

12 發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property		實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1樓 – 32樓 1/F – 32/F	1	45.1 (485) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
	2	36.3 (391) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
	3	36.5 (393) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 24樓 1/F – 24/F	4	26.6 (286) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	4	26.8 (288) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 24樓 1/F – 24/F	5	18.0 (194) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	5	17.8 (192) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。

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其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

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1樓 – 24樓 1/F – 24/F	6	18.2 (196) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	6	17.9 (193) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 24樓 1/F – 24/F	7	26.7 (287) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	7	27.0 (291) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 32樓 1/F – 32/F	8	36.9 (397) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 32樓 1/F – 32/F	9	36.7 (395) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
1樓 – 32樓 1/F – 32/F	10	45.7 (492) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

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3樓–16樓 & 19樓–32樓 3/F–16/F & 19/F–32/F	11	45.8 (493) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
17樓–18樓 17/F–18/F	11	37.8 (407) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓–32樓 3/F–32/F	12, 17	27.2 (293) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	0.5 (5)	–	–	–	–	–	–	–	–
9樓–32樓 9/F–32/F	13, 16	27.2 (293) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	0.5 (5)	–	–	–	–	–	–	–	–
3樓–8樓 3/F–8/F	14, 15	45.9 (494) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
9樓–32樓 9/F–32/F	14, 15	45.8 (493) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓–32樓 3/F–32/F	18	45.8 (493) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

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2樓 – 32樓 2/F – 32/F	19	45.7 (492) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 – 32樓 2/F – 32/F	20	36.7 (395) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 – 32樓 2/F – 32/F	21	36.9 (397) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 2/F	22	27.7 (298) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓 – 24樓 3/F – 24/F	22	26.7 (287) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	22	27.0 (291) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓 – 24樓 3/F – 24/F	23	18.2 (196) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

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2樓 – 24樓 2/F – 24/F	24	18.0 (194) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	24	17.8 (192) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 2/F	25	26.7 (287) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓 – 24樓 3/F – 24/F	25	26.6 (286) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
25樓 – 32樓 25/F – 32/F	25	26.8 (288) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 2/F	26	36.8 (396) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

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3樓 – 32樓 3/F – 32/F	27	36.3 (391) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
2樓 2/F	28	45.5 (490) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
3樓 – 32樓 3/F – 32/F	28	45.1 (485) 露台 Balcony:– 工作平台 Utility Platform:– 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–

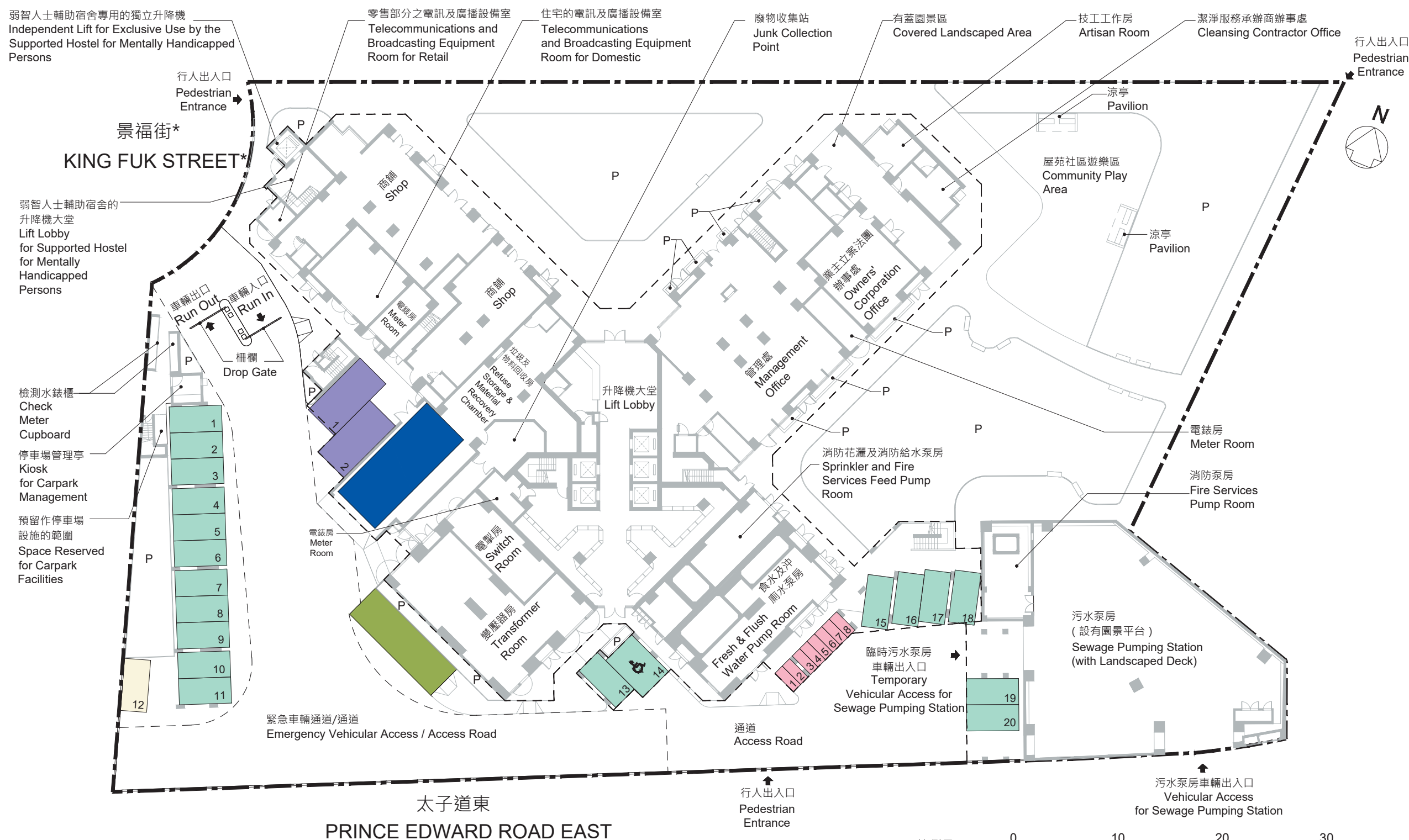
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Floor Plan of Parking Spaces in the Development



Floor Plan of Parking Spaces on Ground Floor







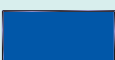


* 此街道名稱有待政府公告確認。
The street name is subject to confirmation by Government Notice.

發展項目中的停車位的樓面平面圖
Floor Plan of Parking Spaces in the Development

圖例 NOTATION

	地界	Lot Boundary
	花槽	Planter

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of each parking space (LxW) (m.)	每個停車位的面積(平方米) Area of each parking space (sq.m.)
	露天汽車停車位 Open Car Parking Space	1	5.0 X 2.5	12.50
	有蓋汽車停車位 Covered Car Parking Space	18	5.0 X 2.5	12.50
	有蓋汽車停車位(暢通易達停車位) Covered Car Parking Space (Accessible Parking Space)	1	5.0 X 3.5	17.50
	有蓋電單車停車位 Covered Motorcycle Parking Space	8	2.5 X 1.0	2.50
	有蓋輕型貨車停車位 Covered Light Goods Vehicle Parking Space	2	7.0 X 3.5	24.50
	上落客貨停車位 Loading/Unloading Space	1	11.0 X 3.5	38.50
	有蓋垃圾收集車停車位 Covered Loading/Unloading Space for Refuse Collection Vehicle	1	12.0 X 5.0	60.00

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

除在售楼說明書另有定義外，下述用詞的意義將等同於「公契」內該用詞的意義。請參閱「公契」。

A 發展項目的公用部分

「**公用地方與設施**」指全部或任何一項（視乎上下文意而定）：(i)「屋苑公用地方與設施」；(ii)「住宅大廈公用地方與設施」；及(iii)所有根據「副公契」（如有者）之條款指定為公用地方與設施的「屋苑」的部分與其設施。如情況適用，所有「公用地方與設施」均包括《建築物管理條例》（第344章）附表1指定的恰當及相關公用部分。

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於「錶前煤氣喉」、「行人天橋接駁位」、「上落客貨停車位」、垃圾收集車停車位、綠化天台、平台、有蓋行人通道天面、位於「停車位」上蓋石屎頂部的草坪及防水膜和附屬喉管，排水管，欄杆，裝置及飾面、園景平台包括位於「污水泵房」上蓋石屎頂部的草坪及防水膜和附屬喉管，排水管，裝置及飾面、緊急車輛通道/通道、「雜項」、花槽、屋苑社區遊樂區、檢測水錶櫃、消防入水掣、電錶房、垃圾及物料回收房、物料回收區、廢物收集站、電掣房、變壓器房、設有廁所的管理處、「業主立案法團」辦事處及在其中的廁所、消防喉轆、技工工作房的廁所、技工工作房、潔淨服務承辦商辦事處、非住宅區的水錶櫃、消防控制及消防花灑控制閥門房、消防水缸、消防花灑及消防給水泵房、食水缸、沖廁水缸、食水及沖廁水泵房、食水及沖廁水錶櫃、消防水錶櫃、位於地面層「住宅大廈」周界內及下方的有蓋園景區、位於「住宅大廈」一樓的有蓋園景及健身/遊樂區及位於「住宅大廈」二樓的有蓋園景及健身/遊樂區的高空層面、消防閥門房、消防增壓泵房、應急發電機房、消防花灑水缸、不附屬於任何「單位」的外牆、根據「該租契」第3.17條提供的休憩空間及已進行環境美化工程的地方（包括綠化地方）、保安系統、公共天線廣播分導系統、機械通風系統、電訊網絡設施，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以(i)橙色、(ii)橙色加黑斜線、(iii)橙色加黑十字線及(iv)黑色十字線顯示（只要該等地方、系統、裝置及設施可在圖則辨識）以資識別的範圍，以及「房委會」可隨時按照「副公契」（如有者）之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、

Summary of Provisions that Deal with the Following Matters:

Unless otherwise defined in this sales brochure, capitalised and other terms used in the following shall have the same meaning of such terms used in the Deed of Mutual Covenant ("DMC"). Please refer to the DMC for reference.

A The Common Parts of the Development:

"Common Areas and Facilities" shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Block Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of Sub-Deed (if any), each of which Common Areas and Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344).

"Estate Common Areas and Facilities" shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to the Gas Pipe Before Meter, the Footbridge Connection, the Loading and Unloading Space, loading/unloading space for refuse collection vehicles, green roofs, flat roofs, roofs of covered walkway, the turf and the waterproof membrane and the ancillary pipes, drains, railings, fittings and finishes on top of the concrete structures of the covers of the Parking Spaces, the landscaped deck which includes the turf and the waterproof membrane and the ancillary pipes, drains, fittings and finishes on top of the concrete structures of the cover of the SPS, the emergency vehicular access/access road, the Items, planters, community play area, check meter cupboard, fire services inlets, meter rooms, refuse storage and material recovery chamber, material recovery area, junk collection point, switch room, transformer room, management office with toilets therein, Owners' Corporation office and the toilet therein, hose reel, toilet for artisan room, artisan room, cleansing contractor office, water meter cupboard for non domestic area, fire services control and sprinkler control valve set room, fire services water tanks, sprinkler and fire services feed pump room, fresh water tanks, flush water tanks, fresh and flush water pump room, fresh and flush water meter cupboard, fire services water meter cupboard, covered landscaped area under and within the perimeter of the Residential Block at ground level, covered landscaped and fitness/play area at 1/F of Residential Block and high level of covered landscaped and fitness/play area at 2/F of Residential Block, fire services valve room, fire services booster pump room, emergency generator room, sprinkler water tank, external walls which do not form part of any Unit, the open space provided and the area or areas landscaped in accordance with Clause 3.17 of the said lease (including the greenery areas), security system, communal aerial broadcast distribution system, mechanical ventilation system, telecommunications network facilities and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured (i) orange, (ii) orange hatched black, (iii) orange cross-hatched black and (iv)

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系統、裝置及設施，但（「公契」另有明文定義及規定者除外）不包括「住宅大廈公用地方與設施」和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」指及包括但不限於住宅的電訊及廣播設備室、管槽、花槽、保安護衛員櫃位及看更的盥洗室、電錶房、郵件分發室、「住宅大廈」的升降機大堂、平台、電纜管道房、消防喉轆、消防栓、電訊機房、垃圾及物料回收室、水錶櫃、走廊、橫向屏障（即位於「住宅大廈」二樓的簷篷）、繫樑、金屬樓梯、隔聲鰭、食水增壓泵房、通風管道房、應急發電機房天面、消防水缸天面、消防花灑水缸天面、食水水缸天面、樓梯天面、升降機機房、升降機井、升降機、附屬於「住宅大廈」的外牆（包括突出物如「住宅單位」外的空調機罩）、樓梯、電纜裝置及附屬設施、保安系統與器具、公共天線廣播分導系統、電訊網絡設施、以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體提供服務的任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以(i)棕色及(ii)棕色加黑十字線顯示（只要該等地方、系統、裝置與設施可在圖則辨識）以資識別的範圍，以及「房委會」可隨時按照「副公契」（如有者）之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但（「公契」另有明文定義及規定者除外）並不包括「屋苑公用地方與設施」及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

cross-hatched black respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Authority in accordance with the provisions of Sub-Deed (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

“Residential Block Common Areas and Facilities” shall mean and include but not limited to telecommunications and broadcasting equipment room for domestic, pipe ducts, planters, guard counter and lavatory for watchmen, meter rooms, mail delivery rooms, lift lobbies of Residential Block, flat roofs, cable duct rooms, hose reels, fire hydrants, telecommunications rooms, refuse storage and material recovery rooms, water meter cupboards, corridors, horizontal screens (i.e. the canopy at 2/F of the Residential Block), tie beams, metal staircase, acoustic fins, fresh water booster pump room, vent duct room, roof of emergency generator room, roof of fire services water tank, roof of sprinkler water tanks, roof of fresh water tank, roofs of staircase, lift machine room, lift shafts, lifts, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, staircases, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, and any other systems, devices and facilities provided or installed in the Residential Block and intended to serve the Residential Block as a whole, which for the purpose of identification only, are shown coloured (i) brown and (ii) brown cross-hatched black respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Block Common Areas and Facilities by the Authority in accordance with Sub-Deed (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

B The Number of Undivided Shares Assigned to Each Residential Property in the Development

樓層 Floor	單位 Flat	不分割份數 Undivided Shares
1樓 – 32樓 1/F – 32/F	1	70 / 46,683
1樓 – 32樓 1/F – 32/F	2	56 / 46,683
1樓 – 32樓 1/F – 32/F	3	57 / 46,683
1樓 – 24樓 1/F – 24/F	4	41 / 46,683
25樓 – 32樓 25/F – 32/F	4	42 / 46,683
1樓 – 24樓 1/F – 24/F	5	28 / 46,683
25樓 – 32樓 25/F – 32/F	5	27 / 46,683
1樓 – 32樓 1/F – 32/F	6	28 / 46,683
1樓 – 24樓 1/F – 24/F	7	41 / 46,683
25樓 – 32樓 25/F – 32/F	7	42 / 46,683
1樓 – 32樓 1/F – 32/F	8, 9	57 / 46,683
1樓 – 32樓 1/F – 32/F	10	71 / 46,683
3樓 – 16樓 & 19樓 – 32樓 3/F – 16/F & 19/F – 32/F	11	71 / 46,683
17樓 – 18樓 17/F – 18/F	11	58 / 46,683
3樓 – 32樓 3/F – 32/F	12*, 17*	43 / 46,683

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樓層 Floor	單位 Flat	不分割份數 Undivided Shares
9樓 – 32樓 9/F – 32/F	13*, 16*	43 / 46,683
3樓 – 32樓 3/F – 32/F	14, 15	71 / 46,683
3樓 – 32樓 3/F – 32/F	18	71 / 46,683
2樓 – 32樓 2/F – 32/F	19	71 / 46,683
2樓 – 32樓 2/F – 32/F	20, 21	57 / 46,683
2樓 2/F	22	43 / 46,683
3樓 – 24樓 3/F – 24/F	22	41 / 46,683
25樓 – 32樓 25/F – 32/F	22	42 / 46,683
3樓 – 32樓 3/F – 32/F	23	28 / 46,683
2樓 – 24樓 2/F – 24/F	24	28 / 46,683
25樓 – 32樓 25/F – 32/F	24	27 / 46,683
2樓 – 24樓 2/F – 24/F	25	41 / 46,683
25樓 – 32樓 25/F – 32/F	25	42 / 46,683
2樓 – 32樓 2/F – 32/F	26	57 / 46,683
2樓 2/F	27	57 / 46,683
3樓 – 32樓 3/F – 32/F	27	56 / 46,683
2樓 – 32樓 2/F – 32/F	28	70 / 46,683

* 包括其中的窗台
Including the bay window thereof

C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)及「該租契」各契諾、條件和但書及「公契」內有關終止委任的條文另有規定,「房委會」應負責「該土地」及「屋苑」之管理,首屆任期為「屋苑」的「完工證明書」(或如有多份「完工證明書」則以最後一份為準)簽發日起計二十四(24)個曆月或直至「業主立案法團」成立為止(以較早者為準),及必須繼續擔任「經理人」,直至「房委會」的任命按照「公契」的條款終止為止。

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

- (1) 每名「業主」均須繳付「經理人」釐定的月費,以分擔管理「屋苑」所招致的必要及合理費用、收費及開支,攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算,並由「經理人」根據按照「公契」條文制訂的周年財政預算訂定。
- (2) 分配予發展項目中的每個住宅物業的「管理份數」的數目:

C The Term of Years for which the Manager of the Development is Appointed

Subject to the provisions of the Building Management Ordinance (Cap. 344), the covenants, conditions and provisos of the said lease and the provisions of termination contained in the DMC, the HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of issue of the Completion Certificate (or if more than one Completion Certificate the latest thereof) of the Estate or until an Owners' Corporation is formed, whichever is the earlier and shall continue to be the Manager for such further period until the termination of the HA's appointment in accordance with the provisions of the DMC.

D The Basis on which the Management Expenses are Shared Among the Owners of the Residential Properties in the Development

- (1) Each of the Owners shall pay a monthly sum as determined by the Manager being the due proportion of the costs, charges and expenses necessarily and reasonably incurred in the management of the Estate in proportion to the number of Management Shares allocated to such part of the Estate of which he has the exclusive right to hold use occupy and enjoy. The amount of such monthly sum shall be determined by the Manager based on the annual budget made in accordance with the provisions of the DMC.
- (2) The number of Management Shares allocated to each residential property in the Development is as follows:

樓層 Floor	單位 Flat	管理份數 Management Shares
1樓 – 32樓 1/F – 32/F	1	70 / 46,183
1樓 – 32樓 1/F – 32/F	2	56 / 46,183
1樓 – 32樓 1/F – 32/F	3	57 / 46,183
1樓 – 24樓 1/F – 24/F	4	41 / 46,183
25樓 – 32樓 25/F – 32/F	4	42 / 46,183
1樓 – 24樓 1/F – 24/F	5	28 / 46,183
25樓 – 32樓 25/F – 32/F	5	27 / 46,183

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樓層 Floor	單位 Flat	管理份數 Management Shares
1樓 – 32樓 1/F – 32/F	6	28 / 46,183
1樓 – 24樓 1/F – 24/F	7	41 / 46,183
25樓 – 32樓 25/F – 32/F	7	42 / 46,183
1樓 – 32樓 1/F – 32/F	8, 9	57 / 46,183
1樓 – 32樓 1/F – 32/F	10	71 / 46,183
3樓 – 16樓 & 19樓 – 32樓 3/F – 16/F & 19/F – 32/F	11	71 / 46,183
17樓 – 18樓 17/F – 18/F	11	58 / 46,183
3樓 – 32樓 3/F – 32/F	12*, 17*	43 / 46,183
9樓 – 32樓 9/F – 32/F	13*, 16*	43 / 46,183
3樓 – 32樓 3/F – 32/F	14, 15	71 / 46,183
3樓 – 32樓 3/F – 32/F	18	71 / 46,183
2樓 – 32樓 2/F – 32/F	19	71 / 46,183
2樓 – 32樓 2/F – 32/F	20, 21	57 / 46,183
2樓 2/F	22	43 / 46,183
3樓 – 24樓 3/F – 24/F	22	41 / 46,183
25樓 – 32樓 25/F – 32/F	22	42 / 46,183
3樓 – 32樓 3/F – 32/F	23	28 / 46,183

樓層 Floor	單位 Flat	管理份數 Management Shares
2樓 – 24樓 2/F–24/F	24	28 / 46,183
25樓 – 32樓 25/F–32/F	24	27 / 46,183
2樓 – 24樓 2/F–24/F	25	41 / 46,183
25樓 – 32樓 25/F–32/F	25	42 / 46,183
2樓 – 32樓 2/F–32/F	26	57 / 46,183
2樓 2/F	27	57 / 46,183
3樓 – 32樓 3/F–32/F	27	56 / 46,183
2樓 – 32樓 2/F–32/F	28	70 / 46,183

* 包括其中的窗台
Including the bay window thereof

E 計算管理費按金的基準

每「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」不時就每個「單位」根據按照「公契」條文制訂的周年財政預算訂定的「業主」應繳的管理月費的三倍。

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

The amount of management fee deposit is a sum not exceeding 3 times the monthly management fee payable by the Owner in respect of each Unit as may be determined from time to time by the Manager based on the annual budget made in accordance with the provisions of the DMC.

F The Area in the Development Retained by the Vendor for the Vendor's Own Use

Not applicable

註：請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。「公契」的最新擬稿的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱，並可於房委會就出售景泰苑所指定的互聯網網站內閱覽。

Note: For full details of the above provisions and other provisions in the DMC, please refer to the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre and is also available on the website designated by the HA for the sale of King Tai Court.

16 批地文件的摘要

Summary of Land Grant

位於新九龍內地段第6560號之香港房屋委員會（下稱「承租人」，如語意容許，亦包括其繼承人或受讓人）之發展項目的政府租契（下稱「該租契」）日期為2015年7月31日。

- 1 該發展項目位於新九龍內地段第**6560**號（下稱「該土地」）。
- 2 「該土地」的批租年期為**50**年，由**2015**年**7**月**31**日起計。
- 3 「該租契」條款第**3.13**條訂明：
除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該土地」或其任何部分或任何已建或擬建於「該土地」的建築物或其任何部分作私人住宅、「該租契」條款第**3.19**條所述的「政府屋宇」及「該租契」所述的該等商業屋宇和附屬設施用途以外的任何其他用途。特此說明，已建或擬建於「該土地」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。
- 4 「該租契」條款第**3.16**條訂明：
未經地政總署署長（下稱「署長」）事先書面同意，不得移除或干擾生長於「該土地」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。
- 5 「該租契」條款第**3.17**條訂明：
(a) 在「該租契」的整個年期內，「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於**2,470**平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。

The government lease governing the Development by the Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of the whole of New Kowloon Inland Lot No. 6560 (“the said lease”) is dated the 31st day of July 2015.

- 1 **The Development is situated on New Kowloon Inland Lot No. 6560 (“the said land”).**
- 2 **The said land is granted for a term of 50 years commencing from the 31st day of July 2015.**
- 3 **Clause No. 3.13 of the said lease stipulates that:**
Subject to the terms and covenants contained in the said lease, the Lessee shall not use or permit or suffer to be used the said land or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with the Government Accommodation referred to in Clause No. 3.19 of the said lease, such commercial accommodation and ancillary facilities as referred to in the said lease and in particular, any residential flats in the building or buildings erected or to be erected on the said land shall not be used for any purpose other than for private residential purposes.
- 4 **Clause No. 3.16 of the said lease stipulates that:**
No tree growing on the said land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director of Lands (hereinafter referred to as “the Director”) who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- 5 **Clause No. 3.17 of the said lease stipulates that:**
(a) Throughout the term of the said lease, the Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 2,470 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.

- (b) 「承租人」須按下列規定，在「該土地」及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
 - (i) 在「該土地」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.17(a)條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。
 - (ii) 「該租契」條款第3.17(b)(i)條所指百分之二十的面積中有不少於百分之五十（下稱「該可見或可前往的綠化地方」）須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該土地」的人可以前往「該可見或可前往的綠化地方」。
 - (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。
- (c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：
 - (i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.17(b)條所指的百分之二十面積；
 - (ii) 何謂「該租契」條款第3.17(b)條所指的地面水平；以及
 - (iii) 何謂「該租契」條款第3.17(a)條所指的休憩空間。
- (d) 「承租人」其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。
- (e) 如獲「署長」事先書面同意，「承租人」在「該土地」內按「該租契」條款第3.17(b)(i)條提供的面積之百分比可較所規定的為低。
- (f) 根據「該租契」條款第3.17條提供的休憩空間及進行環境美化工程的地方，須被指定為「該租契」條款第3.20(a)(v)條所指的公用地方並成為其中一部分。

6 「該租契」條款第3.19(a)至(e)條訂明：

- (a) 除「該租契」條款第3.19(b)及(c)條另有規定外，「承租人」須以各方面均令「署長」滿意的方式及熟練的技術，在「該土地」自費建立、建造、提供及維持政府、機構和社區設施，當中包括：
 - (i) 總樓面面積為489平方米的污水泵房（下稱「污水泵房」）；及

- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the said land and podium (if any) not built upon in compliance with the following requirements:
 - (i) Not less than 20% of the area of the said land shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.17(a) of the said lease and with landscaping works shall be taken into account in calculating the 20% .
 - (ii) Not less than 50% of the 20% referred to in Clause No. 3.17(b)(i) of the said lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said land.
 - (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
 - (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in Clause No. 3.17(b) of the said lease;
 - (ii) as to what constitutes the ground level referred to in Clause No. 3.17(b) of the said lease; and
 - (iii) as to what constitutes open space referred to in Clause No. 3.17(a) of the said lease.
- (d) The Lessee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) With the prior written consent of the Director, the Lessee may provide a lesser percentage of the area of the said land as required under Clause No. 3.17(b)(i) of the said lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.17 of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.20(a)(v) of the said lease.

6 Clause Nos. 3.19 (a) to (e) of the said lease stipulate that:

- (a) Subject to Clause Nos. 3.19(b) and (c) of the said lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the said land in a good workmanlike manner government, institution and community facilities comprising:
 - (i) Sewage Pumping Station (hereinafter referred to as "SPS") having a total gross floor area of 489 square metres; and

- (ii) 總樓面面積為463平方米的弱智人士輔助宿舍（下稱「輔助宿舍」）（上述屋宇包括根據「該租契」條款第3.19(b)及(c)條對該屋宇進行的改建、變更、加建、擴展或改善工程），以及由「署長」全權酌情決定（其決定為最終決定，並對「承租人」具約束力）的任何其他專屬於該屋宇的地方、設施、服務和裝置，以下統稱「政府屋宇」）。
- (b) 在「該租契」的整個年期內，「署長」以及依據《財政司司長法團條例》、任何其下的規例和任何修訂法例成立的名為「財政司司長法團」的單一法團（下稱「財政司司長法團」；在文意許可的情況下，「財政司司長法團」亦包括其繼承人及受讓人）根據「該租契」條款第3.19(d)條獲轉讓「政府屋宇」後（為施行「該租契」條款第3.19(b)條，「財政司司長法團」不包括其受讓人），「財政司司長法團」可全權並在未經「承租人」贊同或認可的情況下：
- (i) 改變或更改「政府屋宇」或其任何部分的用途；
- (ii) 更改「政府屋宇」或其任何部分的總樓面面積；及
- (iii) 進行建築工程，包括但不限於「署長」認為為行使「該租契」條款第3.19(b)(i)及(b)(ii)條賦予的權利而須進行的改建、變更、加建、擴展或改善工程，不論有關工程是否需要工具、裝備、器械及機械進行。
- 政府、「署長」及「財政司司長法團」不會為「署長」或「財政司司長法團」為行使「該租契」條款第3.19(b)條賦予的權力所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「財政司司長法團」提出任何申索。
- (c) 除「該租契」條款第3.19(b)條另有規定外，「承租人」根據「該租契」條款第3.19(d)條將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前，除非事先得到「署長」書面同意，否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求，在「政府屋宇」無產權負擔或受制於現有租約或許可證或兩者（如有的話）的情況下，按「署長」指定的條款及條件，自費將「該租契」條款第3.19(e)條指明的不分割分數或其任何部分的空置管有權連同獨有使用、佔用和享用「政府屋宇」或其任何部分的權利，轉讓予「財政司司長法團」而不收取任何費用。

- (ii) Supported Hostel for Mentally Handicapped Persons (hereinafter referred to as "SHMHP") having a total gross floor area of 463 square metres
- (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clause Nos. 3.19(b) and (c) of the said lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) are hereinafter collectively referred to as the "Government Accommodation").
- (b) Throughout the term of the said lease the Director and, in addition, upon assignment of the Government Accommodation to 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 "FSI" which expression shall if the context permits include its successors and assigns) pursuant to Clause No. 3.19(d) of the said lease, FSI (which for the purposes of Clause No. 3.19(b) of the said lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:
- (i) to alter or vary the use of the Government Accommodation or any part thereof;
- (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
- (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under Clause Nos. 3.19(b)(i) and (b)(ii) of the said lease.
- The Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under Clause No. 3.19(b) of the said lease.
- (c) Subject to Clause No. 3.19(b) of the said lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to Clause No. 3.19(d) of the said lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in Clause No. 3.19(e) of the said lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.

- (e) 將根據「該租契」條款第3.19(d)條被轉讓予「財政司司長法團」的屬整個「該土地」的不分割分數的數目將由「署長」按照「政府屋宇」的總樓面面積佔所有已建或擬建於「該土地」的建築物的總樓面面積的比例而訂定，「署長」這方面訂定的數目為最終決定，並對「承租人」具約束力。

7 「該租契」條款第3.19(h)至(j)條訂明：

- (h) (i) 茲毋損「該租契」條款第5.3條，「承租人」承認截至「該租契」當日，「該土地」內已有一部分的「污水泵房」（下稱「污水泵房現有部分」）。在根據「該租契」條款第1.2(a)條給予「承租人」及「承租人」接受「該土地」的管有權（「該租契」條款第1.2(a)條所指的「延遲接管部分」除外）之時，須當作「承租人」已交付「污水泵房現有部分」之管有權予「政府」供其獨有使用、佔用和營運。
- (ii) 「署長」在「政府屋宇」根據「該租契」條款第3.19(d)條轉讓之前的任何時間內，有權要求而「承租人」須按要求及「署長」認為合適的條款及條件將「政府屋宇」（不包括「污水泵房現有部分」）或其任何部分的空置管有權交予政府供其獨有使用、佔用和營運。
- (i) (i) 在「該租契」的整個年期內，「承租人」須（在「財政司司長法團」作出「該租契」條款第3.20(a)(ix)(I)條所述的分擔款項的前提下）以令「署長」各方面滿意的方式自費保養下列項目（以下統稱為「雜項」）：
- (I) 非獨立式的「政府屋宇」的外牆裝修物料和其內、周圍、以內、以上和以下的牆壁、柱、樑、天花、天花板、行車道/樓板及任何其他結構元件的結構；
- (II) 供「政府屋宇」及「該土地」上發展項目的其餘部分使用的所有升降機、自動扶梯和樓梯；
- (III) 作為供「政府屋宇」及「該土地」上發展項目的其餘部分使用的系統的其中部分之所有屋宇裝備裝置，機械與器材（包括但不限於可攜式及不可攜式消防裝置與設備）；及
- (IV) 供「政府屋宇」及「該土地」上發展項目的其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」所引起或造成的一切不論任何性質的責任、損害、開支、申索、費用、收費、索求、訴訟及法律程序，向政府及「財政司司長法團」作出彌償，並使政府及「財政司司長法團」持續得到彌償。

- (e) The number of undivided shares in the whole of the said land to be assigned to FSI in accordance with Clause No. 3.19(d) of the said lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the said land. The determination of the Director in this respect shall be final and binding on the Lessee.

7 Clause Nos. 3.19(h) to (j) of the said lease stipulate that:

- (h) (i) Without prejudice to Clause No. 5.3 of the said lease, the Lessee acknowledges that there exists within the said land as at the date of the said lease a part of the SPS (hereinafter referred to as "the Existing Part of SPS"). Upon possession of the said land (other than the Deferred Possession Area as referred to in Clause No. 1.2(a) of the said lease) being given to and taken by the Lessee pursuant to Clause No. 1.2(a) of the said lease, possession of the Existing Part of SPS shall be deemed to be delivered by the Lessee to the Government for its exclusive use, occupation and operation.
- (ii) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Clause No. 3.19(d) of the said lease, delivery of vacant possession of the Government Accommodation (other than the Existing Part of SPS) or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the term of the said lease at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.20(a)(ix)(I) of the said lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter collectively referred to as "the Items"):
- (I) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
- (II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the said land;
- (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 said land; and
- (IV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the said land.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.

- (iii) 只就「該租契」條款第3.19(i)條而言，「承租人」的語意排除「財政司司長法團」。
- (iv) 就「該租契」條款第3.19(i)條而言，倘「政府屋宇」建立在及/或處於獨立於任何其他建築物、結構或豎設物的地方，其須被視為獨立式建築物。
- (v) 倘「承租人」和「財政司司長法團」之間不能達成共識，「署長」就「政府屋宇」是否為獨立式建築物一事作出的決定為最終決定，並對「承租人」及「財政司司長法團」具約束力。
- (j) 儘管有「該租契」條款第3.19(d)條的規定，「承租人」須應「署長」的要求，按「署長」決定的其他條款及條件，以名義租金將「政府屋宇」或其任何部分分租予「財政司司長法團」或「署長」不時指定的其他人士或人等。

8 「該租契」條款第3.20 (a)(ix) (I)至(IV)條訂明：

- (ix) 「公契」應按「署長」批准或指定採用的特定形式及條款，其中特別須訂明包括以下規定的條款：
 - (I) (A) 「財政司司長法團」作為「政府屋宇」的業主須負責該處的維修及管理事宜，但毋須負責維修及管理「該土地」上發展項目的其餘部份；
 - (B) 「財政司司長法團」作為「輔助宿舍」的業主只須就實際供「輔助宿舍」使用或由該處的佔用人、其受僱人、承辦商、代理或訪客使用的設施或服務支付管理及維修費，然而「財政司司長法團」具體的付款責任將由政府產業署署長或「署長」就此提名的人士釐定，且於任何情況下均不得超過根據「輔助宿舍」總樓面面積佔現已或將會建於「該土地」上所有建築物的總樓面面積的比例計算的管理及維修費的百分比。有關的維修及管理費的繳付責任將由「輔助宿舍」或其有關部分之轉讓契約簽訂當日起計。此外，除非及直至政府產業署署長或「署長」就此提名的人士已以書面批准有關管理及維修費金額，「財政司司長法團」方會承擔責任付款；
 - (C) 「財政司司長法團」作為「輔助宿舍」的業主毋須就發展項目任何其他部分（不論是否「該租契」中定義的「公用地方」）攤付任何管理及維修費，亦毋須就政府產業署署長或「署長」就此提名的人士認為並非直接服務或惠及「輔助宿舍」的任何設施或服務攤付任何管理及維修費；

- (iii) For the purpose of Clause No. 3.19(i) of the said lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of Clause No. 3.19(i) of the said lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.
- (j) Notwithstanding Clause No. 3.19(d) of the said lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

8 Clause Nos. 3.20 (a)(ix) (I) to (IV) of the said lease stipulate that:

- (ix) The DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:
 - (I) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the said land;
 - (B) FSI as owner of the SHMHP shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the SHMHP or are used by the occupier thereof, its servants, contractors, agents or visitors Provided however that the liability of FSI shall be as determined by the Government Property Administrator or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the SHMHP bears to the gross floor area of all the buildings erected or to be erected on the said land and shall only commence from the date of the Assignment of the SHMHP or the relevant part(s) thereof and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose;
 - (C) FSI as owner of the SHMHP shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether the Common Areas (as defined in the said lease or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the SHMHP;

- (D) 「財政司司長法團」作為「污水泵房」的業主毋須分擔「該土地」上發展項目的其餘部分的任何管理及維修費，其中特別毋須分擔「該租契」中定義的「公用地方」及「該土地」內發展項目的公用設施所招致的任何管理及維修費，包括「該租契」第3.19(i)條所載的「雜項」；
- (II) 「財政司司長法團」作為「污水泵房」的業主，毋須支付任何資本設備基金、裝修泥頭清理費或同類費用；
- (III) 「財政司司長法團」作為「輔助宿舍」的業主毋須支付：
- (A) 管理費按金；
- (B) 資本設備基金，惟「財政司司長法團」須償付事前經由政府產業署署長或「署長」就此提名的人士批准而乃確實供「輔助宿舍」使用或由該處佔用人、其受僱人、承辦商、代理或訪客使用的各設施及服務招致的資本開支；
- (C) 「輔助宿舍」的保險保費；
- (D) 裝修泥頭清理費；
- (E) 逾期未繳管理及維修費用的罰款；
- 或同類付款；
- (IV) 「財政司司長法團」、其租客、租戶、獲許可人、獲其授權的人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權利益：
- (A) 「政府屋宇」有權享有庇護、支撐及保護；
- (B) 有權讓氣體、電力、食水、污水、冷氣、電話及所有其他服務自由透過現時或於「該租契」的整個年期內於「該土地」之任何部分及「該土地」上發展項目之任何部分鋪設或越過之溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體而接駁至「政府屋宇」；
- (C) 有權隨時按其全權酌情，自費改動、改道、修改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施（以下簡稱「政府屋宇服務」），而毋須向「承租人」支付任何費用，惟進行上述「政府屋宇服務」的改動、改道、修改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會導致位於或從屬於「該土地」或其任何部分而非「政府屋宇」專用的服務與設施受損；

- (D) FSI as owner of the SPS shall not be liable to contribute any management and maintenance charges in respect of the remainder of the development on the said land and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas (as defined in the said lease) and common facilities of the development within the said land, including the Items referred to in Clause No.3.19(i) of the said lease;
- (II) FSI as owner of the SPS shall not be liable for any payment of capital equipment fund, debris removal fee or payment of a like nature;
- (III) FSI as owner of the SHMHP shall not be liable for any payment of:
- (A) management deposits;
- (B) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the SHMHP or are used by the occupier thereof, its servants, contractors, agents or visitors;
- (C) insurance premium in respect of the SHMHP;
- (D) debris removal fee;
- (E) penalty charges on late payment of management and maintenance charges; or payment of a like nature;
- (IV) FSI, its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements:
- (A) the right of shelter support and protection for the Government Accommodation;
- (B) the right 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, watercourses, cables, pipes, wires and other conducting media now or during the term of the said lease laid on or running through any part of the said land and any part of the development on the said land;
- (C) the right 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 (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Lessee 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 those services and facilities within or appertaining to the said land or any part thereof which are not serving exclusively the Government Accommodation;

- (D) 有權為正確地使用及享用「政府屋宇」或其任何部分的目的通行及再通行、進出、往返及使用「該租契」中定義的「公用地方」，以及使用和享用「該土地」或其任何部分或「該土地」上發展項目的公用設施；
- (E) 在所有合理時間不論是否聯同測量師、承辦商、工人及其他人等或不論是否駕車或攜帶機器裝置、設備、物料及機械進入「該土地」或「該土地」上發展項目的任何部分，以便於「政府屋宇」或其任何部分進行擴建、保養、修理、加建及改建工程，以及進行「政府屋宇服務」或其任何部分的保養、修理、改建、改道、更改、重鋪及還原工程；
- (F) 遵照「署長」要求，享有暢通無阻進出「政府屋宇」的通行權；
- (G) 行使專有權，以「財政司司長法團」視為適當的方式，在「政府屋宇」或其任何部分範圍內及邊界周圍的牆、圓柱及其他結構組件安裝、搭建、展示、陳列、保養、修理、拆除和更新招牌及廣告。並且享有通行權，不論是否聯同受僱人、工人及其他人等和不論是否攜帶機器裝置、設備、機械及物料，進入「該土地」或其任何部分或「該土地」上發展項目的任何部分，以便檢驗、安裝、搭建、展示、陳列、保養、修理、拆除及更新此等招牌及廣告；
- (H) 享有裝設於「政府屋宇」的天台板、牆及其他結構組件上的照明管道、消防、通風及其他服務設備、設施、裝置、固定裝置、輔助工程，以及機器裝置及物料之通行權；
- (I) 有權於「政府屋宇」內、周圍、其上及其下的牆、圓柱、樑、天花、天台板、行車道/樓板及其他結構組件上改動或設置專供「政府屋宇」或其任何部分使用和專享之附加服務，以及享有相關之通行權，不論是否聯同受僱人、工人及其他人等及不論是否攜帶機器裝置、設備、機械及物料，進入「該土地」或「該土地」上發展項目的任何部分；及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

- (D) the right to go pass and repass over and along and to use the Common Areas (as defined in the said lease) and to use and receive the benefit of any common facilities within the said land or any part thereof or the development thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
- (E) the right 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 said land or any part of the development on the said land for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (F) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (G) the exclusive right 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 thereof as FSI shall deem fit and the right of access over the said land or any part thereof or any part of the development thereon 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) the right of access of 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) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right or access over the said land or any part of the development on the said land with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (J) such other rights privileges and easements as may be deemed necessary or desirable by the Director.

9 「該租契」條款第3.22(a)條訂明：

「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：

- (i) 供停泊根據《道路交通條例》及其下的任何規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車（電單車和貨車除外）的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為19，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；
- (ii) 供停泊根據《道路交通條例》及其下的任何規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為8，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.5米長而樓底高度最少須為2.4米；
- (iii) 供停泊根據《道路交通條例》及其下的任何規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的輕型貨車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為2，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及7.0米長而樓底高度最少須為3.6米；及
- (iv) 1個供根據《道路交通條例》及其下的任何規例或任何修訂法例界定的傷殘人士停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定。

10 「該租契」條款第3.22 (b)條訂明：

根據「該租契」條款第3.22條(a)(i)款、(a)(ii)款、(a)(iii)款和(a)(iv)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。

9 Clause No. 3.22(a) of the said lease stipulates that:

The Lessee shall provide and maintain within the said land to the satisfaction of the Director:

- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 19 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres;
- (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 8 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1 metre in width and 2.5 metres in length with a minimum headroom of 2.4 metres;
- (iii) spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres; and
- (iv) one space for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion.

10 Clause No. 3.22 (b) of the said lease stipulates that:

The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.22 of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

11 「該租契」條款第3.22(c)條訂明：

「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持供根據《道路交通條例》及其下的任何規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位，及供垃圾收集車輛作起卸用途的停車位，除非另行獲得「署長」的書面同意，供汽車作上落客貨用途的停車位的數目須為1，供垃圾收集車輛作起卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，每個供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11米長而樓底高度最少須為4.7米，並且不得用作供與「該土地」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。除非另行獲得「署長」的書面同意，每個供垃圾收集車輛作起卸用途的停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.5米，並且不得用作供與「該土地」已建或擬建的建築物有關的垃圾收集車輛作起卸用途以外的任何其他用途。就「該租契」條款第3.22(c)條而言，「署長」就何謂垃圾收集車輛的決定為最終決定，並對「承租人」具約束力。

12 「該租契」條款第3.25條訂明：

(a) 在完成建造面向「該租契」附圖上標示的U、V及W點的擬建道路（下稱「第二擬建道路」）前，政府及「署長」、獲其正式授權的人員、承辦商及工人，及任何其他獲其授權的人士（以下統稱「被授權的人士」），不論是否備有工具、設備、機器或汽車，均有自由及不受限制的權利隨時在給予「承租人」合理通知的情況下，進出、返回、來回及通過「該土地」或其任何部分，以按政府或「署長」的規定或授權營運、視察、維修、更新、替換及保養「污水泵房」或其任何部分。由「公契」生效日起（包括該日）直至「第二擬建道路」的建造完成日（但不包括該完成日），「財政司司長法團」，為政府代表，須每月向根據包含管理協議的公契（下稱「公契」）委任的經理人支付一筆港幣200元的固定款項，該經理人須以該筆款項作為政府、「署長」及「被授權的人士」使用「該土地」內的屋苑道路有關的部分管理和保養費用，惟除非及直至「財政司司長法團」從經理人收到一張關於個別詳情的書面發票，否則支付前述每月港幣200元款項的責任不會產生，而且為免生疑問，「財政司司長法團」須被准許在「財政司司長法團」收到經理人的書面發票的30天內支付前述港幣200元的款項。「署長」就「第二擬建道路」的建造完成與否及何時完成的決定為最終決定，並對「承租人」具約束力。

11 Clause No. 3.22 (c) of the said lease stipulates that:

The Lessee shall provide and maintain within the said land to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and spaces for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1 and the number of spaces for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. The space for the loading and unloading of motor vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the said land. The space for the loading and unloading of refuse collection vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land. For the purpose of Clause No. 3.22 (c) of the said lease, the decision of the Director as to what constitutes refuse collection vehicle shall be final and binding on the Lessee.

12 Clause No. 3.25 of the said lease stipulates that:

(a) Prior to completion of the construction of the proposed road fronting the points U, V and W shown and marked on the plan annexed to the said lease (hereinafter referred to as "the Second Proposed Road"), the Government and the Director, its or their duly authorized officers, contractors and workmen and any other persons authorized by it or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, machinery or motor vehicles shall at all times upon reasonable prior notice being given to the Lessee have the right of free and unrestricted ingress, egress and regress to, from and through the said land or any part thereof for the purposes of operating, inspecting, repairing, renewing, replacing and maintaining the SPS or any part thereof which the Government or the Director may require or authorize. FSI, for and on behalf of the Government, shall pay to the manager appointed in accordance with the Deed of Mutual Covenant Incorporating a Management Agreement (hereinafter referred to as the "DMC") a fixed sum of HK\$200.00 per month starting from and inclusive of the date of the execution of the DMC and up to but exclusive of the date on which the construction of the Second Proposed Road is completed, which sum shall be used by the manager as part of the management and maintenance cost in respect of the usage of the estate roads within the said land by the Government, the Director and the authorized persons provided that no liability to pay the said monthly sum of HK\$200.00 shall arise unless and until the FSI shall have received a written invoice from the manager for a particular and for the avoidance of doubt, FSI shall be allowed to pay the said sum of HK\$200.00 within 30 days of FSI's receipt of the manager's written invoice. The decision of the Director as to whether and when the construction of the Second Proposed Road has been completed shall be final and binding on the Lessee.

- (b) 政府、「署長」及「被授權的人士」不會為政府、「署長」或「被授權的人士」行使「該租契」條款第3.25(a)條所賦予的權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」不可就任何該等損失、損害、滋擾或干擾向政府、「署長」或「被授權的人士」提出申索。

13 「該租契」條款第3.26條訂明：

除非事先得到「署長」書面同意，否則不得於「該租契」附圖以粉紅色加黑斜線、粉紅色加黑斜線加黑圓圈、粉紅色加黑斜線加黑點加黑圓圈及粉紅色加黑斜線加黑點顯示的「該土地」的該等部分之上、上面、下面、以上、以下或之內（以下統稱為「非建築用地」）建立或建造任何建築物、構築物或任何建築物或構築物的支撐物件，惟位於「該租契」附圖以粉紅色加黑斜線加黑圓圈、粉紅色加黑斜線加黑點加黑圓圈及粉紅色加黑斜線加黑點顯示的「非建築用地」的該等部分之內的「該租契」條款第3.27(a)條及第3.28(a)條分別所述的「渠務保留範圍構築物」及「水務保留範圍構築物」或其任何部分、邊界牆/圍欄、供栽種用的花槽圍邊、花棚、長凳及地下構築物除外。

14 「該租契」條款第3.27條訂明：

- (a) 除非事先得到「署長」書面同意，否則不得於「該租契」附圖以粉紅色加黑斜線加黑點加黑圓圈、粉紅色加黑斜線加黑點、粉紅色加黑點及粉紅色加黑點加黑圓圈顯示的渠務保留範圍之上、上面、下面、以上、以下或之內（下稱「渠務保留範圍」）建立、建造或放置任何建築物、構築物或任何建築物或構築物的支撐物件，惟下列除外：
- (i) 根據「該租契」條款第3.19(a)條建立、建造或提供或擬建立、擬建造或擬提供的「污水泵房」，以及擬建立、擬建造或擬放置於「渠務保留範圍」之上、上面、下面、以上、以下或之內的兩個供栽種用的花槽圍邊、一個邊界牆/圍欄及六個長凳（以下統稱為「渠務保留範圍構築物」）；及
- (ii) 「該租契」條款第3.28(a)條及3.28(c)條分別所述的位於「該租契」附圖以粉紅色加黑斜線加黑點加黑圓圈及粉紅色加黑點加黑圓圈顯示的「渠務保留範圍」的該等部分的該等「水務保留範圍構築物」及「水務設施」（以下統稱為「渠務保留範圍內的水務保留範圍構築物及水務設施」）。

「渠務保留範圍構築物」及「渠務保留範圍內的水務保留範圍構築物及水務設施」以下統稱為「渠務保留範圍合併構築物」。

- (b) The Government, the Director and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Government, the Director or the authorized persons of the rights conferred under Clause No. 3.25(a) of the said lease and no claim whatsoever shall be made against the Government, the Director or the authorized persons by the Lessee in respect of any such loss, damage, nuisance or disturbance.

13 Clause No. 3.26 of the said lease stipulates 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 on, over, under, above, below or within those portions of the said land shown coloured pink hatched black, pink hatched black circled black, pink hatched black stippled black circled black and pink hatched black stippled black on the plan annexed to the said lease (hereinafter collectively referred to as “the Non-building Area”) except the DRA Structures and the WRA Structures respectively referred to in Clauses No. 3.27(a) and 3.28(a) of the said lease or any part thereof within those portions of the Non-building Area shown coloured pink hatched black circled black, pink hatched black stippled black circled black and pink hatched black stippled black on the plan annexed to the said lease, boundary walls/fencing, planter curbs for planting, pergolas, seating benches and underground structures.

14 Clause No. 3.27 of the said lease stipulates that:

- (a) Except with the prior written consent of the Director, no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink hatched black stippled black circled black, pink hatched black stippled black, pink stippled black and pink stippled black circled black on the plan annexed to the said lease (hereinafter referred to as “the Drainage Reserve Area”) other than:
- (i) the SPS erected or constructed or provided or to be erected or constructed or provided in accordance with Clause No. 3.19(a) of the said lease, two planter curbs for planting, a boundary wall/fencing and six seating benches to be erected or constructed or placed on, over, under, above, below or within the Drainage Reserve Area (hereinafter collectively referred to as “the DRA Structures”); and
- (ii) those of the WRA Structures and the Waterworks Installation referred to in Clause Nos. 3.28(a) and (c) of the said lease respectively which are within those portions of the Drainage Reserve Area shown coloured pink hatched black stippled black circled black and pink stippled black circled black on the plan annexed to the said lease (hereinafter collectively referred to as “the WRA Structures and the Waterworks Installation within the Drainage Reserve Area”).

The DRA Structures and the WRA Structures and the Waterworks Installation within the Drainage Reserve Area are hereinafter collectively referred to as “the DRA Combined Structures”.

- (b) 除「渠務保留範圍合併構築物」外，任何可能會阻塞「該租契」條款第3.27(c)條所述的「公用事業設施」或引致「公用事業設施」超出荷載的物件或物料，不論性質為何，均不得放置於「渠務保留範圍」內。倘若「署長」認為（其意見為最終意見，並對「承租人」具約束力）「渠務保留範圍」內有物件或物料可能會阻塞「公用事業設施」或引致「公用事業設施」超出荷載，「署長」有權以書面通知要求「承租人」自費以各方面均令「署長」滿意的方式拆卸或移除該等物件或物料，並恢復「渠務保留範圍」的原狀。假如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求，或情況緊急，「署長」可進行其認為必須的移除、拆卸及恢復原狀工程，而「承租人」須按要求向政府支付該等工程的費用。
- (c) 政府及「署長」、獲其正式授權的人員、承辦商及工人，不論是否備有工具、裝備、機械或汽車，均獲保留權利可無論何時自由和不受限制地進出、返回和來回「該土地」或其任何部分，以檢查、鋪設、維修、保養及翻新任何或所有經過或通過「渠務保留範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，及以進行政府、「署長」、其人員、承辦商及工人規定或授權的任何其他為檢查、鋪設、維修、保養及翻新任何或所有前述排水渠、污水渠、排水設施及所有其他服務（下稱「公用事業設施」）而必須的工程。
- (d) 一旦為行使「該租契」條款第3.27(c)條賦予的權利必須拆卸或移除「渠務保留範圍合併構築物」或其任何部分（「污水泵房」及「水務設施」除外），「承租人」須自費（如「署長」如此要求），以各方面均令「署長」滿意的方式在「署長」規定的時限內進行上述拆卸或移除工程。假如「承租人」忽略或沒有在「署長」要求的限期內進行上述拆卸或移除工程，「署長」可立即執行及進行上述拆卸或移除工程而「承租人」須按要求向「署長」支付該等工程的費用。除非事先得到「署長」書面同意，否則不得將任何「渠務保留範圍合併構築物」恢復原狀，或於「渠務保留範圍」內建立或建造一個或多個新構築物，以取替「渠務保留範圍合併構築物」或任何一個或多個「渠務保留範圍合併構築物」或其中任何部分，惟一旦「署長」書面同意：
- (i) 有關的恢復原狀或建造或建立一個或多個新構築物以作取替，該恢復原狀及建造或建立的開支須由「承租人」支付；及
- (ii) 建造或建立中而用以作取替的一個或多個新構築物，每個取替物一旦建立或建造須（就「該租契」條款第3.27條而言）被視為其中一個「渠務保留範圍合併構築物」。

- (b) Except for the DRA Combined Structures, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in Clause No.3.27(c) of the said lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.
- (c) There is reserved unto the Government and the Director, its or their duly authorized officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the said land or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as "the Utilities") which the Government, the Director, its or their officers, contractors and workmen may require or authorize.
- (d) In the event that the demolition or removal of the DRA Combined Structures or any part thereof (except the SPS and the Waterworks Installation) is necessary for the purpose of exercising the rights conferred under Clause No. 3.27(c) of the said lease, the Lessee shall at its own expense if so required by the Director carry out within such time limit as may be imposed by the Director and in all respects to his satisfaction such demolition or removal works. If the Lessee neglects or fails to carry out the aforesaid demolition or removal works within such time as required by the Director, the Director may forthwith execute and carry out the demolition or removal works and the Lessee shall on demand pay to the Director the cost thereof. Except with the prior written consent of the Director, none of the DRA Combined Structures may be reinstated or a new structure or structures erected or constructed within the Drainage Reserve Area in substitution for the DRA Combined Structures or any of them or any part of them but in the event of the Director consenting in writing to
- (i) reinstatement or construction or erection of a new structure or structures in substitution, the reinstatement and construction or erection shall be at the expense of the Lessee; and
- (ii) a new structure or structures being erected or constructed in substitution, each substitute once erected or constructed shall (for the purpose of Clause No. 3.27 of the said lease) be deemed to be one of the DRA Combined Structures.

- (e) 政府、「署長」、其人員、承辦商及工人不會為「承租人」因政府、「署長」、其人員、承辦商或工人行使「該租契」條款第3.27(b)款、(c)款及(d)款所賦予的權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」除了就關於行使上述權利及權力而作的任何挖坑的恢復原狀提出申索外，不可就任何該等損失、損害、滋擾或干擾向上述人士或人等提出申索。

15 「該租契」條款第3.28條訂明：

- (a) 除非事先得到「署長」書面同意，否則不得於「該租契」附圖以粉紅色加黑斜線加黑圓圈、粉紅色加黑斜線加黑點加黑圓圈、粉紅色加黑點加黑圓圈及粉紅色加黑圓圈顯示的範圍之上、上面、下面、以上、以下或之內（下稱「水務保留範圍」）建立、建造或放置任何建築物、構築物或任何建築物或構築物的支撐物件，惟下列除外：
- (i) 根據「該租契」條款第3.19(a)條建立、建造或提供或擬建立、擬建造或擬提供的「污水泵房」，以及擬建立、擬建造或擬放置於「水務保留範圍」之上、上面、下面、以上、以下或之內的兩個供栽種用的花槽圍邊、三個邊界牆/圍欄及一個供泊車用途的遮蔽處（以下統稱為「水務保留範圍構築物」）；及
- (ii) 位於「該租契」附圖以粉紅色加黑斜線加黑點加黑圓圈及粉紅色加黑點加黑圓圈顯示的「水務保留範圍」的該等部分的該等「渠務保留範圍構築物」及「公用事業設施」（以下統稱為「水務保留範圍內的渠務保留範圍構築物及公用事業設施」）。
- 「水務保留範圍構築物」及「水務保留範圍內的渠務保留範圍構築物及公用事業設施」以下統稱為「水務保留範圍合併構築物」。
- (b) 除「水務保留範圍合併構築物」外，任何可能會阻塞「該租契」條款第3.28(c)條所述的「水務設施」或引致「水務設施」超出荷載的物件或物料，不論性質為何，均不得放置於「水務保留範圍」內。倘若「署長」認為（其意見為最終意見，並對「承租人」具約束力）「水務保留範圍」內有物件或物料可能會阻塞「水務設施」或引致「水務設施」超出荷載，「署長」有權以書面通知要求「承租人」以各方面均令「署長」滿意的方式自費拆卸或移除該等物件或物料，並恢復「水務保留範圍」的原狀。假如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求，或情況緊急，「署長」可進行其認為必須的移除、拆卸及恢復原狀工程，而「承租人」須按要求向政府支付該等工程的費用。

- (e) The Government, the Director, its or their officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (b), (c) and (d) of Clause No. 3.27 of the said lease and no claim whatsoever shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

15 Clause No. 3.28 of the said lease stipulates that:

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area shown coloured pink hatched black circled black, pink hatched black stippled black circled black, pink stippled black circled black and pink circled black on the plan annexed to the said lease (hereinafter referred to as "the Waterworks Reserve Area") other than:
- (i) the SPS erected or constructed or provided or to be erected or constructed or provided in accordance Clause No. 3.19(a) of the said lease, two planter curbs for planting, three boundary walls/fencing and a shelter for carparking to be erected or constructed or placed on, over, under, above, below or within the Waterworks Reserve Area (hereinafter collectively referred to as "the WRA Structures"); and
- (ii) those of the DRA Structures and the Utilities which are within those portions of the Waterworks Reserve Area shown coloured pink hatched black stippled black circled black and pink stippled black circled black on the plan annexed to the said lease (hereinafter collectively referred to as "the DRA Structures and the Utilities within the Waterworks Reserve Area").
- The WRA Structures and the DRA Structures and the Utilities within the Waterworks Reserve Area are hereinafter collectively referred to as "the WRA Combined Structures".
- (b) Except for the WRA Combined Structures, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Waterworks Installation (referred to in Clause No. 3.28(c) of the said lease) shall be placed within the Waterworks Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Waterworks Reserve Area which may obstruct access or cause excessive surcharge to the Waterworks Installation, the Director shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Waterworks Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

- (c) 政府、「署長」及水務監督、獲其正式授權的人員、承辦商、獲許可人及工人（不論由水務監督或政府或「署長」或獲其正式授權的承辦商或獲許可人聘用），不論是否備有工具、裝備、機械或汽車，均獲保留權利可自由和不受限制地進出、返回和隨時來回及通過「該土地」或其任何部分，以檢查、鋪設、安裝、操作、保養、維修及翻新任何或所有經過或通過「水務保留範圍」或其下面的政府水管、水掣、水掣井或閥室及與政府水管相關的類似和所有其他服務（下稱「水務設施」）。
- (d) 一旦為行使「該租契」條款第3.28(c)條賦予的權利必須拆卸或移除「水務保留範圍合併構築物」或其任何部分（「污水泵房」及「公用事業設施」除外），「承租人」須應水務監督或「署長」的要求以令水務監督或「署長」滿意的方式自費在水務監督或「署長」規定的時限內進行上述拆卸或移除工程。假如「承租人」忽略或沒有在水務監督或「署長」規定的限期內進行上述拆卸或移除工程，水務監督或「署長」可立即執行及進行上述拆卸或移除工程而「承租人」須按要求向水務監督或「署長」支付該等工程的費用。除非事先得到「署長」書面同意，否則不得將任何「水務保留範圍合併構築物」恢復原狀，或於「水務保留範圍」內建立或建造一個或多個新構築物，以代替「水務保留範圍合併構築物」或任何一個或多個「水務保留範圍合併構築物」或其中任何部分，但一旦「署長」書面同意：
 - (i) 有關的恢復原狀或建造或建立一個或多個新構築物以作取替，該恢復原狀及建造或建立的開支須由「承租人」支付；及
 - (ii) 建造或建立中而用以作取替的一個或多個新構築物，每個構築物一旦建造或建立須（就「該租契」條款第3.28條而言）被視為其中一個「水務保留範圍合併構築物」。
- (e) 政府、「署長」、水務監督及「該租契」條款第3.28條(b)款、(c)款及(d)款所指的其中任何類別的人士，不會就政府、「署長」、水務監督及「該租契」條款第3.28條(b)款、(c)款及(d)款所指的其中任何類別的人士行使「該租契」條款第3.28(b)款、(c)款及(d)款賦予的權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾，對「承租人」負上任何責任。「承租人」亦不得就任何該等損失、損害、滋擾或干擾，向上述人士或人等提出申索。
- (f) 除非事先得到「署長」書面同意，否則禁止於「水務保留範圍」植樹及進行地盤平整工程。

- (c) There is reserved unto the Government, the Director and the Water Authority, its or their duly authorized officers, contractors, licensees, workmen whether employed by the Water Authority or Government or the Director or by their duly authorized contractors or licensees, whether with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress and at all times to, from and through the said land or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains and all other services (hereinafter referred to as "the Waterworks Installation") running across, through or under the Waterworks Reserve Area.
- (d) In the event that the demolition or removal of the WRA Combined Structures or any part thereof (except the SPS and the Utilities) is necessary for the purpose of exercising the rights conferred under Clause No. 3.28(c) of the said lease, the Lessee shall at its own expense if so required by the Water Authority or the Director carry out within such time limit as may be imposed by the Water Authority or the Director and in all respects to the satisfaction of the Water Authority or the Director such demolition or removal works. If the Lessee neglects or fails to carry out the aforesaid demolition or removal works within such time as required by the Water Authority or the Director, the Water Authority or the Director may forthwith execute and carry out the demolition or removal works and the Lessee shall on demand pay to the Water Authority or the Director the cost thereof. Except with the prior written consent of the Director, none of the WRA Combined Structures may be reinstated or a new structure or structures erected or constructed within the Waterworks Reserve Area in substitution for the WRA Combined Structures or any of them or any part of them but in the event of the Director consenting in writing to
 - (i) reinstatement or construction or erection of a new structure or structures in substitution, the reinstatement and construction or erection shall be at the expense of the Lessee; and
 - (ii) a new structure or structures being erected or constructed in substitution, each substitute once erected or constructed shall (for the purpose of Clause No. 3.28 of the said lease) be deemed to be one of the WRA Combined Structures.
- (e) The Government, the Director, the Water Authority and any of the classes of persons referred to in sub-clauses (b), (c) and (d) of Clause No. 3.28 of the said lease shall have no liability whatsoever to the Lessee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (b), (c) and (d) of Clause No. 3.28 of the said lease and no claim whatsoever shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (f) Except with the prior written consent of the Director, tree planting and site formation shall be prohibited at the Waterworks Reserve Area.

16 「該租契」條款第4.2條訂明：

「承租人」須就任何違反「該租契」的條款和契諾所引致或任何「署長」認為（其意見為最終決定並對「承租人」具約束力）因「該土地」的使用、「該土地」或其任何部分的建設或重建、在「該土地」進行的任何活動或「承租人」在「該土地」進行的任何其他工程（不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾）而對任何相鄰或毗連土地或「該土地」造成的任何損壞或土壤和地下水污染所引致的一切法律行動、訴訟、責任、要求、費用、開支、損失（不論財務或其他）及索償（不論任何及如何引致）在此對政府作出彌償，並使政府持續得到彌償。

17 「該租契」條款第4.3條訂明：

不得於「該土地」豎立或建造墳墓或骨灰龕，亦不得於「該土地」安葬或存放任何人類骸骨或動物骸骨，而不論該骸骨是否存放在陶罐或骨灰甕內。

18 「該租契」條款第4.4條訂明：

- (a) 在「該土地」的發展項目建造完成之前，「承租人」須自費及以令「署長」在各方面滿意的方式在「該土地」已建或擬建的建築物於「該租契」附圖上標示為P點及Q點之間的外圍及於「署長」可要求或批准之高度建造、提供及其後保養一個行人天橋接駁位（下稱「行人天橋接駁位」，該詞亦包括「署長」可批准或要求在「行人天橋接駁位」的任何修訂、改動、增補、更新或替換），以在上述P點及Q點之間接駁一條「該租契」條款第4.4(b)條提及的「擬建行人天橋」。「行人天橋接駁位」須以「署長」可要求或批准之高度、水平、闊度、位置、材料、設計、規範及標準建造及提供，且未事先經「署長」書面批准，「行人天橋接駁位」不得有任何改動、修訂、增補、替換或更新。
- (b) 政府獲保留權利免除所有費用或繳費於「該租契」附圖上標示為P點及Q點之間的「行人天橋接駁位」享有支撐及接駁一條擬建行人天橋（包括任何「署長」可要求或批准該擬建行人天橋之改動、更新或替換）（下稱「擬建行人天橋」），以通過「擬建行人天橋」連接「行人天橋接駁位」至一個建造於「該土地」相鄰或毗連的政府土地的擬建升降機塔（包括任何「署長」可要求或批准的任何改動、更新或替換）（下稱「擬建升降機塔」），惟「承租人」沒有責任去承受「擬建升降機塔」之荷載量。

16 Clause No. 4.2 of the said lease stipulates that:

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

17 Clause No. 4.3 of the said lease stipulates that:

No grave or columbarium shall be erected or made on the said land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

18 Clause No. 4.4 of the said lease stipulates that:

- (a) Prior to completion of the development of the said land, the Lessee shall at its own expense and in all respects to the satisfaction of the Director construct, provide and thereafter maintain at and from the perimeters of the building or buildings erected or to be erected on the said land between the points P and Q shown and marked on the plan annexed to the said lease and at such level as the Director may require or approve a footbridge connection (hereinafter referred to as "the Footbridge Connection" which expression shall include any amendments, alterations, additions, renewal or replacements thereto or thereof as may be approved or required by the Director) to receive between the said points P and Q the Proposed Footbridge referred to in Clause No. 4.4(b) of the said lease. The Footbridge Connection shall be constructed and provided at or with such height, levels, width and positions, with such materials and of such design, specifications and standards as the Director may require or approve and no alteration, amendment, addition, replacement or renewal to or of the Footbridge Connection shall be made except with the prior written approval of the Director.
- (b) There is reserved unto the Government free of all costs and charges the right of support and the right to connect a proposed footbridge (including any alteration thereto or any renewal or replacement thereof as the Director may require or approve) (hereinafter referred to as "the Proposed Footbridge") to the Footbridge Connection at a location between the points P and Q shown and marked on the plan annexed to the said lease so as to link up the Footbridge Connection with a proposed lift tower (including any alteration thereto or any renewal or replacement thereof as the Director may require or approve), which may be constructed on the Government land adjacent to or adjoining the said land (hereinafter referred to as "the Proposed Lift Tower") via the Proposed Footbridge provided that the Lessee shall not be under any responsibility to accept the loading of the Proposed Lift Tower.

- (c) 政府及「署長」、其人員、代理人、承辦商、工人及其他獲正式授權的人士均獲保留自由及不受干擾的權利在所有合理時間，不論是否攜同工具、裝備、機械或汽車進出穿越「該土地」或其任何部分及「該土地」上已建或擬建的任何建築物或其任何部分之內、下面、之上或上面，以建造、視察、管理、保養、維修、更新、改動、清潔、拆卸及替換「擬建行人天橋」及接駁「擬建行人天橋」至「行人天橋接駁位」。
- (d) 政府、「署長」、其人員、代理人、承辦商、工人或其他獲正式授權的人士不會就其行使「該租契」條款第4.4(b)及(c)條賦予之權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾，對「承租人」負上任何責任。而「承租人」亦不得就任何該等損失、損害、滋擾或干擾向上述人士提出任何申索。
- (e) (i) 當「行人天橋接駁位」接駁至「擬建行人天橋」完成後（「署長」就其有最終決定權及對「承租人」具約束力）及於「該租契」的整個批租期內，「承租人」須維持「行人天橋接駁位」全日24小時開放以供所有公眾人士就所有合法目的免費及不受任何干擾地自由步行通過以從「擬建升降機塔」及「擬建行人天橋」經過「該土地」及「該土地」上已建或擬建之建築物到達面向「該租契」附圖上標示為A點及G點並與「該土地」相鄰或毗連的政府土地（下稱「毗連政府土地」）的地面，反之亦然。
 - (ii) 「承租人」須容許所有公眾人士全日24小時就所有合法目的無須任何形式的付款不受干擾地步行或以輪椅進入、通過及再通過「該土地」或「該土地」已建或擬建之建築物的部分，以從「擬建升降機塔」的地面經過「該土地」到達「毗連政府土地」的地面，反之亦然。
 - (iii) 就「該租契」條款第4.4(e)條而言，「署長」就何謂「毗連政府土地」的地面及「擬建升降機塔」的地面作出的決定為最終決定，並對「承租人」具約束力。
- (f) 「承租人」須於「該租契」的整個批租期內自費管理及維持「行人天橋接駁位」在良好和修繕妥當的狀況，以令「署長」在各方面滿意。
- (g) 除非事先得到「署長」的書面同意，否則除用作所有公眾人士的通道用途以外，「行人天橋接駁位」不得用作任何其他用途。

- (c) There is reserved unto the Government and the Director, its or their officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, machinery or motor vehicles the free and uninterrupted right at all reasonable times to enter into, upon and through the said land or any part thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected on the said land for the purposes of constructing, inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection.
- (d) The Government, the Director, its or their officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (b) and (c) of Clause No. 4.4 of the said lease, and no claim whatsoever shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (e) (i) The Lessee shall upon completion of the connection of the Footbridge Connection to the Proposed Footbridge (as to which the decision of the Director shall be final and binding on the Lessee) and thereafter throughout the term of the said lease keep the Footbridge Connection open for use for free passage on foot by all members of the public 24 hours a day for all lawful purposes free of charge and without any interruption for gaining access from the Proposed Lift Tower and the Proposed Footbridge to the ground level of the Government land adjacent to or adjoining the said land facing the points A and G shown and marked on the plan annexed to the said lease (hereinafter referred to "the Adjoining Government Land") and vice versa via the said land and the building or buildings erected or to be erected on the said land.
 - (ii) The Lessee shall permit all members of the public 24 hours a day for all lawful purposes and without payment of any nature whatsoever to enter upon and pass and repass on foot or by wheelchair without interruption through such part or parts of the said land or the building or buildings erected or to be erected thereon for the purposes of gaining access from the ground floor level of the Proposed Lift Tower to the ground level of the Adjoining Government Land and vice versa via the said land.
 - (iii) For the purpose of Clause No. 4.4(e) of the said lease, the decision of the Director as to what constitutes the ground level of the Adjoining Government Land and the ground level of the Proposed Lift Tower shall be final and binding on the Lessee.
- (f) The Lessee shall throughout the term of the said lease at its own expense manage and maintain in good and substantial repair and condition the Footbridge Connection in all respects to the satisfaction of the Director.
- (g) Except with the prior written consent of the Director, the Footbridge Connection shall not be used for any purpose other than for the passage of all members of the public.

- (h) 「承租人」不得作出或允許或容受他人在「行人天橋接駁位」作出任何會對任何相鄰或鄰近土地或處所之任何業主或佔用人構成滋擾或煩擾或造成不便或損害的行為。
- (i) 「承租人」須就所有因「承租人」、其受僱人、工人及承辦商的與「行人天橋接駁位」的建造、提供、管理、維修、保養及其他與「行人天橋接駁位」有關的工程的任何作為或不作為而引起或附帶引起，或其他因「行人天橋接駁位」（包括其狀態及條件）引起的或與之有關連的所有責任及所有任何性質的法律行動、訴訟、費用、申索、支出、損失、損害、收費及索求對政府、其人員、代理人、承辦商、工人或其他獲正式授權的人士作出彌償，並使其持續得到彌償。
- (j) 若「承租人」未能履行「該租契」條款第4.4(a)及(f)條之責任，政府可進行所需之工程，費用由「承租人」支付，就此「承租人」須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由「署長」釐定，此決定為最終決定並對「承租人」具約束力。政府、「署長」、其人員、代理人、承辦商、工人或其他獲正式授權的人士可有自由及不受限制的權利於任何合理時間，不論是否攜同工具、裝備、機械或汽車進入「該土地」或其任何部分及「該土地」上已建或擬建的建築物，以進行上述工程。就任何因政府、「署長」、其人員、代理人、承辦商、工人或其他獲正式授權的人士為行使「該租契」條款第4.4(j)條賦予之權利而導致或與之有關的任何對「承租人」所造成或「承租人」所蒙受的損失、損害、滋擾或干擾，政府、「署長」、其人員、代理人、承辦商、工人或其他獲正式授權的人士概不承擔任何責任，且「承租人」不得就該等損失、損害、滋擾或干擾，向上述人士或人等提出任何申索。
- (k) 為免生疑問，「承租人」確認及同意，政府不曾根據本契諾保證「擬建行人天橋」或「擬建升降機塔」會在將來興建，而若「擬建行人天橋」或「擬建升降機塔」並未有於將來興建，政府不會就不論如何因此而起或與之有關連或為其後果的任何損失或損害負上任何責任。
- (l) 現明文協議、聲明及題述，儘管「承租人」須承擔「該租契」條款第4.4(e)條訂明的責任，「承租人」並無意而政府亦未同意將「行人天橋接駁位」或其任何部分或「該土地」任何部分撥供公眾作通道用途。

- (h) The Lessee shall not do or permit or suffer to be done in the Footbridge Connection anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any owner or occupier of any adjacent or neighbouring land or lands or premises.
- (i) The Lessee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Lessee, its servants, workmen and contractors in connection with the construction, provision, management, repair, maintenance and other works in respect of the Footbridge Connection or otherwise arising out of or in connection with the Footbridge Connection (including the state and condition thereof).
- (j) In the event of the non-fulfilment of any of the Lessee's obligations under sub-clauses (a) and (f) of Clause No.4.4 of the said lease, the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the costs thereof. Such sum shall be determined by the Director whose determination shall be final and binding on the Lessee. For the purpose of carrying out the works aforesaid, the Government, the Director, its or their officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, machinery or motor vehicles, shall have the free and uninterrupted right at all reasonable times to enter into the said land or any part thereof and any building or buildings erected or to be erected thereon. The Government, the Director, its or their officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under Clause No. 4.4(j) of the said lease, and no claim whatsoever shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (k) For the avoidance of doubt, the Lessee hereby acknowledges and agrees that the Government in no way warrants under this covenant that the Proposed Footbridge or the Proposed Lift Tower will be constructed in future and if the Proposed Footbridge or the Proposed Lift Tower will not be constructed in future the Government shall be under no liability whatsoever to the Lessee in respect of any loss or damage howsoever arising by reason thereof or in connection therewith or as a consequence thereof.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Lessee contained in Clause No. 4.4(e) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Footbridge Connection or any part thereof or part of the said land to the public for the right of passage.

- (m) 現明文協議及聲明「承租人」在「該租契」條款第4.4(e)條的義務將不會引起對任何就額外上蓋面積及地積比率（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）的優惠或權利產生期望，亦不會引起為或就上述優惠或權利的申索。為免生疑問，「承租人」明文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優惠或權利的申索。
- (n) 就「該租契」條款第4.4(a)、(f)、(i)及(j)條而言，「承租人」並不包括「財政司司長法團」。

19 「該租契」條款第5.5條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該土地」或其任何部分或其上面或之上或下面或之內的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲其正式授權的人士均獲保留權利自由進出、返回和來回「該土地」或其任何部分，以檢查、保養、維修及翻新「該租契」條款第5.5(a)條所指所有及任何通過或經過「該土地」或其任何部分或其上面或之上或下面或之內的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲其正式授權的人士行使「該租契」條款第5.5(b)條所賦予的權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失，損害，滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失，損害，滋擾或干擾向政府提出申索。

- (m) It is expressly agreed and declared that the obligation on the part of the Lessee contained in Clause No. 4.4(e) of the said lease 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. For the avoidance of doubt, the Lessee 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.
- (n) For the purposes of sub-clauses (a), (f), (i) and (j) of Clause No. 4.4 of the said lease, the expression "Lessee" shall exclude FSI.

19 Clause No. 5.5 of the said lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the said land or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.5(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 5.5(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.5(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

20 「該租契」條款第5.7條訂明：

除非事先得到「署長」的書面同意，否則「承租人」不得進行或准許或容許他人進行任何與已建或擬建於「該土地」的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何樓板或天台樓板或任何間隔結構，致使該單位內部連結於及可通往建於或擬建於「該土地」的任何毗連或相鄰住宅單位。至於何謂使一個單位內部連結於及可通往任何毗連或相鄰住宅單位的工程，「署長」的決定為最終決定，並對「承租人」具約束力。

(c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.5(a) of the said lease, all to be done to the satisfaction of the Director.

20 Clause No. 5.7 of the said lease stipulates that:

Except with the prior written consent of the Director, the Lessee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on the said land, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on the said land. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Lessee.