

# 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.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		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座 Block 1	1樓-39樓 1/F - 39/F	2	35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		3, 12	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		4, 13	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 14	17.1 (184) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6, 15	35.5 (382) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7, 16	41.8 (450) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8	26.7 (287) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註：上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		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座 Block 1	1樓-39樓 1/F-39/F	9, 10	26.1 (281) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		11	36.0 (388) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		17	26.3 (283) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	1樓-5樓 1/F-5/F	1	41.7 (449) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		18	41.9 (451) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	6樓-39樓 6/F-39/F	1	41.6 (448) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		18	41.8 (450) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		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
2座 Block 2	1樓-36樓 1/F - 36/F	2	35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		3, 12	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		4, 13	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		5	17.4 (187) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		6	35.6 (383) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		7, 16	41.8 (450) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		8	26.7 (287) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註：上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		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	
2座 Block 2	1樓-36樓 1/F - 36/F	9, 10	26.1 (281) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		11	36.0 (388) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		14	17.1 (184) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		15	35.5 (382) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		17	26.3 (283) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		18	41.8 (450) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
	1樓-5樓 1/F - 5/F	1	41.7 (449) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
	6樓-36樓 6/F - 36/F	1	41.6 (448) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		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	
3座 Block 3	1樓-36樓 1/F - 36/F	4, 15	35.2 (379) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		5, 16	17.1 (184) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	36.0 (388) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8, 11	26.7 (287) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		9, 10	26.1 (281) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		12	35.9 (386) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		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
3座 Block 3	1樓-36樓 1/F-36/F	13	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		14	34.9 (376) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	1樓-34樓 1/F-34/F	1	41.2 (443) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		2, 3	34.9 (376) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	35樓-36樓 35/F-36/F	3	35.6 (383) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		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	
4座 Block 4	1樓-39樓 1/F - 39/F	3	34.9 (376) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		4, 15	35.2 (379) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 16	17.1 (184) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	36.0 (388) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8, 11	26.7 (287) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		9, 10	26.1 (281) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

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.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		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
4座 Block 4	1樓-39樓 1/F-39/F	12	35.9 (386) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		13	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		14	34.9 (376) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	1樓-38樓 1/F-38/F	1	41.2 (443) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		2	34.9 (376) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	39樓 39/F	2	35.1 (378) 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。

The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

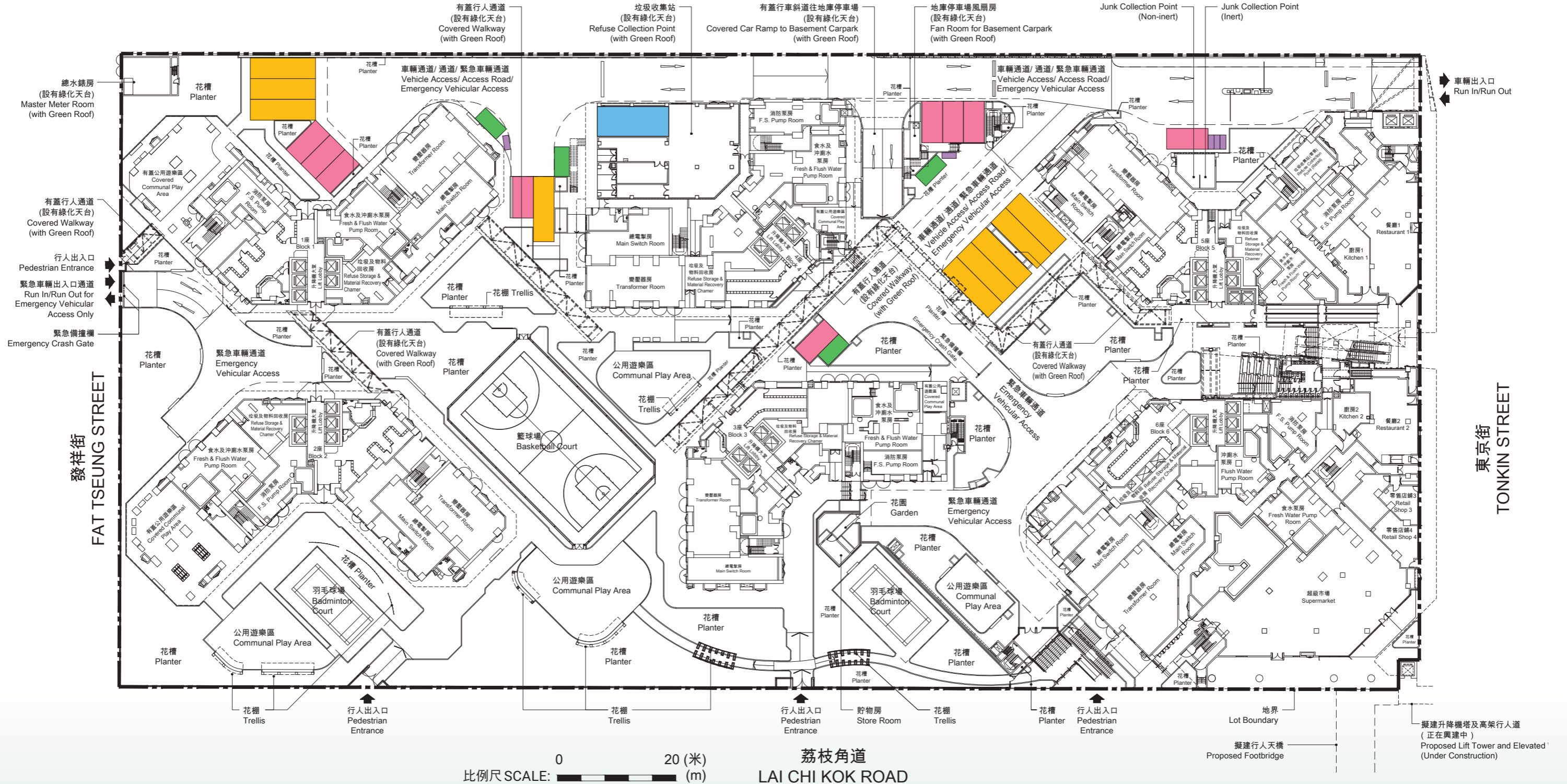


# 13 發展項目中的停車位的樓面平面圖






## Floor Plan of Parking Spaces in the Development

### 地下停車位平面圖

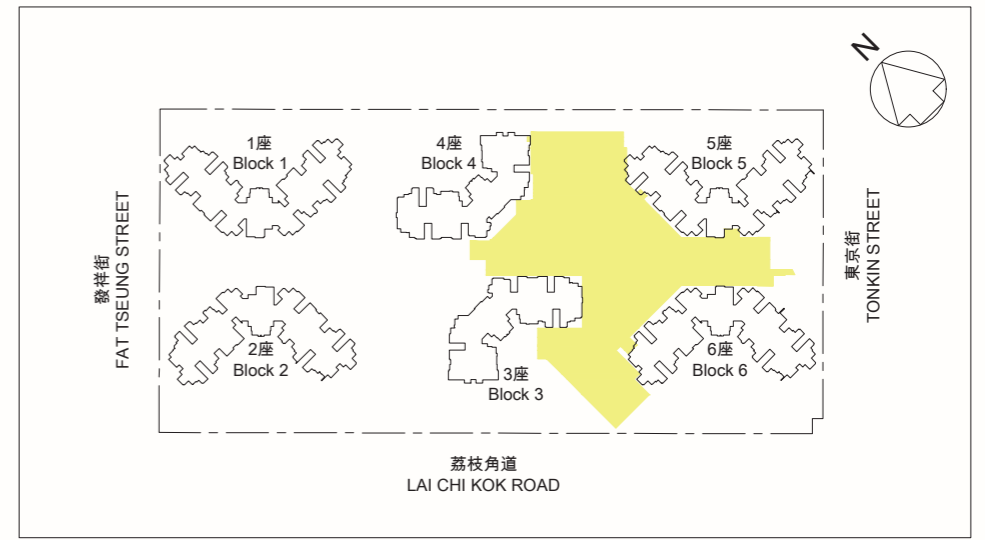
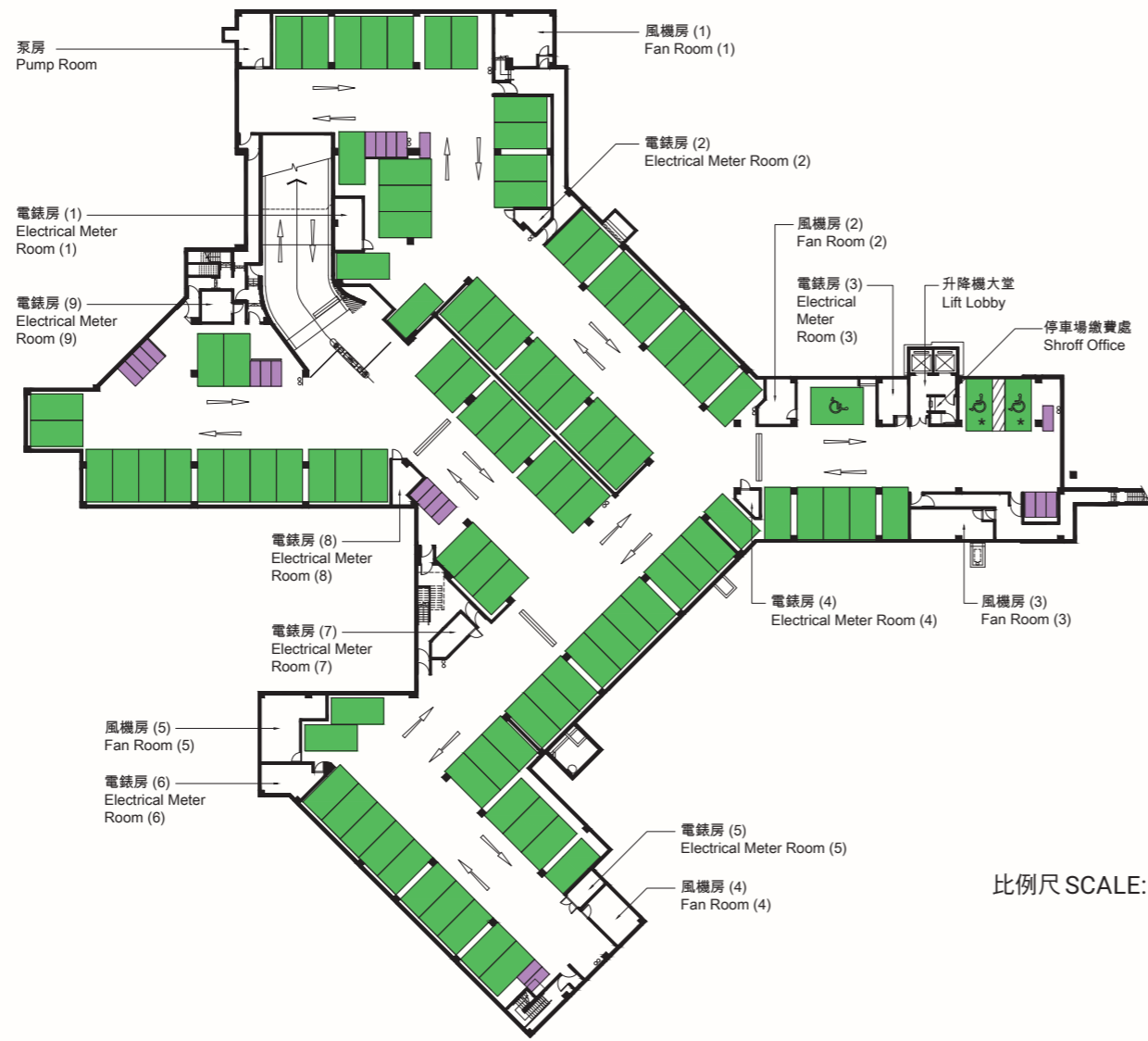
### Floor Plan of Parking Spaces on Ground Floor



圖例 NOTATION

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 (L x W)(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 Spaces	4	5.0 X 2.5	12.50
 露天電單車停車位 Open Motorcycle Parking Spaces	5	2.4 X 1.0	2.40
 露天輕型客貨車停車位 Open Light Goods Vehicle Parking Spaces	9	7 X 3.5	24.50
 露天上落客貨停車位 Open Loading/Unloading Bays	9	11.0 X 3.5	38.50
 有蓋垃圾收集車停車位 Covered Refuse Collection Vehicle Parking Space	1	12.0 X 5.0	60.00





地庫停車位平面圖  
 Floor Plan of Parking Spaces in the Basement



指示圖 KEY PLAN



圖例 NOTATION

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 (L x W)(m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 有蓋汽車停車位 Covered Car Parking Spaces	96	5.0 X 2.5	12.50
 有蓋電單車停車位 Covered Motorcycle Parking Spaces	22	2.4 X 1.0	2.40
 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
 有蓋汽車停車位(暢通易達停車位) Covered Car Parking Spaces (Accessible Parking Spaces)	2	5.0 X 2.5	12.50

# 14 臨時買賣合約的摘要

## Summary of Preliminary Agreement for Sale and Purchase

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「公契」或「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，包括但不限於公共遊樂區(1至4座)、屋苑管理處1及2(1座)、屋苑管理處(技工)(2座)、屋苑管理處(潔淨)(2座)、屋苑管理處3(2座)、儲物室(2及3座)、業主立案法團辦事處(3座)、消防及街道消防栓上水泵房(3座)、街道消防栓水缸(3座)、垃圾收集站(不包括廢物收集站(鋪位))(4座)、屋苑管理處(保安)(4座)、消防固定及中途泵房及花灑上水泵(4座)、花灑控制閥房(4座)、為垃圾收集站而設的花灑水缸(4座)、儲物室(3座外面)、有蓋行人通道(住宅)包括其上蓋、花棚、總水錶房(1座外面)、橫向綠化地帶、垂直綠化地帶、車輛通道及緊急車輛通道、籃球場、羽毛球場、花槽、管道、該等項目、排煙口、柵欄、樓梯、綠化天台(可到達的)、綠化天台(不可到達的)、「該租契」條款第3.17(a)條所指的露天空間(不包括那些構成「住宅大廈公用地方與設施」的部分)、「該租契」條款第3.17(b)條所指的園景區(不包括那些構成「住宅大廈公用地方與設施」的部分)、儲物室天面/上蓋、有蓋行人通道天面/上蓋、總錶房天面/上蓋、垃圾收集站天面/上蓋、斜路/坡道往地庫之天面/上蓋、2樓簷篷遮蓋範圍、台階式花槽、接駁樓梯(公契第11(a)條所指的)，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」所夾附圖則以(i)橙色、(ii)橙色加黑斜線、(iii)橙色加黑交

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 as such terms are used in the Deed of Mutual Covenant ("DMC"). Please refer to the DMC.

### 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 Blocks 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 the DMC or Sub-DMC (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 Communal Play Area (Block 1-4), Estate Management Office 1 & 2 (Block 1), Estate Management Office (Artisan) (Block 2), Estate Management Office (Cleansing) (Block 2), Estate Management Office 3 (Block 2), Store Room (Block 2 & 3), Owners' Corporation Office (Block 3), Fire Service & Street Fire Hydrant Water Upfeed Pump Room (Block 3), Street Fire Hydrant Water Tank (Block 3), Refuse Collection Point (exclude Junk Collection Point (Shop)) (Block 4), Estate Management Office (Security) (Block 4), Fire Service Fixed & Booster Pump Room and Sprinkler Water Upfeed Pump (Block 4), Sprinkler Control Valve Room (Block 4), Sprinkler Water Tank for Refuse Collection Point (Block 4), Store Room (Outside Block 3), Covered Walkway (Domestic) including its roof, Trellis, Master Water Meter Room (Outside Block 1), Horizontal Greenery Areas, Vertical Greenery Areas, Driveway and Emergency Vehicular Access, Basketball Court, Badminton Court, Planter, Pipe Duct, the Items, smoke vent, drop gate, staircases, Green Roofs (Accessible), Green Roofs (Inaccessible), open spaces referred to in Clause 3.17(a) of the said lease (other than those forming part of the Residential Blocks Common Areas and Facilities), landscaped areas referred to in Clause 3.17(b) of the said lease (other than those forming part of the Residential Blocks Common Areas and Facilities), roof of store room, roofs of covered walkway, roof of the Master Meter Room, roof of Refuse Collection Point, roof of car ramp to Basement, areas covered by canopies at 2/F, stepped planters, Connecting Staircases (as referred to in Clause 11(a) of this Deed) 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, (iv) orange stippled black and (v) by pecked blue

叉斜線、(iv) 橙色加黑點及(v) 藍色虛線顯示(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、系統、裝置及設施,並且香港房屋委員會(下稱「房委會」)可隨時按照副公契(如有)之條款指定為「屋苑公用地方與設施」,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「住宅大廈」的上落客貨停車位(為1至4座而設)、變壓器房(1至4座)、總電掣房(1至4座)、垃圾及物料回收房(1至4座)、電錶房(1至4座)、電訊及廣播設備室(1至4座)、消防固定及中途泵房(1至3座)、水錶櫃(1至4座)、淡水及沖廁水泵房(1至4座)、消防入水掣(1至4座)、消防喉轆(1至4座)、管道槽(1至4座)、保安員櫃枱及洗手間(1至4座)、郵件分發房(1至4座)、花槽(1至4座)、簷篷(1至4座)、管道槽罩屋(1至4座)、電訊及特低壓機房(1至4座)、電掣房(1至4座)、垃圾及物料回收房(1至4座)、儲物室(1至4座)、升降機槽(1至4座)、升降機大堂(1至4座)、走廊(1至4座)、樓梯(1至4座)、食水增壓泵房(1至4座)、電纜管道(1至4座)、通風管道房(1至4座)、消防水缸(1至4座)、沖廁水水缸(1至4座)、升降機機房(1至4座)、食水水缸(1至4座)、應急發電機房(1至4座)、平台(1至4座)、「該租契」條款第3.17(a)條所指的露天空間(不包括那些構成「屋苑公用地方與設施」的部分)、「該租契」條款第3.17(b)條所指的園景區(不包括那些構成「屋苑公用地方與設施」的部分)、隔聲簷、庇護區、天台、「住宅大廈」的外牆,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地方、系統、裝置與設施,即現於「公契」所夾附圖則以(i)啡色及(ii)啡色加黑交叉斜線顯示(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「公契」及任何副公契(如有)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」的任何部分內由個別「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」的任何部分內只為個別「業主」提供服務的設施。

line (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 Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks 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 Loading and Unloading Bay (for Block 1-4), Transformer Room (Block 1-4), Main Switch Room (Block 1-4), Refuse Storage and Material Recovery Chamber (Block 1-4), Elec. Meter Room (Block 1-4), Telecommunications and Broadcasting Equipment Room (Block 1-4), Fire Service Fixed & Booster Pump Room (Block 1-3), Water Meter Cabinet (Block 1-4), Fresh and Flush Water Pump Room (Block 1-4), Fire Service Inlet (Block 1-4), Hose Reel (Block 1-4), Pipe Duct (Block 1-4), Security Guard Counter & Toilet (Block 1-4), Mail Delivery Room (Block 1-4), Planter (Block 1-4), Canopy (Block 1-4), Pipe Duct Dog House (Block 1-4), Telecom & ELV Room (Block 1-4), Switch Room (Block 1-4), Refuse Storage and Material Recovery Room (Block 1-4), Store Room (Block 1-4), Lift Shaft (Block 1-4), Lift Lobby (Block 1-4), Corridor (Block 1-4), Staircase (Block 1-4), Fresh Water Booster Pump Room (Block 1-4), Cable Ducts (Block 1-4), Vent Duct Room (Block 1-4), Fire Service Water Tank (Block 1-4), Flush Water Tanks (Block 1-4), Lift Machine Room (Block 1-4), Fresh Water Tanks (Block 1-4), Emergency Generator Room (Block 1-4), Flat roof (Block 1-4), open spaces referred to in Clause 3.17(a) of the said lease (other than those forming part of the Estate Common Areas and Facilities), landscaped areas referred to in Clause 3.17(b) of the said lease (other than those forming part of the Estate Common Areas and Facilities), acoustic fins, refuge area(s), roof(s), the external walls of the Residential Blocks, and any other areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for the purpose of identification only, are shown coloured (i) brown and (ii) brown cross hatched black (insofar as such areas, systems, devices and facilities are identifiable) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the HA in accordance with the DMC and any Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities and such areas within any part of the Residential Blocks 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 any part of the Residential Blocks 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

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
1	1樓 – 39樓 1/F – 39/F	1, 7, 16	62 / 205,094
		2, 6, 15	53 / 205,094
		3, 4, 12, 13	63 / 205,094
		5, 14	26 / 205,094
		8	40 / 205,094
		9, 10, 17	39 / 205,094
		11	54 / 205,094
	1樓 – 5樓 1/F – 5/F	18	63 / 205,094
	6樓 – 39樓 6/F – 39/F	18	62 / 205,094
2	1樓 – 36樓 1/F – 36/F	1, 7, 16, 18	62 / 205,094
		2, 6, 15	53 / 205,094
		3, 4, 12, 13	63 / 205,094
		5, 14	26 / 205,094
		8	40 / 205,094
		9, 10, 17	39 / 205,094
		11	54 / 205,094
3	1樓 – 34樓 1/F – 34/F	1	62 / 205,094
		2, 3	52 / 205,094
	35樓 – 36樓 35/F – 36/F	3	53 / 205,094
	1樓 – 36樓 1/F – 36/F	4, 13, 15	53 / 205,094
		5, 16	26 / 205,094
		6	63 / 205,094
		7, 12	54 / 205,094
		8, 11	40 / 205,094
		9, 10	39 / 205,094
14	52 / 205,094		



座數 Block	樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
4	1樓 – 38樓 1/F – 38/F	1	62 / 205,094
		2, 3, 14	52 / 205,094
	1樓 – 39樓 1/F – 39/F	4, 13, 15	53 / 205,094
		5, 16	26 / 205,094
		6	63 / 205,094
		7, 12	54 / 205,094
		8, 11	40 / 205,094
		9, 10	39 / 205,094

### 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、條件和但書另有規定，「房委會」須負責「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」的條文終止為止。

### 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」按照「公契」條文制訂的周年財政預算訂定。

### 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) and the covenants, conditions and provisos of the said lease, 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) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

(2) The number of Management Shares allocated to each residential property in the Development is as follows:

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
1	1樓 – 39樓 1/F – 39/F	1, 7, 16	62 / 205,084
		2, 6, 15	53 / 205,084
		3, 4, 12, 13	63 / 205,084
		5, 14	26 / 205,084
		8	40 / 205,084
		9, 10, 17	39 / 205,084
		11	54 / 205,084
	1樓 – 5樓 1/F – 5/F	18	63 / 205,084
	6樓 – 39樓 6/F – 39/F	18	62 / 205,084
2	1樓 – 36樓 1/F – 36/F	1, 7, 16, 18	62 / 205,084
		2, 6, 15	53 / 205,084
		3, 4, 12, 13	63 / 205,084
		5, 14	26 / 205,084
		8	40 / 205,084
		9, 10, 17	39 / 205,084
		11	54 / 205,084
3	1樓 – 34樓 1/F – 34/F	1	62 / 205,084
		2, 3	52 / 205,084
	35樓 – 36樓 35/F – 36/F	3	53 / 205,084
	1樓 – 36樓 1/F – 36/F	4, 13, 15	53 / 205,084
		5, 16	26 / 205,084
		6	63 / 205,084
		7, 12	54 / 205,084
		8, 11	40 / 205,084
		9, 10	39 / 205,084
14	52 / 205,084		

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
4	1樓 – 38樓 1/F – 38/F	1	62 / 205,084
		2, 3, 14	52 / 205,084
	1樓 – 39樓 1/F – 39/F	4, 13, 15	53 / 205,084
		5, 16	26 / 205,084
		6	63 / 205,084
		7, 12	54 / 205,084
		8, 11	40 / 205,084
		9, 10	39 / 205,084

#### 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」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」全文可於觀塘開源道33號建生廣場一樓內之綠置居銷售小組開放時間內免費查閱，並可於房委會就出售麗翠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 DMC is available for inspection free of charge during opening hours at the GSH Sales Unit on 1/F., Pioneer Place, 33 Hoi Yuen Road, Kwun Tong and is also available on the website designated by the HA for the sale of Lai Tsui Court.

# 16 批地文件的摘要

## Summary of Land Grant

位於新九龍內地段第6618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2018年9月24日。

- 1 該發展項目位於新九龍內地段第6618號（下稱「該土地」）。
- 2 「該土地」的批租年期為50年，由2018年9月24日起計（下稱「批租年期」）。
- 3 「該租契」條款第3.3條訂明：

「承租人」須不時及在此後的所有時間在每當有需要或情況要求時妥善及足夠地自費管理、維修、維持、支持、保養、鋪設、清洗、刷淨、清潔、清空、修改及保持「該土地」及現有或其後任何時間位於「該土地」的樓宇或物業單位及所有其他架設物及建築物，所有「該土地」內的所有山坡，擋土結構和擋土牆，及所有屬於和以任何形式屬於或附屬於「該土地」或任何位於其上之樓宇、物業單位、架設物及建築物的牆、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道，並且全面執行需要及必須的所有修葺、清洗及修改工程，一切必須達致令地政總署署長（下稱「署長」）滿意為止。

- 4 「該租契」條款第3.7條訂明：

「承租人」須在「批租年期」內每當有需要時承擔、支付及准予製造、建築、維修及修改「該土地」或其任何部分所需或在其內或屬於「該土地」或其任何部分並與其它附近或毗鄰的樓宇共用的所有或任何道路，巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及收費的合理份數及部分。該份數及部分將由「署長」指定及決定（其決定為最終決定及對「承租人」具約束力）及由「署長」以未付之地租形式收回。

- 5 「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除了私人住宅用途連同「該租契」條款第3.14(c)及3.14(d)條所述的房舍及其他設施及「該租契」所述的附屬設施外的任何用途。特此說明，已建或擬建於「該土地」的建築物上的任何住宅單位不得用作私人住宅用途以外的任何用途。就「該租契」而言，如何構成一個住宅單位由「署長」決定，其決定為最終決定及對「承租人」具有約束力。

The government lease governing the Development entered into by the Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of New Kowloon Inland Lot No. 6618 ("the said lease") is dated the 24th day of September 2018.

- 1 The Development is situated on New Kowloon Inland Lot No. 6618 ("the said land").
- 2 The said land is granted for a term of 50 years ("Lease Term") commencing from the 24th day of September 2018.
- 3 Clause No. 3.3 of the said lease stipulates that:

The Lessee shall from time to time and at all times hereafter, when where and as often as need or occasion shall require, at the Lessee's own proper costs and charges well and sufficiently manage, repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend and keep the said land and the messuage or tenement, messuages or tenements and all other erections and buildings now or which may at any time hereafter be standing upon the said land, all the slopes, earth-retaining structures and retaining walls within the said land and all the walls, banks, cuttings, hedges, ditches, rails, lights, pavements, privies, sinks, drains and watercourses thereunto belonging and which shall in any-wise belong or appertain unto the said land or any of the said messuages, tenements, erections and buildings in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever the whole to be done to the satisfaction of the Director of Lands ("the Director").

- 4 Clause No. 3.7 of the said lease stipulates that:

The Lessee shall during the Lease Term as often as need shall require bear, pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the said land or any part thereof in common with other premises near or adjoining thereto. Such share and proportion shall be fixed and determined by the Director (whose determination shall be final and binding on the Lessee) and shall be recoverable by the Director in the nature of rent in arrears.

- 5 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 such accommodation and other facilities as referred to in Clauses No. 3.14(c) and 3.14(d) of the said lease 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. For the purpose of the said lease, the decision of the Director as to what constitutes a residential flat shall be final and binding on the Lessee.

### 6 「該租契」條款第3.14(c)及3.14(d)條訂明：

- (c) 除「該租契」條款第3.14(a)條另有規定外，「承租人」須於「該土地」興建、提供及保養，在所有方面令「署長」滿意：
- (i) 不多於2,854平方米及不少於1,712平方米的商業樓面面積；
  - (ii) 一所由六間課室組成的幼稚園（或由教育局常任秘書長不時批准的課室數目）連同附屬設施（下稱「幼稚園」），或教育局常任秘書長不時批准的其他教育機構並符合任何「署長」施加的任何條件，包括支付任何他可要求的行政費和地價，或兩者，有不少於750平方米的總樓面面積。就「該租契」條款第3.14(c)(ii)條而言，如何構成一間課室、「幼稚園」及其他教育機構由教育局常任秘書長決定，其決定為最終決定及對「承租人」具有約束力；及
  - (iii) 「該租契」條款第3.19(a)條所述的「政府房舍」，其總樓面面積不少於450平方米。
- (d) 「承租人」可於「該土地」興建或建造對適當管理及保養「該土地」上的發展項目必要的其他設施，包括：
- (i) 供有關「該土地」及已建或擬建於「該土地」的建築物的已成立或擬成立的業主委員會或大廈業主立案法團使用的辦公室。除「該租契」條款第5.4(d)條另有規定外，就計算「該租契」條款第3.14(a)條所規定的總樓面面積而言，根據「該租契」條款第3.14(d)(i)條於「該土地」提供而樓面面積不超過45平方米的辦公室不得納入計算，而任何超過45平方米的樓面面積須納入計算；及
  - (ii) 為物業管理用途而設的房舍，除「該租契」條款第5.4(d)條另有規定外，就計算「該租契」條款第3.14(a)條所規定的總樓面面積而言，根據「該租契」條款第3.14(d)(ii)條於「該土地」提供而樓面面積不超過337平方米的辦公室不得納入計算，而任何超過337平方米的樓面面積須納入計算。

### 7 「該租契」條款第3.15條訂明：

「承租人」須自費於「該土地」內建造、提供及維持周全的垃圾收集系統，並使「署長」及食物環境衛生署署長滿意。

### 6 Clause No. 3.14(c) and 3.14(d) of the said lease stipulates that:

- (c) Subject to Clause No. 3.14(a) of the said lease, the Lessee shall erect, provide and maintain within the said land in all respects to the satisfaction of the Director:
- (i) commercial gross floor area of not more than 2,854 square metres and not less than 1,712 square metres;
  - (ii) a kindergarten comprising six classrooms (or such other number of classroom as may be approved from time to time by the Permanent Secretary for Education) together with such ancillary facilities (hereinafter referred to as "the Kindergarten"), or such other educational institutions as may be approved from time to time by the Permanent Secretary for Education and in conformity with any conditions imposed by the Director including the payment of any administrative fee and premium as he may require, or both, having a total gross floor area of not less than 750 square metres, and for the purpose of Clause No. 3.14(c)(ii) of the said lease, the decision of the Permanent Secretary for Education as to what constitute a classroom, the Kindergarten and other educational institutions shall be final and binding on the Lessee; and
  - (iii) the Government Accommodation referred to in Clause No. 3.19(a) of the said lease having a total gross floor area of not less than 450 square metres;
- (d) The Lessee may erect or construct on the said land other facilities which are required for the proper management and maintenance of the development on the said land including:
- (i) office for use by the Owners' Committee or the Owners' Corporation formed or to be formed in respect of the said land and the building or buildings erected or to be erected thereon and for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease, subject to Clause No. 5.4(d) of the said lease, office provided within the said land in accordance with Clause No. 3.14(d)(i) of the said lease which does not exceed 45 square metres shall not be taken into account and any gross floor area in excess of 45 square metres shall be taken into account for such calculation; and
  - (ii) accommodation for estate management purposes and for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease, subject to Clause No. 5.4(d) of the said lease, accommodation provided within the said land in accordance with Clause No. 3.14(d)(ii) of the said lease with a total gross floor area of not exceeding 337 square metres shall not be taken into account and any gross floor area in excess of 337 square metres shall be taken into account for such calculation.

### 7 Clause No. 3.15 of the said lease stipulates that:

The Lessee shall at its own expense and to the satisfaction of the Director and the Director of Food and Environmental Hygiene construct, provide and maintain within the said land a comprehensive system of refuse collection.

**8 「該租契」條款第3.16條訂明：**

未經「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，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

**9 「該租契」條款第3.17條訂明：**

- (a) 「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11,750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」已建或擬建作私人住宅用途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。
- (b) 除「該租契」條款第3.26條另有規定外，「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」不少於百分之三十的面積種植樹木、灌木或其他植物，並根據「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三十的面積之內；
- (ii) 「該租契」條款第3.17(b)(i)條所指百分之三十的面積之不少於百分之五十（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」；及
- (iii) 「署長」可全權酌情決定接納「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)(i)條所指的百分之三十面積；
- (ii) 何謂「該租契」條款第3.17(b)(ii)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。

**8 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 who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

**9 Clause No. 3.17 of the said lease stipulates that:**

- (a) 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 11,750 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) Subject to Clause No. 3.26 of the said lease, 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 30% of the area of the said land shall be planted with trees, shrubs or other plants and the open space or any part thereof provided under Clause No. 3.17(a) of the said lease with landscaping works shall be taken into account in calculating the said 30%;
- (ii) not less than 50% of the 30% 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; and
- (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 30% referred to in Clause No. 3.17(b)(i) of the said lease; and
- (ii) as to what constitutes the ground level referred to in Clause No. 3.17(b)(ii) 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 its 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) 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)(vi)條所指的「公用地方」並成為其中一部分。

#### 10 「該租契」條款第3.19(a)及3.19(i)條訂明：

- (a) 除「該租契」條款第3.19(b)及3.19(c)條另有規定外，「承租人」須自費以良好的工作方式興建、建造、提供及保養由政府、機構及社區設施組成的一間總樓面面積為不少於450平方米的弱智人士支援宿舍（該房舍（包括根據「該租契」條款第3.19(b)及3.19(c)條進行的更改、改動、增訂、擴展或改善工程）連同任何其他「署長」完全酌情決定（其決定為最終決定及對「承租人」具約束力）為該房舍專屬的地方、設施、服務設施及裝置，下稱「政府房舍」）。就「該租契」條款第3.19(a)條而言，如何構成一間弱智人士支援宿舍由社會福利署署長決定，其決定為最終決定及對「承租人」具約束力。
- (i) (i) 受限於「該租契」條款第3.20(a)(ii)(l)條所述財政司司長法團（下稱「該法團」）的任何分擔，「承租人」在整個「批租年期」間須自費保養以下項目（以下統稱「項目」），在所有方面令「署長」滿意：
  - (I) 不是獨立式的「政府房舍」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他該「政府房舍」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (II) 所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；
  - (III) 構成為「政府房舍」及「該土地」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備（包括但不限於可攜及不可攜的防火裝置裝備）；
  - (IV) 所有「政府房舍」下面的結構樓板連同其之內及其之下的排水系統；及
  - (V) 所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的公共地方及設施。

- (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)(vi) of the said lease.

#### 10 Clause No. 3.19(a) and 3.19(i) of the said lease stipulates that:

- (a) Subject to Clauses No. 3.19(b) and 3.19(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 one supported hostel for mentally handicapped persons having a total gross floor area of not less than 450 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses No. 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) is hereinafter referred to as "the Government Accommodation"). For the purpose of Clause No. 3.19(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a supported hostel for mentally handicapped persons shall be final and binding on the Lessee.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by the Financial Secretary Incorporated ("FSI") as referred to in Clause No. 3.20(a)(ii)(l) 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 or 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;
  - (IV) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
  - (V) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the said land.

- (ii) 「承租人」須就「承租人」未有保養「項目」所引致或造成的所有責任、損失、費用、索償、開支、支出、要求、法律行動及訴訟（不論任何性質）對政府及「該法團」作出彌償，並使政府及「該法團」持續獲得彌償。
- (iii) 就「該租契」條款第3.19(i)(i)條及第3.19(i)(ii)條而言，「承租人」一詞不包括「該法團」。
- (iv) 就「該租契」條款第3.19(i)(i)(l)條而言，倘若「政府房舍」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府房舍」須被視為獨立式。
- (v) 倘若「承租人」及「該法團」沒有達成共識，「署長」有關「政府房舍」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。

**11 「該租契」條款第3.22(a)至(d)及(f)條訂明：**

- (a) 「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》及其下的規例及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93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》及其下的規例及任何修訂法例獲發牌並屬於「該土地」（將用於私人住宅用途以外「該租契」條款第3.13條列明的用途）已建或擬建的建築物的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10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；
  - (iii) 供停泊根據《道路交通條例》及其下的規例及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27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2.4米長而樓底高度最少須為2.4米；及

- (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) For the purposes of Clause No. 3.19(i)(i) and 3.19(i)(ii) of the said lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of Clause No. 3.19(i)(i)(l) 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.

**11 Clause No. 3.22(a) to (d) and (f) of the said lease stipulates that:**

- (a) 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 of the residential flats in 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 93 and except for the spaces reserved and designated in accordance with Clause No. 3.22(a)(v) of the said lease, each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
  - (ii) 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 occupiers of the building or buildings erected or to be erected on the said land to be used for the purposes specified in Clause No. 3.13 of the said lease other than for private residential purposes and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 10 and except for the spaces reserved and designated in accordance with Clause No. 3.22 (a)(v) of the said lease, each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
  - (iii) 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 27 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres; and



- (iv) 供停泊根據《道路交通條例》及其下的規例及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的真正賓客和訪客的貨車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為9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3.0米寬及7.0米長而樓底高度最少須為3.6米；及
- (v) 在「該租契」條款第3.22(a)(i)及3.22(a)(ii)條下提供的停車位中，「承租人」須保留及指定由屋宇署可能要求及批准的、根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士及屬於「該土地」已建或擬建的建築物的住客或佔用人的真正賓客和訪客的汽車的停車位的數目，而每一獲保留及批准的停車位須按照屋宇署可能要求及批准的位置及尺寸。
- (b) 根據「該租契」條款第3.22(a)(i)、3.22(a)(ii)、3.22(a)(iii)、3.22(a)(iv)及3.22(a)(v)條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。
- (c) (i) 「承租人」須以令「署長」滿意的方式在「該土地」內提供及維持供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位，除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為9(每個停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米)。每個上述所提供的停車位不得用作供與「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。在所提供的作汽車上落客貨用途的停車位中，不少於6個停車位須供「該土地」已建或擬建的建築物內的住宅單位的住客使用。
- (ii) 儘管「該租契」條款第3.22(c)(i)條有所規定，根據「該租契」條款第3.22(c)(i)條提供的停車位可以供根據《道路交通條例》及其下的規例及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的真正賓客和訪客的、按運輸署署長汽車不時自行酌情批准的類型、時間及時段的汽車停泊(上述作汽車上落客貨及停泊用途的停車位下統稱「上落客貨停車位」)。
- (iv) spaces for the parking of 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 9 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.0 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres.
- (v) Out of the spaces provided under Clauses No. 3.22(a)(i) and 3.22(a)(ii) of the said lease, the Lessee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation 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 as the Building Authority may require and approve and the location and dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Director may require and approve.
- (b) The spaces provided in accordance with Clauses No. 3.22(a)(i), 3.22(a)(ii), 3.22(a)(iii), 3.22(a)(iv) and 3.22(a)(v) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said 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.
- (c) (i) 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 the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 9. Each of the spaces so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 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. Out of the spaces so provided for the loading and unloading of motor vehicles, not less than 6 spaces shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the said land.
- (ii) Notwithstanding Clause No. 3.22(c)(i) of the said lease, the spaces provided in accordance with Clause No. 3.22(c)(i) of the said lease may be used for the parking of such types of motor 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, at such time and for such period as the Commissioner for Transport may from time to time at his sole discretion approve (which spaces to be used for the parking, loading and unloading of motor vehicles as aforesaid are hereinafter collectively referred to as "the Parking, Loading and Unloading Spaces").

- (d) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，
- (i) 以下的停車位不得納入計算：
- (I) 根據「該租契」條款第3.22(a)條提供並位於「該土地」地面水平以下的停車位及「上落客貨停車位」；
- (II) 根據「該租契」條款第3.22(c)(i)條提供並位於「該土地」地面水平或地面水平以下的停車位（「上落客貨停車位」除外）；
- (ii) 倘若根據「該租契」條款第3.22(a)條的停車位及「上落客貨停車位」位於「該土地」地面水平或地面水平以上或根據「該租契」條款第3.22(c)(i)條提供的停車位（「上落客貨停車位」除外）位於「該土地」地面水平以上，該等停車位樓面面積的百分之五十及為該等停車位而設的其他部分（包括但不限於升降機大堂、樓梯平台、行人通道、機動和流通區及機房）樓面面積的百分之五十應該納入計算「該租契」條款第3.14(a)條所指的總樓面面積，而「署長」就該計算的決定為最終決定及對「承租人」具有約束力。
- (f) 就「該租契」條款第3.22條而言，何謂「該土地」的地面水平或「該土地」的地面水平、地面水平以上或以下有否提供任何停車位將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。

**12 「該租契」條款第3.25條訂明：**

- (a) (i) 「承租人」（就「該租契」條款第3.25(a)(i)條而言，不包括「承租人」的受讓人），在房屋署署長要求時由「承租人」自費和在房屋署署長所指明的時限內，提供及其後管理、保養及維修在附錄於「該租契」的圖則（下稱「該圖則」）上顯示及標明為Q點及R點之間並位於房屋署署長要求或批准的水平的「該土地」上已建或擬建的建築物周界的結構支撐物和連接物，使其處於修繕妥當的狀況，令房屋署署長滿意（該等結構支撐物和連接物下統稱「行人天橋連接物」，包括任何此表述的任何修訂、更改、增訂、更新或更換），以接收及連接一可能在相鄰或毗鄰「該土地」的政府土地上建造、及於「該圖則」上顯示及標明為「擬建的行人天橋」的未來行人天橋（下稱「擬建的行人天橋」，包括對其的任何更改、更新或更換）。

- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease,
- (i) there shall not be taken into account:
- (I) the spaces provided in accordance with Clause No. 3.22 (a) of the said lease and the Parking, Loading and Unloading Spaces if they are provided below ground level; and
- (II) the spaces provided in accordance with Clause No. 3.22(c)(i) of the said lease (except the Parking, Loading and Unloading Spaces) if they are provided at or below ground level; and
- (ii) if the spaces provided in accordance with Clause No. 3.22(a) of the said lease and the Parking, Loading and Unloading Spaces are provided at or above ground level or the spaces provided in accordance with Clause No. 3.22(c)(i) of this covenant (except the Parking, Loading and Unloading Spaces) are provided above ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the said lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 3.22 of the said lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.

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

- (a) (i) The Lessee (which expression for the purpose of Clause No. 3.25(a)(i) of the said lease only shall not include the Lessee's assigns) shall when called upon to do so by the Director of Housing, at the Lessee's own expense and within such time limit as shall be specified by the Director of Housing construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Housing structural supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land between the points Q and R shown and marked on the Plan annexed to the said lease ("the Plan") and at such levels as shall be required or approved by the Director of Housing (which structural supports and connections are hereinafter collectively referred to as "the Footbridge Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a future footbridge which may be constructed over the Government land adjacent to or adjoining the said land at the approximate position shown and marked "PROPOSED FOOTBRIDGE" on the Plan (hereinafter referred to as "the Proposed Footbridge" which expression shall include any alteration thereto or any renewal or replacement thereof).

- (ii) 政府及任何可能獲政府授權的人均獲保留「該圖則」上顯示及標明位於Q點及R點之間並位於房屋署署長要求或批准的水平的支撐物的權利及連接「擬建的行人天橋」至「行人天橋連接物」的權利，而不需支付任何費用及收費。
- (iii) 在整個「批租年期」內，政府及任何可能獲政府授權的人均獲保留所有必需的權利，以佔用房屋署署長可能要求的「該土地」的部分，作建造「擬建的未來行人天橋」及連接「擬建的行人天橋」至「行人天橋連接物」的用途，並用作其後視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建的行人天橋」的用途。
- (b) (i) 「承租人」(就「該租契」條款第3.25(b)(i)條而言，不包括「承租人」的受讓人)，在土木工程拓展署署長或路政署署長要求時，自費並在土木工程拓展署署長或路政署署長指定的時限內，建造、提供及其後管理、保養及維修「該圖則」上顯示及標明為位於F1點及G點之間、並位於土木工程拓展署署長或路政署署長要求或批准的水平的支撐物和連接物，使其處於修繕妥當的狀況，使土木工程拓展署署長或路政署署長滿意(該支撐物和連接物下稱「升降機塔連接物」，包括對其的任何修訂、更改、增訂、更新或更換)以接收及連接一可能在相鄰或毗鄰「該土地」的政府土地上建造、具有高架行人路的擬建的升降機塔，在「該圖則」上的大約位置顯示及標明為「擬建的升降機塔高架行人路」(下稱「擬建的升降機塔高架行人路」，包括對其的任何更改、更新或更換)。
- (ii) 政府獲保留於「該圖則」上顯示及標明位於F1點及G點之間、並位於土木工程拓展署署長或路政署署長要求或批准的水平的支撐物的權利及連接「擬建的升降機塔高架行人路」至「升降機塔連接物」的權利，而不需支付任何費用及收費。
- (iii) 在整個「批租年期」內，政府獲預留及保留所有必需的佔用權，以佔用任何土木工程拓展署署長或路政署署長可能要求的「該土地」的部分，作建造「擬建升降機塔高架行人路」及連接「擬建的升降機塔高架行人路」至「升降機塔連接物」的用途。
- (ii) There is reserved unto the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Proposed Footbridge to the Footbridge Connection at a location between the points Q and R shown and marked on the Plan and at such levels as shall be required or approved by the Director of Housing.
- (iii) Throughout the Lease Term, there is excepted and reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Housing for the purposes of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection and thereafter inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Footbridge.
- (b) (i) The Lessee (which expression for the purpose of Clause No. 3.25 (b)(i) only shall not include the Lessee's assigns) shall when called upon to do so by the Director of Civil Engineering and Development or the Director of Highways, at the Lessee's own expense and within such time limit as shall be specified by the Director of Civil Engineering and Development or the Director of Highways construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Civil Engineering and Development or the Director of Highways supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land between the points F1 and G shown and marked on the Plan and at such levels as shall be required or approved by the Director of Civil Engineering and Development or the Director of Highways (which supports and connections are hereinafter collectively referred to as "the Lift Tower Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a proposed lift tower with elevated walkway which may be constructed on the Government land adjacent to or adjoining the said land at the approximate position shown and marked "PROPOSED LIFT TOWER ELEVATED WALKWAY" on the Plan (hereinafter referred to as "the Proposed Lift Tower Elevated Walkway" which expression shall include any alteration thereto or any renewal or replacement thereof).
- (ii) There is reserved unto the Government free of all costs and charges a right of support and a right to connect the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection at a location between the points F1 and G shown and marked on the Plan and at such levels as shall be required or approved by the Director of Civil Engineering and Development or the Director of Highways.
- (iii) Throughout the Lease Term, there is excepted and reserved unto the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Civil Engineering and Development for the purposes of constructing the Proposed Lift Tower Elevated Walkway and connecting the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection.

- (iv) 在整個「批租年期」內，政府獲預留及保留所有必需的佔用權，以佔用任何路政署署長可能要求的、在「該圖則」上顯示為粉紅色加黑色斜線的「該土地」的部分的地方（下稱「粉紅色加黑色斜線區域」），作視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建的升降機塔高架行人路」的用途。
- (c) 倘若「承租人」未能履行「該租契」條款第3.25(a)(i)及3.25(b)(i)條下的任何責任，政府可由「承租人」出資進行必要的建造、設備、保養及維修工程，「承租人」須在被要求時向政府支付相等於該工程費用的款項，「署長」的決定為最終決定及對「承租人」具有約束力。
- (d) (i) 政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士，或獲政府授權建造「擬建的行人天橋」及連接「擬建的行人天橋」至「行人天橋連接物」的人士均有權在任何合理時候攜同或不攜同工具、器具、設備、機器或車輛，自由及無限制地出入、經過及再經過「該土地」或其任何部分或在其上的已建或擬建的建築物或其任何部分，旨在建造「擬建的行人天橋」及連接「擬建的行人天橋」至「行人天橋連接物」，及「該租契」條款第3.25(a)(i)及3.25(c)條下實施、視察、檢查及監督的工程。
- (ii) 政府及其人員、代理人、特許持有人、獲政府正式授權的承辦商及工人或其他人士，或獲政府授權建造「擬建的行人天橋」及連接「擬建的行人天橋」至「行人天橋連接物」的人士毋須就他或他們履行「該租契」條款第3.25(a)(i)條下「承租人」的責任，或就政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士、或獲政府授權建造「擬建的行人天橋」及連接「擬建的行人天橋」至「行人天橋連接物」的人士行使「該租契」條款第3.25(a)(ii)、3.25(a)(iii)、3.25(c)及3.25(d)(i)條授予的權利，或其他事情導致的或附帶的所造成的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不得就任何上述損失、損害、滋擾或干擾向它或他們提出索償。
- (e) (i) 政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士有權在任何合理時候攜同或不攜同工具、器具、設備、機器或車輛，自由及無限制地出入、經過及再經過「該土地」或其任何部分或在其上的已建或擬建的建築物或其任何部分，旨在建造「擬建的升降機塔高架行人
- (iv) Throughout the Lease Term, there is excepted and reserved unto the Government all necessary rights of occupation of such part or parts of that portion of the said land shown coloured pink hatched black on the Plan (hereinafter referred to as "the Pink Hatched Black Area") as may be required by the Director of Highways for the purposes of inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Lift Tower Elevated Walkway.
- (c) In the event of the non-fulfilment of any of the Lessee's obligations under Clauses No. 3.25(a)(i) and 3.25(b)(i) of the said lease, the Government may carry out the necessary construction, provision, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the costs thereof, such sum to be determined by the Director whose determination shall be final and binding on the Lessee.
- (d) (i) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of free and unrestricted ingress, egress and regress to and from the said land or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purposes of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection and the carrying out, inspecting, checking and supervising of the works under Clauses No. 3.25(a)(i) and 3.25(c) of the said lease.
- (ii) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.25(a)(i) of the said lease or the exercise by the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government of the rights conferred under Clauses No. 3.25(a)(ii), 3.25(a)(iii), 3.25(c) and 3.25(d)(i) of the said lease or otherwise, 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 Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior

路」及連接「擬建的升降機塔高架行人路」至「升降機塔連接物」，及「該租契」條款第3.25(b)(i)及3.25(c)條下實施、視察、檢查及監督的工程。

- (ii) 政府及其人員、代理人、特許持有人、獲政府正式授權的承辦商及工人或其他人士毋須就他或他們履行「該租契」條款第3.25(b)(i)條下「承租人」的責任，或就政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士行使「該租契」條款第3.25(b)(ii)、3.25(b)(iii)、3.25(b)(iv)、3.25(c)及3.25(e)(i)條授予的權利，或其他事情導致的或附帶的所造成的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不得就任何上述損失、損害、滋擾或干擾向它或他們提出索償。
- (f) 為免生疑問，「承租人」確認及同意政府絕不保證「擬建的行人天橋」或「擬建的升降機塔高架行人路」將在未來興建。假如「擬建的行人天橋」或「擬建的升降機塔高架行人路」或其任何部分沒有在未來興建，政府對「承租人」因由其導致的或其與之相關的任何索償、損失或損害不承擔任何責任。
- (g) 就「該租契」條款第3.25(a)(i)、3.25(b)(i)及3.25(c)條而言，「承租人」一詞不包括財政司司長法團。

### 13 「該租契」條款第3.26條訂明：

除非事先得到路政署署長書面同意，否則不得在「粉紅加黑色斜線區域」的地面水平或其上的空間內由「粉紅加黑色斜線區域」地面水平向上延伸至香港主水平基準上18.31米的高度種植、興建、建造或放置樹木、灌木、其他植物或美化環境的工程或建築物或構築物或為任何建築物或構築物而設的結構或支撐（「升降機塔連接物」除外）。就「該租契」而言，路政署署長就何謂樹木、灌木、其他植物、美化環境的工程及「粉紅加黑色斜線區域」地面水平的決定為最終決定，並對「承租人」具約束力。

### 14 「該租契」條款第3.27(a)至(d)條訂明：

- (a) 「該土地」展開任何工程之前，「承租人」必須先諮詢香港鐵路有限公司（下稱「該公司」），確保工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或鐵路之安全運作（釋義見《香港鐵路條例》第2條）及其任何擴建部分（以下分別稱為「鐵路」和「鐵路條例」）（就此而言，「署長」之決定為最終決定）。如「署長」要求，「承租人」須自費採取「該公司」指定的預防措施，以確保任何

notice to the Lessee have the right of free and unrestricted ingress, egress and regress to and from the said land or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purposes of constructing the Proposed Lift Tower Elevated Walkway and connecting the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection and the carrying out, inspecting, checking and supervising of the works under Clauses No. 3.25(b)(i) and 3.25(c) of the said lease.

- (ii) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.25(b)(i) of the said lease or the exercise by the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government of the rights conferred under Clauses No. 3.25(b)(ii), 3.25(b)(iii), 3.25(b)(iv), 3.25(c) and 3.25(e)(i) of the said lease or otherwise, 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) For the avoidance of doubt, the Lessee hereby acknowledges and agrees that the Government in no way warrants that the Proposed Footbridge or the Proposed Lift Tower Elevated Walkway will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Proposed Footbridge or the Proposed Lift Tower Elevated Walkway or any part or parts thereof is not constructed.
- (g) For the purposes of Clauses No. 3.25(a)(i), 3.25(b)(i) and 3.25(c) of the said lease only, the expression "Lessee" shall exclude FSI.

### 13 Clause No. 3.26 of the said lease stipulates that:

Except with the prior written consent of the Director of Highways, no trees or shrubs or other plants or landscaping works or building or structure or support for any building or structure, or projection (other than the Lift Tower Connection) shall be planted, erected, constructed or placed within the Pink Hatched Black Area at ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Hatched Black Area to a height of 18.31 metres above the Hong Kong Principal Datum. For the purpose of Clause No. 3.26 of the said lease, the decision of the Director of Highways as to what constitute trees, shrubs, other plants, landscaping works and ground level or levels of the Pink Hatched Black Area shall be final and binding on the Lessee.

### 14 Clause No. 3.27(a) to (d) of the said lease stipulates that:

- (a) Prior to the commencement of any works whatsoever on the said land, the Lessee shall consult MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or

鐵路工程、構築物、設施或裝置和「鐵路」運作安全。就「該租契」條款第3.27(a)條而言，「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程。

- (b) 「承租人」須遵守與履行一切條例，包括但不限於現時生效的「鐵路條例」、《九廣鐵路公司條例》、關乎「鐵路」之附屬則例及規例及其修訂。
- (c) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造（包括使用的材料）、維修及保養連接「鐵路」或其附近的任何建築物或其他任何部分提出的一切要求。
- (d) 「承租人」須准許「署長」、「該公司」和他們正式授權的人員、僱員及承建商有權在任何時候攜同或不攜同工具、器具、設備、機器或車輛出入、經過及再經過「該土地」或其任何部分或在其上的任何建築物，以進行工程及作勘測、視察、檢驗、保養、改善或建設「鐵路」的用途。「署長」和他們正式授權的人員、僱員及承建商毋須就他或他們行使「該租契」條款第3.27(d)條下授予的權利對「承租人」導致的或附帶的或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不能就任何該等損失、損害、滋擾或干擾向「署長」或他們提出任何索償。

**15 「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「承租人」對「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「該土地」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、索求、費用、開支、損失（不論屬經濟或其他性質）及申索（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。

installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance and any extension thereto (hereinafter referred to as “the Railway” and “the MTR Ordinance” respectively) (as to which the decision of the Director shall be conclusive), and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the safe operation of the Railway. For the purpose of Clause No. 3.27(a) of the said lease, “works” shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.

- (b) The Lessee shall observe and comply with all Ordinances, including but not be limited to the MTR Ordinance and the Kowloon-Canton Railway Corporation Ordinance, By-laws and Regulations for the time being in force and relating to the Railway and any amendments thereto.
- (c) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (d) The Lessee shall permit the Director and the Corporation and their duly authorised officers, servants and contractors the right of ingress, egress and regress to, from and through the said land or any part thereof and any building or buildings erected thereon at all times with or without tools, equipment, plant, machinery or motor vehicles to carry out works and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director or his duly authorised officers, servants and contractors 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 conferred under Clause No. 3.27(d) of the said lease and no claim whatsoever shall be made against him or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.

**15 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.

**16 「該租契」條款第4.3條訂明：**

不得於「該土地」豎設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。

**17 「該租契」條款第4.4條訂明：**

除非獲「署長」事先書面同意，「承租人」不得削去、移除或後移任何相鄰或毗連「該土地」的政府土地或進行任何建造、填土或任何斜坡處理工程。「署長」可全權酌情決定同意，並給予他認為合適的限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該土地」的延伸。

**18 「該租契」條款第4.5條訂明：**

- (a) 如果「該土地」或任何政府土地現時或以往曾經配合或因應「該土地」或其中任何部分的平整，水準測量或發展事宜或「該租契」規定「承租人」執行的任何其他工程或作任何其他用途進行削土、移土或土地後移工程或任何建造或填土工程或任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，「承租人」必須按當時或嗣後何時間的需要自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該土地」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間時刻自費維持「該土地」、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使署長滿意。
- (b) 「該租契」條款第4.5(a)條的規定並沒有損害「該租契」賦予政府的權利，特別是「該租契」條款第4.4條所賦予的。
- (c) 倘若因為任何平整，水準平測發展事宜或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該土地」或毗鄰或毗連政府土地或出租土地的任何土地，「承租人」須自行出資進行還原和修復，使「署長」滿意，並須賠償政府及其代理人和承建商所有凡因倒塌，山泥傾瀉或地陷而可能承受或遭受或產生的所有成本、收費、損害、索求及申索。

**16 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.

**17 Clause No. 4.4 of the said lease stipulates that:**

The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the said land or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the said land at such premium as he may determine.

**18 Clause No. 4.5 of the said lease stipulates that:**

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the said land or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the said land or any part thereof or any other works required to be done by the Lessee under the said lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the said land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in Clause No. 4.5(a) of the said lease shall prejudice the Government's rights under the said lease, in particular Clause No. 4.4 of the said lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the said land or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) 除了「該租契」規定對違返該等條款及契諾的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、興建和保養「該土地」、斜坡處理工程、護土牆或其他承托物、保護物和排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在指定的期限內，遵從該通知要求、並使「署長」滿意，「署長」可立即執行和進行任何必要的工程，「承租人」須按政府要求即時償還政府因此產生的費用，連同任何行政或專業費用及收費。

**19 「該租契」條款第4.6條訂明：**

未經「署長」的事先書面批准，不得在「該土地」使用碎石設備。

**20 「該租契」條款第4.7條訂明：**

如果在發展或重建該地段或其中任何部分時已安裝預應力地樁，「承租人」須自費在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使「署長」滿意，並在「署長」可不時自行絕對酌情要求時提供上述檢驗工程的報告和資料給「署長」。如果「承租人」不理會或未能進行上述要求的檢查工程，「署長」可立即執行與進行該檢查工程，而「承租人」須在要求時歸還政府因此產生的費用。

**21 「該租契」條款第4.8條訂明：**

(a) 倘若來自「該土地」或受「該土地」任何發展項目影響的其他範圍的泥土、廢土、泥石、建築廢料或建築物料（下稱「廢料」）的侵蝕、沖刷或被傾倒到公共巷道或道路或排進道路下水道、前灘或海床、污水渠、雨水渠或明渠或其他政府產業（下稱「政府產業」），「承租人」須自費清除該等在「政府產業」上的「廢料」並為對「政府產業」所造成的任何損壞作出修復。「承租人」須對上述的侵蝕、沖刷或被傾倒而造成私人產業的任何損壞或滋擾所引致的一切訴訟、申索及索求向政府作出彌償。

(b) 儘管「該租契」條款第4.8(a)條有所規定，「署長」可以（但無責任必須）應「承租人」的要求在「政府產業」清除「廢料」並對「政府產業」所造成的任何損壞作出修復，而「承租人」須按要求向政府支付有關的費用。

**22 「該租契」條款第4.9條訂明：**

「承租人」須在任何時候，特別是在進行任何建築、保養、翻新或維修工程（以下統稱「工程」）期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，避免做成任何損壞、干擾或阻礙位於、跨越、低於或毗鄰「該土地」及「通道權區域」

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

**19 Clause No. 4.6 of the said lease stipulates that:**

No rock crushing plant shall be permitted on the said land without the prior written consent of the Director.

**20 Clause No. 4.7 of the said lease stipulates that:**

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

**21 Clause No. 4.8 of the said lease stipulates that:**

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

(b) Notwithstanding Clause No. 4.8(a) of the said lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

**22 Clause No. 4.9 of the said lease stipulates that:**

The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred



或其中部分的任何政府或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用服務設施或任何其他工程或裝置（以下統稱「服務設施」）。「承租人」在進行上述任何「工程」之前，須進行或促使他人進行適當的調查及必要的查詢，確定任何「服務設施」的現況及水平位置，並須向「署長」提交處理任何可受「工程」影響的「服務設施」的書面建議，以待全面審批，及不得在取得「署長」對「工程」及上述建議作出的書面批准之前進行該等工程。「承租人」須履行「署長」於批准上述建議時對「服務設施」施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或恢復原狀的費用。在任何方式下因上述「工程」而對「該土地」及「通道權區域」或其中部分或任何「服務設施」所造成的任何損壞、干擾或阻礙，「承租人」必須自費支付在一切方面的維修、修復及還原，使「署長」滿意（除非「署長」另作選擇，明渠、污水渠、雨水渠或總水管之修復須由「署長」進行，「承租」人須在按要求時向政府支付該等工程費用）。如果「承租人」未能對「該土地」及「通道權區域」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、修復及恢復原狀工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或恢復原狀工程，「承租人」須在被要求時向政府支付該等工程費用。

### 23 「該租契」條款第4.10條訂明：

- (a) 「承租人」應按「署長」認為必要時自費建造與保養不論在「該土地」邊界內或政府土地上的排水渠及溝渠，以便截流與引導所有落於或流淌在「該土地」的暴雨或雨水到最接近的河道、集水井、溝渠或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切法律行動、申索及索求自行負責並向政府及其人員作出彌償。
- (b) 接駁「該土地」的任何排水渠和污水渠至已鋪設及啟用之政府雨水渠及污水渠的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述接駁工程的費用，或者該等接駁工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述接駁工程的任何一段若在政府土地內興建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述接駁工程的技術審核之費用。若「承租人」未

to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the said land or any part thereof (hereinafter collectively referred to as "the Services"). The Lessee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit its proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Lessee shall comply with and at its own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Lessee shall at its own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the said land or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said land or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

### 23 Clause No. 4.10 of the said lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the said land or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the said land, and the Lessee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the said land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government

能保養上述在政府土地內興建的任何一段接駁工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

**24 「該租契」條款第5.3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任何上述人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」或其上面或下面或其任何部分的溝渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管槽、排煙道、導管、水路或水道（包括總水管）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得任何上述人正式授權的人士均獲保留權利自由進出或往返和再經過「該土地」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的溝渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管槽、排煙道、導管、水路或水道（包括總水管），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，惟政府毋須為「承租人」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得任何上述人正式授權的人士行使「該租契」條款第5.3(b)條所賦予的權利而導致或引起或附帶引起所蒙受的任何損失、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任何索償。
- (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5.3(a)條所指的溝渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管槽、排煙道、導管、水路或水道（包括總水管）。

land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

**24 Clause No. 5.3 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 authorised 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 authorised 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. 5.3(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 authorised by any of them under Clause No. 5.3(b) of the said lease and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (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. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

**25 「該租契」條款第5.5條訂明：**

除非事先獲得「署長」的書面同意，否則「承租人」不得進行或允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、樓板、天台樓板或間隔結構，致使該單位內部連結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。

**25 Clause No. 5.5 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 residential 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 residential flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Lessee.

註： 請查閱批地文件全文及批地文件附圖以了解上述條款及批地文件中其他條款的全部詳情。批地文件的全文可於觀塘開源道33號建生廣場一樓內之綠置居銷售小組開放時間內免費查閱。

Note : For full details of the above provisions and other provisions in the Land Grant, please refer to the Land Grant and the plan annexed to the Land Grant. Full script of the Land Grant is available for inspection free of charge during opening hours at the the GSH Sales Unit on 1/F., Pioneer Place, 33 Hoi Yuen Road, Kwun Tong.

**A** 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 政府房舍

(i) 批地文件的有關條文

i. 「該租契」(見批地文件的摘要內的定義) 條款第3.19(a)至3.19(e)條及3.19(h)至3.19(j)條訂明：

- (a) 除「該租契」條款第3.19(b)及3.19(c)條另有規定外，「承租人」須自費以良好的工作方式興建、建造、提供及保養由政府、機構及社區設施組成的一間總樓面面積為不少於450平方米的「弱智人士輔助宿舍」(該房舍(包括根據「該租契」條款第3.19(b)及3.19(c)條進行的更改、改動、加建、擴展或改善工程)連同其他「署長」完全酌情決定(其決定為最終決定及對「承租人」具約束力)為該房舍專屬的任何地方、設施、服務設施及裝置，下稱「政府房舍」)。就「該租契」條款第3.19(a)條而言，如何構成一間「弱智人士輔助宿舍」由社會福利署署長決定，其決定為最終決定及對「承租人」具約束力。
- (b) 在整個「批租年期」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「該法團」；如語意容許，亦包括其繼承人及受讓人)在根據「該租契」條款第3.19(d)條獲轉讓「政府房舍」後(就「該租契」條款第3.19(b)條而言，不包括其受讓人)將擁有全權及可無須經「承租人」贊同或批准：

- (i) 完全酌情決定改變或更改「政府房舍」或其任何部分的用途；
- (ii) 完全酌情決定更改「政府房舍」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3.19(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、設備及機械進行。

現同意及聲明，政府、「署長」及「該法團」不須對「署長」或「該法團」為行使「該租契」條款第3.19(b)條賦予的權力所導致的或附帶的對「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」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「該法團」提出任何索償。

**A** Any Facilities that are Required under the Land Grant to be Constructed and Provided for the Government, or for Public Use

1. GOVERNMENT ACCOMMODATION

(i) Relevant Provisions of the Land Grant

i. Clause No. 3.19(a) to 3.19(e) and 3.19(h) to 3.19(j) of the said lease (as defined in the Summary of Land Grant) stipulate that:

- (a) Subject to Clause No. 3.19(b) and 3.19(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 one supported hostel for mentally handicapped persons having a total gross floor area of not less than 450 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clause No. 3.19(b) and 3.19(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) is hereinafter referred to as "the Government Accommodation"). For the purpose of Clause No. 3.19(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a supported hostel for mentally handicapped persons shall be final and binding on the Lessee.
- (b) Throughout the Lease Term 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 expression for the purpose 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 in his absolute discretion at any time the use of the Government Accommodation or any part thereof;
- (ii) to vary in his absolute discretion at any time 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 No. 3.19(b)(i) and 3.19(b)(ii) of the said lease.

And it is hereby agreed and declared that 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) 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「政府房舍」或其任何部分轉讓予「該法團」前，除非得到「署長」事先書面同意，否則「承租人」不得改變或更改「政府房舍」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，以空置管有、無產權負擔或受制於現有租約或特許證或兩者（如有）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)條指明的不分割份數，連同獨有使用、佔用和享用「政府房舍」的權利，轉讓予「該法團」而不收取任何費用。
- (e) 根據「該租契」條款第3.19(d)條轉讓予「該法團」的屬於整個「該土地」的不分割份數的數目將由「署長」按照「政府房舍」所佔的總樓面面積與所有已建或擬建於「該土地」內的建築物的總樓面面積的比例而訂定，「署長」就這方面訂定的數目為最終決定，並對「承租人」具約束力。
- (h) 「署長」在「政府房舍」根據「該租契」條款第3.19(d)條轉讓之前，有權於任何時間要求，而「承租人」須按要求及「署長」可能認為合適的條款及條件將「政府房舍」的空置管有權交予政府供其獨有使用、佔用和營運。
- (i) (i) 受限於「該租契」條款第3.20(a)(ii)(l)條所述「該法團」的任何分擔，「承租人」在整個「批租年期」期間須自費保養以下項目（以下統稱「該等項目」），並在所有方面令「署長」滿意：
- (I) 非獨立式的「政府房舍」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他該「政府房舍」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (II) 所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；
  - (III) 構成為「政府房舍」及「該土地」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備（包括但不限於可攜及不可攜的防火裝置裝備）；
  - (IV) 所有「政府房舍」下面的結構樓板連同其之內及其之下的排水系統；及
- (c) Subject to Clause No. 3.19(b) of the said lease, prior to the Lessee's assignment of the Government Accommodation 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, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any), at the expense of the Lessee, 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 together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation.
- (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.
- (h) 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 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 Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.20(a)(ii)(l) 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 or 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;
  - (IV) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

- (V) 所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的公共部分及設施。
- (ii) 「承租人」須就「承租人」未有保養「該等項目」所引致或造成的所有責任、損失、費用、索償、開支、支出、要求、法律行動及訴訟（不論任何性質）對政府及「該法團」作出彌償，並使政府及「該法團」持續獲得彌償。
- (iii) 僅就「該租契」條款第3.19(i)(i)及3.19(i)(ii)條而言，「承租人」一詞不包括「該法團」。
- (iv) 就「該租契」條款第3.19(i)(i)(I)條而言，倘若「政府房舍」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府房舍」須被視為獨立式。
- (v) 倘若「承租人」及「該法團」沒有達成共識，「署長」就有關「政府房舍」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。
- (j) 儘管「該租契」條款第3.19(d)條有所規定，「承租人」須應「署長」的要求，及按照社會福利署署長可能決定的其他條款及條件，以象徵式的租金將「政府房舍」或其任何部分分租予「該法團」或社會福利署署長不時提名的其他人士。
- ii. 「該租契」條款第3.20(a)(ii)(I)至3.20(a)(ii)(III)條訂明：**
- (a) (ii) 「公契」須按「署長」批准或要求以指定形式及包括指定條款，其中特別包括以下條款：
- (I) (A) 「該法團」作為「政府房舍」的業主須負責其保養及管理事宜，但無須負責保養及管理「該土地」上發展項目的其餘部分；
- (B) 「該法團」作為「政府房舍」的業主須就實際供「政府房舍」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保養費。然而，「該法團」的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「政府房舍」所佔總樓面面積與已建或擬建於「該土地」上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由「政府房舍」的轉讓契的日

- (V) 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) For the purposes of Clause No. 3.19(i)(i) and 3.19(i)(ii) of the said lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of Clause No. 3.19(i)(i)(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 of Social Welfare may nominate from time to time and on such other terms and conditions as may be determined by the Director of Social Welfare.
- ii. Clause No. 3.20(a)(ii)(I) to 3.20(a)(ii)(III) of the said lease stipulates that:**
- (a) (ii) the DMC must be in a form and contain the provisions which 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 Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation 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 other 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 Government Accommodation 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 Government Accommodation 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

期起計。此外，除非及直至政府產業署署長或「署長」就此提名的人士已經以書面批准有關管理及保養費金額，「該法團」將無須對管理及保養費承擔繳付責任；及

- (C) 「該法團」作為「政府房舍」的業主無須就發展項目任何其他部分（不論是否「該租契」條款第3.20(a)(vi)條所指的「公用地方」或其他）攤付任何管理及保養費，亦無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以其它方式惠及「政府房舍」的任何設施或服務的提供攤付任何管理及保養費。

(II) 「該法團」無須繳付以下費用：

- (A) 管理費按金；  
 (B) 資本設備基金，事前經由政府產業署署長或「署長」就此提名的人士批准而確實服務「政府房舍」或由該處佔用人、其受僱人、承辦商、代理或訪客使用的設施及服務相關的資本償還除外；  
 (C) 「政府房舍」相關的保險保費；  
 (D) 裝修泥頭清理費；及  
 (E) 逾期未繳管理及保養費的罰款；  
 或同類付款。

(III) 「該法團」、其承租人、租戶、特許持有人、獲其授權的人士及「政府房舍」現任業主及佔用人擁有下列權利、特權及地役權的權益：

- (A) 「政府房舍」享有庇護、支撐物及保護的權利；  
 (B) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於「批租年期」內於「該土地」的任何部分及「該土地」上的發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府房舍」的權利；  
 (C) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何「政府房舍」或其任何部分專用的服務與設

first been approved in writing by the Government Property Administrator or other person nominated by the Director for this purpose; and

- (C) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether the Common Areas referred to in Clause No. 3.20(a)(vi) of 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 other person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation.

(II) FSI 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 other person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors;  
 (C) insurance premium in respect of the Government Accommodation;  
 (D) debris removal fee; and  
 (E) penalty charges on late payment of management and maintenance charges; or payment of a like nature.

(III) FSI, its lessees, tenants, licensees and persons authorised 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 Lease Term 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 the services and facilities within the said land and serving all those parts of the development on the said land other than the Government Accommodation;

- 施(下稱「政府房舍服務」)的權利,而無須向「承租人」支付任何費用。但是,在進行上述「政府房舍服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施,以確保不會對「該土地」內及服務除「政府房舍」外「該土地」上發展項目的所有部分的服務及設施造成損壞;
- (D) 為正確地使用及享用「政府房舍」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」條款第3.20(a)(vi)條中所指的「公用地方」,以及使用和享用「該土地」或其任何部分內或「該土地」上發展項目的任何公用設施的權利;
- (E) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人,及不論是否攜帶工具、裝備、設備、機器、物料或汽車進入「該土地」或「該土地」上發展項目的任何部分的權利,以便於「政府房舍」或其任何部分擴建或進行保養、維修、加建及改建工程,以及進行「政府房舍服務」或其任何部分的保養、維修、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「政府房舍」的通行權;
- (G) 在「政府房舍」或其任何部分內、周圍及邊界上的牆、圓柱及其他結構組件檢驗、安裝、建設、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權,及進入「該土地」或其任何部分或其上的發展項目任何部分的通行權,不論是否連同受僱人、工人及其他人,及不論是否攜帶工具、設備、裝備、機械及物料,以便檢驗、安裝、建設、展示、陳列、保養、維修、拆除及更新此等招牌及廣告;
- (H) 固定於「政府房舍」的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程,設備及物料的通行權;
- (D) the right to go, pass and repass over and along and to use the Common Areas referred to in Clause No. 3.20 (a)(vi) of the said lease in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the said land or any part thereof or the development thereon;
- (E) the right at all reasonable times with or without surveyors, contractors, workmen or others and with or without tools, equipment, plant, machinery, material or motor vehicles 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 or others and with or without tools, equipment, plant, machinery, material or motor vehicles for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (I) 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 or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the development on the said land with or without servants, workmen or others and with or without tools, equipment, plant, machinery, material or motor vehicles; and
- (J) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.



- (I) 改變及運行「政府房舍」或於「政府房舍」內、周圍、其範圍內、其上及其下的牆、圓柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該土地」或「該土地」上的發展項目任何部分的相關通行權，不論是否連同受僱人、工人及其他人，及不論是否攜帶工具、設備、裝備、機械、物料或汽車；及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

### (ii) 「公契」的有關條文

- i. 根據「公契」第一節第1條，以下詞語各自的定義如下：

「政府房舍」指包含現已或將會按照「該租契」條款第3.19(a)條於「該土地」及「屋苑」提供或建造的「弱智人士輔助宿舍」（包括該處按照「該租契」第3.19條之(b)及(c)款的規定進行的改動、改建、加建、擴建或改善工程），以及地政總署署長完全酌情決定（其決定為最終決定並對所有「業主」具約束力）為該處不時專用的任何其他地方、設施、服務及裝置），現於「公契」所夾附46頁的圖則以**靛藍色**之第40頁顯示，以資識別。

「該等項目」指「該租契」條款第3.19(i)(i)條中闡明定義的「該等項目」，包括(i)不是獨立式的「政府房舍」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他該「政府房舍」的、以內、周圍、內部、上方及以下的其他結構性元素；(ii)所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；(iii)構成為「政府房舍」及「該土地」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備（包括但不限於可攜及不可攜的防火裝置裝備；(iv)所有「政府房舍」下面的結構樓板連同其之內及其之下的排水系統；及(v)所有為「政府房舍」及「該土地」上的發展項目的餘下部分而設的公共部分及設施。

「弱智人士輔助宿舍」指「該租契」條款第3.19(a)條具體指明的「弱智人士輔助宿舍」，並構成「政府房舍」的一部分；

- ii. 根據「公契」第四節第16(a)條，「政府房舍」須由「政府房舍」的「業主」管理及保養。
- iii. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條有所規定，「經理人」須按「政府房舍」的「業主」的書面要求，對「政府房舍」獨有使用的服務、設施及裝置進行保養。但是，「政府房舍」的「業主」

### (ii) Relevant Provisions of the Deed of Mutual Covenant (“DMC”)

- i. Pursuant to Clause 1 of Section 1 of the DMC, the following terms shall have the respective definitions as stated below:

“Government Accommodation” shall mean such part or parts of the Estate comprising the SHMHP provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause No. 3.19(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.19 of the said lease and together with any other areas, facilities, services and installations exclusive thereto from time to time as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners)), which for the purpose of identification only, is/are shown coloured **indigo** on page 40 of 46 of the plan(s) annexed to the DMC;

“Items” shall mean the Items as defined in Clause No. 3.19(i)(i) of the said lease which shall include (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 or 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 Estate; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

“Supported Hostel for Mentally Handicapped Persons” or “SHMHP” shall mean “the supported hostel for mentally handicapped persons” as more particularly referred to in Clause No. 3.19(a) of the said lease, and which forms part of the Government Accommodation.

- ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation shall be managed and maintained by the Owner of the Government Accommodation.
- iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC above, upon the request in writing of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, PROVIDED THAT the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under Clause 16(b) of Section IV of the DMC shall be separated from the Management Expenses and shall not affect the Management Expenses including the manager's remuneration payable by the other Owners.

須付還「經理人」於進行該保養所支付的費用，前提是除非及直至「經理人」已遞交費用估算連同證明文件及「政府房舍」的「業主」認為必需的任何其他相關資料，而「政府房舍」的「業主」須已書面批准該費用估算及「經理人」將進行的保養工程，否則不得進行該保養。然而，「經理人」為履行「公契」第四節第16(b)條下的責任所引致的費用及支出需與「管理支出」分開，而不得影響該「管理支出」包括其他「業主」應繳的「管理支出」。

- iv. 根據「公契」第四節第17條，「該等項目」須由「經理人」代「業主」管理及保養。所有「業主」（作為「政府房舍」的「業主」的「該法團」除外）須就「經理人」代「業主」未有管理及保養「該等項目」而引致或造成的一切責任、損害、開支、索償、費用、支出、要求、法律行動及訴訟（不論任何類型）彌償「該法團」，並使「該法團」持續獲到彌償。
- v. 根據「公契」第六節第38(d)條，儘管「公契」第六節第38條之(a)款有所規定，由「政府房舍」被轉讓予「該法團」的日期開始（包括當天），「該法團」須支付相關月費。然而，就直接服務、惠及或供該處的佔用人、其受僱人、承辦商、代理或訪客使用的「政府房舍」的地方、設施、服務及「該等項目」而言，該費用的金額由政府產業署署長或地政署署長就此提名的人士決定，但該責任不得超過根據「政府房舍」管理份數佔「屋苑」整體管理份數的比例計算的百分比。但是，除非及直至該金額已獲政府產業署署長或其代名人或其它由地政署署長就此提名的人士書面批准，否則「該法團」不對任何月費承擔繳付責任。為免生疑問，「公契」第六節第48(b)條並不受「公契」所述的任何事項影響。
- vi. 根據「公契」第六節第48(a)條，儘管「公契」另有規定，「該法團」作為「政府房舍」的「業主」不須繳付以下費用：
  - (i) 「公契」第六節第35(a)條所指的管理費按金；
  - (ii) 「公契」第六節第35(b)條所指，就實際上服務「政府房舍」或供該處的佔用人、其受僱人、承辦商、代理或訪客使用的「政府房舍」的設施及服務而言，由政府產業署署長或其代名人或地政署署長就此提名的人士事先批准的攤付費用及資本設備基金（如有），資本支出除外，但該責任不得超過根據「政府房舍」管理份數佔「屋苑」整體管理份數的比例計算的百分比；
  - (iii) 「政府房舍」相關的保險保費；
  - (iv) 裝修泥頭清理費；
  - (v) 逾期未繳管理及保養費的罰款；
 或同類付款。
- iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager on behalf of the Owners. All Owners (save and except FSI as the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government for 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 Manager on behalf of the Owners to manage and maintain the Items.
- v. Pursuant to Clause 38(d) of Section VI of the DMC, notwithstanding the provisions of sub-clause (a) of Clause 38 of Section VI of the DMC, as from and including the date of assignment of the Government Accommodation to FSI, FSI shall pay the monthly sum in respect thereof PROVIDED THAT the sum shall be as determined by the G.P.A. or such other person nominated by the Director of Lands for this purpose in respect of the areas, facilities and services and the Items which directly serve or benefit the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT FSI shall incur no liability for payment of any monthly sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.
- vi. Pursuant to Clause 48(a) of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, FSI as the Owner of the Government Accommodation shall not be liable for any payment of:
  - (i) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;
  - (ii) contribution to the Special Fund referred to in Clause 35(b) of Section VI of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be approved by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate;
  - (iii) insurance premium in respect of the Government Accommodation;
  - (iv) debris removal fees;
  - (v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges;
 or payment of a like nature.
- vii. Pursuant to Clause 48(b) of Section VI of the DMC, for the avoidance of doubt, save and except as provided under Clause No. 3.20(a)(ii)(I) and 3.20(a)(ii)(II) of the said lease, FSI as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the said land and the Estate and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of

- vii. 根據「公契」第六節第48(b)條，為免生疑問，除「該租契」條款第3.20(a)(ii)(I)及3.20(a)(ii)(II)條另有規定，「該法團」作為「政府房舍」的「業主」，沒有責任攤付與「該土地」及「屋苑」其餘部分有關的任何管理及保養費用，尤其是沒有責任繳付「屋苑」的「公用地方與設施」及「該等項目」引起的任何管理及保養費用。「該法團」作為「政府房舍」的「業主」亦獲豁免遵從任何裝修規則（如有）及使用房委會（作為第一業主）或經理人提名的任何保養或服務承辦商。
- viii. 根據「公契」第七節第63(a)條，儘管「公契」另有規定，「該法團」作為「政府房舍」的「業主」不須就「該土地」及「屋苑」的任何其他部分（不論是「公用地方與設施」或「該等項目」或其它）的攤付費用承擔責任，並無須對政府產業署署長或地政署署長就此提名的人士認為並非直接服務或以其它方式直接惠及「政府房舍」的設施或服務的提供承擔責任。此外，「政府房舍」的「業主」無須對「該土地」及「屋苑」的任何其他部分（不論是「公用地方與設施」或「該等項目」或其它）的任何管理及保養費用承擔繳付的責任，除非及直至「政府房舍」的「業主」，或政府產業署署長或其代名人或地政署署長就此提名的人士（倘若「政府房舍」的「業主」為「該法團」）事先書面批准該金額。
- ix. 根據「公契」附表二B部第(a)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於「經理人」在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」或其任何部分的全權及特權，以作為供「該土地」及「屋苑」享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或服務之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使「本公契」或「副公契」（如有者）訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復，倘若因「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。但是，如需進入有關「政府房舍」或其任何部分，須獲得「該法團」或政府產業署署長或其代名人的事先批准（緊急狀況除外），「經理人」須對任何由該進入對「政府房舍」造成的損壞而產生的所有費用及支出負責。

the Common Areas and Facilities of the Estate and the Items. FSI as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the HA (as first owner) or the Manager.

- viii. Pursuant to Clause 63(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC, FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is FSI, by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose.
- ix. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and to abate any hazard or nuisance and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-DMC (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused and PROVIDED FURTHER THAT in respect of the Government Accommodation or any part thereof, the prior approval of FSI or G.P.A. or its nominee for any such entry shall be required (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

## 2. 行人天橋接駁位及升降機塔接駁位

### (i) 批地文件的有關條文

「該租契」條款第3.25(a)至3.25(g)條訂明：

- (a) (i) 「承租人」(僅就「該租契」條款第3.25(a)(i)條而言,不包括「承租人」的受讓人),在房屋署署長要求時由「承租人」自費和在房屋署署長所指定的時限內,提供及其後管理、保養及維修在附錄於「該圖則」上顯示及標明為Q點及R點之間並位於房屋署署長要求或批准的水平的「該土地」上已建或擬建的建築物周界的結構支撐物和接駁位,使其處於修繕妥當的狀況,令房屋署署長滿意(該等結構支撐物和接駁位下統稱「行人天橋接駁位」,包括任何此表述的任何修訂、更改、增訂、更新或更換),以接收及連接一可能在相鄰或毗鄰「該土地」的政府土地上建造、及於「該圖則」上顯示及標明為「擬建行人天橋」的未來行人天橋(下稱「擬建行人天橋」,包括對其的任何更改、更新或更換)。
- (ii) 政府及任何可能獲政府授權的人均獲保留「該圖則」上顯示及標明位於Q點及R點之間並位於房屋署署長要求或批准的水平的支撐物的權利及連接「擬建行人天橋」至「行人天橋接駁位」的權利,而不需支付任何費用及收費。
- (iii) 在整個「批租年期」內,政府及任何可能獲政府授權的人均獲保留所有必需的權利,以佔用房屋署署長可能要求的「該土地」的部分,作建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」的用途,並用作其後視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建行人天橋」的用途。
- (b) (i) 「承租人」(僅就「該租契」條款第3.25(b)(i)條而言,不包括「承租人」的受讓人),在土木工程拓展署署長或路政署署長要求時,自費並在土木工程拓展署署長或路政署署長指定的時限內,建造、提供及其後管理、保養及維修「該圖則」上顯示及標明為位於F1點及G點之間、並位於土木工程拓展署署長或路政署署長要求或批准的水平的支撐物和接駁位,使其處於修繕妥當的狀況,使土木工程拓展署署長或路政署署長滿意(該支撐物和接駁位下稱「升降機塔接駁位」,包括對其的任何修訂、更改、增訂、更新或更換)以接收及連接一可能在相鄰或毗鄰「該土地」的政府土地上建造、具有高架行人路的擬建升降機塔,在「該圖則」上的大約位置顯示及標明為「擬建升降機塔高架行人路」(下稱「擬建升降機塔高架行人路」,包括對其的任何更改、更新或更換)。

## 2. FOOTBRIDGE CONNECTION AND LIFT TOWER CONNECTION

### (i) Relevant Provisions of the Land Grant

Clause No. 3.25(a) to 3.25(g) of the said lease stipulates that:

- (a) (i) The Lessee (which expression for the purpose of Clause No. 3.25(a)(i) of the said lease only shall not include the Lessee's assigns) shall when called upon to do so by the Director of Housing, at the Lessee's own expense and within such time limit as shall be specified by the Director of Housing construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Housing structural supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land between the points Q and R shown and marked on the Plan and at such levels as shall be required or approved by the Director of Housing (which structural supports and connections are hereinafter collectively referred to as "the Footbridge Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a future footbridge which may be constructed over the Government land adjacent to or adjoining the said land at the approximate position shown and marked "PROPOSED FOOTBRIDGE" on the Plan (hereinafter referred to as "the Proposed Footbridge" which expression shall include any alteration thereto or any renewal or replacement thereof).
- (ii) There is reserved unto the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Proposed Footbridge to the Footbridge Connection at a location between the points Q and R shown and marked on the Plan and at such levels as shall be required or approved by the Director of Housing.
- (iii) Throughout the Lease Term, there is excepted and reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Housing for the purposes of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection and thereafter inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Footbridge.
- (b) (i) The Lessee (which expression for the purpose of Clause No. 3.25 (b)(i) of the said lease only shall not include the Lessee's assigns) shall when called upon to do so by the Director of Civil Engineering and Development or the Director of Highways, at the Lessee's own expense and within such time limit as shall be specified by the Director of Civil Engineering and Development or the Director of Highways construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Civil Engineering and Development or the Director of Highways supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land between the points F1 and G shown and marked on the Plan and at such levels as shall be required or approved by the Director of Civil Engineering and Development or the Director of Highways

- (ii) 政府獲保留於「該圖則」上顯示及標明位於F1點及G點之間、並位於土木工程拓展署署長或路政署署長要求或批准的水平的支撐物的權利及連接「擬建升降機塔高架行人路」至「升降機塔接駁位」的權利，而不需支付任何費用及收費。
- (iii) 在整個「批租年期」內，政府獲預留及保留所有必需的佔用權，以佔用任何土木工程拓展署署長或路政署署長可能要求的「該土地」的部分，作建造「擬建升降機塔高架行人路」及連接「擬建升降機塔高架行人路」至「升降機塔接駁位」的用途。
- (iv) 在整個「批租年期」內，政府獲預留及保留所有必需的佔用權，以佔用任何路政署署長可能要求的、在「該圖則」上顯示為粉紅色加黑色斜線的「該土地」的部分的地方（下稱「粉紅色加黑色斜線區域」），作視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建升降機塔高架行人路」的用途。
- (c) 倘若「承租人」未能履行「該租契」條款第3.25(a)(i)及3.25(b)(i)條下的任何責任，政府可由「承租人」出資進行必要的建造、設備、保養及維修工程，「承租人」須在被要求時向政府支付相等於該工程費用的款項，「署長」的決定為最終決定及對「承租人」具有約束力。
- (d) (i) 政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士，或獲政府授權建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」的人士均有權在任何合理時候及在給予「承租人」事先通知後攜同或不攜同工具、器具、設備、機器或車輛，自由及無限制地出入、經過及再經過「該土地」或其任何部分或在其上的已建或擬建的建築物或其任何部分，旨在建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」，及「該租契」條款第3.25(a)(i)及3.25(c)條下實施、視察、檢查及監督的工程。
- (ii) 政府及其人員、代理人、特許持有人、獲政府正式授權的承辦商及工人或其他人士，或獲政府授權建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」的人士毋須就他或他們履行「該租契」條款第3.25(a)(i)條下「承租人」的責任，或就政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士、或獲政府授權建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」的人士行使「該租契」條款第3.25(a)(ii)、3.25(a)(iii)、3.25(c)及3.25(d)(i)條授予的權利，或其他事情導致的或附帶的所造成的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不得就任何上述損失、損害、滋擾或干擾向它或他們提出索償。

(which supports and connections are hereinafter collectively referred to as "the Lift Tower Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a proposed lift tower with elevated walkway which may be constructed on the Government land adjacent to or adjoining the said land at the approximate position shown and marked "PROPOSED LIFT TOWER ELEVATED WALKWAY" on the Plan (hereinafter referred to as "the Proposed Lift Tower Elevated Walkway" which expression shall include any alteration thereto or any renewal or replacement thereof).

- (ii) There is reserved unto the Government free of all costs and charges a right of support and a right to connect the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection at a location between the points F1 and G shown and marked on the Plan and at such levels as shall be required or approved by the Director of Civil Engineering and Development or the Director of Highways.
- (iii) Throughout the Lease Term, there is excepted and reserved unto the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Civil Engineering and Development for the purposes of constructing the Proposed Lift Tower Elevated Walkway and connecting the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection.
- (iv) Throughout the Lease Term, there is excepted and reserved unto the Government all necessary rights of occupation of such part or parts of that portion of the said land shown coloured pink hatched black on the Plan (hereinafter referred to as "the Pink Hatched Black Area") as may be required by the Director of Highways for the purposes of inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Lift Tower Elevated Walkway.
- (c) In the event of the non-fulfilment of any of the Lessee's obligations under Clause No. 3.25(a)(i) and 3.25(b)(i) of the said lease, the Government may carry out the necessary construction, provision, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the costs thereof, such sum to be determined by the Director whose determination shall be final and binding on the Lessee.
- (d) (i) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of free and unrestricted ingress, egress and regress to and from the said land or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purposes of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection and the carrying out, inspecting, checking and supervising of the works under Clause No. 3.25(a)(i) and 3.25(c) of the said lease.
- (ii) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such

- (e) (i) 政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士有權在任何合理時候及在給予「承租人」事先通知後攜同或不攜同工具、器具、設備、機器或車輛，自由及無限制地出入、經過及再經過「該土地」或其任何部分或在其上的已建或擬建的建築物或其任何部分，旨在建造「擬建升降機塔高架行人路」及連接「擬建升降機塔高架行人路」至「升降機塔接駁位」，及「該租契」條款第3.25(b)(i)及3.25(c)條下實施、視察、檢查及監督的工程。
- (ii) 政府及其人員、代理人、特許持有人、獲政府正式授權的承辦商及工人或其他人士毋須就他或他們履行「該租契」條款第3.25(b)(i)條下「承租人」的責任，或就政府及其人員、代理人、特許持有人、獲其正式授權的承辦商及工人或其他人士行使「該租契」條款第3.25(b)(ii)、3.25(b)(iii)、3.25(b)(iv)、3.25(c)及3.25(e)(i)條授予的權利，或其他事情導致的或附帶的所造成的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不得就任何上述損失、損害、滋擾或干擾向它或他們提出索償。
- (f) 為免生疑問，「承租人」在此確認及同意政府絕不保證「擬建行人天橋」或「擬建升降機塔高架行人路」將在未來興建。假如「擬建行人天橋」或「擬建升降機塔高架行人路」或其任何部分沒有在未來興建，政府對「承租人」因由其導致的或其與之相關的任何索償、損失或損害不承擔任何責任。
- (g) 就「該租契」條款第3.25(a)(i)、3.25(b)(i)及3.25(c)條而言，「承租人」一詞不包括「該法團」。

## (ii) 「公契」的有關條文

- i. 根據「公契」第一節第1條，以下詞語各自的定義如下：
- 「行人天橋接駁位」指「該租契」條款第3.25(a)條具體所載接收及連接「擬建行人天橋」的「行人天橋接駁位」，及在附於「該租契」的圖則上由P點與Q點之間的周界作起點標示，以資識別；
- 「升降機塔接駁位」指「該租契」條款第3.25(b)(i)條具體所載接收及連接「擬建升降機塔高架行人路」的「升降機塔接駁位」，及在附於「該租契」的圖則上由F1點與G點之間的周界作起點標示，以資識別；
- 「擬建行人天橋」指（在不影響「該租契」條款第3.25(a)、3.25(c)及3.25(d)條之規定的情況下）可能在毗連或毗鄰「該土地」的政府土地及在附於「該租契」的圖則上顯示及標明為「擬建行人天橋」的

rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.25(a)(i) of the said lease or the exercise by the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government or such person or persons to whom such rights of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection are granted by the Government of the rights conferred under Clause No. 3.25(a)(ii), 3.25(a)(iii), 3.25(c) and 3.25(d)(i) of the said lease or otherwise, 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 Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of free and unrestricted ingress, egress and regress to and from the said land or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purposes of constructing the Proposed Lift Tower Elevated Walkway and connecting the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection and the carrying out, inspecting, checking and supervising of the works under Clause No. 3.25(b)(i) and 3.25(c) of the said lease.
- (ii) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.25(b)(i) of the said lease or the exercise by the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorised by the Government of the rights conferred under Clause No. 3.25(b)(ii), 3.25(b)(iii), 3.25(b)(iv), 3.25(c) and 3.25(e)(i) of the said lease or otherwise, 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) For the avoidance of doubt, the Lessee hereby acknowledges and agrees that the Government in no way warrants that the Proposed Footbridge or the Proposed Lift Tower Elevated Walkway will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Proposed Footbridge or the Proposed Lift Tower Elevated Walkway or any part or parts thereof is not constructed.
- (g) For the purposes of Clause No. 3.25(a)(i), 3.25(b)(i) and 3.25(c) of the said lease only, the expression "Lessee" shall exclude FSI.

## (ii) Relevant Provisions of the DMC

- i. Pursuant to Clause 1 of Section 1 of the DMC, the following terms shall have the respective definitions as stated below:

大概位置興建的擬建行人天橋，並在「該租契」條款第3.25(a)條具體述明；

「擬建升降機塔高架行人路」指（在不影響「該租契」條款第3.25(b)、3.25(c)及3.25(e)條之規定的情況下）可能在毗連或毗鄰「該土地」的政府土地及在附於「該租契」的圖則上顯示及標明為「擬建升降機塔高架行人路」的大概位置興建的擬建升降機塔高架行人路，並在「該租契」條款第3.25(b)條具體述明；

- ii. 根據「公契」第四節第20(av)條，「經理人」具有權力、職能及責任促致香港房屋委員會建造、提供並於其後管理、保養及維修「行人天橋接駁位」以使其接收及連接「該租契」條款第3.25(a)(i)條所指的「擬建行人天橋」，令房屋署署長滿意。
- iii. 根據「公契」第四節第20(aw)條，「經理人」具有權力、職能及責任促致香港房屋委員會建造、提供並於其後管理、保養及維修「升降機塔接駁位」以使其接收及連接「該租契」條款第3.25(b)(i)條所指的「擬建升降機塔高架行人路」，令土木工程拓展署署長或路政署署長滿意。
- iv. 根據「公契」附表二B部第(d)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於：
  - (i) 根據「該租契」條款第3.25(a)(ii)條，政府及任何可能獲政府授權的人士所享有支撐及連接「該租契」條款第3.25(a)(i)條所指的「擬建行人天橋」至「行人天橋接駁位」的權利，而不需支付任何費用及收費。
  - (ii) 根據「該租契」條款第3.25(a)(iii)條，政府及任何可能獲政府授權的人的佔用權，以佔用房屋署署長可能要求的「該土地」的部分，作建造「擬建行人天橋」及連接「擬建行人天橋」至「行人天橋接駁位」的用途，並用作其後視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建行人天橋」的用途。
- v. 根據「公契」附表二B部第(e)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於：
  - (i) 根據「該租契」條款第3.25(b)(ii)條，支撐物的權利及連接「該租契」條款第3.25(b)(i)條所指的「擬建升降機塔高架行人路」至「升降機塔接駁位」的權利，而不需支付任何費用及收費。
  - (ii) 根據「該租契」條款第3.25(b)(iii)條，政府的佔用權，以佔用任何土木工程拓展署署長或路政署署長可能要求的「該土地」的部分，作建造「擬建升降機塔高架行人路」及連接「擬建升降機塔高架行人路」至「升降機塔接駁位」的用途。

“Footbridge Connection” shall mean “the Footbridge Connection” as more particularly referred to in Clause No. 3.25(a) of the said lease to receive and connect the Proposed Footbridge and for identification purpose only as shown at and from the perimeters approximately between the points marked “Q” and “R” on the plan annexed to the said lease;

“Lift Tower Connection” shall mean “the Lift Tower Connection” as more particularly referred to in Clause No. 3.25(b)(i) of the said lease to receive and connect the Proposed Lift Tower Elevated Walkway and for identification purpose only as shown at and from the perimeters between the points marked “F1” and “G” on the plan annexed to the said lease;

“Proposed Footbridge” shall mean, without prejudice to Clause No. 3.25(a), 3.25(c) and 3.25(d) of the said lease, the proposed footbridge which may be constructed over the Government land adjacent to or adjoining the said land at the approximate position shown and marked “PROPOSED FOOTBRIDGE” on the plan annexed to the said lease as more particularly referred to in Clause No. 3.25(a) of the said lease;

“Proposed Lift Tower Elevated Walkway” shall mean, without prejudice to Clause No. 3.25(b), 3.25(c) and 3.25(e) of the said lease, the proposed lift tower with elevated walkway which may be constructed on the Government land adjacent to or adjoining the said land at the approximate position shown and marked “PROPOSED LIFT TOWER ELEVATED WALKWAY” on the plan annexed to the said lease as more particularly referred to in Clause No. 3.25(b) of the said lease.

- ii. Pursuant to Clause 20(av) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to procure the Hong Kong Housing Authority to construct, provide and thereafter manage, maintain and repair to the satisfaction of the Director of Housing the Footbridge Connection to receive and connect the Proposed Footbridge referred to in Clause No. 3.25(a)(i) of the said lease.
- iii. Pursuant to Clause 20(aw) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to procure the Hong Kong Housing Authority to construct, provide and thereafter manage, maintain and repair to the satisfaction of the Director of Civil Engineering and Development or Director of Highways the Lift Tower Connection to receive and connect the Proposed Lift Tower Elevated Walkway referred to in Clause No. 3.25(b)(i) of the said lease.
- iv. Pursuant to Clause (d) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to –
  - (i) the right in favour of the Government and the person or persons to whom such right may be granted by the Government free of all costs and charges of support and to connect the Proposed Footbridge referred to in Clause No. 3.25(a)(i) of the said lease to the Footbridge Connection in accordance with Clause No. 3.25(a)(ii) of the said lease.
  - (ii) the right in favour of the Government or the person or persons to whom such rights may be granted by the Government of all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Housing for the purposes of constructing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Connection and thereafter inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Footbridge in accordance with Clause No. 3.25(a)(iii) of the said lease.

- (iii) 根據「該租契」條款第3.25(b)(iv)條，政府的佔用權，以佔用「粉紅色加黑色斜線區域」，作為在「粉紅色加黑色斜線區域」上興建「擬建升降機塔高架行人路」的部分及並作視察、管理、保養、維修、更新、更改、清潔、拆除及更換「擬建升降機塔高架行人路」的用途。

### 3. 排水渠及公用事業設施或其他服務

#### (i) 批地文件的有關條文

##### i. 「該租契」條款第4.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該土地」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 「署長」可進行連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠（如已建成及已啟用）的工程，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

##### ii 「該租契」條款第5.3條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何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」或其上面或下面或其任何部分的雨水渠、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、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利隨

- v. Pursuant to Clause (e) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to –
- (i) the right in favour of the Government, free of all costs and charges, of support and to connect the Proposed Lift Tower Elevated Walkway referred to in Clause No. 3.25(b)(i) of the said lease to the Lift Tower Connection in accordance with Clause No. 3.25(b)(ii) of the said lease.
- (ii) the right in favour of the Government of all necessary rights of occupation of such part or parts of the said land as may be required by the Director of Civil Engineering and Development for the purposes of constructing the Proposed Lift Tower Elevated Walkway and connecting the Proposed Lift Tower Elevated Walkway to the Lift Tower Connection in accordance with Clause No. 3.25(b)(iii) of the said lease.
- (iii) the right in favour of the Government, free of all costs and charges, of occupation of the Pink Hatched Black Area for the purposes of constructing part of the Proposed Lift Tower Elevated Walkway over the Pink Hatched Black Area and of inspecting, managing, maintaining, repairing, renewing, altering, cleansing, demolishing and replacing the Proposed Lift Tower Elevated Walkway in accordance with Clause No. 3.25(b)(iv) of the said lease.

### 3. DRAINS AND UTILITY OR OTHER SERVICES

#### (i) Relevant Provisions of the Land Grant

##### i. Clause No. 4.10 of the said lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the said land or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the said land, and the Lessee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the said land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.



時進出及返回「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5.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、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，惟政府毋須為「承租人」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得任何上述人士正式授權的人行使「該租契」條款第5.3(b)條所賦予的權利而引起或附帶引起及蒙受的任何損失、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索償。

- (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5.3(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）。

**(ii) 「公契」的有關條文**

- i. 請參閱上文第A1(ii)ix段。
- ii. 根據「公契」第四節第20(j)(1)及20(j)(2)條，「經理人」有權力、職能和責任保持以下設施處於修繕妥當的狀況。
  - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備；
  - (2) 不論位於「該土地」邊界範圍內、相鄰土地上或「政府」土地上，按該「租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。
- iii. 根據「公契」第四節第20(bc)條，「經理人」有權力、職能和責任以令地政總署署長滿意的方式建造和保養「該租契」條款第4.10(a)條所指的排水渠及渠道。

**ii. Clause No. 5.3 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 authorised 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 authorised 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. 5.3(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 authorised by any of them under Clause No. 5.3(b) of the said lease and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (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. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

**(ii) Relevant Provisions of the Deed of Mutual Covenant ("DMC")**

- i. Please see paragraph A1(ii)ix above.
- ii. Pursuant to Clause 20(j)(1) and 20(j)(2) of Section IV of the DMC, the Manager shall have the powers functions and obligations to keep in good repair and condition:
  - (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;
  - (2) the drains and channels whether within the boundaries of the said land or the land adjacent thereto or on Government land which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.

- iv. 根據「公契」第四節第20(bd)條，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(c)條所指的全部或任何水槽、喉管、電線、電纜、下水道、排水渠、明渠、暗渠、管道、煙道、導管、水路或水道（包括水管）。
- v. 根據「公契」第七節第54(a)(1)(iv)條，周年財政預算的第一部第一節應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物（專為「住宅大廈」而設者除外），以及位於「該土地」內或外專為「該土地」及／或「屋苑」提供服務（專為「住宅大廈」、「房委會房舍」或「政府房舍」而設者除外）或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vi. 根據「公契」第七節第54(b)(3)條，周年財政預算的第二部應包括現已或將會為支撐「住宅大廈」而建造的地基、支柱及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vii. 根據「公契」附表二B部第(b)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於水、污水、氣體及電力自由而不受干擾地通過及流動，穿過現時或此後任何時間可能位他擁有的「屋苑」部分或其任何部分內或下面的污水渠、排水渠、水道、電纜、水管和電線，或通過該「屋苑」部分或其任何部分的通行權。
- viii. 根據「公契」附表四第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。
- iii. Pursuant to Clause 20(bc) of Section IV of the DMC, the Manager shall have the powers functions and obligations to construct and maintain the drains and channels referred to in Clause No. 4.10(a) of the said lease to the satisfaction of the Director of Lands.
- iv. Pursuant to Clause 20(bd) of Section IV of the DMC, the Manager shall have the powers functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(c) of the said lease, all to be done to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 54(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the said lease.
- vi. Pursuant to Clause 54(b)(3) of Section VII of the DMC, the second part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks.
- vii. Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.
- viii. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

**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

**(i) 批地文件的有關條文**

請參閱上文第A1(i)(i)(i)、A2(i)(a)(i)、A2(i)(b)(i)及A2(i)(c)段。

**(ii) 「公契」的有關條文**

請參閱上文第A1(ii)iv、A3(i)i(b)、A3(ii)v及A3(ii)vi段。

**C** 根據批地文件規定須由該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** 該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。

**B** **Any Facilities that are Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development**

**(i) Relevant Provisions of the Land Grant**

Please see paragraphs A1(i)(i)(i), A2(i)(a)(i), A2(i)(b)(i) and A2(i)(c) above.

**(ii) Relevant Provisions of the DMC**

Please see paragraphs A1(ii)iv, A3(i)i(b), A3(ii)v and A3(ii)vi above.

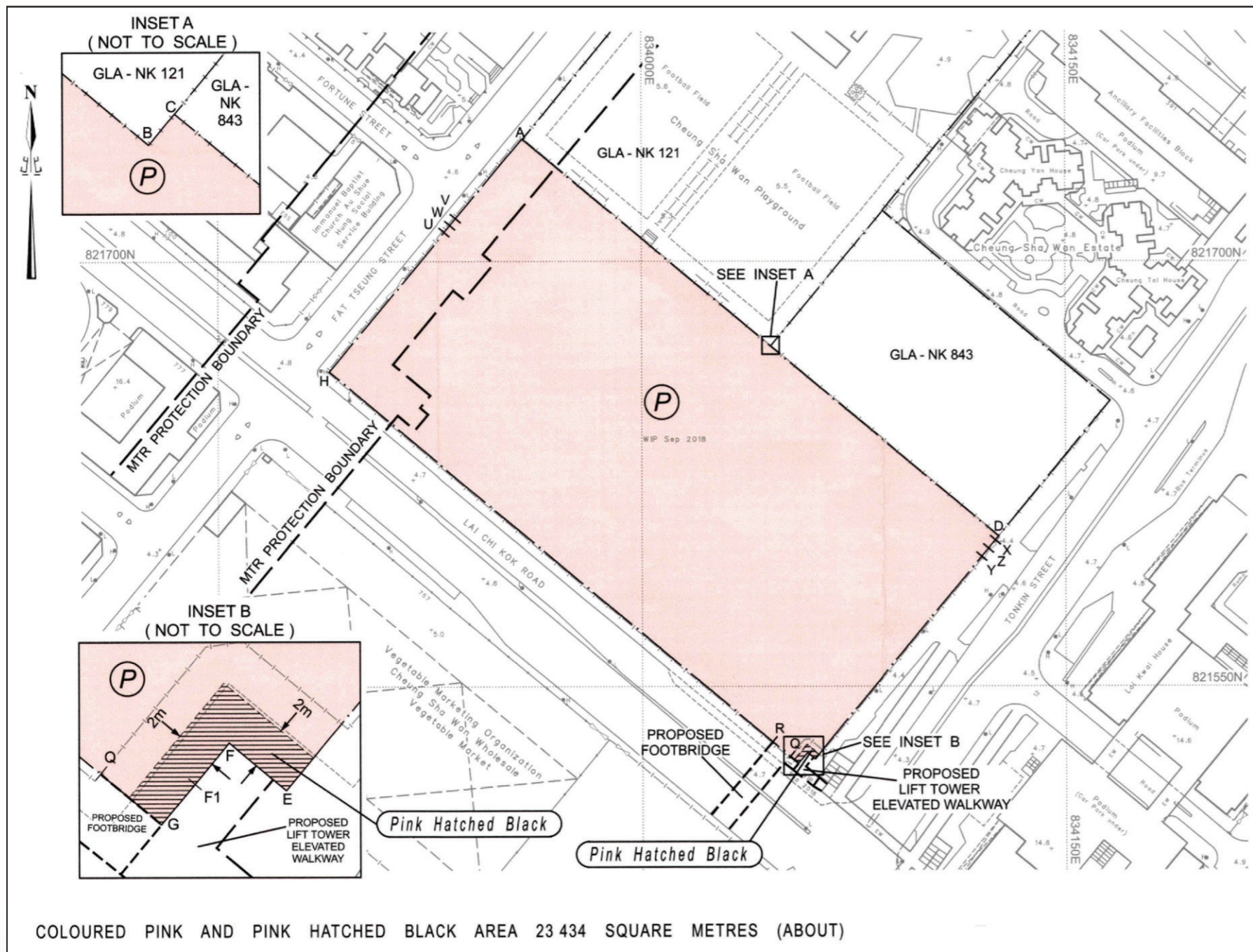
**C** **Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development**

Not applicable.

**D** **Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)**

Not applicable.

麗翠苑該租契附圖(摘錄)  
Extract of Plan Annexed to the said lease of Lai Tsui Court



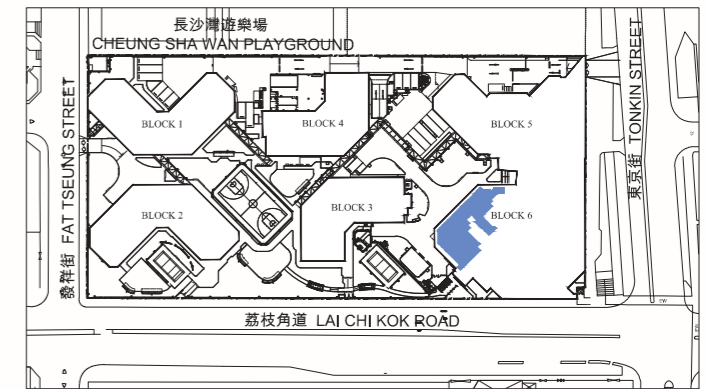
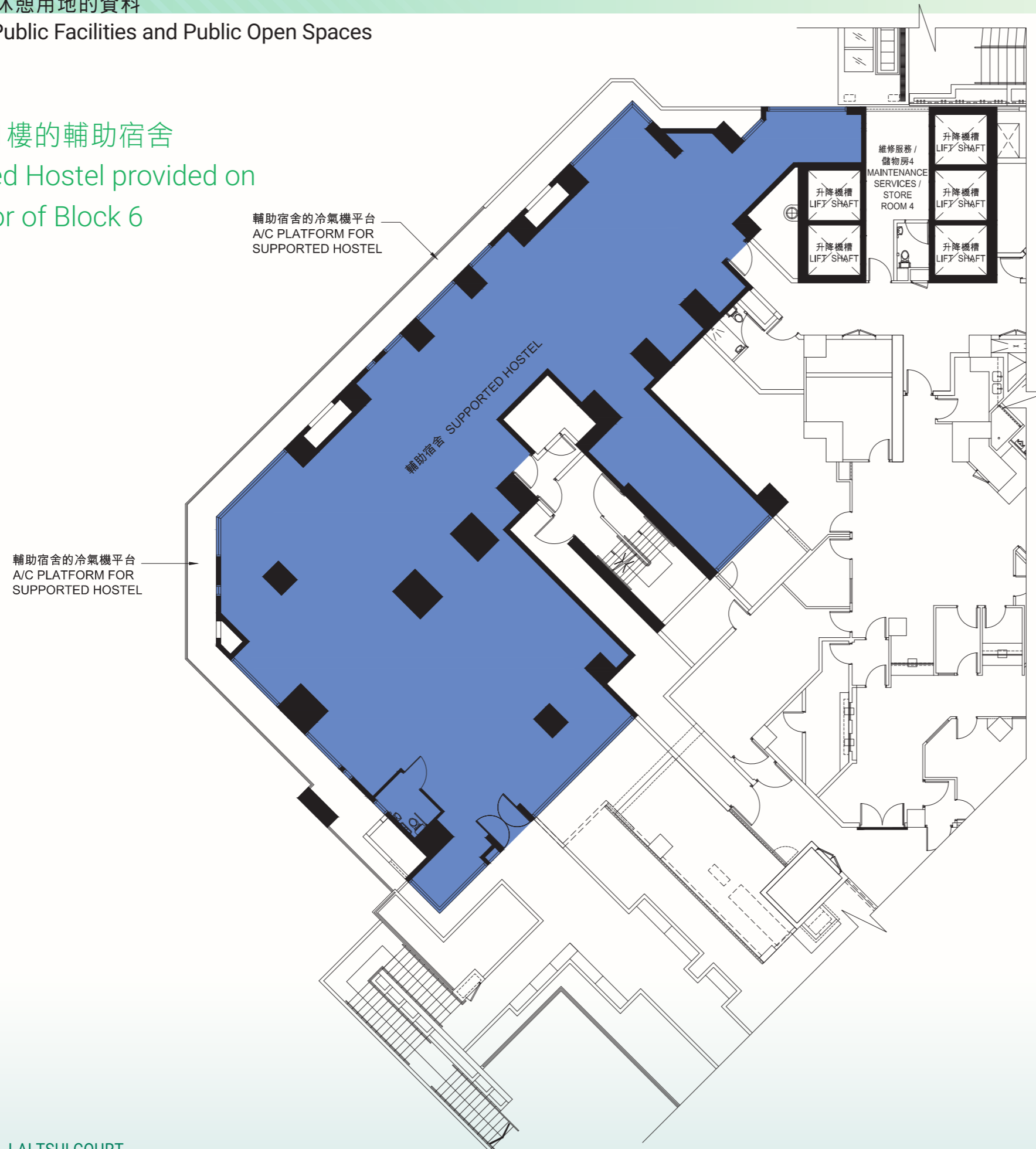
圖例 NOTATION

-  粉紅色  
Pink
-  粉紅色並加黑斜線  
Pink Hatched Black

COLOURED PINK AND PINK HATCHED BLACK AREA 23 434 SQUARE METRES (ABOUT)



設於6座1樓的輔助宿舍  
Supported Hostel provided on  
First Floor of Block 6



指示圖 KEY PLAN

0 5 (米)  
比例尺 SCALE : (m)

■ 設於6座1樓的輔助宿舍  
Supported Hostel provided on First Floor of Block 6

# 18 對買方的警告

## Warning to Purchasers

1 在簽署買賣協議前，買方宜自行委聘屬意的律師行就與購買麗翠苑單位有關的事宜，例如日後的轉讓限制、印花稅等，向買方提供意見，及代表他們辦理購買單位的手續。有關律師行能夠在購樓交易的每個階段向買方提供意見。雖然買方會在房委會的職員面前簽署買賣協議，但有關職員只會向買方詮釋買賣協議的內容，並見證買方簽署買賣協議；他們不會就買賣協議或與交易有關的任何其他事宜，向買方提供任何法律意見。

2 如所購麗翠苑單位的售價為一百萬元以上

買方必須自行委聘屬意的律師行代表他們辦理購買單位事宜。該律師行不可以是房委會的代表律師行。

如所購麗翠苑單位的售價不超過一百萬元

買方可：

- 自行委聘屬意的律師行代表他們辦理購買單位事宜；或
- 委聘房委會的代表律師行代表他們辦理購買單位事宜。

3 如買方自行委聘律師行代表他們辦理買賣交易，該律師行便能夠在購樓交易的每個階段向買方提供獨立意見。買方須負責支付代表他們的律師的費用及開支。

如買方選擇委聘房委會的代表律師行代表他們辦理買賣交易，有關律師行將同時代表房委會及買方。買方須負責支付辦理買賣交易的所有律師的費用及開支。如買方委聘房委會的代表律師行同時代表買方行事，而房委會與買方之間出現利益衝突，房委會的代表律師行可能不能夠保障買方的利益；及買方可能要委聘一間獨立的律師行，如屬此情況，買方須支付的律師費用總數，可能高於如買方自一開始即委聘一間獨立的律師行便須支付的費用。

1 Before the signing of the Agreement for Sale and Purchase (ASP), all purchasers are urged to appoint a firm of solicitors of their choice to advise them on matters relating to the purchase of a flat in Lai Tsui Court, such as future alienation restrictions, stamp duties, etc., and to act for them in relation to their purchase of the flat. The firm of solicitors will be able to give advice to them at every stage of the purchase. Although the purchasers will sign the ASP before the staff of the HA, the staff concerned will only interpret the contents of the ASP to the purchasers and attest their signing of the ASP. The staff will not give the purchasers any legal advice on the ASP or any other matters in connection with the transaction.

2 *If the price of the flat in Lai Tsui Court is over one million dollars*

The purchasers must appoint a separate firm of solicitors of their choice to act for them in relation to the transaction. Such firm of solicitors should not be the same one acting for the HA.

*If the price of the flat in Lai Tsui Court does not exceed one million dollars*

The purchasers may either:

- appoint a separate firm of solicitors of their choice to act for them in relation to the transaction; or
- appoint the HA's solicitors to act for them in relation to the transaction.

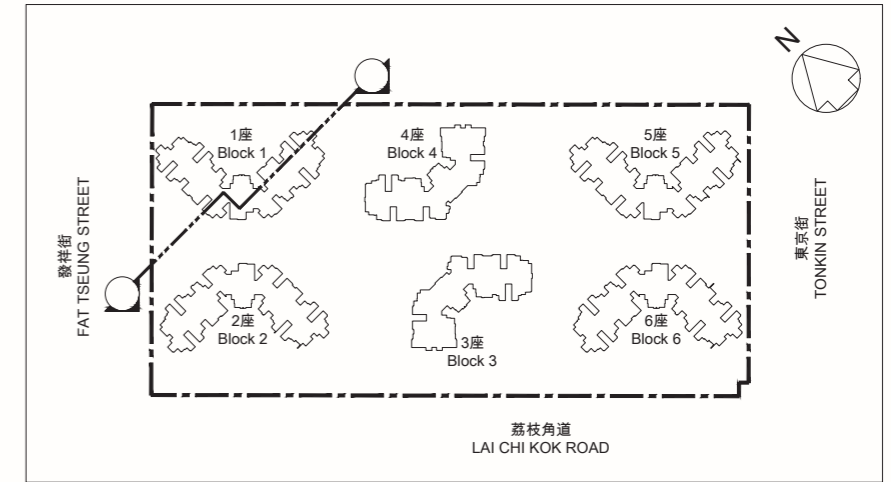
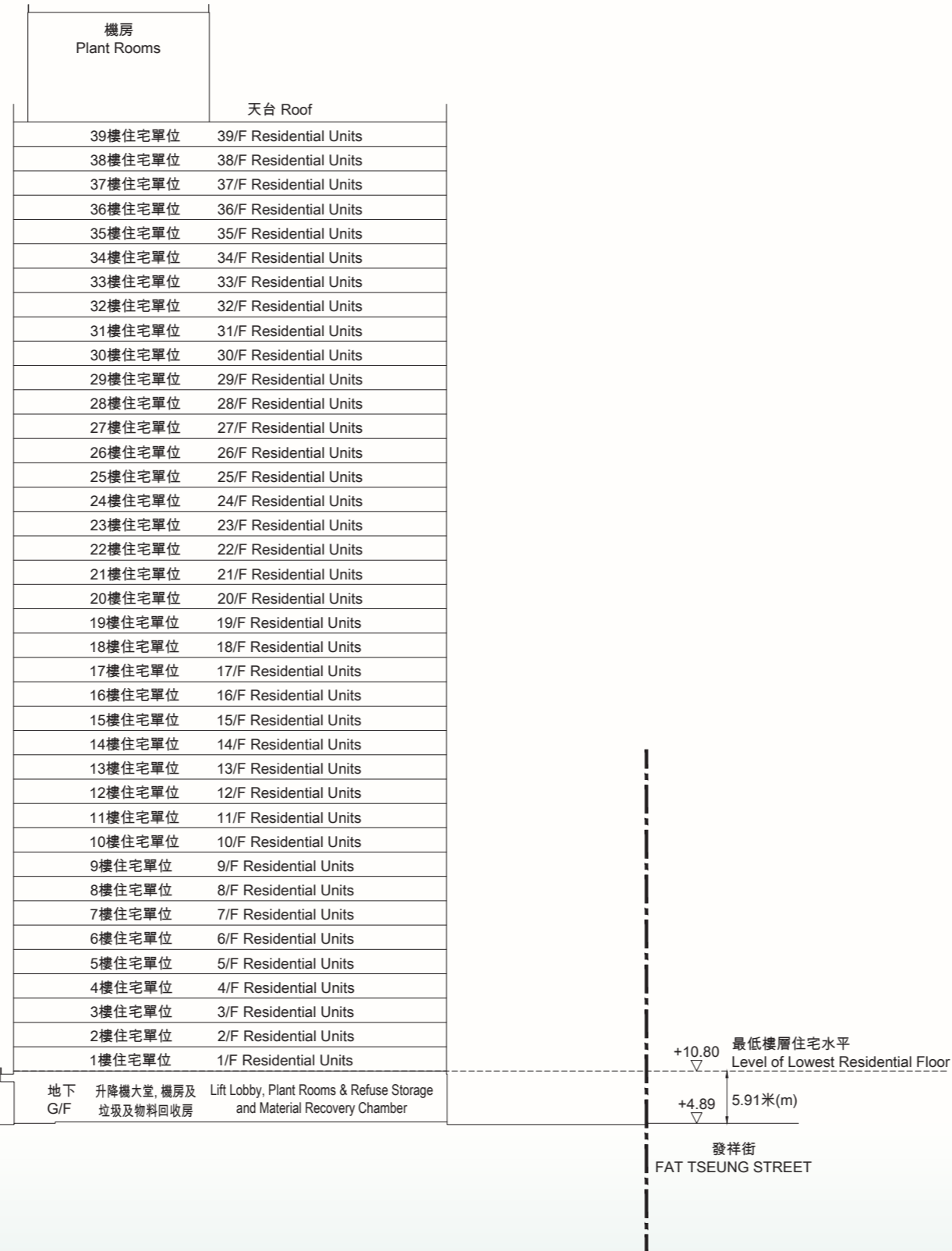
3 If the purchasers appoint a separate firm of solicitors to act for them in relation to the transaction, that firm of solicitors will be able to give independent advice to them at every stage of the purchase. The purchasers have to pay the legal costs and expenses of their own solicitors.

If the purchasers appoint the HA's solicitors to act for them in relation to the transaction, the solicitors will be acting jointly for the HA and the purchasers. The purchasers are required to pay all legal costs and expenses of the solicitors for completion of the sale and purchase. If a conflict of interest arises between the HA and the purchaser, HA's solicitors may not be able to protect the purchaser's interests; and the purchaser may have to instruct a separate firm of solicitors, in such case, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

# 19 發展項目中的建築物的橫截面圖

## Cross-section Plan of Building in the Development

### 1 座 Block 1



指示圖 KEY PLAN

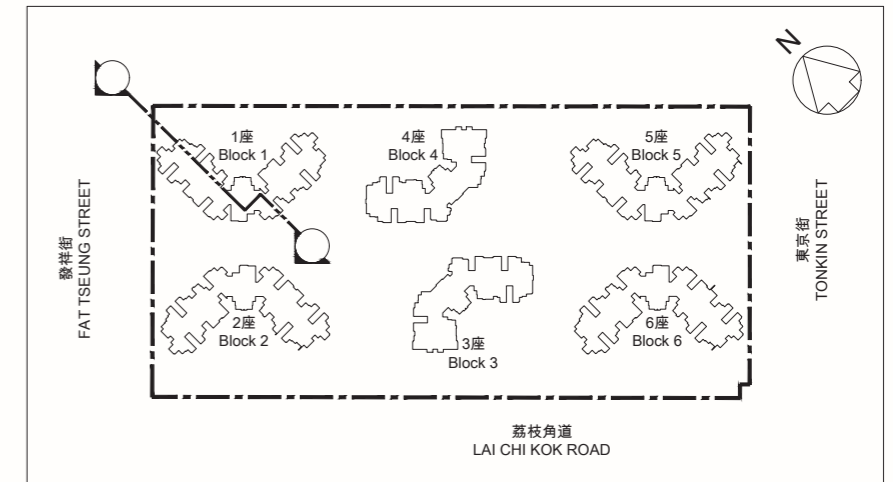
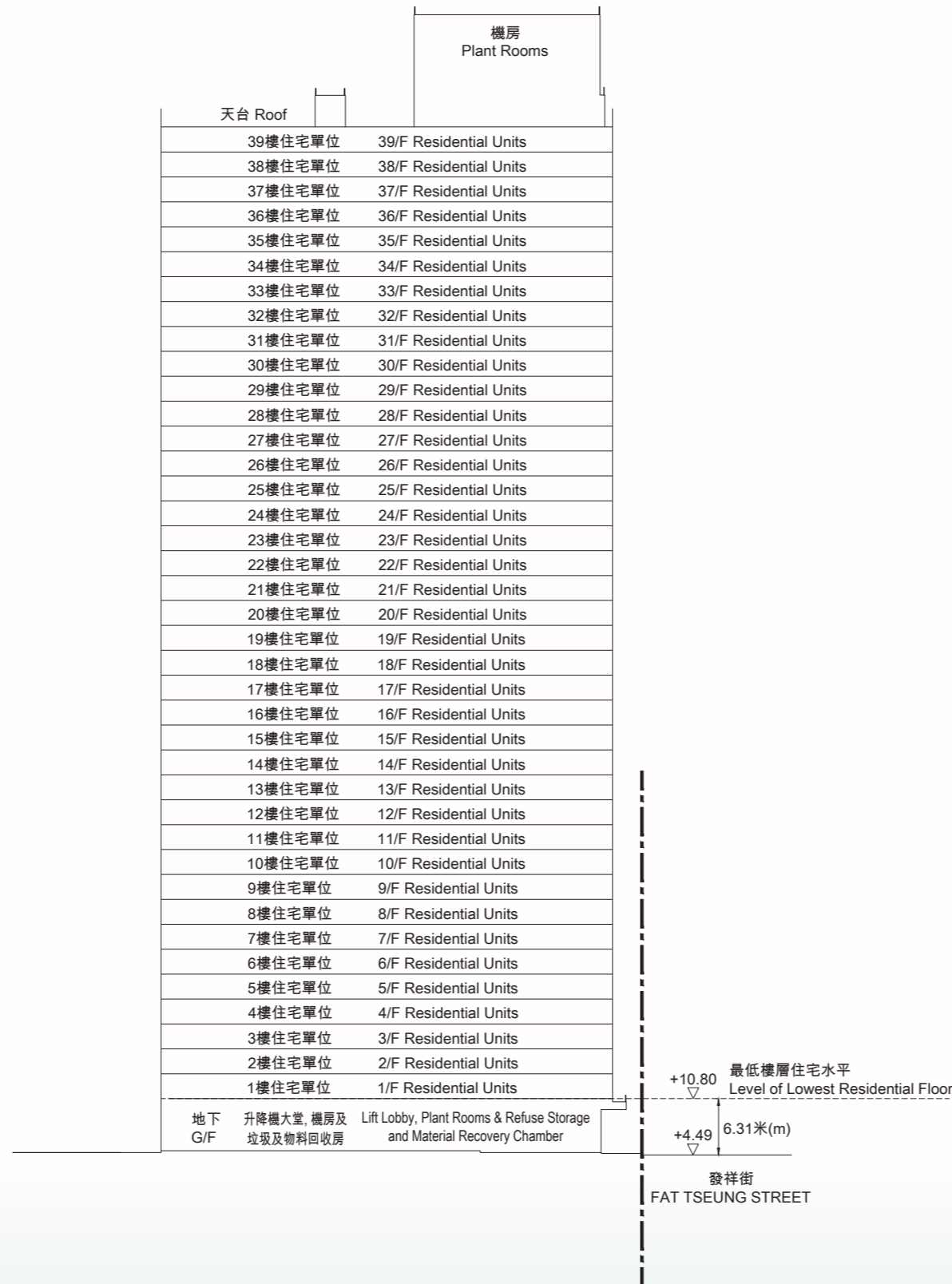
(1) 毗連建築物(1座)的一段發祥街為香港主水平基準以上4.89米。

The part of Fat Tseung Street adjacent to the building (Block 1) is 4.89 metres above the Hong Kong Principal Datum.

### 圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

1 座  
Block 1



指示圖 KEY PLAN

(1) 毗連建築物(1座)的一段發祥街為香港主水平基準以上4.49米。

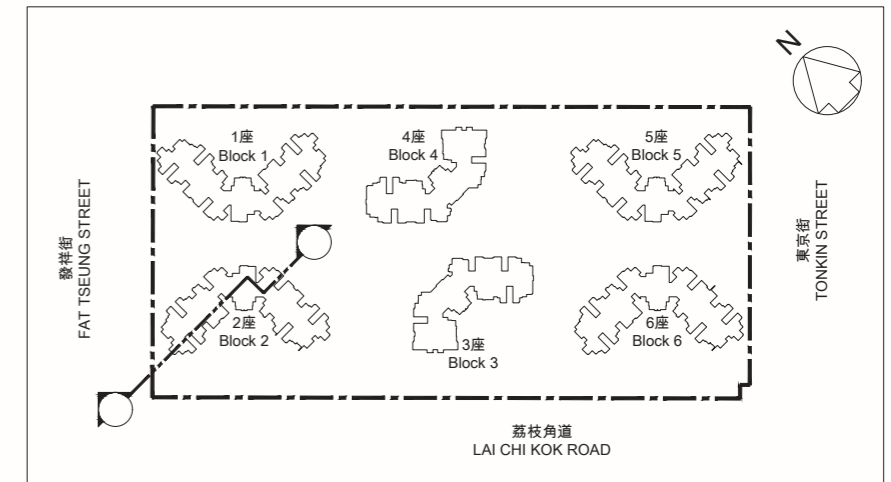
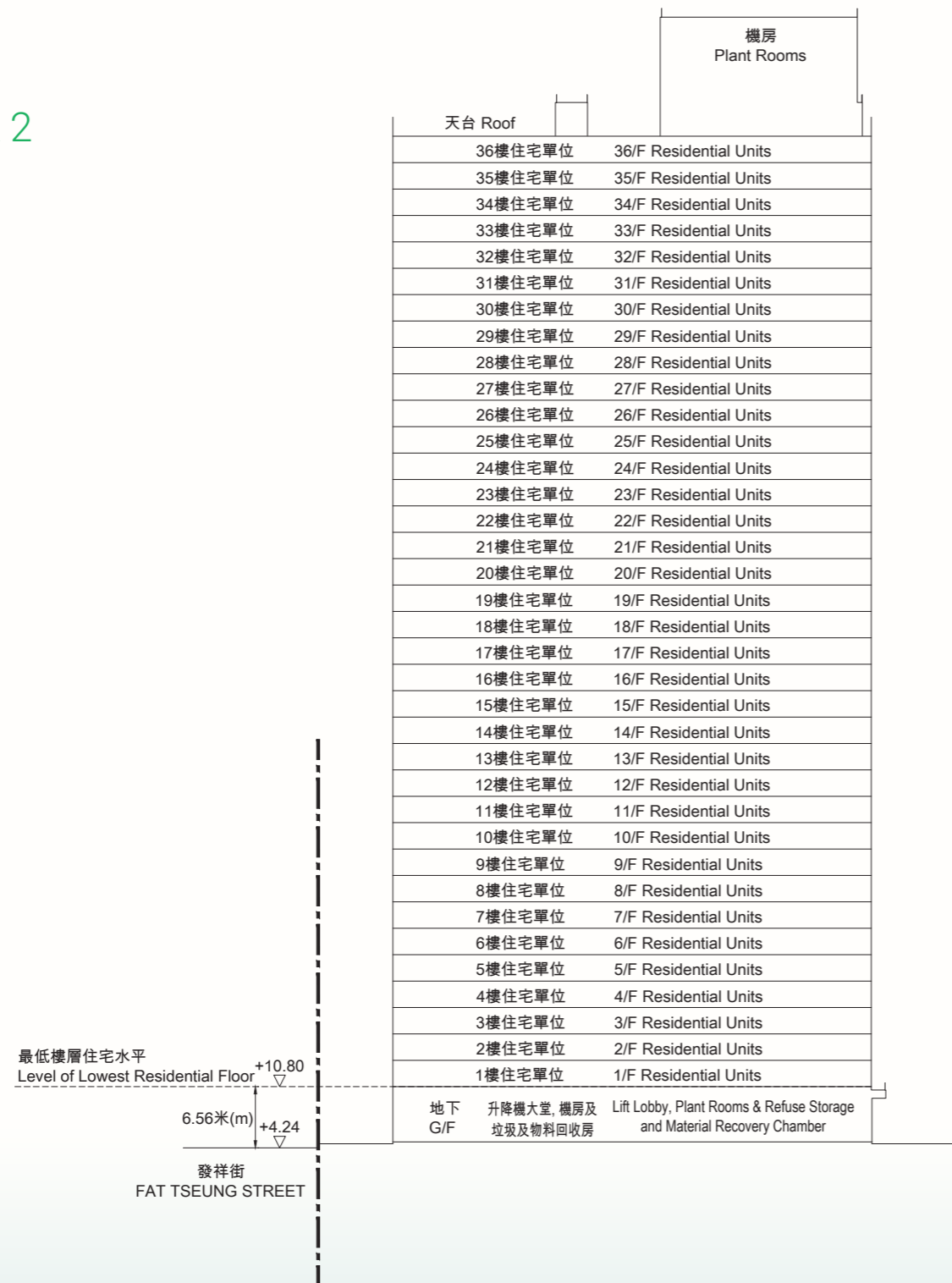
The part of Fat Tseung Street adjacent to the building (Block 1) is 4.49 metres above the Hong Kong Principal Datum.

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum



2 座  
Block 2



指示圖 KEY PLAN

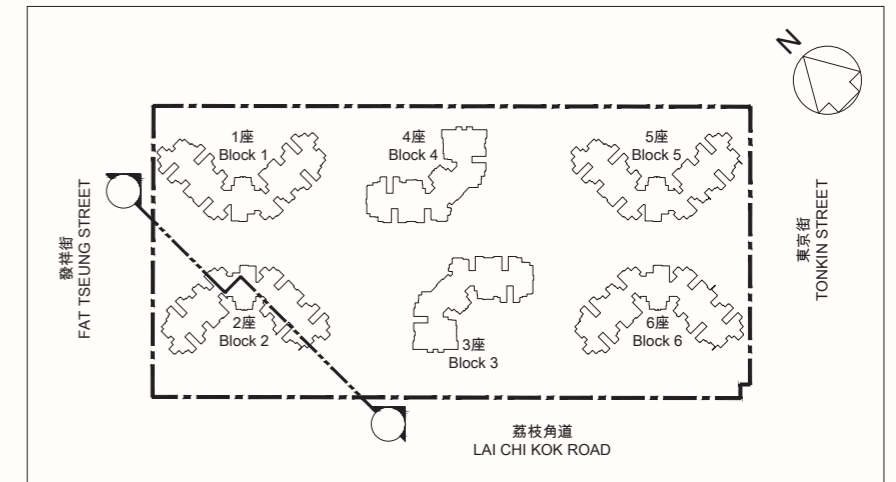
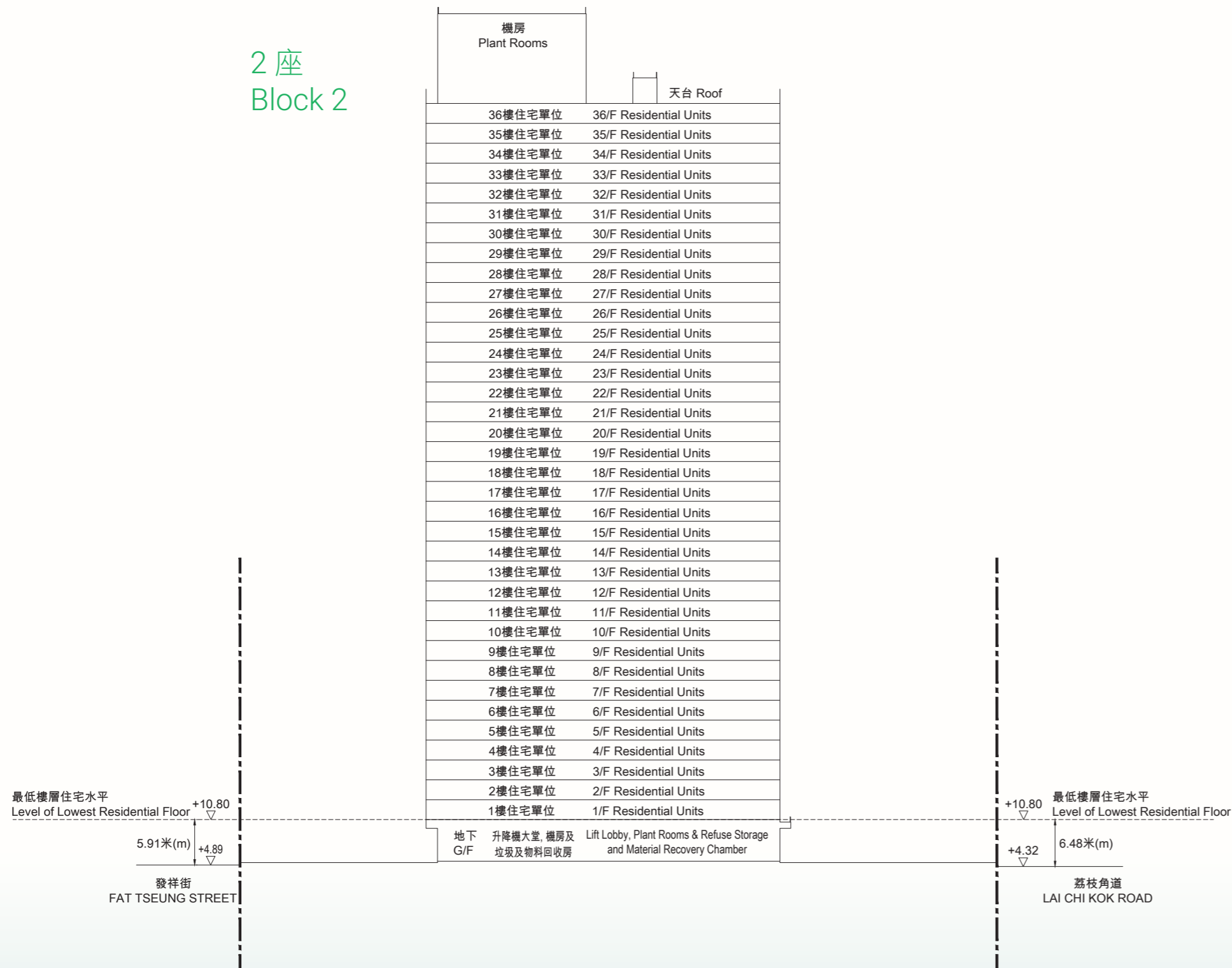
(1) 毗連建築物(2座)的一段發祥街為香港主水平基準以上4.24米。

The part of Fat Tseung Street adjacent to the building (Block 2) is 4.24 metres above the Hong Kong Principal Datum.

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

2 座  
Block 2



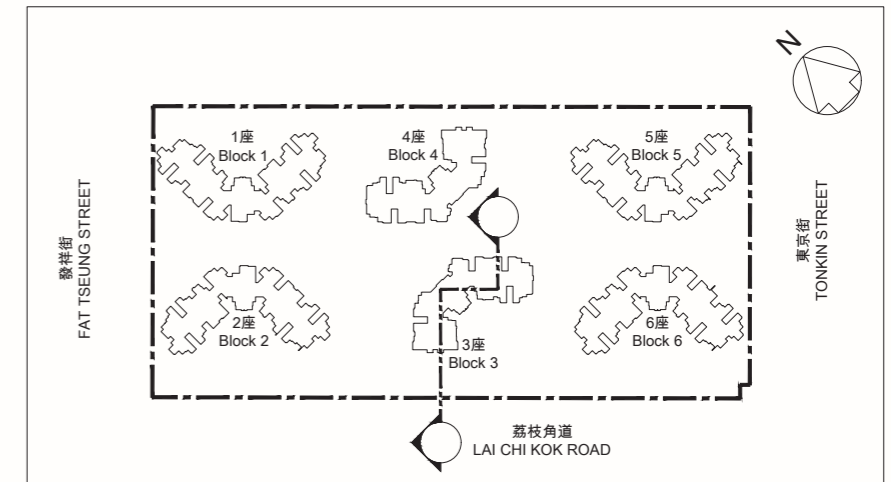
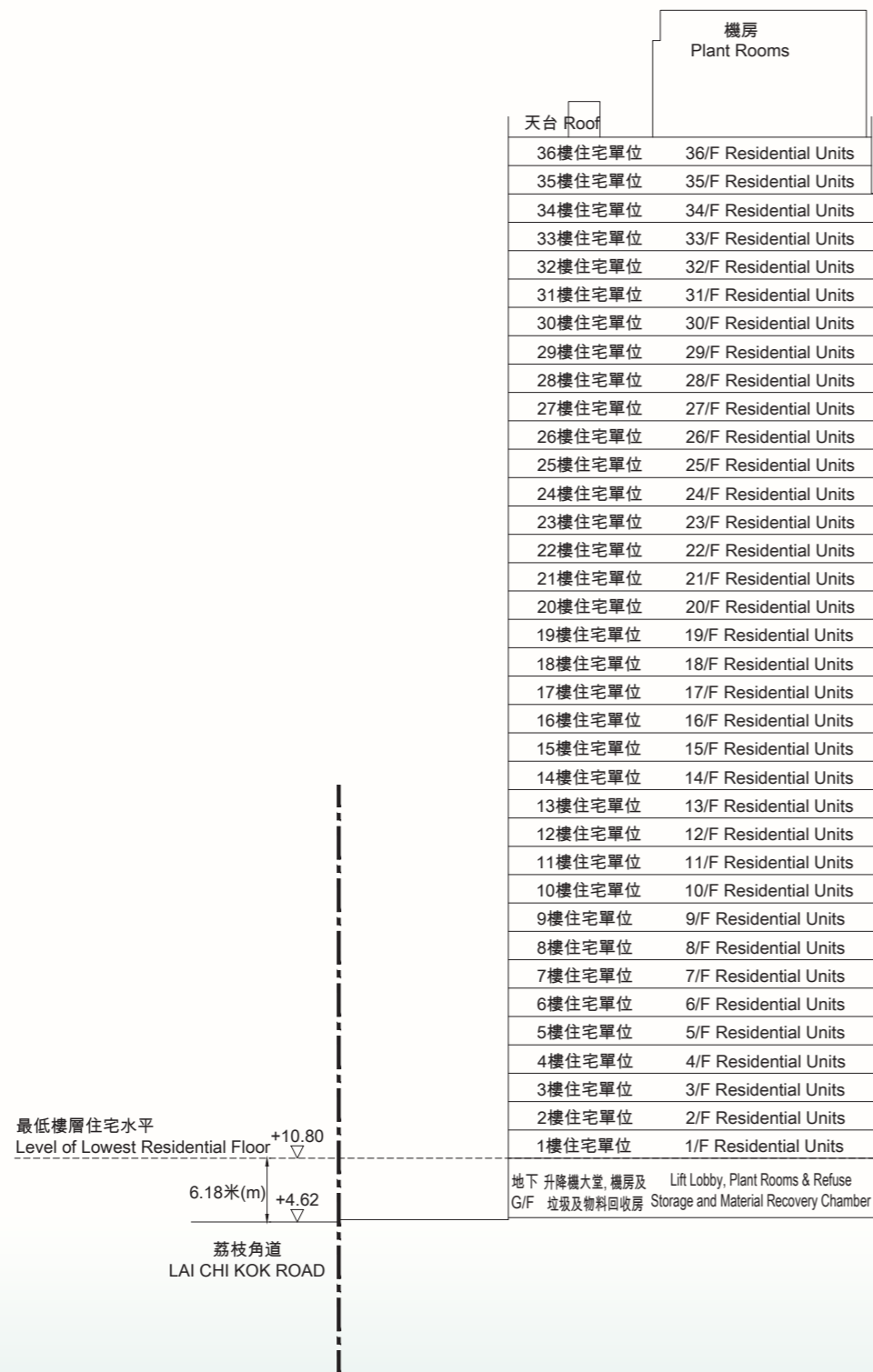
指示圖 KEY PLAN

- (1) 毗連建築物(2座)的一段發祥街為香港主水平基準以上4.89米。  
The part of Fat Tseung Street adjacent to the building (Block 2) is 4.89 metres above the Hong Kong Principal Datum.
- (2) 毗連建築物(2座)的一段通往荔枝角道為香港主水平基準以上4.32米。  
The part of Lai Chi Kok Road adjacent to the building (Block 2) is 4.32 metres above the Hong Kong Principal Datum.

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

3 座  
Block 3



指示圖 KEY PLAN

(1) 毗連建築物(3座)的一段荔枝角道為香港主水平基準以上4.62米。

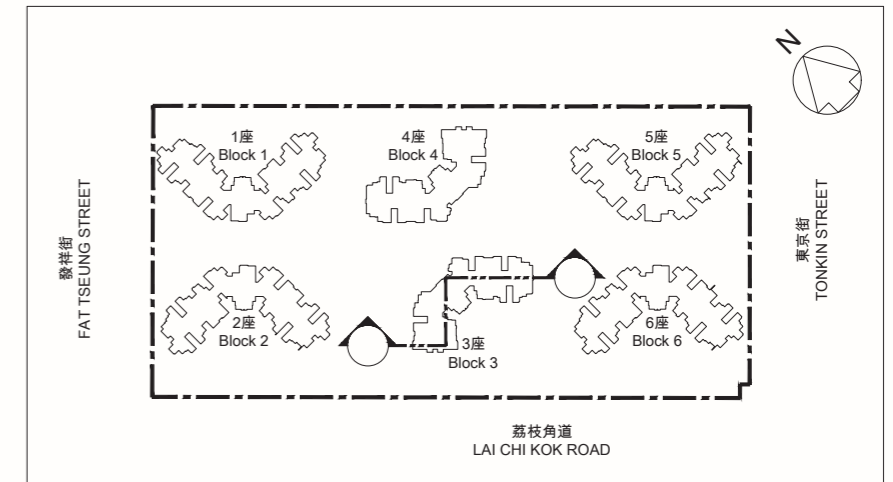
The part of Lai Chi Kok Road adjacent to the building (Block 3) is 4.62 metres above the Hong Kong Principal Datum.

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

3 座  
Block 3

機房 Plant Rooms		天台 Roof
36樓住宅單位	36/F Residential Units	
35樓住宅單位	35/F Residential Units	
34樓住宅單位	34/F Residential Units	
33樓住宅單位	33/F Residential Units	
32樓住宅單位	32/F Residential Units	
31樓住宅單位	31/F Residential Units	
30樓住宅單位	30/F Residential Units	
29樓住宅單位	29/F Residential Units	
28樓住宅單位	28/F Residential Units	
27樓住宅單位	27/F Residential Units	
26樓住宅單位	26/F Residential Units	
25樓住宅單位	25/F Residential Units	
24樓住宅單位	24/F Residential Units	
23樓住宅單位	23/F Residential Units	
22樓住宅單位	22/F Residential Units	
21樓住宅單位	21/F Residential Units	
20樓住宅單位	20/F Residential Units	
19樓住宅單位	19/F Residential Units	
18樓住宅單位	18/F Residential Units	
17樓住宅單位	17/F Residential Units	
16樓住宅單位	16/F Residential Units	
15樓住宅單位	15/F Residential Units	
14樓住宅單位	14/F Residential Units	
13樓住宅單位	13/F Residential Units	
12樓住宅單位	12/F Residential Units	
11樓住宅單位	11/F Residential Units	
10樓住宅單位	10/F Residential Units	
9樓住宅單位	9/F Residential Units	
8樓住宅單位	8/F Residential Units	
7樓住宅單位	7/F Residential Units	
6樓住宅單位	6/F Residential Units	
5樓住宅單位	5/F Residential Units	
4樓住宅單位	4/F Residential Units	
3樓住宅單位	3/F Residential Units	
2樓住宅單位	2/F Residential Units	
1樓住宅單位	1/F Residential Units	
地下 G/F	升降機大堂, 機房及 垃圾及物料回收房	Lift Lobby, Plant Rooms & Refuse Storage and Material Recovery Chamber



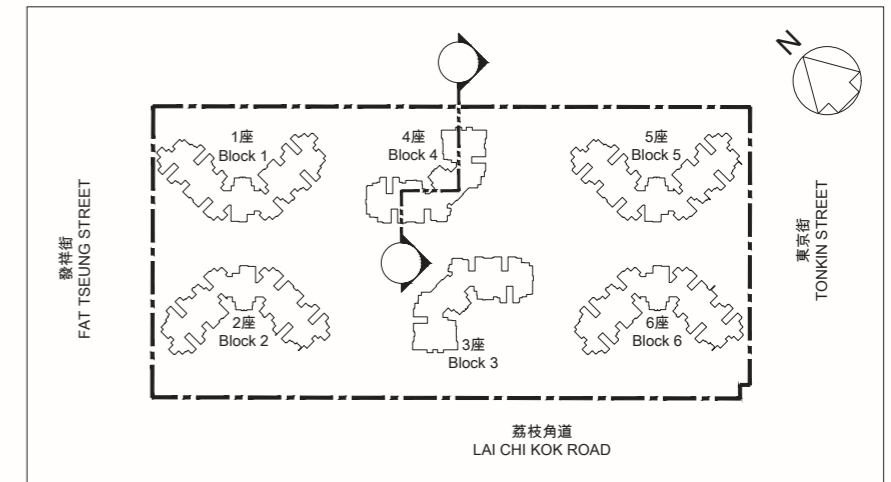
指示圖 KEY PLAN

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
--	---------	----------------------------------

4 座  
Block 4

天台 Roof	機房 Plant Rooms
39樓住宅單位	39/F Residential Units
38樓住宅單位	38/F Residential Units
37樓住宅單位	37/F Residential Units
36樓住宅單位	36/F Residential Units
35樓住宅單位	35/F Residential Units
34樓住宅單位	34/F Residential Units
33樓住宅單位	33/F Residential Units
32樓住宅單位	32/F Residential Units
31樓住宅單位	31/F Residential Units
30樓住宅單位	30/F Residential Units
29樓住宅單位	29/F Residential Units
28樓住宅單位	28/F Residential Units
27樓住宅單位	27/F Residential Units
26樓住宅單位	26/F Residential Units
25樓住宅單位	25/F Residential Units
24樓住宅單位	24/F Residential Units
23樓住宅單位	23/F Residential Units
22樓住宅單位	22/F Residential Units
21樓住宅單位	21/F Residential Units
20樓住宅單位	20/F Residential Units
19樓住宅單位	19/F Residential Units
18樓住宅單位	18/F Residential Units
17樓住宅單位	17/F Residential Units
16樓住宅單位	16/F Residential Units
15樓住宅單位	15/F Residential Units
14樓住宅單位	14/F Residential Units
13樓住宅單位	13/F Residential Units
12樓住宅單位	12/F Residential Units
11樓住宅單位	11/F Residential Units
10樓住宅單位	10/F Residential Units
9樓住宅單位	9/F Residential Units
8樓住宅單位	8/F Residential Units
7樓住宅單位	7/F Residential Units
6樓住宅單位	6/F Residential Units
5樓住宅單位	5/F Residential Units
4樓住宅單位	4/F Residential Units
3樓住宅單位	3/F Residential Units
2樓住宅單位	2/F Residential Units
1樓住宅單位	1/F Residential Units
地下 升降機大堂, 機房及 G/F 垃圾及物料回收房	Lift Lobby, Plant Rooms & Refuse Storage and Material Recovery Chamber



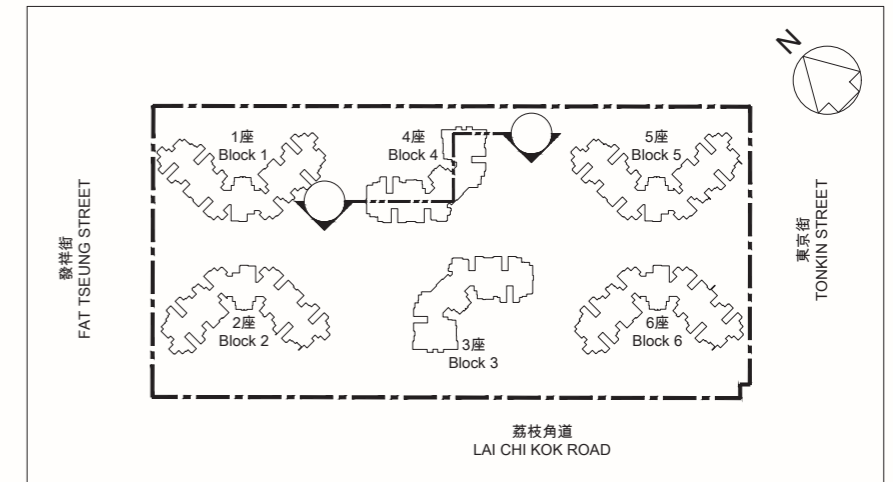
指示圖 KEY PLAN

圖例 NOTATION



4 座  
Block 4

機房 Plant Rooms		天台 Roof
39樓住宅單位	39/F Residential Units	
38樓住宅單位	38/F Residential Units	
37樓住宅單位	37/F Residential Units	
36樓住宅單位	36/F Residential Units	
35樓住宅單位	35/F Residential Units	
34樓住宅單位	34/F Residential Units	
33樓住宅單位	33/F Residential Units	
32樓住宅單位	32/F Residential Units	
31樓住宅單位	31/F Residential Units	
30樓住宅單位	30/F Residential Units	
29樓住宅單位	29/F Residential Units	
28樓住宅單位	28/F Residential Units	
27樓住宅單位	27/F Residential Units	
26樓住宅單位	26/F Residential Units	
25樓住宅單位	25/F Residential Units	
24樓住宅單位	24/F Residential Units	
23樓住宅單位	23/F Residential Units	
22樓住宅單位	22/F Residential Units	
21樓住宅單位	21/F Residential Units	
20樓住宅單位	20/F Residential Units	
19樓住宅單位	19/F Residential Units	
18樓住宅單位	18/F Residential Units	
17樓住宅單位	17/F Residential Units	
16樓住宅單位	16/F Residential Units	
15樓住宅單位	15/F Residential Units	
14樓住宅單位	14/F Residential Units	
13樓住宅單位	13/F Residential Units	
12樓住宅單位	12/F Residential Units	
11樓住宅單位	11/F Residential Units	
10樓住宅單位	10/F Residential Units	
9樓住宅單位	9/F Residential Units	
8樓住宅單位	8/F Residential Units	
7樓住宅單位	7/F Residential Units	
6樓住宅單位	6/F Residential Units	
5樓住宅單位	5/F Residential Units	
4樓住宅單位	4/F Residential Units	
3樓住宅單位	3/F Residential Units	
2樓住宅單位	2/F Residential Units	
1樓住宅單位	1/F Residential Units	
地下 G/F	升降機大堂、機房及 垃圾及物料回收房 Lift Lobby, Plant Rooms & Refuse Storage and Material Recovery Chamber	



指示圖 KEY PLAN

圖例 NOTATION

	發展項目的邊界	Boundary Line of the Development
--	---------	----------------------------------