位於「地盤M2」(「港鐵車站」)的鐵路站及月台連同「署長」指定的附屬鐵路結構與設施(此等車站、附屬結構與設施連同警察設備室以下統稱「港鐵車站」)，以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車站」應在「署長」指定(「署長」之決定將作終論並對「承批人」約束)的一個或多個日期建成並適宜以「署長」滿意的規模投入運作；
- (c) 「港鐵綜合大樓」除根據《香港鐵路條例》或任何其他同類取代性授權法例作「港鐵」車廠及車站，以及作其他「港鐵」營運及附屬用途和「署長」全權酌情以書面批准之其他用途外，概不可作任何其他用途。「署長」以書面批准其他用途時可制訂任何條款與條件，包括收取其視為恰當的額外補價或其他費用；及
- (d) 在本批地特別條款，「承批人」之釋義指訂立及執行本「協議」的人士。

### 19. 儲物

#### 第(37)條批地特別條款

如該地段任何部分用作儲物(於本批地特別條款儲物指存放該地段以作發展或重建工程的必要建築材料)，儲物方法及儲存於「港鐵綜合大樓」附近的物品性質和容量或數量必須經「署長」及消防處處長批准。

### 20. 「港鐵」防護措施

#### 第(38)條批地特別條款

- (a) 該地段或其任何部分上或內進行的任何建造、地基或其他工程概不可損害、干預、阻礙或危害「港鐵綜合大樓」或位於或貫越該地段或其任何部分或周圍而關乎「港鐵綜合大樓」的任何結構或裝置或隧道(以下統稱「港鐵結構與裝置」)運作。「承批人」應自費採取「署長」要求的措施和預防措施，確保「港鐵結構與裝置」安全及「港鐵綜合大樓」暢順營運；及
- (b) 於本文協定批授的整個年期內，「承批人」須遵從及遵守所有「屋宇署署長」就保護「港鐵結構與裝置」而發出的一切要求，以令「屋宇署署長」滿意。

### 21. 「政府」出入「港鐵綜合大樓」之通行權

#### 第(39)條批地特別條款

- (a) 於本文協定批授的整個年期內，「承批人」須允許「政府」、其人員、傭僕及代理和獲其授權之其他人等(除緊急情況外於事前發出通知書後)，有權在所有合理時間獨自或駕車或攜帶工具或設備與否進出、再進出及經越該地段和現已或將會建於該處的構築物，以便檢查「港鐵綜合大樓」及「港鐵結構與裝置」或其任何部分；及

- (b) 倘「政府」、其人員、傭僕及代理及獲其授權之其他人等因行使本批地特別條款(a)款所載通行權進出、再進出及經越該地段而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理和獲其授權之其他人等索償。

## 22. 公眾出入「港鐵車站」之通行權

### 第(40)條批地特別條款

於本文協定批授的整個年期內，「承批人」應允許公眾隨時自由及免費地進入及行經該地段各部分以作所有合法目的，以及進出、行經及跨越該處由「承批人」劃為出入「港鐵車站」通道的建築物、構築物及搭建物，以便往返「港鐵車站」。

## 23. 「住宅樓宇」及「商業樓宇」之泊車規定

### 第(44)(a)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須在該地段內提供「署長」滿意的下列車位：

- (i) 合共不少於2,857個車位及不超過4,500個車位。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊5.0米長，最低淨空高度2.4米。如上提供的車位除停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人的車輛外，不可作任何其他用途；
- (ii) 合共250個車位供停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人各訪客或來賓的車輛。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊5.0米長，最低淨空高度2.4米。本款訂明提供的車位將歸屬於「公用地方」一部分，「承批人」必須在「公契」（釋義以本文第(58)(a)(i)條批地特別條款所訂為準）訂明此等車位乃「公用地方」（釋義以本文第(58)(a)(v)條批地特別條款所訂為準）範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記（除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式）或以其他方式出讓上述車位；
- (iii) 合共333個車位供「商業樓宇」佔用人及彼等真正訪客或來賓停泊根據《道路交通條例》持牌的車輛。每個車位最少2.5米闊5.0米長，最低淨空高度2.4米，於本批地特別條款(a)(vii)款提述的傷殘人士車位除外；
- (iv) 供「住宅樓宇」業主、佔用人、訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(i)至(a)(ii)款所提供車位總額的百分之十(10%)。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位應分組佈局，任何一個地點須設有不少於5個車位；
- (v) 供「商業樓宇」佔用人及彼等真正訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(iii)款所提供車位總額的百分之十(10%)。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位應分組佈局，任何一個地點須設有不少於5個車位；及

如上提供的車位除作本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)及(a)(v)款訂明的用途外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。

- (vi) 供「住宅樓宇」業主、佔用人、訪客或來賓停泊單車的車位，配置比率為現已或將會建於該地段上各建築物內每十個或不足十個住宅單位設有一個車位，又或由「署長」指定數額（「署長」之決定將作終論並對「承批人」約束）。
- (vii) 就「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤KL」及「地盤N」：
  - (I) 「承批人」應依照建築事務監督規定及批准，從其遵照本批地特別條款(a)(i)、(a)(ii)及(a)(iii)款（可根據本批地特別條款(d)款更改）提供的車位中保留及劃定指定數

額的車位，以供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊車輛（此等保留及劃定的車位以下簡稱「傷殘人士車位」）。「承批人」最少須從遵照本批地特別條款(a)(ii)款所提供車位中保留及劃定一(1)個車位，惟遵照本批地特別條款(a)(ii)款所提供的車位不可全部保留及劃作「傷殘人士車位」。

- (II) 「傷殘人士車位」應劃為「公用地方」並構成「公用地方」一部分。
- (III) 「傷殘人士車位」除供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊屬於現已或將會建於「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤KL」及「地盤N」各建築物的居民及彼等各真正訪客、來賓或賓客的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等或提供洗車及汽車美容服務。
- (IV) 每個「傷殘人士車位」的大小將由建築事務監督指定及批准。

## 24. 客貨上落規定

### 第(44)(b)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須以下列形式在該地段內提供「署長」滿意的車位供車輛停泊及上落客貨：

- (i) 合共50個客貨上落車位供「住宅樓宇」及「安老院」業主或住戶使用；及
- (ii) 按照「商業樓宇」樓面總面積每1,000平方米配置一個的比率提供車位，供「商業樓宇」及「安老院」佔用人使用；

除非本批地條款另有規定，如上提供之每個車位最少3.5米闊11.0米長，最低淨空高度4.7米。此等車位除供與「住宅樓宇」、「商業樓宇」及「安老院」相關的車輛上落客貨外，不得作任何其他用途。根據本批地特別條款(b)(i)及(b)(ii)款提供的車位屬於「公用地方」一部分，「承批人」必須在「公契」（釋義以本文第(58)(a)(i)條批地特別條款所訂為準）訂明此等車位乃「公用地方」（釋義以本文第(58)(a)(v)條批地特別條款所訂為準）範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記（除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式）或以其他方式出讓上述車位。

## 25. 垃圾收集服務

### 第(47)條批地特別條款

- (a) 「承批人」應自費以食物環境衛生署署長全面滿意的方式提供及維持周全的垃圾收集系統，收集現已或將會建於該地段上各建築物每個樓層的垃圾，並且設置食物環境衛生署署長批准或指定的垃圾裝卸車位，以致食物環境衛生署署長全面滿意；
- (b) 「承批人」應在「署長」指定的一個或多個日期，自費按照「核准建築圖則」，以「署長」全面滿意的方式，採用批核的物料、標準和設計，在該地段指定的位置提供、建造及嗣後維修不少於三個垃圾收集站，每個包括不少於一個垃圾車裝卸車位連同食物環境衛生署署長批准的附屬設施（以下統稱「垃圾收集站」）。計算本文第(16)(e)條批地特別條款所訂的樓面總面積時，此等「垃圾收集站」不會連計在內。每個「垃圾收集站」所佔土地為不少於5.60米闊乘6.50米長，又或採用「署長」批准的其他面積；
- (c) 本批地特別條款(a)及(b)款所訂的工程以食物環境衛生署署長滿意的方式完竣後，「垃圾收集站」將由「承批人」自費維修，以令食物環境衛生署署長滿意；

## 26. 建造車輛出入通道

### 第(49)(c)條批地特別條款

- (i) 直至及除非該地段外現有公共道路/行人路每個出口均已設計及建成令「署長」滿意的出

口和入口通道，否則「承批人」不可行使本批地特別條款(a)及(b)款所訂的出入通行權。除非「署長」另行同意，否則本批地特別條款(b)款所訂的發展或重建項目完竣後，又或「署長」發出通知時，「承批人」須拆除臨時建造的車輛出入通道並還原其所在的道路/行人路地方，以致恢復車輛出入通道建造之前的原貌。上述設計、建造、拆卸及還原工程將由「承批人」自費進行，並須令「署長」滿意；及

- (ii) 儘管本批地特別條款(c)(i)款之規定，「署長」仍可(但無責任必須)應「承批人」的書面要求執行前文(c)(i)款所載的設計、建造、拆卸及還原工程，有關費用由「承批人」支付。

## 27. 電力分站及海水抽水站之通行路線

### 第(49)(d)及(f)條批地特別條款

- (d) 於本文協定批授的整個年期內：
- (i) 「承批人」須免費准許將軍澳市地段第80號(該地段用作電力分站)(以下簡稱「電力分站」)的業主、其傭僕、訪客、工人及其他正式獲授權代表彼等的人士，於本文協定批授的年期內不時及時刻為着達致完善使用「電力分站」的所有合法事宜使用通行路線，以獨自或駕車或帶備工具或設備與否進出、往返及經越圖則I以粉紅色間紅斜線、粉紅色間紅斜線加黑點和粉紅色間黑斜線及紅斜線顯示的範圍，又或通行「署長」全權酌情批准的該地段其他樓層，以便於「電力分站」建成後往返該處；
- (ii) 遵從本批地特別條款(d)(i)款之規定，「承批人」應在將軍澳市地段第80號之「電力分站」建造期間提供臨時免費通行路線，以便將軍澳市地段第80號各業主、彼等之承辦商、工人及其他獲授權代表彼等的人士獨自或駕車或帶備工具或設備與否往來該地段與「電力分站」之間，以便執行「電力分站」的建造工程；
- (iii) 「署長」、其人員及承辦商和其各自之工人有權獨自或駕車或帶備工具、設備或機器與否進出、往返及經越圖則I以粉紅色間紅斜線範圍及粉紅色間紅斜線加黑點範圍、綠色間黑十字線範圍及圖則I註明為「GLA-SK477」之毗連地段(該地段用作海水抽水站)(以下簡稱「海水抽水站」)，又或通行「署長」全權酌情批准之該地段其他樓層，以便檢查、維修、修理及更新「海水抽水站」；及
- (f) 「承批人」須自費保養、維修和修理上述通行路線及所有附屬該處的物件，以全面令「署長」滿意。

## 28. 「幼稚園」

### 第(50)條批地特別條款

- (a) 「承批人」(「財政司司長法團」除外)應自費在該地段內興建、建造、提供、維修及營運兩間幼稚園(以下簡稱「幼稚園」)，兩間「幼稚園」的位置、設計和標準必須分別在2012年6月30日及2014年12月31日或之前或「署長」全權酌情指定的其他日期向教育局局長申請書面批准。「幼稚園」應有合共不少於17個課室及其他輔助設施。只要「幼稚園」課室不超過17個，計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，如上提供之「幼稚園」及輔助設施不會計算在內。
- (b) 「承批人」(「財政司司長法團」除外)應自費在該地段內興建、建造、提供、維修及營運兩間幼稚園或幼稚園暨幼兒中心(以下簡稱「幼稚園/幼稚園暨幼兒中心」)，兩間「幼稚園/幼稚園暨幼兒中心」的位置、設計和標準必須分別在2022年9月30日或之前或「署長」全權酌情指定的其他日期向教育局局長申請書面批准。「幼稚園/幼稚園暨幼兒中心」應有合共不少於15個課室及其他輔助設施。只要「幼稚園/幼稚園暨幼兒中心」課室不超過15個，計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，如上提供之「幼稚園/幼稚園暨幼兒中心」及輔助設施不會計算在內。

## 29. 私家康樂設施、公眾休憩用地及鄰舍休憩用地

### 第(52)條批地特別條款

- (a) 「承批人」應自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化及嗣後維修以下設施，以保持其維修充足及狀態良好：
- (i) 該地段內的私家康樂設施及輔助設施(以下簡稱「私家康樂設施」)，類型、大小、設計、高度及任何配置須經「署長」書面批准，以供純粹現已或將會建於該地段各建築物的居民或佔用人及彼等之真正訪客使用。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「私家康樂設施」不會連計在內(僅就「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤KL」、「地盤N」及「地盤O」而言，並須遵從本文第(97)(d)條批地特別條款的規定及僅就「地盤C1」而言，並須遵從本文第(97)(e)條批地特別條款的規定)。任何根據本款規定豁免計入樓面總面積的地方一律屬於「公用地方」，「承批人」必須在「公契」(釋義以本文第(58)(a)(i)條批地特別條款所訂為準)訂明此等地方乃「公用地方」(釋義以本文第(58)(a)(v)條批地特別條款所訂為準)範圍。除非依照本文第(58)(a)(vi)條批地特別條款規定，否則「承批人」不可轉讓、按揭或押記(除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式)或以其他方式出讓上述地方；
- (ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃(以下簡稱「公眾休憩用地」)。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於自第(7)(1)條批地特別條款所訂「進出黃色範圍部分的權利」終止之日起24個月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂靜態及動態康樂用途所作的決定將作終論並對「承批人」約束；及
- (iii) 位於該地段內按「署長」規定提供的若干鄰舍休憩用地，總面積不少於8.147公頃(以下簡稱「鄰舍休憩用地」)，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢及樹木，並於本文第(14)(b)條批地特別條款分別訂明「任何地盤」及現已或將會提供「鄰舍休憩用地」之該地段餘段適用的日期或之前建成並適宜使用。「鄰舍休憩用地」除供現已或將會建於該地段各建築物的居民及佔用人及彼等的真正訪客與來賓作完善使用及享用該地段之康樂用途外，不得作任何其他用途。
- (b) 遵從本文第(7)(h)(ii)條批地特別條款之規定，於本文協定批授的整個年期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其維修充足及狀態良好，令「署長」全面滿意；及
- (c) 「公眾休憩用地」將免費開放予公眾作任何性質的合法用途(除非事前獲康樂及文化事務署署長書面批准)。

## 30. 擬建行人天橋相關結構

### 第(53)條批地特別條款

- (a) (i) 「承批人」(不包括其受讓人)須自費在「署長」發函指定的一個或多個日期或之前，按照「核准建築圖則」，以「署長」全面滿意的方式，採用「署長」全權酌情規定或批准的物料、標準、樓層、定線、規劃和設計，於該地段興建、提供、建造及嗣後維修「署長」指定的柱及其他結構性支承件和連接段連同自動扶梯、電梯及樓梯(此等設施、結構性支承件及連接段以下統稱「擬建行人天橋相關結構」)，以連接該地段至擬建行人天橋(以下簡稱「擬建行人天橋」)，位置為圖則I註明為「FB2」、「FB3」及「FB4」或「署長」以書面批准的其他地點(以下簡稱「地點」)；

- (ii) 於本文協定批授的整個年期內，「署長」、其人員、承辦商、代理、僱員及工人和毗鄰或毗連地段各業主及其人員、承辦商、代理、僱員、工人及任何其他獲彼等授權人士或人等均獲保留權利，可獨自或駕車或攜帶設備、機器及機械與否免費進入、行經該地段或其任何部分，以及進入、行經或跨越現已或將會建於該處任何建築物內、下或上：
- (I) 以便執行工程，連接「擬建行人天橋」之「地點」到「擬建行人天橋相關結構」(此等連接工程以下簡稱「連接段」)，以及嗣後享有「連接段」和「擬建行人天橋」的支撐地役權；及
- (II) 修理及維修「連接段」和「擬建行人天橋」。
- (iv) 如「署長」發出通知，「承批人」或該地段現任經理人或根據《建築物管理條例》(香港法例第344章)成立的該地段「業主立案法團」應自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准，暫時封閉現已或將會建於該地段連接「擬建行人天橋」的通道口。暫時封閉通道口涉及的所有必要維修工程將由「承批人」負責(不包括「財政司司長法團」，僅此而已)，此外並須令「署長」滿意；
- (vi) 在本文協定批授的整個年期內，「承批人」應時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部分或該處任何建築物通行、往返、出入、上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」官地外的地面公共行人路，以作所有合法用途。

### 31. 行人通道及行人道

#### 第(53)條批地特別條款

- (b) (i) 「承批人」(不包括其受讓人)須在「署長」指定的期限內自費以「署長」全面滿意的方式，以「署長」批准的位置、方式、物料、標準、樓層、定線及設計鋪設、平整、提供、建造和修建表面整飾分段行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置及自動扶梯)，以作本批地特別條款(b)(ii)款訂明的用途；
- (ii) 本批地特別條款(b)(i)款所載的分段行人路或行人道應採取最短路線並興建上蓋和提供照明及垃圾桶，建造和設計應符合以下要求：
- (I) 於「署長」批准的指定位置及樓層連通將會建於「任何地盤」(「地盤M」除外)的每座建築物；
- (II) 於「署長」批准的指定位置及樓層連通該地段每個「地盤」(「地盤M1」(「港鐵車廠」)除外)；及
- (III) 連通該地段內所有主要設施，包括「商業樓宇」及設有休憩用地和社區設施之「任何地盤」。
- (iii) 「承批人」(不包括「財政司司長法團」，僅此而已)應在本文協定的整個批租年期內自費維修本批地特別條款訂明提供的分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)，以保持其維修充足及狀態良好，以令「署長」滿意；
- (iv) 「承批人」應自費以「署長」全面滿意的方式提供內淨闊度為不少於4.5米的有蓋行人道，以連接「擬建行人天橋」及「有蓋行人天橋」(釋義以本文第(54)(a)條批地特別條款所訂為準)；
- (v) 「承批人」應在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款所載的行人道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行。

### 32. 「有蓋行人天橋」

#### 第(54)條批地特別條款

- (a) 「承批人」(不包括其受讓人)應在「署長」通知時在「署長」指定的期限內自費按照「核准建築圖則」及以「署長」全面滿意的方式，在圖則I註明為「FB1」的位置或「署長」全權酌情批准的其他位置提供和建造一座有蓋行人天橋，內淨闊度為不少於10米，連同支承件、連接段、樓梯、斜路、輪椅使用者設施、內外配件、照明燈飾及指示牌(以下簡稱「有蓋行人天橋」)，嗣後則享有「有蓋行人天橋」的支撐地役權。「有蓋行人天橋」應以「署長」全權酌情規定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、位置及設計建造，其決定將作終論並對「承批人」約束；
- (b) (i) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」任何部分外部或內部作廣告用途或展示任何招牌、告示或海報。
- (ii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害；及
- (iii) 儘管「有蓋行人天橋」已按照本批地特別條款(h)款之規定移交「政府」，在「有蓋行人天橋」存在期間，「承批人」不論日夜均應時刻允許任何公眾免費自由步行或乘坐輪椅通越、再通越、行經及上落該地段、「有蓋行人天橋」及現已或將會建於該處的建築物，以作任何性質的合法用途；
- (f) 「承批人」(不包括「財政司司長法團」，僅此而已)應自費管理及維修「有蓋行人天橋」，以時刻保持其維修充足及狀態良好和照明充足，全面令「署長」滿意，直至「有蓋行人天橋」根據本批地特別條款(h)款移交「政府」為止；
- (h) 「承批人」(不包括「財政司司長法團」，僅此而已)應在「署長」通知時免費或無償地將「有蓋行人天橋」或其任何部分移交「政府」，惟「政府」並無責任必須應「承批人」的要求收回「有蓋行人天橋」或其任何部分的管有權，「政府」只須在其視為恰當的時候作出上述行動。

### 33. 「內部交通系統」及「照明系統」

#### 第(60)條批地特別條款

- (a) 「承批人」應以「署長」全面滿意的方式，自費在該地段內一個或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計及規格以「署長」規定為準(以下統稱「內部交通系統」)，以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「內部交通系統」不會連計在內；
- (b) 遵從運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」(不包括「財政司司長法團」，僅此而已)可按其視為必要而運作、管理及維修「內部交通系統」及作出交通管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成分授任何條例下任何法定權力或責任；
- (c) 「承批人」(不包括「財政司司長法團」，僅此而已)應自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年期內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；
- (d) 「承批人」應允許該地段各「不分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人

天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；

- (f) 「承批人」應自費在「署長」批准的地點或位置提供和維持緊急救援車輛通道，以供緊急救援車輛進出該地段；

## 34. 小販

### 第(61)條批地特別條款

「承批人」不得允許或容忍任何小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」(在其仍擁有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」管有權期間)擺賣，如發現任何小販擺賣則須驅離該地段。該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」所有入口附近當眼處均應張貼告示，說明禁止小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」內擺賣。茲於本批地特別條款，「小販」之釋義以《公眾衛生及市政條例》(香港法例第132章)第2條所訂為準，惟就本批地特別條款而言，釋義(a)段中「公眾地方」字眼將會略去，取代為「該地段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」內，但不包括當中根據此等「批地條款」可允許經營零售業務的任何部分。」

## 35. 廣告

### 第(62)條批地特別條款

「承批人」(不包括「財政司司長法團」，僅此而已)本身不可展示亦不得允許、容忍他人在該地段任何部分或現已或將會建於該地段各建築物或其任何部分的外部展示任何牌匾、海報、招牌或廣告牌，除非有關招牌或廣告事前已獲「署長」批准。

## 36. 火堆

### 第(64)條批地特別條款

「承批人」不可在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」或其任何部分內燃點火堆焚燒任何垃圾或其他物料。

## 37. 「淨化海港計劃」隧道

### 第(65)條批地特別條款

- (a) 圖則I所示並註明為「淨化海港計劃隧道保護區」的範圍下建有一條污水隧道，於本文協定批授的整個年期內，「政府」有權保養、維修及使用污水隧道。除非事前獲得渠務署署長批准，否則不可在上述「淨化海港計劃隧道保護區」內進行任何建築物或地基工程，包括土地勘探。申請人應向「渠務署九龍及新界南渠務部」遞交三套圖則以待審批。「承批人」須遵照渠務署署長為保護污水隧道所訂的條件。有關署方可能制訂的保護污水隧道措施和規定，可參閱屋宇署發出的第165號《認可人士、註冊結構工程師及註冊岩土工程師作業備考》的附錄。「承批人」必須遵從渠務署署長為保護污水隧道而制訂的所有條件；
- (b) 如非事前獲渠務署署長書面同意，圖則I顯示並註明為「岸上排水口保護區」的範圍概不可進行任何結構性、打樁、爆破、挖掘、地錨或同類工程。

## 38. 渠務預留範圍

### 第(65)條批地特別條款

- (c) 如非事前獲「署長」書面批准，「承批人」不可干預圖則I以粉紅色間黑斜線、粉紅色間黑斜線加黑點和粉紅色間黑斜線及紅斜線顯示並註明為「D.R.」的範圍(以下簡稱「渠務預留範圍」)，又或在該處建築。任何許可超出「渠務預留範圍」界限或在該處之上或附近建造的構築物，設計及建造時概不可導致「渠務預留範圍」內之下水道結構超出負荷、功能受影響或受損。此外，「承批人」並須預留足夠空間以供進出下水道結構，以便進行維修、修理或更換工程。「署長」可就上述結構的設計制訂任何其全權酌情為必要的規定。

## 39. 室內康樂中心<sup>1</sup>

### 第(66)條批地特別條款

- (a) 「承批人」應自費在本「協議」生效日後96個曆月內或「署長」全權酌情指定的其他較長期限內，按照「署長」事前書面批准的標準、樓層及位置平整該地段內地盤，面積為不少於6,000平方米，以建造室內康樂中心。「承批人」以「署長」滿意的方式完成平整工程後，應在「署長」通知時，自費、免費及無償地在「署長」指定的期限內以不帶任何產權負擔的及已取得空置管有權之後將上述地盤交還「政府」，惟「政府」並無責任必須應「承批人」要求收回上述地盤或其任何部分，「政府」只須在其視為恰當時收回。「政府」有權在上述地盤建造室內康樂中心(以下簡稱「室內康樂中心」)並使用「室內康樂中心」或地盤作其視為恰當的任何用途。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，現已或將會建於上述地盤的「室內康樂中心」不會連計在內；
- (b) 「承批人」須准許「政府」、其官員、承辦商及工人獨自或駕車或帶備工具、設備或機器與否，暢通無阻地進出及往返該地段「餘段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」或其任何部分，以便建造「室內康樂中心」或執行「政府」視為恰當的其他事項。倘「署長」、其人員、承辦商及工人因行使本批地特別條款賦予的進出及往返通行權而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，「署長」、其人員、承辦商及工人概毋須就此承擔責任，「承批人」亦無權因提供通行權造成的任何損失、損害、滋擾或騷擾索取賠償。「室內康樂中心」投入服務後，「承批人」應允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；及
- (c) 上述地盤根據本批地特別條款(a)款交還後，「政府」、其受讓人及彼等之傭僕、代理、受許可人、租客及合法估用人均獲例外保留的權利(與其他擁有同類權利的人等共享)，可於本文協定批授的年期內免費享有所有必要的通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置與設施、垃圾收集及處理地方與設施、排水系統和氣體、食水、電力儲存、變壓及供應系統之權利)、支撐權以及透過現已或將會鋪設於該地段「餘段」或該處任何建築物、構築物及搭建物或其任何部分的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道及水道和其他導體輸入或排出上述地盤或其任何部分之氣體、電力、水、污物、排水渠、空氣、煙霧或其他污水、電話線、冷卻水及其他服務，以作關乎完善使用及享用「室內康樂中心」的所有用途。

## 40. 削土

### 第(68)條批地特別條款

- (a) 如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡

處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令「署長」滿意；及

- (c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」官地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責；及
- (d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造及維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不執行通知書訂明的期限內以「署長」滿意的方式完成通知書的指示，「署長」可即時執行及進行必要工程。「承批人」必須在接獲通知時向「政府」償還有關費用，以及任何行政或專業費用與收費。

#### 41. 維修地錨

##### 第(70)條批地特別條款

如該地段的發展或重建項目或其任何部分已安裝預應力地錨，「承批人」應自費在預應力地錨的整個使用周期內定期維修及監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述維修及監察的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。

#### 42. 廢土或泥石

##### 第(71)條批地特別條款

- (a) 如源自該地段或受該地段發展項目影響的其他地方之廢土或泥石侵蝕或沖下公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業，又或由負責運輸建築料料臨時製造本文第(92)(b)條批地特別條款所載混凝土或瀝青的船隻排出廢土或泥石，「承批人」必須承擔責任並自費清理廢土或泥石和修復受損的公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業，此外並須就廢土或泥石侵蝕或沖流導致私人物業蒙受損害或滋擾所引致的所有訴訟、索償及索求向「政府」賠償；
- (b) 儘管有本批地特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承批人」發出書面要求時清理(a)款所載公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業上的廢土或泥石和修復任何損害。

#### 43. 公用服務設施

##### 第(72)條批地特別條款

- (a) 「承批人」時刻均須謹慎地採取所有完善及適當的工藝和預防措施，其中尤以任何建造、維修、更新或修理工程施工期間為要，藉以避免損壞位於、貫穿、跨越該地段或其任何部分或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」或位於

其下或毗鄰該處的「政府」或其他現有排水渠、水道或渠道(包括總水管)、行人道、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置，不論現有或在建者亦然(以下全部統稱「工程與服務」)。然而，「承批人」執行任何此等工程之前，必須進行或達致進行完善調查及查詢，以核實「工程與服務」的現況及水平位置，並須以書面向「署長」提交處理任何「工程與服務」的建議書以待全面審批，直至「署長」以書面批准上述工程及建議書為止，「承批人」不得展開任何工程。此外遵從「署長」就「工程與服務」制訂的規定，同時承擔履行規定所需的費用，包括作出任何必要改造、重鋪或還原工程的費用。除非本文第(76)條批地特別條款規定，否則「承批人」須自費以「署長」全面滿意的方式修理、修復及還原因為此等建造、維修、更新或更換工程導致或引起該地段或其任何部分或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」或位於、貫穿、跨越該地段或其任何部分或位於其下或毗鄰該處之「工程與服務」蒙受的損害或滋擾。如「承批人」不在該地段或其任何部分或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或「黃色範圍」或任何「工程與服務」執行此等必要的改造、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行此等改造、重鋪、修理、還原或修復工程，「承批人」必須在接獲通知時向「政府」支付有關的費用；

- (b) 茲毋損本批地特別條款(a)款之規定，「承批人」須在接獲通知時向「政府」支付影響1,200毫米直徑海水總水管及80毫米直徑食水總水管的改造工程費用，估計金額超過港幣100,000元；及
- (c) 「承批人」應自費在「署長」批准的位置、設計及標準興建、建造、提供和維修一個發展項目公用服務主幹(以下簡稱「公用服務主幹」)。「公用服務主幹」應設於「車廠屋頂」或車站屋頂或兩者，又或設於「署長」批准的其他高度。「公用服務主幹」只可用於設置該地段內「任何地盤」的公共服務設施，其中包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、電訊電纜、有線電視及同類服務，此等服務設施必須以有關「政府」主管機構及公用事業公司核准的方式安裝和維修。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「公用服務主幹」不會連計在內。

#### 44. 建造污水管、排水渠及渠道

##### 第(75)條批地特別條款

「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」官地上建造和維修污水管、排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的污水管、河溪、集水井、渠道或雨水渠。倘此等污水、暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其官員賠償。

#### 45. 接駁排水渠及污水管

##### 第(77)條批地特別條款

如該地段已鋪設任何排水渠及污水管並已啟用，「署長」可展開工程將此等渠道接駁至「政府」雨水渠及污水管，惟倘有由此引致的損失或損害，「署長」毋須向「承批人」承擔責任。「承批人」須在「政府」通知時支付此等接駁工程的費用。此外，上述工程亦可由「承批人」自費進行使「署長」滿意及在此情況時，於「政府」提出索求時由「承批人」將「政府」官地的工程部分移交「政府」，日後由「政府」自費維修。「承批人」須在「政府」通知時支付上述接駁工程的技術審核費用。



## 46. 提供消防裝置與設備

### 第(83)條批地特別條款

「承批人」應自費以消防處處長全面滿意的方式在該地段(或如事獲「署長」書面同意及批准則可在任何毗鄰或毗連「政府」官地)和現已或將會建於該處各建築物內的消防處處長指定地點提供消防處處長全權酌情指定的消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備(釋義以《消防條例》所訂為準)。「承批人」應自費維修此等消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備,以保持其狀態良好,令消防處處長滿意。

## 47. 土地沉降

### 第(85)條批地特別條款

- (a) 「承批人」現確認,該地段乃在海床填海的土地形成,因此地段的水平日後難免因為基底及埋填物料固結或其他原因出現變化;
- (d) 「承批人」現代表其本身、其繼承人及受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償,以及代表其本身、其繼承人及受讓人解除「政府」日後因該地段填海、任何土地沉降、剩餘沉降或該地段地面水平變化招致或引起的責任。再者,「承批人」現代表其本身、其繼承人及受讓人承諾不會就填海工程或日後任何土地沉降、剩餘沉降或該地段地面水平變化向「政府」展開任何訴訟或提出任何索求或索償,不論因何事故引起,亦不論此等沉降或地面水平變化是否可合理預見亦然。日後任何轉讓契約均須訂明其中包括本批地特別條款(d)款的規定。

## 48. 保護水務工程結構

### 第(86)條批地特別條款

- (b) 如非事前獲「署長」書面批准,不得在「綠色間黑十字線範圍」、「黃色範圍」和圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方進行建築工程、存放物料或貨櫃或種植樹木或灌叢;
- (c) 除鋪植草皮外,任何閘門蓋周圍1.5米範圍或任何消防栓出口水管1米範圍內不可栽種植物或放置任何物品造成阻礙;
- (d) 如非事前獲水務署署長批准,不可更改「綠色間黑十字線範圍」、「黃色範圍」、圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方和本批地特別條款(c)款所訂明地方的現有地盤狀況。如任何建議植樹與任何水管之間的淨距離僅有2.5米或以下,必須架設堅固防護欄。防護欄必須深入至任何水管的管道內底水平之下;
- (e) 倘水務署署長認為可能損壞總水管,則會禁止種植樹木;
- (g) 如非事前獲水務署署長書面同意,不可在該地段進行爆破。如需在該地段進行爆破工程,在該地段或附近水務工程裝置或結構一定距離內進行的爆破,每段延遲時間的炸藥裝置重量必須遵從礦務處處長於爆破許可證訂明的上限;及
- (h) 如非事前獲水務署署長書面同意,不准在該地段內的水務工程結構(隧道除外)毗鄰、下方或上方進行挖掘工程。

## 49. 海堤

### 第(93)條批地特別條款

- (a) 「承批人」不可進行或允許他人在該地段內進行任何工程,以致「署長」認為(其決定將作終論並對「承批人」約束)確實或可能對該地段附近的現有海堤及任何其他海事結構與設施產生不良影響。任何在該地段進行的工程必須妥善設計及執行,以應對該地段附近前濱日後填海的影響,以及避免妨礙該地段附近的現有海堤及其他海事結構與設施。「承批

人」概無權根據《前濱及海床(填海工程)條例》索取任何賠償;

- (d) 如非事前獲「署長」書面同意,不得更改該地段附近的現有海堤及其他海事結構與設施。任何獲准進行的更改工程必須令「署長」滿意。「承批人」事前獲「署長」書面同意後實施工程更改位於該地段或專為該地段提供服務、支撐或防護的現有海堤及其他海事結構與設施時,必須自費採取損壞防護措施和維修,直至此等更改工程已完竣並令「署長」滿意。

## 50. 海上及沿岸垃圾

### 第(94)條批地特別條款

- (a) 不得在海上、前濱或海床棄置任何物料、泥土、垃圾、任何性質的污物、液體或固體污染物、未經處理污水或其他廢水或廢物;
- (b) 「承批人」應自費採取「署長」滿意的適當措施,防止任何物料、泥土、垃圾、泥頭瓦礫、廢土泥石、污染物、污水或其他廢水或廢物排入大海或堆積於前濱或海床。

## 51. 「棕色範圍」

### 第(99)條批地特別條款

- (a) 「承批人」應:
- (i) (I) 在2017年3月31日或之前或「署長」批准的其他日期,自費以「署長」全面滿意的形式,按照「署長」全權酌情批准的方式及物料,就「署長」批准的標準、樓層、定線和設計,在圖則I以棕色顯示的該地段以南「D9道路」範圍內鋪設、平整、提供及建造一條鋪築路面道路(包括提供及建造「署長」全權酌情指定的下水道、高架道路、污水管、排水渠、行人路或其他構築物)供行人和車輛通行,以便往來該地段;及
- (II) 在2022年9月30日或之前或「署長」批准的其他日期,自費以「署長」全面滿意的形式,按照「署長」全權酌情規定及批准的方式、裝置、結構及物料,就「署長」規定及批准的標準、樓層、定線、闊度和設計,在圖則I以棕色顯示的該地段以北「建議興建L861道路之高架道路」範圍內鋪設、平整、提供及建造一條高架道路(包括提供及建造橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路或其他構築物)供車輛行駛;(本批地特別條款(a)(i)(I)款及(a)(i)(II)款所載的棕色範圍以下統稱「棕色範圍」);及
- (ii) 自費以「署長」全面滿意的方式保養、管理、維修和修理「棕色範圍」以保持其維修充足及狀態良好,直至「棕色範圍」或其任何部分連同該處提供及安裝的所有結構和服務根據本批地特別條款(c)款交還「政府」為止。
- (c) (ii) 「政府」保留權利在其視為恰當時收回本批地特別條款(a)(i)(I)款所載棕色範圍整體或其任何部分的管有權,以便建造擬建公共道路,而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將棕色範圍整體或其任何部分交還「政府」,惟「政府」毋須強制收回上述棕色範圍整體或其任何部分之管有權。
- (d) 如非事前獲「署長」書面同意,「承批人」不可使用「棕色範圍」儲物或興建任何臨時構築物,又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

## 52. 「黃色間黑斜線範圍」

### 第(100)條批地特別條款

- (a) 「承批人」應:
- (i) 在2021年12月31日或之前或「署長」批准的其他日期,自費以「署長」全面滿意的

方式在圖則I以黃色間黑斜線顯示之範圍(以下簡稱「黃色間黑斜線範圍」)進行園景美化工程；及

- (ii) 自費保養、管理、維修和修理「黃色間黑斜線範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色間黑斜線範圍」或其任何部分連同該處提供或安裝的所有構築物及服務的管有權根據本批地特別條款(c)款交還「政府」為止。
- (c) (ii) 「政府」保留權利在其視為恰當時收回「黃色間黑斜線範圍」整體或其任何部分之管有權，以便建造擬建公共道路，而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將「黃色間黑斜線範圍」整體或其任何部分交還「政府」，惟「政府」毋須強制收回「黃色間黑斜線範圍」整體或其任何部分之管有權。
- (d) 如非事前獲「署長」書面同意，「承批人」不可使用「黃色間黑斜線範圍」儲物或興建任何臨時構築物，又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

### 53. 不容許墳墓或骨灰龕

#### 第(104)條批地特別條款

在該地段上不得搭建或設置墳墓或骨灰龕，也不得埋葬或存放人類遺骸或動物遺骸，無論是否以陶瓶、罐子、骨灰盒或其他方式埋葬或存放。

### 54. 綠化範圍

#### 第(105)條批地特別條款

遵從此等「批地條款」，如該地段或其任何部分進行發展或重建(上述兩詞純粹指本文第7條批地一般條款所載的重建項目)，關於「地盤D」及「地盤KL」：

- (a) 在不影響本文第(7)條批地特別條款的前提下，「承批人」應自費將一圖則提交屋宇署署長(以下簡稱「屋宇署署長」)以獲得其書面批准，該圖則顯示將於其中或其內提供和保養綠化(包括但不限於提供帶土基的活體植物)的「地盤D」及「地盤KL」或在「地盤D」及「地盤KL」之已或將建立的建築物之一部分或多於一部分(以下簡稱「綠化範圍」)、「綠化範圍」的佈局和大小以及「屋宇署署長」可全權酌情要求或指定的其他資訊(包括但不限於「綠化範圍」建築工程的位置和詳情)(該項連圖則之提交以下簡稱「該項綠化提交」)。「屋宇署署長」關於何者構成「該項綠化提交」下之綠化提供及「地盤D」或在「地盤D」及「地盤KL」之已或將建立的建築物之何一部分或何等部分構成「綠化範圍」的決定是最終決定，對「承批人」具有約束力。(上述獲屋宇署署長批准的提交以下簡稱「核准綠化提交」)
- (b) 「承批人」應根據「該項綠化提交」自費進行並完成「綠化範圍」的建築工程及於之後以「屋宇署署長」全面滿意的方式保養「綠化範圍」。未經「屋宇署署長」的事先書面批准，不得對「該項綠化提交」或顯示「綠化範圍」的圖則進行任何修改、變更、更改、改動或替代；及
- (c) 除得到「屋宇署署長」的事先書面批准外，「該項綠化提交」中所示的「綠化範圍」應指定為並構成本文第(58)(a)(v)條批地特別條款所述的「公用地方」的一部分，且除用作按「該項綠化提交」所列佈局、大小、位置和詳情之「綠化範圍」外，不得就任何目的使用。

備註：

1. 根據一封由地政總署鐵路發展組於2020年10月14日發出的信件(「該信件」)，在香港鐵路有限公司(即擁有人)接納該信件之條款為前提下，批地文件內規定有關以下地盤、顏色範圍及政府樓宇完成發展、平整/園景美化或建造(視屬何種情況而定)之日期將被更改如下：

地盤	於以下日期或之前完成
「地盤C1」	2023年3月31日
「地盤C2」	2026年6月30日
「地盤D」	2027年3月31日
「地盤H」	2022年6月30日
「地盤I」	2023年6月30日
「地盤J」	2023年3月31日
顏色範圍	於以下日期或之前完成
「綠色加黑點範圍」	2023年3月31日
「綠色間黑斜線加黑點範圍」	2023年3月31日
「綠色間黑十字線範圍」	2021年6月30日
在該地段以北及於圖則I標示為 “Elevated Road on Proposed Road L861”的「棕色範圍」	2023年3月31日
「黃色間黑斜線範圍」(見下方備註2)	2022年6月30日
政府樓宇	於以下日期或之前完成
「永久公共運輸交匯處」	2020年10月15日
「長者社區照顧及支援服務中心樓宇」	2023年3月31日
「弱智人士或肢體傷殘人士輔助宿舍」	2023年3月31日
「早期教育及訓練中心」	2023年3月31日
「公共廁所」	2020年10月15日
「小學」及「中學」	2024年6月30日
「足球場」	2024年6月30日

香港鐵路有限公司已於2020年11月2日接納該信件之條款，而經香港鐵路有限公司簽署確認之該信件已在土地註冊處以文件摘要編號 20110401260017 註冊。

2. 根據一封由地政總署鐵路發展組於2021年2月4日向香港鐵路有限公司發出的信件，批地文件內規定完成平整/園景美化「黃色間黑斜線範圍」之時限已進一步延至2023年12月31日或地政總署署長可能批准的其他日期。
3. 根據一封由地政總署鐵路發展組於2021年3月23日向香港鐵路有限公司發出的信件：
- (a) 根據第(17)(a)(x)條批地特別條款，「承批人」在接獲「署長」於2021年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須履行有關提供「小學」及「中學」的責任。
- (b) 根據第(17)(a)(xi)條批地特別條款，「承批人」在接獲「署長」於2021年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須建造或提供「足球場」連附屬設施。

- (a) The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the vendor) 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 vendor to act for the purchaser as well, and a conflict of interest arises between the vendor 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.
  - (d) In the case of paragraph (c)(ii) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 謹此建議買方聘用一間獨立的律師事務所（代表賣方行事者除外），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) 如買方聘用代表賣方行事的律師事務所同時代表買方行事，而賣方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。
  - (d) 如屬上述(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。

The Owner of a parking space is liable for the Government rent payable for the specified parking space from the date of the Land Grant up to and including the date of the assignments of the specified parking space.

車位擁有人有法律責任繳付有關指明車位由批地文件之日期起計直至該等指明車位之轉讓契日期(包括該日)之地稅。

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Owner for a due proportion of the deposits for water, electricity and gas (if any) to the common part of the Phase whether or not the amount of deposits is yet to be ascertained at the date on which this sales brochure is printed.

在向買方交付車位在空置情況下的管有權時，買方須負責向擁有人補還期數公用部分的水、電力及氣體的按金（如有）的適當分攤，不論於本銷售說明印製日期按金之金額已經確定與否。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the parking space purchased by the Purchaser, caused otherwise than by the act or neglect of the purchaser.

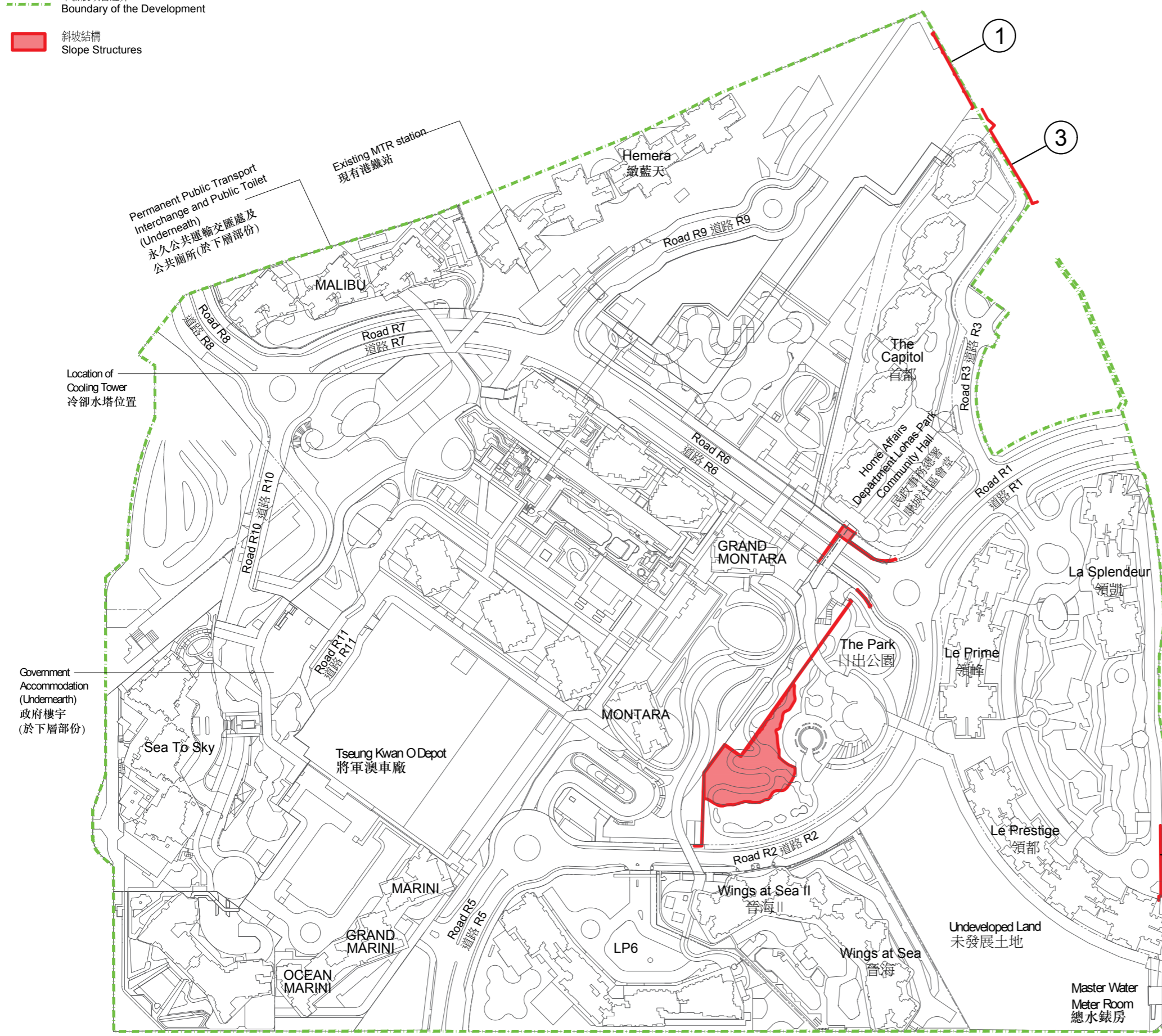
凡買方所購的車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

1. The Land Grant requires the owners of the residential properties in the Phase to maintain the slope at their own costs.
2. Special Condition No.(68)(a) of the Land Grant stipulates that “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 purposes, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.”
3. Each of the owners is obliged to contribute towards the costs of the maintenance work. Clause 16 of Section E of the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 registered in the Land Registry by Memorial No.09062303030203 (“the PDMC”) stipulates that “(a) The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to any slopes, retaining walls, supports, foundations, drainage works or other structures within or outside the Land (collectively “slope structures”), including but not limited to those slope structures more particularly identified on the Slope Plan I and Slope Plan II annexed to this Deed and those slope structures to be more particularly identified on the slope plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, for the purpose of complying with the provisions of the Government Grant and “Geoguide 5-Guide to Slope Maintenance” issued by the Geotechnical Engineering Office of the Civil Engineering and Development Department (as amended or substituted from time to time) and the maintenance manual for the slope structures (“slope maintenance manual”) prepared in accordance with Geoguide 5 Provided that if any of the slope structures is situated within or abutting on a Phase or Phases or the Station Complex, only the Owners of Units in that Phase or the relevant Phases or the Owner of the Station Complex (as the case may be) shall at their own expense be responsible for maintaining, repairing and carrying out works in respect of such slope structures in accordance with this Clause. Notwithstanding the proviso above, the cost of maintaining, repairing and carrying out works in respect of the slope structures within the Green Hatched Black Area as defined in Special Condition (8)(b)(iii) of the Government Grant and more particularly identified on Slope Plan II annexed to this Deed shall be borne by and apportioned between MTR as Owner of the Station Complex and the Owners of the part(s) of the Non-Station Development which has/have been completed for the time being pursuant to Clause 8(e) of this Section but subject to Clause 9 of this Section. (b) The Owner of the Station Complex shall at its own expense be solely responsible for maintaining, repairing and carrying out works in respect of the slope structures within or abutting on the Station Complex and more particularly identified on Slope Plan I annexed to this Deed.”
4. Under the PDMC, the manager of the Development has the owners’ authority to carry out the maintenance work. Clause 1(b)(xv) of Section I of the PDMC stipulates that the Manager shall have the powers and duties “To engage suitable qualified personnel to inspect maintain and repair the slope structures which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” published by the Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the slope maintenance manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope structures Provided that the aforesaid right of the Manager may also be exercised by the Owners Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners of the Land or the relevant Phase(s) or the Station Complex (as the case may be) if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners.”
5. The slope structures within or outside the land on which the Phase is situated, including those delineated in Slope Plan I and Slope Plan II annexed to the PDMC referred to in paragraph 3 above, are for identification purpose only shown in the plan below of this section.

1. 批地文件規定，期數中的住宅物業的擁有人須自費維修斜坡。
2. 批地文件的第(68)(a)條批地特別條款規定“如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令「署長」滿意。”
3. 每名擁有人均須分擔維修工程的費用。2009年6月16日於土地註冊處註冊為「註冊摘要」第09062303030203號之主公共契約及管理協議（「主公契」）第E節第16條規定“(a)業主必須自費保養、維修及進行與該土地以內或以外的任何斜坡、護土牆、承托物、地基、排水工程或其他構築物(統稱“斜坡構築物”)相關的必要的工程，包括但不限於該等特別顯示於附加在本公契的斜坡圖則I及斜坡圖則II內的斜坡構築物及該等特別顯示於附加在任何副公契或副副公契的斜坡圖則內的斜坡構築物，以遵守批地文件的條文及符合由土木工程署的土力工程處出具的岩土指南第五冊—斜坡維修指南(包括不時的修訂及替代)及按照岩土指南第五冊編製的斜坡維修手冊(“斜坡維修手冊”)。如任何斜坡構築物是位於或鄰接任何一期期數或多期期數或車站綜合樓，只有該一期或多期期數或車站綜合樓的業主須自費負責保養、維修及進行根據本條文所需的工程。儘管上文所述，用於保養、維修及進行於綠色間黑斜線範圍(釋義以批地文件第(8)(b)(iii)條批地特別條款為準，並特別顯示於本公契的斜坡圖則II)內的斜坡構築物的工程費用，將由作為車站綜合樓業主的香港鐵路有限公司及完成的非車站發展項目的業主根據本節第8(e)條(但限制於本節第9條)承擔及分攤。(b)車站綜合樓業主必須自費及獨自負責保養、維修及進行於車站綜合樓或鄰接車站綜合樓並特別顯示於本公契附加的斜坡圖則I內的斜坡構築物的工程。”
4. 根據主公契，發展項目的管理人獲擁有人授權進行維修工程。主公契第I節第1(b)(xv)條規定，管理人有權力及責任“聘請適當及合資格人員檢查、保養及維修根據批地文件要求該土地業主需要負責保養的斜坡構築物，以符合由土木工程署的土力工程處出具的岩土指南第五冊—斜坡維修指南(包括不時的修訂及替代)，斜坡維修手冊及由相關政府部門不時出具的有關斜坡構築物的所有指南。上述管理人的權利可以由業主立案法團行使。再者，如果管理人在盡了合理的努力後仍未能向所有有關業主收取所須工程的相關費用，管理人無須就任何為符合批地文件要求而進行之事宜負上個人責任，相關責任仍由該土地或有關期數或車站綜合樓的業主負責(視乎情況而定)。”
5. 在期數所位於的土地之內或之外的斜坡構築物，包括在上文第3段所述的在附加於主公契的斜坡圖則I及斜坡圖則II顯示的斜坡構築物，均顯示於本節下文的圖則，僅供識別用途。

### 圖例 Legend

- 本發展項目邊界  
Boundary of the Development
- 斜坡結構  
Slope Structures



### Remarks :

- ① Under the PDMC, the costs of the maintenance work for the slope structures as shown in the Plan shall be borne by the owner of Site M.
- ② Under the PDMC and the Sub-Deed of Mutual Covenant and Management Agreement of Site AB, the costs of the maintenance work for the slope structures as shown in the Plan shall be borne by the owners of Site AB.
- ③ The slope structures delineated in Slope Plan II annexed to the PDMC referred to in paragraph 3 above (as shown in the plan) have been re-delivered to The Government of HKSAR. The Highways Department shall be responsible for the maintenance work of the same.

### 註

- ① 根據主契規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤M業主承擔。
- ② 根據主契及地盤AB的副公共契約及管理協議規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤AB的業主承擔。
- ③ 在上文第3段所述的在附加於主契的斜坡圖則II顯示的斜坡構築物(在圖則中顯示)已交還予香港特別行政區政府，該斜坡構築物的維修工程由路政署負責。

1. The Purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the Purchaser will not nominate any person to take up the Assignment of the Parking Space, sub-sell the Parking Space or transfer the benefit of the Agreement for Sale and Purchase of the Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
  2. If the Vendor, at the request of the Purchaser of the Parking Space, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the Purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of 5% of the purchase price and the Purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
  3. The Purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須與賣方於正式買賣合約的協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓車位，或轉讓該車位，或轉移該車位的正式合約的權益。
  2. 如車位買方有此要求，並獲賣方(按其自己的酌情決定)同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於售價百份之五的款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該正式買賣合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。
  3. 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。







