

- 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
- 描述：  
批地文件特別條款第(9)條所載的粉紅色加藍斜線範圍。
  - 公眾有權按照批地文件條款使用該等設施。
- 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
- 描述：  
批地文件特別條款第(9)條所載的粉紅色加藍斜線範圍及構築物(直至整個粉紅色加藍斜線範圍按批地文件特別條款第(9)(g)條交還給政府)。
  - 公眾有權按照批地文件條款使用該等設施。
  - 該等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。
  - 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
- 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、休憩用地及土地中的該等部分的圖則
- 請參閱本節未列出的圖則。

- F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文
- 粉紅色加藍斜線範圍及構築物

特別條款	批地文件條款
特別條款第(9)條	<p>(a) 不可在夾附於此的圖則上以粉紅色加藍斜線顯示的範圍(下稱「粉紅色加藍斜線範圍」)以上、以下、上方、下方或以內種植樹木或灌木，搭建、興建或放置任何建築物或構築物或建築物的支承件或構築物的支承件(本特別條款第(c)(i)(II)款中定義的構築物除外)。</p> <p>(b) 除本特別條款第(c)(i)款規定外，凡可能妨礙自由經過、越過、沿、往返、及穿過粉紅色加藍斜線範圍的任何性質的物體或材料都不可放置在粉紅色加藍斜線範圍內。如果署長認為(其決定為最終的，並對承授人有約束力)有任何物體或材料可能會阻礙出入及自由經過、越過、沿、往返及穿過粉紅色加藍斜線範圍，署長有權以書面通知要求承授人在署長指定的期限內，由承授人自費拆除或移除此類物體或材料，並修復粉紅色加藍斜線範圍，在一切方面使署長滿意。</p> <p>(c) 儘管本文特別條款第(5)條，承授人須：</p> <p>(i) 於本文特別條款第(4)條所指明的日期或之前或署長可能批准的其他延長期限內，自費按署長批准的方式、材料、標準、水平、定線及設計，在一切方面使署長滿意：</p> <p>(I) 鋪設及構建粉紅色加藍斜線範圍；及</p> <p>(II) 提供及建造公共行人通道連同暗渠、行人路、污水渠、排水渠或署長全權酌情要求在粉紅色加藍斜線範圍內的其他構築物(下稱「構築物」)以便於粉紅色加藍斜線範圍供行人之交通；</p> <p>(ii) 於特別條款第(4)條所指明的日期或之前或署長可能批准的其他延長期限內，自費在粉紅色加藍斜線範圍鋪設路面、路緣及渠道，並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總管的喉管、服務、街燈、交通標誌、街道設施、道路標記及植物，在一切方面使署長滿意；及</p> <p>(iii) 自費管理和保養粉紅色加藍斜線範圍連同(在完成本特別條款第(c)(i)款和第(c)(ii)款要求的工程後)構築物以及按本特別條款第(c)(i)款和第(c)(ii)款規定在該範圍之上或之內興建、設置及提供的所有建築物及物體，除了根據本特別條款第(g)款已移交給政府的部分，在一切方面使署長滿意，直至按本特別條款第(g)款交還整個粉紅色加藍斜線範圍的管有權給政府為止。</p> <p>(d) 倘若承授人未能在本特別條款第(c)款規定的期限內履行其在該款的責任，或承授人疏忽或未能執行、遵守或履行在本特別條款第(b)款規定的通知的的要求，政府可進行必要的工程，費用一概由承授人負責，承授人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承授人有約束力。</p>

特別條款	批地文件條款
特別條款第(9)條	(e) 承授人須在按本特別條款第(g)款交還整個粉紅色加藍斜線範圍給政府之前，准許署長、其官員、承辦商、其工人及其授權的任何其他人士帶上或不帶工具、設備、機器或車輛有權自由及不受限制地出入、經過及往返該地段及粉紅色加藍斜線範圍，旨在視察、檢查及監管按本特別條款第(b)款和第(c)款進行的任何工程並進行、視察、檢查及監管本特別條款第(d)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
	(f) 政府、署長、其官員、承辦商、其工人及其授權的任何其他人士對承授人或其他人士履行本特別條款的責任或政府、署長、其官員、承辦商、其工人及其授權的任何其他人士行使本特別條款第(d)款及第(e)款賦予的權利或其他所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承授人不得對上述任何損失、損害、滋擾或干擾向政府或署長及其官員、承辦商、其工人及其授權的任何其他人士要求補償。
	(g) 承授人應在署長如此通知時，自費將粉紅色加藍斜線範圍或其任何部分連同按本特別條款第(c)(i)款和第(c)(ii)款的規定構築物、該範圍之上或之內興建、設置及提供的所有建築物及物體，以及署長全權酌情提及的一切部分以不帶任何產權負擔、及不向政府收取任何代價、付款或補償的條件下交還及移交給政府，但是政府沒有責任應承授人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在其認為合適的情況下接受。就本條件而言，承授人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
	(h) 儘管本文特別條款第(15)條，在按本特別條款第(g)款交還粉紅色加藍斜線範圍給政府之前，承授人不得轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承授人已自費從該地段分割粉紅色加藍斜線範圍，使署長滿意，惟本(h)款不適用於按本文特別條款第(15)(d)條規定的建築按揭。在上述分割之前，承授人須自費提交分割文件給署長作書面審批。
	(i) 儘管本文特別條款第(15)條，承授人不能轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於粉紅色加藍斜線範圍或其中任何部分或其權益或訂立此類協議，惟本(i)款不適用於按本特別條款交還及分割粉紅色加藍斜線範圍及按本文特別條款第 (15)(d)條規定為整個地段作建築按揭。
	(j) 除作供徒步或乘坐輪椅通過的公共行人通道，或署長全權酌情批准的用途外，概不可使用粉紅色加藍斜線範圍或其任何部分作任何其他用途。不得存放或停泊任何貨物或車輛在粉紅色加藍斜線範圍以內或其任何部分。

特別條款	批地文件條款
特別條款第(9)條	(k) 儘管本文特別條款第(5)條，在以署長滿意的方式及按照本特別條款第(c)(i)款及第(ii)款完成所提及的工程後和按本文特別條款第(g)款交還整個粉紅色加藍斜線範圍給政府之前，承授人須准許一切公眾人士為了一切合法目的在白天及晚上自由地及毋須繳交任何性質的費用徒步或乘坐輪椅，以沿著、往返、穿過及越過的方式，經過及再經過粉紅色加藍斜線範圍內的行人通道。
	(l) 政府對承授人或其他人士履行本特別條款第(k)款的責任所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承授人不得對上述任何損失、損害、滋擾或干擾向政府、署長或其授權的任何其他人士要求補償。
	(m) 特此明文同意、聲明及規定，對承授人施加本特別條款第(k)款的責任並非是承授人擬撥出，亦不等同政府同意撥出粉紅色加藍斜線範圍或其中任何部分作公眾享用道路權。
	(n) (i) 特此明文同意與聲明，不得因本特別條款第(k)款規定承授人的責任而預期或申索任何關於額外上蓋面積或地積比的任何優惠或權利，不論按《建築物(規劃)規例》第22(1)條，對其的任何修訂、替代還是其他規定。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(1)條，對其的任何修訂或替代申索額外上蓋面積或地積比的任何優惠或權利。 (ii) 特此又明文同意與聲明，不得因本特別條款第(g)款規定承授人的責任而預期或申索任何關於額外上蓋面積或地積比的任何優惠或權利，不論按《建築物(規劃)規例》第22(2)條，對其的任何修訂、替代還是其他規定。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(2)條，對其的任何修訂或替代申索額外上蓋面積或地積比的任何優惠或權利。
	(o) 承授人同意並接受在按本特別條款第(g)款交還粉紅色加藍斜線範圍或其任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其任何部分時，承授人可能無法取得本文特別條款第(8)(c)條及(8)(d)條分別准許的最大總樓面面積。政府對此沒有責任和承授人不得對未能取得本文特別條款第(8)(c)條及(8)(d)條分別准許的最大總樓面面積向政府要求補償或退還地價或其他索求。
	(p) 承授人須對承授人、其傭工、工人及承辦商履行或不履行本特別條款規定承授人的責任或有關粉紅色加藍斜線範圍所引起或有關的一切責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。
	*註：根據地政總署九龍西區地政處於2020年7月7日發出的信函，特別條款第(9)(c)條的完成日期已修訂為 2024年9月30日。

# 16 公共設施及公眾休憩用地的資料

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

條款	公契的條文
第一節	「在本公契中，除文意另有所指，下列字及詞具有下述所給予他們的涵意： 「粉紅色加藍斜線範圍」指在批地文件特別條款第(9)(a)條所定義之粉紅色加藍斜線範圍。」
第六節 第B1(bu)條	「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即： (bu)管理與保養粉紅色加藍斜線範圍連同構築物及按批地文件特別條款第(9)(c)(i)條及第(9)(c)(ii)條所興建、安裝及提供的其他建築物及物件，並於所有方面達至地政總署署長滿意，直至整個粉紅色加藍斜線範圍已根據批地文件特別條款第(9)(g)條交還政府為止。」
第六節 第D3(s)條	「管理預算的管理開支須包括但不限 於以下內容： (s)管理與保養粉紅色加藍斜線範圍連同構築物及按批地文件特別條款第(9)(c)(i)條及第(9)(c)(ii)條所興建、安裝及提供的其他建築物及物件，並於所有方面達至地政總署署長滿意，直至整個粉紅色加藍斜線範圍已根據批地文件特別條款第(9)(g)條交還政府為止的費用及開支。」
第十節 第12條	「儘管本文包含任何內容，本文各方承認在整個粉紅色加藍斜線範圍已根據批地文件特別條款第(9)(g)條交還政府為止，管理人有責任管理與保養粉紅色加藍斜線範圍連同構築物及按批地文件特別條款第(9)(c)(i)條及第(9)(c)(ii)條所興建、安裝及提供的其他建築物及物件，並就粉紅色加藍斜線範圍連同構築物及按批地文件特別條款第(9)(c)(i)條及第(9)(c)(ii)條所興建、安裝及提供的其他建築物及物件按批地文件所要求進行此類其他工程。業主須負責其費用及開支猶如粉紅色加藍斜線範圍連同構築物及按批地文件特別條款第(9)(c)(i)條及第(9)(c)(ii)條所興建、安裝及提供的其他建築物及物件為公用地方及設施的一部分。」

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

- Description:  
The Pink Hatched Blue Area as referred to in Special Condition No. (9) of the Land Grant.
- The general public has the right to use the facilities in accordance with the Land Grant.

**B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development**

- Description:  
The Pink Hatched Blue Area and the Structures as referred to in Special Condition No. (9) of the Land Grant (until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with Special Condition No. (9)(g) of the Land Grant).
- The general public has the right to use the facilities in accordance with the Land Grant.
- The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
- 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.

**C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the 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 and open spaces, and those parts of the land**

Please refer to the plan set out at the end of this Section.

**F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land**

The Pink Hatched Blue Area and the Structures

Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (c) (i)(II) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").</p> <p>(b) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.</p> <p>(c) Notwithstanding the provisions contained in Special Condition No. (5) hereof, the Grantee shall:</p> <p>(i) on or before the date specified in Special Condition No. (4) hereof (or within such other extended period or 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:</p> <p>(I) lay and form the Pink Hatched Blue Area; and</p> <p>(II) provide and construct pedestrian passage way together with such culverts, pavements, sewers, drains or such other structures as the Director in his sole discretion may require within the Pink Hatched Blue Area (hereinafter collectively referred to as "the Structures") so that pedestrian traffic may be carried on the Pink Hatched Blue Area;</p>



Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(ii) on or before the date specified in Special Condition No. (4) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and</p> <p>(iii) manage and maintain at his own expense the Pink Hatched Blue Area together with (upon completion of the works required under sub-clauses (c)(i) and (c)(ii) of this Special Condition) the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to sub-clauses (c)(i) and (c)(ii) of this Special Condition, except those parts thereof which have been surrendered to the Government under sub-clause (g) of this Special Condition, in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (g) of this Special Condition.</p> <p>(d) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition within the prescribed period stated therein or upon the failure or neglect by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.</p> <p>(e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition permit the Director, his officers, contractors, his or their workmen and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.</p>

Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(f) The Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by the Director under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, his or their workmen and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.</p> <p>(g) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to sub-clauses (c)(i) and (c)(ii) of this Special Condition or any part or parts thereof as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.</p> <p>(h) Notwithstanding the provisions contained in Special Condition No. (15) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (h) shall not apply to a building mortgage as provided under Special Condition No. (15)(d) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.</p>



Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(i) Notwithstanding the provisions contained in Special Condition No. (15) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (i) shall not apply to the surrender and carving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (15)(d) hereof.</p> <p>(j) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.</p> <p>(k) Notwithstanding the provisions contained in Special Condition No. (5) hereof, the Grantee shall, after the works referred to in sub-clauses (c)(i) and (ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition, permit 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 pass and repass on foot or by wheelchair along, to, from, by, through and over the pedestrian passage way within the Pink Hatched Blue Area.</p> <p>(l) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (k) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.</p> <p>(m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.</p>

Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(n) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.</p> <p>(ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g) 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(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.</p> <p>(o) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (g) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government if the respective maximum gross floor areas permitted under Special Conditions Nos. (8)(c) and (8)(d) hereof cannot be attained.</p>

Special Condition	Provisions of the Land Grant
Special Condition No. (9)	<p>(p) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges, and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area.</p> <p>*Note: The completion date in Special Condition No. (9)(c) has been amended to 30 September 2024 pursuant to the letter from the District Lands Office, Kowloon West of the Lands Department dated 7 July 2020.</p>

**G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land**

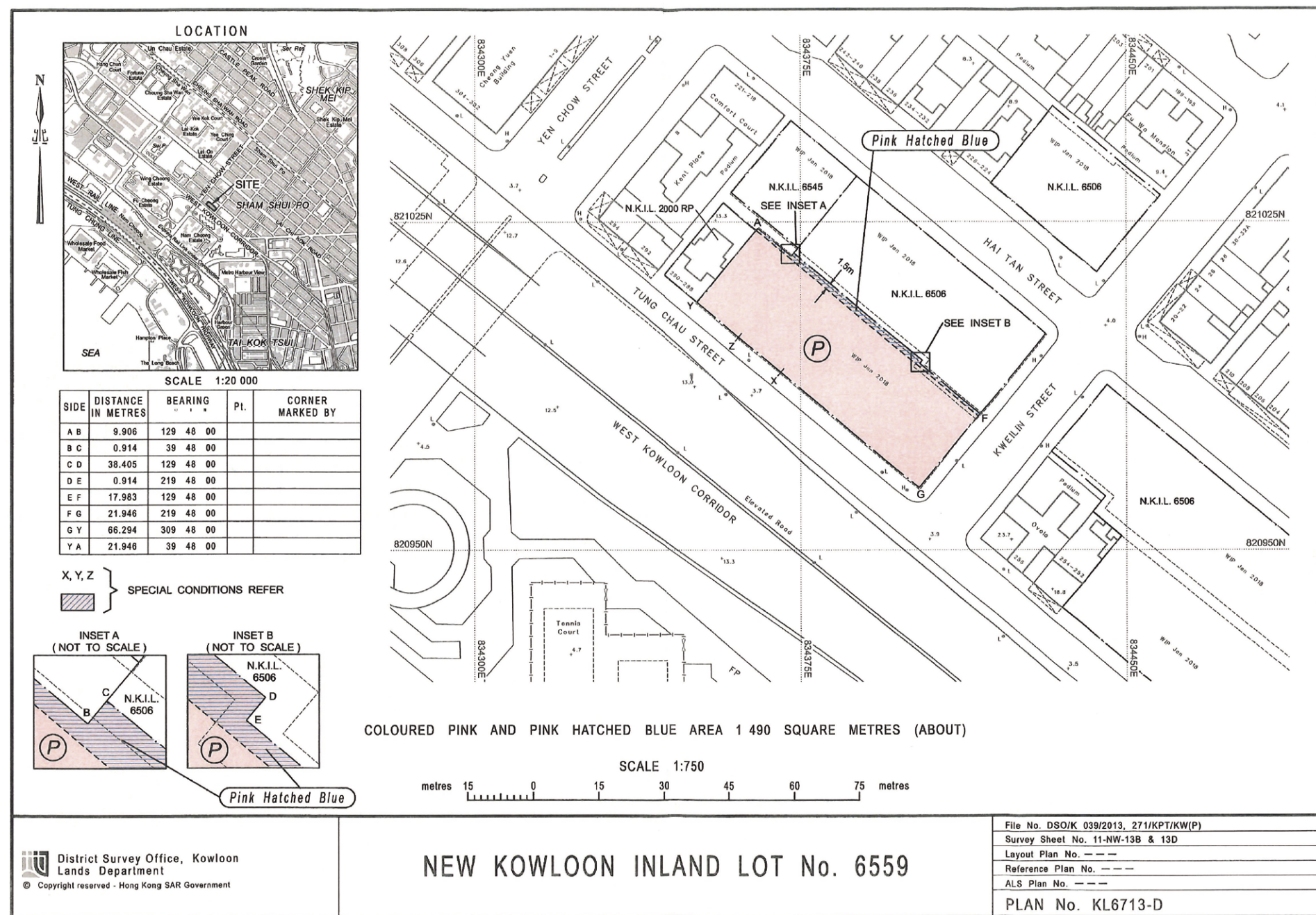
Clause	Provisions of the deed of mutual covenant
Section I	<p>"In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits: "Pink Hatched Blue Area" means the Pink Hatched Blue Area as defined in Special Condition No.(9)(a) of the Government Grant.</p>
Section VI Clause B1(bu)	<p>"The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:</p> <p>(bu) To manage and maintain the Pink Hatched Blue Area together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to Special Conditions Nos.(9)(c)(i) and (9)(c)(ii) of the Government Grant, in all respects to the satisfaction of the Director of Lands until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under Special Condition No.(9)(g) of the Government Grant."</p>

Clause	Provisions of the deed of mutual covenant
Section VI Clause D3(s)	<p>"The management expenses in the Management Budget shall include but not be limited to the following:</p> <p>(s) the costs and expenses of managing and maintaining the Pink Hatched Blue Area together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to Special Conditions Nos. (9)(c)(i) and (9)(c)(ii) of the Government Grant, in all respects to the satisfaction of the Director of Lands until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under Special Condition No.(9)(g) of the Government Grant;"</p>
Section X Clause 12	<p>"Notwithstanding anything herein contained, the parties hereto acknowledge that until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under Special Condition No.(9)(g) of the Government Grant, the Manager shall be responsible for the management and maintenance of the Pink Hatched Blue Area together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to Special Conditions Nos.(9)(c)(i) and (9)(c)(ii) of the Government Grant and shall carry out such other works in respect of the Pink Hatched Blue Area together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to Special Conditions Nos.(9)(c)(i) and (9)(c)(ii) of the Government Grant as are required under the Government Grant and the Owners shall be responsible for the costs and expenses thereof as if the Pink Hatched Blue Area together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to Special Conditions Nos. (9)(c)(i) and (9)(c)(ii) of the Government Grant were part of the Common Areas and Facilities."</p>



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

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



圖例

Legend

Pink hatched Blue = 粉紅色加藍斜線範圍

Pink hatched Blue = Pink hatched Blue Area