

16 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

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

1. 描述
(a) 批地文件特別條件第(2)條所提述的黃色範圍；
(b) 批地文件特別條件第(15)條所提述的公眾通道範圍。
2. 公眾有權按照批地文件使用該等設施。

B. 根據批地文件規定須由發展項目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

1. 描述
批地文件特別條件第(2)條所提述的黃色範圍。
2. 公眾有權按照批地文件使用該設施。
3. 該設施按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持，以及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

C. 根據批地文件規定須由發展項目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大小

不適用。

D. 發展項目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分

不適用。

E. 顯示該等設施的位置的圖則

見本節結尾所示之圖則。

F. 批地文件中關於該等設施的條文

1. 批地文件特別條件第(2)條規定：
「(a) 買方須：
(i) 於2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以署長批准的方式和物料，按署長批准的標準、水平、定線及設計，及按隨附工程規格附表(以下簡稱「工程規格附表」)及本協議特別條件第(7)條下批准的圖則規定鋪設、塑造於隨附圖則以黃色顯示的範圍(以下簡稱「黃色範圍」)並在該處提供路面及排水渠，致使署長在各方面滿意，以便於該處提供符合《建築物條例》、其任何附屬規例及任何修訂法例規定的緊急車輛通道；及
(ii) 自費保養黃色範圍及在該處所建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、標誌及照明設備，以令署長滿意，直至黃色範圍的管有權按照本協議特別條件第(3)條交回予政府。

- (b) 若買方未能於本特別條件(a)款所指明的日期或署長可能批准的其他日期之前履行該款所述之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆相等於上述工程費用之款項，該款項由署長釐定，此決定為最終決定並對買方具約束力。
- (c) 因買方履行本特別條件(a)款的義務或政府行使本特別條件第(b)款的權利的原因而引致或伴隨對買方或任何其他人士造成的或蒙受的任何損失，損壞、滋擾或干擾，政府概不承擔任何責任，買方亦不得就任何該等損失、損壞、滋擾或干擾向政府提出任何申索。」

2. 批地文件特別條件第(3)條規定：
「僅為了進行本協議特別條件第(2)條指明須進行的工程，買方將於署長向其發出的信件中所指明的日期被賦予黃色範圍的管有權，該日期不應遲於2019年1月1日。黃色範圍須應政府要求交回政府。」
3. 批地文件特別條件第(4)條規定：
「未經署長事先書面同意，黃色範圍不得用作緊急車輛通道之外的任何用途，並不得用作儲存用途或任何臨時構築物之建造或任何除進行本協議特別條件第(2)條指明之工程外之用途。」
4. 批地文件特別條件第(5)條規定：
「即使本協議特別條件第(4)條已有規定：
(a) 買方須在其管有黃色範圍期間內容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在黃色範圍之上或沿著黃色範圍自由出入，並確保此出入不會受進行本協議特別條件第(2)條指明之或其他工程干擾或妨礙；及
(b) 買方須在其管有黃色範圍期間的所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及黃色範圍，以便視察、檢查及監督任何須按本協議特別條件第(2)(a)條進行的工程，及進行、視察、檢查及監督根據本協議特別條件第(2)(b)條進行的工程及任何其他署長認為有需要在黃色範圍內進行的工程。」
5. 批地文件特別條件第(6)條規定：-
「(a) 署長有權對工程規格附表作出根據其絕對酌情權視為適當之修訂、更改、變更、修改或替代。
(b) 除非獲得署長事先書面批准，否則不得修訂、更改、變更、修改或替代工程規格附表。
(c) 任何署長按本特別條件(a)款或買方按本特別條件(b)款獲署長批准而作出的修訂、更改、變更、修改或替代須視作被納入工程規格附表並構成其部分。
(d) 如署長(其意見為最終意見並對買方有約束力)認為工程規格附表的條文與本條件相抵觸，以本條件為準。」
6. 批地文件特別條件第(7)條規定：
「(a) 買方須向署長呈交或安排呈交黃色範圍的圖則供其書面批准，圖則須包括黃色範圍的水平和設計細節及署長要求的任何其他細節。
(b) 黃色範圍的圖則獲批准後，除非獲得署長事先書面批准或應署長要求，不得修訂變更、修改或替代該圖則。
(c) 本特別條件下獲批准的黃色範圍的圖則須被視作納入任何署長其後批准或要求的修訂、更改、變更、修改或替代。
(d) 本特別條件(a)款提及的圖則獲署長書面批准前不得在黃色範圍或其任何部分開始任何建築工程，就本條件而言，「建築工程」須按《建築物條例》、其附屬規例及修訂法例定義。」

備註：[#]憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函（建築規約延長寬免）」，此日期已延至2022年6月30日。

7. 批地文件特別條件第(15)條規定：

- 「(a) 除支柱外，不得於粉紅色加黑點間綠色交叉斜線範圍內地面水平豎建或建造向上延伸不少於4.2米的高度的建築物、構築物、任何建築物或構築物的支撐或伸出物。
- (b) 買方須於2021年12月31日[#]或之前自費以署長要求或批准的方式和物料，按署長要求或批准的標準、高度及設計，在粉紅色加黑點間綠色交叉斜線範圍的地面水平鋪設、塑造、興建及提供一條由地面水平向上延伸不少於4.2米的高度的通道(以下簡稱「公眾通道範圍」)，致使署長在各方面滿意。
- (c) 買方須於批地文件年期內容許所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的徒步或以輪椅自由並不受干擾地出入公眾通道範圍以及其上、其內和沿路，致使署長在各方面滿意。
- (d) 公眾通道範圍不納入本協議特別條件第(12)(a)(iii)條提及的整體總樓面面積的計算。
- (e) 買方須於批地文件年期內自費維修、保養、修理及管理公眾通道範圍及構成或附屬於公眾通道範圍的所有物件使其處於修葺良好堅固的狀態，並致使署長在各方面滿意。
- (f) 現特此協定、宣布及提議，就向買方施加本特別條件(c)款下的義務，買方並無意圖政府亦不同意其撥出公眾通道範圍為公眾提供通行權。
- (g) 現特此協定、宣布及提議，買方在本特別條件(c)款下的義務將不會引起買方對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文)的寬免或權利產生期望，或就其提出申索。為免生疑問，買方特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積及地積比率的寬免或權利的申索。
- (h) 就本特別條件而言，署長就何謂本特別條件(a)及(b)款提及的地面水平的決定為最終決定及對買方有約束力。」

8. 批地文件特別條件第(39)條規定：

「買方須於任何時候，尤其是當進行建造、保養、更新或維修工程(以下簡稱「該等工程」)時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對置於或行經該地段、黃色範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(以下簡稱「該等服務」)造成損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之現時位置及水平，及須就如何處理或會受該等工程影響之任何該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何有需要的改道、重鋪或恢復原狀的開支。買方須自費在各方面維修、修復及還原所有因該等工程而起對該地段或黃色範圍或其任何部分或任何該等服務以任何方式造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應要求向政府支付上述工程之費用)。若買方未能對該地段、黃色範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及還原致使署長滿意，署長可行其認為有需要之改道、重鋪、維修、修葺或還原，且買方須應要求向政府支付上述工程之費用。」

G. 指明住宅物業的每一公契中關於該等設施的條文：

1. 公契及管理協議的定義規定：

「「黃色範圍」指特別條件第(2)(a)(i)條所定義之「黃色範圍」及按照批地文件規定在該處所已建造或將建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、設備、標誌及照明設備。……

「商業屋宇」指「屋苑」內按照「建築圖則」已建或即將建於「該地段」作為商業用途的部分，包括但不限於「商業單位」連同「商業殘障停車位」，「商業上落貨車位」及「公眾通道範圍」，上述於經「認可人士」或代表「認可人士」之人士核正準確的「圖則」以粉紅色顯示，僅供識別。……

「公眾通道範圍」指該條於批地文件特別條件第15(b)所稱之為「公眾通道範圍」的通道，供所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的並不受干擾地使用。

2. 公契及管理協議第11 (g)條規定：

「為免存疑及儘管「本文契約」另有任何相反規定，現明確聲明，只要「商業屋宇」的業權仍在「第一業主」或單一「業主」，「商業屋宇」的管理和保養須由該「第一業主」或該單一「業主」或其委任的管理人(視乎情況而定)獨力負責。其中「公眾通道範圍」連同所有構成或屬於「公眾通道範圍」的部分須由其「業主」根據批地文件特別批地條款第15 (e) 條保養。當有任何部分之「商業屋宇」的轉讓(整個「商業屋宇」的轉讓除外)，該「第一業主」或該單一「業主」須以商業屋宇副公契界定商業公用地方，以遵從政府地政署所訂立的相關指引及批地文件。該商業屋宇副公契須經地政署署長事前書面批准。就「本文契約」而言，「商業屋宇的業主」指在「商業屋宇」個別出售前「第一業主」或該單一「業主」。」

3. 公契及管理協議第38(bo)條規定：

「遵從「條例」之規定，「管理人」按照本契約之規定擁有全權鑒於或因應代表所有「業主」管理「屋苑」進行所有必要或恰當的行為及事項，而每名「業主」現不可撤回地委任「管理人」為代理，以處理任何關乎「公用地方與設施」的事宜及所有其他「本契約」授權的事宜。除了「本契約」明確訂立的其他權力，「管理人」擁有全權(但受制於「條例」之規定)鑒於或因應「該地段」和「屋苑」及其管理進行所有必要或恰當的行為及事項，尤其包括以下所述，但毋損前文之一般規定：

…

(bo) 維修「黃色範圍」，以令地政總署署長滿意，直至「黃色範圍」的管有權按照批地文件特別條件第3條交回予政府；…」

4. 公契及管理協議第97條規定：

「直至「黃色範圍」的管有權按照批地文件特別批地條款第(3)條交回予政府前，「業主」須：

- (a) 容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在「黃色範圍」之上或沿著「黃色範圍」自由出入，並確保此出入不會受進行批地文件特別批地條款第(2)條指明之或其他工程干擾或妨礙；及
- (b) 在所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及「黃色範圍」，以便視察、檢查及監督任何須按批地文件特別批地條款第(2)(a)條進行的工程，及進行、視察、檢查及監督根據批地文件特別批地條款第(2)(b)條進行的工程及任何其他署長認為有需要在「黃色範圍」內進行的工程。

備註：[#]憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函(建築規約延長寬免)」，此日期已延至2022年6月30日。

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

1. Description
 - (a) The Yellow Area as referred to in Special Condition No. (2) of the Land Grant;
 - (b) The Public Passage Area as referred to in Special Condition No. (15) of the Land Grant.
2. The general public has the right to use the facilities in accordance with the Land Grant.

B. 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 the development

1. Description
The Yellow Area as referred to in Special Condition No. (2) of the Land Grant.
2. The general public has the right to use the facility in accordance with the Land Grant.
3. The facility is required to be managed, operated or maintained at the expense of the owners of the residential properties in the development and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facility through the management expenses apportioned to the residential properties concerned.

C. 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 the development

Not applicable.

D. Any part of the land (on which 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.

E. A plan that shows the location of those facilities

See the plan at the end of this section.

F. Provisions of the land grant that concern those facilities

1. Special Condition No.(2) of the Land Grant stipulates that :
 - “(a) The Purchaser shall :
 - (i) on or before the 31st day of December 2021[#] or such other date 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 accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (7) hereof and in all respects to the satisfaction of the

Director lay, form, surface and drain the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow Area”) for the purpose of providing therein an emergency vehicular access in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

- (ii) maintain at his own expense the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered in accordance with Special Condition No. (3) hereof.

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

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

2. Special Condition No.(3) of the Land Grant stipulates that :

“For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall be granted possession of the Yellow Area on a date to be specified in a letter from the Director, such date to be not later than the 1st day of January 2019. The Yellow Area shall be re-delivered to the Government on demand.”

3. Special Condition No.(4) of the Land Grant stipulates that :

“The Yellow Area shall not be used for any purpose other than as an emergency vehicular access and in particular the Yellow Area shall not be used for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof except with the prior written consent of the Director.”

4. Special Condition No.(5) of the Land Grant stipulates that :

“Notwithstanding Special Condition No.(4) hereof :

- (a) the Purchaser shall while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption 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. (2) hereof or otherwise; and

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- (b) the Purchaser shall at all reasonable times while he is in possession of the Yellow Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Yellow Area."
5. Special Condition No.(6) of the Land Grant stipulates that :
- "(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.
- (b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Purchaser except with the prior written approval of the Director.
- (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Purchaser as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.
- (d) If in the opinion of the Director (whose opinion shall be final and binding upon the Purchaser) there exists any conflict between the provisions of the Technical Schedule and these Conditions, these Conditions shall prevail."
6. Special Condition No.(7) of the Land Grant stipulates that :
- "(a) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Yellow Area which shall include details as to the level and design of the Yellow Area and any other details as the Director may require.
- (b) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (c) The plans of the Yellow Area approved under this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (d) No building works shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in sub-clause (a) of this Special Condition have been approved in writing by the Director, and for the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."
7. Special Condition No.(15) of the Land Grant stipulates that :
- "(a) Except for the Columns, no building, structure, support for any building or structure, or projection shall be erected or constructed within the Pink Stippled Black Cross-hatched Green Area at the ground level extending upwards to a height of no less than 4.2 metres.
- (b) The Purchaser shall at his own expense on or before the 31st day of December 2021[#] lay, form, construct and provide a passage over and along the Pink Stippled Black Cross-hatched Green Area at the ground level and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.
- (c) The Purchaser shall throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director allow all members of the public for all lawful purposes free and uninterrupted access at all times 24 hours a day and without payment of any nature whatsoever on foot or by wheelchairs, on, over, through and along the Public Passage Area.
- (d) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof.
- (e) The Purchaser shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.
- (g) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (a) and (b) of this Special Condition shall be final and binding on the Purchaser."
8. Special Condition No.(39) of the Land Grant stipulates that :
- "The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Yellow Area or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense

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

G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities

1. The Definitions of the Deed of Mutual Covenant incorporating Management Agreement provides that, inter alia :
 "'Yellow Area" means the "Yellow Area" as defined in Special Condition No.(2)(a)(i) and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed or to be constructed, installed and provided thereon or therein in accordance with the Government Grant.

 "Commercial Accommodation" means such parts of the Estate constructed or to be constructed on the Lot for commercial purposes in accordance with the Building Plans and includes but not limited to the Commercial Units, together with the Commercial Disabled Car Parking Space, the Commercial Loading and Unloading Spaces, and the Public Passage Area which are for identification purpose only shown and coloured Pink on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

 "Public Passage Area" means the passage referred to as the "Public Passage Area" in Special Condition No.(15)(b) of the Government Grant for the use by all members of the public 24 hours a day for all lawful purposes free of charge and without any interruption.
2. Clause 11(g) of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that so long as ownership of the Commercial Accommodation remains vested in the First Owner or one single Owner, the management and maintenance of the Commercial Accommodation (as the case may be) shall be solely undertaken by the First Owner or such Owner or the manager(s) appointed by them (as the case may be) to do so. In particular, the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area shall be maintained by its Owner in accordance with Special Condition No.(15)(e) of the Government Grant. Upon the assignment of any part of the Commercial Accommodation (except the assignment of the Commercial Accommodation as a whole), the First Owner or such Owner shall designate the commercial common areas by way of a Sub-Deed relating to the Commercial Accommodation in compliance with the

relevant guidelines set by the Lands Department of the Government and the Government Grant. The Sub-Deed relating to the Commercial Accommodation shall be subject to the prior written approval of the Director of Lands. For the purpose of this Deed, "Owner of the Commercial Accommodation" shall mean the First Owner or the one single Owner prior to the individual sale of the Commercial Accommodation."

3. Clause 38 (bo) of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :
 (bo) To maintain the Yellow Area to the satisfaction of the Director of Lands until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant ; ..."
4. Clause 97 of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "Until such time as the possession of the Yellow Area is re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant, the Owners shall :
 (a) allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption 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.(2) of the Government Grant or otherwise; and
 (b) at all reasonable times permit the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands the right of ingress, egress and regress to, from and through the Lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(2)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Yellow Area.

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摘錄自批地文件附圖（部分）
Plan extracted from the Land Grant (part)

