SUMMARY OF LAND GRANT
批地文件的摘要

1. The Phase is situated on New Kowloon Inland Lot No. 6333.

2. New Kowloon Inland Lot No. 6333 (the "**Lot**") was granted under an Agreement and Conditions of Exchange dated 31 January 2012 deposited in the Land Registry as Conditions of Exchange No. 20158 (the "**Land Grant**") for a term of 50 years commencing on 31 January 2012.

3. User

Special Condition No.(14) of the Land Grant stipulates that:-

"(14) (a) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes and the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof).

(b) Without prejudice to the generality of sub-clause (a) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans, the Approved Landscape Master Plan referred to in Special Condition No.(16) hereof and any master layout plan or plans approved by the Town Planning Board."

4. Building covenant

Special Condition No.(13) of the Land Grant stipulates that:-

"(13) 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 30th day of September 2020."

5. Indemnity by Grantee

General Condition No.4 of the Land Grant stipulates that:-

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

6. Maintenance

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

"6. (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions (as defined in General Condition No.12):

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

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

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

7. The First Public Road Reserved Area and the Subway Reserved Area

Special Condition No.(7) of the Land Grant stipulates that:-

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

(i) the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia (the land and the air space excepted and reserved in this sub-clause (a)(i) are hereinafter collectively referred to as "the First Public Road Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the First Public Road, including but not limited to portion of the existing retaining wall with Feature No. 11NW-C/R 143 as shown and marked by a red line on Plan Ia, constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the First Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(ii) the stratum of land occupied by the existing subway structure or structures (hereinafter referred to as "the Pedestrian Subway") as shown on Plan Ib within the areas shown coloured pink circled black rippled black, pink circled black and pink circled black crossed black on Plan Ia (the stratum of land excepted and reserved in this sub-clause (a)(ii) is hereinafter referred to as "the Subway Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the Pedestrian Subway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Pedestrian Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(b) The Grantee shall have no rights, title, ownership, possession or use of the First Public Road Reserved Area and the Subway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the First Public Road Reserved Area as a public road and the Subway Reserved Area as a pedestrian subway or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, save any railway structures and associated facilities below the upper surface of the First Public Road existing on the day of this Agreement, no building or structure or support for any building or structure shall be erected or constructed within or on the First Public Road Reserved Area and the Subway Reserved Area except with the prior written consent of the Director who may at his sole discretion decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the First Public Road, the Pedestrian Subway and the buildings or structures erected or to be erected within or on the First Public Road Reserved Area and the Subway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the First Public Road and the Pedestrian Subway and the structures and installations supporting or appurtenant to the First Public Road and the Pedestrian Subway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the First Public Road Reserved Area and the Subway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the First Public Road and the Pedestrian Subway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

8. The Second Public Road Reserved Area

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

"(8) (a) There are excepted and reserved unto the Government the land and air space in the area shown coloured pink edged green and marked "AREA A" on Plan Ia above the level of 1.95 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion and the land and air space in the area shown coloured pink edged green and marked "AREA B" on Plan Ia above the level of 1.65 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion for the purpose of a public road (hereinafter referred to as "the Second Public Road") (the land and air spaces excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Second Public Road Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the Second Public Road constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Second Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Second Public Road Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Second Public Road Reserved Area as a public road for vehicular and pedestrian traffic or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, no building or structure or support for any building or structure shall be erected or constructed within or on the Second Public Road Reserved Area except with the prior written consent of the Director who may at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the Second Public Road and the buildings or structures erected or to be erected within or on the Second Public Road Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the Second Public Road and the structures and installations supporting or appurtenant to the Second Public Road;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Second Public Road Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Second Public Road Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage, or other effluent, air, telephone lines and other services to and from the Second Public Road Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the Second Public Road, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

9. The Highway Reserved Area (Existing West Kowloon Highway)

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

"(9) (a) There are excepted and reserved unto the Government the land and air space in the areas shown coloured pink crossed black and pink circled black crossed black on Plan Ia above the level of 12.65 metres above the Hong Kong Principal Datum or such other level as may be determined by the Director at his sole discretion for the purpose of the existing West Kowloon Highway (hereinafter referred to as "the West Kowloon Highway") (the land and air space excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Highway Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the West Kowloon Highway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the West Kowloon Highway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Highway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Highway Reserved Area as the West Kowloon Highway for vehicular traffic or otherwise.

(d) The Grantee shall not use any part or parts of the lot below the Highway Reserved Area for any purpose except as provided in sub-clause (g) of this Special Condition.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the West Kowloon Highway and the buildings or structures erected or to be erected within or on the Highway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the West Kowloon Highway and the structures and installations supporting or appurtenant to the West Kowloon Highway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Highway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Highway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Highway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the West Kowloon Highway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) No building, structure and installation shall be constructed or erected below the Highway Reserved Area except those which are required for the operation and use of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway and ancillary structures and installations. For the purpose of these Conditions "Mass Transit Railway" shall be as defined in the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation."

10. The XRL Reserved Area

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

"(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

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

11. Preservation of trees

Special Condition No.(15) of the Land Grant stipulates that:-

"(15) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. No site formation works shall be commenced on the lot or any part thereof until the consent of the Director, if required, has been granted under this Special Condition."

12. Landscape master plan

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

"(16) (a) The Grantee shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

(b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, the open-sided covered landscaped area referred to in sub-clause (e) of this Special Condition, and such other information as the Director may require. No superstructure work shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director.

(ii) Not less than 22.45% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 19.77% of the 22.45% of the area of the lot referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the 22.45% of the area of the lot shall be final and binding on the Grantee.

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

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

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

(e) The Director at his sole discretion may in calculating the gross floor area of any building or buildings erected or to be erected on the lot exclude any structure or floor space of any open-sided covered landscaped area or any part or parts thereof. The decision of the Director as to what constitutes such open-sided covered landscaped area and the calculation of the gross floor area of such open-sided covered landscaped area shall be final and binding upon the Grantee.

(f) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(40)(a)(v) hereof."

13. Development conditions

Special Condition No.(17) of the Land Grant stipulates that:-

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

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

(i) the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof);

(ii) (I) private residential purpose (such accommodation and facilities are hereinafter referred to as "the Residential Accommodation") with a total gross floor area of not less than 128,820 square metres and not more than 214,700 square metres; and

(II) commercial purpose and the Centre as defined in Special Condition No.(23) hereof (such accommodation and facilities are hereinafter referred to as "the Commercial Accommodation") with a total gross floor area of not less than 16,596 square metres and not more than 27,660 square metres;

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

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

(d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 145,416 square metres and shall not exceed 242,360 square metres;

(e) (i) the total number of residential units erected or to be erected on the lot shall not be less than 3,313; and

(ii) out of the total number of residential units provided under sub-clause (e)(i) of this Special Condition, not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each;

(f) (i) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 181.70 metres above the Hong Kong Principal Datum or such other height as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium, provided that with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods, antenna, telecommunication service equipment, lightning protection facilities, building maintenance plant and similar roof-top structures, excluding communal sky garden, may be erected or placed on the roof of the building or buildings so as to exceed the above height limit; and

(ii) no part of any podium of the development on the lot (the decision of the Director as to what constitutes such podium shall be final and binding upon the Grantee) may in the aggregate exceed a height of 27 metres above the Hong Kong Principal Datum or such other height as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium provided that:

(I) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar structures and facilities may be erected or placed on the podium of the development on the lot so as to exceed the height limit stipulated in sub-clause (f)(ii) of this Special Condition;

(II) for the purpose of calculating the height of the podium stipulated in sub-clause (f)(ii) of this Special Condition, the residential blocks, parking spaces, clubhouses, vent shafts for the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof), covered walkway, the Facilities provided under Special Condition No.(19) hereof and any other structures as shown on the Approved Landscape Master Plan and any master layout plan or plans approved by the Town Planning Board erected or to be erected at, on, over or above the podium of the development on the lot shall not be taken into account for such calculation; and

(III) in calculating the podium height referred to in sub-clause (f)(ii) of this Special Condition, the height shall be measured up to the structural level of the podium (the decision of the Director as to what constitutes such structural level shall be final and binding on the Grantee);

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

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

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

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

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

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

(h) (i) except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed, and no object or material of whatsoever nature shall be stored or placed on, over, above or within that part of the lot shown coloured pink double hatched black on Plan Ic (hereinafter referred to as "the Building Set Back Area");

(ii) notwithstanding the provision in sub-clause (h)(i) of this Special Condition, the Grantee may erect or allow to be erected on the Building Set Back Area such boundary walls, fences, landscaping and recreational facilities and such other structures or facilities as may be approved in writing by the Director;

(i) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and such other works as may be permitted by the Director in writing) shall be commenced on the lot until such approval shall have been obtained."

14. Recreational facilities

Special Condition No.(19) of the Land Grant stipulates that:-

"(19) (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof, subject to Special Condition No.(70)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.

(c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(40)(a)(v) hereof;

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

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

15. Kindergarten cum child care centre

Special Condition No.(23) of the Land Grant stipulates that:-

"(23) (a) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct and provide within the lot accommodation for a kindergarten cum child care centre with a total gross floor area of not less than 1,000 square metres (hereinafter referred to as "the Centre").

(b) Space shall be provided within the lot in all respects to the satisfaction of the Director for the parking of motor vehicles for the Centre.

(c) The location, design and standard of the Centre shall be subject to the prior written approval of the Secretary for Education and the Director of Social Welfare.

(d) The Centre shall be operated and maintained in all respects to the satisfaction of the Secretary for Education and the Director of Social Welfare.

(e) The area so provided for the Centre shall be taken into account for the purpose of calculating the total gross floor area of the Commercial Accommodation stipulated in Special Condition No.(17)(a)(ii)(II) hereof."

16. Use of the Nam Cheong Station

Special Condition No.(24) of the Land Grant stipulates that:-

"(24) (a) The railway station (which was existing on the old lot at the date of this Agreement) together with such ancillary railway structures, facilities, subways and roads for the operation of railway (which railway station and ancillary railway structures, facilities, subways and roads are hereinafter collectively referred to as "the Nam Cheong Station" which shall comprise of the KCR Portion as defined in Special Condition No.(25)(a) hereof and the MTR Portion as defined in Special Condition No.(27)(a) hereof) shall not be used for any purpose other than for the purpose of a railway station and such purposes ancillary to the use, operation and management of the railway (for the avoidance of doubt excluding staff housing) and such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may use or permit or suffer the use of the KCR Portion (as defined in Special Condition No.(25)(a) hereof) or any part thereof for the provision of services or articles for the use or enjoyment of passengers on the railway.

(c) The Grantee shall at his own expense use, operate and maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) the KCR Portion for the operation of the West Rail and the MTR Portion for the operation of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway.

(d) The Nam Cheong Station shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof."

17. Access to the Nam Cheong Station by the Government

Special Condition No.(31) of the Land Grant stipulates that:-

"(31) (a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorized 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 not less than fourteen days' prior notice except in case of emergency) with or without tools, equipment, machinery or motor vehicles for the purposes of inspection of the Nam Cheong Station, or any structures or installations or tunnels or any part thereof in relation to the West Rail or the Mass Transit Railway or both.

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

(c) (i) There is reserved to the Government, its officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, plants, machinery or motor vehicles the right of occupation and unrestricted ingress, egress and regress at all times to, from and through the area of the lot shown coloured pink and pink hatched black edged indigo and marked 'AREA C' on Plan Ia (hereinafter referred to as "AREA C") above the XRL Reserved Area or any part or parts of the lot and the Nam Cheong Station for the purposes of demolition, modification and reconstruction at, its or their own costs of the building or buildings or structure, or structures, piles, foundations, footings and supports (including any of the installations and facilities therein) erected or to be erected therein as may be required by the Government for the purpose of or in connection with the construction of the XRL at the sole discretion of the Director.

(ii) In exercising the rights conferred under sub-clause (c)(i), of this Special Condition, the Government shall:

(I) permit during the operational hours of the Nam Cheong Station members of the public access to and from the existing station entrance in AREA C (hereinafter referred to as the "Station Entrance") or any part or parts thereof; and

(II) not, without the consent of the Railway Corporations (as defined in Special Condition No.(65)(a) hereof) (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation and safety of the railway therein.

(iii) Without prejudice to Special Condition Nos.(65) and (66) hereof, the rights conferred under sub-clause (c)(i) of this Special Condition shall cease and determine when the possession of the Second Deferred Possession Area is given to and taken by the Grantee under Special Condition No.(5)(a)(ii)(II) hereof.

(iv) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance."

18. Access to Nam Cheong Station by the public

Special Condition No.(32) of the Land Grant stipulates that:-

"(32) The Grantee shall throughout the term hereby agreed to be granted permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Nam Cheong Station."

19. Government's right of access to the Lot, to the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area, the XRL Reserved Area, the Proposed Footbridges and the Covered Footbridge

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

"(33) (a) Throughout the term hereby agreed to be granted, the Grantee shall free of costs and at all times permit the Government and operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any other parties so authorized by it or them (upon giving prior reasonable notice except in the case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, over or through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for the purposes of:

(i) inspecting, maintaining, repairing and reconstructing the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area and the XRL Reserved Area and carrying out any works which the Director may consider necessary thereon or therein;

(ii) viewing the state and condition of the First Public Road, the Second Public Road, the Pedestrian Subway, the West Kowloon Highway and the XRL or any part or parts thereof for the purpose of carrying out construction, repair, maintenance and alteration works thereto;

(iii) inspecting, laying, repairing and maintaining drains, sewers and any other services running across, through or under the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area and the XRL Reserved Area;

(iv) inspecting, checking and supervising any works to be carried out in compliance with these Conditions and inspecting, checking, managing, constructing, connecting, repairing, maintaining, supervising and carrying out any other works which the Director may consider necessary in respect of the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof); and

(v) erecting, installing, repairing, and maintaining street lightings, traffic signs, traffic signals and other forms of equipment on the external part or parts of the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof) and within the lot which in the opinion of the Director (whose opinion is final and binding on the Grantee) are considered necessary for regulating vehicular and pedestrian traffic.

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

20. Pedestrian link to buildings and facilities

Special Condition No.(34) of the Land Grant stipulates that:-

"(34) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths within the lot (together with such stairs, ramps, lightings, ventilations, passenger lifts, escalators and footbridge supports as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in sub clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:

(i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve; and

(ii) link up all major facilities within the lot including the Nam Cheong Station, the Commercial Accommodation, the Residential Accommodation, open space, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof) and the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof) at such locations and levels as the Director shall approve.

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

(d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof), the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No.(17)(d) hereof."

21. Footbridge Links and Proposed Footbridges

Special Condition No.(35) of the Land Grant stipulates that:-

"(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No.(13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No.(13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(II) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges 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.

(iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

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

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No.(40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

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

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions."

22. Construction of Covered Footbridge

Special Condition No.(36) of the Land Grant stipulates that:-

"(36) (a) The Grantee shall on or before the date stipulated in Special Condition No.(13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The 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.

(iii) 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.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all 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, over, up and down the Covered Footbridge.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee."

23. Replacement of Footbridge Links, Footbridge Connections and Supports and the Covered Footbridge

Special Condition No.(37) of the Land Grant stipulates that:-

"(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos.(35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose Of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos.(34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge."

24. Private Open Space

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

"(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No.(13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

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

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No.(42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No.(42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use."

25. Parking requirements

Special Condition No.(44)(a)(i) and (ii) of the Land Grant stipulates that:-

"(44) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	**No. of the Residential Parking Spaces to be provided**
Less than 40 square metres	One space for every 24 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 14.5591 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 5.8286 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2.9033 residential units or part thereof
Not less than 160 square metres	One space for every 1.6 residential units or part thereof

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

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No.(17)(d) hereof; and

(II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No.(17)(d) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

"

Special Condition No.(44)(a)(iii) of the Land Grant stipulates that:-

"(44) (a) (iii) (I) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of five spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

(II) If less than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided."

Special Condition No.(44)(b)(i) of the Land Grant stipulates that:-

"(44) (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation at a rate of one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for the "Commercial Accommodation."

Special Condition No.(44)(b)(iii) of the Land Grant stipulates that:-

"(44) (b) (iii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

Special Condition No.(44)(c)(i) of the Land Grant stipulates that:-

"(44) (c) (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director:

(I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);

(II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

(III) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition."

Special Condition No.(44)(c)(iii) of the Land Grant stipulates that:-

"(44) (c) (iii) The spaces provided under sub-clause (c)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

Special Condition No.(44)(d) of the Land Grant stipulates that:-

"(44) (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:

(I) ten percent of the total number of Residential Parking Spaces and visitors' parking spaces required to be provided respectively under sub-clauses (a)(i) and (a)(iii) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");

(II) ten percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition;

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

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

(iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

26. Loading and unloading requirements

Special Condition No.(45)(a) and (b) of the Land Grant stipulates that:-

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

(i) (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit;

(II) if less than 75 residential units are provided in any block of residential units erected or to be erected on the lot, a minimum of two loading and unloading spaces for all such blocks of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within such blocks of residential units;

(ii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for the Commercial Accommodation;"

(b) Each of the spaces provided under sub-clause (a)(i) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

27. Restriction on alienation of Residential Parking Spaces and Residential Motor Cycle Parking Spaces

Special Condition No.(48)(a) of the Land Grant stipulates that:-

"(48) (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

(ii) underlet except to the residents of the residential units in the building or buildings erected or to be erected on the lot.

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

28. Provision of public lay-by

Special Condition No.(49)(a), (b) and (c) of the Land Grant stipulates that:-

"(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption."

29. Refuse collection

Special Condition No.(52)(a), (b)(i), (b)(ii) and (b)(iii)(I) of the Land Grant stipulates that:-

"(52) (a) The Grantee shall at his own expense provide, construct and maintain in all respects to the satisfaction of the Director of Food and Environmental Hygiene a comprehensive system of refuse collection from each floor of the building or buildings erected or to be erected on the lot.

(b) (i) 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 one refuse collection point together with such ancillary facilities as the Director of Food and Environmental Hygiene shall approve (hereinafter referred to as "the Refuse Collection Point") and such spaces (which shall not be less than one) for the parking, loading and unloading of refuse collection vehicles as may be approved or required by the Director of Food and Environmental Hygiene in accordance with the Approved Building Plans on such date or dates as shall be determined by the Director.

(ii) The Refuse Collection Point shall occupy an area of not less than 220 square metres with a frontage of 11 metres and a depth of 20 metres or of such dimensions as shall be approved by the Director.

(iii) (I) The spaces for the parking, loading and unloading of refuse collection vehicles provided in accordance with sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the purpose of parking, loading and unloading of refuse collection vehicles."

30. No hawkers

Special Condition No.(53) of the Land Grant stipulates that:-

"(53) The Grantee shall not permit or suffer any hawker to carry on business within the lot and the Covered Footbridge and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot and the Covered Footbridge shall be displayed prominently by the Grantee near all entrances to the lot. For the purposes of these Conditions, "hawker" shall be as defined in section 2 of the Public Health and Municipal Services Ordinance (Cap. 132), any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot and the Covered Footbridge other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions."

31. Maintenance of existing Temporary Public Transport Interchange until relocation

Special Condition No.(54) of the Land Grant stipulates that:-

"(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No.(5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government

from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI."

32. Cutting away

Special Condition No.(56) of the Land Grant stipulates that:-

"(56) (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 founation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(55) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

33. Anchor maintenance

Special Condition No.(58) of the Land Grant stipulates that:-

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

34. Ground settlement

Special Condition No.(59) of the Land Grant stipulates that:-

"(59) (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.

(b) The Grantee undertakes that prior to any development or redevelopment of the lot it will at his own expense undertake a detailed geotechnical study of the ground conditions of the lot to provide for any future changes in the levels of the lot which may occur, whether as a result of ground settlement including residual settlement. The Grantee shall take due account of the findings of the study in the design of all infrastructure works, buildings, structures, services, utility connections, internal roads, bridges, footbridges and pavements or any other works (hereinafter collectively referred to as "the Infrastructure Works") and shall carry out all his positive obligations under these Conditions in such a way as to ensure that the Infrastructure Works are not adversely affected by any settlement or change in the levels of the lot which may occur in the future which would have been reasonably foreseeable.

(c) The Grantee hereby acknowledges and accepts that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies or works to protect against or remedy future changes to the levels of the lot will be his sole responsibility and that the Government shall be under no liability to the Grantee his successors or assigns in respect of such costs, charges, fees and expenses.

(d) The Grantee for and on behalf of himself, his successors and assigns hereby expressly waives any and all claims he might have against the Government as a result of or arising out of the reclamation works, and on his behalf and on behalf of his 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 levels of the lot, and hereby on his behalf and on behalf of his successors and assigns, covenants that he 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 levels was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of this Special Condition.

(e) The Government has given no warranty, express or implied, to the Grantee as to the suitability or fitness of the lot or any part thereof for development, whether in accordance with these Conditions or otherwise. The Grantee, for himself, his successors or assigns, covenants not to make any claim, or demand against the Government for any loss or damage whatsoever or howsoever arising, that he may suffer as a result of or arising from the state and condition of the lot, any future ground or residual settlement of the lot, or any change in the levels of the lot which may make the lot unfit for the original purpose for which he acquired the lot, or which may render it impossible for the Grantee to achieve the scale or type of development originally intended by the Grantee, or which may involve the Grantee in any untoward or unanticipated additional costs and expenses which may be necessary for the development of the lot."

35. Spoil or debris

Special Condition No.(60) of the Land Grant stipulates that:-

"(60) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

36. Constructions of drains and channels and connecting drains and sewers

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

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

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

37. Utility Reserved Area

Special Condition No.(63) of the Land Grant stipulates that:-

"(63) (a) There is excepted and reserved unto the Government the underground stratum within the areas shown coloured pink cross-hatched green hatched black stippled black, pink cross-hatched green stippled black, pink cross-hatched green and pink cross-hatched green rippled black on Plan Ia between the levels of 1.00 metre below the Hong Kong Principal Datum and 3.00 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion (which underground stratum excepted and reserved in this sub-clause (a) is hereinafter referred to as "the Utility Reserved Area").

(b) The Grantee shall have no rights, title, ownership, possession or use of the Utility Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clause (a) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Utility Reserved Area.

(d) No building or structure or support for any building or structure shall be erected or constructed on, over, above, below or within the Utility Reserved Area except with the prior written consent of the Director who may, at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit and the Grantee:

(i) acknowledges the existence of structures and installations in relation to the operation of the Mass Transit Railway in or passing through the Utility Reserved Area and shall carry out necessary protective measures as referred to in Special Condition No.(65) hereof; and

(ii) shall keep and maintain a clear air space extending upwards from the ground level to a height of not less than 5.10 metres above ground level above the Utility Reserved Area and for the purpose of this sub-clause the decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(e) Throughout the term hereby agreed to be granted, the Director and his officers, contractors and agents, his or their workmen and authorized persons with or without tools, equipment, plant, machinery or motor vehicles shall have the rights of unrestricted ingress, egress and regress at all times (upon giving prior reasonable notice except in the case of emergency) to and from the Utility Reserved Area through the lot for the purpose of laying, inspecting, maintaining, repairing and renewing sewers and other structures, installations and services (hereinafter referred to as "the Utilities") running across, through, or within the Utility Reserved Area. Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Director, his officers, contractors and agents, his or their workmen and authorised persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by them of the right of ingress, egress and regress and in laying, inspecting, maintaining, repairing and renewing the Utilities conferred under this sub-clause and no claim shall be made against the Director and his officers, contractors and agents, his or their workmen and authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance."

38. Waterworks Reserve Areas

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

"(64) (a) Except with the prior written consent of the Director of Water Supplies, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas of the lot enclosed by dashed black lines shown and marked "WWR" on Plan Ia (hereinafter referred to as "the Waterworks Reserve Areas") other than turfing and any other structures which at the date of this Agreement are or shall be permitted to be erected or constructed or placed on, over, under, above, below or within the Waterworks Reserve Areas. No materials or object shall be placed or stacked nor vehicles (except those that can be readily driven away) parked on or within the Waterworks Reserve Areas. The decision of the Director of Water Supplies as to whether the vehicles can be readily driven away shall be final and binding on the Grantee.

(b) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1.0 metre from any hydrant outlet within the Waterworks Reserve Areas.

(c) Except with the prior written approval of the Director of Water Supplies, tree or shrub planting and site formation shall be prohibited within the Waterworks Reserve Areas.

(d) If diversion of the Government water mains laid within the Waterworks Reserve Areas is required by the Grantee, the proposed routing has to be approved by the Director of Water Supplies and the cost of relocating the Government water mains shall be borne by the Grantee and such part or parts of the lot on, over, under, above, below or within which the new water mains is or are laid shall also form part of the Waterworks Reserve Areas.

(e) The Grantee shall pay to the Government on demand the cost of repair and reinstatement to any Government water mains, valves, valve pits, chambers or structures and the like relating to the Government water mains which shall become necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the lot by the Grantee, its servants, workmen and contractors and shall indemnify the Government against any such claim, action or demand arising therefrom.

(f) There is reserved unto the Government and the Director of Water Supplies, its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery, motor vehicles or heavy lorry with hydraulic loader the right of free and unrestricted ingress, egress and regress and at all times to, from and through the lot or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the existing Government water mains valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Areas. The Grantee shall seek prior agreement from the Director of Water Supplies in case any development that would alter the ingress, egress and regress to, from and through the lot to the Waterworks Reserve Areas.

(g) The Government, the Director of Water Supplies and any of the class of persons referred to in sub-clause (f) of this Special Condition shall have no liability whatsoever to the Grantee 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 of ingress, egress and regress referred under sub-clause (f) of this Special Condition and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(h) The Grantee acknowledges that there are Government water mains, valves, valve pits, chambers and other waterworks structures and facilities (hereinafter collectively referred to as "the Existing Water Mains") within the Waterworks Reserve Areas. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Existing Water Mains and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Water Mains.

(i) No removal or relocation of the Existing Water Mains shall be carried out without the prior written approval of the Director who may, in granting approval, impose such conditions as he may deem appropriate."

39. Protection of Mass Transit Railway and West Rail

Special Condition No.(65) of the Land Grant stipulates that:-

"(65) (a) Prior to commencement of any works whatsoever on the lot, the Grantee shall consult the MTR Corporation Limited and the Kowloon-Canton Railway Corporation (hereinafter collectively referred to as "the Railway Corporations"), who at the time of this Agreement are operating the Mass Transit Railway and the West Rail respectively in and through the Nam Cheong Station, so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Mass Transit Railway and the West Rail and any extension thereto (hereinafter collectively referred to as "the Railways") (as to which the decision of the Director shall be conclusive) and if required by the Government, the Grantee shall, at his own expense, take such precautions as may be required by the Railway Corporations to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railways.

(b) The Grantee shall satisfy himself as to the extent of the Railways constructed or to be constructed on, under and adjoining to the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence and operation of the Railways.

(c) Any damage done to the Railways or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the satisfaction of the Railway Corporations.

(d) The Grantee shall establish adequate communication channels with the Railway Corporations as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours.

(e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the Railways.

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

(g) The Grantee shall permit the Director, the Railway Corporations and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railways. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Grantee.

(h) In the event the Railway Corporations or either one of them cease or ceases to operate the Railways or any part of the Railways affecting the lot upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance (Cap. 556) in respect of the Mass Transit Railway, or pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap. 372) in respect of the West Rail, or otherwise, any reference to the Railway Corporations in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government."

40. Protection of XRL

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

"(66) (a) (i) Prior to the commencement of any works whatsoever on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government to operate the XRL (the person or persons nominated to operate the XRL is hereinafter referred to as "the XRL Operator") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the XRL (as to which the decision of the Director shall be conclusive) and if required by the Government the Grantee shall, at his own expense, take such precautions as may be required by the Government or the XRL Operator to ensure the safety of any railway works, structures, facilities or installations and the operation of the XRL.

(ii) Prior to the commencement of any substructure works to be done by the Grantee on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government for the construction, protection and operation of the XRL (hereinafter referred to as "the Nominated Persons") so as to ensure that any such substructure works do not damage, interfere with or endanger the XRL, either planned, completed or being constructed, or any structures, facilities and installations thereof or the safe construction and operation of the XRL. During the consultation, the Grantee shall submit to the Government drawings or any design information if required by the Government or the Nominated Persons, of any the temporary and permanent works within 30 metres of the XRL. The works including but not limited to the type and quantity of the monitoring instrumentation shall be subject to the agreement of the Government or the Nominated Persons.

(b) The Grantee shall satisfy himself as to the extent of the XRL constructed or to be constructed in the XRL Reserved Area and in the areas adjoining the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence and operation of the XRL.

(c) Any damage done to the XRL or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the satisfaction of the Government, the Nominated Persons and the XRL Operator.

(d) The Grantee shall establish adequate communication channels with the Government, the Nominated Persons and the XRL Operator as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours.

(e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the XRL.

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

(g) The Grantee shall permit the Director, the Nominated Persons, the XRL Operator and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the XRL. The Director, the Nominated Persons, the XRL Operator and their duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim or objection shall be made against him or them by the Grantee."

41. No grave or columbarium permitted

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

"(68) 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."

42. Projecting structures, structures and emergency vehicular access of Nam Cheong Station

Under an no-objection letter dated 2 July 2020 (**"the Letter"**) issued by the Railway Development Section of the Lands Department to Kowloon-Canton Railway Corporation (**"KCRC"**) (as the Owner of the KCR Portion) and MTR Corporation Limited (**"MTR"**) (as the Owner of the MTR Portion), the Government has confirmed that (i) projecting structures (including claddings, railings, architectural fins, the MTR signages, canopies and the associated structures) as shown coloured pink on the plan (PLAN No.RDM1953) annexed thereto (**"the Plan"**) in existence as at the date of the Letter (**"the Projecting Structures"**) and forming part of the Nam Cheong Station are permitted to project over and above the Government land adjoining the Lot, (ii) structures (including walls and concrete road dividers) in existence as at the date of the Letter (**"the Structures"**) and forming part of the Nam Cheong Station are permitted to be erected or placed on Government land shown coloured pink stippled black on the Plan and (iii) a portion of the emergency vehicular access of the Nam Cheong Station in existence as at the date of the Letter (**"the Emergency Vehicular Access"**) is permitted to occupy the Government land shown coloured pink cross-hatched black on the Plan, all for the lifetime of the Nam Cheong Station or until the expiration of the lease term of the Lot, whichever shall be the earlier subject to the conditions set out in the Letter. KCRC and MTR shall at their own expense maintain the Projecting Structures, the Structures and the Emergency Vehicular Access in good and substantial repair and condition in all respects to the satisfaction of the Director.

SUMMARY OF LAND GRANT
批地文件的摘要

1. 「發展期數」位於新九龍內地段第6333號。

2. 新九龍內地段第6333號(「**該地段**」)乃根據2012年1月31日訂立並於土地註冊處註冊為《換地條件第20158號》之《換地協議及條件》(「**批地文件**」)批授，批租年期為2012年1月31日開始50年。

3. 用途

「批地文件」特別條款第(14)條訂明：

『(14) (a) 該地段或其任何部分或現已或將會建於該地段或其任何部分之任何建築物或任何建築物部分除作非工業用途(不包括貨倉、酒店及加油站)及用作南昌站(釋義以本文特別條款第(24)(a)條所訂為準)外，概不可作任何其他用途；

(b) 茲毋損本特別條款(a)款之一般性，該地段或其任何部分或現已或將會建於該地段或其任何部分之任何建築物或任何建築物部分除依照此等「批地條款」、「經批准的建築圖則」、本文特別條款第(16)條所載的「經批准的園景美化總綱圖」和經城市規劃委員會批核的任何總綱發展藍圖作設計、建造及原擬用途外，概不可作任何其他用途。』

4. 建築契諾

「批地文件」特別條款第(13)條訂明：

『(13) 「承批人」應全面遵照此等「批地條款」及現時或於任何時間在香港生效的所有有關建築、衛生及規劃條例、附例及規例發展該地段，在該處建造一座或多座建築物，並於2020年9月30日或之前竣工且可以入伙。』

5. 「承批人」賠償

「批地文件」一般條款第4條訂明：

『4. 倘因「承批人」違反此等「批地條款」又或毗連或毗鄰土地或該地段受損或出現泥土或地下水污染，而地政總署署長(以下簡稱「署長」，其意見將作終論並對「承批人」具約束效力)認為有關損害或泥土或地下水污染乃因「承批人」使用該地段或建於該處任何發展項目或重建項目或其任何部分又或「承批人」於該地段進行任何活動或執行任何工程所致，則不論「承批人」使用該地段、發展或重建、進行活動或執行工程乃遵從或違反此等「批地條款」，「承批人」現承諾就任何由此招致或產生的訴訟、法律程序、責任、索求、費用、開支、損失(不論屬經濟或其他性質)及申索向「政府」作出賠償，並確保其免責。』

6. 維修

「批地文件」一般條款第6條訂明：

『6. (a) 「承批人」應在整個批租期內遵照此等「批地條款」(釋義以一般條款第12條所訂為準)進行建造或重建工程(本詞指下文(b)款所述的重建工程)：

(i) 依照經批准的設計、布局或高度及任何經批准的建築圖則(不得作任何更改或修改)維修所有建築物；及

(ii) 維修現已或此後將會按照此等「批地條款」或日後任何合約修訂條文建造的所有建築物，使其修繕妥當與狀態良好，以及在批租期屆滿或提前終止時以同等的修繕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任何現有建築物，「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小於現有建築物或經「署長」批核有關類型及價值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」應在拆卸前一(1)個曆月內向「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(3)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. 「第一公共道路專用地方」及「隧道專用地方」

「批地文件」特別條款第(7)條訂明：

『(7) (a) 「政府」現獲例外保留：

(i) 現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即現於「圖則1b」以粉紅色加黑波紋線、於「圖則1a」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍(本(a)(i)款例外保留的土地及空域範圍以下統稱「第一公共道路專用地方」)，並且連同：

(I) 所有必要的權利佔用「第一公共道路」所有支承結構與連接段，包括但不限於現有護土牆連護土物第11NW-C/R143號，即「圖則Ia」以紅線標明的部分。上述支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、水平及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「第一公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(ii) 「圖則Ib」所示以現有一個或多個隧道結構佔用的地層(以下簡稱「行人隧道」)，即現於「圖則Ia」粉紅色加黑圈黑波紋線、粉紅色加黑圈及粉紅色加黑圈黑交叉線顯示的範圍(本(a)(ii)款例外保留的地層以下統稱「隧道專用地方」)，並且連同：

(I) 所有必要的權利佔用「行人隧道」所有支承結構與連接段，此等支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「行人隧道」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(b) 「承批人」概無「第一公共道路專用地方」及「隧道專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第一公共道路專用地方」作為公共道路及「隧道專用地方」作行人隧道等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，除於本協議生效當日現存於「第一公共道路」上層路面對下的任何鐵路結構及相關設施外，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第一公共道路專用地方」及「隧道專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第一公共道路」、「行人隧道」和現已或將會建於「第一公共道路專用地方」及「隧道專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」及「行人隧道」和「第一公共道路」及「行人隧道」各支承及從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第一公共道路專用地方」及「隧道專用地方」和其任何部分及「第一公共道路專用地方」及「隧道專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第一公共道路專用地方」、「隧道專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第一公共道路」及「行人隧道」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。』

8. 「第二公共道路專用地方」

「批地文件」特別條款第(8)條訂明：

『(8) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」並高於香港主水平基準1.95米或「署長」全權酌情指定其他水平的土地及空域範圍，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」並高於香港主水平基準1.65米或「署長」全權酌情指定其他水平高於的地面及空域範圍，以作公共道路用途(以下簡稱「第二公共道路」)(本(a)款例外保留的土地及空域範圍以下統稱「第二公共道路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「第二公共道路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「第二公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「第二公共道路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第二公共道路專用地方」作公共行車及行人道路等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第二公共道路專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第二公共道路」和現已或將會建於「第二公共道路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第二公共道路」及「第二公共道路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第二公共道路專用地方」及其任何部分和「第二公共道路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第二公共道路專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第二公共道路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。』

9. 「公路專用地方」(現有西九龍公路)

「批地文件」特別條款第(9)條訂明：

『(9) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示並高於香港主水平基準12.65米或「署長」全權酌情指定其他水平的土地及空域範圍，以作現有西九龍公路(以下簡稱「西九龍公路」)用途(本(a)款例外保留的土地及空域範圍以下統稱「公路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「西九龍公路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「西九龍公路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「公路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就着使用「公路專用地方」作「西九龍公路」行車等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 除本特別條款(g)款所訂用途外，「承批人」不可使用「公路專用地方」對下的該地段任何部分作任何其他用途。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「西九龍公路」和現已或將會建於「公路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「西九龍公路」及「西九龍公路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「公路專用地方」及其任何部分和「公路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「公路專用地方」或其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「西九龍公路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(g) 除非因地下鐵路東涌線及機場快線和附屬結構與裝置的運作或使用所需，否則不可在「公路專用地方」之下建造或搭建任何建築物、構築物及裝置。茲於此等「批地條款」，「地下鐵路」之釋義以《香港鐵路條例》、其任何附屬規例及相關修訂法例所訂為準。』

10.「高鐵香港段專用地方」

「批地文件」特別條款第(10)條訂明：

『(10) (a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段(以下簡稱「高鐵香港段」)(本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」)。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件(不論經過改造與否)及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件(以下統稱「支承結構」)。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」(不論「政府」有否進行改造或重建工程)，以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」(不論「政府」有否進行改造或重建工程)外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」(釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準)現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。』

11. 保育樹木

「批地文件」特別條款第(15)條訂明：

『(15) 在獲署長書面同意之前(署長於簽發同意書時可施加其認為適當的移植、補償美化或重植條件)，承批人不得移除或干擾於該地段或鄰近地方生長的樹木。任何地盤平整工程不得在該地段或任何部份上動工，直至署長根據本特別條款(如須要)授予同意為止。』

12. 園景美化總綱圖

「批地文件」特別條款第(16)條訂明：

『(16) (a) 「承批人」應自費向「署長」提交園景美化總綱圖，列明擬遵照本特別條款(b)款規定於該地段提供各園景工程的位置、規劃及布局，以供「署長」批核。

(b) (i) 園景美化總綱圖比例應為1：500或更大，並須載明園景美化建議書的資料，包括現有樹木普查及處理方案、地盤平面圖及平整面標高、房屋發展概念模式、園景建築工程區及花卉樹木種植工程區圖解布局、本特別條款(e)款所載的有蓋戶外園景美化地方和「署長」指定的其他資料。該地段或其任何部分的任何上層結構工程必須待至園景美化總綱圖經「署長」書面批准，方可動工。

(ii) 該地段須有不少於該地段22.45%面積種植樹木、灌叢或其他植物。

(iii) 本特別條款(b)(ii)款所載的該地段22.45%面積中，須有不少於19.77%(以下簡稱「綠化範圍」)設於「署長」全權酌情指定的位置或樓層，以確保「綠化範圍」在行人視線之內或可供進入該地段的任何人士或人等通行。

(iv) 「署長」就「承批人」所建議園景工程是否佔該地段22.45%面積所作的決定將作終論，並對「承批人」約束。

(v) 「署長」可全權酌情接納「承批人」建議取代種植樹木、灌叢或其他植物的非種植綠化特色。

(c) 「承批人」應按照經批准的園景美化總綱圖(以下簡稱「經批准的園景美化總綱圖」)，自費以「署長」全面滿意的方式在該地段進行園景工程，如非事前獲「署長」書面同意，不得對經批准的園景美化總綱圖作任何修改、修訂、更改、改動或取代。

(d) 嗣後，「承批人」應自費保養和維修園景工程，以維持其安全、清潔、整齊、實用及健康狀態，全面令「署長」滿意。

(e) 「署長」可全權酌情於計算現已或將會建於該地段任何一座或多座建築物的樓面總面積時，不計入任何有蓋戶外園景美化地方或其任何部分之結構或樓面空間。「署長」就何謂有蓋戶外園景美化地方及其樓面總面積計算方法所作的決定將作終論，並對「承批人」約束。

(f) 根據本特別條款進行園景工程的一處或多處地方，一律指定並且納為特別條款第(40)(a)(v)條所載的「公用地方」。』

13. 發展條件

「批地文件」特別條款第(17)條訂明：

『(17) 遵從此等「批地條款」之規定，如該地段或其任何部分進行發展或重建(上述重建一詞指一般條款第6條所載的重建項目)：

(a) 「承批人」只可在該地段進行興建、建造、提供及維修下列樓宇和設施：

(i) 南昌站(釋義以特別條款第(24)(a)條所訂為準)；

(ii) (I) 作私人住宅用途(此等樓宇及設施以下簡稱「住宅樓宇」)，樓面總面積不小於128,820平方米但不大於214,700平方米；及

(II) 作商業用途和本文特別條款第(23)條載明釋義的「中心」(此等樓宇及設施以下簡稱「商業樓宇」)，樓面總面積不小於16,596平方米及不大於27,660平方米；

(b) 現已或將會建於該地段的任何一座或多座建築物必須全面遵從《建築物條例》、其任何附屬規例及相關修訂法例的規定；

(c) 如在該地段或其任何部分或此等「批地條款」所指定該地段外任何範圍建造一座或多座建築物，又或發展或使用該地段或其任何部分或此等「批地條款」指定的該地段外任何範圍，必須全面遵從《城市規劃條例》、其任何附屬規例及相關修訂法例的規定，否則不得進行；

(d) 現已或將會建於該地段的任何一座或多座建築物的樓面總面積應不小於145,416平方米及不大於242,360平方米；

(e) (i) 現已或將會建於該地段的住宅單位總數應不少於3,313個；及

(ii) 根據本特別條款(e)(i)款提供的住宅單位總數中，不少於2,485個住宅單位各自的實用面積不可超過50平方米；

(f) (i) 現已或將會建於該地段的任何建築物或其他構築物的部分連同該處任何加建物或配件(如有者)的總高度不可高於香港主水平基準超過181.70米或「署長」書面批准的其他高度，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。然而，如事前獲「署長」書面批准，各建築物天台可搭建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋、天線、電訊服務設備、避雷保護設施、屋宇維修器材及同類天台結構，但不包括空中花園；及

(ii) 該地段上發展項目的任何平台部分(「署長」就何謂平台所作的決定將作終論，並對「承批人」約束)的總高度不可高於香港主水平基準超過27米或「署長」書面批准的其他高度，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。然而：

(I) 如事前獲「署長」書面批准，該地段上發展項目的平台可搭建或放置超出本特別條款(f)(ii)款所述高度限制的機房、冷氣機、水箱、梯屋及同類構築物及設施；

(II) 計算本特別條款(f)(ii)款所述平台的高度時，現已或將會建於該地段上發展項目平台中、上或跨越該處的住宅大廈、車位、會所、南昌站通風口(釋義以本文特別條款第(24)(a)條所訂為準)、有蓋走道、根據本文特別條款第(19)條提供的「設施」及「經批准的園景美化總綱圖」或城市規劃委員會批准的任何總綱發展藍圖所示之任何其他構築物均不會連計在內；及

(III) 計算本特別條款(f)(ii)款所述平台的高度時，將量度至平台結構水平為止(「署長」就何謂結構水平所作的決定將作終論並對「承批人」約束)；

(g) (i) 如非事前獲「署長」書面批准，現已或將會建於該地段個別建築物或建築物群的面牆伸展長度不可達到或超過60米；

(ii) 茲為本特別條款(g)(i)款之目的：

(I) 「署長」就何謂個別建築物或建築物部分或建築物群所作的決定將作終論並對「承批人」約束；

(II) 如任何兩座建築物之間的最短水平距離不足15米，任何現已或將會建於該地段的兩座或多座建築物即被視作建築物群；

(III) 「署長」就何謂現已或將會建於該地段個別建築物或建築物群面牆伸展長度所作的決定將作終論並對「承批人」約束；及

(IV) 計算本特別條款(g)(i)款所載的面牆伸展長度時，將會計入兩座之間的空隙。「署長」就計算方法所作的決定將作終論並對「承批人」約束；

(h) (i) 如非事前獲「署長」書面批准，不得在「圖則Ic」以粉紅色間雙黑斜線顯示的該地段部分(以下簡稱「建築物後移區」)上、內或跨越該處之任何建築物或構築物搭建、建造或放置任何建築、構築件或支承件，亦不得儲存或放置任何性質的物品或物料；

(ii) 儘管有本特別條款(h)(i)款之規定，「承批人」可或允許他人在「建築物後移區」搭建邊界牆、圍欄、園景美化及康樂設施和「署長」以書面批准的其他構築物或設施；

(i) 現已或將會建於該地段的任何一座或多座建築物的設計和布局必須提交「署長」書面批核，直至「署長」正式批核，該地段不可動工進行任何建造工程(地盤平整工程及「署長」書面批准的其他工程除外)。』

14. 康樂設施

「批地文件」特別條款第(19)條訂明：

『(19) (a) 「承批人」可於該地段內搭建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下統稱「設施」)。「設施」的類型、大小、設計、高度及布局事前須向「署長」申請書面批核。

(b) 計算本文特別條款第(17)(d)條指定之樓面總面積時，遵從本文特別條款第(70)(d)條之規定，根據本特別條款(a)款於該地段內提供的「設施」任何部分如乃供現已或將會建於該地段的一座或多座住宅大廈全體居民及彼等之真正訪客公用與共享，一律不會計算在內，而「署長」認為並非作此用途的其餘「設施」則會計算在內。

(c) 倘「設施」任何部分可豁免計入本特別條款(b)款所訂的樓面總面積(以下簡稱「豁免設施」)：

(i) 「豁免設施」將劃為本文特別條款第(40)(a)(v)條所訂的「公用地方」一部分；

(ii) 「承批人」應自費維修「豁免設施」，以保持其修繕妥當與狀態良好，同時妥善運作該處，以令「署長」滿意；及

(iii) 「豁免設施」只可供現已或將會建於該地段的一座或多座住宅大廈居民及彼等之真正訪客使用，其他人等不可使用。

15. 幼稚園暨幼兒中心

「批地文件」特別條款第(23)條訂明：

『(23) (a) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式於該地段範圍內搭建、建造和提供一間樓面總面積不小於1,000平方米的幼稚園暨幼兒中心(以下簡稱「中心」)。

(b) 以「署長」全面滿意的方式在該地段內提供車位以供停泊「中心」的車輛。

(c) 「中心」的位置、設計和標準事前須向教育局局長及社會福利署署長申請書面批准。

(d) 「中心」應按教育局局長及社會福利署署長全面滿意的方式營運和維修。

(e) 計算本文特別條款第(17)(a)(ii)(II)條訂明的「商業樓宇」樓面總面積時，將計入提供作「中心」的面積。』

16. 使用南昌站

「批地文件」特別條款第(24)條訂明：

『(24) (a) 鐵路車站(於本協議生效當日現存於舊地段)和運作鐵路所需的附屬鐵路結構、設施、隧道及道路(上述鐵路車站及附屬鐵路結構、設施、隧道和道路以下統稱「南昌站」，並且包含本文特別條款第(25)(a)條界定釋義的「九鐵部分」及本文特別條款第(27)(a)條界定釋義的「地鐵部分」)除作鐵路車站及關乎使用、運作和管理鐵路的輔助用途(為免存疑，不包括員工宿舍)及經「署長」書面批准的其他用途外，不得作其他用途，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。

(b) 儘管有本特別條款(a)款之規定，「承批人」仍可使用或允許或容忍他人使用「九鐵部分」(釋義以本文特別條款第(25)(a)條所訂為準)或其任何部分，以便提供服務或物品供鐵路乘客使用或享用。

(c) 「承批人」應遵照此等「批地條款」及「經批准的建築圖則」(如適用)，自費以「署長」全面滿意的方式使用、運作和維修「九鐵部分」以便運作西鐵，以及使用、運作和維修「地鐵部分」以便運作地下鐵路的東涌線及機場快線。

(d) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入南昌站。』

17.「政府」出入南昌站之通行權

「批地文件」特別條款第(31)條訂明：

『(31) (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，有權於所有合理時間(在事前不少於十四(14)天發出通知書，惟緊急情況除外)攜帶工具、設備、機器或駕車與否，自由進出、往返及經越該地段和現已或將會建於該處的任何構築物，以便檢查南昌站或關乎西鐵或地下鐵路或兩者的任何結構、裝置或隧道或其任何部分。

(b) 倘「政府」、其人員、傭僕及代理或獲其授權之其他人等因行使本特別條款(a)款所載通行權或處理附帶於此等權利之事宜而令「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、傭僕及代理或獲其授權之其他人等索償。

(c) (i) 「政府」、其人員、代理、承辦商、工人或獲其授權之其他人等現保留權利，可隨時不論攜帶工具、設備、機器、機械或駕車與否，有權佔用和不受限制地通行、進出及往返位於「高鐵香港段專用地方」之上即「圖則Ia」以粉紅色及粉紅色間黑斜線網靛藍邊並註明為「AREA C」的該地段範圍(以下簡稱「範圍C」)或該地段任何部分及南昌站任何部分，以遵從「政府」規定，按照「署長」全權酌情決定，配合或因應「高鐵香港段」建造工程自費拆卸、改造和重建現已或將會建於該處的建築物、構築物、樁柱、地基、基腳及支承件(包括該處任何裝置及設施)。

(ii) 「政府」行使本特別條款(c)(i)款賦予的權利時，必須：

(I) 允許公眾於南昌站開放時間內通行及往返位於「範圍C」的現有車站入口(以下簡稱「車站入口」)或其任何部分；及

(II) 除非「鐵路公司」(釋義以本文特別條款第(65)(a)條所訂為準)同意(「鐵路公司」不可無理拒絕同意)，否則不可作出任何事項以致可能妨礙該處的鐵路運作和安全。

(iii) 茲毋損本文特別條款第(65)及(66)條之規定，本特別條款(c)(i)款賦予的權利將於「承批人」遵照本文特別條款第(5)(a)(ii)(II)條獲得或取得「第二延遲移交區」佔管權時終止及廢止。

(iv) 倘「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等因行使本特別條款(c)(i)款所賦予權利或處理附帶於此等權利之事宜而令「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、代理、承辦商、工人及獲其授權之其他人等索償。』

18. 公眾出入南昌站之通行權

「批地文件」特別條款第(32)條訂明：

『(32) 於本文協定批授的整個年期內，「承批人」應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由「承批人」劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。』

19.「政府」出入「該地段」、「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」、「高鐵香港段專用地方」、「擬建行人天橋」及「有蓋行人天橋」之通行權

「批地文件」特別條款第(33)條訂明：

『(33) (a) 於本文協定批授的整個年期內，「承批人」時刻均須允許「政府」、公用事業公司及其人員、傭僕、代理、測量師、承辦商和工人及經彼等授權的任何其他方(除緊急情況下，事前須發出合理通知)不論攜帶工具、設備、機器、機械或駕車與否，免費進入、往返、跨越和行經該地段或其任任何部分或現已或將會建於該處的任何一座或多座建築物或構築物，以便：

(i) 檢查、維修、修理和重建「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」及「高鐵香港段專用地方」，並於該處進行「署長」視為必要的任何工程；

(ii) 視察「第一公共道路」、「第二公共道路」、「行人隧道」、「西九龍公路」及「高鐵香港段」或其任何部分的狀態和狀況，以便執行該處的建造、修理、維修和更改工程；

(iii) 檢查、鋪設、修理和維修在「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」及「高鐵香港段專用地方」橫跨、貫通或位於其下的排水渠、污水管及任何其他服務設施；

(iv) 檢查、檢驗和監督任何遵照此等「批地條款」執行的工程，以及檢查、檢驗、管理、建造、接駁、修理、維修、監督及執行其他關乎「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)而「署長」視為必要的任何其他工程；及

(v) 搭建、安裝、修理和維修位於「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)外部及屬於該地段範圍而「署長」認為(「署長」的意見將作終論並對「承批人」約束)乃管制車輛及行人交通所需的街道照明裝置、交通標誌、交通燈號及其他類型器材。

(b) 「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員如因行使本特別條款(a)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。』

20. 建造行人通道連接建築物及設施

「批地文件」特別條款第(34)條訂明：

『(34) (a) 「承批人」應自費以「署長」全面滿意的形式，按「署長」批准的位置、方式、物料、標準、水平、定線及設計，於該地段內鋪設、平整、提供、建造和鋪設路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、通風裝置、載客電梯、自動扶梯及行人天橋支承件)，以作本特別條款(b)款指定的用途。

(b) 本特別條款(a)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，建造及設計應符合以下要求：

(i) 於「署長」批准的位置和建築物的樓層連通將會建於該地段上每座建築物；及

(ii) 於「署長」批准的位置和樓層連通該地段內所有主要設施，包括南昌站、「商業樓宇」、「住宅樓宇」、休憩用地、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)及「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)。

(c) 「承批人」應在本文協定的整個批租年期內自費維修本特別條款規定其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、通風裝置、載客電梯、自動扶梯及行人天橋支承件)，以保持其修繕妥當與狀態良好，令「署長」滿意。

(d) (i) 「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道(以下簡稱「24小時走道」)，內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)、「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii) 「24小時走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的闊度不可小於4.5米。

(e) 「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f) 「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。』

21.「行人天橋連接走道」及「擬建行人天橋」

「批地文件」特別條款第(35)條訂明：

『(35) (a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii) 「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i) 「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i) 「行人天橋連接走道」除接上及連通「擬建行人天橋」和供公眾步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii) 「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I) 「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III) 「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《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」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。』

22. 建造「有蓋行人天橋」

「批地文件」特別條款第(36)條訂明：

『(36) (a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「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出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。』

23. 替換「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」

「批地文件」特別條款第(37)條訂明：

『(37) (a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。』

24. 私人休憩用地

「批地文件」特別條款第(42)條訂明：

『(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不小於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員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、代理、承辦商、工人或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。』

25. 泊車規定

「批地文件」特別條款第(44)(a)(i)及(ii)條訂明：

『(44) (a) (i) 該地段內應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位的居民及彼等真正來賓、訪客或賓客的車輛(以下簡稱「住宅車位」)，分配比率根據下表所列現已或將會建於該地段各住宅單位的大小計算(除非「署長」同意有別於下表所列的其他分配比率或「住宅車位」數額)：

每個住宅單位的大小	**擬提供住宅車位數額**
少於40平方米	每24個住宅單位或不足此數一個車位
不少於40平方米但小於70平方米	每14.5591個住宅單位或不足此數一個車位
不少於70平方米但小於100平方米	每5.8286個住宅單位或不足此數一個車位
不少於100平方米但小於160平方米	每2.9033個住宅單位或不足此數一個車位
不少於160平方米	每1.6個住宅單位或不足此數一個車位

(ii) 在本特別條款第(a)(i)分條中擬提供的住宅車位總數目應是根據本特別條款第(a)(i)分條的表格列明每個住宅單位的面積計算各個車位數目的總數。在本文件中，「每個住宅單位面積」一詞在總樓面面積方面指以下第(I)及(II)之總和：

(I) 該單位住戶專屬使用與享用的住宅單位總樓面面積，從該單位的圍牆或護牆外面測量，除了分隔兩個連接單位的圍牆，在該種情況下，須從該等牆壁的中心線測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入計算特別條款第(17)(d)條指定的總樓面面積的所有樓面面積；及

(II) 與每個住宅單位成比例的住宅公用地方(按下文定義)的總樓面面積。在計算時，在住宅單位外圍牆外面供該地段已建或擬建建築物的所有住戶共同使用與享用的住宅公用地方的總樓面面積(該住宅公用地方在下文簡稱「住宅公用地方」)，但為免存疑不包括沒有列入計算特別條款第(17)(d)條指定的總樓面面積的所有樓面面積，須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條款第(a)(ii)(I)分條計算的有關住宅單位的總樓面面積}}{\text{按本特別條款第(a)(ii)(I)分條計算所有住宅單位的總樓面面積}}$$

』

「批地文件」特別條款第(44)(a)(iii)條訂明：

『(44) (a) (iii) (I) 如現已或將會建於該地段的任何住宅單位大廈提供超過七十五(75)個住宅單位，應額外提供車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位居民的真正來賓、訪客或賓客的車輛，分配比率為每座住宅單位大廈五(5)個車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個車位。

(II) 如現已或將會建於該地段的任何住宅單位大廈提供少於七十五(75)個住宅單位，應額外提供車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位居民的真正來賓、訪客或賓客的車輛，分配比率為每座住宅單位大廈一(1)個車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個車位。』

「批地文件」特別條款第(44)(b)(i)條訂明：

『(44) (b) (i) 該地段內應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的車輛，分配比率為現已或將會建於該地段作為「商業樓宇」的一座或多座建築物樓面總面積每300平方米或不足此數一(1)個車位。』

「批地文件」特別條款第(44)(b)(iii)條訂明：

『(44) (b) (iii) 按本特別條款第(b)(i)分條提供的車位，不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌並屬於該地段上根據該分條規定的指定用途已建或擬建的建築物之佔用人和他們的真正來賓、訪客或被邀請人之車輛以外的用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

「批地文件」特別條款第(44)(c)(i)條訂明：

『(44) (c) (i) 「承批人」應按照下列分配比率或「署長」批准的其他比率，在根據本特別條款(a)及(b)款設置的車位中預留和劃出部分車位供《道路交通條例》、其任何附屬規例及相關修訂法例界定釋義的傷殘人士停泊車輛：

(I) 依照本特別條款(a)(i)款設置的車位數目如超過100個，應每200個車位或不足此數劃出不少於一(1)個車位(最少須預留及劃出一(1)個車位)；及

(II) 依照本特別條款(b)(i)款設置的車位數目如超過100個，應每200個車位或不足此數劃出不少於一(1)個車位(最少須預留及劃出一(1)個車位)；及

(III) 依照本特別條款(a)(iii)款設置的車位劃出一(1)個車位。』

「批地文件」特別條款第(44)(c)(iii)條訂明：

『(44) (c) (iii) 按本特別條款第(c)(i)分條提供的車位，不得用作按《道路交通條例》、其附屬規例及任何修訂法例界定的殘疾人士停泊屬於該地段上已建或擬建的建築物之住客或佔用人及其真正來賓、訪客或被邀請人之車輛以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

「批地文件」特別條款第(44)(d)條訂明：

『(44) (d) (i) 除非「署長」同意採用其他比率，否則應按下列分配比率於該地段設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的電單車：

(I) 在本特別條款(a)(i)及(a)(iii)款分別規定設置的「住宅車位」及訪客車位總額的百分之十(10%)(以下簡稱「住宅電單車車位」)；及

(II) 本特別條款(b)(i)款規定設置的車位總額的百分之十(10%)；

倘應設置的車位數目為小數位數，則四捨五入調高為最接近之整數。

(ii) 住宅電單車車位不得用作停泊按《道路交通條例》、附屬規例及任何修訂法例獲發牌並屬於該地段上已建或擬建的建築物之住客及他們的真正來賓、訪客或獲邀請人之電單車以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

(iii) 按本特別條款第(d)(i)(II)分條提供的車位，不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌並屬於該地段上已建或擬建並用作本特別條款第(b)(i)分條所述用途的建築物之佔用人和他們的真正來賓、訪客或被邀請人之電單車以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

26. 客貨上落規定

「批地文件」特別條款第(45)(a)及(b)條訂明：

『(45) (a) 該地段須按下列比率設置「署長」滿意的車位供貨車上落客貨：

(i) (I) 如現已或將會建於該地段的任何住宅單位大廈提供超過七十五(75)個住宅單位，現已或將會建於該地段每座住宅單位大廈最少應設置一(1)個客貨上落車位。客貨上落車位應位於每座住宅單位大廈範圍內或毗連該處；

(II) 如現已或將會建於該地段的任何住宅單位大廈提供少於七十五(75)個住宅單位，現已或將會建於該地段所有住宅單位大廈最少應設置兩(2)個客貨上落車位。客貨上落車位應位於每座住宅單位大廈範圍內或毗連該處；

(ii) 現已或將會建於該地段的一座或多座建築物樓面總面積每1,200平方米應配置一(1)個客貨上落車位供「商業樓宇」使用。』

(b) 依照本特別條款(a)(i)款設置的車位應為3.5米闊、11.0米長、最低淨空高度4.7米。此等車位除供與該款所載一座或多座建築物相關的車輛上落客貨外，不得作任何其他用途。

27. 讓與「住宅車位」及「住宅電單車車位」的限制規定

「批地文件」特別條款第(48)(a)條訂明：

『(48) (a) 「住宅車位」及「住宅電單車車位」：

(i) 不得轉讓，除非：

(I) 連同賦予專有權使用與佔用現已或將會建於該地段一座或多座建築物的一個或多個住宅單位之不分割份數一併轉讓；或

(II) 承讓人現時已擁有具專有權使用與佔用現已或將會建於該地段一座或多座建築物的一個或多個住宅單位之不分割份數；或

(ii) 分租(租予現已或將會建於該地段的一座或多座建築物內住宅單位之居民除外)。

於任何情況下，不可轉讓或分租多於三(3)個「住宅車位」及「住宅電單車車位」予現已或將會建於該地段的一座或多座建築物內任何一個住宅單位的業主或居民。』

28. 設置公共停車處

「批地文件」特別條款第(49)(a)、(b)及(c)條訂明：

『(49) (a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。』

29. 垃圾收集服務

「批地文件」特別條款第(52)(a)、(b)(i)、(b)(ii)及(b)(iii)(I)條訂明：

『(52) (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、建造和維持周全的垃圾收集系統，收集現已或將會建於該地段上一座或多座建築物每個樓層的垃圾。

(b) (i) 「承批人」應在「署長」指定的一個或多個日期，自費按照「經批准的建築圖則」，以「署長」全面滿意的方式，採用食物環境衞生署署長批准的物料、標準和設計，在該地段指定的位置提供、建造及嗣後維修一(1)個垃圾收集站連同附屬設施(以下統稱「垃圾收集站」)，及食物環境衞生署署長批准或指定供垃圾車作停泊及裝卸之用的範圍(應設不少於一個)。

(ii) 「垃圾收集站」所佔範圍應不小於220平方米，臨街樓面闊11米，長20米，又或採用「署長」批准的其他尺寸。

(iii) (I) 遵照本特別條款(b)(i)款設置的垃圾車停泊及裝卸車位除供垃圾車停泊及裝卸外，不可作任何其他用途。』

30. 無小販

「批地文件」特別條款第(53)條訂明：

『(53) 「承批人」不得允許或容忍任何小販在該地段內及「有蓋行人天橋」擺賣，如發現任何小販擺賣則須驅離該處。「承批人」應在該地段所有入口附近當眼處張貼告示，說明禁止小販在該地段內及「有蓋行人天橋」擺賣。茲於此等「批地條款」，「小販」之釋義以《公眾衞生及市政條例》(香港法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，惟就本特別條款而言，釋義(a)段中「任何公眾地方」字眼將會略去，取代為「該地段及「有蓋行人天橋」範圍內，但不包括當中根據此等「批地條款」可以經營商業業務的任何部分。」』

31. 維修現有「臨時公共運輸交匯處」直至搬遷

「批地文件」特別條款第(54)條訂明：

『(54) (a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站)(以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章)及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。』

32. 削土

「批地文件」特別條款第(56)條訂明：

『(56) (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或此等「批地條款」規定「承批人」執行的其他工程或其他目的進行削土、移土或土地後移工程，或任何建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」亦須按當時或嗣後任何時間的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，以保護和支撐該地段內的土地及任何毗連或毗鄰「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任何時候自費維修上述土地、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，以保持其修繕妥當與狀態良好，令「署長」滿意。

(b) 本特別條款(a)款之規定概不妨礙此等「批地條款」賦予「政府」的權利，其中特別以本文特別條款第(55)條所訂權利為要。

(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滑土、山泥傾瀉或地陷所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。

(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、建造和維修上述的土地、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的工程。「承批人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業費用與收費。』

33. 維修地錨

「批地文件」特別條款第(58)條訂明：

『(58) 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進行定期維修和監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程的報告和資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行及進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。』

34. 土地沉降

「批地文件」特別條款第(59)條訂明：

『(59) (a) 「承批人」現確認，該地段乃在海床填海的土地形成，因此地段的地面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。

(b) 「承批人」現承諾於該地段開始發展或重建之前會自費就該地段的土地狀況進行詳細土力工程研究，以為該地段日後可能出現的地面水平變化作好準備，不論是否包括剩餘沉降的土地沉降導致亦然。「承批人」設計所有基建工程、建築物、構築物、服務、公用服務接駁路線、內部道路、橋樑、行人天橋及行人路或任何其他工程(以下統稱「基建工程」)時，必須充分考慮研究結果，並妥善履行此等「批地條款」項下的積極責任，確保日後不會因為該地段發生應可預見的沉降或地面水平變化而妨礙「基建工程」。

(c) 「承批人」現確認及承認，其須獨力承擔所有額外成本、收費、費用與開支，不論乃土力工程研究或該地段日後地面水平變化的防範或補救工程所招致亦然。「政府」概毋須就此等成本、收費、費用與開支向「承批人」或其繼承人或受讓人承擔責任。

(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、或任何土地沉降、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、其繼承人及受讓人契諾不會就填海工程或日後可能發生的任何土地沉降、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特別條款(d)款之規定。

(e) 「政府」並無明示或默示地向「承批人」保證該地段或其任何部分適合或適宜發展，不論乃遵照此等「批地條款」等亦然。倘因該地段的狀態和狀況、日後於該地段任何的地面或剩餘沉降、或因地面水平變化導致不適宜作其購買該地段的原擬用途、又或令「承批人」無法實現原訂的發展規模或類別、又或令「承批人」因應發展該地段所需招致異常或不可預計的額外費用與開支，而令其招致或蒙受任何損失或損害，「承批人」現代表其本身、其繼承人或受讓人承諾不會就此對「政府」提出任何索償或索求。

35. 廢土或泥石

「批地文件」特別條款第(60)條訂明：

『(60) (a) 如源自該地段或受該地段任何發展項目影響的其他地方之廢土、泥石、建築廢料或建造物料(以下簡稱「廢料」)的侵蝕、沖下或排進公共小巷或道路、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(以下簡稱「政府產業」)，「承批人」必須自費清理「政府產業」上的「廢料」和修復任何受損的「政府產業」，此外並須就「廢料」的侵蝕、沖下或排進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) 儘管有本特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承批人」作出要求時清理「政府產業」上的「廢料」和修復任何損害，同時「承批人」在「政府」通知時須向「政府」支付有關的費用。』

36. 建造排水渠及渠道及接駁排水渠及污水管

「批地文件」特別條款第(62)條訂明：

『(62) (a) 「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河溪、集水井、渠道或「政府」雨水渠。倘此等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」及其人員賠償。

(b) 接駁該地段任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程將由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「承批人」承擔責任，而「承批人」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外，「承批人」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程的任何部分將由「承批人」自費維修，如「政府」發出通知，「承批人」須將此等工程的任何部分移交「政府」，日後由「政府」自費維修，「承批人」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「承批人」不維修建於「政府」土地上的上述接駁工程的任何部分，「署長」可執行其視為必要的維修工程，「承批人」須在「政府」通知時支付有關工程的費用。』

37. 公用服務專用地方

「批地文件」特別條款第(63)條訂明：

『(63) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線黑點、粉紅色加綠交叉線加黑點、粉紅色加綠交叉線及粉紅色加綠交叉線黑波浪紋顯示而介乎香港主水平基準下1.00米與香港主水平基準上3.00米之間或「署長」酌情釐定其他水平的地底內層(本(a)款例外保留的地底內層以下簡稱「公用服務專用地方」)。

(b) 「承批人」概無「公用服務專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士，不論是否在任何法例下，均不得反對「政府」就本特別條款(a)款的例外保留權利，亦無權就此或就着使用「公用服務專用地方」所招致或引起的任何性質的責任、損失、損害、索償、費用、訴訟、索求及法律程序，向「政府」提出申索或索償。

(d) 如非事前獲「署長」書面同意，而「署長」可全權酌情拒絕同意或附加其視為恰當的條款與條件給予同意，「公用服務專用地方」中、上、下或內不得搭建或建造任何建築物或構築物的建築或構築件或支承件。「承批人」：

(i) 確認現有關乎「地下鐵路」的運作於「公用服務專用地方」內或貫越該處的構築物及裝置，並且確認將採取本文特別條款第(65)條所載的必要保護措施；及

(ii) 應保持及維持「公用服務專用地方」地面對上不少於5.10米的淨空高度。就本款而言，「署長」就何謂地面所作的決定將作終論並對「承批人」約束。

(e) 於本文協定批授的整個年期內，「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等均可隨時(事前須發出合理通知，惟緊急情況除外)行使不受限制的權利，攜帶工具、設備、機器或駕車與否，透過該地段通行、進出及往返「公用服務專用地方」，以便鋪設、檢查、維修、修理和翻新橫越、貫穿「公用服務專用地方」或位於該處範圍內的污水管及其他構築物、裝置和服務(以下簡稱「公用服務設施」)。於行使上述權利及權力期間挖掘任何坑槽後需要還原的情況除外，如因「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等行使本款賦予的通行、進出及往返權利或處理附帶於此等權利之事宜，又或進行鋪設、檢查、維修、修理和翻新「公用服務設施」工程的權利，令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，彼等均毋須就此承擔責任。「承批人」不可就此等損失、損害、滋擾或騷擾向「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等索償。』

38. 水務設施專用地方

「批地文件」特別條款第(64)條訂明：

『(64) (a) 如非事前獲水務署署長書面同意，「圖則Ia」以黑虛線圍框並註明為「WWR」的該地段範圍(以下簡稱「水務設施專用地方」)上、下、內或跨越該處不得搭建或建造或放置任何建築物或構築物的建築、構築件或支承件，惟鋪草及於本協議生效日經已或將會獲准在「水務設施專用地方」上、下、內或跨越該處搭建或建造或放置任何其他構築物除外。「水務設施專用地方」上或內亦不可放置或堆放物料或物件或停泊車輛(可即時駛開者除外)。水務署署長就何謂可即時駛開車輛所作的決定將作終論並對「承批人」約束。

(b) 除鋪草外，「水務設施專用地方」內任何水閥蓋周圍1.5米或任何水栓出口周圍1.0米範圍不可種植任何植物或有物件阻塞。

(c) 除非事前獲水務署署長書面批准，否則禁止在「水務設施專用地方」內種植樹木或灌叢和進行地盤平整工程。

(d) 「承批人」如有需要將鋪設於「水務設施專用地方」內的「政府」水管改道，事前須向水務署署長提交建議走線以供批核。搬遷「政府」水管的費用由「承批人」負責，位於新鋪設水管上、下、內或跨越該處的該地段部分將納入「水務設施專用地方」。

(e) 倘於本文協定批授的整個年期內，如因「承批人」造成損害或「承批人」、其傭僕、工人及承辦商於該地段中、上、下、內或跨越該處進行其他活動，以致需要修理和還原任何「政府」水管、水閥、閥井、閥室、結構或其他關乎「政府」水管的同類設施，「承批人」須在「政府」通知時向「政府」支付上述工程的費用，此外並須就由此招致的索償、訴訟或索求向「政府」賠償和確保其免責。

(f) 「政府」和水務署署長及彼等人員、水務署署長指定的其他「政府」部門人員、承辦商、受許可人、水務署署長或其他指定「政府」部門人員聘用的工人或彼等正式授權的承辦商或受許可人，現獲例外保留權利，不論攜帶工具、設備、機器、機械或駕駛車輛或重型液壓裝載機貨車與否，時刻均可不受限制地自由通行、進出、往返及越過該地段或其任何部分，以便檢查、鋪設、安裝、運作、維修、修理及翻新任何或所有橫貫、越過「水務設施專用地方」或位於其下的現存「政府」水管、水閥、閥井或閥室及其他關乎「政府」水管的同類設施。如任何發展工程需要更改出入、進出、往返及越過該地段通往「水務設施專用地方」的路線，「承批人」事前必須徵詢水務署署長的同意。

(g) 「政府」、水務署署長及本特別條款(f)款所載的任何類別人士概毋須就彼等行使本特別條款(f)款賦予的通行、進出及往返權利或處理附帶於此等權利之事宜導致「承批人」招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等提出索償。

(h) 「承批人」確認「水務設施專用地方」內設有現存的「政府」水管、水閥、閥井、閥室及其他水務工程結構及設施(以下統稱「現有水管」)。倘因「現有水管」的存在令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承認任何責任或法律責任。「承批人」現承諾，如有因為或鑒於「現有水管」的存在而直接或間接引起任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」將向「政府」賠償並確保其免責。

(i) 事前未經「署長」書面批准不得拆除或搬遷「現有水管」，而「署長」可於批准時附加其認為恰當的任何條件。

39.「地下鐵路」及「西鐵」保護措施

「批地文件」特別條款第(65)條訂明：

『(65) (a) 該地段展開任何工程之前，「承批人」必須先諮詢於本協議生效日分別在南昌站及透過該站營運「地下鐵路」及「西鐵」的香港鐵路有限公司和九廣鐵路有限公司(以下統稱「鐵路公司」)，確保工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，又或「地下鐵路」及「西鐵」和其任何支線(以下統稱「鐵路」)之安全運作(就此而言，「署長」之決定將作終論)。如「政府」規定，「承批人」須自費採取「鐵路公司」指定的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作安全。

(b) 「承批人」必須確保現已或將會建於該地段上、下及毗連該處的「鐵路」範圍無誤，以令其本人信納，此外亦不可就該地段或「承批人」因「鐵路」的建造、維修、存在及運作而招致或蒙受之任何損害、滋擾、煩擾、損失或危害而向「政府」或其人員、代理、租戶、租客或其傭僕授權的人等索償。

(c) 如「署長」認為(「署長」之意見將作終論並對「承批人」約束)「承批人」或其承辦商、傭僕或代理導致「鐵路」或該處任何構築物、設施與裝置受損，「承批人」須自費以「鐵路公司」滿意的方式修復。

(d) 「承批人」佔管該地段後應盡快與「鐵路公司」建立充足溝通渠道，以確保全日任何時間均可透過充分的溝通渠道應對任何緊急事故。

(e) 「承批人」應遵守和履行所有關乎「鐵路」的條例、附例及規例。

(f) 「承批人」須自費遵守建築事務監督、消防處處長及所有其他相關「政府」法定主管當局就連接或鄰近「鐵路」周圍一座或多座建築物任何部分之建造(包括所採用物料)、修理和維修工程頒布的所有特別規定。

(g) 「承批人」應允許「署長」、「鐵路公司」及彼等正式授權的人員、傭僕及承辦商行使權利，不論攜帶工具、駕車、機器或設備或與否，時刻均可通行、進出、往返及行經該地段及現已或將會建於該處一座或多座建築物，以便執行工程和進行任何與「鐵路」相關的任何測量、檢查、檢驗、維修、改善或發展工程。「署長」及其正式授權的人員、傭僕及承辦商毋須就彼等行使本款所賦予權利或處理附帶於此等權利之事宜而導致「承批人」招致或蒙受的損失、損害、滋擾或騷擾承擔責任，「承批人」不可就此向彼等提出索償或異議。

(h) 如「鐵路公司」或其中之一於根據《香港鐵路條例》(香港法例第556章)第4條批予「地下鐵路」或根據《九廣鐵路公司條例》(香港法例第372章)批予「西鐵」或其他等的專營權屆滿時(包括任何續訂年期)停止營運影響該地段的「鐵路」或其任何部分，本特別條款中「鐵路公司」一詞將按情況適當指「政府」、其代名人或「政府」指定的第三方。』

40. 保護「高鐵香港段」

「批地文件」特別條款第(66)條訂明：

『(66) (a) (i) 該地段展開任何工程之前，「承批人」必須先諮詢「政府」或「政府」指定負責營運「高鐵香港段」的任何人士或人等(指定營運「高鐵香港段」的任何人士或人等以下簡稱「高鐵香港段營運機構」)，確保工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，又或「高鐵香港段」之安全運作(就此而言，「署長」之決定將作終論)。如「政府」規定，「承批人」須自費採取「政府」或「高鐵香港段營運機構」指定的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「高鐵香港段」運作安全。

(ii) 「承批人」在該地段展開任何下層結構工程之前，必須先諮詢「政府」或「政府」指定負責建造、保護和營運「高鐵香港段」的任何人士或人等(以下簡稱「指定人士」)，確保下層結構工程不會損毀、干預或危害規劃中、已落成或在建中「高鐵香港段」或該處任何構築物、設施及裝置或「高鐵香港段」的建造及運作安全。於諮詢期間，「承批人」須向「政府」提交「政府」或「指定人士」要求有關「高鐵香港段」30米範圍內任何臨時及永久工程的圖則或任何設計資料。此等工程，包括但不限於監察儀器類型和數量，均須徵取「政府」或「指定人士」同意。

(b) 「承批人」必須確保現已或將會建於「高鐵香港段專用地方」及毗連該地段各地方的「高鐵香港段」範圍無誤，以令其本人信納，此外亦不可就該地段或「承批人」因「高鐵香港段」的建造、維修、存在和運作而招致或蒙受任何損害、滋擾、煩擾、損失或危害而向「政府」或其任何人員、代理、租戶、租客或其傭僕授權的人等索償。

(c) 如「署長」認為(「署長」之意見將作終論並對「承批人」約束)「承批人」或其承辦商、傭僕或代理導致「高鐵香港段」或該處任何結構、設施與裝置受損，「承批人」須自費以「政府」、「指定人士」及「高鐵香港段營運機構」滿意的方式修復。

(d) 「承批人」佔管該地段後應盡快與「政府」、「指定人士」及「高鐵香港段營運機構」建立充足溝通渠道，以確保全日任何時間均可透過充分的溝通渠道應對任何緊急事故。

(e) 「承批人」應遵守和履行所有關乎「高鐵香港段」的條例、附例及規例。

(f) 「承批人」須自費遵守建築事務監督、消防處處長及所有其他相關「政府」法定主管當局就連接或鄰近「高鐵香港段」周圍一座或多座建築物任何部分的建造(包括所採用物料)、修理和維修工程頒布的所有特別規定。

(g) 「承批人」應允許「署長」、「指定人士」、「高鐵香港段營運機構」及彼等正式授權的人員、傭僕和承辦商行使權利，不論攜帶工具、駕車、機器或設備與否，時刻均可通行、進出、往返及行經該地段或現已或將會建於該處一座或多座建築物，以便執行工程和進行任何與「高鐵香港段」相關的任何測量、檢查、檢驗、維修、改善或發展工程。「署長」、「指定人士」、「高鐵香港段營運機構」及其正式授權的人員、傭僕和承辦商毋須就彼等行使本款所賦予權利或處理附帶於此等權利之事宜而導致「承批人」招致或蒙受的損失、損害、滋擾或騷擾承擔責任，「承批人」不可就此向彼等提出索償或異議。』

41. 不允許墳墓或骨灰龕

「批地文件」特別條款第(68)條訂明：

『(68) 該地段不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔、骨灰盅或其他等。』

42. 南昌站的伸出構築物、構築物及緊急車輛通道

根據一封由地政總署鐵路發展組向九廣鐵路公司(「**九鐵公司**」)(作為九鐵部分業主)及香港鐵路有限公司(「**港鐵公司**」)(作為港鐵部分業主)發出，日期為2020年7月2日的不反對信件(「**該信件**」)，政府確認(i)准許構成南昌站一部分並於「該信件」日期已存有的伸出構築物(包括面板、欄杆、建築鰭片、港鐵標誌、簷篷及附連構築物)(在「該信件」中附夾的圖則(圖則編號RDM1953)(「**該圖則**」)以粉紅色顯示)(「**伸出構築物**」)伸出至毗連該地段的政府土地之上、(ii)准許構成南昌站一部分並於「該信件」日期已存有的構築物(包括牆壁及混凝土道路分隔欄)(「**構築物**」)搭建或放置於在該圖則中以粉紅色加黑圓點顯示的政府土地上及(iii)准許於「該信件」日期已存有的南昌站的部分緊急車輛通道(「**緊急車輛通道**」)佔用在該圖則中以粉紅色加黑交叉線顯示的政府土地，全部直至南昌站存在之整段時間或該地段租期完結之較早者為止，惟須遵守「該信件」內訂定的條件。九鐵公司及港鐵公司須自費保養伸出構築物、構築物及緊急車輛通道至良好及充足的維修狀態及狀況，以使「署長」全面滿意。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

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

1. All supporting structures and connections to the First Public Road and the Pedestrian Subway and their respective associated facilities

Under Special Condition No.(7)(a)(i) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the First Public Road and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the First Public Road.

Under Special Condition No.(7)(a)(ii) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the Pedestrian Subway and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the Pedestrian Subway.

(I) Provisions of the land grant

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

(i) the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia (the land and the air space excepted and reserved in this sub-clause (a)(i) are hereinafter collectively referred to as "the First Public Road Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the First Public Road, including but not limited to portion of the existing retaining wall with Feature No. 11NW-C/R 143 as shown and marked by a red line on Plan Ia, constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the First Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(ii) the stratum of land occupied by the existing subway structure or structures (hereinafter referred to as "the Pedestrian Subway") as shown on Plan Ib within the areas shown coloured pink circled black rippled black, pink circled black and pink circled black crossed black on Plan Ia (the stratum of land excepted and reserved in this sub-clause (a)(ii) is hereinafter referred to as "the Subway Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the Pedestrian Subway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Pedestrian Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(b) The Grantee shall have no rights, title, ownership, possession or use of the First Public Road Reserved Area and the Subway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the First Public Road Reserved Area as a public road and the Subway Reserved Area as a pedestrian subway or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, save any railway structures and associated facilities below the upper surface of the First Public Road existing on the day of this Agreement, no building or structure or support for any building or structure shall be erected or constructed within or on the First Public Road Reserved Area and the Subway Reserved Area except with the prior written consent of the Director who may at his sole discretion decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the First Public Road, the Pedestrian Subway and the buildings or structures erected or to be erected within or on the First Public Road Reserved Area and the Subway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the First Public Road and the Pedestrian Subway and the structures and installations supporting or appurtenant to the First Public Road and the Pedestrian Subway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the First Public Road Reserved Area and the Subway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the First Public Road and the Pedestrian Subway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"First Public Road Reserved Area"

means the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia annexed to the Government Grant as referred to in Special Condition No.(7)(a)(i) of the Government Grant;

…

"Pedestrian Subway"

means the existing subway structure or structures referred to in Special Condition No.(7)(a)(ii) within the Subway Reserved Area as shown on Plan Ib annexed to the Government Grant;

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

2. All supporting structures and connections to the Second Public Road and the associated facilities

Under Special Condition No.(8)(a) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the Second Public Road and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the Second Public Road.

(I) Provisions of the land grant

(8) (a) There are excepted and reserved unto the Government the land and air space in the area shown coloured pink edged green and marked "AREA A" on Plan Ia above the level of 1.95 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion and the land and air space in the area shown coloured pink edged green and marked "AREA B" on Plan Ia above the level of 1.65 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion for the purpose of a public road (hereinafter referred to as "the Second Public Road") (the land and air spaces excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Second Public Road Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the Second Public Road constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Second Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Second Public Road Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Second Public Road Reserved Area as a public road for vehicular and pedestrian traffic or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, no building or structure or support for any building or structure shall be erected or constructed within or on the Second Public Road Reserved Area except with the prior written consent of the Director who may at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the Second Public Road and the buildings or structures erected or to be erected within or on the Second Public Road Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the Second Public Road and the structures and installations supporting or appurtenant to the Second Public Road;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Second Public Road Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Second Public Road Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage, or other effluent, air, telephone lines and other services to and from the Second Public Road Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the Second Public Road, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Second Public Road Reserved Area"

means the land and air space in the areas referred to in Special Condition No.(8)(a) of the Government Grant as shown coloured pink edged green and marked "AREA A" on Plan Ia and coloured pink edged green and marked "AREA B" on Plan Ia annexed to the Government Grant for the purpose of a public road (**"the Second Public Road"**);

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

3. All supporting structures and connections to the West Kowloon Highway and the associated facilities

Under Special Condition No.(9)(a) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the West Kowloon Highway and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the West Kowloon Highway.

(I) Provisions of the land grant

(9) (a) There are excepted and reserved unto the Government the land and air space in the areas shown coloured pink crossed black and pink circled black crossed black on Plan Ia above the level of 12.65 metres above the Hong Kong Principal Datum or such other level as may be determined by the Director at his sole discretion for the purpose of the existing West Kowloon Highway (hereinafter referred to as "the West Kowloon Highway") (the land and air space excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Highway Reserved Area") together with.

(i) all necessary rights of occupation of all supporting structures and connections to the West Kowloon Highway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the West Kowloon Highway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Highway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Highway Reserved Area as the West Kowloon Highway for vehicular traffic or otherwise.

(d) The Grantee shall not use any part or parts of the lot below the Highway Reserved Area for any purpose except as provided in sub-clause (g) of this Special Condition.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the West Kowloon Highway and the buildings or structures erected or to be erected within or on the Highway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the West Kowloon Highway and the structures and installations supporting or appurtenant to the West Kowloon Highway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Highway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Highway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Highway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the West Kowloon Highway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) No building, structure and installation shall be constructed or erected below the Highway Reserved Area except those which are required for the operation and use of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway and ancillary structures and installations. For the purpose of these Conditions "Mass Transit Railway" shall be as defined in the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Highway Reserved Area"

means the land and airspace in the areas referred to in Special Condition No.(9)(a) of the Government Grant shown coloured pink crossed black and pink circled black crossed black on Plan Ia annexed to the Government Grant for the purpose of the existing West Kowloon Highway (**"the West Kowloon Highway"**);

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

4. The Supporting Structures within the XRL Reserved Area

Under Special Condition No.(10) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Supporting Structures within the XRL Reserved Area (with or without modification or reconstruction by the Government).

(I) Provisions of the land grant

(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

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

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"XRL Reserved Area"

means the underground stratum in the areas referred to in Special Condition No.(10)(a)(i) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia annexed to the Government Grant for the purpose of construction, operation and maintenance of the XRL."

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

5. 24-hour Walkway

Under Special Condition No.(34) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands design, provide and thereafter manage and maintain the 24-hour Walkway.

(I) Provisions of the land grant

(34) (d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No. (35)(a)(i) hereof), the Covered Footbridge--(as defined in Special Condition No. (36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway

shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No. (17)(d) hereof.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"24-hour Walkway"

means the 24-hour pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as may be approved or required by the Director constructed or to be constructed within the Land so as to link up the Station Complex, the Pedestrian Subway, the Proposed Footbridges, the Covered Footbridge, the ground level of the Land and the footpaths at street level adjacent to the Land in accordance with Special Condition No.(34)(d) of the Government Grant and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b)The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

6. Footbridge Links

Under Special Condition No.(35) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide the Footbridge Links.

(I) Provisions of the land grant

(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(II) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges 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.

(iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

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

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

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

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special ConditionNo. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose Of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Footbridge Links"

means the pedestrian ways and paths (including two lifts and two covered staircases) constructed or to be constructed in accordance with Special Condition Nos.(35)(a)(i) and (ii) of the Government Grant for the purposes of linking the Land and the Development to the Proposed Footbridges and to the footpaths at street level adjacent to the Land and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b)The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 7(IV) of Part I of Second Schedule of the deed of mutual covenant stipulates that:-

"7. Rights, Easements and Privileges applicable to the Government

IV. In respect of the Proposed Footbridges, full right or liberty to the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges to occupy part or parts of the Land and the Development and all necessary rights of ingress, egress and regress to and from the Land and the Development for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction and the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director."

7. Covered Footbridge

Under Special Condition No.(36) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands construct and provide the Covered Footbridge.

(I) Provisions of the land grant

(36) (a) The Grantee shall on or before the date stipulated in Special Condition No. (13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The 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.

(iii) 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.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all 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, over, up and down the Covered Footbridge.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Covered Footbridge"

means the one single storey covered footbridge and such other structural supports and connections constructed or to be constructed in accordance with Special Condition No.(36)(a) of the Government Grant and part of which forms part of the Commercial Accommodation;

…"

Clause 17 of Section E of the deed of mutual covenant stipulates that:-

"17. The Owners shall provide and permit, in accordance with the relevant Special Conditions of the Government Grant, the Director and his duly authorized officers, agents, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Development with or without tools, equipment, machinery or motor vehicles for the purposes of, inter alia, inspection and carrying out any works in respect of the Reserved Areas, the Proposed Footbridges, the Covered Footbridge and any other areas as specified in the relevant Special Conditions in the Government Grant throughout the Term thereof."

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director."

Clause 6 of Third Schedule of the deed of mutual covenant stipulates that:-

"6. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development and the Covered Footbridge. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(53) of the Government Grant."

8. Private Open Space For Public Use

Under Special Condition No.(42) of the land grant, the grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director of Lands erect, construct, provide and landscape the Private Open Space For Public Use.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

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

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

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

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

9. Lay-By and Pedestrian Walkway To Lay-By

Under Special Condition No. (49)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain the Lay-By.

Under Special Condition No. (49)(b) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain the Pedestrian Walkway To Lay-By.

(I) Provisions of the land grant

(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption.

(d) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Lay-By and the Pedestrian Walkway To Lay-By.

(e) The Director shall at his sole discretion decide the whole or part of the area of the Lay-By and the Pedestrian Walkway To Lay-By that may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in the sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Lay-By and the Pedestrian Walkway To Lay-By to the public for the picking up and setting down of passengers from motor vehicles and for the right of passage respectively.

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

(50) The spaces, the Lay-By and the Pedestrian Walkway To Lay-By provided within the lot in accordance with Special Condition Nos. (44)(a)(iii), (45) and (49) hereof shall be designated as and form part of the Common Areas.

(51) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the lot in accordance with Special Condition Nos. (44), (45), (46) and (49) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except any underletting of the MTR Portion under Special Condition No. (26)(b) hereof, granting of the right to MTRCL to have access to, use and occupy the KCR Portion under Special Condition No. (26)(e) hereof, MTRCL's further granting any of their right to have access to, use and occupy part or parts of the KCR Portion under Special Condition No. (26)(c)(iii) hereof, any underletting under Special Condition No. (26)(d) hereof, the assignment referred to in Special Condition No. (27)(a) hereof, vesting of NCS Undivided Shares to F.S.I. as provided under Special Condition No. (29)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (38)(a)(iii) hereof, a building mortgage under Special Condition No. (38)(a)(iv) hereof, the assignment referred to in Special Condition No. (38)(b) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces and lay-by indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (44), (45) and (49) hereof. The Grantee shall maintain the parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Lay-By"

means the lay-by provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(a) for the picking up and setting down of passengers from motor vehicles (including taxis) and forms part of the Commercial Accommodation;

…

"Pedestrian Walkway To Lay-By"

means the pedestrian walkway provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(b) so as to link up the Lay-By and the entrance of the Station Complex and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

10. Maintenance of and Access to the Existing PTI

Under Special Condition No. (54) of the land grant, the grantee shall maintain the Existing PTI until such time when the grantee at his own expense has completed in all respects to the satisfaction of the Director of Lands all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

Under Special Condition No. (54) of the land grant, the grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic.

Note: The obligation under Special Condition No. (54) of the land grant has lapsed as the Existing PTI has been demolished. For this reason, it is not practicable to show the location of the facilities mentioned above by a plan.

(I) Provisions of the land grant

(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No. (5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI.

(II) Provisions of the deed of mutual covenant

Not applicable.

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

1. The Supporting Structures within the XRL Reserved Area

Under Special Condition No.(10) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Supporting Structures within the XRL Reserved Area (with or without modification or reconstruction by the Government).

(I) Provisions of the land grant

(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

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

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"XRL Reserved Area"

means the underground stratum in the areas referred to in Special Condition No.(10)(a)(i) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia annexed to the Government Grant for the purpose of construction, operation and maintenance of the XRL."

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

2. Access to Station Entrance

Under Special Condition No.(31)(c) of the land grant, the members of the public shall be permitted during the operational hours of the Nam Cheong Station to access to and from the existing station entrance in AREA C (as marked on Plan Ia annexed to the land grant) during the construction of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link until the possession of the Second Deferred Possession Area (as defined in Special Condition No.(5)(a)(ii)(II) of the land grant) is given to and taken by the grantee under the land grant.

Note: Possession of the Second Deferred Possession Area had been given to and taken by the grantee under the land grant, the obligation under Special Condition No. (31)(c) of the land grant has lapsed.

(I) Provisions of the land grant

(31) (c) (i) There is reserved to the Government, its officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, plants, machinery or motor vehicles the right of occupation and unrestricted ingress, egress and regress at all times to, from and through the area of the lot shown coloured pink and pink hatched black edged indigo and marked 'AREA C' on Plan Ia (hereinafter referred to as "AREA C") above the XRL Reserved Area or any part or parts of the lot and the Nam Cheong Station for the purposes of demolition, modification and reconstruction at, its or their own costs of the building or buildings or structure, or structures, piles, foundations, footings and supports (including any of the installations and facilities therein) erected or to be erected therein as may be required by the Government for the purpose of or in connection with the construction of the XRL at the sole discretion of the Director.

(ii) In exercising the rights conferred under sub-clause (c)(i), of this Special Condition, the Government shall:

(I) permit during the operational hours of the Nam Cheong Station members of the public access to and from the existing station entrance in AREA C (hereinafter referred to as the "Station Entrance") or any part or parts thereof; and

(II) not, without the consent of the Railway Corporations (as defined in Special Condition No. (65)(a) hereof) (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation and safety of the railway therein.

(iii) Without prejudice to Special Condition Nos. (65) and (66) hereof, the rights conferred under sub-clause (c)(i) of this Special Condition shall cease and determine when the possession of the Second Deferred Possession Area is given to and taken by the Grantee under Special Condition No.(5)(a)(ii)(II) hereof.

(iv) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Not applicable.

3. Access to Nam Cheong Station

Under Special Condition No.(32) of the land grant, the grantee shall permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the grantee for the purpose of access to and from the Nam Cheong Station.

(I) Provisions of the land grant

(32) The Grantee shall throughout the term hereby agreed to be granted permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Nam Cheong Station.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Station Complex"

means the railway station within the Development known at the date hereof as "Nam Cheong Station" which comprise of the KCR Portion and the MTR Portion under Special Condition No.(24)(a) of the Government Grant and, for the avoidance of doubt , the lowest slab at the ceiling (including the water-proofing slab and system and associated protection immediately above) of the KCR Portion and the MTR Portion situated under the Estate or any part thereof shall form the upper boundary and parts of the Station Complex, and all foundations, columns, beams and other structural parts of the KCR Portion and the MTR Portion located below the said upper boundary of the Station Complex whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Station Complex. For further avoidance of doubts, the following shall fall outside the boundary of the Station Complex and shall not form part of the Station Complex: all the slabs above the said upper boundary of the Station Complex including all the slabs above the said water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate;

…"

4. 24-hour Walkway

Under Special Condition No.(34) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands design, provide and thereafter manage and maintain the 24-hour Walkway.

(I) Provisions of the land grant

(34) (d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No. (35)(a)(i) hereof), the Covered Footbridge--(as defined in Special Condition No. (36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No. (17)(d) hereof.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"24-hour Walkway"

means the 24-hour pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as may be approved or required by the Director constructed or to be constructed within the Land so as to link up the Station Complex, the Pedestrian Subway, the Proposed Footbridges, the Covered Footbridge, the ground level of the Land and the footpaths at street level adjacent to the Land in accordance with Special Condition No.(34)(d) of the Government Grant and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

5. Footbridge Links

Under Special Condition No.(35) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide the Footbridge Links.

(I) Provisions of the land grant

(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(ii) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges 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.

(iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

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

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

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

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Footbridge Links"

means the pedestrian ways and paths (including two lifts and two covered staircases) constructed or to be constructed in accordance with Special Condition Nos.(35)(a)(i) and (ii) of the Government Grant for the purposes of linking the Land and the Development to the Proposed Footbridges and to the footpaths at street level adjacent to the Land and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 7(IV) of Part I of Second Schedule of the deed of mutual covenant stipulates that:-

"7. Rights, Easements and Privileges applicable to the Government

IV. In respect of the Proposed Footbridges, full right or liberty to the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges to occupy part or parts of the Land and the Development and all necessary rights of ingress, egress and regress to and from the Land and the Development for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction and the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a)The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director."

6. Covered Footbridge

Under Special Condition No.(36) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands construct and provide the Covered Footbridge.

(I) Provisions of the land grant

(36) (a) The Grantee shall on or before the date stipulated in Special Condition No. (13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The 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.

(iii) 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.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all 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, over, up and down the Covered Footbridge.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Covered Footbridge"

means the one single storey covered footbridge and such other structural supports and connections constructed or to be constructed in accordance with Special Condition No.(36)(a) of the Government Grant and part of which forms part of the Commercial Accommodation;

…"

Clause 17 of Section E of the deed of mutual covenant stipulates that:-

"17. The Owners shall provide and permit, in accordance with the relevant Special Conditions of the Government Grant, the Director and his duly authorized officers, agents, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Development with or without tools, equipment, machinery or motor vehicles for the purposes of, inter alia, inspection and carrying out any works in respect of the Reserved Areas, the Proposed Footbridges, the Covered Footbridge and any other areas as specified in the relevant Special Conditions in the Government Grant throughout the Term thereof."

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director."

Clause 6 of Third Schedule of the deed of mutual covenant stipulates that:-

"6. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development and the Covered Footbridge. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(53) of the Government Grant."

7. Private Open Space For Public Use

Under Special Condition No.(42) of the land grant, the grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director of Lands erect, construct, provide and landscape the Private Open Space For Public Use.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

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

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

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

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

8. Lay-By and Pedestrian Walkway To Lay-By

Under Special Condition No. (49)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain the Lay-By.

Under Special Condition No. (49)(b) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain the Pedestrian Walkway To Lay-By.

(I) Provisions of the land grant

(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption.

(d) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Lay-By and the Pedestrian Walkway To Lay-By.

(e) The Director shall at his sole discretion decide the whole or part of the area of the Lay-By and the Pedestrian Walkway To Lay-By that may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in the sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Lay-By and the Pedestrian Walkway To Lay-By to the public for the picking up and setting down of passengers from motor vehicles and for the right of passage respectively.

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

(50) The spaces, the Lay-By and the Pedestrian Walkway To Lay-By provided within the lot in accordance with Special Condition Nos. (44)(a)(iii), (45) and (49) hereof shall be designated as and form part of the Common Areas.

(51) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the lot in accordance with Special Condition Nos. (44), (45), (46) and (49) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except any underletting of the MTR Portion under Special Condition No. (26)(b) hereof, granting of the right to MTRCL to have access to, use and occupy the KCR Portion under Special Condition No. (26)(e) hereof, MTRCL's further granting any of their right to have access to, use and occupy part or parts of the KCR Portion under Special Condition No. (26)(c)(iii) hereof, any underletting under Special Condition No. (26)(d) hereof, the assignment referred to in Special Condition No. (27)(a) hereof, vesting of NCS Undivided Shares to F.S.I. as provided under Special Condition No. (29)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (38)(a)(iii) hereof, a building mortgage under Special Condition No. (38)(a)(iv) hereof, the assignment referred to in Special Condition No. (38)(b) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces and lay-by indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (44), (45) and (49) hereof. The Grantee shall maintain the parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Lay-By"

means the lay-by provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(a) for the picking up and setting down of passengers from motor vehicles (including taxis) and forms part of the Commercial Accommodation;

…

"Pedestrian Walkway To Lay-By"

means the pedestrian walkway provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(b) so as to link up the Lay-By and the entrance of the Station Complex and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day 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, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

9. Maintenance of and Access to the Existing PTI

Under Special Condition No. (54) of the land grant, the grantee shall maintain the Existing PTI until such time when the grantee at his own expense has completed in all respects to the satisfaction of the Director of Lands all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

Under Special Condition No. (54) of the land grant, the grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic.

Note: The obligation under Special Condition No. (54) of the land grant has lapsed as the Existing PTI has been demolished. For this reason, it is not practicable to show the location of the facilities mentioned above.

(I) Provisions of the land grant

(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No. (5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI.

(II) Provisions of the deed of mutual covenant

Not applicable.

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

The size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is not less than 1,000 square metres.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

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

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

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

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

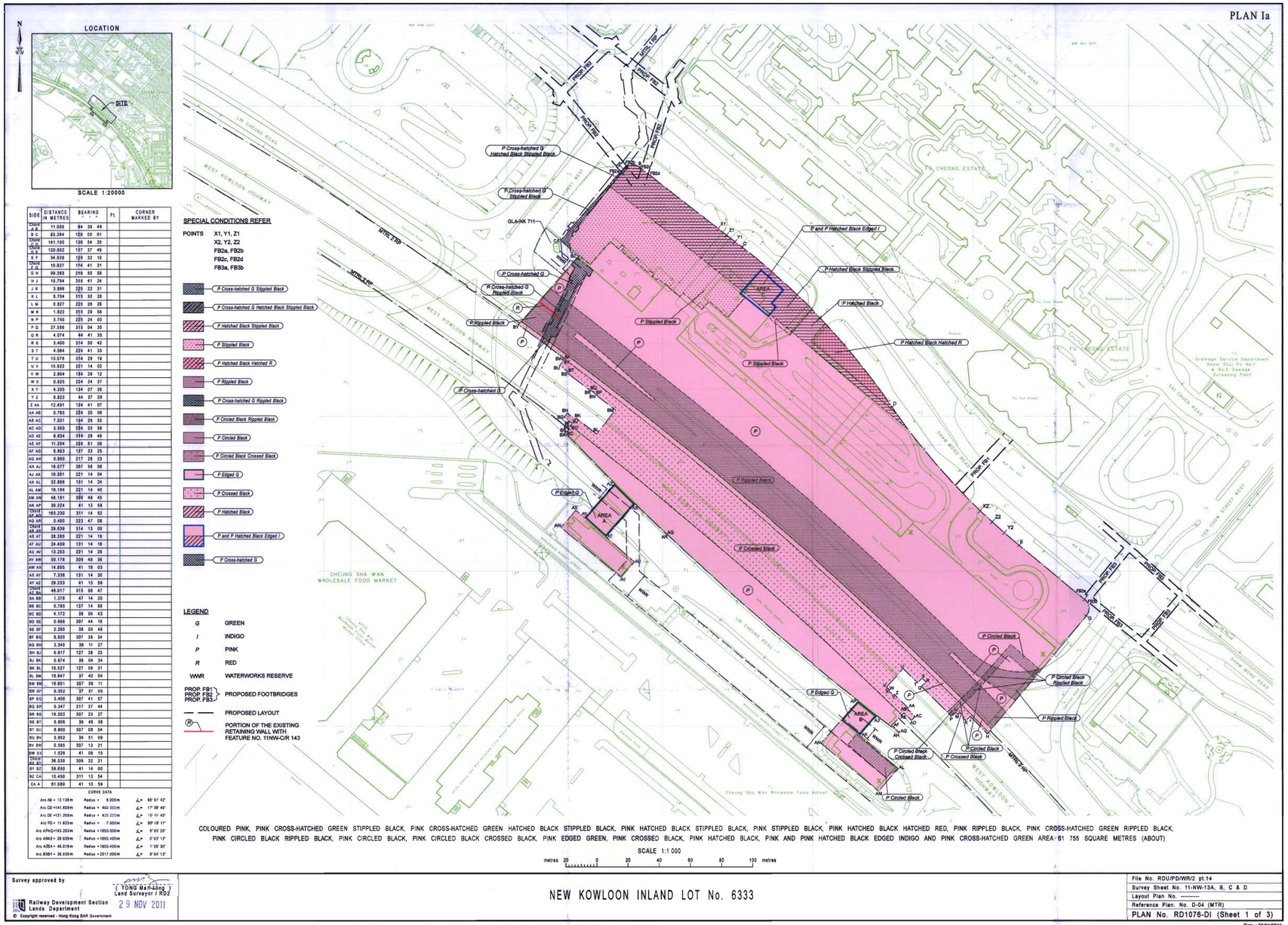
D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 sub. leg. F)

Not applicable.

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

Legend

- Pink Cross-hatched Green Stippled Black
- Pink Cross-hatched Green Hatched Black Stippled Black
- Pink Hatched Black Stippled Black
- Pink Stippled Black
- Pink Hatched Black Hatched Red
- Pink Rippled Black
- Pink Cross-hatched Green Stippled Black
- Pink Circled Black Rippled Black
- Pink Circled Black
- Pink Circled Black Crossed Black
- Pink Edged Green
- Pink Crossed Black
- Pink Hatched Black
- Pink and Pink Hatched Black Edged Indigo
- Pink Cross-hatched Green



PLAN Ib

LOCATION



SPECIAL CONDITIONS REFER

P Circled Black

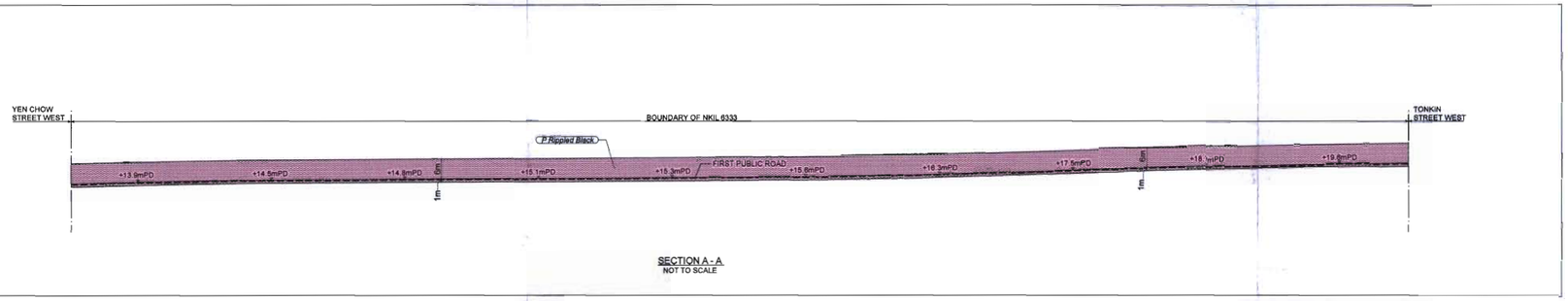
P Rippled Black

P Circled Black Rippled Black

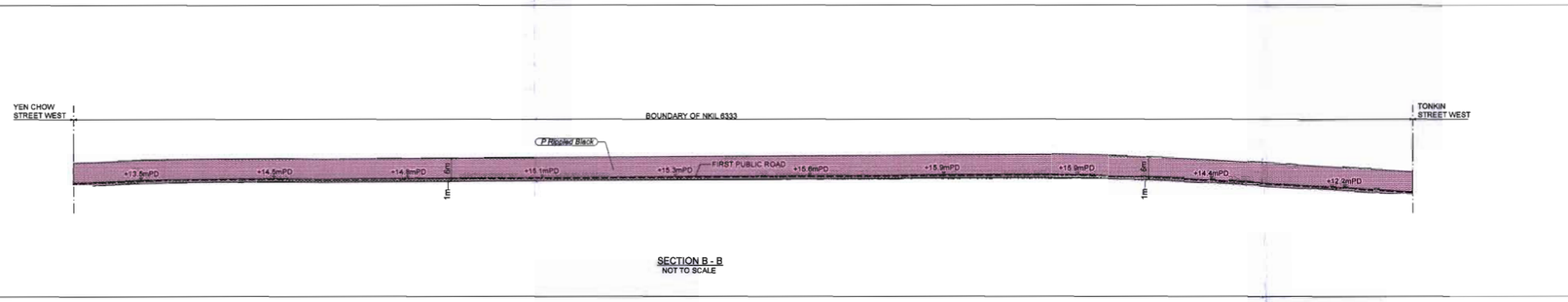
LEGEND

P PINK

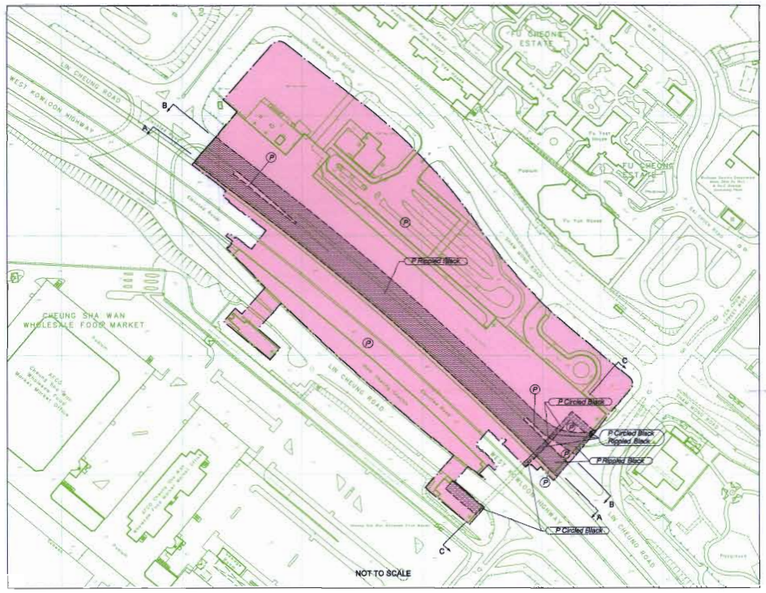
mPD HONG KONG PRINCIPAL DATUM (METRE)



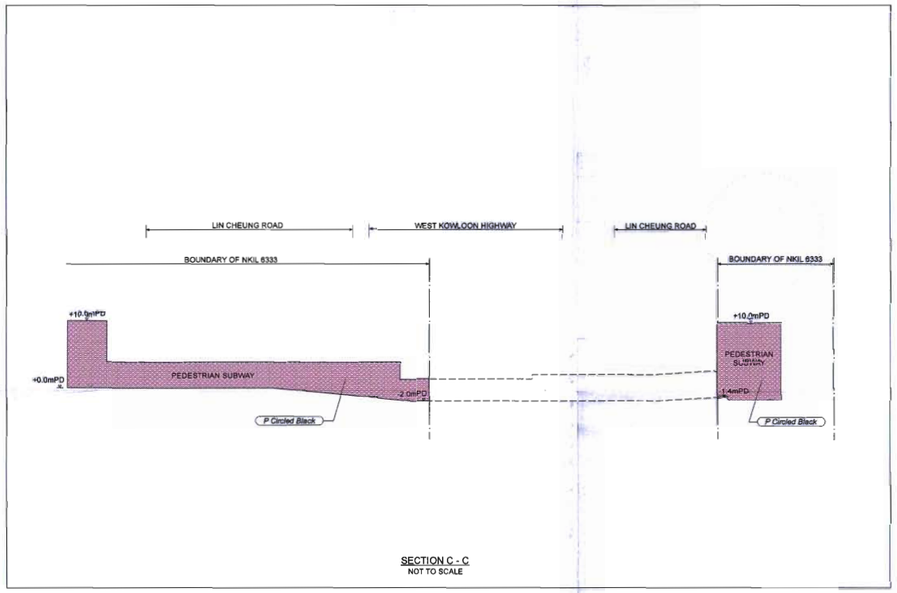
SECTION A - A
NOT TO SCALE



SECTION B - B
NOT TO SCALE



NOT TO SCALE



SECTION C - C
NOT TO SCALE

* PRD9001/T/NAC/MTR/A00/17/A1 (MTR)
PRD9001/T/NAC/MTR/A00/18/A1 (MTR)
PRD9001/T/NAC/MTR/A00/19/A1 (MTR)
PRD9001/T/NAC/MTR/A00/20/A1 (MTR)
DD400/03/C19/052/Z/3 (KCR)
D-04 (MTR)

FOR IDENTIFICATION PURPOSES ONLY
Railway Development Section
Lands Department
Plan Prepared by Railway Development Survey Unit
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NEW KOWLOON INLAND LOT No. 6333

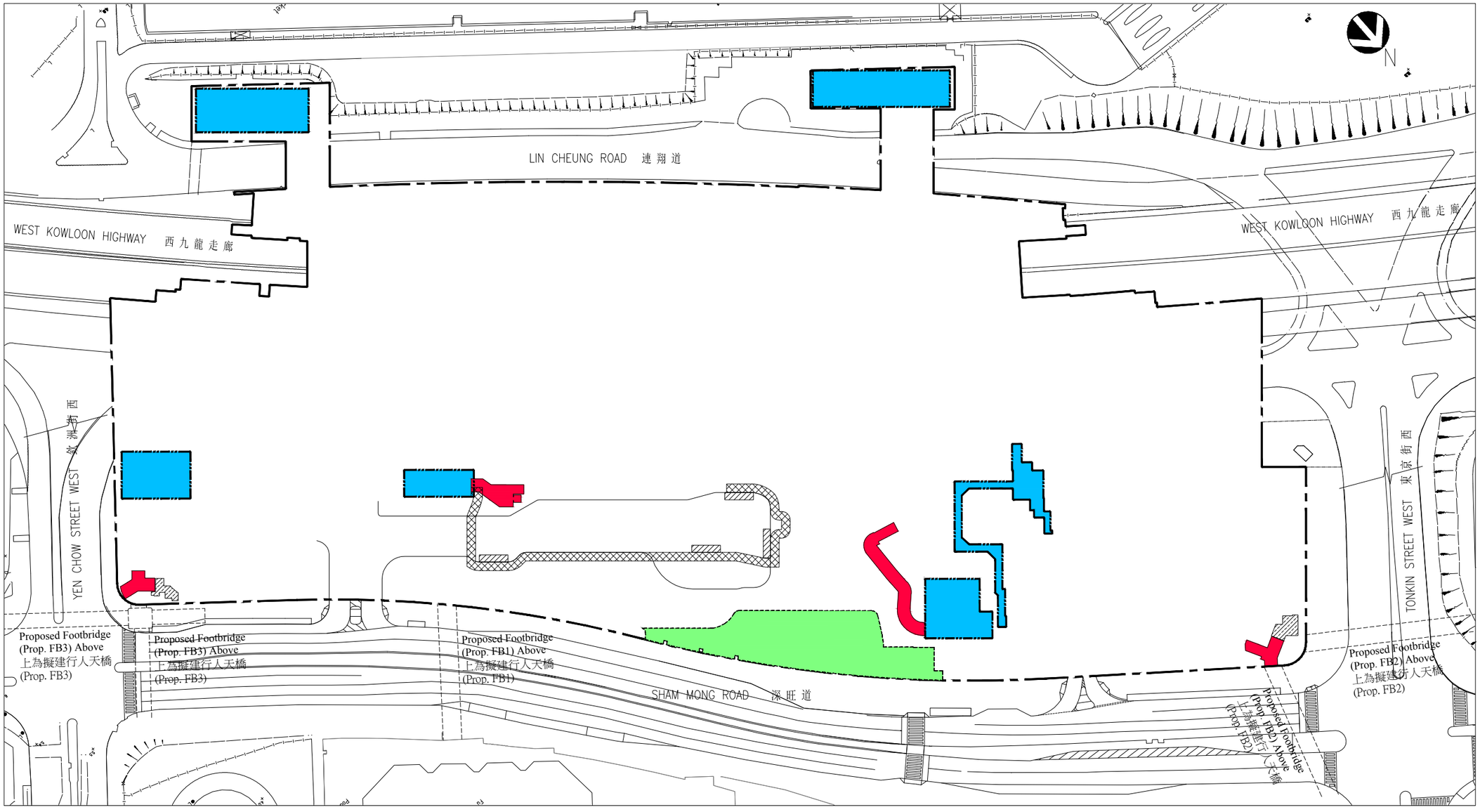
File No. RDU/PD/WR/2 pt.14
Survey Sheet No. 11-NW-13A, B, C & D
Layout Plan No. ---------
Reference Plan No. *
PLAN No. RD1076-DI (Sheet 2 of 3)

Legend

Pink Circled Black — Pink Rippled Black — Pink Circled Black Rippled Black

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

G/F Floor Plan
地下樓面平面圖



Boundary Line of the Development
發展項目邊界線

Private Open Space for Public Use
公眾用途私人休憩用地

Entrance and Exit for Accessing Nam Cheong Station
通行南昌站出入口

Footbridge Links
行人天橋連接走道

Pedestrian Walkway To Lay-By
通往停車處行人走道

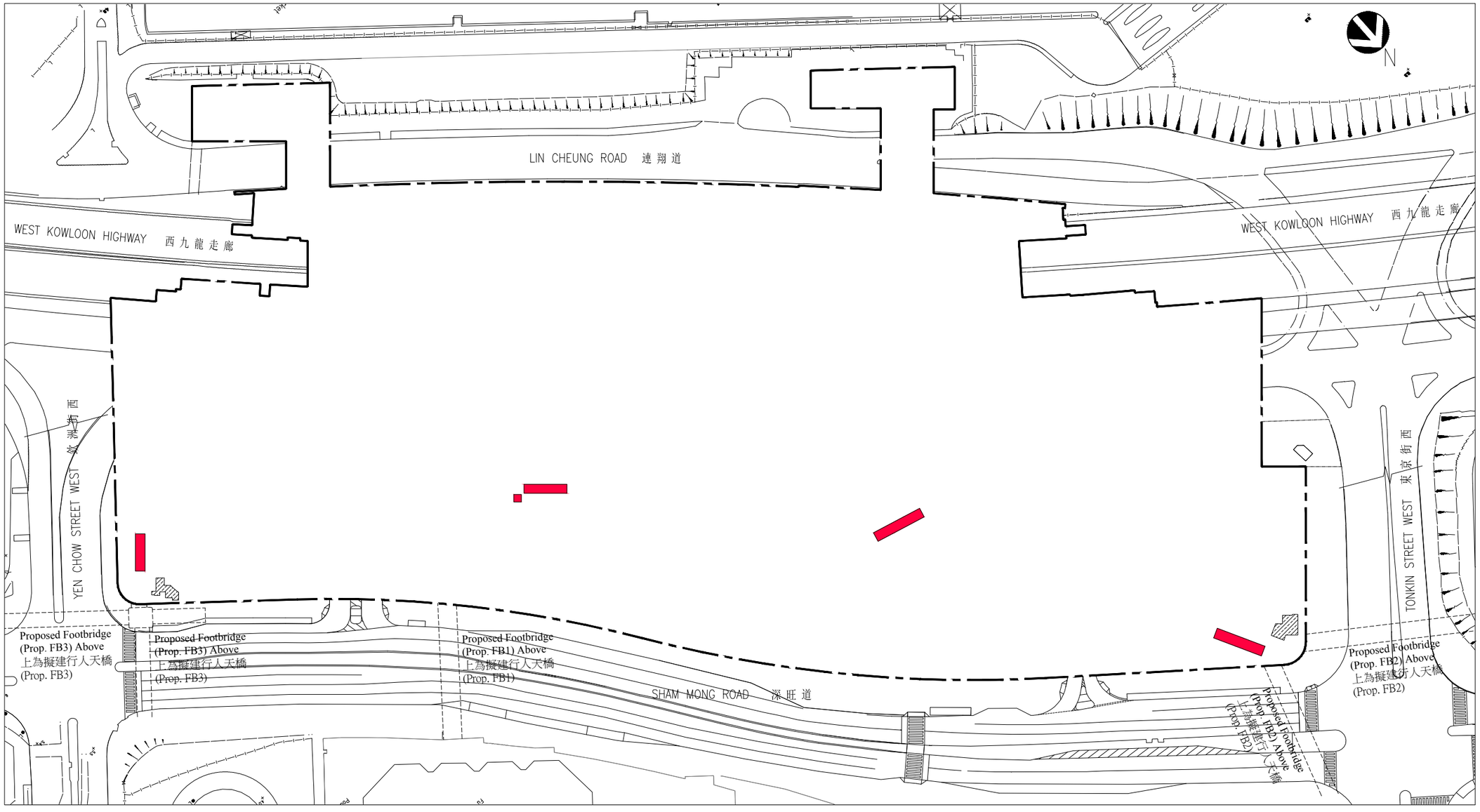
Lay-By
公共停車處

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

1/F Floor Plan
1樓樓面平面圖



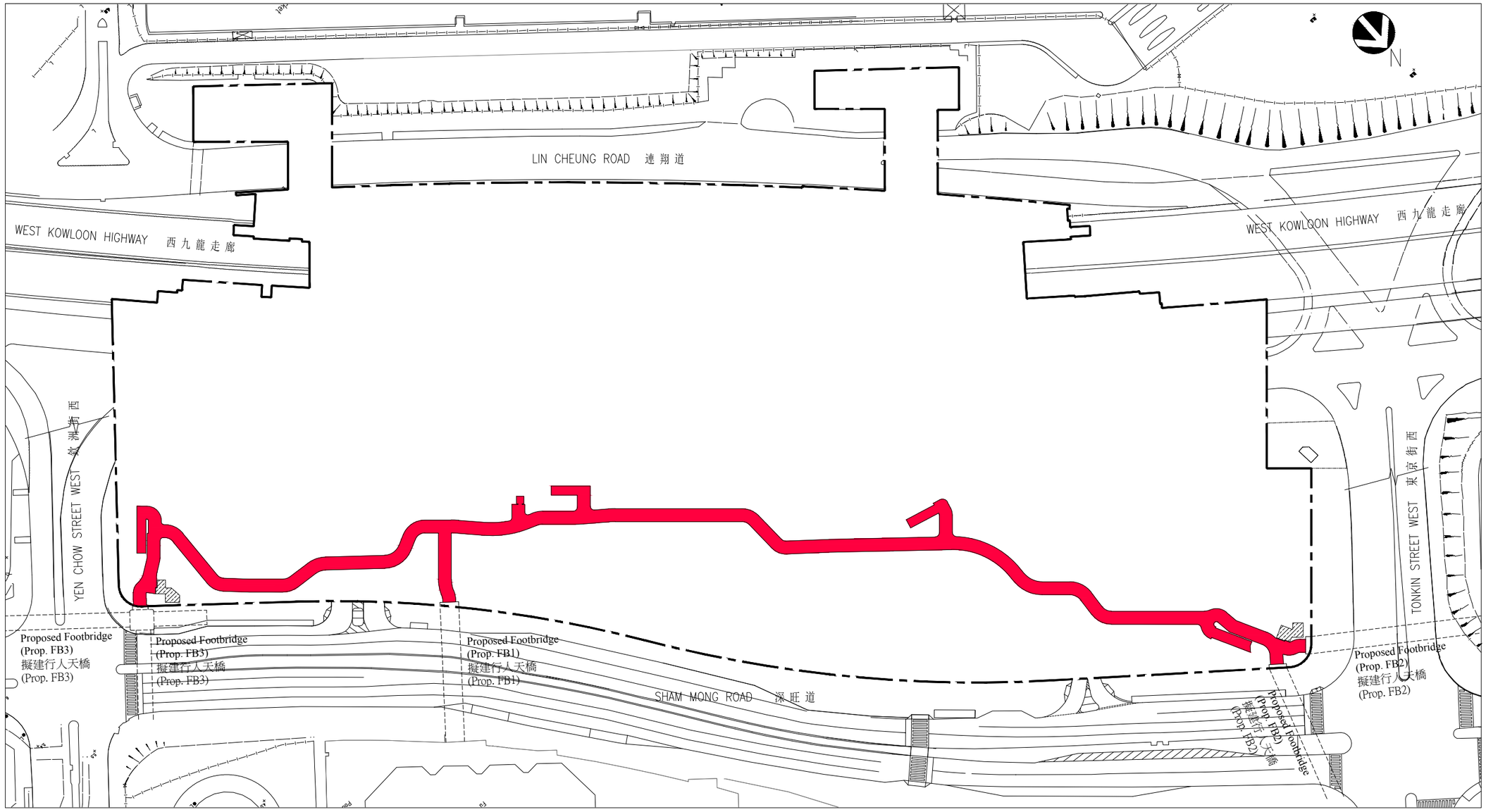
Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

2/F Floor Plan
2樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

A. 根據批地文件規定需要搭建並為政府，或供公眾使用的設施

1. 「第一公共道路」及「行人隧道」所有支承結構與連接段及各自的相關設施

根據批地文件特別條款第(7)(a)(i)條，承批人須為政府建造「第一公共道路」所有支承結構與連接段，並須因應「第一公共道路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

根據批地文件特別條款第(7)(a)(ii)條，承批人須為政府建造「行人隧道」所有支承結構與連接段，並須因應「行人隧道」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(7) (a) 「政府」現獲例外保留：

(i) 現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即現於「圖則Ib」以粉紅色加黑波紋線、於「圖則Ia」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍(本(a)(i)款例外保留的土地及空域範圍以下統稱「第一公共道路專用地方」)，並且連同：

(I) 所有必要的權利佔用「第一公共道路」所有支承結構與連接段，包括但不限於現有護土牆連護土物第11NW-C/R 143號，即「圖則Ia」以紅線標明的部分。上述支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、水平及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「第一公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(ii) 「圖則Ib」所示以現有一個或多個隧道結構佔用的地層(以下簡稱「行人隧道」)，即現於「圖則Ia」粉紅色加黑圈黑波紋線、粉紅色加黑圈及粉紅色加黑圈黑交叉線顯示的範圍(本(a)(ii)款例外保留的地層以下統稱「隧道專用地方」)，並且連同：

(I) 所有必要的權利佔用「行人隧道」所有支承結構與連接段，此等支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「行人隧道」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(b) 「承批人」概無「第一公共道路專用地方」及「隧道專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就**着**使用「第一公共道路專用地方」作為公共道路及「隧道專用地方」作行人隧道等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，除於本協議生效當日現存於「第一公共道路」上層路面對下的任何鐵路結構及相關設施外，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第一公共道路專用地方」及「隧道專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第一公共道路」、「行人隧道」和現已或將會建於「第一公共道路專用地方」及「隧道專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」及「行人隧道」和「第一公共道路」及「行人隧道」各支承及從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第一公共道路專用地方」及「隧道專用地方」和其任何部分及「第一公共道路專用地方」及「隧道專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第一公共道路專用地方」、「隧道專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第一公共道路」及「行人隧道」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「第一公共道路專用地方」

是指現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即「政府批地書」特別條款第(7)(a)(i)條所指並現於「政府批地書」附錄的「圖則Ib」以粉紅色加黑波紋線、於「圖則Ia」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍；

…

「行人隧道」

是指特別條款第(7)(a)(ii)條所指位於「隧道專用地方」內的現有一個或多個隧道結構並於「政府批地書」附錄的「圖則Ib」所示；

…』

公契附表二第I部分第7(I)(a)和7(I)(b)條訂明：-

『**7. 適用於政府的權利、地役權和特權**

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

2. 「第二公共道路」所有支承結構與連接段及相關設施

根據批地文件特別條款第(8)(a)條，承批人須為政府建造「第二公共道路」所有支承結構與連接段，並須因應「第二公共道路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(8) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」並高於香港主水平基準1.95米或「署長」全權酌情指定其他水平的土地及空域範圍，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」並高於香港主水平基準1.65米或「署長」全權酌情指定其他水平高於的地面及空域範圍，以作公共道路用途（以下簡稱「第二公共道路」）（本(a)款例外保留的土地及空域範圍以下統稱「第二公共道路專用地方」），並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「第二公共道路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「第二公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「第二公共道路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第二公共道路專用地方」作公共行車及行人道路等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，如非事前獲「署長」書面同意（「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件），「第二公共道路專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第二公共道路」和現已或將會建於「第二公共道路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第二公共道路」及「第二公共道路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第二公共道路專用地方」及其任何部分和「第二公共道路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第二公共道路專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第二公共道路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「第二公共道路專用地方」

是指「政府批地書」特別條款第(8)(a)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」的地方的土地及空域範圍，以作公共道路用途（**「第二公共道路」**）；

…』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『**7. 適用於政府的權利、地役權和特權**

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

3. 「西九龍公路」所有支承結構與連接段及相關設施

根據批地文件特別條款第(9)(a)條，承批人須為政府建造「西九龍公路」所有支承結構與連接段，並須因應「西九龍公路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(9) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示並高於香港主水平基準12.65米或「署長」全權酌情指定其他水平的土地及空域範圍，以作現有西九龍公路(以下簡稱「西九龍公路」)用途(本(a)款例外保留的土地及空域範圍以下統稱「公路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「西九龍公路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「西九龍公路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「公路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就着使用「公路專用地方」作「西九龍公路」行車等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 除本特別條款(g)款所訂用途外，「承批人」不可使用「公路專用地方」對下的該地段任何部分作任何其他用途。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「西九龍公路」和現已或將會建於「公路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「西九龍公路」及「西九龍公路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「公路專用地方」及其任何部分和「公路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「公路專用地方」或其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「西九龍公路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(g) 除非因地下鐵路東涌線及機場快線和附屬結構與裝置的運作或使用所需，否則不可在「公路專用地方」之下建造或搭建任何建築物、構築物及裝置。茲於此等「批地條款」，「地下鐵路」之釋義以《香港鐵路條例》、其任何附屬規例及相關修訂法例所訂為準。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公路專用地方」

是指「政府批地書」特別條款第(9)(a)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示的地方的土地及空域範圍，以作現有西九龍公路(**「西九龍公路」**)用途；

…』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

4. 位於「高鐵香港段專用地方」內的「支承結構」

根據批地文件特別條款第(10)條，承批人應自費以地政總署署長全面滿意的形式維修位於「高鐵香港段專用地方」內的「支承結構」。

(I) 批地文件條款

(10)(a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線（包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分）和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段（以下簡稱「高鐵香港段」）（本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」）。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件（不論經過改造與否）及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件（以下統稱「支承結構」）。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」（不論「政府」有否進行改造或重建工程），以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」（不論「政府」有否進行改造或重建工程）外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」（釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準）現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「高鐵香港段專用地方」

是指「政府批地書」特別條款第(10)(a)(i)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線（包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分）和粉紅色間黑斜線紅斜線顯的地方的地底內層範圍，以便建造、運作及維修「高鐵香港段」。』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

5. 「24小時走道」

根據批地文件特別條款第(34)條，承批人應自費以地政總署署長全面滿意的形式設計和提供及嗣後管理和維修「24小時走道」。

(I) 批地文件條款

(34)(d) (i) 「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道（以下簡稱「24小時走道」），內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」（釋義以本文特別條款第(35)(a)(i)條所訂為準）、「有蓋行人天橋」（釋義以本文特別條款第(36)(a)條所訂為準）、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii) 「24小時走道」（不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物）的闊度不可小於4.5米。

(e) 「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f) 「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「24小時走道」

是指按照「政府批地書」特別條款第(34)(d)條現已或將會興建於「該土地」內並且構成「商業樓宇」一部分的24小時走道，其中包括自動扶梯、載客電梯、樓梯、斜路及「署長」批准或指定的其他構築物，以連接「車站綜合大樓」、「行人隧道」、「擬建行人天橋」、「有蓋行人天橋」、「該土地」地面及毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

6. 「行人天橋連接走道」

根據批地文件特別條款第(35)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「行人天橋連接走道」。

(I) 批地文件條款

(35)(a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii) 「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i) 「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i) 「行人天橋連接走道」除接上及連通「擬建行人天橋」和供所有公眾人士步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii) 「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I) 「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III) 「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾人士全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《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」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。

(37) (a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(I) 批地文件條款

(36)(a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾人士步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「承批人」不論日夜均應時刻允許任何公眾人士免費自由步行或乘坐輪椅出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「行人天橋連接走道」

是指按照「政府批地書」特別條款第(35)(a)(i)和(ii)條現已或將會建造並且構成「商業樓宇」一部分的行人路及行人道(包括兩部電梯及兩條有蓋樓梯)，以將「該土地」和「發展項目」連接至「擬建行人天橋」，以及連接至毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第I部分第7(IV)條訂明：-

『7. 適用於政府的權利、地役權和特權

IV. 就「擬建行人天橋」而言，「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員擁有充分權利或自由佔用「該土地」及「發展項目」任何部分而毋須繳付任何費用，並且擁有所有必要權利進出、往返及通行「該土地」及「發展項目」，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程，及有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

7. 「有蓋行人天橋」

根據批地文件特別條款第(36)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「有蓋行人天橋」。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「有蓋行人天橋」

是指按照「政府批地書」特別條款第(36)(a)條現已或將會建造且其中一部分構成「商業樓宇」一部分的一座單層有蓋行人天橋及其他結構支承件與連接段；

…』

公契E部分第17條訂明：-

『17. 在「政府批地書」批授的整個年期內，各「業主」應按照「政府批地書」相關特別條款的規定提供和准許「署長」、其正式授權人員、代理、承辦商和彼等的工人隨時行使不受限制的權利，攜帶工具、設備、機器或駕車與否，進出、往返及通行「該土地」和「發展項目」，以便檢查和進行任何有關各「專用地方」、「擬建行人天橋」、「有蓋行人天橋」和「政府批地書」相關特別條款中指定的任何其他範圍的任何工程。』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

公契附表三第6條規定：-

『6. 任何「業主」不得准許或容忍任何小販在「該土地」、「發展項目」內及「有蓋行人天橋」擺賣。就本條款而言，「小販」之釋義以《公眾衞生及市政條例》(香港特別行政區法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，但應受「政府批地書」特別條款第(53)條所載的修訂條文制約。』

8. 「公眾用途私人休憩用地」

根據批地文件特別條款第(42)條，承批人應按照經批准的建築圖則，自費以地政總署署長全面滿意的方式搭建、建造、提供和園景美化「公眾用途私人休憩用地」。

(I) 批地文件條款

(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員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、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米)；

…』

公契E部分第15條訂明：-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定，自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明：-

『(b) 茲在任何方面毋損前述之一般性，「管理人」擁有以下權力及應承擔以下責任，即：-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)；就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險；制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例，但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明：-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支，應包括但不限於以下各項，且各「業主」應按照以下規定的方式支付：-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用；』

公契附表二第II部分第5條訂明：-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

9. 「公共停車處」及「通往停車處行人走道」

根據批地文件特別條款第(49)(a)條，承批人應自費以地政總署署長全面滿意的方式提供及嗣後管理和維修「公共停車處」。

根據批地文件特別條款第(49)(b)條，承批人應自費以地政總署署長全面滿意的方式設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修「通往停車處行人走道」。

(I) 批地文件條款

(49)(a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「公共停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「公共停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「公共停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。

(d) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公共停車處」及「通往停車處行人走道」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(e) 「署長」可全權酌情決定計算本文特別條款第(17)(d)條訂明的樓面總面積時，可以排除「公共停車處」及「通往停車處行人走道」的全部或部分面積。

(f) 現明確協議、聲明及訂明，本文特別條款(c)款施加責任予「承批人」，「承批人」或「政府」均無意劃定或同意劃定「公共停車處」及「通往停車處行人走道」供公眾使用，分別以供車輛上落乘客及行使通行權之用途。

(g) 現明確協議及聲明，本文特別條款(c)款訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(50) 根據本文特別條款第(44)(a)(iii)，(45)及(49)條於該地段內提供的空間、「公共停車處」及「通往停車處行人走道」一律指定並且納為「公用地方」。

(51) 「署長」批准標示了根據本文特別條款第(44)，(45)，(46)及(49)條規定於該地段內提供的所有車位、上落客貨車位和停車處的圖則，或由「認可人士」(釋義以《建築物條例》、或其任何訂立的規例及任何修訂條文項下所訂為準)認證該圖則的副本，應存放於「署長」處。沒有影響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其任何部分的交易(除於本文特別條款第(26)(b)條下「地鐵部分」的任何分租、於本文特別條款第(26)(e)條下授予「香港鐵路有限公司」通行、使用和佔有「九鐵部分」的權利、「香港鐵路有限公司」進一步授予他們於本文特別條款第(26)(c)(iii)條下的任何權利，以通行、使用和佔有「九鐵部分」、於本文特別條款第(26)(d)條下的任何分租、於本文特別條款第(27)(a)條下提及的轉讓、於本文特別條款第(29)(b)條下歸屬「財政司法團」的「南昌站不可分割份數」、於本文特別條款第(38)(a)(iii)條下的租約或租賃或有關該租約或租賃的協議、於本文特別條款第(38)(a)(iv)條下的建築貸款、於本文特別條款第(38)(b)條下提及的轉讓或「署長」批准的其他交易外)應於該存放之前訂立。於該經批准圖則標示的該車位、上落客貨車位和停車處，除用於本文特別條款(44)，(45)及(49)條分別所載的目的外，不可作任何其他用途。「承批人」應按照該經批准圖則保養車位、上落客貨車位、停車處和其他範圍，包括但不限於電梯、起貨區及機動和通道範圍，及如非事前獲「署長」書面同意，不得修改佈局。除該經批准圖則標示的車位外，該地段部分或於該地段上的任何建築物或構築物不可作停車用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公共停車處」

是指按照特別條款第(49)(a)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的停車處，以供車輛(包括的士)上落乘客；

…

「通往停車處行人走道」

是指按照特別條款第(49)(b)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的行人走道，以連接「公共停車處」至「車站綜合大樓」入口；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

10. 維修及通行「現有公共運輸交匯處」

根據批地文件特別條款第(54)條，承批人須維修「現有公共運輸交匯處」，直至承批人自費以地政總署署長全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

根據批地文件特別條款第(54)條，承批人應允許所有政府及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。

注：因「現有公共運輸交匯處」已被拆除，於批地文件特別條款第(54)條下的義務已失效。因此，以圖則顯示上述設施的位置不是在切實可行範圍內的。

(I) 批地文件條款

(54)(a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站)(以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章)及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。

(II) 公契條款

不適用。

B. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的設施

1. 位於「高鐵香港段專用地方」內的「支承結構」

根據批地文件特別條款第(10)條，承批人應自費以地政總署署長全面滿意的形式維修位於「高鐵香港段專用地方」內的「支承結構」(不論「政府」有否進行改造或重建工程)。

(I) 批地文件條款

(10)(a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段(以下簡稱「高鐵香港段」)(本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」)。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件(不論經過改造與否)及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件(以下統稱「支承結構」)。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」(不論「政府」有否進行改造或重建工程)，以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致令「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」(不論「政府」有否進行改造或重建工程)外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」(釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準)現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「高鐵香港段專用地方」

是指「政府批地書」特別條款第(10)(a)(i)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯的地方的地底內層範圍，以便建造、運作及維修「高鐵香港段」。』

公契附表二第I部分第7(I)(a)和7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

2. 通行車站入口

根據批地文件特別條款第(31)(c)條，承批人於建造廣深港高速鐵路香港段期間，應允許公眾於南昌站開放時間內通行及往返位於「AREA C」的現有車站入口(即註明於批地文件附件的「圖則Ia」)，直至「第二延遲移交區」(釋義以本文特別條款第(5)(a)(ii)(II)條所訂為準)的佔管權已於批地文件下授予承批人。

注：因「第二延遲移交區」的佔管權已依批地文件下授予承批人，於批地文件特別條款第(31)(c)條下的義務已失效。

(I) 批地文件條款

(31)(c) (i)「政府」、其人員、代理、承辦商、工人或獲其授權之其他人等現保留權利，可隨時不論攜帶工具、設備、機器、機械或駕車與否，有權佔用和不受限制地通行、進出及往返位於「高鐵香港段專用地方」之上即「圖則Ia」以粉紅色及粉紅色間黑斜線網靛藍邊並註明為「AREA C」的該地段範圍(以下簡稱「範圍C」)或該地段任何部分及南昌站任何部分，以遵從「政府」規定，按照「署長」全權酌情決定，配合或因應「高鐵香港段」建造工程自費拆卸、改造和重建現已或將會建於該處的建築物、構築物、樁柱、地基、基腳及支承件(包括該處任何裝置及設施)。

(ii)「政府」行使本特別條款(c)(i)款賦予的權利時，必須：

(I) 允許公眾於南昌站開放時間內通行及往返位於「範圍C」的現有車站入口(以下簡稱「車站入口」)或其任何部分；及

(II) 除非「鐵路公司」(釋義以本文特別條款第(65)(a)條所訂為準)同意(「鐵路公司」不可無理拒絕同意)，否則不可作出任何事項以致可能妨礙該處的鐵路運作和安全。

(iii) 茲毋損本文特別條款第(65)及(66)條之規定，本特別條款(c)(i)款賦予的權利將於「承批人」遵照本文特別條款第(5)(a)(ii)(II)條獲得或取得「第二延遲移交區」佔管權時終止及廢止。

(iv) 倘「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等因行使本特別條款(c)(i)款所賦予權利或處理附帶於此等權利之事宜而令「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、代理、承辦商、工人及獲其授權之其他人等索償。

(II) 公契條款

不適用。

3. 通行南昌站

根據批地文件特別條款第(32)條，承批人應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由承批人劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。

(I) 批地文件條款

(32) 於本文協定批授的整個年期內，「承批人」應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由「承批人」劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「車站綜合大樓」

是指「發展項目」內的鐵路站並於本公契的日期稱為「南昌站」，包括「政府批地書」特別條款第(24)(a)條項下的「九鐵部分」和「地鐵部分」；為免引起疑問，位於「屋苑」或其任何部分之下的「九鐵部分」和「地鐵部分」的天花板的最低層厚板(包括防水板及緊接其上的系統和相關保護件)應構成「車站綜合大樓」的上邊界及「車站綜合大樓」之一部分，而位於「車站綜合大樓」所述的上邊界之下的「九鐵部分」和「地鐵部分」的所有地基、柱、橫樑和其他結構部分應構成「車站綜合大樓」之一部分，不論該等地基、柱、橫樑和其他結構部分是否用以支撐「屋苑」或其任何部分。為免引起進一步疑問，以下各項屬「車站綜合大樓」邊界以外的範圍，且不構成「車站綜合大樓」之一部分：在「車站綜合大樓」所述的上邊界對上的所有厚板，包括所述防水板及緊接其上的系統和相關保護件上面的所有厚板，以及服務「屋苑」或其任何部分的所有公用事業設施、服務設施、槽、井及設施和「屋苑」所有裝修物料；

…』

4. 「24小時走道」

根據批地文件特別條款第(34)條，承批人應自費以地政總署署長全面滿意的形式於該地段設計和提供及嗣後管理和維修「24小時走道」。

(I) 批地文件條款

(34)(d) (i)「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道(以下簡稱「24小時走道」)，內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)、「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii)「24小時走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的闊度不可小於4.5米。

(e)「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f)「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「24小時走道」

是指按照「政府批地書」特別條款第(34)(d)條現已或將會興建於「該土地」內並且構成「商業樓宇」一部分的24小時走道，其中包括自動扶梯、載客電梯、樓梯、斜路及「署長」批准或指定的其他構築物，以連接「車站綜合大樓」、「行人隧道」、「擬建行人天橋」、「有蓋行人天橋」、「該土地」地面及毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

5. 「行人天橋連接走道」

根據批地文件特別條款第(35)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「行人天橋連接走道」。

(I) 批地文件條款

(35)(a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii)「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i)「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i)「行人天橋連接走道」除接上及連通「擬建行人天橋」和供公眾步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii)「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I)「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III)「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d)「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e)「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f)「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《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」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「行人天橋連接走道」

是指按照「政府批地書」特別條款第(35)(a)(i)和(ii)條現已或將會建造並且構成「商業樓宇」一部分的行人路及行人道(包括兩部電梯及兩條有蓋樓梯)，以將「該土地」和「發展項目」連接至「擬建行人天橋」，以及連接至毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第I部分第7(IV)條訂明：-

『**7. 適用於政府的權利、地役權和特權**

IV. 就「擬建行人天橋」而言，「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員擁有充分權利或自由佔用「該土地」及「發展項目」任何部分而毋須繳付任何費用，並且擁有所有必要權利進出、往返及通行「該土地」及「發展項目」，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程，及有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

6. 「有蓋行人天橋」

根據批地文件特別條款第(36)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「有蓋行人天橋」。

(I) 批地文件條款

(36) (a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「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出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「有蓋行人天橋」

是指按照「政府批地書」特別條款第(36)(a)條現已或將會建造且其中一部分構成「商業樓宇」一部分的一座單層有蓋行人天橋及其他結構支承件與連接段；

…』

公契E部分第17條訂明：-

『17. 在「政府批地書」批授的整個年期內，各「業主」應按照「政府批地書」相關特別條款的規定提供和准許「署長」、其正式授權人員、代理、承辦商和彼等的工人隨時行使不受限制的權利，攜帶工具、設備、機器或駕車與否，進出、往返及通行「該土地」和「發展項目」，以便檢查和進行任何有關各「專用地方」、「擬建行人天橋」、「有蓋行人天橋」和「政府批地書」相關特別條款中指定的任何其他範圍的任何工程。』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

公契附表三第6條規定：-

『6. 任何「業主」不得准許或容忍任何小販在「該土地」、「發展項目」內及「有蓋行人天橋」擺賣。就本條款而言，「小販」之釋義以《公眾衞生及市政條例》(香港特別行政區法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，但應受「政府批地書」特別條款第(53)條所載的修訂條文制約。』

7. 「公眾用途私人休憩用地」

根據批地文件特別條款第(42)條，承批人應按照經批准的建築圖則，自費以地政總署署長全面滿意的方式搭建、建造、提供和園景美化「公眾用途私人休憩用地」。

(I) 批地文件條款

(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員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、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米)；

…』

公契E部分第15條訂明：-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定，自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明：-

『(b) 茲在任何方面毋損前述之一般性，「管理人」擁有以下權力及應承擔以下責任，即：-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)；就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險；制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例，但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明：-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支，應包括但不限於以下各項，且各「業主」應按照以下規定的方式支付：-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用；』

公契附表二第II部分第5條訂明：-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

8. 「公共停車處」及「通往停車處行人走道」

根據批地文件特別條款第(49)(a)條，承批人應自費以地政總署署長全面滿意的方式提供及嗣後管理和維修「公共停車處」。

根據批地文件特別條款第(49)(b)條，承批人應自費以地政總署署長全面滿意的方式設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修「通往停車處行人走道」。

(I) 批地文件條款

(49) (a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「公共停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「公共停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「公共停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。

(d) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公共停車處」及「通往停車處行人走道」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(e) 「署長」可全權酌情決定計算本文特別條款第(17)(d)條訂明的樓面總面積時，可以排除「公共停車處」及「通往停車處行人走道」的全部或部分面積。

(f) 現明確協議、聲明及訂明，本文特別條款(c)款施加責任予「承批人」，「承批人」或「政府」均無意劃定或同意劃定「公共停車處」及「通往停車處行人走道」供公眾使用，分別以供車輛上落乘客及行使通行權之用途。

(g) 現明確協議及聲明，本文特別條款(c)款訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(50) 根據本文特別條款第(44)(a)(iii)，(45)及(49)條於該地段內提供的空間、「停車處」及「通往停車處行人走道」一律指定並且納為「公用地方」。

(51) 「署長」批准標示了根據本文特別條款第(44)，(45)，(46)及(49)條規定於該地段內提供的所有車位、上落客貨車位和停車處的圖則，或由「認可人士」(釋義以《建築物條例》、或其任何訂立的規例及任何修訂條文項下所訂為準) 認證該圖則的副本，應存放於「署長」處。沒有影響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其任何部分的交易 (除於本文特別條款第(26)(b)條下「地鐵部分」的任何分租、於本文特別條款第(26)(c)條下授予「香港鐵路有限公司」通行、使用和佔有「九鐵部分」的權利、「香港鐵路有限公司」進一步授予他們於本文特別條款第(26)(c)(iii)條下的任何權利，以通行、使用和佔有「九鐵部分」、於本文特別條款第(26)(d)條下的任何分租、於本文特別條款第(27)(a)條下提及的轉讓、於本文特別條款第(29)(b)條下歸屬「財政司法團」的「南昌站不可分割份數」、於本文特別條款第(38)(a)(iii)條下的租約或租賃或有關該租約或租賃的協議、於本文特別條款第(38)(a)(iv)條下的建築貸款、於本文特別條款第(38)(b)條下提及的轉讓或「署長」批准的其他交易外) 應於該存放之前訂立。於該經批准圖則標示的該車位、上落客貨車位和停車處，除用於本文特別條款(44)，(45)及(49)條分別所載的目的外，不可作任何其他用途。「承批人」應按照該經批准圖則保養車位、上落客貨車位、停車處和其他範圍，包括但不限於電梯、起貨區及機動和通道範圍，及如非事前獲「署長」書面同意，不得修改佈局。除該經批准圖則標示的車位外，該地段部分或於該地段上的任何建築物或構築物不可作停車用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公共停車處」

是指按照特別條款第(49)(a)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的停車處，以供車輛 (包括的士) 上落乘客；

…

「通往停車處行人走道」

是指按照特別條款第(49)(b)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的行人走道，以連接「公共停車處」至「車站綜合大樓」入口；

…』

公契E部第22(b)條訂明：-

『(b) 「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作) 及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

9. 維修及通行「現有公共運輸交匯處」

根據批地文件特別條款第(54)條，承批人須維修「現有公共運輸交匯處」，直至承批人自費以地政總署署長全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

根據批地文件特別條款第(54)條，承批人應允許所有政府及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。

注：因「現有公共運輸交匯處」已被拆除，於批地文件特別條款第(54)條下的義務已失效。因此，以圖則顯示上述設施的位置不是在切實可行範圍內的。

(I) 批地文件條款

(54)(a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站) (以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章) 及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。

(II) 公契條款

不適用。

C. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的休憩用地

根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的休憩用地是不少於1,000平方米。

(I) 批地文件條款

(42 (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地 (以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面 (「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」),並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定,「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外,概不可作任何其他用途,從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定,「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內:

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用;及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示,向公眾說明「公眾用途私人休憩用地」開放供公眾使用,並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內,「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任,「政府」可執行「公眾用途私人休憩用地」的必要工程,費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項,金額由「署長」指定,而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程,「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員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、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時,不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明,本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約,「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明,本文特別條款第(42)(c)條訂明的「承批人」合約責任,概不構成任何預期或申索,以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑,「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項,以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求,「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定:-

『在本公契中,除文意另有規定外,以下詞語和語句具有以下賦予的涵義:-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米);

…』

公契E部分第15條訂明:-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定,自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明:-

『(b) 茲在任何方面毋損前述之一般性,「管理人」擁有以下權力及應承擔以下責任,即:-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」);就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險;制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例,但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明:-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支,應包括但不限於以下各項,且各「業主」應按照以下規定的方式支付:-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用;』

公契附表二第II部分第5條訂明:-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

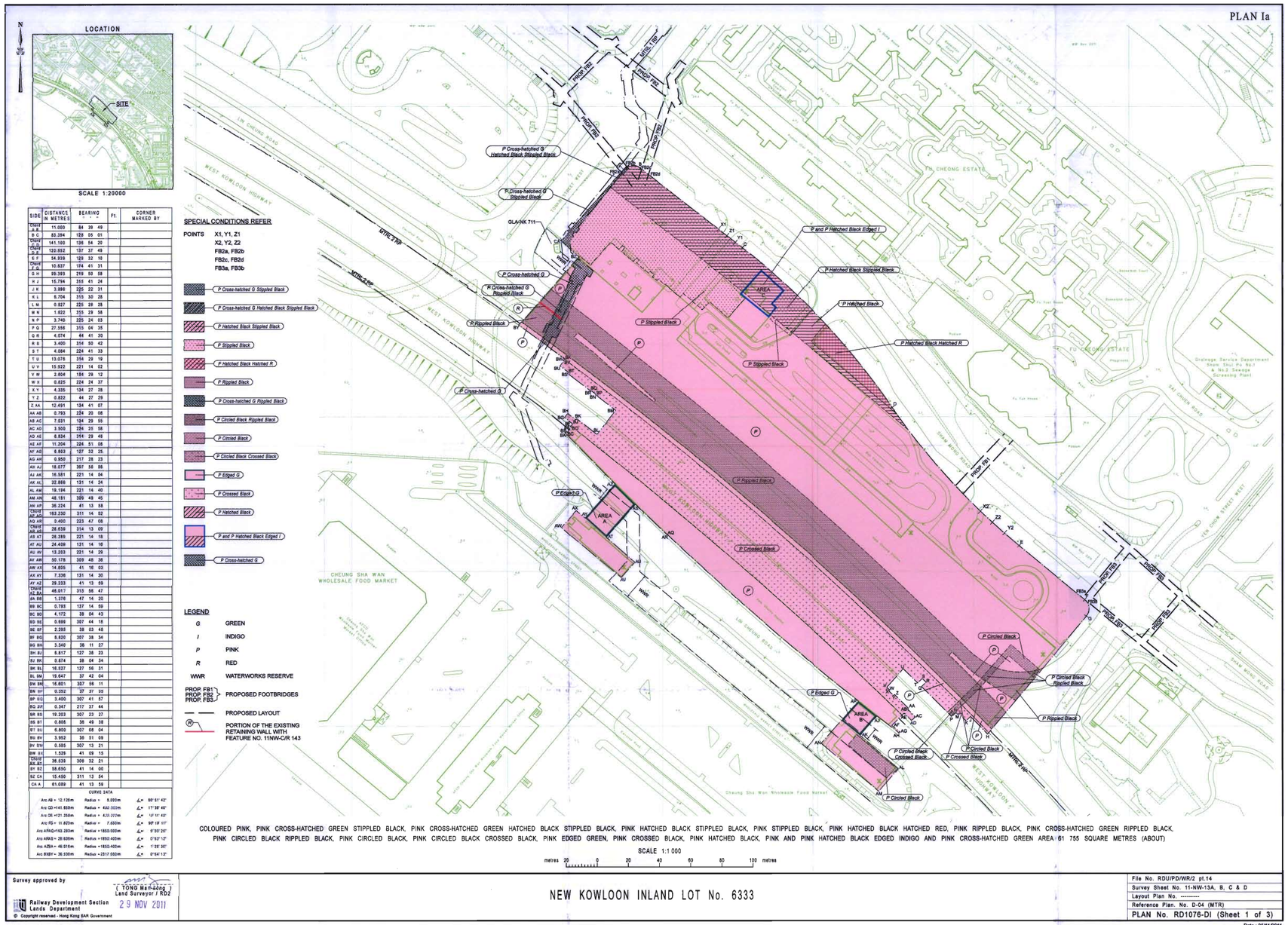
D. 根據《建築物(規劃)規例》(第123章附屬法例F)第22(1)條規例，專供公眾使用土地的任何部分(期數座落的位置)

不適用。

就上述A、B和C段提及供公眾使用的任何設施和休憩用地，及該土地的部分，公眾有權按照批地文件使用設施或休憩用地或土地的部分。

圖例

- 粉紅色加綠交叉線加黑點
- 粉紅色加綠交叉線間黑斜線加黑點
- 粉紅色間黑斜線加黑點
- 粉紅色加黑點
- 粉紅色間黑斜線間紅斜線
- 粉紅色加黑波紋線
- 粉紅色間綠交叉線加黑點
- 粉紅色加黑圈黑波紋線
- 粉紅色加黑圈
- 粉紅色加黑圈黑交叉線
- 粉紅色綑綠邊
- 粉紅色間黑交叉線
- 粉紅色間黑斜線
- 粉紅色及粉紅色間黑斜線綑靛藍邊
- 粉紅色加綠交叉線



COLOURED PINK, PINK CROSS-HATCHED GREEN STIPPLED BLACK, PINK CROSS-HATCHED GREEN HATCHED BLACK STIPPLED BLACK, PINK HATCHED BLACK STIPPLED BLACK, PINK STIPPLED BLACK, PINK HATCHED BLACK HATCHED RED, PINK RIPPLED BLACK, PINK CROSS-HATCHED GREEN RIPPLED BLACK, PINK CIRCLED BLACK RIPPLED BLACK, PINK CIRCLED BLACK, PINK CIRCLED BLACK CROSSED BLACK, PINK EDGED GREEN, PINK CROSSED BLACK, PINK HATCHED BLACK, PINK AND PINK HATCHED BLACK EDGED INDIGO AND PINK CROSS-HATCHED GREEN AREA 61 755 SQUARE METRES (ABOUT)

PLAN Ib

N

LOCATION



SCALE 1:20000

SPECIAL CONDITIONS REFER

P Circled Black

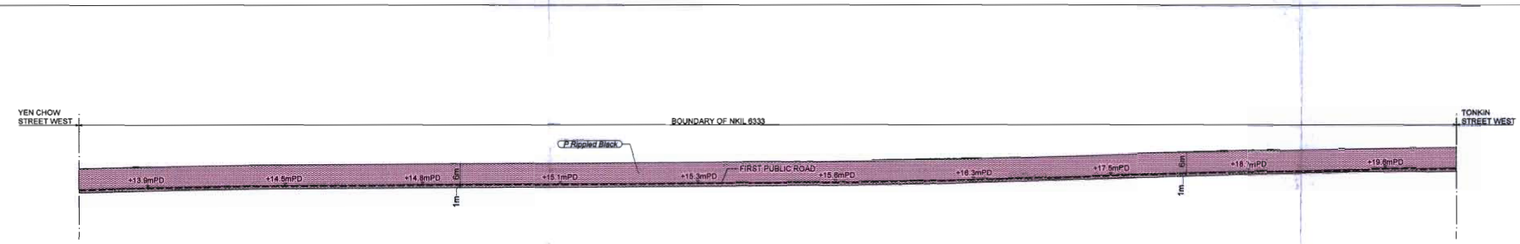
P Rippled Black

P Circled Black Rippled Black

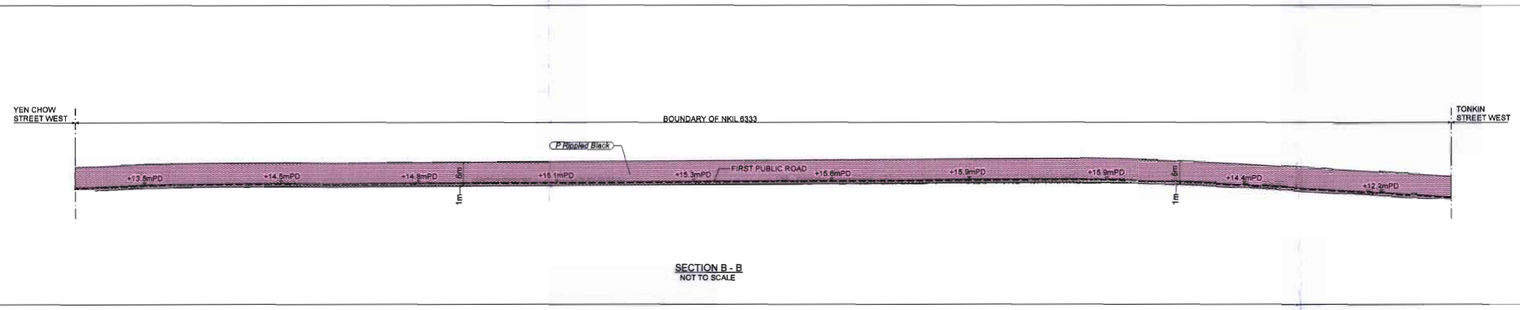
LEGEND

P PINK

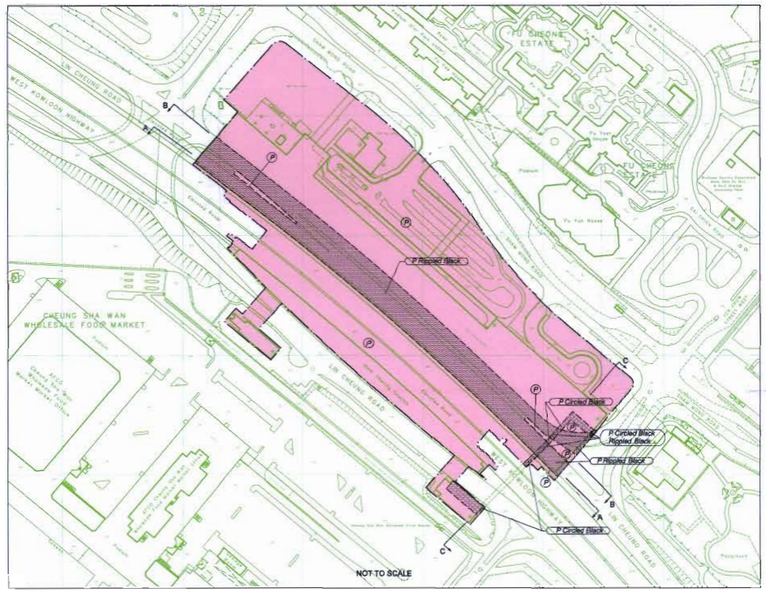
mPD HONG KONG PRINCIPAL DATUM (METRE)

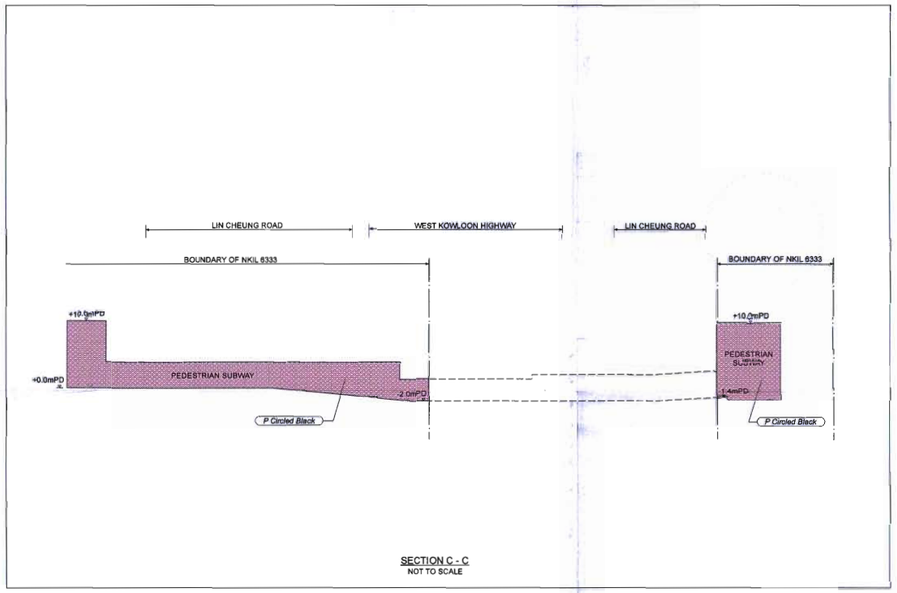


SECTION A - A
NOT TO SCALE



SECTION B - B
NOT TO SCALE





SECTION C - C
NOT TO SCALE

* PRD9001/T/NAC/MTR/A00/17/A1 (MTR)
PRD9001/T/NAC/MTR/A00/18/A1 (MTR)
PRD9001/T/NAC/MTR/A00/19/A1 (MTR)
PRD9001/T/NAC/MTR/A00/20/A1 (MTR)
DD400/03/C19/012/Z/3 (KCR)
D-04 (MTR)

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Railway Development Section
Lands Department
Plan Prepared by Railway Development Survey Unit
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NEW KOWLOON INLAND LOT No. 6333

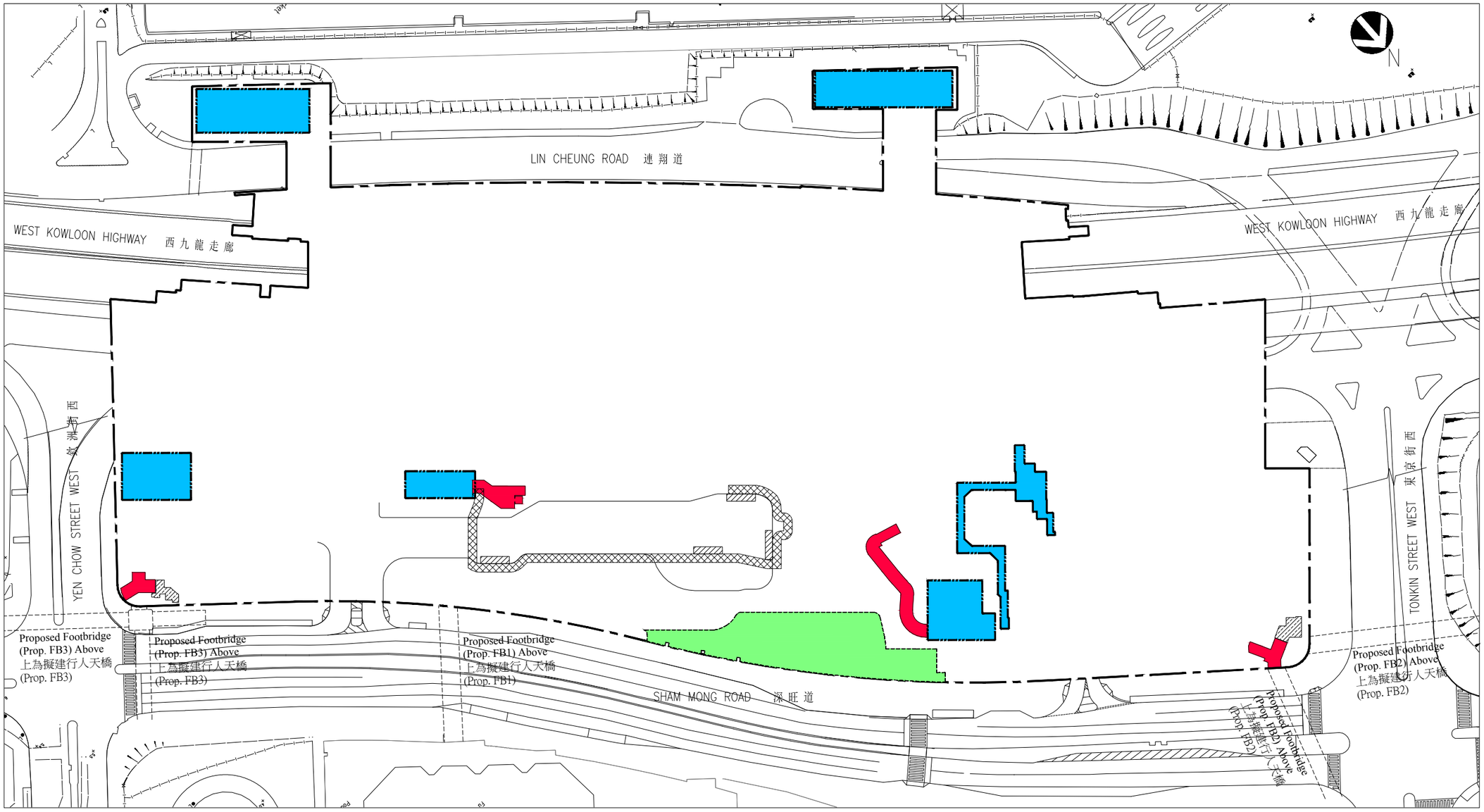
File No. RDU/PD/WR/2 pt.14
Survey Sheet No. 11-NW-13A, B, C & D
Layout Plan No. ---------
Reference Plan No. *
PLAN No. RD1076-DI (Sheet 2 of 3)

Legend

粉紅色加黑圈　粉紅色加黑波紋線　粉紅色加黑圈黑波紋線

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

G/F Floor Plan
地下樓面平面圖



Boundary Line of the Development
發展項目邊界線

Private Open Space for Public Use
公眾用途私人休憩用地

Entrance and Exit for Accessing Nam Cheong Station
通行南昌站出入口

Footbridge Links
行人天橋連接走道

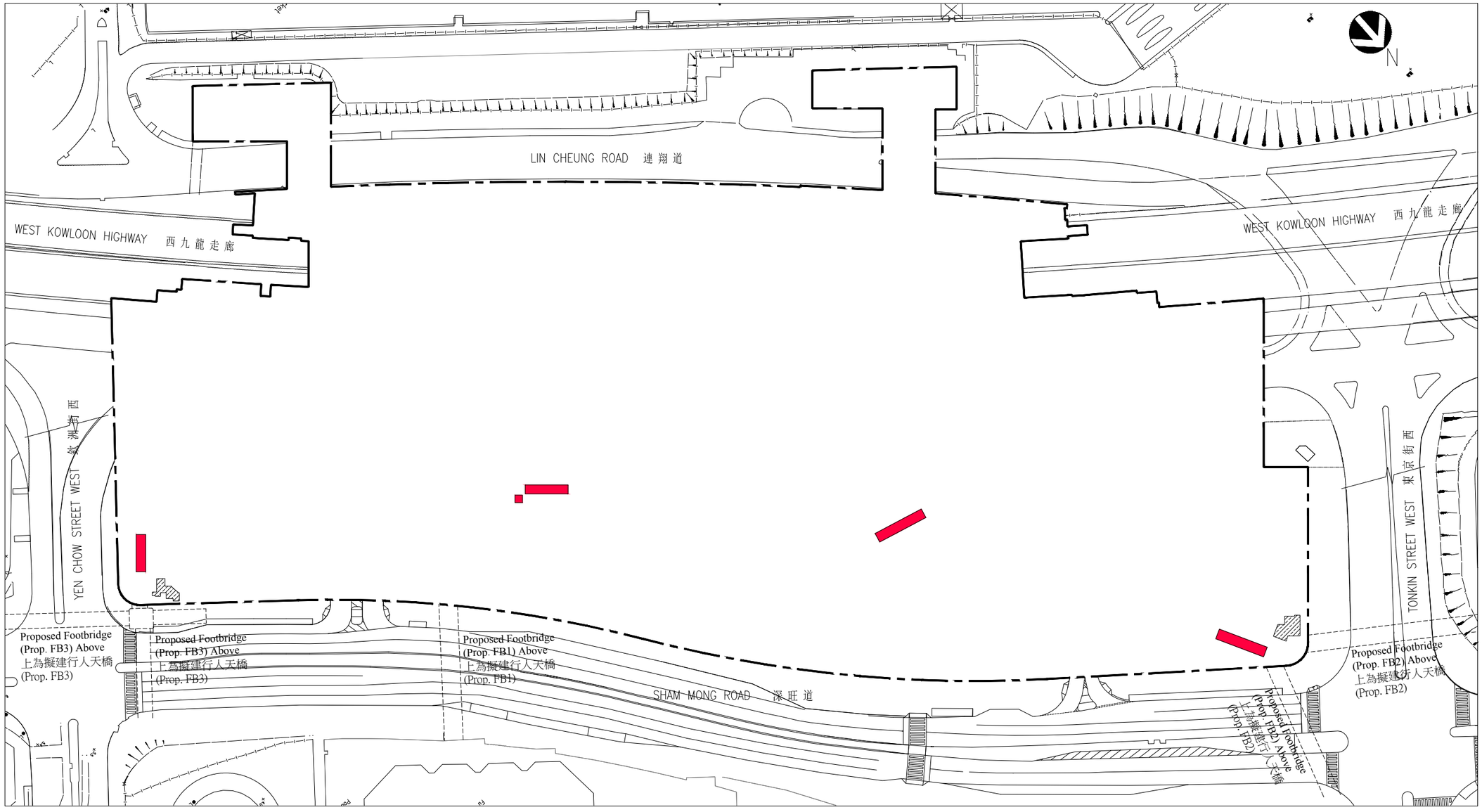
Pedestrian Walkway To Lay-By
通往停車處行人走道

Lay-By
公共停車處

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

1/F Floor Plan
1樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

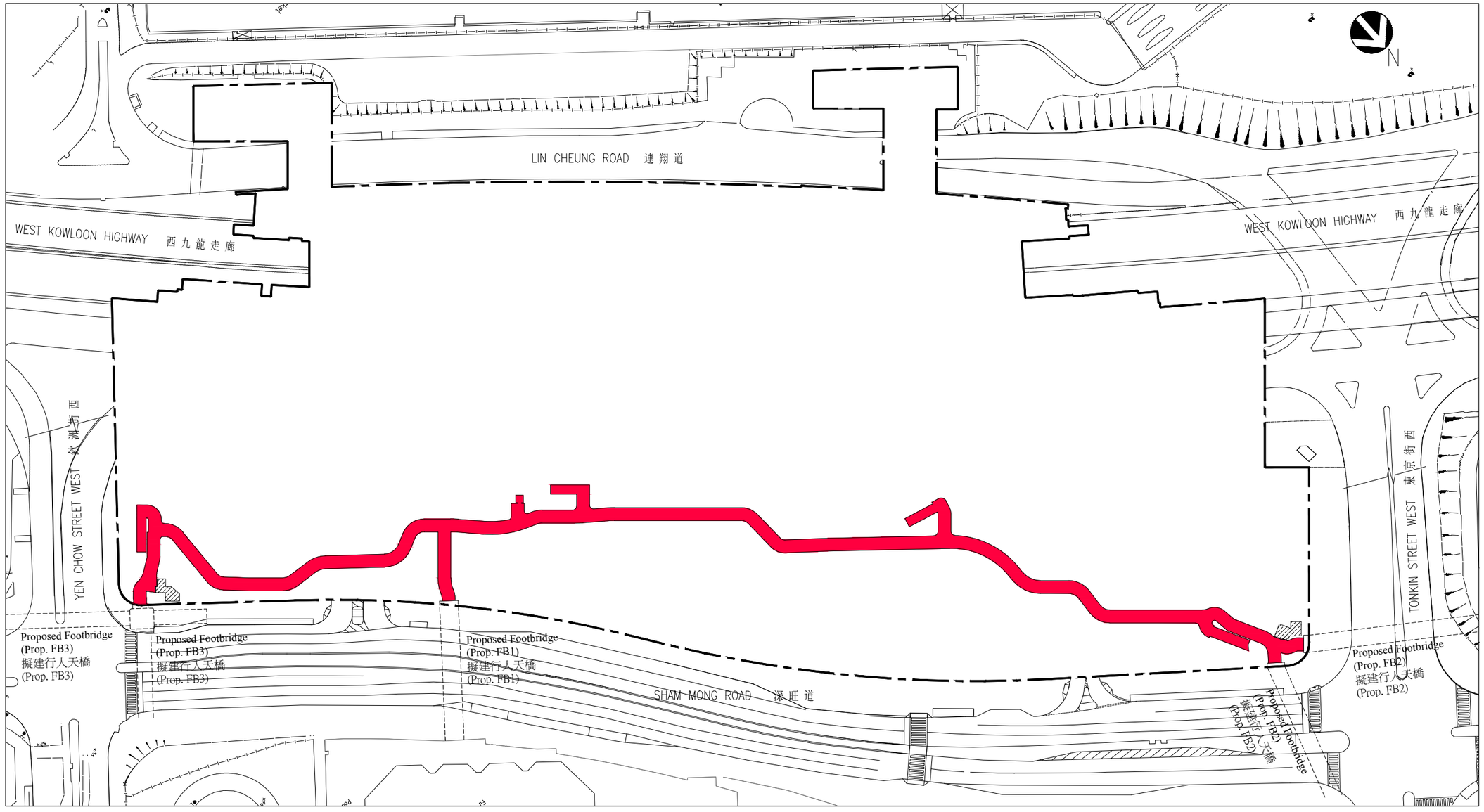
Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

2/F Floor Plan
2樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

AR55

WARNING TO PURCHASERS
對買方的警告

a. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the Owner) to act for the purchaser in relation to the transaction.

b. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

c. If the purchaser instructs the firm of solicitors acting for the Owner to act for the purchaser as well, and a conflict of interest arises between the Owner and the purchaser,
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors; and
   (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

a. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。

b. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

c. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突－
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所；及
   (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

AS

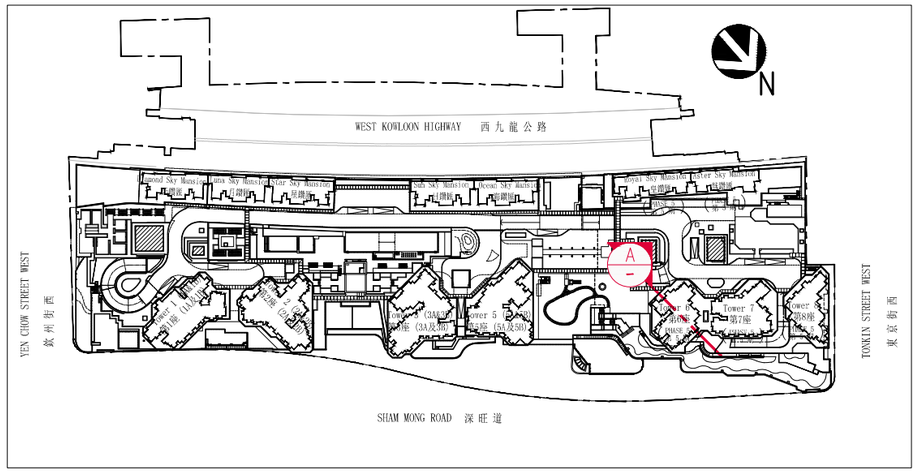
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 6
第6座



Cross - Section A
橫截面 A

KEY PLAN
指示圖



CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

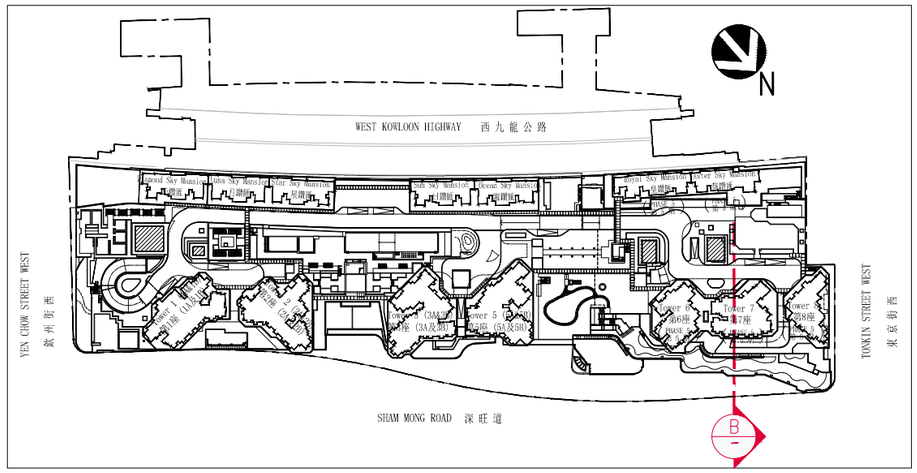
Tower 7
第7座



Cross - Section B

橫截面 B

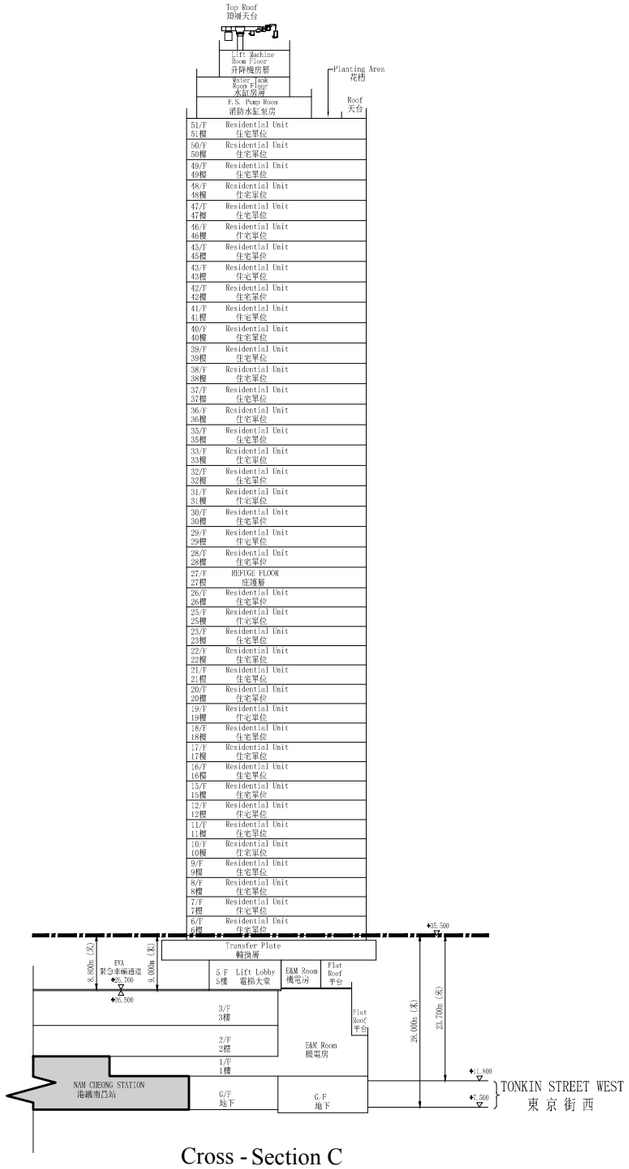
KEY PLAN
指示圖



1. ⸺·⸺·⸺ Dotted line denotes the level of the lowest residential floor.
   虛線代表最低住宅樓層水平。
2. The part of Sham Mong Road adjacent to the building is 5.500 metres to 7.500 metres above the Hong Kong Principal Datum.
   毗連建築物的一段深旺道為香港主水平基準以上5.500米至7.500米。
3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 26.500 metres to 26.700 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上26.500米至26.700米。
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度(米)。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

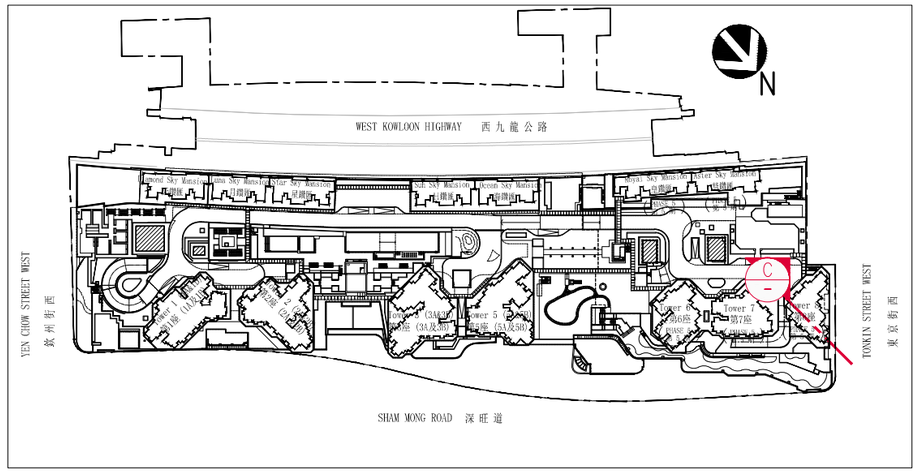
Tower 8
第8座



Cross - Section C

橫截面 C

KEY PLAN
指示圖



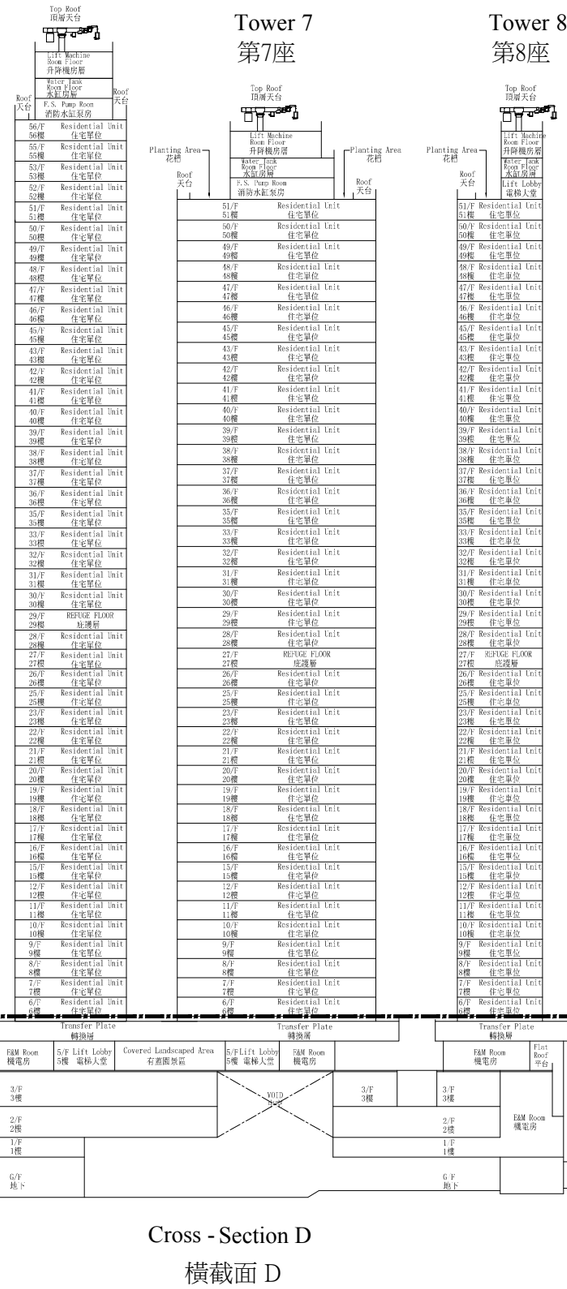
1. ⸺·⸺·⸺ Dotted line denotes the level of the lowest residential floor.
   虛線代表最低住宅樓層水平。
2. The part of Tonkin Street West adjacent to the building is 7.500 metres to 11.800 metres above the Hong Kong Principal Datum.
   毗連建築物的一段東京街西為香港主水平基準以上7.500米至11.800米。
3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 26.500 metres to 26.700 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上26.500米至26.700米。
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度(米)。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 6
第6座

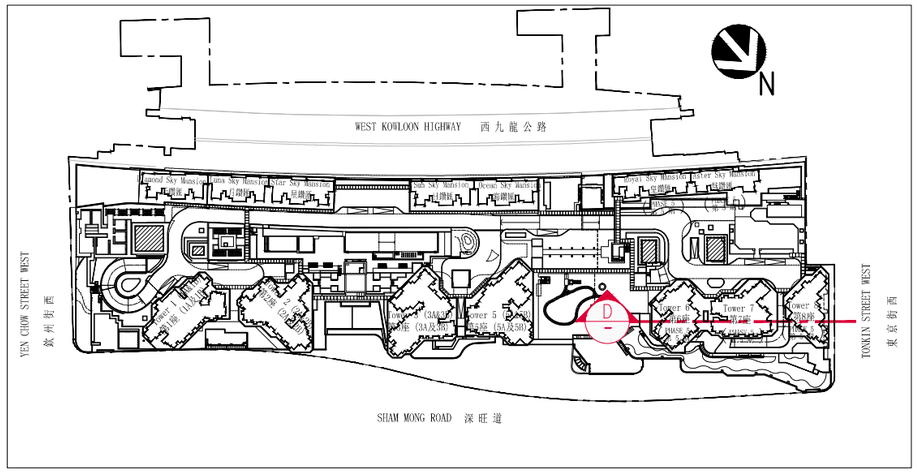
Tower 7
第7座

Tower 8
第8座



Cross - Section D
橫截面 D

KEY PLAN
指示圖



1. ┅┅ Dotted line denotes the level of the lowest residential floor.
虛線代表最低住宅樓層水平。

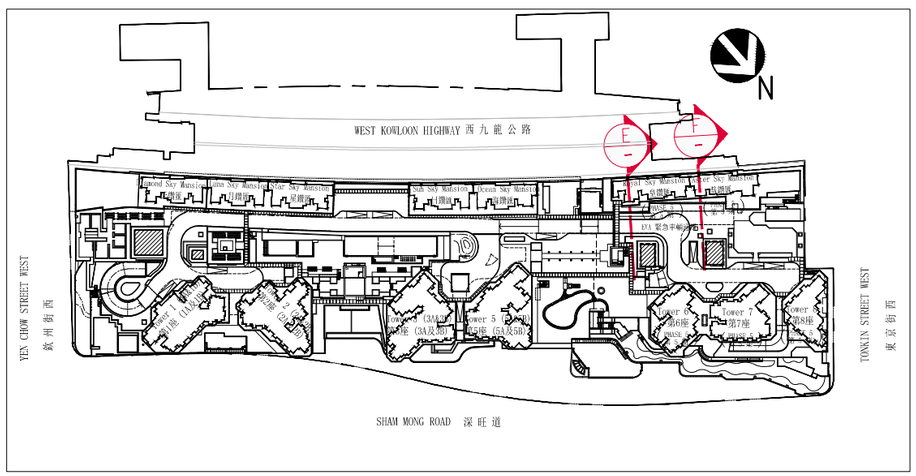
2. The part of Tonkin Street West adjacent to the building is 7.500 metres to 11.800 metres above the Hong Kong Principal Datum.
毗連建築物的一段東京街西為香港主水平基準以上7.500米至11.800米。

3. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
▽ 或 △ 代表香港主水平基準以上的高度(米)。

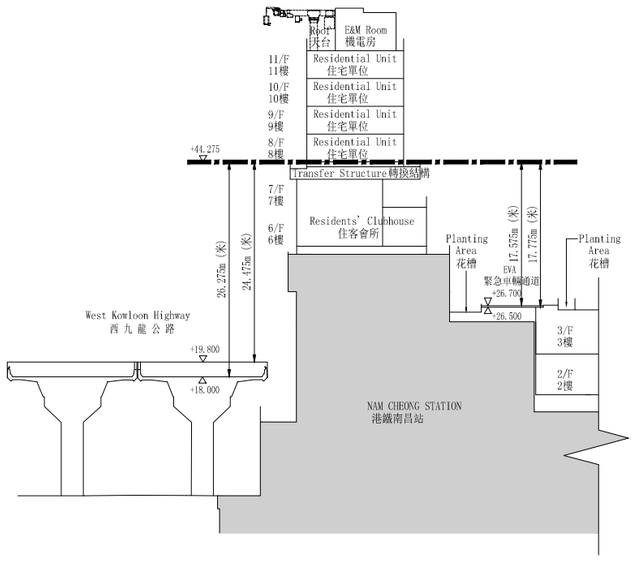
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

1. ——·—— Dotted line denotes the level of the lowest residential floor.
   虛線代表最低住宅樓層水平。
2. The part of West Kowloon Highway adjacent to the building is 18.000 metres to 19.800 metres above the Hong Kong Principal Datum.
   毗連建築物的一段西九龍公路為香港主水平基準以上 18.000米至19.800米。
3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 26.500 metres to 26.700 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上 26.500米至26.700米。
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度(米)。

KEY PLAN
指示圖

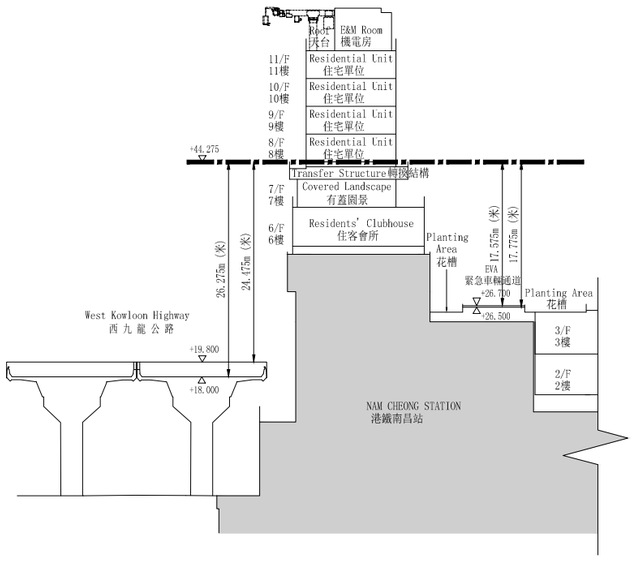


Royal Sky Mansion
皇鑽匯



Cross-Section E
橫截面 E

Aster Sky Mansion
彗鑽匯

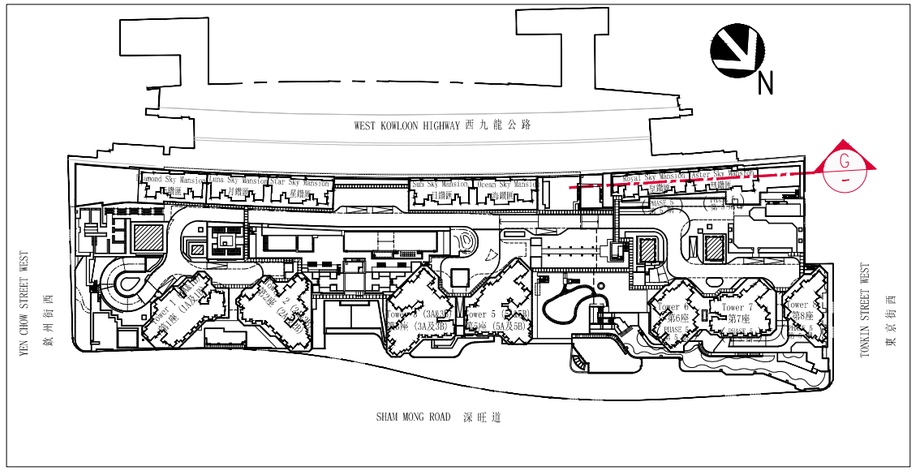


Cross-Section F
橫截面 F

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

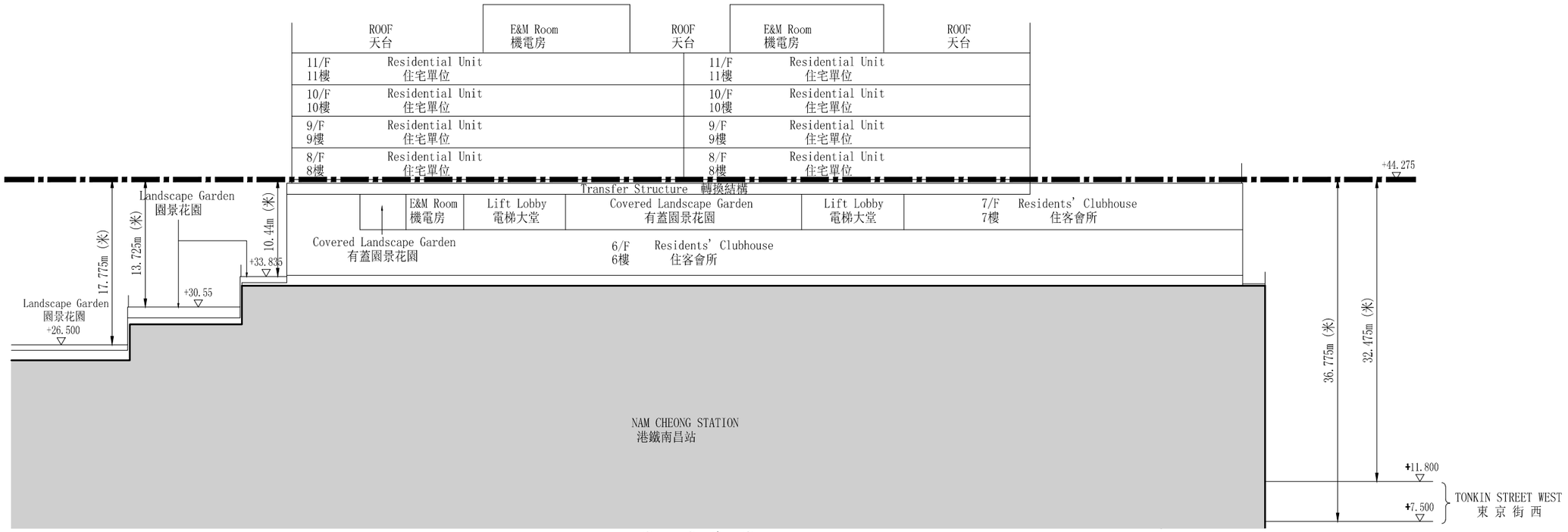
1. ━ · ━ Dotted line denotes the level of the lowest residential floor.
   虛線代表最低住宅樓層水平。
2. The part of Tonkin Street West adjacent to the building is 7.500 metres to 11.800 metres above the Hong Kong Principal Datum.
   毗連建築物的一段東京街西為香港主水平基準以上7.500米至11.800米。
3. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度(米)。

KEY PLAN
指示圖



Royal Sky Mansion
皇鑽滙

Aster Sky Mansion
彗鑽滙



Cross-Section G
橫截面 G

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 6
第6座



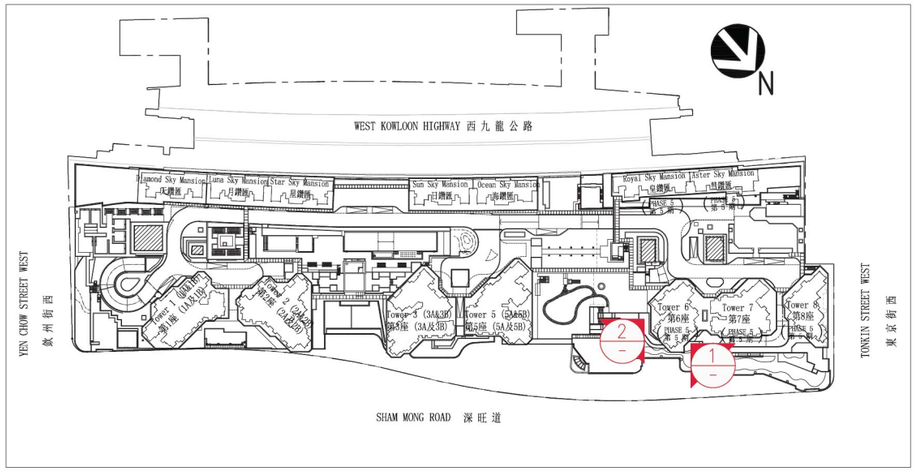
Elevation 1
立面 1

Tower 6
第6座



Elevation 2
立面 2

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the submitted building plans for the Phase as of 17 June 2019; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 6
第6座



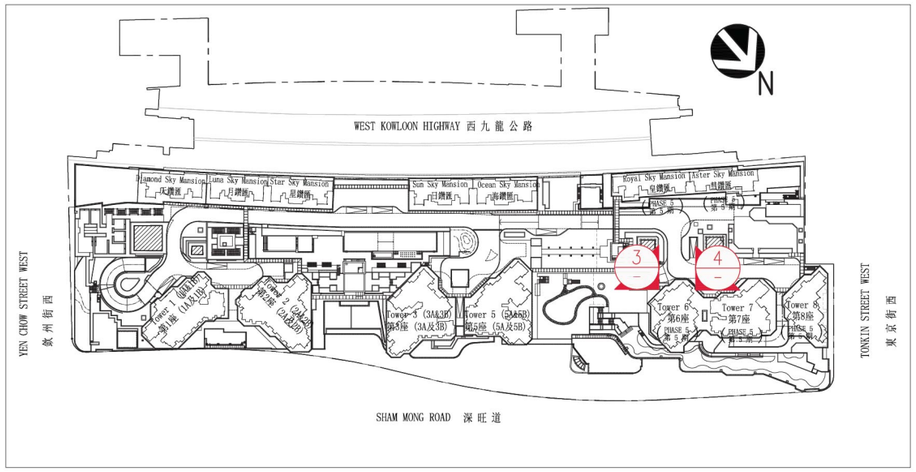
Elevation 3
立面 3

Tower 6
第6座



Elevation 4
立面 4

KEY PLAN
指示圖

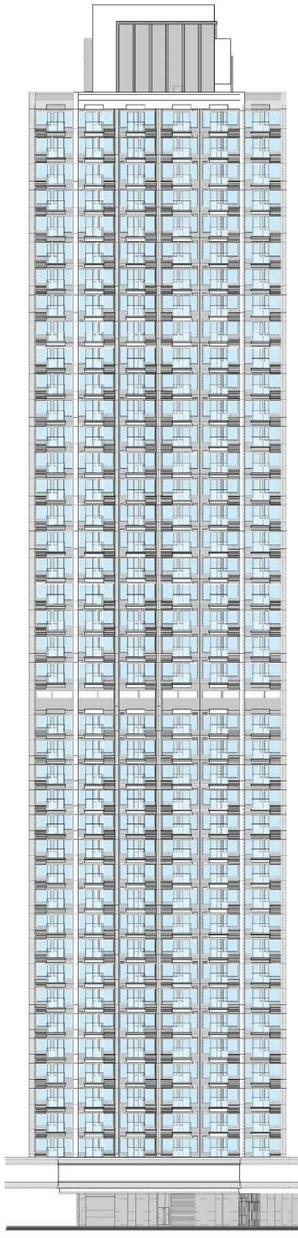


Authorized Person for the Phase certified that the elevations shown on this plan:
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(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 7
第7座



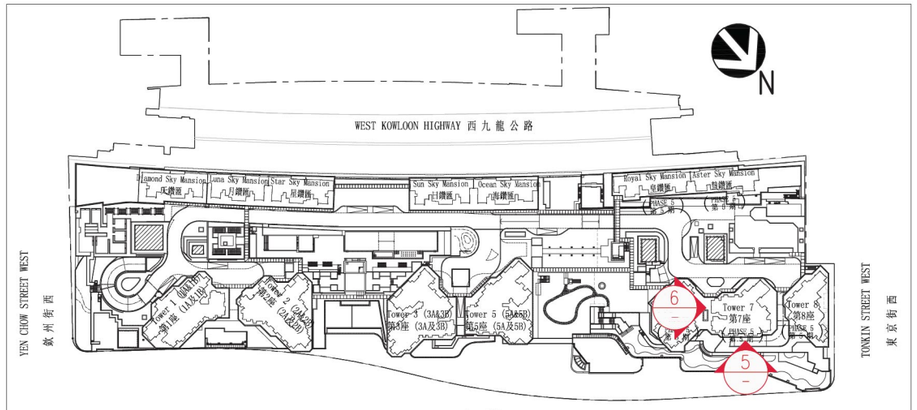
Elevation 5
立面 5

Tower 7
第7座



Elevation 6
立面 6

KEY PLAN
指示圖

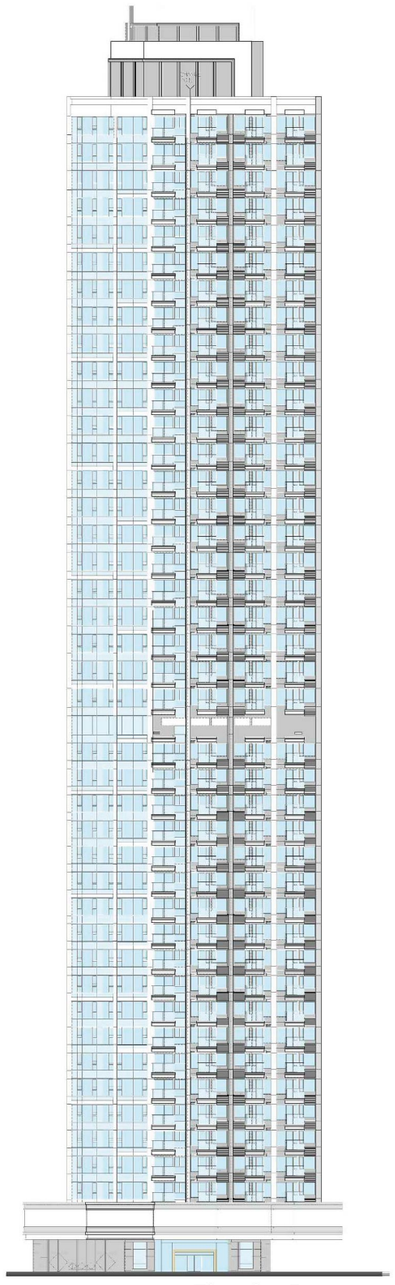


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(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 7
第7座



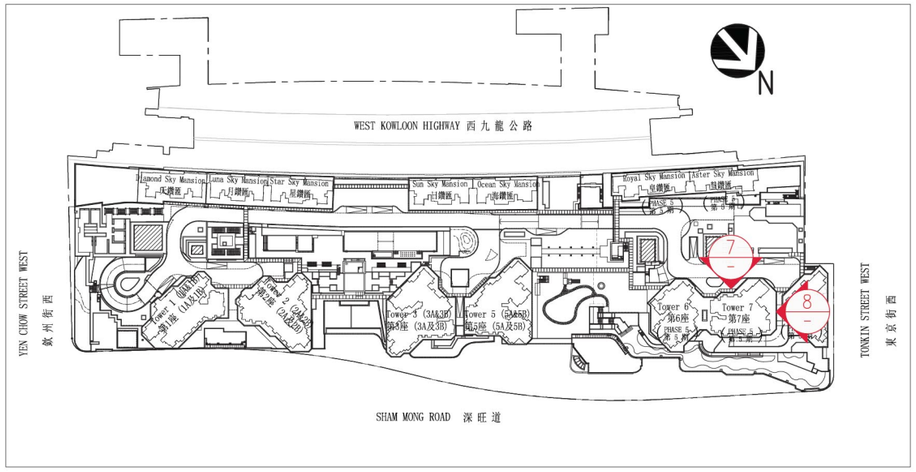
Elevation 7
立面 7

Tower 7
第7座



Elevation 8
立面 8

KEY PLAN
指示圖

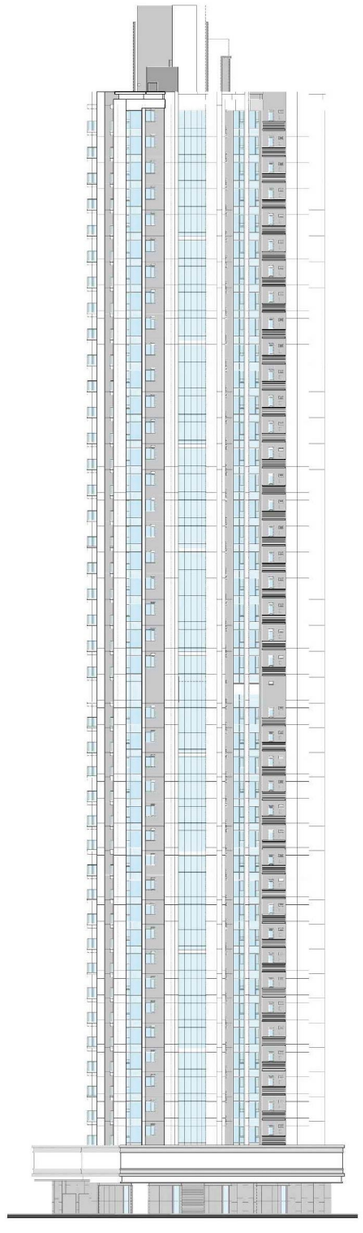


Authorized Person for the Phase certified that the elevations shown on this plan:
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期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 8
第8座



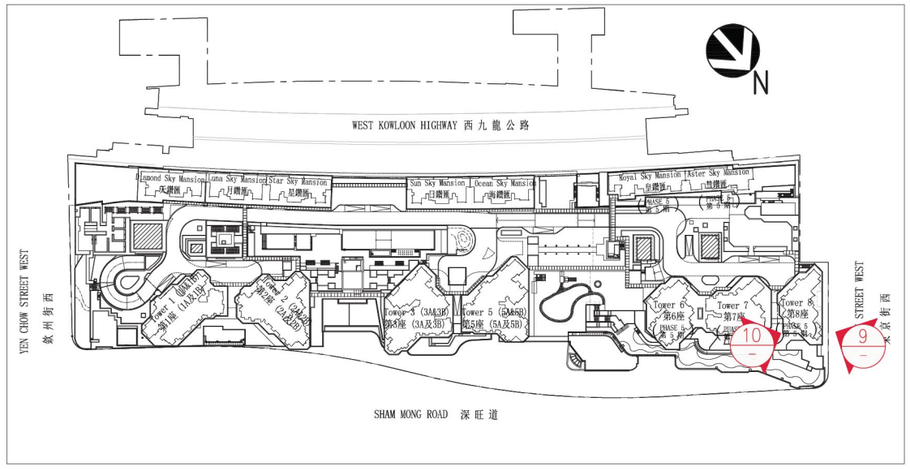
Elevation 9
立面 9

Tower 8
第8座



Elevation 10
立面 10

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the submitted building plans for the Phase as of 17 June 2019; and
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期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

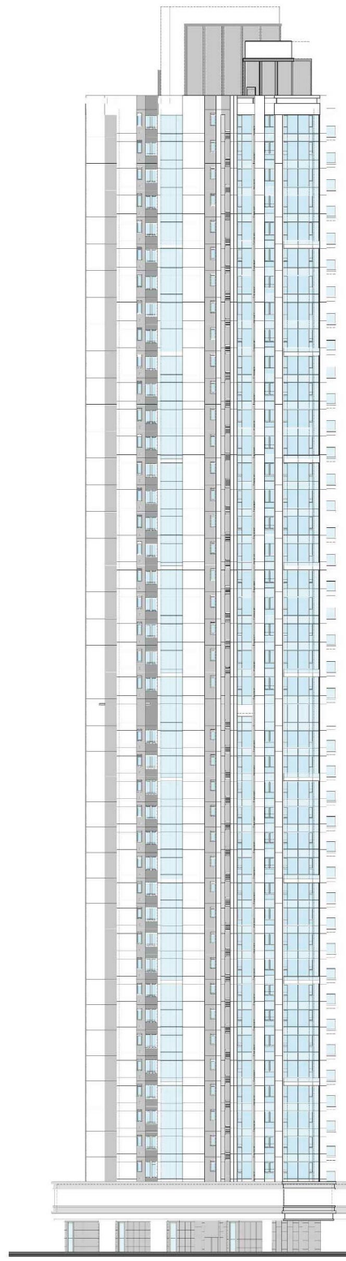
ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 8
第8座



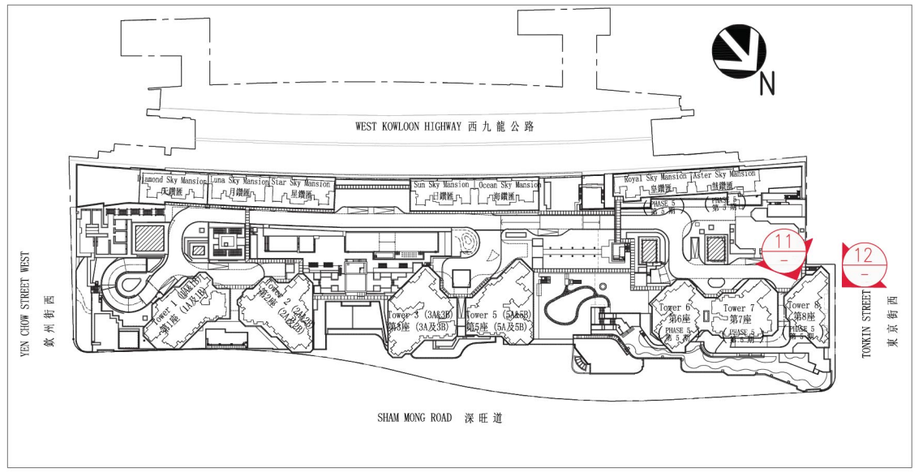
Elevation 11
立面 11

Tower 8
第8座



Elevation 12
立面 12

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the submitted building plans for the Phase as of 17 June 2019; and
(b) are in general accordance with the outward appearance of the Phase.

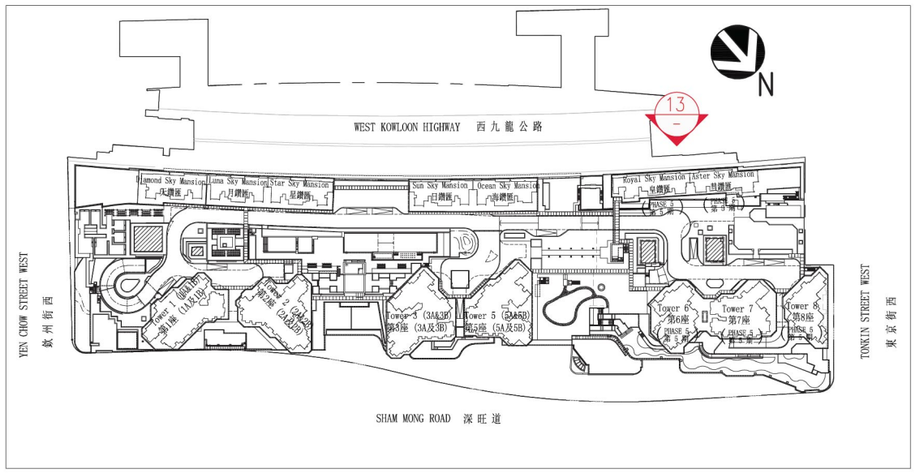
期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 17 June 2019; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

KEY PLAN
指示圖



Aster Sky Mansion
彗鑽匯

Royal Sky Mansion
皇鑽匯



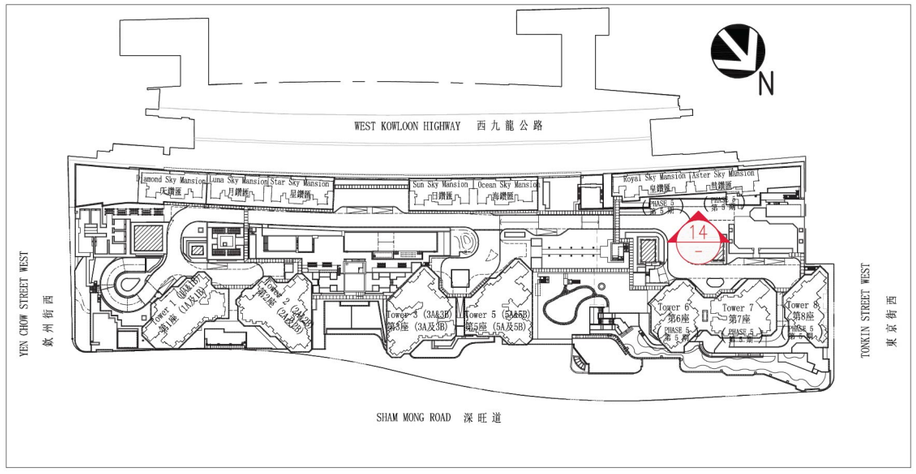
Elevation 13

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 17 June 2019; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

KEY PLAN
指示圖



Royal Sky Mansion
皇鑽匯

Aster Sky Mansion
彗鑽匯



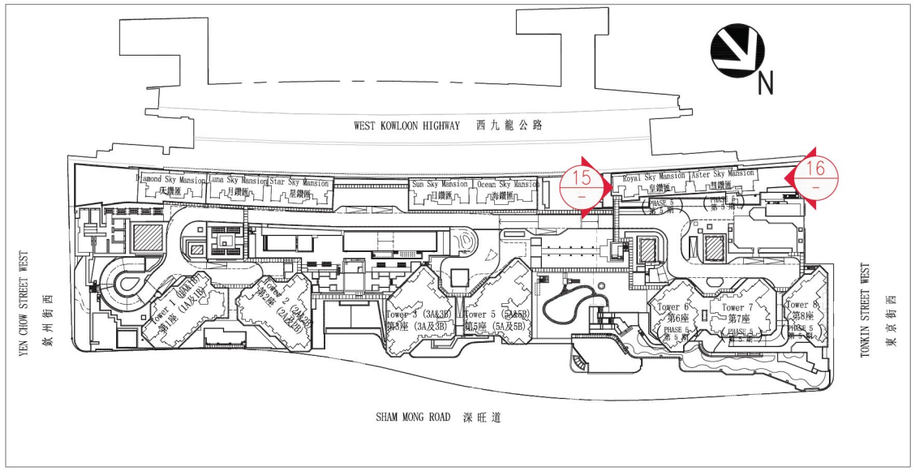
Elevation 14
立面 14

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

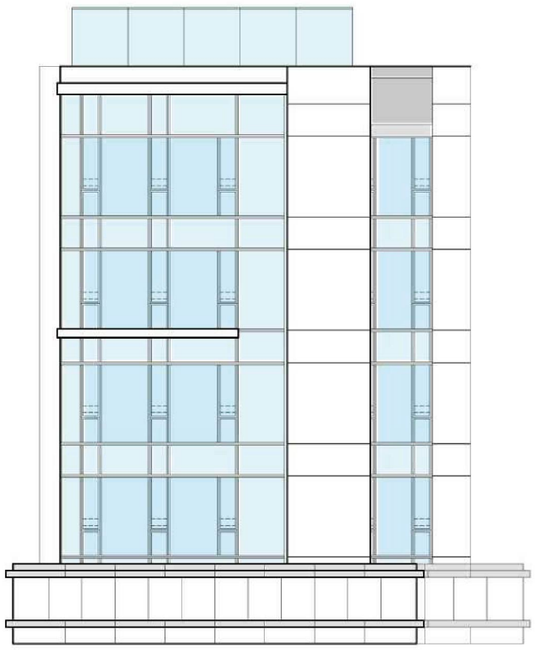
Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 17 June 2019; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2019年6月17日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

KEY PLAN
指示圖

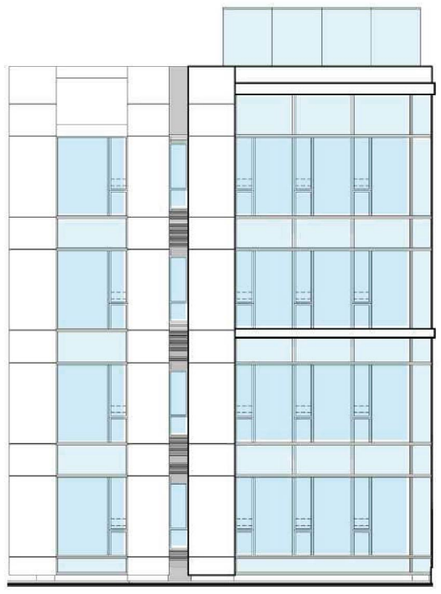


Royal Sky Mansion
皇鑽匯



Elevation 15

Aster Sky Mansion
彗鑽匯



Elevation 16

INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

Description 描述		Covered 有蓋	Uncovered 露天	Total Area 總面積
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所 (包括任何供住客使用的康樂設施)	sq. ft. 平方呎	23443	-	23443
	sq. m. 平方米	2177.872	-	2177.872
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	sq. ft. 平方呎	483	10241	10724
	sq. m. 平方米	44.880	951.380	996.260
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	sq. ft. 平方呎	16275	45208	61483
	sq. m. 平方米	1511.966	4199.971	5711.937

Note: Areas in square meters as specified above are based on the latest approved building plans. Areas in square feet are converted at a rate of 1 square meter to 10.764 square feet and rounded off to the nearest integer.
備註: 上述所列以平方米顯示之面積乃依據最近的經批准的建築圖則。 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. A copy of the outline zoning plan relating to the development is available at www.ozp.tpb.gov.hk.

2. A copy of the deed of mutual covenant in respect of the residential property that has been executed and every deed of mutual covenant in respect of the residential property is available for inspection at the place at which the residential property is offered to be sold.

3. The inspection is free of charge.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為www.ozp.tpb.gov.hk。

2. 關於住宅物業已簽立的公契及每一公契的文本存放在住宅物業的售樓處，以供閱覽。

3. 無須為閱覽付費。

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

1. EXTERIOR FINISHES

Item	Description				
(a) External wall	Type of finishes	Curtain wall, window, metal louvre, aluminum cladding, glass cladding and external wall ceramic tiles			
(b) Window	Material of frame	Aluminum window frame			
	Material of glass	Insulated-Glass-Unit (IGU) glass panels with low-E coating, single glazing with acid-etched finish and single glazing (if applicable)			
(c) Bay window	Material of bay window	Tower 6, Tower 7, Tower 8 : Not applicable Royal Sky Mansion and Aster Sky Mansion: reinforced concrete			
	Material of window sill finishes	Tower 6, Tower 7, Tower 8 : Not applicable Royal Sky Mansion and Aster Sky Mansion: reconstituted stone			
(d) Planter	Type of finishes	Not applicable			
(e) Verandah or Balcony	Type of finishes	Balcony			
		Floor	Curb	Wall	Ceiling
		Homogeneous tiles	Homogeneous tiles, natural stone and aluminum claddings	Aluminum framed laminated tempered glass balustrade, ceramic tiles and aluminum claddings	Aluminum ceiling; Acoustic aluminum ceiling at acoustic balcony
		Verandah : Not applicable			
	Whether it is covered	Balcony : All balconies are covered Verandah : Not applicable			
(f) Drying facilities for clothing	Type and material	Not applicable			

2. INTERIOR FINISHES

Item	Description			
(a) Lobby	Type of wall, floor and ceiling finishes			
		Wall	Floor	Ceiling
	Lift lobby of residential entrance at 5/F Tower 6, Tower 7 and Tower 8	Natural stone, laminated glass, vinyl wall covering, mirror and metal	Natural stone	Gypsum board with emulsion paint, plastic laminate and metal
	Lift lobby of residential entrance at 7/F (Royal Sky Mansion and Aster Sky Mansion)	Natural stone, laminated glass, mirror, wood veneer and metal	Natural stone	Gypsum board with emulsion paint and metal
	Lift lobby of typical floor Tower 6, Tower 7 and Tower 8	Natural stone, porcelain tiles, laminated glass, mirror, metal, plastic laminate, wood veneer and wooden venetian blinds	Natural stone	Gypsum board with emulsion paint, plastic laminate and metal
	Foyer (Royal Sky Mansion and Aster Sky Mansion)	Natural stone, laminated glass, mirror, wood veneer and metal	Natural stone	Gypsum board with emulsion paint
	Fireman's lift lobby on typical floor and 5/F (Tower 6, Tower 7, Tower 8) Fireman's lift lobby on typical floor and 7/F (Royal Sky Mansion and Aster Sky Mansion)	Ceramic tiles	Non-slip homogenous tiles	Emulsion paint
	Service Lift Lobby on 5/F	Ceramic tiles	Non-slip homogenous tiles	Emulsion paint
	Lift Lobby on 5/F	Natural stone, laminated glass, mirror, plastic laminate and metal	Natural stone	Gypsum board with emulsion paint
	Fireman's Lift Lobby on 5/F, 6/F and 7/F	Wall covering and tiles	Floor tiles	Emulsion paint

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

2. INTERIOR FINISHES

Item	Description		
(b) Internal wall and ceiling	Type of wall and ceiling finishes for living room, dining room and bedroom		
		Wall	Ceiling
	Living room and Dining room	Emulsion paint where exposed Emulsion paint where exposed and wood veneer: Flats D, E and J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats D, E and L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats C and H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Emulsion paint where exposed, wood veneer and metal: Flat H on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats B, C, F, G, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Emulsion paint where exposed, wood veneer, mirror and metal: Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 Emulsion paint where exposed, wood veneer, plastic laminate, mirror and metal: Flats C, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint
	Bedroom	Emulsion paint where exposed Emulsion paint where exposed, wood veneer and reconstituted stone: Flats B, C, F, G, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Emulsion paint where exposed and wood veneer: Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint

Item	Description		
(b) Internal wall and ceiling	Type of wall and ceiling finishes for living room, dining room and bedroom		
		Wall	Ceiling
	Bedroom	Emulsion paint where exposed, mirror and metal: M.B.R. in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 and Tower 8; M.B.R. in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint
	Wall finishes run up to false ceiling and gypsum board bulkhead		
(c) Internal floor	Material of floor and skirting for living room, dining room and bedroom		
		Floor	Skirting
	Living room and Dining room	Porcelain tiles Engineered timber flooring, reconstituted stone and metal: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Timber skirting
	Bedroom	Porcelain tiles Engineered timber flooring: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion Engineered timber flooring, reconstituted stone and metal: B.R.3 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6 Engineered timber flooring and metal: Flats D, E and L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat C on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Timber skirting

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

2. INTERIOR FINISHES

Item	Description		
(d) Bathroom	(i) Type of wall, floor and ceiling finishes		
	Wall	Floor	Ceiling
	Porcelain tiles, reconstituted stone, mirror, metal and ceramic tiles Porcelain tiles, mirror and ceramic tiles: M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 and Tower 8 M. Bath in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion Porcelain tiles, mirror, metal, ceramic tiles and epoxy paint: M. Bath in Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Bath 1 in Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 1 in Flat H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Porcelain tiles, reconstituted stone, plastic laminate, laminated glass, metal and ceramic tiles: Bath 1 in Flats B, C, F, G, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 1 in Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Porcelain tiles, natural stone, reconstituted stone, clear tempered glass, wood veneer, mirror, metal, ceramic tiles and epoxy paint: Bath 1 in Flats C, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Bath 1 in Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Porcelain tiles, reconstituted stone, mirror, metal, ceramic tiles and epoxy paint: Bath 1 and Bath 2 in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Porcelain tiles, reconstituted stone floor and porcelain tiles for the top of plinth of basin cabinet Porcelain tiles floor and porcelain tiles for the top of plinth of basin cabinet: M. Bath in Flats D and L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 2 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 2 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Bath 2 in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Gypsum board with emulsion paint and aluminium ceiling
	(ii) Whether the wall finishes run up to the ceiling	Up to level of false ceiling	

Item	Description				
(e) Kitchen	(i) Type of wall, floor, ceiling and cooking bench finishes				
		Wall	Floor	Ceiling	Cooking Bench
	Kitchen	Mirror, laminated glass, metal, plastic laminate, porcelain tiles and ceramic tiles Laminated glass, metal, porcelain tile and ceramic tiles: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Mirror, laminated glass, metal, porcelain tiles and ceramic tiles: Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Porcelain tiles	Gypsum board with emulsion paint and aluminium ceiling	Solid surfacing material
	Open kitchen	Mirror, metal and ceramic tiles Laminated glass, mirror, plastic laminate, metal and ceramic tiles: Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7	Porcelain tiles Porcelain tiles and metal: Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7	Gypsum board with emulsion paint	Solid surfacing material Solid surfacing material and natural stone: Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats A and K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8
	(ii) Whether the wall finishes run up to the ceiling		Up to level of false ceiling		

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

3. INTERIOR FITTINGS

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Flat main entrance	Fire-rated solid core timber door	Timber veneer and metal	Eye viewer, door closer, lockset and door stop
	Flat main entrance (between foyer and fireman lift lobby)	Fire-rated solid core timber door	Timber veneer and plastic laminate	Eye viewer, door closer, lockset and door stop
	Balcony	Aluminum frame with Insulated-Glass-Unit (IGU) glass with low-E coating	Fluorocarbon coated aluminum frame with Insulated-Glass-Unit (IGU) glass with low-E coating	Lockset Lockset and door closer: Flats C, D, E, F, G, H and J of Tower 6; Flats B, C, D, E, F, G, H, J and K of Tower 7; Flats B, C, D, E, F, G and H of Tower 8
	Utility platform	Aluminum frame with glass	Fluorocarbon coated aluminum frame with Insulated-Glass-Unit (IGU) glass with low-E coating Fluorocarbon coated aluminum frame with single glazing of acid-etched finish: Flat D on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 Fluorocarbon coated aluminum frame with single clear glazing: Flat B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6	Lockset and door closer
	Master Bedroom	Solid core timber door	Timber veneer and metal	Lockset and door stop

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Bedroom 1	Solid core timber door	Timber veneer and metal	Lockset and door stop
		Laminated glass with metal frame door: Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats B, C, F, G, H, J and K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Laminated glass with metal frame	Not applicable Door stop: Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7
	Bedroom 2	Solid core timber door	Timber veneer and metal	Lockset and door stop
		Solid core timber sliding door: Flat C on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8		Lockset
	Bedroom 3	Solid core timber door	Timber veneer and metal	Lockset and door stop
	Master Bathroom	Solid core timber door Solid core timber door with timber louver: Flat L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7	Timber veneer, plastic laminate and metal	Lockset and door stop
		Laminated glass with metal frame door: Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 and Tower 8; Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Laminated glass with metal frame	Lockset

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

3. INTERIOR FITTINGS

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Bathroom 1	Solid core timber door Solid core timber door with timber louver: Flat B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat C on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Flat B on 8/F to 11/F of Royal Sky Mansion; Flats A and B on 8/F to 11/F of Aster Sky Mansion	Timber veneer, plastic laminate and metal	Lockset and door stop
		Solid core timber door, laminated glass with metal frame door and solid core timber door with timber louver: Flat A on 8/F to 11/F of Royal Sky Mansion	Timber veneer, plastic laminate, metal and laminated glass with metal frame	
		Laminated glass with metal frame door: Flats B, C, F, G, H, J and K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Laminated glass with metal frame	Lockset
		Glass with metal frame door: Flats C, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Glass with metal frame	
	Bathroom 2	Solid core timber door Solid core timber door with timber louver: Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	Timber veneer, plastic laminate and metal	Lockset and door stop

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Kitchen	Fire-rated solid core timber door with vision panel	Timber veneer, plastic laminate, metal and fire-rated clear glass	Door closer, lockset and door stop
	Utility	Fire-rated solid core timber door	Plastic laminate	Door closer, lockset and door stop
	W.C.	Aluminium frame with sandblasted tempered glass door	Aluminium frame with sandblasted tempered glass	Not Applicable

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3. INTERIOR FITTINGS

Item	Description		
(b) Bathroom	(i) Type and material of fittings and equipment		
	Fittings and equipment	Type	Material
	Cabinet	Basin countertop	Natural stone
		Basin cabinet	Wooden cabinet with plastic laminate, mirror and metal Wooden cabinet with plastic laminate, mirror, laminated glass and metal: M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 and Tower 8; M. Bath in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion
		Mirror cabinet	Wooden cabinet with plastic laminate, mirror, glass, laminated glass and metal Wooden cabinet with natural stone, plastic laminate, mirror, glass, laminated glass and metal: M. Bath in Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6 Wooden cabinet with plastic laminate, mirror, glass and metal: Bath 1 in Flats B, C, F, G, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 1 in Flats B, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 Mirror with metal frame: Bath 1 in Flat C, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Bath 1 in Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8
	Sanitary fittings	Wash basin mixer	Chrome plated
		Wash basin	Vitreous china
		Water closet	Vitreous china
		Towel bar	Mirror and metal
		Toilet paper holder	Chrome plated

Item	Description		
(b) Bathroom	(i) Type and material of fittings and equipment		
	Bathroom fittings	Manually operated roller blinds: M. Bath in Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Bath 1 in Flats C, D, E, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Bath 1 in Flats D, E and H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; M. Bath in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion
	(ii) Type and material of water supply system	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply	
	(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)		
	Bathing facilities	Type	Material
	Shower	Shower compartment	Clear tempered glass
		Shower set	Chrome plated
	Bathtub	Bathtub	Enameled cast iron
		Bathtub mixer and shower set	Chrome plated
	(iv) Size of bath tub (if applicable)		
	1500mm (L) x 700mm (W) x 430mm (H) M. Bath in Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; M. Bath in Flats D and L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 2 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Bath 2 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Bath 2 in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion		

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3. INTERIOR FITTINGS

Item	Description		
(b) Bathroom	(iv) Size of bath tub (if applicable)		
	1700mm (L) x 800mm (W) x 460mm (H): M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; M. Bath in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; M. Bath in Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion		
(c) Kitchen	(i) Material of sink unit		Stainless steel
	(ii) Material of water supply system		Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply
	(iii) Material and finishes of kitchen cabinet	Material	Finishes
		Wooden cabinet fitted with wooden cabinet door panel	High gloss acrylic panel, timber veneer, mirror, glass and metal High gloss acrylic panel, high gloss lacquer panel, glass and metal: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 High gloss acrylic panel: Flat J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 High gloss acrylic panel and timber veneer: Flat H on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat C on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 High gloss acrylic panel, mirror and metal: Flats D and L on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 High gloss acrylic panel, high gloss lacquer panel, timber veneer, laminated glass, glass and metal: Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7 High gloss acrylic panel, high gloss lacquer panel, glass and metal: Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion

Item	Description		
(c) Kitchen	(iii) Material and finishes of kitchen cabinet	Material	Finishes
		Wooden cabinet fitted with wooden cabinet door panel	High gloss acrylic panel, mirror, timber veneer and metal: Flats C, F and G on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8 High gloss acrylic panel, mirror and metal: Flats D and E on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8
	(iv) Type of all other fittings and equipment	Sprinkler head(s) and smoke detector(s) installed in flats for open kitchens	
		Manually operated roller blinds: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8; Flats A and B on 8/F to 11/F of Royal Sky Mansion and Aster Sky Mansion	
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Type	Material
		Built-in wardrobe: Flats D, E, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 6; Flats B, C, F, G, H, J and K on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 7; Flats B, F, G and H on 6/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F of Tower 8	Mirror with metal frame and plastic laminate
		Manually operated curtain	Fabric

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3. INTERIOR FITTINGS

Item	Description	
(e) Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions"
(f) Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions"
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Faceplate for all switches and power socket is provided. Three phases electricity supply with miniature circuit breaker distribution board is provided
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed Other than those part of the conduits concealed within concrete, the rest of them are exposed. The exposed conduit may be covered by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials
	(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical and Electrical Provisions"
(h) Gas supply	Type	Towngas
	System	Towngas supply is provided for gas hob
	Location	Please refer to the "Appliances Schedule - Kitchen/Open Kitchen/Utility"
(i) Washing machine connection point	Location	Please refer to the "Schedule of Mechanical and Electrical Provisions"
	Design	Drain point and water point are provided for washer dryer
(j) Water supply	(i) Material of water pipes	Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed Other than those part of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials
	(iii) Whether hot water is available	Hot water is available

4. MISCELLANEOUS

Item	Description		
(a) Lifts	Tower 6, Tower 7 and Tower 8		
	(i)	Brand name	Schindler
		Model number	7000
	(ii)	Number of lifts	10
		Floor served by the lifts	2 number of lifts serve Tower 6: 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F , 45/F to 53/F and 55/F to 56/F; 1 number of lift serves Tower 6: 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 29/F*, 30/F to 33/F, 35/F to 43/F , 45/F to 53/F, 55/F to 56/F and Roof; 3 number of lifts serve Tower 7: 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F; 1 number of lift serves Tower 7: 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, 27/F*, 28/F to 33/F, 35/F to 43/F, 45/F to 51/F and Roof; 2 number of lifts serve Tower 8: 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, 28/F to 33/F, 35/F to 43/F and 45/F to 51/F; 1 number of lift serves Tower 8: 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, 27/F*, 28/F to 33/F, 35/F to 43/F, 45/F to 51/F and Roof *Lift door operates only upon activation of corresponding fireman's switch
	Royal Sky Mansion and Aster Sky Mansion		
	(i)	Brand name	Schindler
		Model number	5500MRL
	(ii)	Number of lifts	4
		Floor served by the lifts	1 number of lift serves Royal Sky Mansion: 6/F to 11/F 1 number of lift serves Royal Sky Mansion: 7/F to 11/F 1 number of lift serves Aster Sky Mansion: 6/F to 11/F 1 number of lift serves Aster Sky Mansion: 7/F to 11/F

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4. MISCELLANEOUS

Item	Description			
(a) Lifts	Podium Service Lift			
	(i) Brand name	Schindler		
	Model number	5500MRL		
	(ii) Number of lifts	3		
	Floor served by the lifts	1 number of lift serves: 5/F, 6/F and 7/F 1 number of lift serves: 3/F and 5/F 1 number of lift serves: G/F, 3/F and 5/F (G/F and 3/F completed in Phase 2A of the Development, 5/F will complete in the Phase)		
b) Letter box	Material	Stainless steel		
c) Refuse collection	(i) Means of refuse collection	Refuse will be collected by cleaner		
	(ii) Location of refuse room	Refuse storage and material recovery room is provided at each residential floor of: Tower 6 (except 5/F, 29/F and Roof); Tower 7 and 8 (except 5/F, 27/F and Roof); and Royal Sky Mansion and Aster Sky Mansion (except Roof) Refuse storage and material recovery chamber is provided at G/F		
(d) Water meter, electricity meter and gas meter	(i) Location	Water meter	Electricity meter	Gas meter
	Tower 6	Inside common Water Meter Cabinet at the respective residential floor	Inside Electric Meter Room at respective residential floor	Inside Kitchen (Open Kitchen excluded)
	Tower 7	Inside common Water Meter Room at the respective residential floor	Inside Electric Meter Room at respective residential floor	Inside Kitchen (Open Kitchen excluded)
	Tower 8	Inside common Water Meter Cabinet at the respective residential floor	Inside Electric Meter Room at respective residential floor	Inside Water Closet
	Royal Sky Mansion and Aster Sky Mansion	Inside common Water Meter at roof floor	Inside Electric Meter Room at respective residential floor	Inside Kitchen (Open Kitchen excluded)
	(ii) Whether they are separate or communal meters for residential properties	Separate	Separate	Separate

5. SECURITY FACILITIES

Item	Description		
Security facilities	Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Each residential flat of Tower 6, Tower 7 and Tower 8 is equipped with a video door phone system and connected to caretaker counter at 5/F respective entrance lobby. (Please refer to the "Schedule of Mechanical and Electrical Provisions" for location of video door phone in residential flat) Each residential flat of Royal Sky Mansion and Aster Sky Mansion is equipped with a video door phone system and connected to the common Security Booth for Caretaker at 7/F of Royal Sky Mansion entrance lobby. (Please refer to the "Schedule of Mechanical and Electrical Provisions" for location of video door phone in residential flat) Access card readers (Octopus card) are installed at each lift lobby of residential entrance at 5/F of Tower 6, Tower 7 and Tower 8. Access card readers (Octopus card) are installed at each lift lobby of residential entrance at 7/F of Royal Sky Mansion and Aster Sky Mansion. For lifts at Royal Sky Mansion and Aster Sky Mansion, access card reader (Octopus card) system is provided Car park control system is provided for car park and car park barrier is provided at 5/F vehicle entrance
		CCTV	CCTV cameras are provided at lobbies, lifts and common area which are connected to the caretaker counters at 5/F respectively for Tower 6, Tower 7 and Tower 8, and the common Security Booth for Caretaker for Royal Sky Mansion and Aster Sky Mansion at 7/F of Royal Sky Mansion

6. APPLIANCES

Item	Description
Appliances	Brand name and model number, please refer to "Appliances Schedule"

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

1. 外部裝修物料

細項	描述				
(a) 外牆	裝修物料的類型	幕牆、窗、金屬百葉窗、鋁板、玻璃裝飾板及外牆瓷磚			
(b) 窗	框的用料	鋁質窗框			
	玻璃的用料	雙層中空玻璃片配低輻射鍍膜、單片酸蝕玻璃及單片清玻璃 (如適用)			
(c) 窗台	窗台用料	第6座、第7座及第8座 : 不適用 皇鑽匯及彗鑽匯 : 鋼筋混凝土			
	窗台板的裝修物料	第6座、第7座及第8座 : 不適用 皇鑽匯及彗鑽匯 :人造石			
(d) 花槽	裝修物料的類型	不適用			
(e) 陽台或露台	裝修物料的類型	露台			
		地板	路緣	牆壁	天花板
		過底磚	過底磚、 天然石及 鋁板	鋁框夾層強化玻璃欄杆、瓷磚及鋁板	鋁板天花； 隔音露台裝配隔音鋁板天花
		陽台 : 不適用			
	是否有蓋	露台 : 所有露台均有蓋 陽台 : 不適用			
(f) 乾衣設施	類型及用料	不適用			

2. 室內裝修物料

細項	描述			
(a) 大堂	牆壁、地板、 天花板的裝修物料的類型			
		牆壁	地板	天花板
	5樓住宅大樓入口升降機大堂 第6座、第7座及第8座	天然石、夾層玻璃飾面、膠質牆紙、鏡飾面及金屬	天然石	乳膠漆面石膏板、膠板及金屬
	7樓住宅大樓入口升降機大堂 (皇鑽匯及彗鑽匯)	天然石、夾層玻璃飾面、鏡飾面、木紋木皮飾面及金屬	天然石	乳膠漆面石膏板及金屬
	住宅層升降機大堂 第6座、第7座及第8座	天然石、高溫瓷磚、夾層玻璃飾面、鏡飾面、金屬、膠板、木紋木皮飾面及木百頁簾	天然石	乳膠漆面石膏板、膠板及金屬
	玄關 (皇鑽匯及彗鑽匯)	天然石、夾層玻璃飾面、鏡飾面、木紋木皮飾面及金屬	天然石	乳膠漆面石膏板
	住宅層及5樓消防員升降機大堂(第6座、第7座、第8座) 住宅層及7樓消防員升降機大堂(皇鑽匯及彗鑽匯)	瓷磚	防滑過底磚	乳膠漆
	5樓服務升降機大堂	瓷磚	防滑過底磚	乳膠漆
	5樓升降機大堂	天然石、夾層玻璃飾面、鏡飾面、膠板及金屬	天然石	乳膠漆面石膏板
	5樓、6樓及7樓消防員升降機大堂	牆紙及牆身磚	地板磚	乳膠漆

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

2. 室內裝修物料

細項	描述		
(b) 內牆及天花板	客廳、飯廳及睡房的牆壁及天花板的裝修物料的類型		
		內牆	天花板
	客廳及飯廳	外露牆身乳膠漆 外露牆身乳膠漆及木紋木皮飾面: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D、E 及 J 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D、E 及 L 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 C 及 H 單位 外露牆身乳膠漆、木紋木皮飾面及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 H 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H 及 J 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位 外露牆身乳膠漆、木紋木皮飾面、鏡飾面及金屬: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 K 單位 外露牆身乳膠漆、木紋木皮飾面、膠板、鏡飾面及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 C、F 及 G 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 E 單位	外露乳膠漆及石膏板假陣乳膠漆
	睡房	外露牆身乳膠漆 外露牆身乳膠漆、木紋木皮飾面及人造石: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H 及 J 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位 外露牆身乳膠漆及木紋木皮飾面: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D 及 E 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 K 單位	外露乳膠漆及石膏板假陣乳膠漆

細項	描述		
(b) 內牆及天花板	客廳、飯廳及睡房的牆壁及天花板的裝修物料的類型		
		內牆	天花板
	睡房	外露牆身乳膠漆、鏡飾面及金屬: 第7座及第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之A單位的主人睡房; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位的主人睡房	外露天花乳膠漆及石膏板假陣乳膠漆
	內牆的裝修物料鋪至假天花板及石膏板假陣		
(c) 內部地板	客廳、飯廳及睡房的地板及牆腳線的用料		
		地板	牆腳線
	客廳及飯廳	高溫瓷磚 複合木地板、人造石及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位	木腳線
	睡房	高溫瓷磚 複合木地板: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位 複合木地板、人造石及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 單位的睡房3; 複合木地板及金屬: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D、E 及 L 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 C 單位	木腳線

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

2. 室內裝修物料

細項	描述		
(d) 浴室	(i) 牆壁、地板及天花板的裝修物料的類型		
	牆身	地板	天花板
	高溫瓷磚、人造石、鏡飾面、金屬及瓷磚 高溫瓷磚、鏡飾面及瓷磚: 第7座及第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的主人浴室; 皇鑽匯及彗鑽匯之8樓至11樓之 A 及 B 單位的主人浴室 高溫瓷磚、鏡飾面、金屬、瓷磚及環氧樹脂漆: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位的主人浴室; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 K 單位的浴室1; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 H 單位的浴室1 高溫瓷磚、人造石、膠板、夾層玻璃、金屬及瓷磚: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H 及 J 單位的浴室1; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位的浴室1 高溫瓷磚、天然石、人造石、強化清玻璃、木紋木皮飾面、鏡飾面、金屬、瓷磚及環氧樹脂漆: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 C、F 及 G 單位的浴室1; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 E 單位的浴室1 高溫瓷磚、人造石、鏡飾面、金屬、瓷磚及環氧樹脂漆: 皇鑽匯及彗鑽匯之8樓至11樓之 A 及 B 單位的浴室1及浴室2	高溫瓷磚、人造石地板及高溫瓷磚洗手盆櫃薹面 高溫瓷磚地板及高溫瓷磚洗手盆櫃薹面: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 L 單位的主人浴室; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的浴室2; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的浴室2; 皇鑽匯及彗鑽匯之8樓至11樓之A及 B單位的浴室2	乳膠漆面石膏板及鋁板天花
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花高度	

細項	描述			
(e) 廚房	(i) 牆壁、地板、天花板及灶台的裝修物料的類型			
	牆身	地板	天花板	灶台
	廚房	鏡飾面、夾層玻璃、金屬、膠板、高溫瓷磚及瓷磚 夾層玻璃、金屬、高溫瓷磚及瓷磚: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位 鏡飾面、夾層玻璃、金屬、高溫瓷磚及瓷磚: 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B 單位	高溫瓷磚	乳膠漆面石膏板及鋁板天花	實心面板材料
	開放式廚房	鏡飾面、金屬及瓷磚 夾層玻璃、鏡飾面、膠板、金屬及瓷磚: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位	高溫瓷磚 高溫瓷磚及金屬: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位	乳膠漆面石膏板	實心面板材料 實心面板材料及天然石: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D 及 E 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A及 K 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 H 單位
	(ii) 牆壁的裝修物料是否鋪至天花板		鋪至假天花高度	

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

3. 室內裝置

細項	描述			
(a) 門		用料	裝修物料	配件
	單位主入口	防火實心木門	木紋木皮飾面及金屬	防盜眼、門鼓、鎖及門頂
	單位主入口(連接玄關及消防員升降機大堂)	防火實心木門	木紋木皮飾面及膠板	防盜眼、門鼓、鎖及門頂
	露台	鋁框配以雙層中空清玻璃片配低輻射鍍膜	氟碳塗層鋁框配以雙層中空清玻璃片配低輻射鍍膜	鎖 鎖及門鼓: 第6座之C, D, E, F, G, H及J單位; 第7座之B, C, D, E, F, G, H, J 及K單位; 第8座之B, C, D, E, F, G及H單位
	工作平台	鋁框配以玻璃片	氟碳塗層鋁框配以雙層中空清玻璃片配低輻射鍍膜 氟碳塗層鋁框配以單片酸蝕玻璃： 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 單位 氟碳塗層鋁框配以單片清玻璃： 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 B 單位	鎖及門鼓
	主人睡房	實心木門	木紋木皮飾面及金屬	鎖及門頂

細項	描述			
(a) 門		用料	裝修物料	配件
	睡房1	實心木門	木紋木皮飾面及金屬	鎖及門頂
		金屬框夾層玻璃門: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D 及 E 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、 F、G、H、J 及 K 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位	金屬框夾層玻璃	不適用 門頂: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D 及 E 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 K單位
	睡房2	實心木門	木紋木皮飾面及金屬	鎖及門頂
		實心木趟門: 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 C 單位		鎖
	睡房3	實心木門	木紋木皮飾面及金屬	鎖及門頂
	主人浴室	實心木門 實心木門連木百葉: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 L 單位	木紋木皮飾面、膠板及金屬	鎖及門頂
		金屬框夾層玻璃門: 第7座及第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之A 單位; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位	金屬框夾層玻璃	鎖

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

3. 室內裝置

細項	描述			
(a) 門		用料	裝修物料	配件
	浴室1	實心木門 實心木門連木百葉: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 B 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 L 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 C 單位; 皇鑽匯之8樓至11樓之 B 單位; 彗鑽匯之8樓至11樓之A 及 B單位	木紋木皮飾面、膠板及金屬	鎖及門頂
		實心木門、金屬框夾層玻璃門及實心木門連木百葉: 皇鑽匯之8樓至11樓之 A 單位	木紋木皮飾面、膠板、金屬及金屬框夾層玻璃	
		金屬框夾層玻璃門: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H、J 及 K 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位 金屬框玻璃門: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之C、 F 及 G 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 E 單位	金屬框夾層玻璃 金屬框玻璃	鎖
	浴室2	實心木門 實心木門連木百葉: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位	木紋木皮飾面、膠板及金屬	鎖及門頂

細項	描述			
(a) 門		用料	裝修物料	配件
	廚房	防火實心木門配玻璃視窗	木紋木皮飾面、膠板、金屬及防火清玻璃	門鼓、鎖及門頂
	工作間	防火實心木門	膠板	門鼓、鎖及門頂
	洗手間	鋁框磨沙強化玻璃門	鋁框磨沙強化玻璃	不適用

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3. 室內裝置

細項	描述		
(b) 浴室	(i) 裝置及設備的類型及用料		
	裝置及設備	類型	用料
	櫃	洗手盆檯面	天然石
		洗手盆櫃	膠板、鏡飾面及金屬木製櫃 膠板、鏡飾面、夾層玻璃飾面及金屬木製櫃: 第7座及第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之A單位的主人浴室; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位的主人浴室
		鏡櫃	膠板、鏡飾面、玻璃、夾層玻璃飾面及金屬木製櫃 天然石、膠板、鏡飾面、玻璃、夾層玻璃飾面及金屬木製櫃: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位的主人浴室; 膠板、鏡飾面、玻璃及金屬木製櫃: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H 及 J 單位的浴室1; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F 及 G 單位的浴室1; 鏡飾面連金屬框: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 C、F 及 G 單位的浴室1; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 E 單位的浴室1
	潔具裝置	洗手盆水龍頭	鍍鉻
		洗手盆	搪瓷
		坐厠	搪瓷
		毛巾架	鏡飾面及金屬
		厠紙架	鍍鉻

細項	描述		
(b) 浴室	(i) 裝置及設備的類型及用料		
	浴室設備	手動捲簾: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位的主人浴室; 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 C 、D、E、F 及 G 單位的浴室1; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的主人浴室; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的主人浴室; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D、E 及 H 單位的浴室1 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位的主人浴室
	(ii) 供水系統的類型及用料	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉	
	(iii) 沐浴設施(包括花灑或浴缸、如適用的話)		
	沐浴設施	類型	用料
	淋浴	淋浴間	強化清玻璃
		花灑套裝	鍍鉻
	浴缸	浴缸	搪瓷鑄鐵
		浴缸龍頭及花灑套裝	鍍鉻
	(iv) 浴缸大小 (如適用的話)		
	1500毫米(長) x 700毫米(闊) x 430毫米(高) 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位的主人浴室; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 L 單位的主人浴室; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的浴室2; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的浴室2; 皇鑽匯及彗鑽匯之8樓至11樓之A 及 B單位的浴室2		

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

3. 室內裝置

細項	描述		
(b) 浴室	(iv) 浴缸大小 (如適用的話)		
	1700毫米(長) x 800毫米(闊) x 460毫米(高) : 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的主人浴室; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位的主人浴室; 皇鑽匯及彗鑽匯之8樓至11樓之 A 及 B 單位的主人浴室		
(c) 廚房	(i) 洗滌盆的用料		不銹鋼
	(ii) 供水系統的用料		冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉
	(iii) 廚櫃的用料及裝修物料	用料	裝修物料
		木製廚櫃及木櫃門板	高光亞克力板、木紋木皮飾面、鏡飾面、玻璃飾面及金屬 高光亞克力板、高光烤漆板、玻璃飾面及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位 高光亞克力板: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 J 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 E 單位; 高光亞克力板及木紋木皮飾面: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 H 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 C 單位 高光亞克力板、玻璃飾面及金屬: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 L 單位 高光亞克力板、高光烤漆板、木紋木皮飾面、夾層玻璃飾面、玻璃飾面及金屬: 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位

細項	描述		
(c) 廚房	(iii) 廚櫃的用料及裝修物料	用料	裝修物料
		木製廚櫃及木櫃門板	高光亞克力板、高光烤漆板、鏡飾面及金屬: 皇鑽匯及彗鑽匯之8樓至11樓之 A 及 B 單位 高光亞克力板、木紋木皮飾面、鏡飾面及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 C、F 及 G 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 D 及 E 單位 高光亞克力板、鏡飾面及金屬: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D 及 E 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 K 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 H 單位
	(iv) 所有其他裝置及設備的類型	消防花灑頭及煙霧偵測器安裝於設有開放式廚房的單位	
		手動捲簾: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 A 及 B 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 A 單位; 皇鑽匯及彗鑽匯之8樓至11樓之 A 及 B 單位	
(d) 睡房	裝置(包括嵌入式衣櫃) 的類型及用料	類型	用料
		嵌入式衣櫃: 第6座之6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓之 D、E、H 及 J 單位; 第7座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、C、F、G、H、J 及 K 單位; 第8座之6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓之 B、F、G 及 H 單位	鏡飾面連金屬框及膠板
		手動窗簾	布質

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

3. 室內裝置

細項		描述
(e) 電話	接駁點的位置及數目	請參考“機電裝置數量說明表”
(f) 天線	接駁點的位置及數目	請參考“機電裝置數量說明表”
(g) 電力裝置	(i) 供電附件 (包括安全裝置)	提供所有電制及插座之面板。提供三相電力並裝妥微型斷路器
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露 除部分隱藏於混凝土內之導管外,其他部分的導管均為外露 外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋
	(iii) 電插座及空調機接駁點的位置及數目	請參考“機電裝置數量說明表”
(h) 氣體供應	類型	煤氣
	系統	煤氣喉接駁煤氣煮食爐
	位置	請參考“設備說明表 - 廚房 / 開放式廚房 / 工作間”
(i) 洗衣機接駁點	位置	請參考“機電裝置數量說明表”
	設計	設有洗衣乾衣機來去水位
(j) 供水	(i) 水管的用料	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉
	(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露 除部分隱藏於混凝土內之水管外,其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋
	(iii) 有否熱水供應	有熱水供應

4. 雜項

細項	描述		
(a) 升降機	第6座、第7座及第8座		
	(i)	品牌名稱	迅達
		產品型號	7000
	(ii)	升降機的數目	10 部
		到達的樓層	2 部升降機到達第 6 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓; 1 部升降機到達第 6 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、29 樓*、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓、55 樓至 56 樓及天台; 3 部升降機到達第 7 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓; 1 部升降機到達第 7 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、27 樓*、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓及天台; 2 部升降機到達第 8 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓; 1 部升降機到達第 8 座樓層: 5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、27 樓*、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓及天台 *電梯門只有在激活相關消防員開關掣時才運行
	皇鑽匯及彗鑽匯		
	(i)	品牌名稱	迅達
		產品型號	5500MRL
	(ii)	升降機的數目	4 部
		到達的樓層	1 部升降機到達皇鑽匯樓層: 6 樓至 11 樓單位 1 部升降機到達皇鑽匯樓層: 7 樓至 11 樓單位 1 部升降機到達彗鑽匯樓層: 6 樓至 11 樓單位 1 部升降機到達彗鑽匯樓層: 7 樓至 11 樓單位

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

4. 雜項

細項	描述				
(a) 升降機	平台服務升降機				
	(i)	品牌名稱	迅達		
		產品型號	5500MRL		
	(ii)	升降機的數目	3 部		
		到達的樓層	1 部升降機到達： 5 樓、6 樓及 7 樓 1 部升降機到達： 3 樓及 5 樓 1 部升降機到達： 地下、3 樓及 5 樓 (地下及 3 樓樓層已於發展項目的第 2A 期完成，5 樓樓層會在本發展期數完成)		
(b) 信箱	用料		不銹鋼		
(c) 垃圾收集	(i) 垃圾收集的方法		由清潔工人收集垃圾		
	(ii) 垃圾房的位置		垃圾及物料回收室位於： 第6座每層住宅樓層 (5樓、29樓及天台除外); 第7座及第8座每層住宅樓層 (5樓、27樓及天台除外) ;及 皇鑽匯及彗鑽匯每層住宅樓層(天台除外) 垃圾及物料回收房設於地下樓層		
(d) 水錶、電錶及氣體錶	(i) 位置		水錶	電錶	氣體錶
	第6座		各自住宅樓層之公共水錶箱內	各自住宅樓層之公共電錶房內	廚房內 (不包括開放式廚房)
	第7座		各自住宅樓層之公共水錶房內	各自住宅樓層之公共電錶房內	廚房內 (不包括開放式廚房)
	第8座		各自住宅樓層之公共水錶箱內	各自住宅樓層之公共電錶房內	洗手間內
	皇鑽匯及彗鑽匯		天台層之公共水錶箱內	各自住宅樓層之公共電錶房內	廚房內 (不包括開放式廚房)
	(ii) 就住宅單位而言是獨立或公用的錶		獨立	獨立	獨立

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

5. 保安設施

細項	描述		
保安設施	保安系統及設備 (包括嵌入的式裝備的細節及其位置)	入口通道控制及保安系統	第6座、第7座及第8座每戶單位設有門口視像對講機並連接各大廈位於5樓入口大堂服務員櫃台。(有關住宅單位視像對講機位置，請參閱 “機電裝置數量說明表”) 皇鑽匯及彗鑽匯每戶單位設有門口視像對講機並連接位於皇鑽匯7樓之保安服務處。(有關住宅單位視像對講機位置，請參閱 “機電裝置數量說明表”) 第6座、第7座及第8座住宅大樓5樓之入口升降機大堂均設有智能卡系統(八達通卡) 皇鑽匯及彗鑽匯住宅大樓7樓之入口升降機大堂均設有智能卡系統(八達通卡)。皇鑽匯及彗鑽匯的升降機內均設有智能卡系統(八達通卡) 停車場設有停車場管理系統，並位於5樓車道入口提供車閘
		閉路電視	閉路電視設於入口大堂、升降機內及公用空間並連接至位於第6座、第7座及第8座5樓之大堂服務員櫃台, 以及為皇鑽匯及彗鑽匯連接位於皇鑽匯7樓之保安服務處

6. 設備

細項	描述
設備	品牌名稱及型號、請參考「設備說明表」

APPLIANCES SCHEDULE - KITCHEN / OPEN KITCHEN / UTILITY 設備說明表 - 廚房 / 開放式廚房 / 工作間

Appliances 設備	Brand Name 品牌	Model Number 型號	Tower 6 第6座									Tower 7 第7座											Tower 8 第8座								Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
			6/F - 12/F, 15/F - 23/F, 25/F - 28/F, 30/F - 33/F, 35/F - 43/F, 45/F - 53/F and 55/F - 56/F 6樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓									6/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F and 45/F - 51/F 6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓																	8/F - 11/F 8樓至11樓			
			A	B	C	D	E	F	G	H	J	A	B	C	D	E	F	G	H	J	K	L	A	B	C	D	E	F	G	H	A	B	A	B
Induction hob 電磁爐	Siemens 西門子	EX375FXB1E	√	√	√	√	√	√	√	√	√	√	√	√	-	√	√	√	√	√	√	-	√	√	√	√	√	√	√	√	√	√	√	√
		EX675LYC1E	-	-	-	-	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-
Cooker hoods 抽油煙機		LI67SA530B	-	-	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	√	√	√	√	√	√	√	-	-	-	-
		LC91BE542B	√	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	√	√	√
Gas hob 氣體煮食爐		ER326AB92X	√	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	√	√	√
		ER326BB90X	√	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	√	√	√
Microwave oven 微波爐		HN678G4S1B	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Washer dryer 洗衣乾衣機		WK14D321HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Washing machine 洗衣機		WM12E260HK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	√	√	√	√
Tumble dryer 乾衣機		WT46G400HK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	√	√	√	√
Fridge freezer 雪櫃連冰箱		KI86NAF31K	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
		KI34NP60HK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	√	√	√	√
Fridge 雪櫃		KU15RA65HK	√	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	√	√	√

Remarks:
1. The symbol "-" as shown in the above table denotes "Not Provided".
2. Flame cooking is only allowed in residential properties provided with gas cooking hob. Gas main / gas supply is not provided in residential properties not provided with gas cooking hob.

附註:
1. 上表符號 "-" 表示不提供。
2. 只可在有提供煤氣煮食爐的住宅物業內明火煮食。沒有提供煤氣煮食爐的住宅物業不會有煤氣管道 / 煤氣供應。

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Lighting Switch (Master Lights Off Switch) 燈掣(總熄燈掣)		1	1	-	1	1	-	-	1	1
	Lighting Switch 燈掣		6	6	3	2	2	3	3	3	3
	Lighting Point 燈位		6	5	3	3	3	3	3	4	3
	Telephone Outlet 電話插座		2	2	1	2	2	1	1	2	2
	TV/FM Outlet 電視機/電台天線插座		2	2	1	2	2	1	1	2	2
	13A Single Socket Outlet 13A 單位電插座		-	-	1	-	-	1	1	-	-
	13A Twin Socket Outlet 13A 雙位電插座		4	4	1	3	3	1	1	3	3
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有 USB 接口)		-	-	1	-	-	1	1	-	-
	Switch (Dehumidifier) 開關掣 (抽濕機)		1	1	-	-	-	-	-	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	-	-	-	-	-	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Switch (Exhaust Fan & Electric Water Heater & Dehumidifier) 開關掣(抽氣扇及電熱水器及抽濕機)		-	-	1	-	-	1	1	-	-
	Switch (Electric Water Heater) 開關掣 (電熱水器)		-	-	1	1	1	1	1	1	1
	Switch (Exhaust Fan) 開關掣 (抽氣扇)		1	1	-	-	-	-	-	-	-
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		2	2	1	1	1	1	1	1	1
	Door Bell 門鐘		1	1	1	1	1	1	1	1	1
	Video Door Phone 視像對講機		-	-	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	-	-	1	-	-	1	1	1	1
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	-	-	1	-	-	1	1	-	-
		Drain Point for Washer Dryer 去水位供洗衣乾衣機	-	-	1	-	-	1	1	-	-
		Water Point for Washer Dryer 來水位供洗衣乾衣機	-	-	1	-	-	1	1	-	-
		Distribution Board 配電箱	-	-	1	-	-	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	-	1	-	-	-	-	-	-	-
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	-	1	-	-	-	-	-	-	-
		Switch for Microwave Oven 開關掣供微波爐	-	-	-	1	1	-	-	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Master Bedroom 主人睡房	Lighting Switch 燈掣		2	2	/	/	/	/	/	/	/
	Lighting Point 燈位		2	1	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	1	/	/	/	/	/	/	/
	TV/FM Outlet 電視機/電台天線插座		1	1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	1	/	/	/	/	/	/	/
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有 USB 接口)		1	1	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Bedroom 1 睡房 1	Lighting Switch 燈掣		1	1	/	2	2	/	/	1	1
	Lighting Point 燈位		1	1	/	2	2	/	/	1	1
	Telephone Outlet 電話插座		1	1	/	1	1	/	/	1	1
	TV/FM Outlet 電視機/電台天線插座		1	1	/	1	1	/	/	1	1
	13A Single Socket Outlet 13A 單位電插座		-	-	/	1	1	/	/	-	-
	13A Twin Socket Outlet 13A 雙位電插座		2	2	/	1	1	/	/	1	1
	13A Twin Socket Outlet(with USB port) 13A 雙位電插座(附有 USB 接口)		-	-	/	1	1	/	/	1	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	/	1	1	/	/	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		-	-	/	1	1	/	/	-	-
	Switch (Dehumidifier) 開關掣 (抽濕機)		-	-	/	1	1	/	/	-	-
Bedroom 2 睡房 2	Lighting Switch 燈掣		1	1	/	/	/	/	/	/	/
	Lighting Point 燈位		1	2	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	1	/	/	/	/	/	/	/
	TV/FM Outlet 電視機/電台天線插座		1	1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	2	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Bedroom 3 睡房 3	Lighting Switch 燈掣		2	/	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	/	/	/	/	/
	TV/FM Outlet 電視機/電台天線插座		1	/	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/	/
Utility 工作間	Lighting Switch 燈掣		1	1	/	/	/	/	/	/	/
	Lighting Point 燈位		1	1	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	1	/	/	/	/	/	/	/
	Distribution Board 配電箱		1	1	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	-	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	-	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Kitchen 廚房	Lighting Switch 燈掣		-	1	/	/	/	/	/	/	/
	Lighting Point 燈位		4	2	/	/	/	/	/	/	/
	Video Door Phone 視像對講機		1	1	/	/	/	/	/	/	/
	Door Bell 門鐘		1	1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	2	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	-	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	2	2	/	/	/	/	/	/	/
		Switch for Induction Hob 開關掣供電磁爐	1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	1	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Kitchen 廚房		Fused Spur Unit for Gas Hob 菲士座供氣體煮食爐	2	2	/	/	/	/	/	/	/
		Switch for Microwave Oven 開關掣供微波爐	1	1	/	/	/	/	/	/	/
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	1	1	/	/	/	/	/	/	/
		Drain Point for Washer Dryer 去水位供洗衣乾衣機	1	1	/	/	/	/	/	/	/
		Water Point for Washer Dryer 來水位供洗衣乾衣機	1	1	/	/	/	/	/	/	/
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	1	1	/	/	/	/	/	/	/
		13A Single Socket Outlet for Fridge 13A 單位電插座供雪櫃	1	-	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	1	/	/	/	/	/	/	/
		Switch 開關掣	1	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Open Kitchen 開放式廚房	13A Twin Socket Outlet 13A 雙位電插座		/	/	-	1	1	-	-	1	1
		Distribution Board 配電箱	/	/	-	1	1	-	-	-	-
		Fused Spur Unit for Lighting 菲士座供燈	/	/	1	1	1	1	1	1	1
		Switch for Induction Hob 開關掣供電磁爐	/	/	1	1	1	1	1	1	1
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	/	/	1	1	1	1	1	1	1
		Switch for Microwave Oven 開關掣供微波爐	/	/	1	-	-	1	1	-	-
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	/	/	-	1	1	-	-	1	1
		Drain point for Washer Dryer 去水位供洗衣乾衣機	/	/	-	1	1	-	-	1	1
		Water point for Washer Dryer 來水位供洗衣乾衣機	/	/	-	1	1	-	-	1	1
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	/	/	-	1	1	-	-	-	-
		Switch (Electric Water Heater) 開關掣 (電熱水器)	/	/	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Master Bathroom 主人浴室	Lighting Point 燈位		5	5	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	1	/	/	/	/	/	/	/
Bathroom 1 浴室 1	Lighting Point 燈位		3	3	3	3	3	3	3	3	3
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	-	1	1	1	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	-	1	1	1	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Dehumidifier 菲士座供抽濕機	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 6)
機電裝置數量說明表(第 6 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J
Water Closet 洗手間	Lighting Point 燈位		1	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	-	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	-	1	/	/	/	/	/	/	/
Balcony 露台	Lighting Point 燈位		1	1	1	1	1	1	1	1	1
Utility Platform 工作平台	Lighting Point 燈位		1	1	/	/	/	/	/	/	/
A/C platform 冷氣機平台	Switch for outdoor A/C unit 開關掣供冷氣室外機		4	4	1	1	1	1	1	1	1
Lift Lobby 升降機大堂	Door Bell Push Button 門鐘襟手掣		1	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

(3) 4 numbers of switches for outdoor A/C units on A/C plinth at roof for Tower 6 56/F flat A.
4 個開關掣供冷氣室外機位於天台的冷氣機基座供第 6 座 56 樓 A 單位。

3 numbers of switches for outdoor A/C units in A/C platform and 1 number of switch for outdoor A/C unit on A/C plinth at roof for Tower 6 56/F flat B.
3 個開關掣供冷氣室外機位於冷氣機平台及 1 個開關掣供冷氣室外機位於天台的冷氣機基座供第 6 座 56 樓 B 單位。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Living Room /Dining Room and Corridor 客廳/飯廳及走廊	Lighting Switch (Master Lights Off Switch) 燈掣(總熄燈掣)		1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣		7	2	2	3	3	2	2	2	2	2	3
	Lighting Point 燈位		6	3	3	5	4	3	3	3	3	3	4
	Video Door Phone 視像對講機		-	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座		2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座		2	2	2	2	2	2	2	2	2	2	2
	Door Bell 門鐘		1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座		4	4	4	3	3	4	4	4	4	4	3
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		2	1	1	1	1	1	1	1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	-	-	-	1	-	-	-	-	-	1
	Switch (Dehumidifier) 開關掣 (抽濕機)		1	-	-	-	1	-	-	-	-	-	1
	Switch (Exhaust Fan) 開關掣(抽氣扇)		1	-	-	-	-	-	-	-	-	-	-
	Switch (Electric Water Heater) 開關掣(電熱水器)		1	1	1	1	1	1	1	1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater & Dehumidifier) 開關掣(抽氣扇及電熱水器及抽濕機)		-	-	-	1	-	-	-	-	-	-	-

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Living Room /Dining Room and Corridor 客廳/飯廳及走廊		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	-	1	1	1	1	1	1	1	1	1	1
		Distribution Board 配電箱	-	-	-	1	1	-	-	-	-	-	1
		Fused Spur Unit for Lighting 菲士座供燈	1	-	-	-	-	-	-	-	-	-	-
		Switch for Microwave Oven 開關掣供微波爐	-	1	1	1	1	1	1	1	1	1	-
Master Bedroom 主人睡房	Lighting Switch 燈掣		2	/	/	2	/	/	/	/	/	/	2
	Lighting Point 燈位		1	/	/	1	/	/	/	/	/	/	1
	Telephone Outlet 電話插座		1	/	/	1	/	/	/	/	/	/	1
	TV/FM Outlet 電視/電台天線插座		1	/	/	1	/	/	/	/	/	/	1
	13A Single Socket Outlet 13A 單位電插座		2	/	/	-	/	/	/	/	/	/	-
	13A Twin Socket Outlet 13A 雙位電插座		-	/	/	1	/	/	/	/	/	/	1
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有 USB 接口)		1	/	/	1	/	/	/	/	/	/	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	/	/	1	/	/	/	/	/	/	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	1	/	/	/	/	/	/	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Bedroom 1 睡房 1	Lighting Switch 燈掣		1	2	2	1	1	2	2	2	2	2	1
	Lighting Point 燈位		1	2	2	1	1	2	2	2	2	2	1
	Telephone Outlet 電話插座		1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視/電台天線插座		1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13A 單位電插座		-	1	1	-	-	1	1	1	1	1	-
	13A Twin Socket Outlet 13A 雙位電插座		2	1	1	2	1	1	1	1	1	1	2
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座 (附有 USB 接口)		-	1	1	-	1	1	1	1	1	1	-
	Switch (Electric Water Heater & Exhaust Fan) 開關掣(電熱水器及抽氣扇)		-	-	-	-	-	-	-	-	-	1	-
	Switch (Exhaust Fan & Electric Water Heater & Dehumidifier) 開關掣(抽氣扇及電熱水器及抽濕機)		-	1	1	-	-	1	1	1	1	-	-
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	1	1	1	1	1	1	1	1
	Switch (Dehumidifier) 開關掣(抽濕機)		-	-	-	-	-	-	-	-	-	1	-
Study Room 書房	Lighting Switch 燈掣		1	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	/	/	/	/	/	/	/
	TV/FM Outlet 電視機/電台天線插座		1	/	/	/	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Bedroom 2 睡房 2	Lighting Switch 燈掣		1	/	/	/	1	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	1	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	1	/	/	/	/	/	/
	TV/FM Outlet 電視/電台天線插座		1	/	/	/	1	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	2	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	1	/	/	/	/	/	/
Bedroom 3 睡房 3	Lighting Switch 燈掣		2	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	/	/	/	/	/	/	/
	TV/FM Outlet 電視/電台天線插座		1	/	/	/	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	/	/	/	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/	/	/	/
Utility 工作間	Lighting Switch 燈掣		1	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	/	/	/	/	/	/	/	/	/	/
	Distribution Board 配電箱		1	/	/	/	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	/	/	/	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Kitchen 廚房	Lighting Point 燈位		5	/	/	/	/	/	/	/	/	/	/
	Video Door Phone 視像對講機		1	/	/	/	/	/	/	/	/	/	/
	Door Bell 門鐘		1	/	/	/	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	/	/	/	/	/	/	/	/	/	/
Kitchen 廚房		Switch for Microwave Oven 開關掣供微波爐	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Gas Hob 菲士座供氣體煮食爐	2	/	/	/	/	/	/	/	/	/	/
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	1	/	/	/	/	/	/	/	/	/	/
		Drain point for Washer Dryer 去水位供洗衣乾衣機	1	/	/	/	/	/	/	/	/	/	/
		Water point for Washer Dryer 來水位供洗衣乾衣機	1	/	/	/	/	/	/	/	/	/	/
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Open Kitchen 開放式廚房	Lighting Point 燈位		5	-	-	-	-	-	-	-	-	1	1
	13A Twin Socket Outlet 13A 雙位電插座		1	-	-	1	1	-	-	-	-	-	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	-	-	-	-	-	-	-	-	-	-
		13A Single Socket Outlet 13A 單位電插座	3	-	-	-	-	-	-	-	-	-	-
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1	1	1	1	1	1	1	1
		Switch for Induction Hob 開關掣供電磁爐	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表(第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Open Kitchen 開放式廚房		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	-	1	1	1	1	1	1	1	1	1	1
		Drain point for Washer Dryer 去水位供洗衣乾衣機	-	1	1	1	1	1	1	1	1	1	1
		Water point for Washer Dryer 來水位供洗衣乾衣機	-	1	1	1	1	1	1	1	1	1	1
		Switch (Electric Water Heater) 開關掣 (電熱水器)	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	1	-	-	-	-	-	-	-	-	-	-
		Switch for Microwave Oven 開關掣供微波爐	-	-	-	-	-	-	-	-	-	-	1
		Distribution Board 配電箱	-	1	1	-	-	1	1	1	1	1	-
		Switch 開關掣	1	-	-	-	-	-	-	-	-	-	-
Master Bathroom 主人浴室	Lighting Point 燈位		8	/	/	3	/	/	/	/	/	/	3
		13A Single Socket Outlet 13A 單位電插座	1	/	/	1	/	/	/	/	/	/	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	2	/	/	1	/	/	/	/	/	/	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	2	/	/	1	/	/	/	/	/	/	1
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	1	/	/	/	/	/	/	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表 (第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓										
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Bathroom 1 浴室 1	Lighting Point 燈位		3	3	3	3	3	3	3	3	3	3	3
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1	1	1	1	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Dehumidifier 菲士座供抽濕機	1	1	1	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2	Lighting Point 燈位		3	/	/	/	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	/	/	/	/	/	/	/	/
Water Closet 洗手間	Lighting Point 燈位		1	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 7)
機電裝置數量說明表 (第 7 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 7 第 7 座									
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓									
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H	J	K	L
Balcony 露台	Lighting Point 燈位		1	1	1	1	1	1	1	1	1	1	1
Utility Platform 工作平台	Lighting Point 燈位		/	/	/	1	1	/	/	/	/	/	/
A/C platform 冷氣機平台	Switch for outdoor A/C unit 開關掣供冷氣室外機		5	1	1	2	2	1	1	1	1	1	2
Lift Lobby 升降機大堂	Door Bell Push Button 門鐘襟手掣		1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

(3) 3 numbers of switches for outdoor A/C units in A/C platform and 2 numbers of switches for outdoor A/C units on A/C plinth at roof for Tower 7 51/F flat A.
3 個開關掣供冷氣室外機位於冷氣機平台及 2 個開關掣供冷氣室外機位於天台的冷氣機基座供第 7 座 51 樓 A 單位。

1 number of switch for outdoor A/C unit in A/C platform and 1 number of switch for outdoor A/C unit on A/C plinth at roof for Tower 7 51/F flat D.
1 個開關掣供冷氣室外機位於冷氣機平台及 1 個開關掣供冷氣室外機位於天台的冷氣機基座供第 7 座 51 樓 D 單位。

1 number of switch for outdoor A/C unit in A/C platform and 1 number of switch for outdoor A/C unit on A/C plinth at roof for Tower 7 51/F flat E.
1 個開關掣供冷氣室外機位於冷氣機平台及 1 個開關掣供冷氣室外機位於天台的冷氣機基座供第 7 座 51 樓 E 單位。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Living Room /Dining Room and Corridor 客廳/飯廳及走廊	Lighting Switch (Master Lights Off Switch) 燈掣(總熄燈掣)		1	1	1	-	-	1	1	1
	Lighting Switch 燈掣		6	2	3	3	3	2	2	3
	Lighting Point 燈位		5	3	3	3	3	3	3	4
	Video Door Phone 視像對講機		-	1	1	1	1	1	1	1
	Telephone Outlet 電話插座		2	2	2	1	1	2	2	2
	TV/FM Outlet 電視/電台天線插座		2	2	2	1	1	2	2	2
	Door Bell 門鐘		1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13A 單位電插座		-	-	-	1	1	-	-	-
	13A Twin Socket Outlet 13A 雙位電插座		4	4	5	1	1	4	4	4
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座 (附有 USB 接口)		-	-	-	1	1	-	-	-
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		2	1	1	1	1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	-	1	-	-	-	-	1
	Switch (Dehumidifier) 開關掣 (抽濕機)		1	-	1	-	-	-	-	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Living Room /Dining Room and Corridor 客廳/飯廳及走廊	Switch (Exhaust Fan) 開關掣(抽氣扇)		1	-	-	-	-	-	-	-
	Switch (Electric Water Heater) 開關掣(電熱水器)		-	1	1	1	1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater & Dehumidifier) 開關掣(抽氣扇及電熱水器及抽濕機)		-	-	-	1	1	-	-	-
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	-	1	1	1	1	1	1	1
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	-	-	-	1	1	-	-	-
		Drain point for Washer Dryer 去水位供洗衣乾衣機	-	-	-	1	1	-	-	-
		Water point for Washer Dryer 來水位供洗衣乾衣機	-	-	-	1	1	-	-	-
		Distribution Board 配電箱	-	-	1	1	1	-	-	-
		Switch for Microwave Oven 開關掣供微波爐	-	1	1	-	-	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Master Bedroom 主人睡房	Lighting Switch 燈掣		2	/	/	/	/	/	/	/
	Lighting Point 燈位		2	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	/	/	/	/
	TV/FM Outlet 電視/電台天線插座		1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	/	/	/	/	/	/	/
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有 USB 接口)		1	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Bedroom 1 睡房 1	Lighting Switch 燈掣		2	2	1	/	/	2	2	1
	Lighting Point 燈位		1	2	1	/	/	2	2	1
	Telephone Outlet 電話插座		1	1	1	/	/	1	1	1
	TV/FM Outlet 電視/電台天線插座		1	1	1	/	/	1	1	1
	13A Single Socket Outlet 13A 單位電插座		2	1	-	/	/	1	1	-
	13A Twin Socket Outlet 13A 雙位電插座		1	1	1	/	/	1	1	1
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座 (附有 USB 接口)		-	1	1	/	/	1	1	1
	Switch (Electric Water Heater & Exhaust Fan) 開關掣(電熱水器及抽氣扇)		1	-	-	/	/	-	-	-
	Switch (Exhaust Fan & Electric Water Heater & Dehumidifier) 開關掣(抽氣扇及電熱水器及抽濕機)		-	1	-	/	/	1	1	-
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	/	/	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Bedroom 2 睡房 2	Lighting Switch 燈掣		1	/	1	/	/	/	/	/
	Lighting Point 燈位		1	/	1	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	1	/	/	/	/	/
	TV/FM Outlet 電視/電台天線插座		1	/	1	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	2	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	1	/	/	/	/	/
Bedroom 3 睡房 3	Lighting Switch 燈掣		1	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/
	Telephone Outlet 電話插座		1	/	/	/	/	/	/	/
	TV/FM Outlet 電視/電台天線插座		1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/
Utility 工作間	Lighting Switch 燈掣		1	/	/	/	/	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	/	/	/	/	/	/	/
	Distribution Board 配電箱		1	/	/	/	/	/	/	/
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Kitchen 廚房	Lighting Point 燈位		6	/	/	/	/	/	/	/
	Video Door Phone 視像對講機		1	/	/	/	/	/	/	/
	Door Bell 門鐘		1	/	/	/	/	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/	/	/	/	/
		Switch for Microwave Oven 開關掣供微波爐	1	/	/	/	/	/	/	/
		Switch for Induction Hob 開關掣供電磁爐	1	/	/	/	/	/	/	/
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	1	/	/	/	/	/	/	/
		Fused Spur Unit for Gas Hob 菲士座供氣體煮食爐	2	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Kitchen 廚房		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	1	/	/	/	/	/	/	/
		Drain point for Washer Dryer 去水位供洗衣乾衣機	1	/	/	/	/	/	/	/
		Water point for Washer Dryer 來水位供洗衣乾衣機	1	/	/	/	/	/	/	/
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	1	/	/	/	/	/	/	/
		13A Single Socket Outlet for Fridge 13A 單位電插座供雪櫃	1	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	2	/	/	/	/	/	/	/
		Switch 開關掣	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表(第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Open Kitchen 開放式廚房	Lighting Point 燈位		/	-	-	-	-	-	-	1
		Fused Spur Unit for Lighting 菲士座供燈	/	1	1	1	1	1	1	1
		Switch for Induction Hob 開關掣供電磁爐	/	1	1	1	1	1	1	1
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	/	1	1	1	1	1	1	1
		13A Single Socket Outlet for Washer Dryer 13A 單位電插座供洗衣乾衣機	/	1	1	-	-	1	1	1
		Drain point for Washer Dryer 去水位供洗衣乾衣機	/	1	1	-	-	1	1	1
		Water point for Washer Dryer 來水位供洗衣乾衣機	/	1	1	-	-	1	1	1
		Switch (Electric Water Heater) 開關掣 (電熱水器)	/	1	1	1	1	1	1	1
		Switch for Microwave Oven 開關掣供微波爐	/	-	-	1	1	-	-	-
		Distribution Board 配電箱	/	1	-	-	-	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

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(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表 (第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Master Bathroom 主人浴室	Lighting Point 燈位		8	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	2	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	2	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	/	/	/	/	/
Bathroom 1 浴室 1	Lighting Point 燈位		3	3	3	3	3	3	3	3
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1	1	1	1	1
		Fused Spur Unit for Dehumidifier 菲士座供抽濕機	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

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Schedule of Mechanical and Electrical Provisions (Tower 8)
機電裝置數量說明表 (第 8 座)

Location 位置	Mechanical and Electrical Provisions 機電裝置		Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	C	D	E	F	G	H
Bathroom 2 浴室 2	Lighting Point 燈位		3	/	/	/	/	/	/	/
		13A Single Socket Outlet 13A 單位電插座	1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/
		Fused Spur Unit for Lighting 菲士座供燈	1	/	/	/	/	/	/	/
Water Closet 洗手間	Lighting Point 燈位		1	/	/	/	/	/	/	/
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	/	/	/	/	/	/	/
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	/	/	/	/	/	/	/
Balcony 露台	Lighting Point 燈位		1	1	1	1	1	1	1	1
A/C platform 冷氣機平台	Switch for outdoor A/C unit 開關掣供冷氣室外機		4	1	2	1	1	1	1	1
Lift Lobby 升降機大堂	Door Bell Push Button 門鐘襟手掣		1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
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(3) 3 numbers of switches for outdoor A/C units in A/C platform and 1 number of switch for outdoor A/C unit on A/C plinth at roof for Tower 8 51/F flat A.
3 個開關掣供冷氣室外機位於冷氣機平台及 1 個開關掣供冷氣室外機位於天台的冷氣機基座供第 8 座 51 樓 A 單位。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽匯及彗鑽匯)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Living Room /Dining Room and Corridor 客廳/飯廳和走廊	Lighting Switch (Master Lights Off Switch) 燈掣 (總熄燈掣)		1	1	1	1
	Lighting Switch 燈掣		8	8	8	8
	Lighting Point 燈位		8	11	11	10
	Telephone Outlet 電話插座		2	2	2	2
	TV/FM Outlet 電視機/電台天線插座		2	2	2	2
	13A Twin Socket Outlet 13A 雙位電插座		5	5	5	5
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		2	2	2	3
	Fused Spur Unit 菲士座		3	3	3	3
	Switch (Exhaust Fan) 開關掣(抽氣扇)		1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	1	1
	Switch (Dehumidifier) 開關掣(抽濕機)		1	1	1	1
	Door Bell 門鐘		1	1	1	1
		13A Single Socket Outlet for Fridge 13A 單位電插座供雪櫃	1	1	1	1
		Fused Spur Unit for Balcony Lighting 菲士座供露台燈	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽匯及彗鑽匯)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Master Bedroom 主人睡房	Lighting Switch 燈掣		3	3	3	3
	Lighting Point 燈位		2	3	3	3
	Telephone Outlet 電話插座		2	2	2	2
	TV/FM Outlet 電視機/電台天線插座		2	2	2	2
	13A Twin Socket Outlet 13A 雙位電插座		3	2	2	4
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座 (附有 USB 接口)		1	1	1	1
	13A Single Socket Outlet 13A 單位電插座		-	2	2	-
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	1	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		2	2	2	2
	Fused Spur Unit 菲士座		4	3	3	3

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽滙及彗鑽滙)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽滙		Aster Sky Mansion 彗鑽滙	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Bedroom 1 睡房 1	Lighting Switch 燈掣		2	1	1	1
	Lighting Point 燈位		1	1	1	1
	Telephone Outlet 電話插座		1	1	1	1
	TV/FM Outlet 電視機/電台天線插座		1	1	1	1
	13A Single Socket Outlet 13A 單位電插座		2	-	-	-
	13A Twin Socket Outlet 13A 雙位電插座		1	2	2	2
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	-	-	-
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽匯及彗鑽匯)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Bedroom 2 睡房 2	Lighting Switch 燈掣		1	2	2	2
	Lighting Point 燈位		1	1	1	1
	Telephone Outlet 電話插座		1	1	1	1
	TV/FM Outlet 電視機/電台天線插座		1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	2
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		-	1	1	1
Bedroom 3 睡房 3	Lighting Switch 燈掣		2	/	/	/
	Lighting Point 燈位		1	/	/	/
	Telephone Outlet 電話插座		1	/	/	/
	TV/FM Outlet 電視機/電台天線插座		1	/	/	/
	13A Single Socket Outlet 13A 單位電插座		2	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		1	/	/	/
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽滙及彗鑽滙)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽滙		Aster Sky Mansion 彗鑽滙	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Utility 工作間	Lighting Switch 燈掣		1	1	1	1
	Lighting Point 燈位		1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座		1	1	1	1
	Distribution Board 配電箱		1	1	1	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	1
	13A Single Socket Outlet for Washing Machine 13A 單位電插座供洗衣機		1	1	1	1
	Drain point for Washing Machine and Tumble Dryer 去水位供洗衣機及乾衣機		1	1	1	1
	Water point for Washing Machine 來水位供洗衣機		1	1	1	1
	13A Single Socket Outlet for Tumble Dryer 13A 單位電插座供乾衣機		1	1	1	1
	Switch (Exhaust Fan & Electric Water Heater) 開關掣(抽氣扇及電熱水器)		1	1	1	1
Kitchen 廚房	Lighting Point 燈位		4	4	4	3
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	2
	Video Door Phone 視像對講機		1	1	1	1
	Door Bell 門鐘		1	1	1	1
	Switch (Air conditioner indoor unit) 開關掣 (室內冷氣機)		1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽滙及彗鑽滙)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽滙		Aster Sky Mansion 彗鑽滙	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Kitchen 廚房		Switch for Induction Hob 開關掣供電磁爐	1	1	1	1
		Switch for Microwave Oven 開關掣供微波爐	1	1	1	1
		Switch 開關掣	1	1	1	1
		Fused Spur Unit for Cooker Hood 菲士座供抽油煙機	1	1	1	1
		Fused Spur Unit for Gas Hob 菲士座供氣體煮食爐	2	2	2	2
		13A Single Socket Outlet for Fridge Freezer 13A 單位電插座供雪櫃連冰箱	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1
		13A Single Socket Outlet 13A 單位電插座	2	2	2	2

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽匯及彗鑽匯)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Master Bathroom 主人浴室	Lighting Point 燈位		9	9	9	9
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	2	2	2	2
		Connection Unit for Exhaust Fan 接線座供抽氣扇	2	2	2	2
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1
Bathroom 1 浴室 1	Lighting Point 燈位		4	3	3	3
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	2	1	1	1
		Fused Spur Unit for Dehumidifier 菲士座供抽濕機	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽滙及彗鑽滙)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽滙		Aster Sky Mansion 彗鑽滙	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Bathroom 2 浴室 2	Lighting Point 燈位		3	3	3	3
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1
Water Closet 洗手間	Lighting Point 燈位		1	1	1	1
		Fused Spur Unit for Exhaust Fan 菲士座供抽氣扇	1	1	1	1
		Connection Unit for Exhaust Fan 接線座供抽氣扇	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

Schedule of Mechanical and Electrical Provisions (Royal Sky Mansion and Aster Sky Mansion)
機電裝置數量說明表 (皇鑽滙及彗鑽滙)

Location 位置	Mechanical and Electrical Provisions 機電裝置		8/F to 11/F 8 樓至 11 樓			
			Royal Sky Mansion 皇鑽滙		Aster Sky Mansion 彗鑽滙	
	Exposed Type 外露型	Non-exposed Type 非外露型	A	B	A	B
Balcony 露台	Lighting Point 燈位		1	1	1	1
Foyer 玄關	Lighting Switch 燈掣		1	1	1	1
	Lighting Point 燈位		3	3	3	3
	13A Single Socket Outlet 13A 單位電插座		1	1	1	1
	Door Bell Push Button 門鐘襟手掣		1	1	1	1
		Fused Spur Unit for Lighting 菲士座供燈	1	1	1	1
A/C platform 冷氣機平台	Switch for outdoor A/C unit 開關掣供冷氣室外機		6	4	4	5
Fireman's Lift Lobby 消防員升降機大堂	Door Bell Push Button 門鐘襟手掣		1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號"/"表示不適用。

(3) 1 number of switch for outdoor A/C unit in A/C platform and 5 numbers of switch for outdoor A/C units in A/C plinth at roof for Royal Sky Mansion 11/F flat A.
1 個開關掣供冷氣室外機位於冷氣機平台及 5 個開關掣供冷氣室外機位於冷氣機基座供皇鑽滙 11 樓 A 單位。

4 numbers of switch for outdoor A/C units in A/C plinth at roof for Royal Sky Mansion 11/F flat B.
4 個開關掣供冷氣室外機位於冷氣機基座供皇鑽滙 11 樓 B 單位。

4 numbers of switch for outdoor A/C units in A/C plinth at roof for Aster Sky Mansion 11/F flat A.
4 個開關掣供冷氣室外機位於冷氣機基座供彗鑽滙 11 樓 A 單位。

5 numbers of switch for outdoor A/C units in A/C plinth at roof for Aster Sky Mansion 11/F flat B.
5 個開關掣供冷氣室外機位於冷氣機基座供彗鑽滙 11 樓 B 單位。

Appliances Schedule - Air Conditioner - Split Type - Tower 6
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 6 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 6 第 6 座								
				6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H	J
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	MUZ-GE50VA-E1	-	1	1	-	-	1	1	-	-
		MSZ-GE35VA-E1	MXZ-3C68VA	-	1*	-	-	-	-	-	-	-
		MSZ-GE35VA-E1	MXZ-4C71VA	1**	-	-	-	-	-	-	-	-
		MSZ-GE42VA-E1	MXZ-4C71VA	-	-	-	-	1*	-	-	-	-
		MSZ-GE50VA-E1	MXZ-4C71VA	1*	-	-	-	-	-	-	1*	1*
		MSZ-GE50VA-E1	MXZ-5C100VA	-	-	-	1*	-	-	-	-	-
Master Bedroom 主人睡房		MSZ-GE35VA-E1	MXZ-4C71VA	1**	-	/	/	/	/	/	/	/
		MSZ-GE50VA-E1	MXZ-4C71VA	-	1**	/	/	/	/	/	/	/
Bedroom 1 睡房 1		MSZ-GE25VA-E1	MXZ-4C71VA	1*	1**	/	-	-	/	/	1*	1*
		MSZ-GE35VA-E1	MXZ-4C71VA	-	-	/	-	1*	/	/	-	-
		MSZ-GE35VA-E1	MXZ-5C100VA	-	-	/	1*	-	/	/	-	-

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type -Tower 6
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 6 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 6 第 6 座								
				6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H	J
Bedroom 2 睡房 2	Mitsubishi Electric 三菱電機	MSZ-GE35VA-E1	MUZ-GE35VA-E1	-	1	/	/	/	/	/	/	/
		MSZ-GE25VA-E1	MXZ-2C52VA	1***	-	/	/	/	/	/	/	/
Bedroom 3 睡房 3		MSZ-GE25VA-E1	MXZ-2C52VA	1***	-	/	/	/	/	/	/	/
Kitchen 廚房		MSZ-GE25VA-E1	MXZ-2C52VA	1****	-	/	/	/	/	/	/	/
Utility 工作間		MSZ-GE25VA-E1	MXZ-2C52VA	1****	-	/	/	/	/	/	/	/
		MSZ-GE25VA-E1	MXZ-3C68VA	-	1*	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Tower 7
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 7 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 7 第 7 座										
				6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓 及 45 樓至 51 樓										
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H	J	K	L
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	MUZ-GE50VA-E1	-	-	-	-	1	-	-	-	-	-	-
		MSZ-GE42VA-E1	MXZ-3C68VA	-	1*	1*	-	-	1*	1*	1*	1*	-	-
		MSZ-GE42VA-E1	MXZ-4C71VA	-	-	-	-	-	-	-	-	-	1*	-
		MSZ-GE50VA-E1	MXZ-4C71VA	1*	-	-	1*	-	-	-	-	-	-	-
		MSZ-GE50VA-E1	MXZ-4C71VA	1***	-	-	-	-	-	-	-	-	-	-
		MSZ-GE60VA-E1	MXZ-5C100VA	-	-	-	-	-	-	-	-	-	-	1*
Master Bedroom 主人睡房		MSZ-GE25VA-E1	MUZ-GE25VA-E1	-	/	/	-	/	/	/	/	/	/	1
		MSZ-GE25VA-E1	MXZ-4C71VA	-	/	/	1*	/	/	/	/	/	/	-
		MSZ-GE60VA-E1	MUZ-GE60VA-E1	1	/	/	-	/	/	/	/	/	/	-
Bedroom 1 睡房 1		MSZ-GE25VA-E1	MUZ-GE25VA-E1	-	-	-	1	-	-	-	-	-	-	-
		MSZ-GE25VA-E1	MXZ-2C52VA	1****	-	-	-	1*	-	-	-	-	-	-
		MSZ-GE25VA-E1	MXZ-3C68VA	-	1*	1*	-	-	1*	1*	1*	1*	-	-
		MSZ-GE35VA-E1	MXZ-4C71VA	-	-	-	-	-	-	-	-	-	1*	-
		MSZ-GE25VA-E1	MXZ-5C100VA	-	-	-	-	-	-	-	-	-	-	1*

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Tower 7
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 7 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 7 第 7 座										
				6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓 及 45 樓至 51 樓										
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H	J	K	L
Bedroom 2 睡房 2	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	MXZ-2C52VA	-	/	/	/	1*	/	/	/	/	/	/
		MSZ-GE25VA-E1	MXZ-4C71VA	1***	/	/	/	-	/	/	/	/	/	/
Bedroom 3 睡房 3		MSZ-GE25VA-E1	MXZ-4C71VA	1*	/	/	/	/	/	/	/	/	/	/
Study Room 書房		MSZ-GE25VA-E1	MXZ-2C52VA	1****	/	/	/	/	/	/	/	/	/	/
Utility 工作間		MSZ-GE25VA-E1	MXZ-2C52VA	1**	/	/	/	/	/	/	/	/	/	/
Open Kitchen 開放式廚房		MSZ-GE25VA-E1	MXZ-2C52VA	1**	-	-	-	-	-	-	-	-	-	-

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Tower 8
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 8 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 8 第 8 座							
				6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓							
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	MUZ-GE50VA-E1	-	-	-	1	1	-	-	-
		MSZ-GE42VA-E1	MXZ-3C68VA	-	1*	-	-	-	1*	1*	-
		MSZ-GE50VA-E1	MXZ-4C71VA	-	-	1*	-	-	-	-	1*
		MSZ-GE50VA-E1	MXZ-5C100VA	1*	-	-	-	-	-	-	-
		MSZ-GE50VA-E1	MXZ-5C100VA	1**	-	-	-	-	-	-	-
Master Bedroom 主人睡房		MSZ-GE60VA-E1	MUZ-GE60VA-E1	1	/	/	/	/	/	/	/
Bedroom 1 睡房 1		MSZ-GE25VA-E1	MXZ-3C68VA	-	1*	-	/	/	1*	1*	-
		MSZ-GE25VA-E1	MXZ-4C71VA	-	-	1*	/	/	-	-	1*
		MSZ-GE35VA-E1	MXZ-5C100VA	1*	-	-	/	/	-	-	-

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Tower 8
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 第 8 座

Location 位置	Brand Name 品牌	Model Number 型號		Tower 8 第 8 座							
				6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓 及 45 樓至 51 樓							
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B	C	D	E	F	G	H
Bedroom 2 睡房 2	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	MUZ-GE25VA-E1	-	/	1	/	/	/	/	/
		MSZ-GE25VA-E1	MXZ-5C100VA	1**	/	-	/	/	/	/	/
Bedroom 3 睡房 3		MSZ-GE25VA-E1	MXZ-5C100VA	1**	/	/	/	/	/	/	/
Kitchen 廚房		MSZ-GE35VA-E1	MXZ-3C68VA	1***	/	/	/	/	/	/	/
Utility 工作間		MSZ-GE25VA-E1	MXZ-3C68VA	1***	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Royal Sky Mansion
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 皇鑽匯

Location 位置	Brand Name 品牌	Model Number 型號		Royal Sky Mansion 皇鑽匯	
				8/F-11/F 8 樓 至 11 樓	
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Mitsubishi Electric 三菱電機	MSZ-GE60VA-E1	MXZ-5C100VA	-	1*
		MSZ-GE60VA-E1	MXZ-5C100VA	-	1***
		MSZ-GE71VA-E1	MXZ-5C100VA	1*	-
		MSZ-GE71VA-E1	MXZ-5C100VA	1****	-
		SEZ-KD50VAL	MXZ-5C100VA	-	1**
		SEZ-KD60VAL	MXZ-5C100VA	1**	-
Master Bedroom 主人睡房		MSZ-GE35VA-E1	MXZ-4C71VA	-	2
		MSZ-GE71VA-E1	MUZ-GE71VA-E1	2	-
Bedroom 1 睡房 1		MSZ-GE25VA-E1	MXZ-5C100VA	-	1**
		MSZ-GE35VA-E1	MXZ-4C71VA	1***	-

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Royal Sky Mansion
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 皇鑽匯

Location 位置	Brand Name 品牌	Model Number 型號		Royal Sky Mansion 皇鑽匯	
				8/F-11/F 8 樓 至 11 樓	
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B
Bedroom 2 睡房 2	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	MXZ-5C100VA	1****	-
		MSZ-GE35VA-E1	MXZ-5C100VA	-	1***
Bedroom 3 睡房 3		MSZ-GE35VA-E1	MXZ-4C71VA	1***	-
Kitchen 廚房		MSZ-GE35VA-E1	MXZ-5C100VA	1**	1*
Utility 工作間		MSZ-GE22VA-E1	MXZ-5C100VA	1*	1**

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Aster Sky Mansion
設備說明表 - 冷氣裝置 - 分體式冷氣機 - 彗鑽匯

Location 位置	Brand Name 品牌	Model Number 型號		Aster Sky Mansion 彗鑽匯	
				8/F-11/F 8 樓 至 11 樓	
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B
Living Room/ Dining Room and Corridor 客廳/飯廳及走廊	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	MXZ-5C100VA	-	2
		MSZ-GE50VA-E1	MXZ-5C100VA	-	1**
		MSZ-GE60VA-E1	MXZ-5C100VA	1*	-
		MSZ-GE60VA-E1	MXZ-5C100VA	1***	-
		SEZ-KD50VAL	MXZ-5C100VA	1**	1*
Master Bedroom 主人睡房		MSZ-GE60VA-E1	MUZ-GE60VA-E1	-	1
		MSZ-GE35VA-E1	MXZ-4C71VA	2	-
		MSZ-GE60VA-E1	MXZ-5C100VA	-	1***
Bedroom 1 睡房 1		MSZ-GE25VA-E1	MXZ-5C100VA	1**	-
		MSZ-GE35VA-E1	MXZ-5C100VA	-	1***

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Air Conditioners - Split Type - Aster Sky Mansion
設備說明表 - 冷氣裝置 - 分體式冷氣機 -彗鑽匯

Location 位置	Brand Name 品牌	Model Number 型號		Aster Sky Mansion 彗鑽匯	
				8/F-11/F 8 樓 至 11 樓	
		Indoor Unit 室內機	Outdoor Unit 室外機	A	B
Bedroom 2 睡房 2	Mitsubishi Electric 三菱電機	MSZ-GE35VA-E1	MXZ-5C100VA	1***	1**
Kitchen 廚房		MSZ-GE35VA-E1	MXZ-5C100VA	1*	1*
Utility 工作間		MSZ-GE22VA-E1	MXZ-5C100VA	1**	1*

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) * Shared Outdoor Unit for different location of a flat (Combination 1) /同一單位不同位置共用一部室外機 (組合 1)
(2) ** Shared Outdoor Unit for different location of a flat (Combination 2) /同一單位不同位置共用一部室外機 (組合 2)
(3) *** Shared Outdoor Unit for different location of a flat (Combination 3) /同一單位不同位置共用一部室外機 (組合 3)
(4) **** Shared Outdoor Unit for different location of a flat (Combination 4) /同一單位不同位置共用一部室外機 (組合 4)
(5) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(6) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Exhaust Air Fans - Tower 6
設備說明表-抽氣扇 -第 6 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
			A	B	C	D	E	F	G	H	J
Kitchen 廚房	Panasonic 樂聲	FV-07NU1H	1	-	/	/	/	/	/	/	/
		FV-04NU1H	-	1	/	/	/	/	/	/	/
Master Bathroom 主人浴室		FV-04NU1H	1	1	/	/	/	/	/	/	/
Bathroom 1 浴室 1		FV-04NU1H	1	1	1	1	1	1	1	1	1
Water Closet 洗手間		FV-02NU1H	1	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。

(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Exhaust Air Fans - Tower 7
設備說明表 - 抽氣扇 -第 7 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓										
			A	B	C	D	E	F	G	H	J	K	L
Kitchen 廚房	Panasonic 樂聲	FV-05NU1H	1	/	/	/	/	/	/	/	/	/	/
Master Bathroom 主人浴室		FV-04NU1H	2	/	/	1	/	/	/	/	/	/	1
Bathroom 1 浴室 1		FV-04NU1H	1	1	1	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2		FV-04NU1H	1	/	/	-	/	/	/	/	/	/	/
Water Closet 洗手間		FV-02NU1H	1	/	/	-	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Exhaust Air Fans - Tower 8
設備說明表 - 抽氣扇 - 第 8 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓							
			A	B	C	D	E	F	G	H
Kitchen 廚房	Panasonic 樂聲	FV-07NU1H	1	/	/	/	/	/	/	/
Master Bathroom 主人浴室		FV-04NU1H	2	/	/	/	/	/	/	/
Bathroom 1 浴室 1		FV-04NU1H	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2		FV-04NU1H	1	/	/	/	/	/	/	/
Water Closet 洗手間		FV-02NU1H	1	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Exhaust Air Fans - Royal Sky Mansion & Aster Sky Mansion
設備說明表 - 抽氣扇 - 皇鑽匯及彗鑽匯

Location 位置	Brand Name 品牌	Model Number 型號	Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
			8/F-11/F 8 樓至 11 樓		8/F-11/F 8 樓至 11 樓	
			A	B	A	B
Kitchen 廚房	Panasonic 樂聲	FV-07NU1H	-	1	1	1
		FV-20NS3H	1	-	-	-
Master Bathroom 主人浴室		FV-04NU1H	2	2	2	2
Bathroom 1 浴室 1		FV-04NU1H	1	1	1	1
Bathroom 2 浴室 2		FV-04NU1H	1	1	1	1
Water Closet 洗手間		FV-02NU1H	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

(1) The Symbol "-" as shown in the above table denotes "Not Provided". 上表符號"-"表示不提供。
(2) The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Dehumidifiers (Tower 6, Tower 7 and Tower 8)
設備說明表 - 抽濕機 (第 6 座、第 7 座及第 8 座)

Location 位置	Brand Name 品牌	Model Number 型號	Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
			A	B	C	D	E	F	G	H	J
Bathroom 1 浴室 1	Cold Magic 高美	CDH-22-R2B	1	1	1	1	1	1	1	1	1

Location 位置	Brand Name 品牌	Model Number 型號	Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓										
			A	B	C	D	E	F	G	H	J	K	L
Bathroom 1 浴室 1	Cold Magic 高美	CDH-22-R2B	1	1	1	1	1	1	1	1	1	1	1

Location 位置	Brand Name 品牌	Model Number 型號	Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓							
			A	B	C	D	E	F	G	H
Bathroom 1 浴室 1	Cold Magic 高美	CDH-22-R2B	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Appliances Schedule - Dehumidifiers - Royal Sky Mansion & Aster Sky Mansion
設備說明表 - 抽濕機 - 皇鑽匯及彗鑽匯

Location 位置	Brand Name 品牌	Model Number 型號	Royal Sky Mansion 皇鑽匯	
			8/F-11/F 8 樓至 11 樓	
Bathroom 1 浴室 1	Cold Magic 高美	CDH-22-R2B	A	B
			1	1

Location 位置	Brand Name 品牌	Model Number 型號	Aster Sky Mansion 彗鑽匯	
			8/F-11/F 8 樓至 11 樓	
Bathroom 1 浴室 1	Cold Magic 高美	CDH-22-R2B	A	B
			1	1

The Vendor undertakes that if lifts or appliances of the specific brand name or model number are not installed in the phase , lifts or appliances of comparable quantity will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若升降機或設備。

Appliances Schedule - Electric Water Heaters -Tower 6
設備說明表-電熱水器 -第 6 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 6 第 6 座								
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓								
			A	B	C	D	E	F	G	H	J
Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHB 21 STi	1	1	/	/	/	/	/	/	/
Open Kitchen 開放式廚房		DHM 6	/	/	1	1	1	1	1	1	1
Master Bathroom 主人浴室		DHB 27 STi	1	1	/	/	/	/	/	/	/
Bathroom 1 浴室 1		DHB 21 STi	1	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2		DHB 21 STi	/	/	/	/	/	/	/	/	/
Water Closet 洗手間		DHB 21 STi	*	*	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

1. The symbol "*" as shown in the above table denotes "Shared with Electric Water Heater in Kitchen". 上表符號"*"表示共用一部安裝於廚房的電熱水器。
2. The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Electric Water Heaters -Tower 7
設備說明表-電熱水器 -第 7 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 7 第 7 座										
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓										
			A	B	C	D	E	F	G	H	J	K	L
Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHB 21 STi	1	/	/	/	/	/	/	/	/	/	/
Open Kitchen 開放式廚房		DHM 6	1	1	1	1	1	1	1	1	1	1	1
Master Bathroom 主人浴室		DHB 27 STi	1	/	/	-	/	/	/	/	/	/	-
		DHB 21 STi	-	/	/	1	/	/	/	/	/	/	1
Bathroom 1 浴室 1		DHB 21 STi	1	1	1	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2		DHB 21 STi	1	/	/	/	/	/	/	/	/	/	/
Water Closet 洗手間		DHB 21 STi	*	/	/	/	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

1. The symbol "*" as shown in the above table denotes "Shared with Electric Water Heater in Kitchen". 上表符號"*"表示共用一部安裝於廚房的電熱水器。
2. The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Electric Water Heaters -Tower 8
設備說明表-電熱水器 -第 8 座

Location 位置	Brand Name 品牌	Model Number 型號	Tower 8 第 8 座							
			6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 51 樓							
			A	B	C	D	E	F	G	H
Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHB 21 STi	1	/	/	/	/	/	/	/
Open Kitchen 開放式廚房		DHM 6	/	1	1	1	1	1	1	1
Master Bathroom 主人浴室		DHB 27 STi	1	/	/	/	/	/	/	/
Bathroom 1 浴室 1		DHB 21 STi	1	1	1	1	1	1	1	1
Bathroom 2 浴室 2		DHB 21 STi	1	/	/	/	/	/	/	/
Water Closet 洗手間		DHB 21 STi	*	/	/	/	/	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

1. The symbol "*" as shown in the above table denotes "Shared with Electric Water Heater in Kitchen". 上表符號"*"表示共用一部安裝於廚房的電熱水器。
2. The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。

Appliances Schedule - Electric Water Heaters - Royal Sky Mansion & Aster Sky Mansion
設備說明表 - 電熱水器 - 皇鑽匯及彗鑽匯

Location 位置	Brand Name 品牌	Model Number 型號	Royal Sky Mansion 皇鑽匯		Aster Sky Mansion 彗鑽匯	
			8/F-11/F 8 樓至 11 樓		8/F-11/F 8 樓至 11 樓	
			A	B	A	B
Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHB 21 STi	#	#	#	#
Master Bathroom 主人浴室		DHB 27 STi	1	1	1	1
Bathroom 1 浴室 1		DHB 21 STi	1	1	1	1
Bathroom 2 浴室 2		DHB 21 STi	1	1	1	1
Water Closet 洗手間		DHB 21 STi	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

1. The Symbol "/" as shown in the above table denotes "Not Applicable". 上表符號 "/" 表示不適用。
2. The symbol "#" as shown in the above table denotes "Shared with Electric Water Heater in Water Closet". 上表符號"#"表示共用一部安裝於廁所的電熱水器。

SERVICE AGREEMENTS
服務協議

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by The CLP Power Hong Kong Ltd.
Towngas is supplied by The Hong Kong and China Gas Co., Ltd.

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
煤氣由香港中華煤氣有限公司供應。

GOVERNMMENT RENT
地稅

The Vendor will pay/has paid (as the case may be) all outstanding Government rent in respect of the residential property up to and including the date of the Assignment of the residential property.

賣方將會繳付/已繳付(視情況而定)有關住宅物業之地稅直至包括住宅物業之買賣成交日期。

MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

1. On the delivery of the vacant possession of the residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas.

2. On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Remarks:
On that delivery, the purchaser should in fact reimburse the Manager for the deposits for water, electricity and gas and pay to the Manager of the Phase a debris removal fee, or where the Owner has paid that debris removal fee, the purchaser shall reimburse the Owner for the same.

1. 在向買方交付住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金。

2. 在交付時，買方無須向擁有人支付清理廢料的費用。

備註：
在交付時，買方事實上須向期數的管理人補還水、電力及氣體的按金及支付清理廢料的費用，如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

DEFECT LIABILITY WARRANTY PERIOD
欠妥之處的保養責任期

Defect liability warranty period for the residential property and the fittings, finishes and appliances as provided in the agreement for sale and purchase is within six (6) months from the date of completion of the sale and purchase.

按買賣合約規定，住宅物業及其內裝置、裝修物料及設備之欠妥之處的保養責任期為住宅物業之成交日期起計為期六(6)個月內。

MAINTENANCE OF SLOPES
斜坡維修

1. The Land Grant requires the owners of the residential properties in the Phase of the Development to maintain slope at their own cost.

2. The terms of the requirement, as stipulated in Special Condition (56) of the Land Grant, are as follows:-

"(56) (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 foundation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (55) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

3. Each of the owners is obliged to contribute towards the costs of the maintenance work.

4. There is a portion of an existing retaining wall with Feature No. 11NW-C/R 143 within the Lot. According to the public records of Slope Information System of Geotechnical Engineering Office, Civil Engineering and Development Department and the public records of Slope Maintenance Responsibility Information System of Lands Department retrieved on the date of printing of the sales brochure, the maintenance responsibility of the said portion of the existing retaining wall falls on Highways Department.

5. Under the deed of mutual covenant, the Manager of the Phase has the owners' authority to carry out the maintenance work.

1. 批地文件規定本發展項目期數中的住宅物業的擁有人須自費維修斜坡。

2. 該規定的條款於批地文件特別條件第(56)條規定如下：

『(56) (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或此等「批地條款」規定「承批人」執行的其他工程或其他目的進行削土、移土或土地後移工程，或任何建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」亦須按當時或嗣後任何時間的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，以保護和支撐該地段內的土地及任何毗連或毗鄰「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任何時候自費維修上述土地、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，以保持其修繕妥當與狀態良好，令「署長」滿意。

(b) 本特別條款(a)款之規定概不妨礙此等「批地條款」賦予「政府」的權利，其中特別以本文特別條款第(55)條所訂權利為要。

(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滑土、山泥傾瀉或地陷所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。

(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、建造和維修上述的土地、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」疏忽或未能在通知書訂明期限內以「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的工程。「承批人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業費用與收費。』

3. 每名擁有人均須分擔維修工程的費用。

4. 該地段內有一幅現有擋土牆（登記編號11NW-C/R 143）之部份。根據於售樓說明書印製日期獲取的土木工程拓展署土力工程處的斜坡資訊系統的公眾紀錄及地政總署的斜坡維修責任信息系統的公眾紀錄，該幅現有擋土牆之部份的維修責任屬於路政署。

5. 根據公契，期數的管理人獲擁有人授權進行維修工程。

MODIFICATION
修訂

No application to the Government for a modification of the Land Grant for the Phase is underway.

期數現時並沒有向政府提出申請修訂批地文件。

WEBSITE ADDRESS FOR THE PHASE
期數的互聯網網站的網址

The website address designated by the Vendor for the Phase:
www.cullinanwest3.com.hk

賣方就期數指定的互聯網網站的網址：
www.cullinanwest3.com.hk

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features
Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (#) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the development.

獲寬免總樓面面積的設施分項
於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

		Area (m^2) **面積(平方米)**
Disregarded GFA under Building (Planning) Regulations 23(3)(b) **根據《建築物(規劃)規例》第23 (3) (b)條不計算的總樓面面積**		
1. (#)	Carpark and loading/unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	3897.700
2.	**Plant rooms and similar services** **機房及相類設施**	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunication and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室（訊播室）、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	732.716
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	6174.091
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要的機房，例如空調機房、送風櫃房等	13.515
Green Features under Joint Practice Notes 1 and 2 **根據聯合作業備考第 1 及第 2 號提供的環保設施**		
3.	Balcony 露台	1370.816
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	515.324
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	5.040
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	744.744
9.	Utility platform 工作平台	126.000
10.	Noise barrier 隔音屏障	9.408

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

		Area (m^2) 面積(平方米)
	Amenity Features **適意設施**	
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff, and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	Not Applicable 不適用
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住户康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	2177.041
13.	Covered landscaped and play area 有蓋的園景區及遊樂場地	2110.972
14.	Horizontal screen/covered walkway and trellis 橫向屏障/有蓋人行道及花棚	324.858
15.	Larger lift shaft 擴大升降機槽	1338.313
16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要的機房，例如鍋爐房、衛星電視共用天線房	Not Applicable 不適用
18.(#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	1212.803
19.	Pipe duct, air duct for non-mandatory feature or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23.(#)	Projecting planters and Minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	1540.368
24.	Other projection such as A/C box and A/C plaform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19 第 3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	Not Applicable 不適用
	Other Exempted Items **其他項目**	
25.(#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	1044.299
26.	Covered area under large projecting/overhanging feature 大型伸出／外懸設施下的有蓋面積地方	16.163
27.	Public transport terminus 公共交通總站	Not Applicable 不適用

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

		Area (m^2) 面積(平方米)
28.(#)	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用
29.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	675.426
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考（第 8 號）提供的額外環保設施		
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

註: 上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2 規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

Environment Assessment of the Building
建築物的環境評估

Green Building Certification

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

GOLD

Application no.: FAG0009/21

綠色建築認證

在印刷此售樓說明書或其附頁前，本物業根據香港綠色建築議會有限公司頒授 / 發出的綠建環評認證評級。

金級

申請編號: FAG0009/21

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Estimated Energy Performance or Consumption for the Common Parts of the Development
發展項目的公用部分的預計能量表現或消耗
Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochures:
於印製售樓說明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料:

Part I **第I部分**	
Provision of Central Air Conditioning 提供中央空調	NO 否
Provision of Energy Efficient Features 提供具能源效益的設施	YES 是
Energy Efficient Features proposed: 擬安裝的具能源效益的設施:-	1. Design building orientation for reducing solar heat gain; 2. Provide double IGU Low-E glazing and shading facilities; 3. Select split type air-conditioning unit with energy efficiency label, high energy-efficient lifts and rain water recycling system; And Reduce the window-to-wall ratio. 1. 建築物座向設計以減少日照吸熱量; 2. 提供雙層中空低幅射玻璃及遮蔽裝置; 3. 選用貼有能源效益標籤的分體式空調機組、高效能電梯及雨水收集系統; 及降低窗牆比率。

Part II: The predicted annual energy use of the proposed building/ part of building (Note 1) **第 II 部分: 擬興建樓宇/部分樓宇預計每年能源消耗量 (註腳 1):-**					
Location 位置	Internal Floor Area Served (m²) 使用有關裝置的內部樓面面積 (平方米)	Annual Energy Use of Baseline Building (Note 2) 基線樓宇每年能源消耗量 (註腳2)		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年
Area served by central building services installation (Notes 3) 有使用中央屋宇裝備裝置(註腳3)的部份	26962.30	158.90	Not Applicable 不適用	140.70	Not Applicable 不適用

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD) **第III部分: 以下裝置乃按機電工程署公布的相關實務守則設計:-**			
Type of Installations 裝置類型	YES 是	NO 否	N/A 不適用
Lighting Installations 照明裝置	√		
Air Conditioning Installations 空調裝置	√		
Electrical Installations 電力裝置	√		
Lift & Escalator Installations 升降機及自動梯的裝置	√		
Performance-based Approach 以總能源為本的方法			√

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Notes:

1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.

   The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where:
   (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus New Buildings (current version); and
   (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" in the BEAM Plus New Buildings (current version).
3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

註腳:

1. 一般而言，一棟樓宇的預計"每年能源消耗量"愈低，其節約能源的效益愈高。如一棟樓宇預計的 "每年能源消耗量" 低於該樓宇的 "基線樓宇每年能源消耗量"，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。

   預計每年能源消耗量 [以耗電量 (千瓦小時/平方米/年) 及煤氣/石油氣消耗量 (用量單位/平方米/年) 計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中:-
   (a) "每年能源消耗量" 與新建樓宇BEAM Plus 標準 (現行版本) 的「年能源消耗」具有相同涵義；及
   (b) 樓宇、空間或單位的 "內部樓面面積"，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. "基準樓宇" 與新建樓宇BEAM Plus 標準 (現行版本) 的 " 基準建築物模式 (零分標準)" 具有相同涵義。
3. "中央屋宇裝備裝置"與機電工程署發出的《屋宇裝備能源效益實務守則》中的涵義相同。

DATE OF PRINTING OF SALES BROCHURE
售樓說明書印製日期

Date of printing of Sales Brochure: 23rd July 2019

售樓說明書印製日期：2019年7月23日

CHANGES
改變

There may be future changes to the Phase and the surrounding areas.

期數及其周邊地區日後可能出現改變。

EXAMINATION RECORD
檢視記錄

Examination/Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
30 August 2019 2019年8月30日	AL09, AL13, AL21	Floor Plans of Residential Properties in the Phase are updated. 更新期數的住宅物業的樓面平面圖。
	AQ17	Summary of Land Grant is updated. 更新批地文件的摘要。
	AX59, AX61, AX63	Fittings, Finishes and Appliances are updated. 更新裝置、裝修物料及設備。
30 October 2019 2019年10月30日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
	AK	Layout Plan of the Development is updated. 更新發展項目的布局圖。
	AN02	Floor Plan of Parking Spaces in the Phase is updated. 更新期數中的停車位的樓面平面圖。
	AX50	Fittings, Finishes and Appliances is updated. 更新裝置、裝修物料及設備。
23 January 2020 2020年1月23日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
23 April 2020 2020年4月23日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
23 July 2020 2020年7月23日	AC	Information on the Phase is updated. 更新期數的資料。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AK	Layout Plan of the Development is updated. 更新發展項目的布局圖。
	AN01	Floor Plan of Parking Spaces in the Phase is updated. 更新期數中的停車位的樓面平面圖。
	AP01, AP04	Summary of Deed of Mutual Covenant are updated. 更新公契的摘要。
	AQ17, AQ31	Summary of Land Grant are updated. 更新批地文件的摘要。
	AW	Inspection of Plans and Deed of Mutual Covenant is updated. 更新閱覽圖則及公契。
	BJ01 - BJ03	Information Required by the Director of Lands to be set out in the Sales Brochure as a condition for giving the Presale Consent are deleted. 取消地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料。

EXAMINATION RECORD
檢視記錄

Examination/Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
21 October 2020 2020年10月21日	AD	Information on Vendor and Others Involved in the Phase is updated. 更新賣方及有參與期數的其他人的資料。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI04	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
21 January 2021 2021年1月21日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI05 - AI08	Aerial Photograph of the Phase are added. 新增期數的鳥瞰照片。
19 April 2021 2021年4月19日	AE01 - AE02	Relationship Between Parties Involved in the Phase are updated. 更新有參與期數的各方的關係。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI02	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
	AI03 - AI06	Aerial Photograph of the Phase are deleted. 取消期數的鳥瞰照片。
	AI07 - AI08	Page numbers of Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片的頁次。
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
	BG03	Information in Application for Concession on Gross Floor Area of Building is updated. 更新申請建築物總樓面面積寬免的資料。
16 July 2021 2021年7月16日	AD	Information on Vendor and Others Involved in the Phase is updated. 更新賣方及有參與期數的其他人的資料。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI04	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
15 October 2021 2021年10月15日	AB01 - AB06	Notes to Purchasers of First-hand Residential Properties are updated. 更新一手住宅物業買家須知。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
14 January 2022 2022年1月14日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。

EXAMINATION RECORD
檢視記錄

Examination/Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
13 April 2022 2022年4月13日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AJ01 - AJ02	Outline Zoning Plan relating to the Development are updated. 更新關乎發展項目的分區計劃大綱圖。
	AJ05 - AJ06	Outline Zoning Plan relating to the Development are deleted. 取消關乎發展項目的分區計劃大綱圖。
11 July 2022 2022年7月11日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
11 October 2022 2022年10月11日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI05 - AI06	Aerial Photograph of the Phase are added. 新增期數的鳥瞰照片。
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
10 January 2023 2023年1月10日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
6 April 2023 2023年4月6日	AB03, AB06	Notes to Purchasers of First-hand Residential Properties are updated. 更新一手住宅物業買家須知。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI03	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
	AI04 - AI06	Aerial Photograph of the Phase are deleted. 取消期數的鳥瞰照片。
	-	A blank page is deleted. 取消空白頁
	AJ02	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
5 July 2023 2023年7月5日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI03	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
	AI04	Aerial Photograph of the Phase is added. 新增期數的鳥瞰照片。
	-	A blank page is added. 新增空白頁
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。

EXAMINATION RECORD
檢視記錄

Examination/Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
4 October 2023 2023年10月4日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	BG01 - BG05	Information in Application for Concession on Gross Floor Area of Building are updated. 更新申請建築物總樓面面積寬免的資料。
3 January 2024 2024年1月3日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
2 April 2024 2024年4月2日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
28 June 2024 2024年6月28日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI04	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
27 September 2024 2024年9月27日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
23 December 2024 2024年12月23日	AD	Information on Vendor and Others Involved in the Phase is updated. 更新賣方及有參與期數的其他人的資料。
	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AI01 - AI04	Aerial Photograph of the Phase are updated. 更新期數的鳥瞰照片。
	AI05 - AI06	Aerial Photograph of the Phase are added. 新增期數的鳥瞰照片。
	AJ01	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
	BG01 - BG02	Information in Application for Concession on Gross Floor Area of Building are updated. 更新申請建築物總樓面面積寬免的資料。
21 March 2025 2025年3月21日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
20 June 2025 2025年6月20日	AH	Location Plan of the Development is updated. 更新發展項目的所在位置圖。
	AJ02	Outline Zoning Plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。