

SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

1. Summary of the provisions of the deed of mutual covenant (“DMC”) that deal with the common parts of Phase 1 of the Development :-

“Common Areas” mean the Estate Common Areas, the Residential Car Park Common Areas and the Residential Common Areas.

“Common Facilities” mean the Estate Common Facilities, the Residential Car Park Common Facilities and the Residential Common Facilities.

“Estate Common Areas” are the whole of the Lot and the Estate which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, Residential Car Park Common Areas or Residential Common Areas) and shall include but not limited to :-

(a) part of the Pink Cross Hatched Black Areas;

(b) such part of the Slope and Retaining Structures (if any) within the Lot;

(c) caretaker’s quarter, owners’ committee office, emergency generator rooms, loading and unloading areas, management offices, fire service control room, refuse storage and material recovery chamber, refuse storage and material recovery room, lift shafts, lift pits, lift lobbies, corridors, staircases, flat roofs (which do not form part of the Units and the Residential Common Areas), switch rooms, pipe and/or cable ducts (which do not form part of the Units and the Residential Common Areas), water pump rooms, water tank rooms, plant rooms, meter rooms, transformer rooms, high-voltage switch rooms, fuel tank room, extra-low voltage electrical rooms, electrical rooms, staircase pressurization fan rooms, smoke extraction fan rooms, fan rooms, pavements, ramps, driveways, passages in the Estate, telecommunications and broadcasting (TBE) rooms and areas for installation or use of aerial broadcast distribution facilities and telecommunications network facilities;

(d) the lay-by and taxi stand provided or to be provided for the picking up and setting down of passengers from motor vehicles (including taxis) pursuant to Special Condition No.(49)(a)(iii) of the Government Grant;

(e) the loading and unloading spaces;

(f) the External Walls of the building on Site B from Ground Floor level to 3rd Floor level;

(g) such areas forming parts of the Items;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, Residential Car Park Common Areas or Residential Common Areas).

“Estate Common Facilities” are:

(a) Such of the surface channel with cover, drains, pipes, gutters, wells (if any), sewers, wires and cables, aerial broadcast distribution facilities, telecommunications network facilities, electrical and mechanical installation servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Estate through which water, sewage, gas, electricity and any other services are supplied to the Lot and the Estate or any part or parts thereof;

(b) Lighting facilities including lamp posts, façade lighting within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;

(c) Fire prevention and fire fighting installations and equipment within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;

(d) Security system installations and equipment;

(e) Lift installations and equipment;

(f) Such facilities and systems forming parts of the Items;

and other facilities and systems for the common use and benefit of the Lot and the Estate and not

for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term “Estate Common Facilities” shall not include those facilities, equipment and other like structures forming part of the Residential Car Park Common Facilities or the Residential Common Facilities.

“Residential Car Park Common Areas” are the parts of the Lot and the Estate (excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Car Parks and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Residential Car Park and shall include but not limited to entrances, ramps, driveways, access areas, circulation passages, staircases and fan rooms.

“Residential Car Park Common Facilities” are those facilities and equipment for the common use and benefit of the Owners of the Residential Car Parks (as defined in the DMC) but not other parts of the Estate and not for the use and benefit of a particular Residential Car Park exclusively and shall include but not limited to electrical and mechanical installation, plant and machinery, drop-gate, mechanical ventilation system and security system.

“Residential Common Areas” are the parts of the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units of the Estate and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit and shall include but not limited to :-

(a) the Recreational Areas;

(b) the Private Open Space;

(c) Visitors’ Car Parks;

(d) logistic rooms, residential shuttle lift lobbies, water feature pools, transfer plates, residential entrance lobbies, lift lobbies, corridors, staircases, lift shafts, lift pits, escalator pits, service lift lobby, meter rooms, plant rooms, pipe ducts (which do not form part of the Units and the Estate Common Areas), flat roofs (which do not form part of the Units and the Estate Common Areas), roofs (which do not form part of the Units), air-conditioning platforms, top roofs, refuse rooms, refuse storage and material recovery rooms, refuge floors, lift machine rooms, water pump rooms, booster pump rooms, water tank rooms, switch rooms, meter rooms, meter cabinets, electrical rooms, electrical/telephone duct rooms, fan rooms, parapet walls, filtration plant rooms, planter areas, planters, variable refrigerant volume system plant rooms and telecommunications and broadcasting (TBE) rooms and areas for installation or use of telecommunications network facilities;

(e) wider common corridors and lift lobbies for the purpose of identification shown and coloured light green stippled black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

(f) the External Walls of the Towers;

(g) the External Walls of the building on Site B from 5th Floor level to 6th Floor level; and

(h) any structural or load bearing element of the Estate which only serves or supports the Residential Units (or any or some of them) and external finishes of the Estate attached to such structural or load bearing element;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit.

“Residential Common Facilities” are the facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to the Recreational Facilities, water tanks, water pumps, drains, pipes, gutters, sewers, fire prevention and firefighting system, wires

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and cables, electrical equipment, air-conditioning or mechanical ventilation installation, lighting, security system, gondola system, gas pipes, air-conditioning system, telecommunications network facilities, lifts, escalators and sanitary fittings and installations for the use and benefit of the Residential Units.

“Items” mean the items including :-

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

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

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

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

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate on the Lot

as referred to in Special Condition No.(31)(a) of the Government Grant.

“Recreational Areas” are the areas intended for recreational use by the residents of the Residential Units and their bona fide visitors which shall include but not limited to bowling alley, game rooms, table tennis room, gymnasium, children play rooms, billiard room, function room, karaoke room, steam and sauna, sitting areas, circulation area, changing rooms, reception, lavatories, pantry and stores on 2/F of Site A and entrance foyers, sitting area, circulation area, outdoor swimming pool and poolside deck on 5/F of Site A; and indoor swimming pool, pool deck, fitness rooms, sauna, circulation area, changing rooms and lavatory on 5/F of Site B.

“Recreational Facilities” are the recreational facilities and facilities ancillary thereto provided or installed for recreational use by the residents of the Residential Units and their bona fide visitors pursuant to Special Condition No.(35)(a) of the Government Grant.

“Private Open Space” are the open spaces provided in the Lot pursuant to Special Condition No.(36) of the Government Grant.

“Visitors’ Car Parks” are the car parking spaces provided pursuant to Special Condition No.(48)(a) (iii) of the Government Grant as shown on the (Site A) Basement 5 Floor Plan (certified as to their accuracy by the Authorized Person) annexed to the DMC and thereon coloured brown for the purpose of identification only.

The meanings of capitalized terms mentioned above are set out below:

“Estate” means the whole of the development on and/or in the Lot known as “THE AVENUE (滙)” comprising Commercial Accommodation, Residential Car Parks on Basement 5 Floor on Site A, three towers of Residential Units on Site A, one tower of Residential Units on Site B, Site B

Commercial Area, Government Accommodation, the Common Areas and the Common Facilities including the Recreational Areas on 2nd to 5th Floors on Site A and on 5th Floor on Site B.

“Lot” means Inland Lot No.9018.

“Pink Cross Hatched Black Areas” means the areas referred to in Special Condition No.(9) of the Government Grant and for identification purpose shown coloured pink cross-hatched black on Plan I annexed to the Government Grant.

“Site A” means portion of the Lot as shown and marked “SITE A” on Plan I annexed to the Government Grant.

“Site B” means portion of the Lot as shown and marked “SITE B” on Plan I annexed to the Government Grant.

2. The number of undivided shares assigned to each residential property in Phase 1 of the Development is set out in the **Table** below.

3. Subject to the provisions of the Building Management Ordinance, the management of the Lot and the Estate shall for an initial period of 2 years from the date of the DMC be undertaken by the Management Company named in the DMC subject to termination at any period of time during its term of appointment (i) by the said management company by giving not less than 3 calendar months’ notice in writing to the Owners’ Committee or if there is no Owners’ Committee to all the Owners or (ii) by the Owners’ Committee (prior to formation of the Owners’ Corporation) without compensation by giving not less than 3 calendar months’ notice in writing to the said management company and by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners’ meeting and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding those allocated to the Common Areas and the Common Facilities).

4. The Owners of each of the Units (save and except the Owner of the Government Accommodation) shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares allocated to their Units. Where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Residential Car Park Common Areas, Residential Common Facilities or Residential Car Park Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate (save and except the Owner of the Government Accommodation) in proportion to the number of Management Shares held by them. Where any expenditure relates solely to or is solely for the benefit of the Residential Units (but not any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities, the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them.

5. The management fee deposit in respect of each Unit shall be a sum equivalent to 3 months’ Management Fee for the Unit payable in accordance with the budget for the 1st year.

6. Area (if any) in Phase 1 of the Development retained by the Owner (Urban Renewal Authority) for its own use : Not Applicable

Unless otherwise defined in the sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the DMC.

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1. 處理發展項目第一期的公用部分的公契(「公契」)的條文的摘要：—

「**公用地方**」指「屋苑公用地方」、「住宅停車場公用地方」及「住宅公用地方」。

「**公用設施**」指「屋苑公用設施」、「住宅停車場公用設施」及「住宅公用設施」。

「**屋苑公用地方**」指地段和屋苑的全部，其未專門分配予個別業主或供個別業主專用，而是旨在或意在為業主共同使用和利益而設（不屬於單位、住宅停車場公用地方或住宅公用地方），包括但不限於：

(a)部分粉紅色黑交叉斜線範圍；
(b)地段內的斜坡及護土構築物部分（如有）；
(c)管理員宿舍、業主委員會辦事處、緊急發電機室、裝卸區、管理辦事處、消防控制室、垃圾儲存及物料回收房、垃圾儲存及物料回收室、升降機井、升降機井底坑、升降機大堂、走廊、樓梯、平台（不屬於單位及住宅公用地方）、電掣房、管道及／或電纜管道（不屬於單位及住宅公用地方）、水泵房、水箱房、機房、電錶房、變壓器房、高壓電掣房、油箱房、超低壓電力室、電力室、樓梯加壓風機房、排煙風機房、風機房、行人道、斜路、行車道、屋苑內的通道、電訊廣播設備室及安裝或使用天線廣播分佈設施及電訊網絡設施的區域；
(d)依據批地文件特別條款第(49)(a)(iii)條提供或擬提供作汽車（包括的士）上落客的車輛停泊處和的士站；
(e)裝卸位置；
(f)B區上的建築物地下至3樓的外牆；
(g)屬於構成項目一部分的該等區域；
及在地段和屋苑內，旨在或意在為業主共同使用和利益，而非專門分配予個別業主或供個別業主專用的《建築物管理條例》（第344章）附表1指明的所有其他公用部份（如有）（不屬於單位、住宅停車場公用地方或住宅公用地方）。

「**屋苑公用設施**」指：

(a)帶蓋的明渠、排水渠、管道、雨水渠、水井（如有）、污水渠、電線及電纜、天線廣播分佈設施、電訊網絡設施、用於屋苑公用地方的機電裝置及其他服務設施，不論是否在管道中，而且在地段和屋苑之內、之下、之上或穿過地段和屋苑，或在任何時間可能如此，而水、污水、氣體、電及任何其他服務透過前述項目供應到地段和屋苑或其中任何一個或多個部分；
(b)包括屋苑內的燈柱及外觀照明在內，為地段和屋苑的使用和利益，而非為特定單位的使用或利益而設的照明設施；
(c)在屋苑內，為地段和屋苑的使用和利益，而非為特定單位的使用或利益而設的防火及滅火裝置及設備；
(d)保安系統裝置及設備；
(e)升降機裝置及設備；
(f)屬於項目一部分的設施和系統；
及為地段和屋苑的共同使用和利益，而非專為特定單位的使用或利益而設的其他設施和系統。
為免生疑問，「屋苑公用設施」一詞不包括屬於住宅停車場公用設施或住宅公用設施一部分的設施、設備及其他類似結構。

「**住宅停車場公用地方**」指旨在或意在為住宅停車場業主的共同使用和利益而設，而非專門分配予特定住宅停車場業主或供其專用的地段和屋苑中（不包括獲建築事務監督批准的停車場平面圖所示和所劃分的停車位）的部分，以及《建築物管理條例》（第344章）附表1指明的地段和屋苑中的所有其他公用部分（如有），包括但不限於入口、斜坡、行車道、出入區域、循環通道、樓梯及通風機房。

「**住宅停車場公用設施**」指為住宅停車場（如公契所定義）（但非屋苑的其他部分）業主的共同使用和利益，而非專為特定住宅停車場業主的使用和利益而設的設施及設備，包括但不限於機電裝置、機器與設備、橫杆吊閘、機械通風系統及保安系統。

「**住宅公用地方**」指在地段和屋苑中，旨在或意在為屋苑的住宅單位業主的共同使用和利益而設，而非專門分配予某住宅單位業主或供其專用的部分，包括但不限於：

(a)康樂區域；
(b)私人休憩用地；
(c)訪客停車位；
(d)後勤室、住宅升降機大堂、水景池、轉換層、住宅入口大堂、升降機大堂、走廊、樓梯、升降機井、升

降機井底坑、扶手電梯坑、載貨升降機大堂、電錶房、機房、管槽（不屬於單位及屋苑公用地方）、平台（不屬於單位及屋苑公用地方）、天台（不屬於單位）、空調平台、頂層天台、垃圾房、垃圾儲存及物料回收室、庇護層、升降機機房、水泵房、增壓泵房、水箱房、電掣房、電錶房、電錶櫃、電力房、電線／電話線槽室、風機房、護牆、濾水機房、花槽區、花槽、變冷媒空調系統機房、電訊廣播設備室及安裝或使用電訊網絡設施的區域；

(e)加闊公用走廊及升降機大堂，為識別目的在公契夾附圖則（其準確性經認可人士核實）中以淺綠色綴黑點標示；

(f)大廈外牆；

(g) B區上的建築物5樓至6樓的外牆；及

(h)屋苑中僅服務或支撐住宅單位（或任何或部分住宅單位）的任何結構或承重構件，附於該結構或承重構件的屋苑的任何外牆批盪；

及旨在或意在為住宅單位業主的共同使用和利益而設，而非專門分配予某住宅單位業主或供其專用的《建築物管理條例》（第344章）附表1指明的地段和屋苑中的所有其他公用部分（如有）。

「**住宅公用設施**」指為住宅單位業主的共同使用和利益，而非專為特定住宅單位的使用和利益而設的設施及輔助設備，包括但不限於為住宅單位的使用和利益而設的康樂設施、水箱、水泵、排水渠、管道、雨水渠、污水渠、防火及滅火系統、電線及電纜、電力設備、空調或機械通風裝置、照明、保安系統、吊船系統、氣體喉管、空調系統、電訊網絡設施、升降機、扶手電梯及衛生設備及裝置。

「**項目**」指包括以下的項目：

在批地文件特別條款第(31)(a)條提及的：

(i) 政府房舍的外飾面和政府房舍之內、周圍、內部、之上及之下的一切牆壁、支柱、大樑、天花、屋頂板、路軌或樓板及其他結構件；

(ii) 服務政府房舍和在地段上的屋苑的餘下部分的一切升降機、扶手電梯及樓梯；

(iii) 構成服務政府房舍和在地段上的屋苑的餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於手提式及固定消防裝置設備）；

(iv) 政府房舍下面的所有結構板連同其內和其下的排水系統；及

(v) 服務政府房舍和在地段上的屋苑的餘下部分的一切其他公用部分及設施。

「**康樂區域**」指供住宅單位的住客及其真正訪客作康樂用途的區域，包括但不限於保齡球場、遊戲室、乒乓球室、健身室、兒童遊戲房、桌球室、活動室、卡拉OK室、蒸氣及桑拿、休息區域、通道地方、更衣室、接待處、洗手間、在A區2樓的食品儲藏室及儲物室、在A區5樓的入口區域、休息區域、通道地方、室外游泳池及池畔平台；及在B區5樓室內游泳池、泳池平台、健身室、桑拿、通道地方、更衣室及洗手間。

「**康樂設施**」指依據批地文件特別條款第(35)(a)條為住宅單位的住客及其真正訪客作康樂用途使用而提供或安裝的康樂設施及附屬設施。

「**私人休憩用地**」指依據批地文件特別條款第(36)條在地段內提供的休憩用地。

「**訪客停車位**」指依據批地文件特別條款第(48)(a)(iii)條提供，在附於公契的（A區）地庫5樓樓層圖則（其準確性經認可人士核實）中以棕色顯示僅作識別用途的停車位。

上述在英文版本中以大楷顯示的用詞的意義列出如下：

「**屋苑**」指在地段上及/或內名為「**THE AVENUE(薈漣)**」的整個發展項目，包括商業樓宇，A區地庫5樓的住宅停車場，A區3座住宅單位，B區1座住宅單位，B區商業範圍，政府房舍，公用地方及公用設施包括A區2至5樓及B區5樓的康樂區域。

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「地段」指內地段9018號。

「粉紅色黑交叉斜線範圍」指在批地文件特別條款第(9)條提及並在附於批地文件圖則I以粉紅色黑交叉斜線顯示的範圍，以供識別。

「A區」指在附於批地文件圖則I以「A區」標示的地段部份。

「B區」指在附於批地文件圖則I以「B區」標示的地段部份。

2. 分配予發展項目第一期中每個住宅物業的不分割份數的數目如**下表**所列。

3. 在《建築物管理條例》條文的規限下，公契內指定的管理公司將於公契日期起為期2年的初始期間內承擔管理地段及屋苑，但上述管理公司的任期將隨時按以下方式終止：(i)上述管理公司至少提前3個曆月以書面形式通知業主委員會或（如沒有業主委員會）所有業主，或(ii)業主委員會（在業主立案法團成立之前）至少提前3個曆月以書面形式通知上述管理公司，以及藉由在業主會議上親自或委派代表表決的業主多數票通過，並得到總共擁有不少於50%不分割份數（不包括分配予公用地方及公用設施的份數）的業主支持的決議，而無需給予上述管理公司補償。

4. 各單位的業主（政府設施的業主除外）應提前按月向管理人支付分配至其單位的管理份數相稱的管理費。若任何開支涉及地段和屋苑（但並不只涉及或不只供任何單位、住宅公用地方、住宅停車場公用地方、住宅公用設施或住宅停車場公用設施的利益）、屋苑公用地方及／或屋苑公用設施或為前述各項的利益而支出，該開支的總金額應由屋苑的所有業主（政府設施的業主除外）根據其持有的管理份數數目按比例分攤。若任何開支僅涉及住宅單位（但非任何特定住宅單位）、住宅公用地方及／或住宅公用設施或完全為前述各項的利益而支出，該開支的總金額應由住宅單位業主根據其持有的管理份數數目按比例分攤。

5. 各單位的管理費按金額應相當於3個月的按照首年預算該單位應付的管理費。

6. 擁有人（市區重建局）在發展項目第一期中保留作自用的範圍（如有）：不適用。

除在售樓說明書另有定義，在上述英文版本中以大楷顯示的用詞將等同於公契內該用詞的意義。

Allocation of Undivided Shares of Residential Properties in Phase 1 of the Development 發展項目第一期住宅物業之不分割份數的分配

TOWER 座數	FLOOR 樓層	THE ALLOCATION OF UNDIVIDED SHARES 不分割份數分配							
		A	B	C	D	E	F	G	H
5	7/F	25	24	25	21	28	24	18	24
	8/F	25	24	25	20	28	24	18	23
	9/F	25	24	25	20	28	24	18	23
	10/F	25	24	25	20	28	24	18	23
	11/F	25	24	25	20	28	24	18	23
	12/F	25	24	25	20	28	24	18	23
	15/F	25	24	25	20	28	24	18	23
	16/F	25	24	25	20	28	24	18	23
	17/F	25	24	25	20	28	24	18	23
	18/F	25	24	25	20	28	24	18	23
	19/F	25	24	25	20	28	24	18	23
	20/F	25	24	25	20	28	24	18	23
	21/F	25	24	25	20	28	24	18	23
	22/F	25	24	25	20	28	24	18	23
	23/F	25	24	25	20	28	24	18	23
	25/F	25	24	25	20	28	24	18	23
	26/F	25	24	25	20	28	24	18	23
27/F	25	24	25	20	28	24	18	23	
28/F	25	24	25	20	28	24	18	23	
29/F	25	24	25	20	28	24	18	23	
30/F	25	24	25	20	28	24	18	23	
31/F	25	24	25	20	28	24	18	23	
32/F	82	49	51	-	-	-	-	-	

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1. The lot number of the land on which Phase 1 of the Development is situated: Inland Lot No.9018 (“**lot**”)
2. Term of years under the Conditions of Exchange No.20099 as varied or modified by the Modification Letter Memorial No.11090201480075 and the Modification Letter Memorial No.13070502870013 (“**Land Grant**”): 50 years from 25th February 2010.
3. 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, petrol filling station and hotel) purposes.
4. Special Condition No.(5)(a) provides that the Grantee (excluding The Financial Secretary Incorporated (“**FSI**”)) shall:
 - (i) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve and in all respects to the satisfaction of the Director of Lands:
 - (I) lay, form and landscape (as the Director of Lands may require) those portions of future public roads shown coloured green (“**the Green Areas**”) and green stippled black (“**the Green Stippled Black Area**”) on Plan I annexed to the Land Grant (“**the said Plan I**”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, roundabout, lay-by, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require (“**the Structures**”) so that building, vehicular and pedestrian traffic may be carried on the Green Areas and the Green Stippled Black Area;
 - (ii) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands), at his own expense and to the satisfaction of the Director of Lands, surface, kerb and channel the Green Areas and the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director of Lands may require; and
 - (iii) maintain at his own expense the Green Areas and the Green Stippled Black Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings, landscaped works and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Areas and the Green Stippled Black Area have been re-delivered to the Government.
5. Special Condition No.(5)(d) provides that the Green Areas and the Green Stippled Black Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director of Lands indicating that the conditions of the Land Grant have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Area or any part or parts thereof allow free access over and along such areas for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(5) or otherwise.
6. Special Condition No.(6)(a) provides that before the re-delivery of the Green Stippled Black Area to the Government, the Grantee shall at all times during day and night permit vehicular and pedestrian access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over the area shown coloured pink stippled black on the said Plan I.
7. Special Condition No.(7)(b) provides that the Grantee (excluding FSI) shall:
 - (i) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands) at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve and in all respects to the satisfaction of the Director of Lands:
 - (I) lay and form the area shown coloured pink hatched blue on the said Plan I or such other nearby area of the lot as may be approved or required by the Director of Lands (“**the Turnaround and Lay-by Area**”); and
 - (II) provide and construct (A) such portions of roundabout, lay-by, culverts, roads or such other structures as the Director of Lands in his sole discretion may require (“**the Turnaround and Lay-by Area Structures**”) so that vehicular traffic may be carried on the Turnaround and Lay-by Area; and (B) a pavement having a width of not less than 1.6 metres alongside the Turnaround and Lay-by Area with the alignment shown coloured pink cross-hatched blue on the said Plan I or at such other nearby location as may be approved or required by the Director of Lands (“**the Pavement**”) so that pedestrian traffic may be carried on the Pavement;
 - (ii) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands), at his own expense and to the satisfaction of the Director of Lands, surface, kerb and channel the Turnaround and Lay-by Area and the Pavement and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director of Lands may require;
 - (iii) manage and maintain at his own expense and in all respects to the satisfaction of the Director of Lands:
 - (I) the Turnaround and Lay-by Area together with the Turnaround and Lay-by Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein (“**the Area, Structures, Services and Facilities**”);
 - (II) the Pavement together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture and road markings installed and provided thereon or therein.The expression “Grantee” shall exclude his assigns for the purpose of sub-clause (b)(iii)(I) of Special Condition No.(7) only.
8. Special Condition No.(7)(e) provides that the Grantee shall at all times throughout day and night:
 - (i) permit vehicular access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over the Turnaround and Lay-by Area; and

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- (ii) permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement
- provided that picking up and setting down of passengers is not permitted on the Turnaround.
9. Special Condition No.(7)(j) provides that when called upon so to do by the Director of Lands, the Grantee (excluding his assigns) shall forthwith free of cost and consideration allow and facilitate the Government to take up and assume the management and maintenance responsibility of the Turnaround and Lay-by Area, the Turnaround and Lay-by Area Structures and those structures, services and facilities referred to in sub-clause (b)(iii)(I) of Special Condition No.(7) on such terms and conditions as may be required by the Government. It is agreed that the Government shall not be compelled to take up and assume the management and maintenance responsibility as aforesaid.
10. Special Condition No.(8)(b) provides that the Grantee (excluding FSI) shall:
- (i) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands) at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve and in all respects to the satisfaction of the Director of Lands:
- (I) lay, form and landscape the area shown coloured pink hatched black on the said Plan I (“**the Pink Hatched Black Area**”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require or approve (“**the Pedestrian Street Structures**”)
- so that pedestrian traffic may be carried on the Pink Hatched Black Area;
- (ii) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands), at his own expense and to the satisfaction of the Director of Lands, surface, kerb and channel the Pink Hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, street furniture and road markings as the Director of Lands may require; and
- (iii) manage and maintain at his own expense the Pink Hatched Black Area together with the Pedestrian Street Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, street furniture, road markings, landscaped works and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands.
11. Special Condition No.(8)(e) provides that the Grantee shall at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pink Hatched Black Area.
12. Special Condition No.(9)(b) provides that the Grantee (excluding FSI) shall:
- (i) within 72 calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director of Lands) at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve and in all respects to the satisfaction of the Director of Lands lay and form the areas shown coloured pink cross-hatched black on the said Plan I (“**the Pink Cross Hatched Black Areas**”) so that vehicular and pedestrian traffic may be carried on the Pink Cross Hatched Black Areas; and
- (ii) within 72 calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director of Lands) at his own expense and to the satisfaction of the Director of Lands surface, kerb and channel the Pink Cross Hatched Black Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director of Lands may require; and
- (iii) manage and maintain at his own expense the Pink Cross Hatched Black Areas in all respects to the satisfaction of the Director of Lands.
13. Special Condition No.(9)(d) provides that the Grantee shall at all times during day and night (i) permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; and (ii) permit vehicular access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over such part or parts of the Pink Cross Hatched Black Areas as the Director of Lands may approve or require.
14. Special Condition No.(10)(b) provides that the Grantee shall within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director of Lands) at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall require or approve and in all respects to the satisfaction of the Director of Lands lay, form and landscape the areas shown coloured brown on the said Plan I (“**the Brown Areas**”) and construct paved ways with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures on the Brown Areas over and along which rights of way referred to in sub-clause (a) of Special Condition No.(10) is given so that pedestrian traffic can be carried thereon.
15. Special Condition No.(10)(c) provides that save the Brown Areas Services defined in sub-clause (g) of Special Condition No.(10) and the Proposed Subway (as defined in the Land Grant), the Subway Connection Works (as defined in the Land Grant) and the structures referred to in sub-clause (h) of Special Condition (10), the Grantee shall at his own expense uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
16. Special Condition No.(12)(a) provides that the Grantee (excluding his assigns) shall (i) within 18 calendar months from the date of possession of the area shown coloured yellow on the said Plan I (“**the Yellow Area**”) (or such other extended periods as may be approved by the Director of Lands) at his own expense and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director of Lands form, provide and landscape in such manner, with such materials and to such standards, levels, alignment and design as the Director of Leisure and Cultural Services in his absolute discretion may require a stratum comprising the portion of the area shown coloured pink hatched green on the said Plan I at the ground level or levels, the ground surface thereof and the whole of the airspace thereabove (“**the Reserved Area**”) and the Yellow Area (together with such structures, installations and other facilities as the Director of Leisure and Cultural Services in his absolute discretion may require) for the purpose of a public open space having an area of not less than 335 square metres (“**the**

- Reprovisioned Public Open Space**"); and (ii) thereafter at his own expense uphold, manage and maintain the Reserved Area and the Yellow Area and everything forming a portion thereof in good repair and condition and in all respects to the satisfaction of the Director of Lands until such time as possession of the Reserved Area and the Yellow Area shall have been re-delivered to the Government.
17. Special Condition No.(12)(d) provides that the Reserved Area and the Yellow Area shall be re-delivered to the Government by the Grantee on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director of Lands indicating that the conditions of the Land Grant have been complied with to his satisfaction.
18. Special Condition No.(13) provides that the Grantee shall develop the lot by the erection thereon of a building or buildings to be completed and made fit for occupation on or before 31st March 2016.
19. Special Condition No.(15) provides that no tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director of Lands who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
20. Special Condition No.(16)(c) provides that the Grantee (excluding FSI) shall at his own expense landscape the lot, the Brown Areas, the Green Areas, the Green Stippled Black Area, the Yellow Area and the Reserved Area in accordance with the approved landscape master plan as referred to in Special Condition No.(16).
21. Special Condition No.(16)(d) provides that the Grantee (excluding FSI) shall at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director of Lands provided that the aforesaid shall not apply to landscaped works within an area which has been re-delivered to the Government under the conditions of the Land Grant.
22. Special Condition No.(18)(a) provides that the Grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules annexed to the Land Grant and the plans approved under Special Condition No.(19)(a) of the Land Grant, the following accommodation:
- (i) a residential care home for the elderly cum a community support service centre ("**the RCHE cum CSSC**") to be provided within Site B (as defined in the Land Grant) with a total net operational floor area of not less than 1,096 square metres or such other floor area as may be approved in writing by the Director of Lands to be completed and made fit for occupation on or before the date specified in Special Condition No.(13);
 - (ii) one parking space to be provided within Site B measuring 7.6 metres in length and 3.0 metres in width with a minimum headroom of 2.8 metres serving exclusively the RCHE cum CSSC ("**the RCHE Parking Space**") to be completed and made fit for occupation on or before the date specified in Special Condition No.(13);
 - (iii) a refuse collection point ("**the Refuse Collection Point**") to be provided within Site B with a net operational floor area of not less than 579 square metres or such other floor area as may be approved in writing by the Director of Lands to be completed and made fit for occupation and operation on or before the date specified in Special Condition No.(13); and
 - (iv) a public toilet ("**the Public Toilet**") to be provided within Site A (as defined in the Land Grant) with a net operational floor area of not less than 131 square meters or such other floor areas as may be approved in writing by the Director of Lands to be completed and made fit for occupation and operation on or before the date specified in Special Condition No.(13)
- (which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding upon the Grantee) is collectively referred to as "**the Government Accommodation**").
23. Special Condition No.(28)(a) provides that without prejudice to the provisions of Special Condition No.(29), the Grantee (excluding his assigns) shall at all times until expiry of the Defects Liability Period referred to in Special Condition No.(29)(a), at his own expense maintain in good condition and in all respects to the satisfaction of the Director of Lands the Government Accommodation and the building services installations therefor.
24. Special Condition No.(31)(a) provides that the Grantee (excluding FSI) shall at his own expense but subject to any contribution by FSI as referred to in Special Condition No.(44)(a)(ii)(I) of the Land Grant and in all respects to the satisfaction of the Director of Lands maintain the following items ("**the Items**") : -
- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
25. Special Condition No.(32)(a) provides that the Grantee (excluding FSI) shall at his own expense submit or cause to be submitted to the Antiquities and Monuments Office of the Leisure and Cultural Services Department for its approval a conservation plan incorporating the conservation proposals for the existing buildings ("**the Historical Buildings**") erected within the portion of the lot shown coloured pink edged red on the said Plan I ("**the Pink Edged Red Area**").
26. Special Condition No.(32)(b) provides that the Grantee (excluding FSI) shall within 72 calendar months from the date of the Land Grant at his own expense and in all respects to the satisfaction of the Antiquities and Monuments Office of the Leisure and Cultural Services Department complete the conservations works of the Historical Buildings and thereafter keep maintain and repair in good condition the Historical Buildings in accordance with the approved conservation plan.

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27. Special Condition No.(33)(b) provides that the Grantee (excluding FSI) shall not use the existing projecting verandahs including supporting columns (“**the Projecting Verandahs**”) extending from the Historical Buildings onto, over and above the part of the Government land shown edged red stippled black on the said Plan I, or any part or parts thereof for any purposes other than for the purposes in connection with the Historical Buildings.
28. Special Condition No.(33)(c) provides that the Grantee (excluding FSI) shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Projecting Verandahs in good and substantial repair and condition.
29. Special Condition No.(33)(d) provides that the Grantee (excluding FSI) shall each year at his own expense appoint a registered building surveyor or a registered structural engineer or an authorized person to inspect the Projecting Verandahs and ensure that the Projecting Verandahs are structurally safe. All costs arising out of or in connection with the inspection shall be borne by the Grantee (excluding FSI).
30. Special Condition No.(36)(a) provides that the Grantee shall on or before the date specified in Special Condition No.(13) at his own expense and to the satisfaction of the Director of Lands provide within the lot open spaces of not less than 2,890 square metres (“**the Private Open Space**”). The Private Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities as the Director of Lands may require and in all respects to his satisfaction.
31. Special Condition No.(36)(b) provides that the Grantee shall at his own expense upkeep, maintain and manage the Private Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director of Lands.
32. Special Condition No.(37)(a) provides that the Grantee (excluding his assigns) shall on or before the date specified in Special Condition No.(13) at his own expense and to the satisfaction of the Director of Lands provide within the lot open spaces of not less than 2,665 square metres (“**the Public Open Space**”). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities as the Director of Lands may require and in all respects to his satisfaction.
33. Special Condition No.(37)(b) provides that the Grantee (excluding his assigns) shall at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director of Lands.
34. Special Condition No.(37)(c) provides that the Grantee (excluding his assigns) shall upon completion of construction of the Public Open Space permit all members of the public at all reasonable times during the day and night or within such time as the Director of Lands may at his sole discretion require for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without payment of any nature whatsoever.
35. Special Condition No.(47)(a) provides that, when called upon to do so by the Director of Lands, the Grantee (excluding FSI) shall at his own expense and within such time limit as shall be specified by the Director of Lands in all respects to the satisfaction of the Director of Lands provide and construct with such materials and to such standard, levels, disposition and design as may be required or approved by the Director of Lands and thereafter manage and maintain such structural supports and connections together with such escalators, lifts, stairway as may be required by the Director of Lands (“**the Future MTR Subway Associated Structures**”) for linking the lot with a subway to be constructed leading to the Wan Chai MTR Station (“**the Future MTR Subway**”) in the position between points A and B through C as shown and marked on the said Plan I or at such other point as may be approved in writing by the Director of Lands (“**the Location**”).
36. Special Condition No.(47)(d) provides that, when called upon to do so by the Director of Lands, the Grantee (excluding FSI) or the manager for the time being of the lot or the Owners’ Corporation in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director of Lands execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the lot to be connected to the Future MTR Subway as shall be required or approved by the Director of Lands. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding FSI only) and shall be carried out to the satisfaction of the Director of Lands.
37. Special Condition No.(47)(f) provides that the Grantee (excluding FSI) shall during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down the Future MTR Subway Associated Structures and to enter upon and pass and repass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Future MTR Subway or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.
38. Special Condition No.(48)(e)(i) and as approved by the Director of Lands as per his letter dated 8 March 2013, the Grantee shall provide within Site A and to the satisfaction of the Director of Lands not less than 59 spaces or such other number of spaces as may be approved by the Director of Lands. Special Condition No.(48)(e)(iii) provides that, subject to sub-clause (e) (iv) of Special Condition No.(48), the Grantee shall keep such spaces at all times available for the use by all members of the public for short-term parking of motor vehicles for a period not exceeding a calendar month at such fee or fees to be approved by the Director of Lands. Special Condition No.(48)(e)(iv) provides that not less than 24 of such spaces shall at all times be available for use by all members of the public for short-term parking of motor vehicles on an hourly basis at such fee or fees to be approved by the Director of Lands. Special Condition No.(48)(e)(v) provides that the location, management and operation of such spaces (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director of Lands. Special Condition No.(48)(e)(vi) provides that such spaces 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 in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
39. Special Condition No.(48)(f)(i) provides that not less than 50% of the spaces to be provided under Special Condition No.(49)(a)(i)(I) of the Land Grant or such other number of spaces as may be approved by the Director of Lands shall on each day from 20:00 to 08:00 be used for the parking of goods vehicles. Special Condition No.(48)(f)(ii) provides that the Grantee shall keep such spaces available for the use by all members of the public during the time and for the purposes stated in sub-clause (f)(i) of Special Condition No.(48) at such fee or fees to be approved by the Director of Lands. Special Condition No.(48)(f)(iii) provides that the location, management and operation of such spaces (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director of Lands. Special Condition No.(48)(f)(iv) provides that such spaces shall not be used for any purpose other than for the parking of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

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40. Special Condition No.(49)(a)(i)(II) provides that one space to be used by the occupiers of the building or buildings erected or to be erected on Site B (including RCHE cum CSSC) and their bona fide guests, visitors or invitees to be completed and made fit for occupation on or before the date specified in Special Condition No.(13) shall be provided within Site B to the satisfaction of the Director of Lands for the loading and unloading of goods vehicles.
41. Special Condition No.(49)(a)(ii) provides that space shall be provided within the lot to the satisfaction of the Director of Lands as lay-by to be provided within the Turnaround and Lay-by Area and the adjacent Green Areas measuring not less than 38 metres in length for the picking up and setting down of passengers from motor vehicles (including taxis) in such form, to such standard and at such location as the Director of Lands may require or approve.
42. Special Condition No.(49)(a)(iii) provides that space shall be provided within the lot to the satisfaction of the Director of Lands as lay-by and taxi stand to be provided within Site A measuring not less than 23 metres in length for the picking up and setting down of passengers from motor vehicles (including taxis) in such form, to such standard and at such location as the Director of Lands may require or approve.
43. Special Condition No.(56)(a) provides that where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment work of any kind whatsoever, 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 may 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 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 of Lands.
44. Special Condition No.(58) provides that 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 of Lands and shall supply to the Director of Lands such reports and information on all such monitoring works as the Director of Lands may from time to time in his absolute discretion require.
45. Special Condition No.(61) provides the following:
- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director of Lands such drains and channels, whether within the boundaries of the lot or on Government land, as the Director of Lands may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director of Lands 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 its own expense to the satisfaction of the Director of Lands and in such case any section of the said connection works which is constructed within the Government land shall be maintained by the Grantee at its 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.
46. Special Condition No.(62) provides that the Grantee (excluding FSI) shall:
- (a) maintain at his own expense the existing drainage within the lot and in use to the satisfaction of the Director of Lands until such time as sub-clause (b) of Special Condition No.(62) shall have been complied with all respects to the satisfaction of the Director of Lands;
- (b) (i) within such time limit as shall be specified by the Director of Lands at his own expense and in all respects to the satisfaction of the Director of Lands:
- (I) divert those existing drainage within the lot as required by the Director of Lands to such location or locations as may be required or approved by the Director of Lands (“**the Drainage Diversion Works**”);
- (II) provide, lay and construct such sewers, drains, culverts, manholes with covers, access and other structures for or in connection with the Drainage Diversion Works as the Director of Lands at his sole discretion may require, in such manner, at such levels, with such materials and to such standards, specifications and design as may be required or approved by the Director of Lands; and
- (ii) maintain at his own expense and in all respects to the satisfaction of the Director of Lands the Drainage Diversion Works and those services and facilities referred to in sub-clause (b)(i)(II) of Special Condition No.(62) in good and substantial repair and condition until the Grantee has complied with the conditions of the Land Grant in all respects to the satisfaction of the Director of Lands.
47. Special Condition No.(66) provides that 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.
48. Special Condition No.(67)(a) provides that the Grantee (excluding FSI) shall at his own expense and within such time limit as shall be specified by the Director of Lands in all respects to the satisfaction of the Director of Lands provide and construct within the lot with such materials and to such standard, levels, disposition and design as may be required or approved by the Director of Lands and thereafter manage and maintain such pedestrian subway connections together with such escalators, lifts, stairway as may be required by the Director of Lands (collectively referred to as “**the Proposed Subway Connections**”) to receive a proposed subway to be constructed leading from the building now known as Hopewell Centre erected on all that piece or parcel of ground known and registered in the Land Registry as Inland Lot No.8551 (which proposed subway is referred to as “**the Proposed Subway**”) in the position between points X1 and Y1 through Z1 as shown and marked on Plan A annexed to the Modification Letter registered in the Land Registry by Memorial No.13070502870013 or at such other point as may be approved in writing by the Director of Lands (“**the Connection Points**”).

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49. Special Condition No.(67)(d) provides that when called upon to do by the Director of Lands, the Grantee (excluding FSI) or the manager for the time being of the lot or the Owners' Corporation in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director of Lands execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the lot to be connected to the Proposed Subway as shall be required or approved by the Director of Lands. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding FSI only) and shall be carried out to the satisfaction of the Director of Lands.
50. Special Condition No.(67)(f) provides that the Grantee (excluding FSI) shall during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot or by wheelchair along, to and from, through, up and down the Proposed Subway Connections and to enter upon and pass and repass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.

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批地文件的摘要

- 發展項目第一期所處的地段編號：內地段第9018號（「**該地段**」）。
- 根據經在土地註冊處以註冊摘要編號為11090201480075號登記的修訂書及在土地註冊處以註冊摘要編號為13070502870013號登記的修訂書更改或修訂的換地條件20099號（「**批地文件**」）的年期：從2010年2月25日起50年。
- 該地段或其中任何部分，或該地段上建造或擬建造的任何建築物或其任何部分不得用於非工業（不包括貨倉、加油站及酒店）用途以外的任何用途。
- 特別條款第(5)(a)條規定，承批人（財政司司長法團（「**財政司司長法團**」）除外）須：
 - 自批地文件之日起72個公曆月（或地政總署署長可批准之其他延長時間）內，自費以地政總署署長批准的方式及物料，及按地政總署署長批准的標準、水平、位置和設計進行下列工程，以全面令地政總署署長滿意：
 - 鋪設、平整及美化在夾附於批地文件圖則I（「**圖則I**」）以綠色（「**該綠色範圍**」）及綠色黑點（「**該綠色黑點範圍**」）顯示之未來公共道路部份；及
 - 提供和興建橋、隧道、上跨路、地下通道、迴旋處、車輛路旁停泊處、溝渠、高架橋、行車天橋、行人路、道路或其他地政總署署長在其絕對酌情決定權下可要求的其他構築物（「**該構築物**」）以便可在該綠色範圍和該綠色黑點範圍興建建築物及供車輛及行人往來。
 - 自批地文件之日起72個公曆月（或地政總署署長可批准之其他延長時間）內，自費在該綠色範圍及該綠色黑點範圍鋪設路面、路邊及渠道並為其提供地政總署署長可要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以令地政總署署長滿意；及
 - 自費保養該綠色範圍及該綠色黑點範圍，連同該構築物及所有興建、設置及提供在該範圍上或內的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記、美化工程及植物，以令地政總署署長滿意，直至該綠色範圍及該綠色黑點範圍的管有權交予政府時為止。
- 特別條款第(5)(d)條規定，該綠色範圍及該綠色黑點範圍或其任何部分或其多個部分須應政府要求交還予政府，及在任何情況下，在地政總署署長致函予承批人表明批地文件內的條款已符合以達致地政總署署長滿意當日即視作已交還予政府。承批人須在該綠色範圍及該綠色黑點範圍或其任何部分或其多個部分的佔管期間，在任何合理時間內容許一切政府和公共車輛及行人自由穿越及通往該等範圍，並須確保此等穿越不受不論是否在特別條款第(5)條下或在此以外所進行的工程干擾或阻礙。
- 特別條款第(6)(a)條規定，在該綠色黑點範圍交還予政府前，承批人須准許公眾行人和車輛在不論日夜的所有時間內出於一切合法目的自由及免費地行經於圖則I中標示的粉紅色黑點範圍。
- 特別條款第(7)(b)條規定，承批人（財政司司長法團除外）須：
 - 自批地文件之日起72個公曆月（或地政總署署長可批准之其他延長時間）內，自費以地政總署署長批准的方式及物料，按地政總署署長批准的標準、水平、位置和設計進行下列工程，以全面令地政總署署長滿意：
 - 鋪設及平整圖則I以粉紅色藍斜線顯示的範圍或其他地政總署署長可批准或要求該地段之鄰近區域（「**該迴旋處及車輛路旁停泊處範圍**」）；及
 - 提供和興建(A)地政總署署長在其絕對酌情權要求的迴旋處、車輛路旁停泊處、溝渠、道路或其他構築物的若干部份（「**該迴旋處及車輛路旁停泊處構築物**」），以供車輛可在該迴旋處

及車輛路旁停泊處範圍往來；及(B)於圖則I以粉紅色藍交叉斜線顯示的範圍或其他地政總署署長可批准或要求的鄰近範圍一條沿該迴旋處及車輛路旁停泊處範圍旁寬度不少於1.6米的行人路（「**該行人路**」），以供行人可在該行人路往來；

- 自批地文件之日起72個公曆月（或地政總署署長可批准之其他延長時間）內，自費在該迴旋處及車輛路旁停泊處範圍及該行人路鋪設路面、路邊及渠道，並按地政總署署長要求為其提供該等溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以令地政總署署長滿意；

(iii)自費管理及保養及在各方面達至地政總署署長滿意：

- 該迴旋處及車輛路旁停泊處範圍和該迴旋處及車輛路旁停泊處構築物連同所有於其上或其內興建、設置及提供的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物（「**該範圍、構築物、服務及設施**」）及
- 該行人路連同所有於其上或其內設置及提供的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施及道路標記。

「承批人」一詞僅就特別條款第7條第(b)(iii)(I)分條而言，不包括受讓人。

- 特別條款第(7)(e)條規定，承批人須在任何時候，不論日間和夜間：

- 允許所有公眾人士作所有合法目的，自由及免費乘車通行該迴旋處及車輛路旁停泊處範圍；及
- 允許所有公眾人士作所有合法目的，自由及免費，徒步或以輪椅行經、來回及穿越該行人路

但在該迴旋處不得上落客。

- 特別條款第(7)(j)條規定，在地政總署署長要求下，承批人（其受讓人除外）須立即無償及免代價地准許並促使政府依照政府可能要求的條款及條件，接管及承擔對該迴旋處及車輛路旁停泊處範圍、該迴旋處及車輛路旁停泊處構築物以及特別條款第(7)條第(b)(iii)(I)分條所述的構築物、服務設施及設施的管理及保養。經各方同意，政府不得被強制負上及承擔上述之管理及保養責任。

- 特別條款第(8)(b)條規定，承批人（財政司司長法團除外）須：

- 自批地文件之日起72個公曆月（或地政總署署長批准之其他延長時間）內，自費以地政總署署長可批准的方式及物料，以地政總署署長批准的標準、水平、位置和設計進行下列工程，以全面令地政總署署長滿意：

- 鋪設、平整及美化在圖則I以粉紅色黑斜線顯示的區域（「**該粉紅色黑斜線範圍**」）；及
- 提供和興建地政總署署長在其絕對酌情權要求或批准的橋、隧道、上跨路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（「**該行人街道構築物**」）

以使行人可在該粉紅色黑斜線範圍往來；

- 自批地文件之日起72個公曆月（或地政總署署長可批准之其他延長時間）內，自費在該粉紅色黑斜線範圍鋪設路面、路邊及渠道，並為其提供地政總署署長要求的溝渠、水渠、排水渠、消防栓連接駁總水管的水管、街燈、街道設施及道路標記，以令地政總署署長滿意；及

- 自費管理及保養該粉紅色黑斜線範圍連同該行人街道構築物以及所有於其上或其內興建、設置及提供的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、街道設施、道路標記、美化工程及植物，以令地政總署署長滿意。

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11. 特別條款第(8)(e)條規定，承批人須在任何時候，允許所有公眾人士作所有合法目的自由及免費，徒步或以輪椅行經、來回及穿越該粉紅色黑斜線範圍。
12. 特別條款第(9)(b)條規定，承批人（財政司司長法團除外）須：
 - (i) 於自批地文件之日起72個公曆月(或地政總署署長可批准之其他延長時間)內，自費以地政總署署長批准的方式及物料，以地政總署署長批准的標準、水平、位置和設計，鋪設及平整在圖則I以粉紅色黑交叉斜線顯示的範圍（「**該粉紅色黑交叉斜線範圍**」），以全面令地政總署署長滿意，以使車輛及行人可在該粉紅色黑交叉斜線範圍往來；及
 - (ii) 自批地文件之日起72個公曆月(或地政總署署長可批准其他延長之時間)內，自費在該粉紅色黑交叉斜線範圍鋪設路面、路邊及渠道並為其提供地政總署署長要求的溝渠、水渠、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以令地政總署署長滿意；及
 - (iii) 自費管理及保養該粉紅色黑交叉斜線範圍，以全面令地政總署署長滿意。
13. 特別條款第(9)(d)條規定，承批人須在任何時候，不論日間和夜間 (i)允許所有公眾人士作所有合法目的自由及免費，徒步或以輪椅行經、來回及穿越該粉紅色黑交叉斜線範圍; 及(ii)允許所有公眾人士之車輛在任何時候作所有合法目的自由及免費，穿越地政總署署長批准或要求之該粉紅色黑交叉斜線範圍、其部分或多個部分。
14. 特別條款第(10)(b)條規定，承批人須自批地文件之日起72 個公曆月（或地政總署署長可批准之其他延長時間）內，自費以地政總署署長可批准的方式及物料，及按地政總署署長要求或批准的標準、水平、位置和設計鋪設、平整和美化在圖則I以棕色顯示的範圍（「**該棕色範圍**」）並在該棕色範圍內建造已鋪砌的道路，以及連帶的街道設施、交通輔助設施、街燈、下水道、排水管和其他構築物，使在特別條款第(10)條第(a)分條所提及的通行權可授予，使行人可在上面行走。
15. 特別條款第(10)(c)條規定，除在特別條款第10條第(g)分條所定義的棕色範圍服務設施及擬設隧道（在批地文件內定義），隧道連接工程（在批地文件內定義），及特別條款第10條第(h)分條所提及的構築物外，承批人需自費維持、保養及維修該棕色範圍及所有構成或接連的部份，以全面令地政總署署長滿意，且承批人須為整體負責猶如他是其絕對業主一樣。
16. 特別條款第(12)(a)條規定，承批人（其受讓人除外）須(i) 從獲得圖則I 以黃色顯示的範圍（以下簡稱「**該黃色範圍**」）之佔管權之日起18 個公曆月（或地政總署署長批准之其他延長時間）內，自費以康樂文化事務署署長以其絕對酌情要求的方式、物料及標準、水平、位置和設計建設、提供及美化一個地層，包含在圖則I上以粉紅色加綠色斜線標示的區域的地面水平、地面及整個上空（「**該保留範圍**」）及該黃色範圍（連同康樂文化事務署署長在其絕對酌情權下要求的構築物、裝置和其他設施）以作一個面積不少於335 平方米的公眾休憩用地（以下簡稱「**重置公眾休憩用地**」），並且全面令康樂文化事務署署長及地政總署署長滿意；及(ii) 其後自費維持、管理及維護該保留範圍及該黃色範圍及構成當中一部分的一切事物，確保其得到妥善維修、狀況良好及各方面令地政總署署長滿意，直至該保留範圍及該黃色範圍的管有權交還政府。
17. 特別條款第(12)(d)條規定，承批人須在政府要求時將該保留範圍及該黃色範圍交還政府，及在任何情況下，在地政總署署長致函予承批人表明批地文件的條款已符合及達致地政總署署長滿意當日即視作已交還上述範圍予政府。
18. 特別條款第(13)條規定，承批人須發展該地段並在2016年3月31日或之前在該地段上落成一棟或多棟建築物並使之適合佔用。
19. 特別條款第(15)條規定，除非事先獲地政總署署長書面同意，不可移除或干擾生長在該地段上或隔鄰的植物。地政總署署長可在發出同意時，附加他認為合適的有關移植、補償景觀美化或重新種植的條件。
20. 特別條款第(16)(c)條規定，承批人（財政司司長法團除外）須依據特別條款第(16)條提及獲批准的景觀總綱圖自費在該地段、該棕色範圍、該綠色範圍、該綠色黑點範圍、該黃色範圍及該保留範圍進行景觀設計。
21. 特別條款第(16)(d)條規定，承批人（財政司司長法團除外）須自費保持及維持景觀工程的安全、乾淨、整潔、整齊、實用及健全狀況至全面令地政總署署長滿意的程度，惟前述條件不適用於已依據批地文件的條件交還政府的範圍內的景觀工程。
22. 特別條款第(18)(a)條規定，承批人須自費在該地段內按照附於批地文件的技術附表及批地文件特別條款第(19)(a)條批准之圖則，並運用良好專業的施工方法，豎立、興建和提供以下房舍，以全面令地政總署署長滿意：
 - (i) 在B區域（其定義見批地文件）內提供一間為長者而設之老人院舍連同一間社區支援服務中心（「**該老人院舍連同社區支援服務中心**」），其淨運作樓面面積不少於1,096平方米或由地政總署署長可以書面批准的其他樓面面積，並須於在特別條款第(13)條的指定日期或之前完成，並且使其適合佔用；
 - (ii) 在B區域內提供一處量度為7.6米長及3.0米寬連同以最小淨高度為2.8米的停車位，僅供該老人院舍連同社區支援服務中心使用（「**該老人院舍停車位**」），並須於在特別條款第(13)條的指定日期或之前完成，並且使其適合佔用；
 - (iii) 在B區域內提供一個垃圾收集站（「**垃圾收集站**」），其淨運作樓面面積不少於579平方米或由地政總署署長可以書面批准的其他樓面面積，並須於在特別條款第(13)條的指定日期或之前完成，並且使其適合佔用及使用；及
 - (iv) 在A區域（其定義見批地文件）內提供一個公共廁所（以下簡稱「**公共廁所**」），其淨運作樓面面積不少於131平方米或由地政總署署長可以書面批准的其他樓面面積，並須於在特別條款第(13)條的指定日期或之前完成，並且使其適合佔用及使用。

（該房舍，連同任何地政總署署長在其絕對酌情權決定之僅與該房舍有關的其他區域、設施、服務設施和裝置（其決定為最終且對承批人具有約束力），統稱為「**政府房舍**」）。
23. 特別條款第(28)(a)條規定，在不影響特別條款第(29)條的情況下，承批人（其受讓人除外）直至特別條款第(29)(a)條所述的欠妥維修責任期終止前的所有時間，須自費保養政府房舍及其有關的服務設置於良好狀況，並全面令地政總署署長滿意。
24. 特別條款第(31)(a)條規定，承批人（財政司司長法團除外）須自費但受制於批地文件特別條款第44(a)(ii)(D)條財政司司長法團可支付的費用，保養以下各項（以下簡稱「**項目**」），在一切方面使地政總署署長滿意：
 - (i) 政府房舍的外飾面和政府房舍之內、周圍、內部、之上及之下的一切牆壁、支柱、大樑、天花、屋頂板、路軌或樓板及其他結構件；
 - (ii) 服務政府房舍和該地段上發展項目的餘下部分的一切升降機、扶手電梯及樓梯；
 - (iii) 構成服務政府房舍和該地段上發展項目的餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於手提式及固定消防裝置設備）；
 - (iv) 政府房舍下面的所有結構板連同其內和其下的排水系統；及
 - (v) 服務政府房舍和該地段上發展項目的餘下部分的一切其他公用部分及設施。
25. 特別條款第(32)(a)條規定，承批人（財政司司長法團除外）須自費向或促使向康樂及文化事務署轄下古物古蹟辦事處提交一份保存計劃供其批准，當中納入在圖則I上標示為粉紅色紅色邊部分（「**該粉紅色紅色邊範圍**」）內建造的現有建築物（「**該歷史建築物**」）的保存提案。
26. 特別條款第(32)(b)條規定，承批人（財政司司長法團除外）須於批地文件之日起72個公曆月內，自費以各方面令康樂及文化事務署轄下古物古蹟辦事處滿意的方式，完成該歷史建築物的保存工程，其後依據獲批准的保存計劃保持、維護及維修該歷史建築物，確保其狀況良好。

SUMMARY OF LAND GRANT 批地文件的摘要

27. 特別條款第(33)(b)條規定，承批人（財政司司長法團除外）不得將現有的包括支撐柱在內、從該歷史建築物延伸到圖則I上標示為紅色邊黑點範圍的部分政府土地之中、之外及之上伸出樓外的走廊（「**該伸出樓外的走廊**」）或當中任何部分用作該歷史建築物相關用途以外的任何用途。
28. 特別條款第(33)(c)條規定，承批人（財政司司長法團除外）須自費以各方面令地政總署署長滿意的方式維護該伸出樓外的走廊，確保修葺良好堅固。
29. 特別條款第(33)(d)條規定，承批人（財政司司長法團除外）須每年自費委任一名註冊屋宇測量師或一名註冊結構工程師或一名獲授權人士對該伸出樓外的走廊進行檢查，確保該伸出樓外的走廊的結構安全無虞。凡因檢查而引致或與之相關的費用，均須由承批人（財政司司長法團除外）承擔。
30. 特別條款第(36)(a)條規定，承批人須於特別條款第(13)條規定的日期或之前，在該地段內自費提供面積不少於2,890平方米的空地（「**該私人休憩用地**」），並令地政總署署長滿意。該私人休憩用地的選址、構建、保養、景觀設計、植被栽種、處理和提供方式，及其修建材料與配套設備設施須按地政總署署長的要求進行，並全面令其滿意。
31. 特別條款第(36)(b)條規定，承批人須自費保養、維護和管理該私人休憩用地，確保其修葺良好堅固，並保持其安全、乾淨、整潔、整齊及健全的狀況，以全面令地政總署署長滿意。
32. 特別條款第(37)(a)條規定，承批人（其受讓人除外）須於批地文件特別條款第(13)條所指定的日期或之前，在該地段內自費提供不少於2,665平方米的休憩用地，以令地政總署署長滿意（「**該公眾休憩用地**」）。該公眾休憩用地的選址、構建、保養、景觀設計、植被栽種、處理和提供方式，及其修建材料與配套設備設施均須按地政總署署長的要求進行、並全面令其滿意。
33. 特別條款第(37)(b)條規定，承批人（其受讓人除外）須自費保養、維護和管理該公眾休憩用地，確保其修葺良好堅固，並保持其安全、乾淨、整潔、整齊及健全的狀況，以其全面令地政總署署長滿意。
34. 特別條款第(37)(c)條規定，承批人（其受讓人除外）須於該公眾休憩用地興建完成後，允許所有公眾人士在日間和夜間所有合理的時間或地政總署署長在其絕對酌情權下要求的時間，為所有的合法的目的自由及免費穿越、再穿越及行經、並享用該公眾休憩用地連同提供在其上的設備和設施。
35. 特別條款第(47)(a)條規定，當地政總署署長要求時，承批人（財政司司長法團除外）須於在地政總署署長指定的時間內，自費以地政總署署長的要求或批准的物料、標準、水平面、部署及設計，提供和興建及在日後管理和保養，地政總署署長要求的結構支撐物及接駁物連同扶手電梯、升降機、樓梯（「**未來港鐵隧道相關構築物**」），以全面令地政總署署長滿意，以連接該地段到一條將興建通往灣仔港鐵站的隧道（以下簡稱「**未來港鐵隧道**」），地點為在圖則I顯示及標記為位於A點與B點之間且穿越C點，或在由地政總署署長書面批准的其他地點（以下簡稱「**該地點**」）。
36. 特別條款第(47)(d)條規定，當地政總署署長要求時，承批人（財政司司長法團除外）或該地段當時的管理人或該地段的業主立案法團須自費以各方面令地政總署署長滿意的方式，按地政總署署長要求或批准展開一切必要臨時關閉作業，關閉該地段上已建或擬建建築物中連接到未來港鐵隧道的任何開口或多個開口。臨時關閉的所有必要維護作業均屬承批人（財政司司長法團除外）的責任，並須進行，以令地政總署署長滿意。
37. 特別條款第(47)(f)條規定，承批人（財政司司長法團除外）須於灣仔港鐵站的開放時間，並依照任何地政總署署長不時施加的要求，允許任何公眾人士作任何合法目的自由及免費，徒步行經、來回、穿越、上落至未來港鐵隧道相關構築物，及進入、行經及穿越該地段或於上方興建或將興建的樓宇或多座樓宇必需的部分，作往返未來港鐵隧道或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路及政府土地之用。
38. 特別條款第(48)(e)(i)條規定及依據地政總署署長日期為2013年3月8日的函件批准，承批人須在A區域中以地政總署署長滿意的方式提供不少於59個或地政總署署長可能批准的其他數目的停車位。特別條款第(48)(e)(iii)條規定，在不抵觸特別條款第48條第(e)(iv)分條的情況下，承批人須保持該等車位在任何時候可供所有公眾人士作短期停泊汽車使用，停泊時段不超過一個公曆月，且收取地政總署署長批准之費用或收費。特別條款第(48)(e)(iv)條規定，在任何時候須有不少於24個該等車位供所有公眾人士作時租形式的短期停泊汽車使用，並收取地政總署署長批准的費用或收費。特別條款第(48)(e)(v)條規定，該等車位的地點、管理和運作（包括但不限於收費率）須按照地政總署署長事先的書面批准。特別條款第(48)(e)(vi)條規定，該等車位除供獲在道路交通條例、任何其下法規和任何修訂之法例下發牌的汽車停泊外，不得作其他用途，尤其是上述車位不得用作貯藏、展示或展出汽車作銷售或其他用途。
39. 特別條款第(48)(f)(i)條規定，不少於百分之五十根據批地文件特別條款第(49)(a)(i)(I)條下提供的車位，或地政總署署長批准之其他車位數目，須於每日20:00至8:00用作停泊貨車之用。特別條款第(48)(f)(ii)條規定，承批人須保持該等車位可供所有公眾人士於特別條款第(48)條第(f)(i)分條所指定的時間及指定的用途使用，並收取地政總署署長批准的費用或收費。特別條款第(48)(f)(iii)條規定，該等停車位的地點、管理和運作（包括但不限於收費率）須按照地政總署署長事先書面的批准。特別條款第(48)(f)(iv)條規定，該等停車位除供獲按照道路交通條例、任何其下法規和任何修訂之法例下發牌的貨車停泊外，不得作其他用途，尤其是上述車位不得用作貯藏、展示或展出汽車作銷售或其他用途。
40. 特別條款第(49)(a)(i)(II)條規定，一個供B區域（包括該老人院舍連同社區支援服務中心）內已建造或擬建的一座或多座大廈的佔用者及其真正的客人、訪客及被邀請者使用的車位，並須於特別條款第(13)條內所指的日期或之前完成及使之合適佔用，並達致地政總署署長滿意，以供貨車裝貨及卸貨。
41. 特別條款第(49)(a)(ii)條規定，承批人須在該地段內以地政總署署長要求或批准的形式、標準及地點提供空間，用作於該迴旋處及車輛路旁停泊處範圍及鄰近該綠色範圍內，長度不少於38米，供汽車（包括的士）上落客的車輛停泊處，以令地政總署署長滿意。
42. 特別條款第(49)(a)(iii)條規定，承批人須在該地段內以地政總署署長要求或批准的形式、標準及地點提供空間，用作於A區域內，長度不少於23米，供汽車（包括的士）上落客的車輛停泊處及的士站，以令地政總署署長滿意。
43. 特別條款第(56)(a)條規定，若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，承批人須自費進行及建造該等有需要之斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承批人須在整個批租年期的所有時間自費保持上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，令地政總署署長滿意。
44. 特別條款第(58)條規定，如該地段的發展項目或重建項目又或當中任何部分上裝有預應力地錨，則承批人須在預應力地錨的整個使用壽命內，自費對預應力地錨進行常規維護和常規監控以令地政總署署長滿意，還須向地政總署署長提供地政總署署長可不時依其絕對酌情權要求的、有關所有該等監控作業的報告和資料。
45. 特別條款第(61)條規定：
- (a) 承批人須自費建造及保養地政總署署長認為必要的排水渠及渠道，不論其是否位於該地段邊界內或政府土地上，並使地政總署署長滿意，以便截斷與引導落下或流至該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府暴雨渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
- (b) 有關連接由該地段的任何水渠及污水渠至政府暴雨水渠及污水渠的工程，當鋪設及受指派後，可由地政總署署長實行，承批人須在被要求時向政府支付該等連接工程的費用。或者，上述接駁工程可由承批人自費執行並達致地政總署署長滿意，在這情況下，任何在政府土地上建造的接駁工程的任何部份須由承批人自費保養並在當政府要求時將該部份交還予政府以使政府可在日後自費維修，承批人須在政府要求時支付有關接駁工程的技術審計費用。

46. 特別條款第(62)條規定，承批人（財政司司長法團除外）須：
- (a) 自費維持在該地段內的現有使用的排水設施，以令地政總署署長滿意，直至已符合特別條款第(62)條第(b)分條並全面達致地政總署署長滿意；
 - (b) (i) 在地政總署署長指定的時限內自費以各方面令地政總署署長滿意的方式：
 - (I) 按照地政總署署長的要求將該地段內現有排水設施改道至地政總署署長要求或批准的一個或多個地點（下稱「**排水設施改道工程**」）；
 - (II) 按照地政總署署長要求或批准的方式、水平、物料、標準、規格及設計提供、鋪設及興建地政總署署長可全權酌情要求的用於排水設施改道工程或與之相關的污水渠、排水渠、暗渠、帶蓋的沙井、通道及其他構築物；及
 - (ii) 自費以各方面令地政總署署長滿意的方式維持排水設施改道工程及特別條款第(62)條第(b)(i)(II)分條所述的裝備及設施處於妥善維修的狀況，直至承批人已遵守批地文件的條件，並全面令地政總署署長滿意。
47. 特別條款第(66)條規定，在該地段內不得興建或製造任何墳墓或骨灰龕安置所，亦不可埋葬或放置任何人類遺體或動物遺體，不論放於土製瓶中、骨灰龕中或以其他形式埋葬或放置。
48. 特別條款第(67)(a)條規定，承批人（財政司司長法團除外）須自費及在地政總署署長規定的時限內，在該地段內，以地政總署署長要求或批准的材料、標準、水平面、部署及設計提供及興建，及其後管理和保養，該等行人地下通道連接物連同地政總署署長要求的扶手電梯、升降機、樓梯（以下統稱為「**該擬建地下通道連接物**」），並全面令地政總署署長滿意，以接駁一條擬建地下通道通往興建於稱為在土地註冊處註冊為內地段8551 號的該幅土地上現稱合和中心的大廈（該擬建地下通道稱為「**該擬建地下通道**」），在附於土地註冊處註冊之註冊編號為13070502870013之修訂書的圖則A 上顯示及標記為位於X1 點及Y1 點之間且穿越Z1 點，或在由地政總署署長書面批准的其他點（下稱「**該連接點**」）。
49. 特別條款第(67)(d)條規定，當地政總署署長作要求時，承批人（財政司司長法團除外）或該地段當時的管理人或該地段的業主立案法團須自費以各方面令地政總署署長滿意，按地政總署署長要求或批准展開一切必要臨時關閉作業，關閉該地段上已建或擬建建築物中連接到該擬建地下通道的任何開口或多個開口。臨時關閉的所有必要維護作業均屬承批人（僅財政司司長法團除外）的責任，並須進行以令地政總署署長滿意。
50. 特別條款第(67)(f)條規定，承批人（財政司司長法團除外）須依照任何地政總署署長不時施加的要求，於灣仔港鐵站開放時間允許所有公眾人士作所有合法目的自由及免費，徒步或以輪椅行經、來回、穿越、上落該擬建地下通道連接物，及進入、通過及再通過該地段或於上方興建或將興建的樓宇或多座樓宇必需的部分，作往返該擬建地下通道及灣仔港鐵站或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路及政府土地之用。

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

A. INFORMATION ON ANY FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE CONSTRUCTED AND PROVIDED FOR THE GOVERNMENT, OR FOR PUBLIC USE.

1. Green Areas and Green Stippled Black Area as referred to in Special Condition No.(5) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(5)(a)(i) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director of Lands (“the Director”)), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

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

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

Special Condition No.(5)(a)(ii) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require;

Special Condition No.5(d) provides that for the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall on the date of the land grant (or such other dates as may be specified by the Director) be granted possession of the Green Areas and the Green Stippled Black Area. The Green Areas and the Green Stippled Black Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Area or any part or parts thereof allow free access over and along such areas for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under this Special Condition or otherwise.

Special Condition No. 5(h) provides that for the purposes of sub-clauses (a), (b) and (c) of this Special Condition only, the expression “Grantee” shall exclude The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “F.S.I.” which expression shall if the context permits include its successors and assigns).

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (55) of the Fourth Schedule to the deed of mutual covenant (“DMC”) provides that the First Owner shall solely be responsible for management and maintenance of, and for the performance and compliance with the terms of the Government Grant in relation to, (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the

Government Grant and (iii) the Yellow Area and the Re-provisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant.

In the DMC, the First Owner means Urban Renewal Authority and shall where the context so admits include its successors and assigns.

2. Turnaround and Lay-by Area and Pavement as referred to in Special Condition No.(7) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(7)(b)(i) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form the area shown coloured pink hatched blue on Plan I or such other nearby area of the lot as may be approved or required by the Director (hereinafter referred to as “the Turnaround and Lay-by Area”); and
- (II) provide and construct :
 - (A) such portions of roundabout, lay-by, culverts, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Turnaround and Lay-by Area Structures”) so that vehicular traffic may be carried on the Turnaround and Lay-by Area; and
 - (B) a pavement having a width, of not less than 1.6 metres alongside the Turnaround and Lay-by Area with the alignment shown coloured pink cross-hatched blue on Plan I or at such other nearby location as may be approved or required by the Director (hereinafter referred to as “the Pavement”) so that pedestrian traffic may be carried on the Pavement.

Special Condition No.(7)(b)(ii) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Turnaround and Lay-by Area and the Pavement and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Special Condition No.(7)(e) provides that after fulfilment of his obligations under sub-clauses (b)(i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall throughout the term thereby agreed to be granted at all times throughout day and night:

- (i) permit vehicular access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over the Turnaround and Lay-by Area; and
- (ii) permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement.

provided that picking up and setting down of passengers is not permitted on the Turnaround.

Special Condition No.(7)(m) provides that for the purpose of sub-clauses (b), (c), (h) and (i) of this Special Condition only, the expression “Grantee” shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Turnaround and Lay-by Area and Pavement form part of “Commercial Accommodation” as

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defined in recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

“Turnaround and Lay-by Area” means “the area shown coloured pink hatched blue on Plan I of the Government Grant or such other nearby area of the Lot as may be approved or required by the Director of Lands pursuant to Special Condition No.(7)(b)(i)(I) of the Government Grant, which is, jointly with the Pavement, for the purpose of identification only shown and coloured red stippled black on the (Site A) G/F Plan (certified as to their accuracy by the Authorized Person) hereto annexed”.

“Pavement” means “the pavement as provided and constructed pursuant to Special Condition No.(7)(b)(i)(II)(B) of the Government Grant and alongside the Turnaround and Lay-by Area with the alignment shown coloured pink cross-hatched blue on Plan I annexed to the Government Grant or at such other nearby location as may be approved or required by the Director of Lands pursuant to the terms of the Government Grant, which is, jointly with the Turnaround and Lay-by Area, for the purpose of identification only shown and coloured red stippled black on the (Site A) G/F Plan (certified as to their accuracy by the Authorized Person) hereto annexed”.

Clause (2)(d) of Third Schedule to the DMC :

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

“(d) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to gain vehicular access over the Turnaround and Lay-by Area, to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement and the Pink Hatched Black Area; to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; to gain vehicular access over such part or parts of the Pink Cross Hatched Black Areas as the Director of Lands may approve or require.”

3. Pink Hatched Black Area as referred to in Special Condition No.(8) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(8)(a) provides that 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 within the area shown coloured pink hatched black on Plan I (hereinafter referred to as “the Pink Hatched Black Area”) other than:

- (i) those structures as provided under sub-clause (b) of this Special Condition;
- (ii) such basement floor or floors of any building or buildings erected or to be erected within the Pink Hatched Black Area as may be approved by the Director; and
- (iii) such footbridge, architectural features, balconies, canopies and other structures projecting over the Pink Hatched Black Area as may be approved by the Director.

Special Condition No.(8)(b)(i) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay, form and landscape the Pink Hatched Black Area; and
- (II) provide and construct such bridges, tunnels, overpasses, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require or approve (hereinafter collectively referred to

as “the Pedestrian Street Structures”)

so that pedestrian traffic may be carried on the Pink Hatched Black Area.

Special Condition No.(8)(b)(ii) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, street furniture and road markings as the Director may require.

Special Condition No.(8)(e) provides that after fulfilment of his obligations under sub-clauses (b) (i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pink Hatched Black Area.

Special Condition No.(8)(k) provides that for the purpose of sub-clauses (b), (c) and (g) of this Special Condition only, the expression “Grantee” shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Pink Hatched Black Area forms part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

“Pink Hatched Black Area” means the area referred to in Special Condition No.(8) of the Government Grant and for identification purpose shown coloured pink hatched black on Plan I annexed to the Government Grant and forming part of the Public Open Space.

Clause (2)(d) of Third Schedule to the DMC :

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

“(d) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to gain vehicular access over the Turnaround and Lay-by Area, to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement and the Pink Hatched Black Area; to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; to gain vehicular access over such part or parts of the Pink Cross Hatched Black Areas as the Director of Lands may approve or require.”

4. Pink Cross Hatched Black Areas as referred to in Special Condition No.(9) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(9)(a) provides that 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 at or within 5.1 metres above the ground level of the areas shown coloured pink cross-hatched black on Plan I (hereinafter referred to as “the Pink Cross Hatched Black Areas”). For the purpose of this sub-clause (a), the decision of the Director as to what constitutes the ground level of the Pink Cross Hatched Black Areas shall be final and binding upon the Grantee.

Special Condition No.(9)(b)(i) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and

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design as the Director shall approve and in all respects to the satisfaction of the Director lay and form the Pink Cross Hatched Black Areas so that vehicular and pedestrian traffic may be carried on the Pink Cross Hatched Black Areas.

Special Condition No.(9)(b)(ii) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Cross Hatched Black Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Special Condition No.(9)(d) provides that after the fulfillment of his obligations under sub-clauses (b)(i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall at all times during day and night:-

- (i) permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; and
- (ii) permit vehicular access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over such part or parts of the Pink Cross Hatched Black Areas as the Director may approve or require.

Special Condition No.(9)(k) provides that for the purpose of sub-clauses (b), (c) and (h) of this Special Condition only, the expression "Grantee" shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Part of Pink Cross Hatched Black Areas forms part of "Commercial Accommodation" as defined in recital (1)(a) of the DMC. Part of Pink Cross Hatched Black Areas forms part of "Estate Common Areas" as defined in recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

"Pink Cross Hatched Black Areas" mean the areas referred to in Special Condition No.(9) of the Government Grant and for identification purpose shown coloured pink cross-hatched black on Plan I annexed to the Government Grant.

Clause (3:02:01) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

- "(w) to take all steps necessary or expedient for complying with the Government Grant and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;"

Clause (2)(d) of Third Schedule to the DMC :

- (2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-
 - "(d) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to gain vehicular access over the Turnaround and Lay-by Area, to pass or re-pass on foot or by wheelchair on, over,

along, by and through the Pavement and the Pink Hatched Black Area; to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; to gain vehicular access over such part or parts of the Pink Cross Hatched Black Areas as the Director of Lands may approve or require."

5. **Brown Areas as referred to in Special Condition No.(10) of the land grant**

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(10)(a) provides that the lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term thereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass on, along, over, by and through the areas shown coloured brown on Plan I (hereinafter referred to as "the Brown Areas") at such levels as may be approved by the Director.

Special Condition No.(10)(b) provides that the Grantee shall within 72 calendar months from the date of the land grant (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall require or approve and in all respects to the satisfaction of the Director lay, form and landscape the Brown Areas and construct paved ways with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures on the Brown Areas over and along which rights of ways referred to in sub-clause (a) of this Special Condition is given so that pedestrian traffic can be carried thereon.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Recital (1)(a) of the DMC:

"Brown Areas" means the areas as shown coloured brown on Plan I to the Government Grant in respect of which certain rights of way are granted pursuant to Special Condition No.(10)(a) of the Government Grant.

6. **Reserved Area and the Yellow Area as referred to in Special Condition Nos. (11) and (12) of the land grant**

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(11)(a) provides that there shall be excepted and reserved to the Government a stratum comprising the portion of the area shown coloured pink hatched green on Plan I at the ground level or levels, the ground surface thereof and the whole of the airspace thereabove (hereinafter referred to as "the Reserved Area") for the purpose of the Reprovided Public Open Space (as defined in Special Condition No.(12) of the land grant). For the purpose of this sub-clause, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Grantee.

Special Condition No.(11)(b) provides that the Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Condition No. (12) hereof.

Special Condition No.(12)(a)(i) provides that the Grantee shall within 18 calendar months from the date of possession of the area shown coloured yellow on Plan I (hereinafter referred to as "the Yellow Area") (or such other extended periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Leisure and Cultural Services and the Director form, provide and landscape in such manner, with such materials and to such standards, levels, alignment and design as the Director of Leisure and Cultural Services in his absolute discretion may require the Reserved Area and the Yellow Area (together with such structures, installations and other facilities as the Director of Leisure and Cultural Services in his absolute discretion may require) for the purpose of a public open space having an area of not less than 335 square metres (hereinafter referred to as "the Reprovided Public Open Space") and for the purpose of this Special Condition, the decision of the Director of Leisure and Cultural Services as to what forms part of the Reprovided Public Open Space shall be final and binding

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upon the Grantee.

Special Condition No.(12)(d) provides that for the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall:

- (i) on the date of the land grant be granted possession of the Reserved Area; and
- (ii) on a date to be specified in a letter to the Grantee by the Director be granted possession of the Yellow Area.

The Reserved Area and the Yellow Area shall be re-delivered to the Government by the Grantee on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

Special Condition No.(12)(p) provides that for the purpose of sub-clauses (a), (b), (g), (i), (k), (l), (m), (n) and (o) of this Special Condition only, the expression “Grantee” shall exclude his assigns.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (55) of the Fourth Schedule to the DMC:

The First Owner shall solely be responsible for management and maintenance of, and for the performance and compliance with the terms of the Government Grant in relation to, (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the Government Grant and (iii) the Yellow Area and the Reprovisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant.

7. Government Accommodation as referred to in Special Condition No.(18) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(18)(a) provides that the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules annexed to the land grant (hereinafter referred to as “the Technical Schedules”) and the plans approved under Special Condition No. (19)(a) of the land grant, the following accommodation:

- (i) a residential care home for the elderly cum a community support service centre (hereinafter referred to as “the RCHE cum CSSC”) to be provided within Site B with a total net operational floor area of not less than 1,096 square metres or such other floor area as may be approved in writing by the Director to be completed and made fit for occupation on or before the date specified in Special Condition No. (13) of the land grant;
- (ii) one parking space to be provided within Site B measuring 7.6 metres in length and 3.0 metres in width with a minimum headroom of 2.8 metres serving exclusively the RCHE cum CSSC (hereinafter referred to as “the RCHE Parking Space”) to be completed and made fit for occupation on or before the date specified in Special Condition No.(13) of the land grant;
- (iii) a refuse collection point (hereinafter referred to as “the Refuse Collection Point”) to be provided within Site B with a net operational floor area of not less than 579 square metres or such other floor area as may be approved in writing by the Director to be completed and made fit for occupation and operation on or before the date specified in Special Condition No. (13) of the land grant; and
- (iv) a public toilet (hereinafter referred to as “the Public Toilet”) to be provided within Site A with a net operational floor area of not less than 131 square

metres or such other floor areas as may be approved in writing by the Director to be completed and made fit for occupation and operation on or before the date specified in Special Condition No. (13) of the land grant

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding upon the Grantee) is hereinafter collectively referred to as “the Government Accommodation”).

Special Condition No.(18)(b) provides that the Government thereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.

Special Condition No.(31)(a) provides that “the Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No.(44)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”) : -

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iv) all the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.”

Special Condition No.(31)(c) provides that for the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Recital (1)(a) of the DMC:

“F.S.I.” means “the Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation and the expression “F.S.I.” shall mean F.S.I. in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of F.S.I. as Owner of the Government Accommodation.”

“Government Accommodation” refers to “the same meaning as defined in Special Condition No.(18)(a) of the Government Grant comprising a residential care home for the elderly cum a community support service centre within Site B (“the RCHE cum CSSC”) (as defined in Special Condition No.(18)(a)(i) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey), one parking space within Site B serving exclusively the RCHE cum CSSC (“the RCHE Parking Space”) (as defined in Special Condition No.(18)(a)(ii) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey cross-hatched black, a refuse collection point within Site B (“the Refuse Collection Point”) (as defined in Special Condition No.(18)(a)(iii) of the Government Grant and is shown for the purpose of identification

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only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey stippled black) and a public toilet within Site A (“the Public Toilet”) (as defined in Special Condition No.(18)(a)(iv) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey hatched black), which Government Accommodation shall include all other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding upon all Owners).”

“Government Accommodation Maintenance Expenses” means “(i) all costs and expenses incurred by the Manager in maintaining, at the request of the Owner of the Government Accommodation, the services, facilities and installations serving exclusively the Government Accommodation under Clause (3:02:01(aw)) hereof; (ii) the management and maintenance charges payable by F.S.I. under Clause (d) of the Seventh Schedule hereto; and (iii) the capital expenditure payable by F.S.I. under Clause (g)(ii) of the Seventh Schedule hereto.”

“Items” mean “the items including : -

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate on the Lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate on the Lot;
- (iv) all the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate on the Lot

as referred to in Special Condition No.(31)(a) of the Government Grant.”

Clause (3:01:08) of the DMC provides that the Owners of the Estate (save and except F.S.I. as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items and shall indemnify F.S.I. and the Government against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure to manage and maintain the Items.

Clause (3:02:01)(ax) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

“(ax) to manage and maintain the Items”

Clauses (4) and (5) of Third Schedule to the DMC provide as follows:

- (4) Notwithstanding any provisions contained in this Deed, F.S.I., its lessees, tenants, licensees, and persons authorised by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof shall have the right :-

- (a) of shelter, support and protection for all parts of the Government Accommodation;
- (b) at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourse, cables, pipes, wires and other conducting media now, hereafter or during the term of years granted by the Government Grant laid on or running through any part of the Lot and any part of the Estate on the Lot;
- (c) at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (the “Government Accommodation Services”) at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Estate on the Lot other than the Government Accommodation;
- (d) to go pass and repass over and along and to use any common parts of the Lot or any common parts of the Estate on the Lot (including, but not limited to, the Common Areas) in connection with the proper use and enjoyment of the Government Accommodation or any part or parts thereof and to use and receive the benefit of any common facilities within the Lot or the Estate on the Lot (including, but not limited to, the Common Facilities);
- (e) at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the Estate on the Lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works and other works to the Government Accommodation or any part or parts thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works and other works to the Government Accommodation Services or any part thereof;
- (f) of free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (g) exclusively to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part or parts thereof as F.S.I. shall deem fit and the right of access over the Lot or any part of the Estate on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (h) of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (i) to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part or parts thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the Estate on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED that proper and adequate care and precautions shall be taken during any such alteration works so as to ensure that no damage is caused

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to the services and facilities within the Lot and serving all those parts of the Estate on the Lot other than the Government Accommodation;

and such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.

- (5) The Government or F.S.I. shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part or parts thereof without having to obtain the approval or consent of the other Owners or the Manager, and without any charges or fees being levied therefor by other Owners or the Manager.

Clause (b) of Seventh Schedule to the DMC provides that F.S.I. as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) only but not any other part of the Estate.

8. Public Open Space as referred to in Special Condition No.(37) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(37)(a) provides that the Grantee shall on or before the date specified in Special Condition No. (13) of the land grant at his own expense and to the satisfaction of the Director provide within the lot open spaces of not less than 2,665 square metres (hereinafter referred to as “the Public Open Space”). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities as the Director may require and in all respects to his satisfaction.

Special Condition No.(37)(c) provides that the Grantee shall upon completion of construction of the Public Open Space permit all members of the public at all reasonable times during the day and night or within such time as the Director may at his sole discretion require for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without payment of any nature whatsoever.

Special Condition No.(37)(i) provides that for the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Public Open Space forms part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

“Public Open Space” means “the open spaces provided in the Lot pursuant to Special Condition No.(37) of the Government Grant which are for the purpose of identification only shown and coloured red hatched black on the (Site A) G/F Plan and (Site A) 5/F Plan (both certified as to their accuracy by the Authorized Person) hereto annexed”.

Clause (2)(e) of Third Schedule to the DMC:

- (2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

- (e) Subject to the terms of the Government Grant, the right for all members of the public at all reasonable times during the day and night or within such time as the Director of Lands may at his sole discretion require for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without

payment of any nature whatsoever and the right for all members of the public at all reasonable times during the day and night to pass and repass on, along, over, by and through such part of the Commercial Accommodation and along such route as to be reasonably designated or re-designated by the Owner or Owners of the Commercial Accommodation for the purposes of access and egress to and from the Public Open Space.”

9. Future MTR Subway Associated Structures as referred to in Special Condition No. (47) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(47)(a) provides that when called upon to do so by the Director, the Grantee shall at his own expense and within such time limit as shall be specified by the Director in all respects to the satisfaction of the Director provide and construct with such materials and to such standard, levels, disposition and design as may be required or approved by the Director and thereafter manage and maintain such structural supports and connections together with such escalators, lifts, stairway as may be required by the Director (hereinafter collectively referred to as “the Future MTR Subway Associated Structures”) for linking the lot with a subway to be constructed leading to the Wan Chai MTR Station (which subway is hereinafter referred to as “the Future MTR Subway”) in the position between points A and B through C as shown and marked on Plan I or at such other point as may be approved in writing by the Director (hereinafter referred to as “the Location”).

Special Condition No.(47)(f) provides that the Grantee shall throughout the term thereby agreed to be granted during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down the Future MTR Subway Associated Structures and to enter upon and pass and repass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Future MTR Subway or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.

Special Condition No.(47)(k) provides that for the purposes of this Special Condition only the expression “Grantee” shall exclude the F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Future MTR Subway Associated Structures form part of “Commercial Accommodation” as defined recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

“Future MTR Subway Associated Structures” are such structural supports and connections together with such escalators, lifts, stairway as may be required by the Director of Lands, to be provided and constructed in accordance with Special Condition No.(47)(a) of the Government Grant.

Clause (2)(f) of Third Schedule to the DMC :

- (2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

- (f) Subject to the terms of the Government Grant, the right for all members of the public during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down the Future MTR Subway Associated Structures and to enter upon and pass and repass through such part of the Lot or the Estate as are necessary for the purpose of gaining

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access to and from the Future MTR Subway or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land.”

10. Parking spaces for fee-paying parking as referred to in Special Condition No. (48)(e) of the land grant

a. Relevant provisions of the land grant that concern the above facilities:

Special Condition No.(48)(e) provides that :

- (i) The Grantee shall provide within Site A and to the satisfaction of the Director not less than 80 spaces or such other number of spaces as may be approved by the Director.
- (ii) The spaces provided under sub-clauses (a)(iii), (b)(i)(I) and (b)(i)(II) of this Special Condition may be counted towards and form part of the number of spaces required to be provided under sub-clause (e)(i) of this Special Condition.
- (iii) Subject to sub-clause (e)(iv) of this Special Condition, the Grantee shall throughout the term thereby agreed to be granted keep the spaces provided under sub-clause (e)(i) of this Special Condition at all times available for the use by all members of the public for short-term parking of motor vehicles for a period not exceeding a calendar month at such fee or fees to be approved by the Director.
- (iv) Not less than 24 of the spaces provided under sub-clause (e)(i) of this Special Condition shall at all times be available for use by all members of the public for short-term parking of motor vehicles on an hourly basis at such fee or fees to be approved by the Director.
- (v) The location, management and operation of the spaces to be provided under this sub-clause (e) (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director.
- (vi) The spaces provided under this sub-clause (e) 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 in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (vii) The Grantee shall not assign, mortgage, charge, demise, underlet or part with possession of or otherwise dispose of the parking spaces provided under sub-clause (e)(i) of this Special Condition or any interest therein or enter into any agreement so to do except as a whole provided that the Grantee may license or sublet individual parking spaces to members of the public in accordance with this sub-clause (e).

Pursuant to a letter dated 8 March 2013 (registered in the Land Registry by Memorial No.13032102740015) from District Lands Office, Hong Kong East, the Director of Lands approved to change the number of spaces required to be provide under Special Condition No.(48)(e)(i) of the land grant from not less than 80 such spaces to not less than 59 such spaces.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (58) of Fourth Schedule to the DMC provides that the car parking spaces as provided pursuant to Special Condition No.(48)(b)(i)(II) of the Government Grant and comprised in the Commercial Car Park Areas have been counted towards and formed the number of car parking spaces required to be provided under Special Condition No.(48)(e) of the Government Grant and shall accordingly be subject to the terms and conditions of Special Condition No.(48)(e) of the Government Grant.

11. Parking spaces for fee-paying night parking as referred to in Special Condition No. (48)(f) of the land grant

a. Relevant provisions of the land grant that concern the above facilities:

Special Condition No.(48)(f) provides that :

- (i) Not less than 50% of the spaces to be provided under Special Condition No. (49) (a)(i)(I) of the land grant or such other number of spaces as may be approved by the Director shall on each day from 20:00 to 08:00 be used for the parking of goods vehicles.
- (ii) The Grantee shall throughout the term thereby agreed to be granted keep the spaces provided under sub-clause (f)(i) of this Special Condition available for the use by all members of the public during the time and for the purposes stated in sub-clause (f)(i) of this Special Condition at such fee or fees to be approved by the Director.
- (iii) The location, management and operation of the spaces provided under sub-clause (f) of this Special Condition (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director.
- (iv) The spaces provided under this sub-clause (f) shall not be used for any purpose other than for the parking of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities:

Clause (3:02:01) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

“(w) to take all steps necessary or expedient for complying with the Government Grant and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;”

12. Space for the loading and unloading of goods vehicles as referred to in Special Condition No.(49)(a)(i)(II)

a. Relevant provisions of the land grant that concern the above facility:

Special Condition No.(49)(a)(i)(II) provides that spaces shall be provided within the lot to the satisfaction of the Director:

- (i) for the loading and unloading of goods vehicles at the following rates:
 - (II) within Site B, one space to be used by the occupiers of the building or buildings erected or to be erected on Site B (including the RCHE cum CSSC) and their bona fide guests, visitors or invitees to be completed and made fit for occupation on or before the date specified in Special Condition No.(13) hereof;

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b. Relevant provisions of the deed of mutual covenant that concern the above facility:

The space for loading and unloading as referred to in Special Condition No.(49)(a)(i)(II) forms part of “Estate Common Areas” as defined in recital (1)(a) of the DMC.

Clause (3:02:01) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

“(w) to take all steps necessary or expedient for complying with the Government Grant and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;”

13. Lay-by for motor vehicles (including taxis) as referred to in Special Condition No. (49)(a)(ii) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(49)(a)(ii) provides that spaces shall be provided within the lot to the satisfaction of the Director as lay-by to be provided within the Turnaround and Lay-by Area and the adjacent Green Areas measuring not less than 38 metres in length for the picking up and setting down of passengers from motor vehicles (including taxis) in such form, to such standard and at such location as the Director may require or approve.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

The lay-by provided or to be provided within the Turnaround and Lay-by Area forms part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC.

14. Lay-by and taxi stand as referred to in Special Condition No. (49)(a)(iii) of the land grant

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(49)(a)(iii) provides that spaces shall be provided within the lot to the satisfaction of the Director as lay-by and taxi stand to be provided within Site A measuring not less than 23 metres in length for the picking up and setting down of passengers from motor vehicles (including taxis) in such form, to such standard and at such location as the Director may require or approve.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities:

The lay-by and taxi stand provided or to be provided for the picking up and setting down of passengers from motor vehicles (including taxis) pursuant to Special Condition No.(49)(a)(iii) of the Government Grant forms part of “Estate Common Areas” as defined in recital (1)(a) of the DMC.

Clause (3:02:01) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

“(w) to take all steps necessary or expedient for complying with the Government Grant and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;”

15. Proposed Subway Connections as referred to in Special Condition No. (67) of the land grant

a. Relevant provisions of the land grant that concern the above facilities:

Special Condition No.(67)(a) provides that the Grantee shall at his own expense and within such time limit as shall be specified by the Director in all respects to the satisfaction of the Director provide and construct within the lot with such materials and to such standard, levels, disposition and design as may be required or approved by the Director and thereafter manage and maintain such pedestrian subway connections together with such escalators, lifts, stairway as may be required by the Director (hereinafter collectively referred to as “the Proposed Subway Connections”) to receive a proposed subway to be constructed leading from the building now known as Hopewell Centre erected on all that piece or parcel of ground known and registered in the Land Registry as Inland Lot No.8551 (which proposed subway is hereinafter referred to as “the Proposed Subway”) in the position between points X1 and Y1 through Z1 as shown and marked on Plan A annexed to the Modification Letter dated 3 July 2013 and registered in the Land Registry by Memorial No.13070502870013 or at such other point as may be approved in writing by the Director (hereinafter referred to as “the Connection Points”).

Special Condition No.(67)(f) provides that the Grantee shall throughout the term thereby agreed to be granted during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair along, to and from, through, up and down the Proposed Subway Connections and to enter upon and pass and repass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.

Special Condition No.(67)(m) provides that for the purposes of this Special Condition only the expression “Grantee” shall exclude the F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Proposed Subway Connections form part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC.

Recital (1)(a) of the DMC:

“Proposed Subway Connections” are such pedestrian subway connections together with such escalators, lifts, stairway as may be required by the Director of Lands to receive the Proposed Subway, to be provided and constructed in accordance with Special Condition No.(67)(a) of the Government Grant.

Clause (2)(g) of the Third Schedule to the DMC:

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

(g) Subject to the terms of the Government Grant, the right for all members of the public during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair along, to and from, through, up and down the Proposed Subway Connections and to enter upon and pass and repass through such part of the Lot or the Estate as are necessary for the purpose of gaining

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access to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land.

B. INFORMATION ON ANY 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 PHASE 1 OF THE DEVELOPMENT.

1. Green Areas and Green Stippled Black Area as referred to in Special Condition No.(5) of the land grant

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.¹

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(5)(a)(iii) provides that the Grantee shall maintain at his own expense the Green Areas and the Green Stippled Black Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings, landscaped works and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas and the Green Stippled Black Area have been re-delivered to the Government in accordance with sub-clause (d) of this Special Condition.

Special Condition No.(5)(d) provides that for the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall on the date of the land grant (or such other dates as may be specified by the Director) be granted possession of the Green Areas and the Green Stippled Black Area. The Green Areas and the Green Stippled Black Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Stippled Black Area or any part or parts thereof allow free access over and along such areas for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under this Special Condition or otherwise.

Special Condition No.(5)(h) provides that for the purposes of sub-clauses (a), (b) and (c) of this Special Condition only, the expression "Grantee" shall exclude The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns).

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (55) of the Fourth Schedule to the DMC provides that the First Owner shall solely be responsible for management and maintenance of, and for the performance and compliance with the terms of the Government Grant in relation to, (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the Government Grant and (iii)

¹Remark:

According to the terms of the DMC, the First Owner (Urban Renewal Authority) shall solely be responsible for the performance and compliance with the terms of the Government Grant in relation to the Green Areas and the Green Stippled Black Area.

the Yellow Area and the Reprovisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant.

2. Pavement as referred to in Special Condition No.(7) of the land grant

The above facility is required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facility through the management expenses apportioned to the residential properties concerned.²

a. Provisions of the land grant that concern the above facility:

Special Condition No.(7)(b)(iii)(II) provides that the Grantee shall throughout the term thereby agreed to be granted manage and maintain at his own expense and in all respects to the satisfaction of the Director:

(II) the Pavement together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture and road markings installed and provided thereon or therein.

Special Condition No.(7)(e)(ii) provides that after fulfilment of his obligations under sub-clauses (b)(i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall throughout the term thereby agreed to be granted at all times throughout day and night permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement provided that picking up and setting down of passengers is not permitted on the Turnaround.

Special Condition No.(7)(m) provides that for the purpose of sub-clauses (b), (c), (h) and (i) of this Special Condition only, the expression "Grantee" shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facility:

Pavement forms part of "Commercial Accommodation" as defined in the DMC.

3. Pink Hatched Black Area as referred to in Special Condition No.(8) of the land grant

The above facility is required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.³

a. Relevant provisions of the land grant that concern the above facility :

Special Condition No.(8)(b)(iii) provides that the Grantee shall throughout the term thereby agreed to be granted manage and maintain at his own expense the Pink Hatched Black Area together with the Pedestrian Street Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, street furniture, road markings, landscaped works and plant

²Remark:

According to the terms of the DMC, the Pavement forms part of the Commercial Accommodation and the Owner thereof shall be responsible for the maintenance and management of the Pavement.

³Remark:

According to the terms of the DMC, the Pink Hatched Black Area forms part of the Commercial Accommodation and the Owner thereof shall be responsible for the maintenance and management of the Pink Hatched Black Area.

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constructed, installed and provided thereon or therein to the satisfaction of the Director.

Special Condition No.(8)(e) provides that after fulfilment of his obligations under sub-clauses (b) (i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pink Hatched Black Area.

Special Condition No.(8)(k) provides that for the purpose of sub-clauses (b), (c) and (g) of this Special Condition only, the expression “Grantee” shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facility :

Pink Hatched Black Area forms part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC.

4. **Pink Cross Hatched Black Areas as referred to in Special Condition No.(9) of the land grant**

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.⁴

a. Provisions of the land grant that concern the above facilities :

Special Condition No.(9)(b)(iii) provides that the Grantee shall throughout the term thereby agreed to be granted manage and maintain at his own expense the Pink Cross Hatched Black Areas in all respects to the satisfaction of the Director.

Special Condition No.(9)(d) provides that after the fulfillment of his obligations under sub-clauses (b)(i) and (b)(ii) of this Special Condition or in the event that the Government has carried out the works referred to in sub-clause (c) of this Special Condition, the Grantee shall at all times during day and night:-

- (i) permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; and
- (ii) permit vehicular access of all members of the public for all lawful purposes freely and without payment of any nature whatsoever over such part or parts of the Pink Cross Hatched Black Areas as the Director may approve or require.

Special Condition No.(9)(k) provides that for the purpose of sub-clauses (b), (c) and (h) of this Special Condition only, the expression “Grantee” shall exclude F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Part of Pink Cross Hatched Black Areas forms part of “Commercial Accommodation” as defined in recital (1)(a) of the DMC and part of Pink Cross Hatched Black Areas forms part of “Estate Common Areas” as defined in recital (1)(a) of the DMC.

⁴Remark:

According to the terms of the DMC, part of the Pink Cross Hatched Black Areas forms part of the Commercial Accommodation and the Owner thereof shall be responsible for the maintenance and management of such part of the Pink Cross Hatched Black Areas.

Clause (3:02:01) of the DMC provides that save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

“(ag) to do all such other things as are reasonably incidental to the management of the Lot and the Estate in accordance with the terms and conditions of this Deed and the Government Grant or for the common benefit of the Owners;”

Clause (3:04:01) of the DMC provides that for the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

Clause (3:04:02) of the DMC provides that the said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Estate including without limiting the generality of the foregoing the following items :-

“(j) all charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;”

Clause (3:05:01) of the DMC provides that “subject to the terms of the Seventh Schedule to this Deed,

(a) the Owners of each of the Units (save and except the Owner of the Government Accommodation) shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:

- (i) where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Residential Car Park Common Areas, Residential Common Facilities or Residential Car Park Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate (save and except the Owner of the Government Accommodation) in proportion to the number of Management Shares held by them;”

5. **Brown Areas as referred to in Special Condition No.(10) of the land grant**

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.⁵

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(10)(c) provides that save the Brown Areas Services defined in sub-clause (g) of this Special Condition and the Proposed Subway, the Subway Connection Works and the structures referred to in sub-clause (h) of this Special Condition, the Grantee shall throughout the

⁵Remark:

According to the terms of the DMC, the Owners of the Commercial Accommodation shall be responsible for upholding, maintaining and repairing the Brown Areas (and everything forming a portion of or pertaining to it) in compliance with the terms of the Government Grant.

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term thereby agreed to be granted at his own expense uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (53) of Fourth Schedule to the DMC provides that the Owners of the Commercial Accommodation shall be responsible for upholding, maintaining and repairing the Brown Areas (and everything forming a portion of or pertaining to it) in compliance with the terms of the Government Grant.

6. Future MTR Subway Associated Structures as referred to in Special Condition No. (47) of the land grant

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.⁶

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(47)(a) provides that when called upon to do so by the Director, the Grantee shall at his own expense and within such time limit as shall be specified by the Director in all respects to the satisfaction of the Director provide and construct with such materials and to such standard, levels, disposition and design as may be required or approved by the Director and thereafter manage and maintain such structural supports and connections together with such escalators, lifts, stairway as may be required by the Director (hereinafter collectively referred to as “the Future MTR Subway Associated Structures”) for linking the lot with a subway to be constructed leading to the Wan Chai MTR Station (which subway is hereinafter referred to as “the Future MTR Subway”) in the position between points A and B through C as shown and marked on Plan I or at such other point as may be approved in writing by the Director (hereinafter referred to as “the Location”).

Special Condition No.(47)(f) provides that the Grantee shall throughout the term thereby agreed to be granted during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down the Future MTR Subway Associated Structures and to enter upon and pass and repass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Future MTR Subway or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.

Special Condition No.(47)(k) provides that for the purposes of this Special Condition only the expression “Grantee” shall exclude the F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Future MTR Subway Associated Structures form part of “Commercial Accommodation” as defined in the DMC.

7. Parking spaces for fee-paying parking as referred to in Special Condition No. (48)(e) of the land grant

⁶Remark:

According to the terms of the DMC, the Future MTR Subway Associated Structures form part of the Commercial Accommodation and the Owner thereof shall be responsible for the maintenance and management of the Future MTR Subway Associated Structures.

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the above facilities through the management expenses apportioned to the residential properties concerned.⁷

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(48)(e) provides that:

- (i) The Grantee shall provide within Site A and to the satisfaction of the Director not less than 80 spaces or such other number of spaces as may be approved by the Director.
- (ii) The spaces provided under sub-clauses (a)(iii), (b)(i)(I) and (b)(i)(II) of this Special Condition may be counted towards and form part of the number of spaces required to be provided under sub-clause (e)(i) of this Special Condition.
- (iii) Subject to sub-clause (e)(iv) of this Special Condition, the Grantee shall throughout the term thereby agreed to be granted keep the spaces provided under sub-clause (e)(i) of this Special Condition at all times available for the use by all members of the public for short-term parking of motor vehicles for a period not exceeding a calendar month at such fee or fees to be approved by the Director.
- (iv) Not less than 24 of the spaces provided under sub-clause (e)(i) of this Special Condition shall at all times be available for use by all members of the public for short-term parking of motor vehicles on an hourly basis at such fee or fees to be approved by the Director.
- (v) The location, management and operation of the spaces to be provided under this sub-clause (e) (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director.
- (vi) The spaces provided under this sub-clause (e) 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 in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (vii) The Grantee shall not assign, mortgage, charge, demise, underlet or part with possession of or otherwise dispose of the parking spaces provided under sub-clause (e)(i) of this Special Condition or any interest therein or enter into any agreement so to do except as a whole provided that the Grantee may license or sublet individual parking spaces to members of the public in accordance with this sub-clause (e).

Pursuant to a letter dated 8 March 2013 (registered in the Land Registry by Memorial No.13032102740015) from District Lands Office, Hong Kong East, the Director of Lands approved to change the number of spaces required to be provide under the said Special Condition No.(48) (e)(i) of the land grant from not less than 80 such spaces to not less than 59 such spaces.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

Clause (58) of Fourth Schedule to this Deed provides that the car parking spaces as provided pursuant to Special Condition No.(48)(b)(i)(II) of the Government Grant and comprised in the

⁷Remark:

According to the terms of the DMC, the car parking spaces as provided pursuant to Special Condition No.(48)(b)(i)(II) of the land grant and comprised in the Commercial Car Park Areas have been counted towards and formed the number of car parking spaces required to be provided under Special Condition No.(48)(e) of the land grant and the Owner thereof shall be responsible for the maintenance, operation and management of said car parking spaces.

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Commercial Car Park Areas have been counted towards and formed the number of car parking spaces required to be provided under Special Condition No.(48)(e) of the Government Grant and shall accordingly be subject to the terms and conditions of Special Condition No.(48)(e) of the Government Grant.

8. Parking spaces for fee-paying night parking as referred to in Special Condition No. (48)(f) of the land grant

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the said facilities through the management expenses apportioned to the residential properties concerned.⁸

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(48)(f) provides that :

- (i) Not less than 50% of the spaces to be provided under Special Condition No. (49)(a)(i)(I) of the land grant or such other number of spaces as may be approved by the Director shall on each day from 20:00 to 08:00 be used for the parking of goods vehicles.
- (ii) The Grantee shall throughout the term thereby agreed to be granted keep the spaces provided under sub-clause (f)(i) of this Special Condition available for the use by all members of the public during the time and for the purposes stated in sub-clause (f)(i) of this Special Condition at such fee or fees to be approved by the Director.
- (iii) The location, management and operation of the spaces provided under sub-clause (f) of this Special Condition (including but not limited to the fee charging rate) shall be subject to the prior written approval of the Director.
- (iv) The spaces provided under this sub-clause (f) shall not be used for any purpose other than for the parking of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

The loading and unloading spaces provided under Special Condition No.(49)(a)(i)(I) form part of "Estate Common Areas" as defined in the DMC.

Clause (3:02:01) of the DMC provides that "save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

- (ag) to do all such other things as are reasonably incidental to the management of the Lot and the Estate in accordance with the terms and conditions of this Deed and the Government Grant or for the common benefit of the Owners;"

⁸Remark:

According to the terms of the DMC, F.S.I. shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) only but not any other part of the Estate.

Clause (3:04:01) of the DMC provides that for the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

Clause (3:04:02) of the DMC provides that the said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Estate including without limiting the generality of the foregoing the following items :-

- (j) all charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;

Clause (3:05:01) of the DMC provides that "subject to the terms of the Seventh Schedule to this Deed,

- (a) the Owners of each of the Units (save and except the Owner of the Government Accommodation) shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:

- (i) where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Residential Car Park Common Areas, Residential Common Facilities or Residential Car Park Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate (save and except the Owner of the Government Accommodation) in proportion to the number of Management Shares held by them;"

9. Proposed Subway Connections as referred to in Special Condition No. (67) of the land grant

The above facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in Phase 1 of the Development (and other co-owners (excluding F.S.I.) in the Development), and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.⁹

a. Relevant provisions of the land grant that concern the above facilities :

Special Condition No.(67)(a) provides that the Grantee shall at his own expense and within such time limit as shall be specified by the Director in all respects to the satisfaction of the Director provide and construct within the lot with such materials and to such standard, levels, disposition and design as may be required or approved by the Director and thereafter manage and maintain such pedestrian subway connections together with such escalators, lifts, stairway as may be required by the Director (hereinafter collectively referred to as "the Proposed Subway Connections") to receive a proposed subway to be constructed leading from the building now known as Hopewell Centre erected on all that piece or parcel of ground known and registered in the Land Registry as Inland Lot No.8551 (which proposed subway is hereinafter referred to as "the Proposed Subway") in the position between points X1 and Y1 through Z1 as shown and marked on Plan A annexed to a Modification Letter dated 3 July 2013 and registered in the Land Registry by Memorial No.13070502870013 or at such other point as may be approved in writing by the Director (hereinafter referred to as "the Connection Points").

Special Condition No.(67)(f) provides that the Grantee shall throughout the term thereby agreed

⁹Remark:

According to the terms of the DMC, the Proposed Subway Connections form part of the Commercial Accommodation and the Owner thereof shall be responsible for the maintenance and management of the Proposed Subway Connections.

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to be granted during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director may impose from time to time permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair along, to and from, through, up and down the Proposed Subway Connections and to enter upon and pass and re-pass through such part of the lot or the building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the lot or neighbouring lot or lots and Government land.

Special Condition No.(67)(m) provides that for the purposes of this Special Condition only the expression "Grantee" shall exclude the F.S.I.

b. Relevant provisions of the deed of mutual covenant that concern the above facilities :

"Proposed Subway Connections" form part of "Commercial Accommodation" as defined in the DMC.

C. INFORMATION ON THE SIZE OF ANY 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 PHASE 1 OF THE DEVELOPMENT.

Not Applicable.

D. INFORMATION ON ANY PART OF THE LAND (ON WHICH PHASE 1 OF THE DEVELOPMENT 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 the above facilities and open spaces mentioned in Parts A and B above that are for public use, the general public has the right to use the facilities or open spaces in accordance with the land grant.

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A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的資料

1. 批地文件特別條款第(5)條所提及之綠色範圍及綠色黑點範圍

a. 批地文件提及上述設施之相關條款：

特別條款第(5)(a)(i)條規定，承批人須於從批地文件之日起72個公曆月(或地政總署署長(「署長」)批准之其他延長時間)內，自費以署長批准的方式及物料、標準、水平、位置和設計進行下列工程，並全面令署長滿意：

- (I) 鋪設、平整、美化(按署長要求)在附圖I以綠色及綠色黑點顯示之未來公共道路部份(以下分別簡稱「綠色範圍」和「綠色黑點範圍」);及
- (II) 提供和興建橋、隧道、上跨路、地下通道、迴旋處、車輛路旁停泊處、溝渠、高架橋、行車天橋、行人路、道路或其他署長在其絕對酌情權下要求的指定構築物(以下簡稱「該構築物」)

以便可在綠色範圍和綠色黑點範圍興建建築物及供車輛及行人往來。

特別條款第(5)(a)(ii)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費在綠色範圍及綠色黑點範圍鋪設路面、路邊及渠道並按署長要求提供予此等範圍溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以令署長滿意；

特別條款第(5)(d)條規定，以只作為進行本特別條款之細分條款(a)條所指定的必需工程之目的，承批人須從批地文件之日(或由署長指定的其他日期)起獲授予綠色範圍及綠色黑點範圍的佔管權。綠色範圍及綠色黑點範圍或其任何部份或其多個部份須應政府要求交還予政府，及在任何情況下，在署長致函予承批人表明該等條款已符合並達致署長滿意當日即視作已交還該等範圍予政府。承批人須在綠色範圍及綠色黑點範圍或其任何部份或其多個部份的佔管期間，在任何合理時間下容許一切政府和公共車輛及行人自由穿越通往及前往該等範圍，並須確保此等穿越不受不論在本特別條款下或在此以外所進行的工程干擾或阻礙。

特別條款第(5)(h)條規定，僅就本特別條款之細分條款(a)、(b)及(c)條而言，「承批人」一詞不包括憑藉財政司司長法團條例、其下任何訂立的規例及任何修訂法規所成立的單一法團財政司司長法團(以下簡稱「財政司司長法團」)，如在文意許可的情況下，該詞包括其繼承人及受讓人)。

b. 公契提及上述設施之相關條款：

公契(「公契」)第四附表第55條規定，「第一業主」需獨自負責為履行及符合批地文件的條款有關(i)均在批地文件特別條款第(5)條所提及的「綠色範圍」、「綠色黑點範圍」及「該構築物」，(ii)在批地文件特別條款第(11)條提及的「保留範圍」及(iii)均在批地文件特別條款第(12)條內提及的「黃色範圍」及「重置公眾休憩用地」的管理及保養。

在公契內第一業主指市區重建局及如在文意許可的情況下，該詞須包括其繼承人及受讓人。

2. 批地文件特別條款第(7)條提及之迴旋處及車輛路旁停泊處及行人路

a. 批地文件提及上述設施之相關條款：

特別條款第(7)(b)(i)條規定，承批人須從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費以署長批准之方式及物料、標準、水平、位置和設計進行下列工程，以全面令署長滿意：

- (I) 鋪設及平整附圖I以粉紅色藍斜線顯示的範圍或其他署長批准或要求該地段之鄰近範圍(「迴旋處及車輛路旁停泊處範圍」);及
- (II) 提供和興建:

(A) 署長在其絕對酌情權要求的迴旋處、車輛路旁停泊處、溝渠、道路或其他建築物的若干部份(「迴旋處及車輛路旁停泊處構築物」)，以供車輛在迴旋處及車輛路旁停泊處範圍往來;及

(B) 於附圖I以粉紅色藍色交叉斜線顯示的範圍或其他署長批准或要求的鄰近範圍提供一條沿迴旋處及車輛路旁停泊處範圍旁寬度不少於1.6米的行人路(以下簡稱「行人路」)，以供行人於行人路上行走。

特別條款第(7)(b)(ii)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費在迴旋處及車輛路旁停泊處範圍及行人路鋪設路面、路邊及渠道，並按署長要求提供予上述各項溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，並令署長滿意。

特別條款第(7)(e)條規定，在承批人完成履行其在本條特別條款之細分條款(b)(i)條及(b)(ii)條下的責任後，或在政府已進行本條特別條款之細分條款(c)條所指的工程的情況下，承批人須在協定整個批租年期內的任何時候，不論白天和黑夜：

- (i) 允許所有公眾人士之車輛自由及免費通行迴旋處及車輛路旁停泊處範圍，作所有合法目的;及
- (ii) 允許所有公眾人士作任何合法目的自由及免費徒步或以輪椅行經、來回及穿越行人路，

但不准在該迴旋處上落客。

特別條款第(7)(m)條規定，僅就本條特別條款之細分條款(b)(c)、(h)及(i)條而言，「承批人」一詞不包括財政司司長法團。

b. 公契有關上述設施之相關條款：

迴旋處及車輛路旁停泊處範圍及行人路構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。

公契敘文(1)(a)段：

「迴旋處及車輛路旁停泊處範圍」指“批地文件附圖I以粉紅色藍斜線顯示的範圍或地政總署署長根據批地文件特別條款第(7)(b)(i)(I)條批准或要求該地段之其他鄰近範圍。迴旋處及車輛路旁停泊處範圍連同行人路在本文件隨附(A區)地下平面圖(其準確性經獲認可人士核實)中以紅色黑點標示，僅供識別”。

「行人路」是指“根據批地文件特別條款第(7)(b)(i)(II)(B)條，在附於批地文件附圖I以粉紅色藍色交叉斜線顯示的範圍或地政總署署長根據批地文件條款批准或要求的其他鄰近範圍，沿迴旋處及車輛路旁停泊處範圍提供及興建的行人路。行人路連同迴旋處及車輛路旁停泊處範圍在本文件隨附(A區)地下平面圖(其準確性經獲認可人士核實)中以紅色黑點標示，僅供識別”。

公契附表3第(2)(d)條：

(2) 地役權、權利和特權，而該地段及該屋苑的不可分割份數及持有、使用、佔用和享受每單位的專屬權利均受該地役權、權利和特權所規限:-

“(d) 在不抵觸批地文件條款的情況下，所有公眾人士在日間和夜晚任何時候自由及免費，以車輛進出迴旋處及車輛路旁停泊處範圍，以徒步或以輪椅行經、來回及穿越行人路及粉紅色黑斜線範圍，以徒步或以輪椅穿越、再穿越及行經粉紅色黑交叉斜線範圍，以車輛進出地政總署署長所批准或要求的粉紅色黑交叉斜線範圍、或其部份或多個部份，作所有合法目的之權利;”

3. 批地文件特別條款第(8)條提及的粉紅色黑斜線範圍

a. 批地文件提及上述設施之相關條款：

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特別條款第(8)(a)條規定，如非事前獲署長書面同意，不可在附圖I以粉紅色黑斜線顯示的範圍（以下簡稱「粉紅色黑斜線範圍」）內豎立或興建建築物或構築物或建築物或構築物的支撐，下述除外：

- (i) 根據本條特別條款之細分條款(b)提供的該等構築物；
- (ii) 署長批准在粉紅色黑斜線範圍內已豎立或將豎立之任何建築物或多座建築物的一層或多層地下層；及
- (iii) 署長批准延伸至粉紅色黑斜線範圍的該等行人天橋、建築特徵、陽台、簷篷和其他構築物。

特別條款第(8)(b)(i)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費以署長批准的方式及物料、標準、水平、位置和設計進行下列工程，並全面令署長滿意：

- (I) 鋪設、平整及美化粉紅色黑斜線範圍；及
- (II) 提供和興建署長在其絕對酌情權要求或批准的橋、隧道、上跨路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(以下統稱「行人街道構築物」)

以供行人可在粉紅色黑斜線範圍往來。

特別條款第(8)(b)(ii)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費在粉紅色黑斜線範圍鋪設路面、路邊及渠道，並按署長要求提供予此範圍溝渠、水渠、排水渠、消防栓連接駁總水管的水管、街燈、街道設施及道路標記，並令署長滿意。

特別條款第(8)(e)條規定，在承批人完成履行其在本條特別條款之細分條款(b)(i)及(b)(ii)下的責任後，或政府已進行本條特別條款之細分條款(c)條所指進行的工程的情況下，承批人須允許所有公眾人士在任何時候自由及免費徒步或以輪椅行經、來回及穿越粉紅色黑斜線範圍，作所有合法目的。

特別條款第(8)(k)條規定，僅就本條特別條款之細分條款(b), (c)及(g)條而言，「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款：

粉紅色黑斜線範圍構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。

公契敘文(1)(a)段：

「粉紅色黑斜線範圍」是指批地文件特別條款第(8)條所述的範圍，在批地文件附圖I中以粉紅色黑斜線標示供識別用途，並構成公眾休憩用地的一部份。

公契附表3第(2)(d)條：

(2) 地役權、權利和特權，而該地段及該屋苑的不可分割份數及持有、使用、佔用和享受每單位的專屬權利均受該地役權、權利和特權所規限:-

“(d) 在不抵觸批地文件條款的情況下，所有公眾人士在任何時候不論日間及夜晚自由及免費，以車輛進出迴旋處及車輛路旁停泊處範圍，以徒步或以輪椅行經、來回及穿越行人路及粉紅色黑斜線範圍，以徒步或以輪椅行經、來回及穿越粉紅色黑交叉斜線範圍，以車輛進出地政總署署長所批准或要求的粉紅色黑交叉斜線範圍、或其部份或多個部份，作所有合法目的之權利。”

4. **批地文件特別條款第(9)條提及的粉紅色黑交叉斜線範圍**

a. 批地文件有關上述設施之相關條款：

特別條款第(9)(a)條規定，如非事前獲署長書面同意，不可在附圖I以粉紅色黑交叉斜線顯示的範圍（以下簡稱「粉紅色黑交叉斜線範圍」）從地面水平起5.1米或以內豎立或興建建築物或構築物或建築物或構築物的支撐。就本細分條款(a)條而言，署長對於甚麼構成粉紅色黑交叉斜線範圍的地面水平的決定將會是最終的決定，並且對承批人具有約束力。

特別條款第(9)(b)(i)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，自費以署長批准方式及物料、標準、水平、位置和設計鋪設及平整粉紅色黑交叉斜線範圍，並全面令署長滿意，以供車輛及行人可在粉紅色黑交叉斜線範圍往來。

特別條款第(9)(b)(ii)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准其他延長之時間)內，自費在粉紅色黑交叉斜線範圍鋪設路面、路邊及渠道並按署長要求提供予此範圍溝渠、水渠、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，並令署長滿意。

特別條款第(9)(d)條規定，在承批人完成履行其在本條特別條款之細分條款(b)(i)條及(b)(ii)條下的責任後，或在政府已進行本條特別條款之細分條款(c)條所指的工程的情況下，承批人須在不論白天和黑夜的任何時間：

- (i) 允許所有公眾人士作所有合法目的自由及免費徒步或以輪椅行經、來回及穿越粉紅色黑交叉斜線範圍；及
- (ii) 允許所有公眾人士之車輛作所有合法目的自由及免費，通過署長所批准或要求的粉紅色黑交叉斜線範圍、其部份或其多個部份。

特別條款第(9)(k)條規定，就本條特別條款之細分條款(b),(c)及(h)條而言，「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款：

粉紅色黑交叉斜線範圍的部份構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。粉紅色黑交叉斜線範圍的部份構成在公契敘文(1)(a)段定義中「屋苑公用地方」的一部份。

公契敘文(1)(a)段：

「粉紅色黑交叉斜線範圍」是指批地文件特別條款第(9)條所述的範圍，在批地文件附圖I中以粉紅色黑交叉斜線標示，以供識別。

公契第(3:02:01)條規定，除非本契約另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在公契和批地文件規定保留予財政司司長法團的地役權、特權及權利不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但在不局限於前述的一般性的原則下:-

“(w)採取一切必要或合宜的措施，以符合批地文件及有關該地段及/或該屋苑，而並無該地段及/或該屋苑內之業主、租客或佔用人須獨自負責的任何法規或政府要求。”

公契附表3第(2)(d)條：

(2) 地役權、權利和特權，而該地段及該屋苑的不可分割份數及持有、使用、佔用和享受每單位的專屬權利均受該地役權、權利和特權所規限:-

“(d) 在不抵觸批地文件的條款的情況下，所有公眾人士在任何時候不論日間及夜晚自由及免費，以車輛進出迴旋處及車輛路旁停泊處範圍，以徒步或以輪椅行經、來回及穿越行人路及粉紅色黑斜線範圍，以徒步或以輪椅行經、來回及穿越粉紅色黑交叉斜線範圍，以車輛進出地政總署署長所批准或要求粉紅色黑交叉斜線範圍、或其部份或多個部份，作所有合法目的之權利。”

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5. 批地文件特別條款第(10)條提及的棕色範圍

a. 批地文件提及上述設施之相關條款:

特別條款第(10)(a)條規定，在獲授予該地段之同時，亦獲授予在協定整個批租年期內不時及任何時候，承批人及其僱員、訪客、工人和其他獲其授權的人士可在署長批准的水平上，為作所有與恰當使用及享用該地段有關的用途，行經、來回及穿越附圖I以棕色顯示之範圍（以下簡稱「棕色範圍」）的權利。

特別條款第(10)(b)條規定，承批人須於從批地文件之日起72個公曆月(或署長批准之其他延長時間)內，以署長要求或批准的方式及物料、標準、水平、位置和設計自費鋪設、平整和美化棕色範圍，並在棕色範圍內建造已鋪砌的道路，以及連帶的街道設施、交通輔助設施、街燈、下水道、排水管及其他構築物，使可授予在本條特別條款之細分條款(a)條所提及的通行權，並全面令署長滿意，使行人可在上面行走。

b. 公契提及上述設施之相關條款:

公契敘文(1)(a)段:

「棕色範圍」是指批地文件附圖I中以棕色標示的範圍，已根據批地文件特別條款第(10)(a)條就此範圍授予若干通行權。

6. 批地文件特別條款第(11)及(12)條提及的保留範圍和黃色範圍

a. 批地文件有關上述設施之相關條款:

特別條款第(11)(a)條規定，一個由在顯示於附圖I包含以粉紅色綠斜線部份顯示的地面層或多層及其地面及其上全部空間而組成的地層部份（以下簡稱「保留範圍」）將豁除及保留予政府，作重置公眾休憩用地之用(定義見特別條款第(12)條)。就本細分條款而言，署長對於甚麼構成地面層或多層的決定將會是最終的決定，並且對承批人具有約束力。

特別條款第(11)(b)條規定，除特別條款第(12)條列明外，承批人對保留範圍並沒有擁有權、佔管權或使用權的權利或業權。

特別條款第(12)(a)(i)條規定，承批人須從獲得附圖I以黃色顯示的範圍（以下簡稱「黃色範圍」）之佔管權之日起18個公曆月(或署長批准其他延長之時間)內，以康樂文化事務署署長在其絕對酌情權下要求的方式及物料、標準、水平、位置和設計，自費平整、提供和美化保留範圍及黃色範圍（連同康樂文化事務署署長在其絕對酌情權下要求的構築物、裝置和其他設施）以作一個面積不少於335平方米的公眾休憩用地（以下簡稱「重置公眾休憩用地」），並且全面令康樂文化事務署署長及署長滿意。就本特別條款而言，康樂文化事務署署長對於甚麼構成重置公眾休憩用地的決定將會是最終的決定，並且對承批人具有約束力。

特別條款第(12)(d)條規定，僅為進行本特別條款細分條款(a)條指明的必要工程，承批人須:

- (i) 於批地文件之日期被授予保留範圍的佔管權；及
- (ii) 於署長致承批人的信函中指明的日期被授予黃色範圍的佔管權。

保留範圍及黃色範圍須在被要求時交還政府，及在任何情況下須於署長提及此等條款已在其滿意下完成的信函的日期被當作由承批人交還政府。

特別條款第(12)(p)條規定，僅就本條特別條款之細分條款(a),(b),(g),(i),(k),(l),(m),(n)及(o)條而言，「承批人」一詞不包括其受讓人。

b. 公契有關上述設施之相關條款:

公契第四附表第55 條規定:

第一業主需獨自負責為履行及符合批地文件的條款有關(i)均在批地文件特別條款第(5)條所提及的「綠色範

圍」、「綠色黑點範圍」及「該構築物」，(ii) 在批地文件特別條款第(11)條提及的「保留範圍」及 (iii) 均在批地文件特別條款第(12)條內提及的「黃色範圍」及「重置公眾休憩用地」的管理及保養。

7. 批地文件特別條款第(18)條提及的政府房舍

a. 批地文件有關上述設施之相關條款:

特別條款第(18)(a)條規定，承批人須自費在該地段內按照附於批地文件的技術附表（以下簡稱「該技術附表」）及批地文件特別條款第(19)(a)條批准之圖則，並運用良好專業的施工方法，豎立、興建和提供以下房舍:

- (i) 在B區內提供一間為長者而設之老人院舍連同一間社區支援服務中心（以下簡稱「老人院舍連同社區支援服務中心」），其淨運作樓面面積不少於1,096平方米或由署長以書面批准的其他樓面面積，並須於在批地文件特別條款第(13)條的指定日期或之前完成，並且使其適合佔用;
- (ii) 在B區內提供一處量度為7.6米長及3.0米寬連同以最小淨空高度為2.8米的停車位，僅供老人院舍連同社區支援服務中心使用（以下簡稱「老人院舍停車位」），並須於在批地文件特別條款第(13)條的指定日期或之前完成，並且使其適合佔用;
- (iii) 在B區內提供一個垃圾收集站（以下簡稱「垃圾收集站」），其淨運作樓面面積不少於579平方米或由署長以書面批准的其他樓面面積，並須於在批地文件特別條款第(13)條的指定日期或之前完成，並且使其適合佔用及使用; 及
- (iv) 在A區內提供一個公共廁所（以下簡稱「公共廁所」），其淨運作樓面面積不少於131平方米或由署長以書面批准的其他樓面面積，並須於在批地文件特別條款第(13)條的指定日期或之前完成，並且使其適合佔用及使用。

（該房舍包括任何其他署長在其絕對酌情權決定之僅與該房舍有關的其他區域、設施、服務設施和裝置（其決定為最終且對承批人具有約束力），以下統稱「政府房舍」）。

特別條款第(18)(b)條規定，政府從而保留在其絕對酌情權下在任何時候改變或修改政府房舍或其任何部份的用途之權利。

特別條款第(31)(a)條規定，“承批人須在整個協定批租年期自費但可收取特別條款第(44)(a)(ii)(I)條所述的財政司司長法團的任何分擔款項維護下列各項（下稱「項目」），以達致各方面令署長滿意的程度:

- (i) 政府房舍的外牆裝修物料以及所有牆、柱、橫樑、天花板、天台樓板、車道或樓板的結構或政府房舍當中、周圍、內部、上下方的任何其他結構元件;
- (ii) 為政府房舍及該地段發展項目餘下部份而設的所有升降機、扶手電梯及樓梯;
- (iii) 構成服務政府房舍及該地段發展項目餘下部份之系統的一部份的一切屋宇裝備裝置、機械及設備（包括但不限於便攜式及非便攜式消防裝置設備）;
- (iv) 政府房舍下的所有結構板，連同其中及其下面的排水系統; 及
- (v) 為服務政府房舍及該地段發展項目餘下部份而設的所有其他公用部份及設施。”

特別條款第(31)(c)條規定，僅就本特別條款而言，「承批人」一詞不包括財政司司長法團。

b. 公契有關上述設施之相關條款:

公契敘文(1)(a)段:

「財政司司長法團」是指“財政司司長法團，根據及憑藉香港法例第1015章《財政司司長法團條例》、其

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制定的任何規例及任何修訂法例註冊成立的單一法團。「財政司司長法團」一詞是指作為政府房舍業主的財政司司長法團，如文意許可，包括作為政府房舍業主的財政司司長法團的繼承人及受讓人。”

「政府房舍」指“批地文件特別條款第(18)(a)條所界定的相同涵義，包括B區內一間供為長者而設之老人院舍連同一間社區支援服務中心（「老人院舍連同社區支援服務中心」）（定義見批地文件特別條款第(18)(a)(i)條，在本文件附圖（其準確性經獲認可人士核實）以灰色標示，僅供識別）、B區內一處僅供老人院舍連同社區支援服務中心使用的停車位（「老人院舍停車位」）（定義見批地文件特別條款第(18)(a)(ii)條，在本文件附圖（其準確性經獲認可人士核實）以灰色黑交叉斜線標示，僅供識別）、B區內一個垃圾收集站（「垃圾收集站」）（定義見批地文件特別條款第(18)(a)(iii)條，在本文件附圖（其準確性經獲認可人士核實）以灰色黑點標示，僅供識別）以及A區內一個公共廁所（「公共廁所」）（定義見批地文件特別條款第(18)(a)(iv)條，在本文件附圖（其準確性經獲認可人士核實）以灰色黑斜線標示，僅供識別）。政府房舍包括地政總署署長在其絕對酌情權決定之所有其他專用範圍、設施、服務裝備和裝置（其決定為最終且對所有業主具有約束力）。”

「政府房舍維護開支」指“(i)管理人根據本文件第(3:02:01(aw))條，應政府房舍業主要求僅維護政府房舍專用裝備、設施及裝置所產生的所有成本及開支；(ii)財政司司長法團根據本文件附表7第(d)條應付的管理及維護費用；及(iii)財政司司長法團根據本文件附表7第(g)(ii)條應付的資本開支。”

「項目」指包括以下的項目：

在批地文件特別條款第(31)(a)條提及的：

- (i) 政府房舍的外飾面和政府房舍之內、周圍、內部、之上及之下的一切牆壁、支柱、大樑、天花、屋頂板、路軌或樓板及其他結構件；
- (ii) 服務政府房舍和在地段上的屋苑的餘下部分的一切升降機、扶手電梯及樓梯；
- (iii) 構成服務政府房舍和在地段上的屋苑的餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於手提式及固定消防裝置設備）；
- (iv) 政府房舍下面的所有結構板連同其內和其下的排水系統；及
- (v) 服務政府房舍和在地段上的屋苑的餘下部分的一切其他公用部分及設施。

公契第(3:01:08)條規定，該屋苑業主（作為政府房舍業主的財政司司長法團除外）須負責由管理人代行、維護、管理及維修項目，並須彌償財政司司長法團及政府因其未能管理及維護項目而招致的任何性質的所有責任、損害賠償、開支、索償、成本、要求、控告、法律行動及程序。

公契第(3:02:01)(ax)條規定除非本契約另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的權利、地役權及特權不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但不局限於前述的一般性的原則下：

“(ax) 管理和維護項目。”

公契附表3第(4)及(5)條，規定如下：

“(4) 儘管本契約載有任何條文，財政司司長法團、其承租人、租戶、被許可人及其授權的人士，以及政府房舍或其任何部份當其時的業主或佔用人有權：

- (a) 就政府房舍各部份享有庇護、支援及保護；
- (b) 使燃氣、電力、水、污水、空調、電話及所有其他服務一直自由通過現時、今後或在批地文件所批租的年期內安裝或穿過該地段任何部份或該地段上該屋苑任何部份的雨水渠、污水渠、排水渠、煙道、導管、管道、水道、電纜、水管、電線及其他傳導介質往返政府房舍流動；

- (c) 全權酌情隨時自費改建、改裝、改造、接駁或修復僅供政府房舍或其任何部份使用的任何裝備及設施（「政府房舍裝備」），而無需向任何其他業主或管理人支付任何費用或取得其批准或同意，惟在政府房舍裝備的任何改建、改裝、改造、接駁或修復工程期間應採取適當及充分的謹慎及預防措施，以確保不會損壞該地段內及供該地段上該屋苑除政府房舍外的所有部份使用的裝備及設施；
- (d) 就正當使用及享用政府房舍或其任何一個或多個部份來回穿越及行經和使用該地段任何公用部份或該地段上的該屋苑的任何公用部份（包括但不限於公用地方），以及使用及收取該地段或該地段上的該屋苑內任何公用設施（包括但不限於公用設施）的收益；
- (e) 在任何合理時間，不論是否帶同測量師、承建商、工人及其他人士、車輛、機器、設備、物料及機械，進入該地段或該地段上的該屋苑任何部份以對政府房舍或其任何一個或多個部份提供或實施維護、維修、加建及改建工程以及其他工程，以及對政府房舍裝備或其任何部份提供或實施維護、維修、加建、改建、改裝、改造、接駁及修復工程以及其他工程；
- (f) 按照地政總署署長的要求，自由及暢通無阻地往返政府房舍；
- (g) 按照財政司司長法團認為適宜的方式，獨自在政府房舍或其任何一個或多個部份當中、內部、周圍及邊界的牆、柱及其他結構元件上安裝、豎立、展現、展示、維護、維修、拆除及更新標誌及廣告，以及進入該地段或該地段上的該屋苑的任何部份，不論是否帶同僱員、工人及其他人士、機器、設備、機械及物料，以檢查、安裝、豎立、展現、展示、維護、維修、拆除及更新該等標誌及廣告；
- (h) 接觸固定於政府房舍天台樓板、牆及其他結構元件之上或內部的照明設施導管、消防、通風及其他裝備、設施、裝置、固定裝置、附屬工程、機械及物料；
- (i) 在牆、柱、橫樑、天花板、天台樓板、車道或樓板的結構及政府房舍當中、周圍、內部、上下方的其他結構元件改建及安裝附加裝備，僅供政府房舍或其任何一個或多個部份使用及受益，以及就此進入該地段或該地段上的該屋苑的任何部份，不論是否帶同僱員、工人及其他人士、機器、設備、機械及物料，惟在任何該等改建工程期間應採取適當及充分的謹慎及預防措施，以確保不會損壞該地段內及供該地段上的該屋苑除政府房舍外的所有部份使用的裝備及設施；

以及地政總署署長認為必需或合宜的其他權利、特權及地役權。

(5) 政府或財政司司長法團有權隨時按其絕對酌情權修改或變更政府房舍或其任何一個或多個部份的用途，而無需取得其他業主或管理人的批准或同意，其他業主或管理人亦不得就此徵收任何收費或費用。”

公契附表7第(b)條規定，財政司司長法團作為政府房舍的業主只負責政府房舍的維修及管理(公契定義的項目除外)，並不需負責該屋苑之任何其他部份。

8. 批地文件特別條款第(37)條提及的公眾休憩用地

a. 批地文件有關上述設施之相關條款:

特別條款第(37)(a)條規定，承批人須於在批地文件特別條款第(13)條的指定日期或之前，在該地段內自費提供不少於2,665平方米的休憩用地，並令署長滿意(以下簡稱「公眾休憩用地」)。公眾休憩用地的選址、構建、保養、景觀設計、植被栽種、處理及提供方式及其材料與設備和設施均需按署長的要求進行，並全面令署長滿意。

特別條款第(37)(c)條規定，承批人須於公眾休憩用地興建完成後，允許所有公眾人士在日間和夜間所有合理時候或署長在其絕對酌情權下要求的時間，自由及免費行經、來回及穿越並享用公眾休憩用地連同提供在上方的設備和設施，作所有合法目的。

特別條款第(37)(i)條規定，僅就本特別條款而言，「承批人」一詞不包括其受讓人。

b. 公契有關上述設施之相關條款:

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公眾休憩用地構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。

公契敘文(1)(a)段：

「公眾休憩用地」是指“根據批地文件特別條款第(37)條在該地段提供的休憩用地，在本文件隨附的（A區）地下平面圖及（A區）5樓平面圖（其準確性均經獲認可人士核實）中以紅色黑斜線標示，僅供識別”。

公契附表3第(2)(e)條：

(2) 地役權、權利和特權，而該地段及該屋苑的不可分割份數及持有、使用、佔用和享受每單位的專屬權利均受該地役權、權利和特權所規限:-

“(e) 在不抵觸批地文件的條款的情況下，所有公眾人士在日間及夜間所有合理時候或在地政總署署長在其絕對酌情權下要求的時間內作所有合法目的自由及免費行經、來回及穿越和享用公眾休憩用地連同提供在其上方之設備和設施的權利，及所有公眾人士在日間及夜間所有合理時間行經、來回、穿越及通往由商業樓宇業主或多個業主合理指定或重新指定的商業樓宇部份及路線，作通往及離開公眾休憩用地的用途。”

9. 批地文件特別條款第(47)條提及的未來港鐵隧道相關構築物

a. 批地文件有關上述設施之相關條款:

特別條款第(47)(a)條規定，當署長要求時，承批人須於在署長指定的時間內，自費以署長的要求或批准物料、標準、水平、部署及設計，提供和興建及在日後管理和保養，署長要求的結構支撐物及接駁物連同扶手電梯、升降機、樓梯（以下統稱「未來港鐵隧道相關構築物」），以全面令署長滿意，以連接該地段到一條將興建通往灣仔港鐵站的隧道（以下簡稱「未來港鐵隧道」），在附圖I顯示及標記為位於A點與B點之間且穿越C點，或在由署長書面批准的其他地點（以下簡稱「該地點」）。

特別條款第(47)(f)條規定，承批人在協定的整個批租年期內，於灣仔港鐵站開放時間，並依照任何署長不時施加的要求，允許任何公眾人士作任何合法目的自由及免費，徒步行經、來回、穿越、上落至未來港鐵隧道相關構築物，及進入、行經、來回及穿越該地段或於上方興建或將興建的樓宇或多座樓宇必需的部份，作往返未來港鐵隧道或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路及政府土地之用。

特別條款第(47)(k)條規定，僅就本條特別條款而言，「承批人」一詞不包括財政司司長法團。

b. 公契有關上述設施之相關條款:

未來港鐵隧道相關構築物構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。

公契敘文(1)(a)段：

「未來港鐵隧道相關構築物」是指地政總署署長要求根據批地文件特別條款第(47)(a)條提供和興建的結構支撐物及接駁物連同扶手電梯、升降機及樓梯。

公契附表3第(2)(f)條：

(2) 地役權、權利和特權，而是該地段及該屋苑的不可分割份數及持有、使用、佔用和享受，每單位有專屬權利均受該地役權、權利和特權所規限:-

“(f) 在不抵觸批地文件的條款的情況下，所有公眾人士於灣仔港鐵站開放時間，並依照任何地政總署署長不時施加的要求，作任何合法目的自由及免費徒步行經、來回、穿越、上落至未來港鐵隧道相關構築物的權利，及進入、行經及穿越該地段或該屋苑，作來往未來港鐵隧道或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路及政府土地之用;”

10. 批地文件特別條款第(48)(e)條提及的繳款停泊的車位

a. 批地文件有關上述設施之相關條款:

特別條款第(48)(e)條規定：

- (i) 承批人須在A區內提供不少於80個車位或署長批准的其他指定車位數目，並令署長滿意。
- (ii) 根據本條特別條款之細分條款(a)(iii)、(b)(i)(I)及(b)(i)(II)條下所提供的車位可作計算於及構成根據本條特別條款之細分條款(e)(i)所需提供的車位數目。
- (iii) 在不抵觸本條特別條款之細分條款(e)(iv)條的情況下，承批人須在協定的整個批租年期保持按本條特別條款之細分條款(e)(i)條下提供的車位，在任何時候可供任何公眾人士作短期停泊汽車使用，停泊時段不超過一個公曆月，且收取署長批准之費用或收費。
- (iv) 在任何時候須有不少於24個根據本特別條款之細分條款(e)(i)條下提供的車位供任何公眾人士作時租形式的短期停泊汽車使用，並收取署長批准的費用或收費。
- (v) 根據本細分條款(e)條下提供的車位的地點、管理和運作（包括但不限於收費率）須按照署長事先的書面批准。
- (vi) 根據本細分條款(e)條下提供的車位除供獲在道路交通條例、任何其下法規和任何修訂之法例下發牌的汽車停泊外，不得作其他用途，尤其是上述車位不得用作貯藏、展示或展出汽車作銷售或其他用途。
- (vii) 承批人不得轉讓、抵押、押記、終止、批租、轉租或放棄佔管權或以其他方式處置根據本條特別條款之細分條款(e)(i)條下提供的車位，或任何其中的權利，或為此簽訂協議，以一個整體作上述事情除外，但承批人可按照本細分條款(e)條向公眾人士發出許可或分租個別車位。

根據由地政處港島東分區於2013年3月8日發出的信函（註冊在土地註冊處的編號為13032102740015），地政總署署長已批准更改根據批地文件特別條款第(48)(e)(i)條要求提供的車位數目由不少於80個至不少於59個。

b. 公契有關上述設施之相關條款:

公契附表4第(58)條規定，根據批地文件特別條款第(48)(b)(i)(II)條提供，並包括在商業車位範圍的車位，已作計算於及構成根據批地文件特別條款第(48)(e)條所需提供的車位數目，並因此須受批地文件特別條款第(48)(e)條的條款及細則限制。

11. 批地文件特別條款第(48)(f)條提及的夜間繳款停泊的車位

a. 批地文件有關上述設施之相關條款:

特別條款第(48)(f)條規定：

- (i) 不少於百分之50根據批地文件特別條款第(49)(a)(i)(I)條下提供的車位，或署長批准之其他車位數目，須於每日20：00至8：00用作停泊貨車的用途。
- (ii) 承批人須在協定的整個批租年期保持根據本條特別條款之細分條款(f)(i)條下提供的車位可供所有公眾人士於細分條款(f)(i)條所指定的時間及用途使用，並收取署長批准的費用或收費。
- (iii) 根據本特別條款之細分條款(f)條下提供的車位的地點、管理和運作（包括但不限於收費

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率)須按照署長事先書面的批准。

- (iv) 根據本細分條款(f)條下提供的車位除供獲按照道路交通條例、任何其下法規和任何修訂之法例下發牌的貨車停泊外，不得作其他用途，尤其是上述車位不得用作貯藏、展示或展出汽車作銷售或其他用途。

b. 公契有關上述設施之相關條款:

公契第(3:02:01)條規定，除非本契約另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的地役權、特權及權利不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但不局限於前述的一般性的原則下:-

“(w) 採取一切必要或合宜的措施，以符合批地文件及有關該地段及/或該屋苑，而並無該地段及/或該屋苑內之業主、租客或佔用人須單獨負責的任何法規或政府要求;”

12. 批地文件特別條款第(49)(a)(i)(II)條提及的貨車裝卸車位

a. 批地文件有關上述設施之相關條款:

特別條款第(49)(a)(i)(II)條規定需在該地段內提供車位以令署長滿意:-

- (i) 以下列比率提供貨車裝卸;
- (II) 在供B區內已建造或擬建造的一座或多座大廈(包括老人院舍連同社區支援服務中心)的佔用者及其真正的客人、訪客及被邀請者使用的一個車位，並需於特別條款第(13)條內所指的日期或之前完成及使之適合佔用。

b. 公契有關上述設施之相關條款:

根據批地文件特別條款第(49)(a)(i)(II)條提及的裝卸車位構成在公契敘文(1)(a)段定義的“屋苑公用地方”的一部份。

公契第(3:02:01)條規定，除非本契約另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的地役權、特權及權利不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但不局限於前述的一般性的原則下:-

“(w) 採取一切必要或合宜的措施，以符合批地文件及有關該地段及/或該屋苑，而並無該地段及/或該屋苑內之業主、租客或佔用人須單獨負責的任何法規或政府要求;”

13. 批地文件特別條款第(49)(a)(ii)條提及的汽車(包括的士)停泊處

a. 批地文件提及上述設施之相關條款:

特別條款第(49)(a)(ii)條規定，須在該地段內提供空間，用作於迴旋處及車輛路旁停泊處範圍及鄰近綠色範圍內，長度不少於38米，供汽車(包括的士)上落客，以署長要求或批准的形式、標準及地點提供的車輛停泊處，以令署長滿意。

b. 公契提及上述設施之條款:

在迴旋處及車輛路旁停泊處範圍內提供或將提供的車輛停泊處構成公契敘文(1)(a)段中定義的「商業樓宇」的一部份。

14. 批地文件特別條款第(49)(a)(iii)條提及的車輛停泊處及的士站

a. 批地文件有關上述設施之相關條款:

特別條款第(49)(a)(iii)條規定，須在該地段內提供空間，用作需於A區內，長度不少於23米，供汽車(包括的士)上落客，以署長要求或批准的形式、標準及地點提供車輛停泊處及的士站，以令署長滿意。

b. 公契提及上述設施之條款:

依據批地文件特別條款第(49)(a)(iii)條提供或將提供作汽車(包括的士)上落客的車輛停泊處及的士站，構成公契敘文(1)(a)段中定義的「屋苑公用地方」的一部份。

公契第(3:02:01)條規定，除非本契約另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的地役權、特權及權利不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但不局限於前述的一般性的原則下:-

“(w) 採取一切必要或合宜的措施，以符合批地文件及有關該地段及/或該屋苑，而並無該地段及/或該屋苑內之業主、租客或佔用人須單獨負責的任何法規或政府要求;”

15. 批地文件特別條款第(67)條提及的擬建之地下通道連接物

a. 批地文件有關上述設施之相關條款:

特別條款第(67)(a)條規定，承批人須自費及在署長規定的時限內，在該地段內，以署長要求或批准的材料、標準、水平、部署及設計提供及興建，及其後管理和保養，此等行人地下通道連接物連同署長要求的扶手電梯、升降機、樓梯(以下統稱為「擬建地下通道連接物」)，並全面令署長滿意，以接連一條擬建通往現稱合和中心的大廈之地下通道，興建於稱為及在土地註冊處註冊為內地段8551號的該幅土地(該擬建地下通道下稱為「擬建地下通道」)，在附於日期為2013年7月3日且在土地註冊處註冊之註冊編號為13070502870013之修訂書的圖則A上顯示及標記為位於X1點及Y1點之間且穿越Z1點，或在由署長書面批准的其他地點(下稱「該連接點」)。

特別條款第(67)(f)條規定，承批人須在協定的整個批租年期內，並依照任何署長不時施加的要求，於灣仔港鐵站開放時間允許任何公眾人士為任何合法目的自由及免費，徒步或以輪椅行經、來回、穿越、上落擬建地下通道連接物，及進入、行經、來回及穿越該地段或於上方興建或將興建的樓宇或多座樓宇必需的部份，作擬建地下通道及灣仔港鐵站或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路通往政府土地之用。

特別條款第(67)(m)條規定，就本條特別條款而言，「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款:

「擬建地下通道連接物」構成在公契敘文(1)(a)段定義中「商業樓宇」的一部份。

公契敘文(1)(a)段:

「擬建地下通道連接物」是指地政總署署長根據批地文件特別條款第(67)(a)條要求提供和興建用以接連擬建地下通道的行人地下通道連接物連同扶手電梯、升降機及樓梯。

公契附表3第(2)(g)條:

(2) 地役權、權利和特權，而是該地段及該屋苑的不可分割份數及持有、使用、佔用和享受，每單位有專屬權利均受該地役權、權利和特權所規限:-

“(g) 在不抵觸批地文件的條款的情況下，所有公眾人士於灣仔港鐵站開放時間及依照地政總署

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署長不時施加的任何要求，作任何合法目的自由及免費，徒步或以輪椅行經、來回、穿越、上落擬建地下通道連接物，及進入、行經、來回及穿越該地段或該屋苑必需的部份，作往返擬建地下通道及灣仔港鐵站或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路及政府土地之用的權利。”

B. 根據批地文件規定須由發展項目第一期中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的資料

1. 批地文件特別條款第(5)條提及的綠色範圍及綠色黑點範圍

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主(財政司司長法團除外))出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支, 應付管理、營運或維持上述設施的部分開支¹。

a. 批地文件有關上述設施之相關條款:

特別條款第(5)(a)(iii)條規定, 承批人須自費保養綠色範圍及綠色黑點範圍, 連同該構築物及所有興建、設置及提供在該等範圍上或內的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記、美化工程及植物, 以令署長滿意, 直至依據此特別條款之細分條款(d)條交還綠色範圍及綠色黑點範圍的管有權予政府為止。

特別條款第(5)(d)條規定, 只作以進行本特別條款之細分條款(a)所指定及需要工程之用途, 承批人須從批地文件之日(或由署長指定的其他日期)起獲授予綠色範圍及綠色黑點範圍的佔管權。綠色範圍及綠色黑點範圍或其任何部份或其多個部份須應政府要求時交還予政府, 及在任何情況下, 在署長致函予承批人表明該等條款已符合署長滿意當日即視作已交還該等範圍予政府。承批人須在佔管綠色範圍及綠色黑點範圍或其任何部份或其多個部份期間, 在任何合理時間下容許一切政府和公共車輛及行人自由穿越、通往及前往該等範圍, 並須確保此等穿越不受不論在本特別條款下或在此以外所進行的工程干擾或阻礙。

特別條款第(5)(h)條規定, 僅就本條特別條款之細分條款(a), (b) 及(c) 條而言, 「承批人」一詞不包括憑藉財政司司長法團條例、其下任何訂立的規例及任何修訂法規所成立的單一法團(以下簡稱「財政司司長法團」, 如在文意許可的情況下, 該詞包括其繼承人及受讓人)。

b. 公契提及上述設施之相關條款:

公契第四附表第55 條規定, 「第一業主」需獨自負責為履行及符合批地文件的條款有關(i)在批地文件特別條款第(5)條所提及的「綠色範圍」、「綠色黑點範圍」及「該構築物」, (ii)在批地文件特別條款第(11)條提及的「保留範圍」及 (iii) 均在批地文件特別條款第(12)條內提及的「黃色範圍」及「重置公眾休憩用地」的管理及保養。

2. 批地文件特別條款第(7)條提及之行人路

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主(財政司司長法團除外))出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支, 應付管理、營運或維持上述設施的部分開支²。

¹備註
根據公契的條款, 第一業主(市區重建局)需獨自負責執行及符合批地文件中有關綠色範圍及綠色黑點範圍之條款。

²備註
根據公契的條款, 行人路構成商業樓宇的一部份, 而有關業主需負責行人路的保養及管理。

a. 批地文件有關上述設施之相關條款:

特別條款第(7)(b)(iii)(II)條規定, 承批人須在整個協定批租年期內自費管理及保養, 以全面令署長滿意:

(II) 行人路連同所有於其上或其內設置及提供的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施及道路標記。

特別條款第(7)(e)(ii)條規定, 在承批人完成履行其在本條特別條款之細分條款(b)(i)條及(b)(ii)條下的責任後, 或在政府已進行本特別條款之細分條款(c)條提及的工程的情況下, 承批人須在整個協定批租年期內的任何時候, 不論日間和夜間, 允許任何公眾人士作所有合法目的, 自由及免費, 徒步或以輪椅行經、來回及穿越行人路, 但在該迴旋處不得上落客。

特別條款第(7)(m)條規定, 僅就本條特別條款之細分條款(b),(c),(h)及(i)條而言, 「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款:

行人路構成公契定義中「商業樓宇」之一部份。

3. 批地文件特別條款第(8)條提及之粉紅色黑斜線範圍

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主(財政司司長法團除外))出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支, 應付管理、營運或維持上述設施的部分開支³。

a. 批地文件有關上述設施之相關條款:

特別條款第(8)(b)(iii)條規定, 承批人須在整個協定批租年期內自費管理及保養粉紅色黑斜線範圍連同行人街道構築物以及所有於其上或其內興建、設置及提供的構築物、表面、溝渠、水渠、排水渠、消防栓、服務設施、街燈、街道設施、道路標記、美化工程及植物, 以令署長滿意。

特別條款第(8)(e)條規定, 在承批人完成履行其在本條特別條款之細分條款(b)(i)條及(b)(ii)條下的責任後, 或在政府已進行本特別條款之細分條款(c)條提及的工程的情況下, 承批人須在任何時候, 允許所有公眾人士作所有合法目的自由及免費, 徒步或以輪椅行經、來回及穿越粉紅色黑斜線範圍。

特別條款第(8)(k)條規定, 僅就本條特別條款之細分條款(b), (c)及(g)條而言, 「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款:

粉紅色黑斜線範圍構成本契約敘文(1)(a)段定義中「商業樓宇」之一部份。

4. 批地文件特別條款第(9)條提及之粉紅色黑交叉斜線範圍

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主(財政司司長法團除外))出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支, 應付管理、營運或維持上述設施的部分開支⁴。

³備註
根據公契的條款, 粉紅色黑斜線範圍構成商業樓宇的一部份, 有關業主需負責粉紅色黑斜線範圍的保養及管理。

⁴備註
根據公契的條款, 部份粉紅色黑交叉斜線範圍構成商業樓宇的一部份, 有關業主需負責粉紅色黑交叉斜線範圍的該部份的保養及管理。

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

a. 批地文件提及上述設施之條款:

特別條款第(9)(b)(iii)條規定，承批人須在整個協定批租年內自費管理及保養粉紅色黑交叉斜線範圍，以全面令署長滿意。

特別條款第(9)(d)條規定，在承批人完成履行其在本條特別條款之細分條款(b)(i)條及(b)(ii)條下的責任後，或在政府已進行本特別條款之細分條款(c)條提及的工程的情況下，承批人須在任何時候，不論日間和夜間:-

- (i) 允許所有公眾人士作所有合法目的自由及免費，徒步或以輪椅行經、來回及穿越粉紅色黑交叉斜線範圍; 及
- (ii) 允許所有公眾人士之車輛作所有合法目的自由及免費，穿越署長所批准或要求之粉紅色黑交叉斜線範圍、其部份或多個部份。

特別條款第(9)(k)條規定，僅就本條特別條款之細分條款(b), (c)及(h)條而言，「承批人」一詞不包括財政司司長法團。

b. 公契有關上述設施之條款:

部份粉紅色黑交叉斜線範圍構成公契敘文(1)(a)段定義中「商業樓宇」之一部份，及部份粉紅色黑交叉斜線範圍構成公契敘文(1)(a)段定義中「屋苑公用地方」之一部份。

公契第(3:02:01)條規定，除非公契另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的權利、地役權及特權不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但在不局限於前述的一般性的原則下:-

“(ag)按照本契約及批地文件或為業主共同利益，作出一切合理附帶於管理該地段及該屋苑的其他事項;

公契約條款 (3:04:01)條規定，為決定業主須支付分擔的費用，管理人須準備本契約條款(3:07:01)條提及的預算案。

公契約條款(3:04:02)條規定，上述預算案須涵蓋所有與管理該地段及該屋苑有關而招致之全部成本、費用及支出，在不局限於前述的一般性的原則下包括以下事項:-

“(j) 由業主支付的有關全部公用地方的所有收費、評估費、徵稅及其他支出;”

公契約條款(3:05:01)條規定，在不抵觸本契約第七附表的條款的情況下，

“(a) 每個單位的業主（政府房舍之業主除外）須按月向管理人預支與在附表二列明之管理份數成比例之管理費，但沒有業主可被要求支付超過其下述適當份數的管理費:

- (i) 任何有關或令該地段及該屋苑（但不單獨有關或單獨令任何單位、住宅公用範圍、住宅停車場公用範圍、住宅公用設施或住宅停車場公用設施受惠）、屋苑公用範圍及/或屋苑公用設施受惠的支出，該支出的全額須由該屋苑全體業主（政府房舍業主除外）依其所佔管理份數攤分;”

5. 批地文件特別條款第(10)條提及之棕色範圍

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主) 出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支，應付管理、營運或維持上述設施的部分開支⁵。

⁵備註

根據公契的條款，商業樓宇的業主需符合批地文件的條款負責有關棕色範圍(及構成或與其連接的任何部份)的保持、保養及維修。

a. 批地文件有關上述設施之相關條款:

特別條款第(10)(c)條規定，除在本特別條款之細分條款(g)條中定義的棕色範圍服務設施及擬建地下通道、擬建地下通道連接物涉及在本特別條款之細分條款(h)條提及的構築物外，承批人須在整個協定批租年內自費維護、保養及維修棕色範圍及所有構成或與其連接之部份，所做之全部須達致署長滿意，且承批人須為整體負責猶如他是其絕對業主一樣。

b. 公契有關上述設施之相關條款:

本契約第四附表第(53)條規定，商業樓宇業主須依照批地文件的條款負責維護、保養及維修棕色範圍（及任何構成或與其連接之部份）。

6. 批地文件特別條款第(47)條提及之未來港鐵隧道相關構築物

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主(財政司司長法團除外)) 出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支，應付管理、營運或維持上述設施的部分開支⁶。

a. 批地文件提及上述設施之相關條款:

特別條款第(47)(a)條規定，當署長要求時，承批人須於在署長指定的時間內，自費以署長的要求或批准的物料、標準、水平、部署及設計，提供和興建及在日後管理和保養，署長要求的結構支撐物及接駁物連同扶手電梯、升降機、樓梯（以下簡稱「未來港鐵隧道相關構築物」），並全面令署長滿意，以連接該地段到一條將興建通往灣仔港鐵站的隧道（以下簡稱「未來港鐵隧道」），在附圖I顯示及標記為位於A點與B點之間且穿越C點，或在由署長書面批准的其他地點（以下簡稱「該地點」）。

特別條款第(47)(f)條規定，承批人在協定的整個批租年內，於灣仔港鐵站開放時間，並依照任何署長不時施加的要求，允許任何公眾人士作任何合法目的自由及免費，徒步行經、來回、穿越、上落至未來港鐵隧道相關構築物，及進入、行經、來回及穿越該地段或於上方興建或將興建的樓宇或多座樓宇必需的部份，作未來港鐵隧道或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路通往政府土地之用。

特別條款第(47)(k)條規定，僅就本條特別條款而言，「承批人」一詞不包括財政司司長法團。

b. 公契提及上述設施之相關條款:

未來港鐵隧道相關構築物構成本契約定義中「商業樓宇」之一部份。

7. 批地文件特別條款第(48)(e)條提及之付費泊車之車位

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主) 出資管理、營運或維持; 及該等擁有人按規定須由有關住宅物業分攤的管理開支，應付管理、營運或維持上述設施的部分開支⁷。

⁶備註

根據公契的條款，未來港鐵隧道相關構築物構成商業樓宇的一部份及有關業主需負責未來港鐵隧道相關構築物的保養及管理。

⁷備註

根據公契的條款，按批地文件特別條款第(48)(b)(i)(II)條提供在商業停車場範圍的車位已計入及構成按批地文件特別條款第(48)(e)條需提供的車位數目，有關業主需負責該等車位的保養、運作及管理。

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

a. 批地文件有關上述設施之相關條款:

特別條款第(48)(e)條規定：

- (i) 承批人須在A區內提供不少於80個車位或署長批准的其他指定車位數目，並令署長滿意。
- (ii) 根據本條特別條款之細分條款(a)(iii)、(b)(i)(I) 及 (b)(i)(II)條提供的車位可計入及構成本條特別條款之細分條款(e)(i)條所需提供的車位數目。
- (iii) 在不抵觸本條特別條款之細分條款(e)(iv)條的情況下，承批人須在整個協定的批租年期保持按照本條特別條款之細分條款(e)(i)條提供的車位在任何時候可供任何公眾人士用於短期停泊汽車，停泊時期不得超過一個公曆月，並收取署長批准之費用或收費。
- (iv) 須在任何時候有不少於24個按本特別條款之細分條款(e)(i)條下提供的車位供任何公眾人士以時租形式作短期停泊，並收取署長批准的費用或收費。
- (v) 按本細分條款(e)條下提供的車位的地點、管理和營運（包括但不限於收費率）須按照署長事先書面的批准。
- (vi) 根據本細分條款(e)下提供的車位除供獲在道路交通條例、任何其下法規和任何修訂之法例下發牌的汽車停泊外，不得作其他用途。尤其是該等車位不得為用作貯藏、展示或展出汽車作銷售或其他用途。
- (vii) 承批人不得轉讓、抵押、押記、終止、批租、轉租或放棄佔管權或以其他方式處置根據本特別條款之細分條款(e)(i)條下提供的車位，或任何其中的權利，或為此簽訂協議，以一個整體作上述事情除外，但承批人可按本細分條款(e)條授予特許或分租該等車位予公眾。

根據由地政處港島東分區於2013年3月8日發出的信函（註冊在土地註冊處的編號為13032102740015），地政總署署長已批准更改根據批地文件特別條款第(48)(e)(i)條要求提供的車位數目由不少於80個至不少於59個。

b. 公契提及上述設施之相關條款:

公契附表4第(58)條規定，按批地文件特別條款第(48)(b)(i)(II)條提供，並包括在商業車位範圍的車位，已按計算於及構成根據批地文件特別條款第(48)(e)條所需提供的車位數目，並因此須受批地文件特別條款第(48)(e)條的條款及細則限制。

8. 批地文件特別條款第(48)(f)條提及之夜間繳款停泊之車位

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主)出資管理、營運或維持；及該等擁有人按規定須由有關住宅物業分攤的管理開支，應付管理、營運或維持上述設施的部分開支⁸。

a. 批地文件提及上述設施之相關條款:

特別條款第(48)(f)條規定：

- (i) 不少於百分之50根據批地文件特別條款第(49)(a)(i)(I)條下提供的車位，或署長批准之其他車位數目，須於每日20：00至8：00用作停泊貨車的用途。

⁸備註

根據公契的條款，財政司司長法團僅須負責政府房舍(不包括項目)的維持及管理，但不須負責該屋苑任何其他部分的維持及管理。

- (ii) 承批人須在協定的整個批租年期保持根據本條特別條款之細分條款(f)(i)條下提供的車位可供所有公眾人士於細分條款(f)(i)條所指定的時間及用途使用，並收取署長批准的費用或收費。
- (iii) 根據本特別條款之細分條款(f)條下提供的車位的地點、管理和運作（包括但不限於收費率）須按照署長事先書面的批准。
- (iv) 根據本細分條款(f)條下提供的車位除供獲按照道路交通條例、任何其下法規和任何修訂之法例下發牌的貨車停泊外，不得作其他用途，尤其是上述車位不得用作貯藏、展示或展出汽車作銷售或其他用途。

b. 公契提及上述設施之相關條款:

根據特別條款第(49)(a)(i)(I)條提供之裝卸車位構成公契定義中「屋苑公用地方」之一部份。

公契第(3:02:01)條規定，除非公契另有明文規定外，及在不抵觸財政司司長法團的權利和特權的限制的情況下，及在本公契和批地文件規定保留予財政司司長法團的權利、地役權及特權不被以任何方式作出不當影響或損害的情況下，管理人須負責及有全權作出一切作為及有關適當及有效管理該屋苑需要或必需的行為及事宜，特別包括，但在不局限於前述的一般性的原則下：-

“(ag)按照本契約及批地文件或為業主共同利益，作出一切合理附帶於管理該地段及該屋苑的其他事項;

公契條款 (3:04:01)條規定，為決定業主須支付分擔的費用，管理人須準備本契約條款(3:07:01)條提及的預算案。

公契條款(3:04:02)條規定，上述預算案須涵蓋所有與管理該地段及該屋苑有關而招致之全部成本、費用及支出，在不局限於前述的一般性的原則下包括以下事項：-

“(j) 由業主支付的有關全部公用地方的所有收費、評估費、徵稅及其他支出;”

公契條款(3:05:01)條規定：

“在不抵觸本契約第七附表的條款的情況下，

- (a) 每個單位的業主（政府房舍之業主除外）須按月向管理人預支與在附表二列明之管理份數成比例之管理費，但沒有業主可被要求支付超過其下述適當份數的管理費：
 - (i) 任何有關或令該地段及該屋苑（但不單獨有關或單獨令任何單位、住宅公用範圍、住宅停車場公用範圍、住宅公用設施或住宅停車場公用設施受惠）、屋苑公用範圍及/或屋苑公用設施受惠的支出，該支出的全額須由該屋苑全體業主（政府房舍業主除外）依其所佔管理份數攤分;”

9. 批地文件特別條款第(67)條提及之擬建地下通道連接物

上述設施按規定須由在發展項目第一期中的住宅物業的擁有人(及發展項目的共同業主（財政司司長法團除外）)出資管理、營運或維持；及該等擁有人按規定須由有關住宅物業分攤的管理開支，應付管理、營運或維持上述設施的部分開支⁹。

⁹備註

根據公契的條款，擬建地下通道連接物構成商業樓宇之一部份，有關業主需負責擬建地下通道連接物的保養及管理。

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

a. 批地文件提及上述設施之相關條款:

特別條款第(67)(a)條規定，承批人須自費及在署長規定的時限內，在該地段內，以署長要求或批准的材料、標準、水平、部署及設計提供及興建，及其後管理和保養，此等行人地下通道連接物連同署長要求的扶手電梯、升降機、樓梯（以下統稱為「擬建地下通道連接物」），並全面令署長滿意，以接收一條擬建通往現稱合和中心的大廈之地下通道，興建於稱為及在土地註冊處註冊為內地段8551號的該幅土地（該擬建地下通道下稱為「擬建地下通道」），在附於日期為2013年7月3日且在土地註冊處註冊之註冊編號為13070502870013之修訂書的圖則A上顯示及標記為位於X1點及Y1點之間且穿越Z1點，或在由署長書面批准的其他地點（下稱「該連接點」）。

特別條款第(67)(f)條規定，承批人須在協定的整個批租年期內，並依照任何署長不時施加的要求，於灣仔港鐵站開放時間允許任何公眾人士作任何合法目的自由及免費，徒步或以輪椅行經、來回、穿越、上落擬建地下通道連接物，及進入、行經、來回及穿越該地段或於上方興建或將興建的樓宇或多座樓宇必需的部份，作擬建地下通道及灣仔港鐵站或該地段或鄰近地段或鄰近多個地段外的地面的公共行人路通往政府土地之用。

特別條款第(67)(m)條規定，就本條特別條款而言，「承批人」一詞不包括財政司司長法團。

b. 公契有關上述設施之條款:

「擬建地下通道連接物」構成在公契定義中「商業樓宇」的一部份。

C. **根據批地文件須由發展項目第一期中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的資料。**

不適用。

D. **發展項目第一期所位於的土地中為施行《建築物(規劃)規例》（第123章，附屬法例F）第22(1)條而撥供公眾用途的任何部份的資料。**

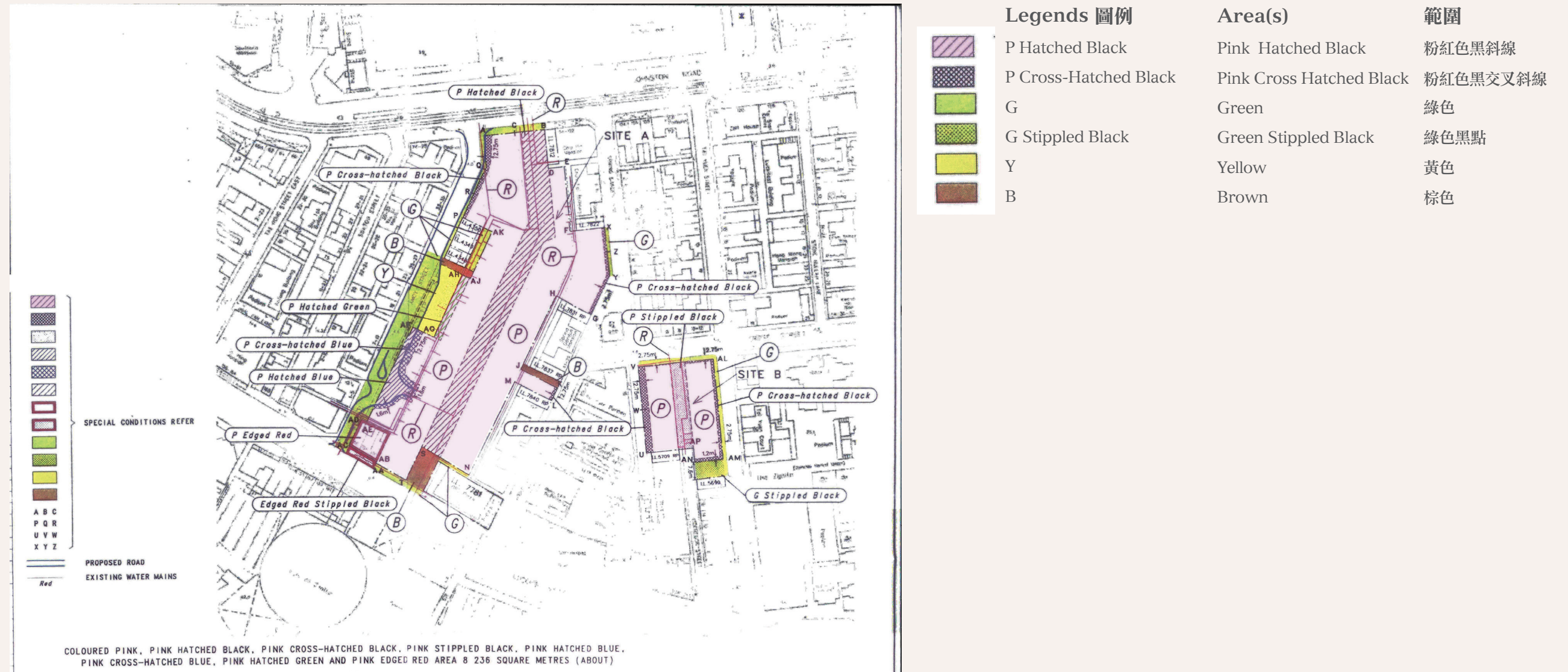
不適用。

關於任何上述於A部份及B部份所述的供公眾使用的任何該等設施及休憩用地，公眾有權按照批地文件使用該等設施或休憩用地。

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

Location of Green Areas, Green Stippled Black Area, Pink Hatched Black Area, Pink Cross Hatched Black Areas, Brown Areas and Yellow Area as indicated in the plan to the Land Grant

於批地文件圖則所示的綠色範圍、綠色黑點範圍、粉紅色黑斜線範圍、粉紅色黑交叉斜線範圍、棕色範圍及黃色範圍的位置



Remarks:

1. This plan is a reproduction of Plan I as annexed to the Land Grant.

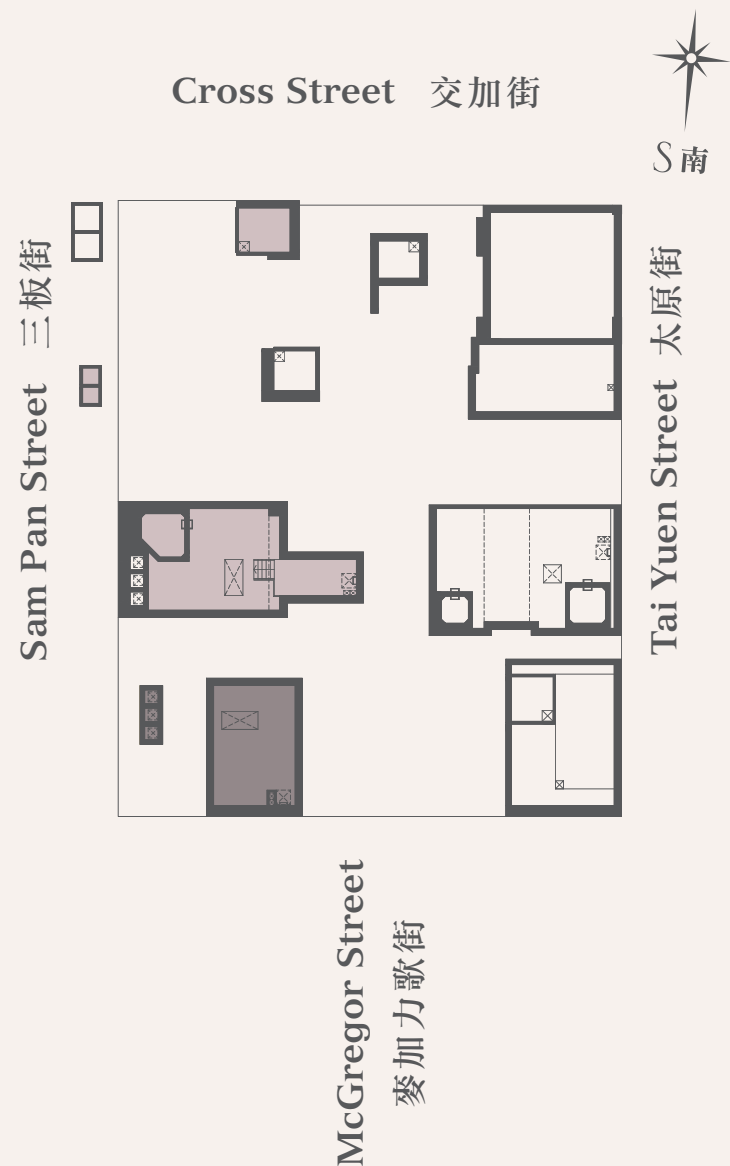
備註:

1. 此圖複製自附於批地文件的圖則編號I。

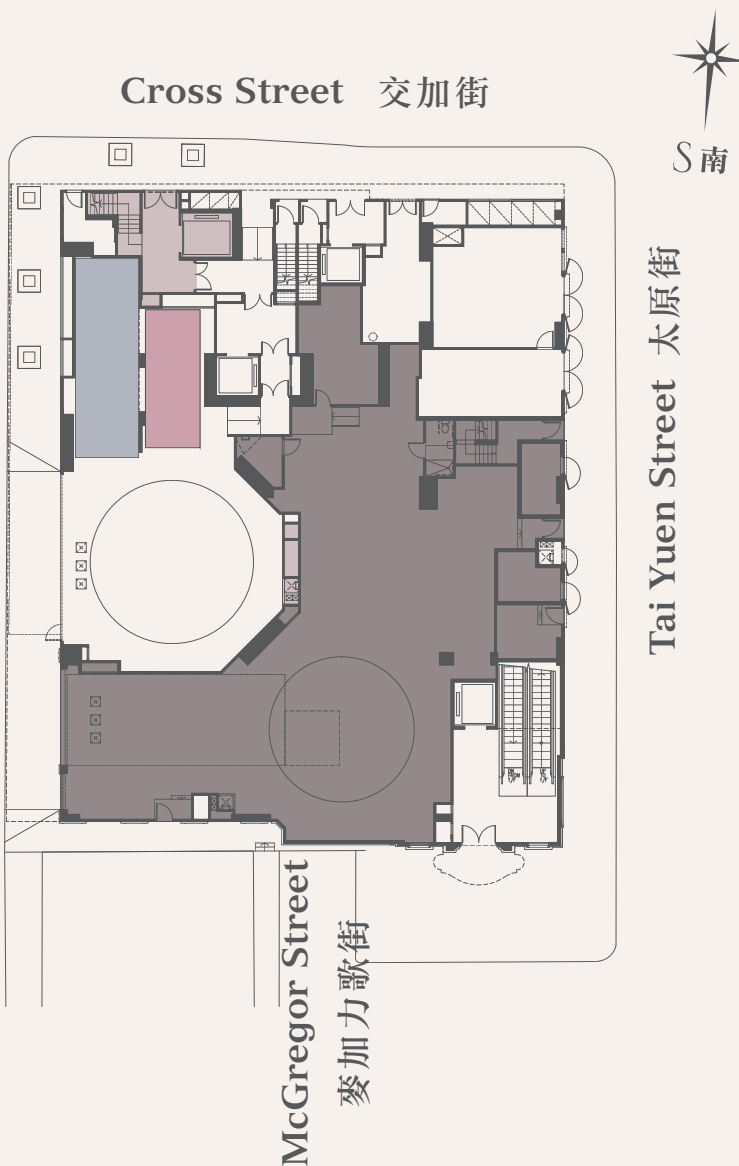
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
 公共設施及公眾休憩用地的資料

LOCATION PLAN 位置圖

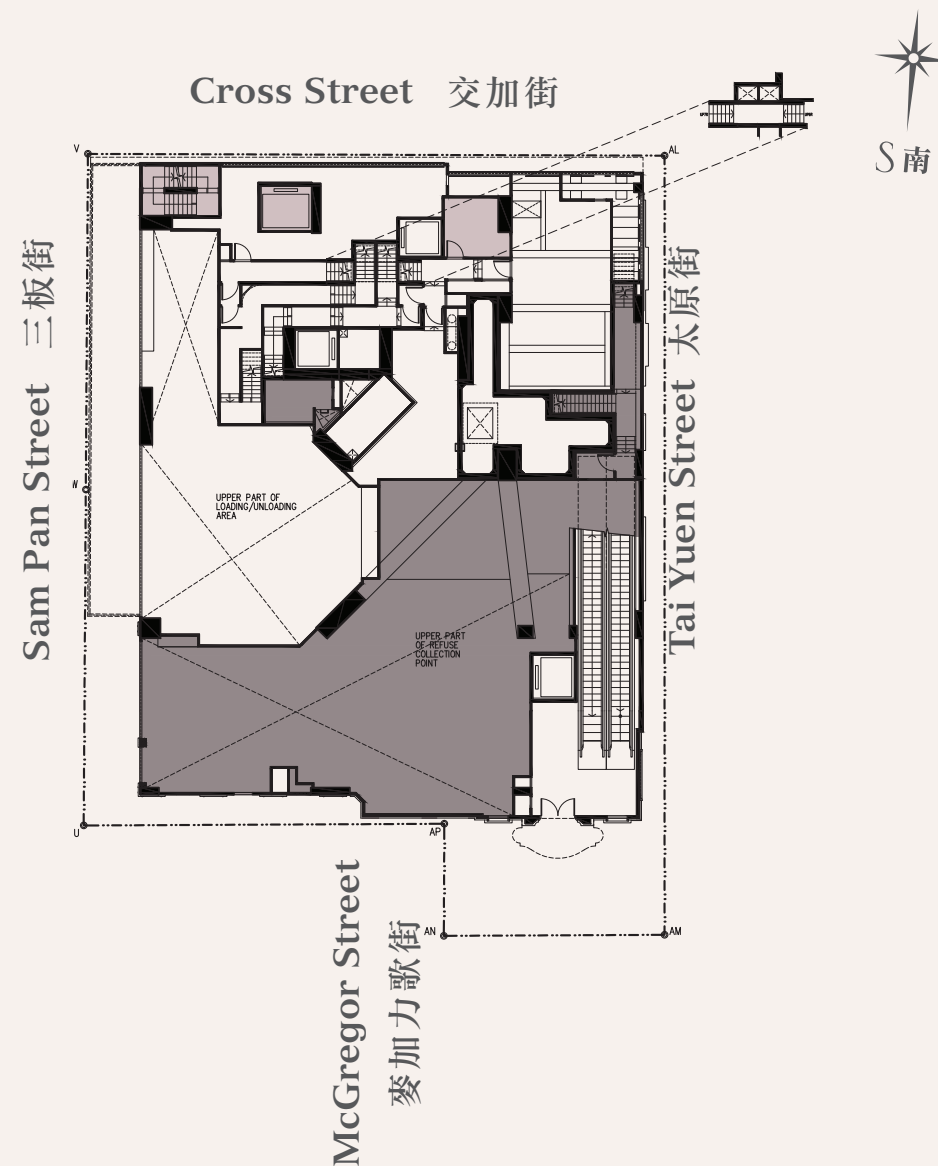
PLAN AT LEVEL 1.20mPD OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期1.20米主水平基準平面圖



GROUND FLOOR PLAN OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期地下平面圖



MEZZANINE FLOOR PLAN OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期夾層平面圖

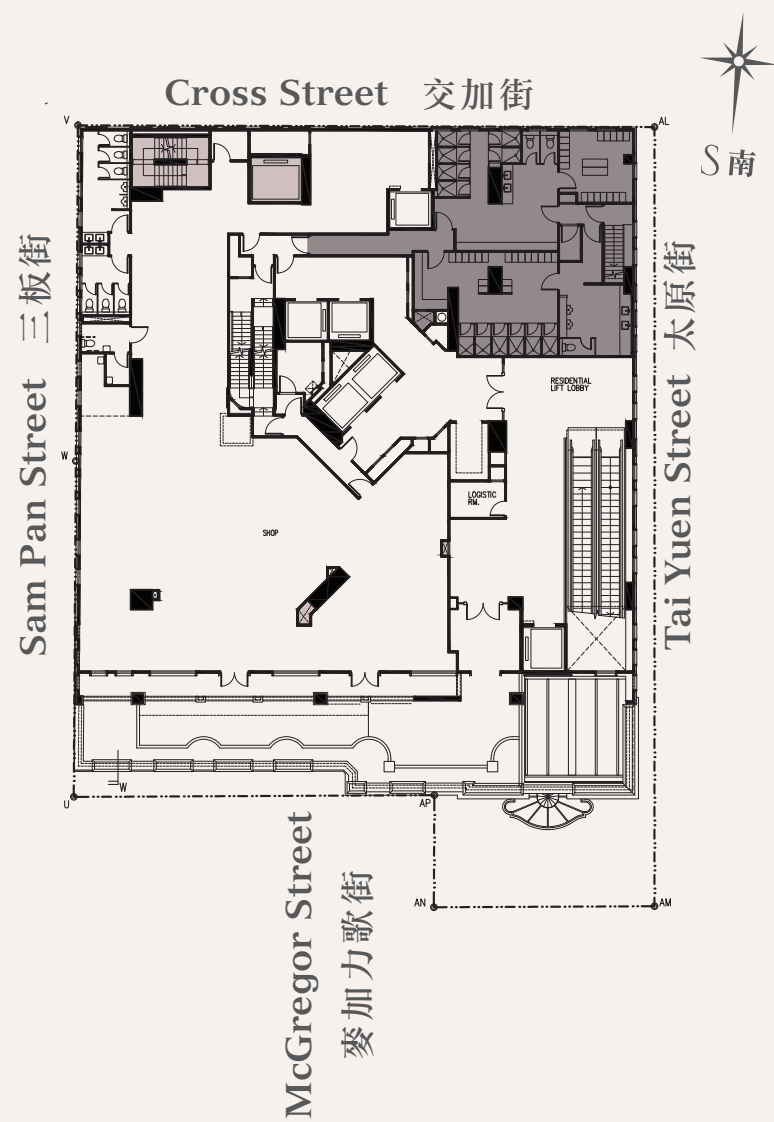


- Government Accommodation (Residential Care Home for the Elderly cum Community Support Service Centre)
 政府房舍 (老人院舍連同社區支援服務中心)
- Government Accommodation (Refuse Collection Point)
 政府房舍 (垃圾收集站)
- Government Accommodation (Parking Space serving Residential Care Home for the Elderly cum Community Support Service Centre)
 政府房舍 (供老人院舍連同社區支援服務中心使用之停車位)
- Space for loading and unloading of goods vehicles
 貨車裝卸車位

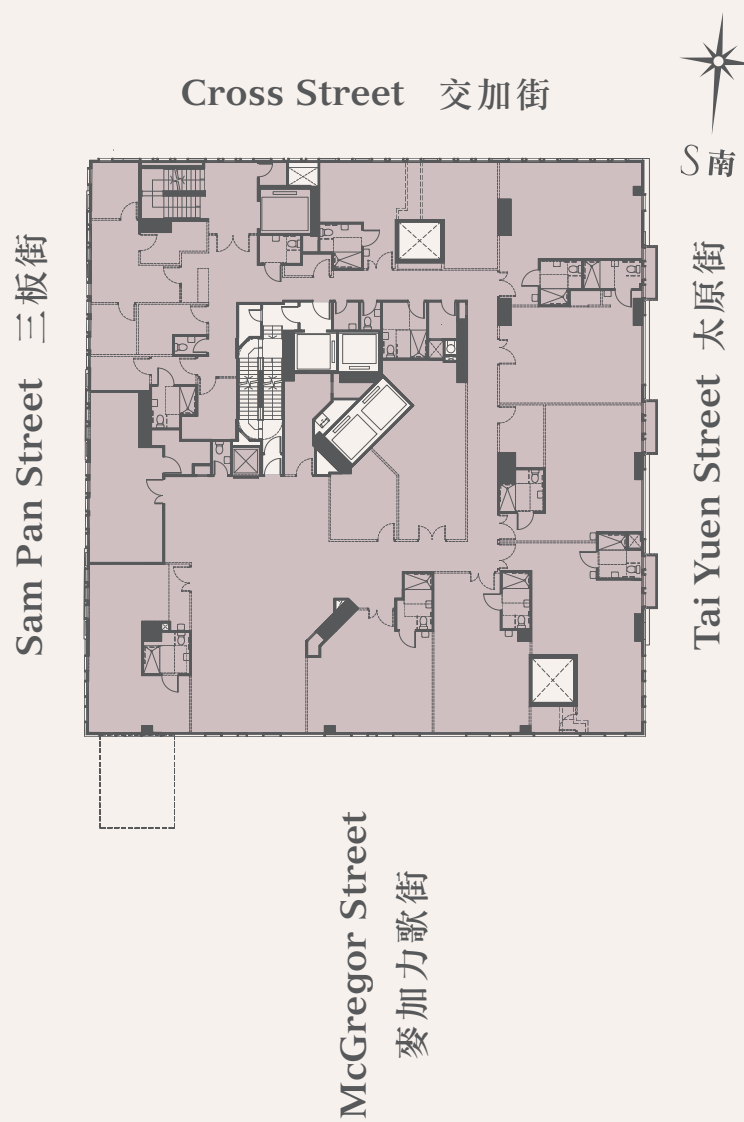
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
 公共設施及公眾休憩用地的資料

LOCATION PLAN 位置圖

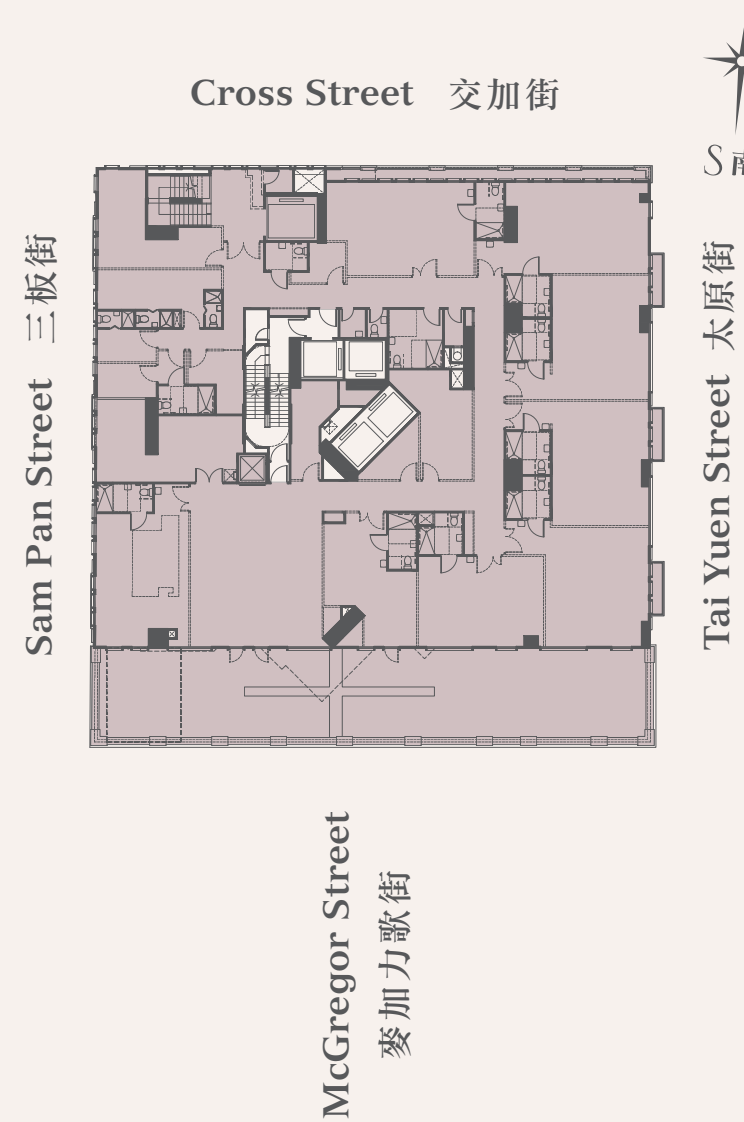
1/F FLOOR PLAN OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期一樓平面圖



2/F FLOOR PLAN OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期二樓平面圖



3/F FLOOR PLAN OF PHASE 1
 OF THE DEVELOPMENT
 發展項目第一期三樓平面圖

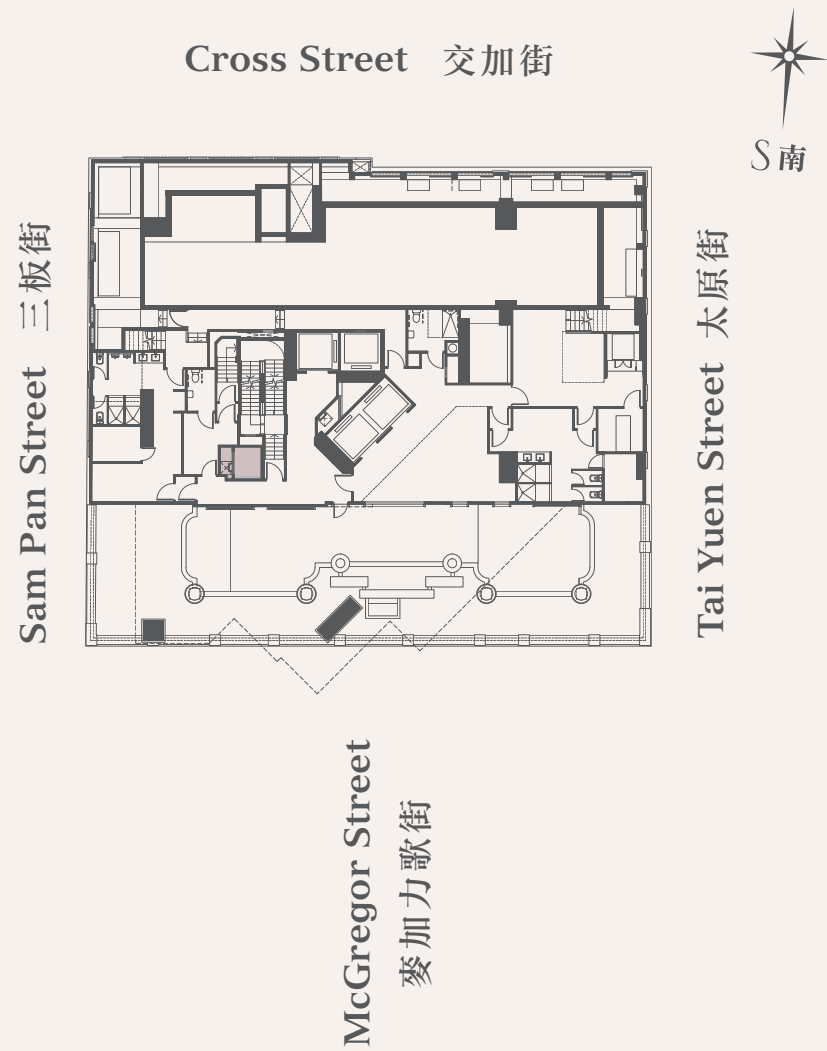


- Government Accommodation (Residential Care Home for the Elderly cum Community Support Service Centre)
 政府房舍 (老人院舍連同社區支援服務中心)
- Government Accommodation (Refuse Collection Point)
 政府房舍 (垃圾收集站)

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

LOCATION PLAN 位置圖

5/F FLOOR PLAN OF PHASE 1 OF THE DEVELOPMENT
發展項目第一期五樓平面圖

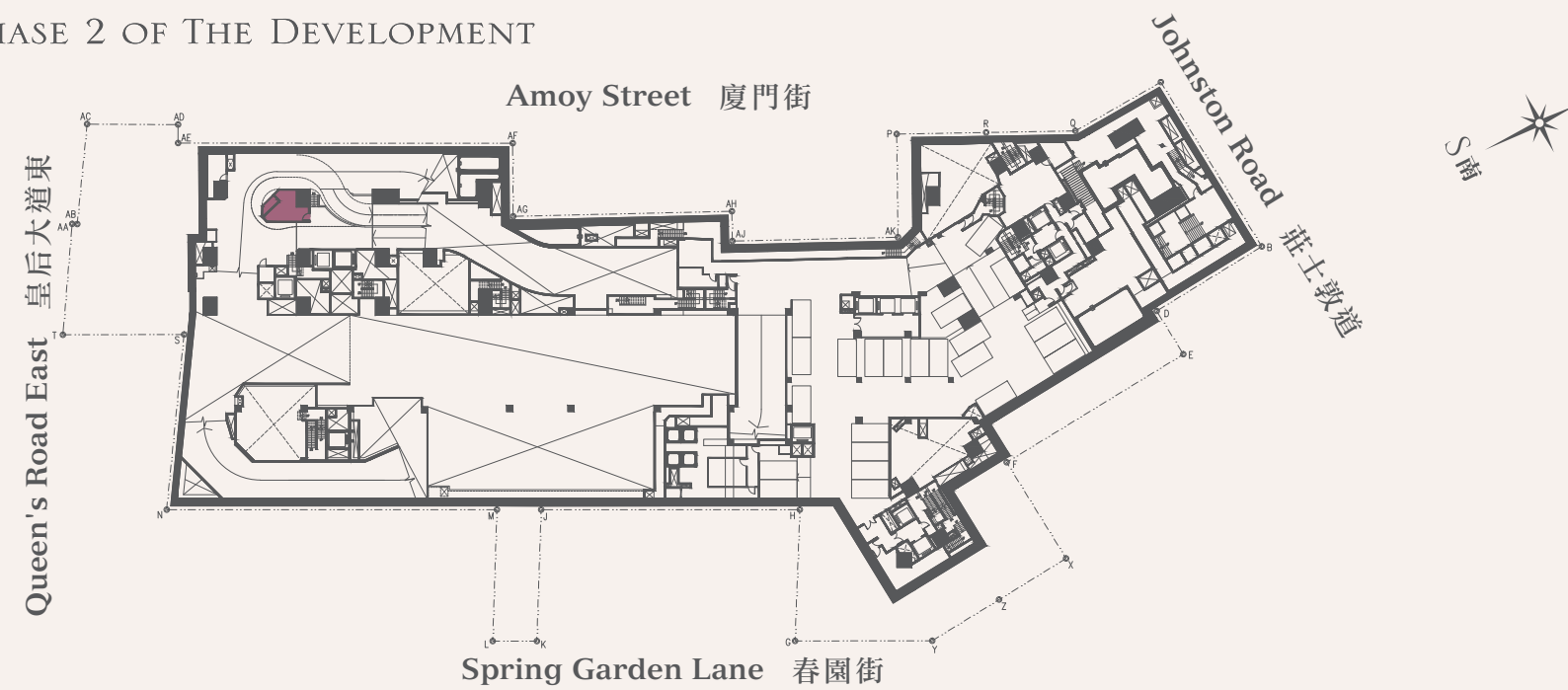


Government Accommodation (Residential Care Home for the Elderly cum Community Support Service Centre)
政府房舍(老人院舍連同社區支援服務中心)

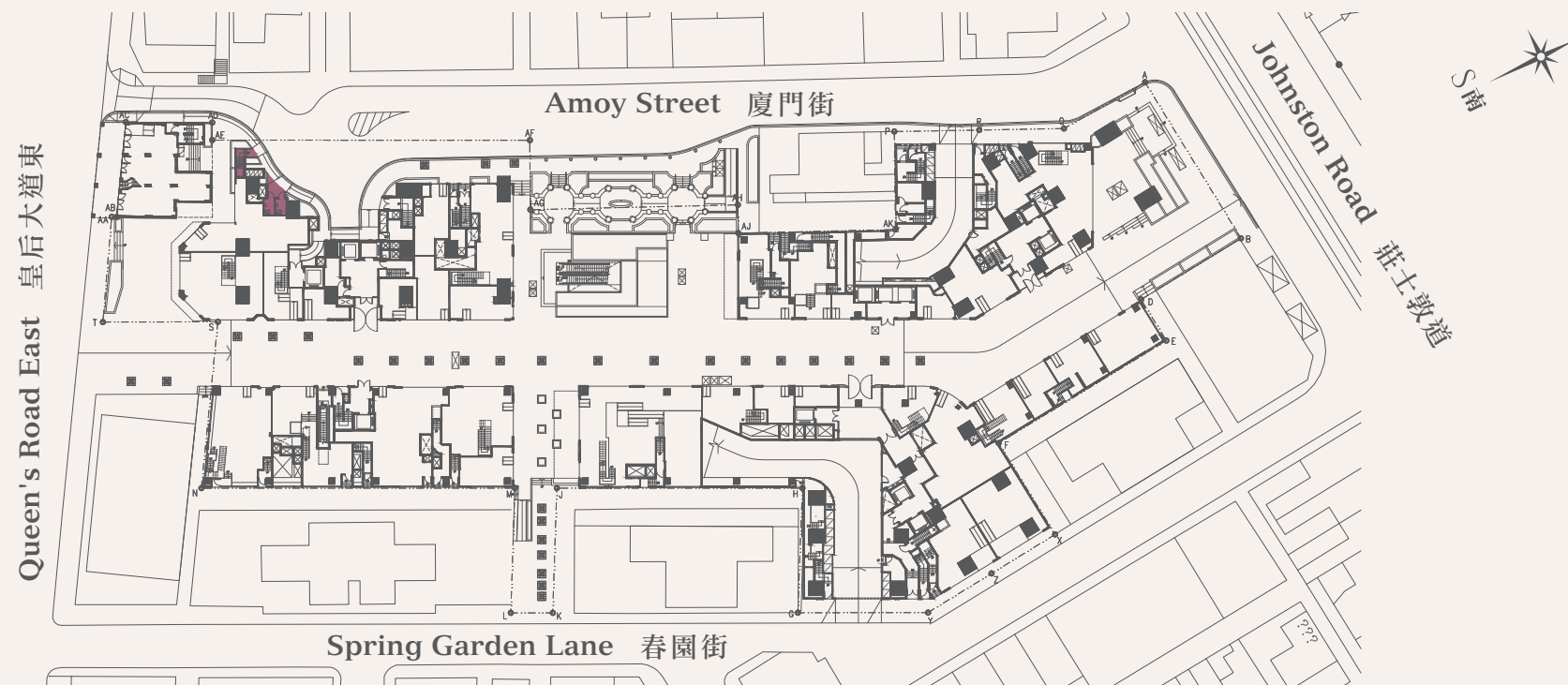
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
 公共設施及公眾休憩用地的資料

LOCATION PLAN 位置圖

BASEMENT 2 FLOOR PLAN OF PHASE 2 OF THE DEVELOPMENT
 發展項目第二期地庫二樓平面圖



GROUND FLOOR PLAN OF PHASE 2 OF THE DEVELOPMENT
 發展項目第二期地下平面圖



 Government Accommodation (Public Toilet)
 政府房舍(公共廁所)