

# 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「休憩空間」（構成「住宅大廈公用地方與設施」之部分除外）、外牆（構成「住宅大廈公用地方與設施」之部分除外）（為免存疑，包括「政府房舍」的外牆）、樓梯（構成「房屋委員會樓宇」及「住宅大廈公用地方與設施」之部分除外）、總水錶房、車輛流通與轉動空間、管道槽（構成「住宅大廈公用地方與設施」之部分除外）、電纜管道、「上落客貨停車位」、垃圾及物料回收房、儲物室、廢物收集站、物料回收房、變壓器房、總電掣房、花灑控制閥房、消防栓及花灑的消防入水掣、地台、維修平台、電錶房（構成「房屋委員會樓宇」及「住宅大廈公用地方與設施」之部分除外）、排水泵房（構成「房屋委員會樓宇」之部分除外）、升降機大堂（構成「住宅大廈公用地方與設施」之部分除外）、消防花灑泵房、消防上水泵及增壓泵房、食水及沖廁水泵房、電纜管道房（構成「住宅大廈公用地方與設施」之部分除外）、屋苑管理處、電訊及廣播設備室、潔淨服務承辦商辦事處、技工工場、業主立案法團辦事處、消防入水掣平台、消防水缸、應急發電機房、食水水缸、沖廁水水缸、玻璃纖維洗地水缸、平台（構成「住宅大廈公用地方與設施」之部分除外）、該等項目以及在「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（及為免存疑，

Summary of Provisions that Deal with the Following Matters:

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

### A The Common Parts of the Development

“**Common Areas and Facilities**” shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Block Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of 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 Open Space (other than those forming part of the Residential Block Common Areas and Facilities), external wall(s) (other than those forming part of the Residential Block Common Areas and Facilities) (for the avoidance of doubt, including the external wall(s) of the Government Accommodation), stair(s) (other than those forming part of the HA Accommodation and the Residential Block Common Areas and Facilities), master water meter chamber(s), circulation and manoeuvring space(s), pipe duct(s) (other than those forming part of the Residential Block Common Areas and Facilities), cable duct(s), Loading and Unloading Space(s), refuse storage & material recovery chamber(s), store room(s), junk collection point(s), material recovery chamber(s), transformer room(s), main switch room(s), sprinkler control valve room(s), fire service inlet(s) for fire hydrant & sprinkler system(s), platform(s), maintenance platform(s), electrical meter room(s) (other than those forming part of the HA Accommodation and the Residential Block Common Areas and Facilities), drainage pump room(s) (other than those forming part of the HA Accommodation), lift lobby(ies) (other than those forming part of the Residential Block Common Areas and Facilities), fire services sprinkler pump room(s), fire services upfeed pump & booster pump room(s), fresh & flush water pump room(s), cable duct room(s) (other than those forming part of the Residential Block Common Areas and Facilities), estate management office(s), telecommunications and broadcasting equipment room(s), cleansing contractor's office(s), artisans' workshop(s), owners' corporation office(s), flat roof(s) of fire service inlet, fire services water tank(s), emergency generator room(s), fresh water tank(s), flush water tank(s), fiberglass floor washing water tanks(s), flat roof(s) (other than those forming part of the

包括緊連「屋苑公用地方與設施」的「停車位」上蓋混凝土構築物上面的草皮、防水薄膜及輔助管道、排水渠、裝置及裝修物料），即現於「公契」所夾附圖則以橙色及橙色加黑斜線顯示（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，以及香港房屋委員會（下稱「房委會」）可隨時按照「副公契」（如有者）之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施，但（「公契」另有明文定義及規定者除外）不包括「住宅大廈公用地方與設施」和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」指及包括但不限於「休憩空間」（構成「屋苑公用地方與設施」之部分除外）、「該租契」條款第3.18條所指的園景區、住宅大廈的外牆、「綠化區」、花槽、管道槽（構成「屋苑公用地方與設施」之部分除外）、管道槽的上部、氣體控制櫃、升降機大堂（構成「屋苑公用地方與設施」之部分除外）、電錶房（構成「房屋委員會樓宇」及「屋苑公用地方與設施」之部分除外）、升降機、保安員櫃位、暢通易達洗手間、樓梯（構成「房屋委員會樓宇」及「屋苑公用地方與設施」之部分除外）、兒童遊樂區、簷篷、平台（構成「屋苑公用地方與設施」之部分除外）、繫樑、電訊及特低電壓房、垃圾及物料回收室、通風管道房、電纜管道房（構成「屋苑公用地方與設施」之部分除外）、食水增壓泵房、升降機機房、天台、「氣體錶前的氣體喉管」（構成「房屋委員會樓宇」之部分的「氣體錶前的氣體喉管」除外）、不能到達的空隙、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（及為免存疑，包括緊連「住宅大廈公用地方與設施」的「停車位」上蓋混凝土構築物上面的草皮、防水薄膜及輔助管道、排水渠、裝置及裝修物料），即現於「公契」所夾附圖則以啡色及啡色加黑斜線顯示

Residential Block Common Areas and Facilities), the Items 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 (and for the avoidance of doubt, including the turf, the waterproof membrane and the ancillary pipes, drains, fittings and finishes on top of the concrete structures of the covers of the Parking Spaces abutting onto any part of the Estate Common Areas and Facilities) which, for the purpose of identification only, are shown coloured Orange and Orange Hatched Black (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 Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

**"Residential Block Common Areas and Facilities"** shall mean and include, but not limited to, the Open Space (other than those forming part of the Estate Common Areas and Facilities), landscaped area(s) referred to in Clause 3.18 of the said lease, external wall(s) of the Residential Block, Greenery Area, planter(s), pipe duct(s) (other than those forming part of the Estate Common Areas and Facilities), upper part(s) of pipe duct(s), gas control cabinet(s), lift lobby(ies) (other than those forming part of the Estate Common Areas and Facilities), electrical meter room(s) (other than those forming part of the HA Accommodation and the Estate Common Areas and Facilities), lift(s), guard counter(s), accessible toilet(s), stair(s) (other than those forming part of the HA Accommodation and the Estate Common Areas and Facilities), children's play area(s), canopy(ies), flat roof(s) (other than those forming part of the Estate Common Areas and Facilities), tie beam(s), telecom & extra low voltage room(s), refuse storage & material recovery room(s), vent duct room(s), cable duct room(s) (other than those forming part of the Estate Common Areas and Facilities), fresh water booster pump room(s), lift machine room(s), roof(s), Gas Pipe Before Meter (other than such part of the Gas Pipe Before Meter forming part of the HA Accommodation), Inaccessible Void(s), and any other areas, systems, devices and facilities provided or installed in the Residential Block and intended to serve the Residential Block as a whole (and for the avoidance of doubt, including the turf, the waterproof membrane and the ancillary pipes, drains, fittings and finishes on top of the concrete structures of the covers of the Parking Spaces abutting onto any part of the Residential Block Common Areas and Facilities), which for the purpose of identification only, are shown coloured

(只要該等地方、系統、裝置及設施可辨識)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」(如有者)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」和「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方,以及「住宅大廈」內只為個別「業主」提供服務的設施。

Brown and Brown 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 Block 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 Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within any part of the Residential Block serving only any particular Owner.

### B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
1樓 – 36樓 1/F – 36/F	1, 2, 3, 13, 14, 15, 18, 21, 22, 23	49 / 38,042
	4, 5, 11, 12, 19, 20	30 / 38,042
	6	44 / 38,042
	7, 8, 9, 10	45 / 38,042
	16, 17	50 / 38,042

### C 發展項目的管理人的委任年期

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

除《建築物管理條例》(第344章)另有規定,「房委會」應負責「該土地」及「屋苑」之管理,首屆任期為「公契」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。

Subject to the provisions of the Building Management Ordinance (Cap. 344), 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 the DMC, 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 發展項目中的住宅物業的擁有人之間分擔管理開支的基準**

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

樓層 Floor	單位 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
1樓 – 36樓 1/F – 36/F	1, 2, 3, 13, 14, 15, 18, 21, 22, 23	49 / 38,032
	4, 5, 11, 12, 19, 20	30 / 38,032
	6	44 / 38,032
	7, 8, 9, 10	45 / 38,032
	16, 17	50 / 38,032

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



**E 計算管理費按金的基準**

每「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」不時就每個「單位」根據「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。獲批准「公契」的全文可於房委會客務中心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蝶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 approved form of DMC is available for inspection free of charge during opening hours at the GSH Sales Unit at the HA Customer Service Centre and is also available on the website designated by the HA for the sale of Dip Tsui Court.

# 16 批地文件的摘要

## Summary of Land Grant

位於柴灣內地段第183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2019年10月3日。

- 1 該發展項目位於柴灣內地段第183號（下稱「該土地」）。
- 2 「該土地」的批租年期為50年，由2019年10月3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、修理、維護、支持、保養、鋪設、清洗、刷淨、清潔、清空、改動及保持「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」內的山坡上，擋土結構和護土牆，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、支付及容許製造、建築、維修及修改「該土地」或其任何部分所需或在「該土地」內或屬於「該土地」並與其他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費用的合理份數及部分。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）及將由「署長」以未付之地租形式徵收。

- 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私人住宅及「該租契」條款第3.14(c)條和第3.14(d)條所述的該等樓宇及其他設施，以及「該租契」所述的附屬設施以外的用途。特此說明，已建或擬建於「該土地」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。

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 Chai Wan Inland Lot No.183 ("the said lease") is dated the 3rd day of October 2019.

- 1 The Development is situated on Chai Wan Inland Lot No.183 ("the said land").
- 2 The said land is granted for a term of 50 years ("Lease Term") commencing from the 3rd day of October 2019.

- 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 Clause Nos. 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.

**6 「該租契」條款第3.15條訂明：**

「承租人」須自費以令「署長」及食物環境衛生署署長滿意的方式於「該土地」建築、提供及維持完整的垃圾收集系統。

**7 「該租契」條款第3.16條訂明：**

「承租人」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種植的條件。

**8 「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1,543平方米的休憩空間（下稱「休憩空間」）。「署長」就何謂「休憩空間」作出的決定為最終決定，並對「承租人」具約束力。「休憩空間」須被指定為「該租契」條款第3.22(a)(vi)條所指的「公用地方」並成為其中一部分。

**(b)** 除於「該租契」條款第3.17(c)條另有規定外，「承租人」不得使用、准許或容許他人使用「休憩空間」作供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。

**(c) (i)** 於附錄於「該租契」的圖則（下稱「附圖」）上以粉紅加黑斜線顯示的全部範圍（該範圍位於地面水平以下的部分除外）（下稱「粉紅色加黑斜線範圍」）須被指定為「休憩空間」並成為其中一部分。

**(ii)** 「承租人」須在整個批租年期內准許所有公眾人士於日間及晚上的任何時間就所有合法目的，在不須繳交任何性質的費用及自由的情況下徒步或乘坐輪椅以沿、往、返、穿過及越過之方式，經過及再經過「粉紅色加黑斜線範圍」的地面水平。

**(iii)** 貨物或車輛不得被儲藏或停泊在「粉紅色加黑斜線範圍」或其任何部分之內。

**(iv)** 除非得到署長事先書面批准，否則不得在「粉紅色加黑斜線範圍」上、上方、之上或之內豎立或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（就「該租契」第3.17(b)條及第3.17(c)條所准許的目的而提供或興建的構築物除外）。

**6 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.

**7 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.

**8 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 1,543 square metres in area ("the Open Space"). The decision of the Director as to what constitutes the Open Space shall be final and binding on the Lessee. The Open Space shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(vi) of the said lease.

**(b)** Except as provided in Clause No. 3.17(c) of the said lease, the Lessee shall not use, permit or suffer to be used the 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.

**(c) (i)** The whole of the area shown coloured pink hatched black on the plan annexed to the said lease ("the Plan") (excluding the portion of the said area below ground level or levels) ("the Pink Hatched Black Area") shall be designated as and form part of the Open Space.

**(ii)** The Lessee shall throughout the Lease Term permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the ground level or levels of the Pink Hatched Black Area.

**(iii)** No goods or vehicles shall be stored or parked within the Pink Hatched Black Area or any part or parts thereof.

**(iv)** Except with the prior written approval of the Director, no building or structure or support for any building or structure (other than the structure or structures provided or constructed for the purposes permitted under Clause Nos. 3.17(b) and 3.17(c) of the said lease) shall be erected or constructed or placed on, over, above or within the Pink Hatched Black Area.



- (v) 政府毋須對「承租人」因履行「該租契」條款第3.17(c)條下的責任所產生或附帶產生而對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任，及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府或「署長」或其獲其正式授權的人員要求補償或提出其他任何申索。
- (vi) 「該租契」內明文協議、聲明及規定，通過對「承租人」施加「該租契」條款第3.17(c)條所載的責任，「承租人」並沒有意圖而政府亦沒有同意將「粉紅色加黑斜線範圍」或其任何部分的通行權撥予公眾行使。
- (vii) 「該租契」內明文協議及聲明，「該租契」條款第3.17(c)條所載「承租人」一方的責任，不會引致有關額外上蓋面積或地積比率的任何寬免或權利的期望或申索，不論是根據建築物(規劃)規例第22(1)條、其任何修訂或代替規例或其他條文；為免存疑，「承租人」明文放棄根據建築物(規劃)規例第22(1)條、其任何修訂或代替規例提出有關額外上蓋面積或地積比率的任何寬免或權利的任何及所有申索。
- (viii) 就「該租契」條款第3.17(c)條而言，何謂「該土地」的地面水平將由「署長」決定，其決定為最終決定及對「承租人」具約束力。

**9 「該租契」條款第3.18條訂明：**

「承租人」須在「該土地」或平台(如有)未有建築之任何部分，自費進行環境美化工程及種植樹木和灌木，其後須以令「署長」滿意的方式保養及使其維持在安全、潔淨、整齊、井然而健壯的狀態。

**10 「該租契」條款第3.20條訂明：**

- (a) 除於「該租契」條款第3.20(b)條、第3.20(c)條及第3.20(d)條另有規定外，「業主」(按下文定義)無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」(按下文定義)或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補償」(按下文定義)，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而

- (v) 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. 3.17(c) of the said lease, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (vi) It is expressly agreed, declared and provided in the said lease that by imposing the obligation on the part of the Lessee contained in Clause No. 3.17(c) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Black Area or any part or parts thereof to the public for the right of passage.
- (vii) It is expressly agreed and declared that the obligation on the part of the Lessee contained in Clause No. 3.17(c) of the said lease will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Lessee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (viii) For the purpose of Clause No. 3.17(c) of the said lease, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Lessee.

**9 Clause No. 3.18 of the said lease stipulates that:**

The Lessee shall at its own expense landscape and plant with trees and shrubs any portion of the said land and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

**10 Clause No. 3.20 of the said lease stipulates that:**

- (a) Except as provided in Clauses Nos. 3.20(b), 3.20(c) and 3.20(d) of the said lease, no owner (as defined hereafter) shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat (as defined hereafter) or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium (as defined hereafter) to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required)



房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括（除其他外）繳付行政費（如被要求時）及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。

- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
- (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」（按下文定義）；
  - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
  - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件（包括繳付行政費（如被要求時））；
  - (iv) 每份根據「該租契」條款第3.20(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.20條所載的條款及條件限制；以及
  - (v) 倘若「業主」於「首次轉讓契據」（按下文定義）日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」（按下文定義）。
- (d) 於「期間」（按下文定義）屆滿後，
- (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費（如被要求時）；以及
  - (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第3.20(a)條有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件（包括但不限於繳付行政費（如被要求時））的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。

and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.

- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
- (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser (as defined hereafter);
  - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in his sole and absolute discretion to buy such residential flat;
  - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in his sole and absolute discretion are observed and complied with;
  - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of Clause No. 3.20(c) of the said lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in his sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.20 of the said lease; and
  - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment (as defined hereafter), the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price (as defined hereafter).
- (d) After the expiry of the Period (as defined hereafter),
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
  - (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding Clause No. 3.20(a) of the said lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.

- (f) 在「業主」根據「該租契」條款第3.20(d)條向「承租人」繳付「補價」後，「該租契」條款第3.20條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第3.20條而言：
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
- (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
- (iii) 「承租人」一詞不包括其受讓人；
- (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
- (v) 「業主」指獲「承租人」根據「該租契」條款第3.19(a)條轉讓或同意轉讓「該土地」的不分割份數連同在「該土地」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.20條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
- (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；
- (vii) 「補價」指由房屋署署長釐定的款額（其釐定為最終決定及對「住宅單位」的「業主」具約束力），該款額須根據以下公式計算：
- $$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$
- 就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；
- (viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及
- (ix) 「住宅單位」指於「該土地」已建或擬建的建築物內並獲分配「該土地」的不分割份數的住宅單位。
- (h) 儘管「該租契」條款第3.20(c)條、(e)條及(g)條有相反規定，「承租人」根據「該租契」條款第3.20條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

- (f) Upon payment of the Premium by an owner to the Lessee in accordance with Clause No. 3.20(d) of the said lease, Clause No. 3.20 of the said lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.20 of the said lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a residential flat or any interest therein;
- (ii) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
- (iii) the expression "Lessee" excludes its assigns;
- (iv) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;
- (v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the said land together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the said land under Clause No. 3.19(a) of the said lease; and for the purpose of Clause No. 3.20 of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
- (vi) "Period" means a period of 10 years after the date of the First Assignment;
- (vii) "Premium" means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula:
- $$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$
- whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;
- (viii) "Purchase Price" means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and
- (ix) "residential flat" means a residential flat in the building or buildings erected or to be erected on the said land and to which an undivided share or undivided shares of and in the said land has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in Clause No. 3.20(c), (e) and (g) of the said lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.20 of the said lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

**11 「該租契」條款第3.21(a)條及3.21(i)條訂明：**

- (a) 除「該租契」條款第3.21(b)條及3.21(c)條另有規定外，「承租人」須自費及以在所有方面使「署長」滿意及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200平方米的「長者鄰舍中心」（該房舍（包括根據「該租契」條款第3.21(b)條及3.21(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3.21(a)條而言，如何構成一間「長者鄰舍中心」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3.22(a)(ii)(l)條所述財政司司長法團（即根據《財政司司長法團條例》、任何其下的規例和任何修訂條例成立的單一法團（下稱「該法團」；如語意容許，亦包括其繼承人及受讓人）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「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份而設的升降機、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份而設的系統的一部份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；以及
  - (V) 所有為「政府房舍」及「該土地」上的發展項目的餘下部份而設的公共部份及設施。
- (ii) 「承租人」須就「承租人」未有保養「該等項目」所引致（不論是直接或間接引致的）或與「承租人」未有保養「該等項目」相關的一切責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何及如何引致）向政府及「該法團」作出彌償，並使政府及「該法團」持續得到彌償。

**11 Clauses Nos. 3.21(a) and 3.21(i) of the said lease stipulate that:**

- (a) Subject to Clauses No. 3.21(b) and 3.21(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 neighbourhood elderly centre having a total gross floor area of not less than 200 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.21(b) and 3.21(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. 3.21(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a neighbourhood elderly centre 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, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation ("FSI" which expression shall if the context permits include its successors and assigns), as referred to in Clause No. 3.22(a)(ii)(l) of the said lease and in all respects to the satisfaction of the Director maintain the following items ("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 the 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) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Lessee to maintain the Items.



- (iii) 僅就「該租契」條款第3.21(i)(i)條而言，「承租人」一詞不包括「該法團」。
- (iv) 就「該租契」條款第3.21(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。

**12 「該租契」條款第3.24(a)條、第3.24(b)條、第3.24(c)條、第3.24(d)條、第3.24(f)條及第3.24(g)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》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車（電單車和貨車除外）的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為32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》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為6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；
  - (iii) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的貨車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及7.0米長而樓底高度最少須為3.6米；以及
  - (iv) 一個供停泊根據《道路交通條例》及其下的規例或任何修訂法例界定的傷殘人士並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定。

- (iii) For the purpose of Clause No. 3.21(i)(i) of the said lease only, the expression “Lessee” shall exclude FSI.
- (iv) For the purpose of Clause No. 3.21(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.

**12 Clauses Nos. 3.24(a), 3.24(b), 3.24(c), 3.24(d), 3.24(f) and 3.24(g) of the said lease stipulate 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 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 32 and 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 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 6 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;
  - (iii) 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 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres; and
  - (iv) one space for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion.

- (b) 根據「該租契」條款第3.24(a)(i)條、第3.24(a)(ii)條、第3.24(a)(iii)條及第3.24(a)(iv)條提供的停車位不得用於除上述各條所列之用途以外的任何其他用途。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) 「承租人」須以令「署長」滿意的方式在「該土地」內提供及維持一個供根據《道路交通條例》及其下的規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位及一個供垃圾收集車作裝卸用途的停車位。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及供垃圾收集車作裝卸用途的停車位的各自的數目不得變更。除非另行獲得「署長」的書面同意，每個上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米，而且該等停車位不得用作與「該土地」已建或擬建的建築物相關的汽車作上落客貨用途之外的任何其他用途。除非另行獲得「署長」的書面同意，每個上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米，而且該等停車位不得用作與「該土地」已建或擬建的建築物相關的垃圾收集車作裝卸用途之外的任何其他用途。
- (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) 以下的停車位不應該納入計算：
- (I) 根據「該租契」條款第3.24(a)條提供並位於「該土地」地面水平以下的停車位；以及
- (II) 根據「該租契」條款第3.24(c)條提供並位於「該土地」地面水平或地面水平以下的停車位；
- (ii) 倘若根據「該租契」條款第3.24(a)條提供的停車位位於「該土地」地面水平或地面水平以上或根據「該租契」條款第3.24(c)條提供的停車位位於「該土地」地面水平以上，該等停車位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）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。
- (b) The spaces provided in accordance with Clauses Nos. 3.24(a)(i), 3.24(a)(ii), 3.24(a)(iii) and 3.24(a)(iv) 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) The Lessee shall provide and maintain within the said land to the satisfaction of the Director one space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and one space for the loading and unloading of refuse collection vehicles. The respective numbers of spaces to be provided for the loading and unloading of motor vehicles and for the loading and unloading of refuse collection vehicles as aforesaid shall not be varied unless the Director otherwise consents in writing. The space so provided for the loading and unloading of motor vehicles 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 such space shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the said land. The space so provided for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.5 metres and such space shall not be used for any purpose other than for loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land.
- (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 in account:
- (I) the spaces provided in accordance with Clause No. 3.24(a) of the said lease if they are provided below ground level; and
- (II) the spaces provided in accordance with Clause No. 3.24(c) of the said lease if they are provided at or below ground level;
- (ii) if the spaces provided in accordance with Clause No. 3.24(a) of the said lease are provided at or above ground level or the spaces provided in accordance with Clause No. 3.24(c) of the said lease 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) 就「該租契」條款第3.24條而言，何謂「該土地」的地面水平或任何停車位是否處於地面水平、或在其上、或在其下將由「署長」決定，其決定為最終決定及對「承租人」具約束力。
- (g) 根據「該租契」條款第3.24(c)條提供的停車位須被指定為「公用地方」並成為其中一部分。

**13 「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（不論是直接或間接引致的）或任何「署長」認為（其意見為最終決定並對「承租人」具約束力）因「該土地」的使用、「該土地」或其任何部分的建設或重建、在「該土地」進行的任何活動或「承租人」在「該土地」進行的任何其他工程（不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾）而對「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責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何及如何引致）向政府作出彌償，並使政府持續得到彌償。

**14 「該租契」條款第4.3條訂明：**

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

**15 「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、移走或後移任何相鄰或毗連「該土地」的政府土地或進行任何補強、填土或任何類型的斜坡護土工程。給予同意時，「署長」可憑其全權酌情權加入任何其認為合適的條款及條件，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。

**16 「該租契」條款第4.5條訂明：**

(a) 如果任何土地存在或已經被削去、移走或後移或補強或填土或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該土地」內或任何政府土地內，旨在構建、平整或開發「該土地」或其中任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須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

- (f) For the purpose of Clause No. 3.24 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.
- (g) The space provided within the said land in accordance with Clause No. 3.24(c) of the said lease shall be designated as and form part of the Common Areas.

**13 Clause No. 4.2 of the said lease stipulates that:**

The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

**14 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.

**15 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.

**16 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



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」內自費維持「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)條的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「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」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復或彌補，使「署長」滿意，並須就所有凡因倒塌、山泥傾瀉或沉降而引致（不論是直接或間接引致的）或與倒塌、山泥傾瀉或沉降相關的所有責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何或如何引致）對政府作出彌償，並使政府持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款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、修建和保養「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」不理會或未能在通知指明的期限內，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開支。

**17 「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。

**18 「該租契」條款第4.7條訂明：**

如果在發展或重建「該土地」或其中任何部分時已安裝預應力地樁，則在其整個使用年期內，「承租人」須自費以令「署長」滿意的方式對預應力地樁進行定期保養及監察，並在「署長」不時依其絕對酌情認為需要時提供上述此類監察工程的報告和資料給「署長」，如「承租人」不理會或未能進行上述要求的定期監察工程，「署長」可隨即執行及進行所需的定期監察工程，而「承租人」須按時償還給政府該等工程的費用。

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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the said lease 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.

**17 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.

**18 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.

**19 「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、廢石方、瓦礫、建築廢料或建築材料（下稱「廢物」）被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業（下稱「政府的物業」），「承租人」須自費清理該等廢物並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所引致（不論是直接或間接引致的）或與上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾相關的一切責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何或如何引致）對政府作出彌償，並使政府持續得到彌償。
- (b) 儘管「該租契」條款第4.8(a)條有所規定，「署長」可以（但無義務）應「承租人」的要求在「政府的物業」清理廢物並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

**20 「該租契」條款第4.9條訂明：**

「承租人」須在任何時候，特別是在任何建築、保養、翻新或維修工程（下稱「工程」）期間，採取或促使他人採取一切適當及充分的處理、技巧及預防措施，避免損壞、干擾或阻礙位於、跨越、低於或毗鄰「該土地」或其中部分的任何政府或其他現有排水渠、水道或渠道、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、重鋪或修復的費用。「承租人」必須自費支付在一切方面維修、彌補及修復因上述「工程」對「該土地」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，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」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、彌補及修復工程，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、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

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

- (a) In the event of earth, spoil, debris, construction waste or building materials ("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 ("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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

**20 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 ("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.



**21 「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」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「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（不論是直接或間接導致的）或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何或如何引致）自行負責並向政府作出彌償，並使政府持續得到彌償。
- (b) 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。

**22 「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雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利隨時出入、經過和再經過「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雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、

**21 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

**22 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 authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the said land or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(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



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，惟政府毋須對「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)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、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）。

**23 「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。

water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) 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.

**23 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 flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on the said land. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Lessee.

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房委會綠置居銷售小組辦事處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 office of the Green Form Subsidised Home Ownership Scheme (GSH) Sales Unit of the HA 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

除在本節另有定義外，下述用詞的意義將等同於「批地文件的摘要」內該用詞的意義。請參閱「批地文件的摘要」。

i. 「該租契」條款第3.21(a)條至3.21(e)條及3.21(h)條至3.21(j)條訂明：

- (a) 除「該租契」條款第3.21(b)條及3.21(c)條另有規定外，「承租人」須自費及以在所有方面使「署長」滿意及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200平方米的「長者鄰舍中心」（該房舍（包括根據「該租契」條款第3.21(b)條及3.21(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3.21(a)條而言，如何構成一間「長者鄰舍中心」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3.21(d)條獲轉讓「政府房舍」後（就「該租契」條款第3.21(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) 改變或更改「政府房舍」或其任何部分的用途；
- (ii) 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3.21(b)(i)條及3.21(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

而且「該租契」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3.21(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

**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

Unless otherwise defined in this section, capitalised and other terms used in the following shall have the same meaning of such terms used in the Summary of Land Grant. Please refer to the Summary of Land Grant for reference.

i. Clauses Nos. 3.21(a) to 3.21(e) and 3.21(h) to 3.21(j) of the said lease stipulate that:

- (a) Subject to Clauses Nos. 3.21(b) and 3.21(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 neighbourhood elderly centre having a total gross floor area of not less than 200 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.21(b) and 3.21(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. 3.21(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a neighbourhood elderly centre 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. 3.21(d) of the said lease, FSI (which expression for the purpose of Clause No. 3.21(b) of the said lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:
- (i) to alter or vary the use of the Government Accommodation or any part thereof;
- (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
- (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under Clauses Nos. 3.21(b)(i) and 3.21(b)(ii) of the said lease

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。

- (c) 除「該租契」條款第3.21(b)條另有規定外，「承租人」根據「該租契」條款第3.21(d)條將「政府房舍」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，自費而不收任何費用，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，將「該租契」條款第3.21(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」。
- (e) 根據「該租契」條款第3.21(d)條轉讓予「該法團」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3.21(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」或「署長」所要求的「政府房舍」的部分的空置管有權交予政府供其獨有使用、佔用和營運。
- (i) (i) 受限於「該租契」條款第3.22(a)(ii)(l)條所述的「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：
  - (l) 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「政府房舍」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (ll) 所有為「政府房舍」及「該土地」上的發展項目的餘下部份而設的升降機、自動梯及樓梯；

and it is agreed and declared in the said lease 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. 3.21(b) of the said lease.

- (c) Subject to Clause No. 3.21(b) of the said lease, prior to the Lessee's assignment of the Government Accommodation to FSI pursuant to Clause No. 3.21(d) of the said lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in Clause No. 3.21(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. 3.21(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. 3.21(d) of the said lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.22(a)(ii)(l) of the said lease and in all respects to the satisfaction of the Director maintain the following items ("the Items"):
  - (l) 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 the Government Accommodation;
  - (ll) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the said land;



- (III) 構成為「政府房舍」及「該土地」上的發展項目的餘下部份而設的系統的一部份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；以及
  - (V) 所有為「政府房舍」及「該土地」上的發展項目的餘下部份而設的公共部份及設施。
- (ii) 「承租人」須就「承租人」未有保養「該等項目」所引致(不論是直接或間接引致的)或與「承租人」未有保養「該等項目」相關的一切責任、索償、損失、損害、支出、費用、開支、要求、法律行動及訴訟(不論任何及如何引致)向政府及「該法團」作出彌償,並使政府及「該法團」持續得到彌償。
  - (iii) 僅就「該租契」條款第3.21(i)(i)條而言,「承租人」一詞不包括「該法團」。
  - (iv) 就「該租契」條款第3.21(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3.21(d)條有所規定,「承租人」須應「署長」的要求,及按照「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「署長」不時提名的其他人士。
- ii. 「該租契」條款第3.22(a)(ii)(I)條至3.22(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
- (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) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Lessee to maintain the Items.
  - (iii) For the purpose of Clause No. 3.21(i)(i) of the said lease only, the expression "Lessee" shall exclude FSI.
  - (iv) For the purpose of Clause No. 3.21(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. 3.21(d) of the said lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.
- ii. Clauses Nos. 3.22(a)(ii)(I) to 3.22(a)(ii)(III) of the said lease stipulate 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

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」就此提名的其他人士釐定，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」的轉讓契據的日期起計。此外，除非及直至政府產業署署長或「署長」就此提名的其他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；以及

- (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3.22(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他方式惠及「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」就此提名的其他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；以及
- (E) 逾期末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：

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 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. 3.22(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 authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:
- (A) the right of shelter support and protection for the Government Accommodation;
- (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government

- (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該等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 3.22(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、設備、裝備、物料、機器或汽車進入「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
- 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 (“the Government Accommodation Services”) at any time at its absolute discretion without any charge by the Lessee provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within the said land and serving all those parts of the development on the said land other than the Government Accommodation;
- (D) the right to go, pass and repass over and along and to use the Common Areas referred to in Clause No. 3.22(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, plant, equipment, material, machinery 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, plant, equipment, machinery, material or motor vehicles for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;



論是否攜帶工具、設備、裝備、機械、物料或汽車，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；
- (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；以及
- (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

除在本售樓說明書另有定義外，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」。

- i. 根據「公契」第一節第1條，以下用詞各自的定義如下：

「政府房舍」指現已或將會按照「該租契」條款第3.21(a)條於「該土地」及「屋苑」提供或建造的、包含「長者鄰舍中心」並構成「屋苑」部分的該等政府、機構或社區設施（包括該處按照「該租契」第3.21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（其決定為最終決定及對所有「業主」具約束力）為該處專用的任何其他地方、設施、服務及裝置，現於「公契」所夾附的圖則第1頁以靛藍色顯示，以資識別，該圖則已經「認可人士」核證為準確；

「該等項目」指「該租契」條款第3.21(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「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；

- (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, plant, equipment, machinery, material or motor vehicles; and
- (J) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

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

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

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

“Government Accommodation” shall mean such government, institution and community facilities comprising the NEC forming part of the Estate provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause 3.21(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 3.21 of the said lease) and together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners), which for identification purpose only, is/are shown coloured Indigo on page 1 of the plan(s) annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person;

“Items” shall mean the Items as defined in Clause 3.21(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 the 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

(iii) 構成「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；

「長者鄰舍中心」指「該租契」條款第3.21(a)條具體指明的「長者鄰舍中心」，並構成「政府房舍」的一部分(該「長者鄰舍中心」於「公契」所夾附的圖則第1頁以靛藍色顯示，以資識別)。

- 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」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」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」未有管理及保養「該等項目」所引致(不論是直接或間接引致的)或因「經理人」未有管理及保養「該等項目」而引致的一切責任、損害、支出、索償、損失、開支、費用、要求、法律行動及訴訟(不論任何及如何引致)。
- 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總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

gether 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;

“Neighbourhood Elderly Centre” or “NEC” shall mean the neighbourhood elderly centre referred to in Clause 3.21(a) of the said lease, and which forms part of the Government Accommodation (which said neighbourhood elderly centre, for identification purpose only, is coloured Indigo on page 1 of the plans annexed to the DMC).

- 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 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.
- iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and the Government from and against all liabilities, damages, expenses, claims, losses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or as a consequence of the failure of the Manager 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 F.S.I., F.S.I. shall pay the monthly sum in respect thereof PROVIDED THAT the sum shall be as determined by the G.P.A. or other person nominated by the Director of Lands for this purpose in respect of the 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 F.S.I. shall incur no liability for payment of any monthly sum unless and until



業署署長或其代名人或其他由地政總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。為免存疑，「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總署署長就此提名的人士事先決定及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) 逾期或未繳管理及保養費的利息、罰款、收取管理及保養費之手續費等；

或同類付款。

vii. 根據「公契」第六節第48(b)條，為免生疑問，除「該租契」條款第3.22(a)(ii)(l)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」或其他）的攤付費用承擔責任，並無須對政府產業署署長或地政總署署長就此提名的其他人士認為並非直接服務或以其他方式直接惠及「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」或其他）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」，

the amount of the same shall have first been approved in writing by G.P.A. or its nominee or 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, F.S.I. 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 determined and approved by G.P.A. or its nominee or 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 3.22(a)(ii)(l) of the said lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards 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 the Common Areas and Facilities of the Estate and the Items. F.S.I. 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 Authority (as first owner) or the Manager.

viii. Pursuant to Clause 63(a) of Section VII of the DMC, notwithstanding anything to the contrary herein contained in the DMC, F.S.I. 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 other 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



或政府產業署署長或其代名人或地政總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，但須以下列條件作為前提：「政府房舍」的「業主」的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。

ix. 根據「公契」附表二A部第4條

(a) 「公契」豁免並保留給政府、地政總署署長及在「政府房舍」根據「該租契」條款第3.21(d)條轉讓予「該法團」（就「公契」附表二A部第4(a)條而言，不包括其受讓人）後，全權及可無須經「房委會」、「業主」及「經理人」贊同或批准或同意行使「公契」附表二A部第4(a)條所載的權利，即以其絕對酌情權於任何時候更改或修訂「政府房舍」或其任何部分的使用或總樓面面積，以及帶上或不帶工具、設備、機械及機器進行建築工程（包括但不限於地政總署署長認為有需要進行的改建、變更、加建、擴展或改善工程）。政府、地政總署署長及「該法團」不須對地政總署署長或「該法團」為行使「公契」附表二A部第4(a)條賦予的權力所導致的或附帶的對「房委會」或任何「業主」或「經理人」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「房委會」或任何「業主」或「經理人」亦不得就任何損失、損害、滋擾或干擾向政府、地政總署署長或「該法團」提出任何索償。

(b) 除上述的權利及特權外，「該法團」、其承租人、租戶、被許可人及獲其授權的人士及「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：

- (i) 「政府房舍」於任何時候享有庇護、支撐物及保護的權利；
- (ii) 讓氣體、電力、食水、污水、空調、電話及所有其他服務任何時候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」任何部分及「屋苑」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；
- (iii) 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施（下稱「政府房舍服務」）的權利，而無須向「房委會」或「業主」支付任何費用，亦無須獲得「經理人」或「業主」的批准或同意。但是，在進行

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 F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation 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.

ix. Pursuant to Clause 4 in Part A of the Second Schedule to the DMC:

(a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause 3.21(d) of the said lease, F.S.I. (which, for the purpose of Clause 4(a) in Part A of the Second Schedule to the DMC, shall not include its assigns) the absolute right to alter or vary, in his absolute discretion at any time, the use or the gross floor area of the Government Accommodation or any part thereof and 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 of Lands, with or without tools, equipment, plant and machinery, to effect the right as aforesaid in Clause 4(a) in Part A of the Second Schedule to the DMC, without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to in Clause 4(a) in Part A of the Second Schedule to the DMC.

(b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, and privileges and easements:

- (i) the right at all times of shelter, support and protection for the Government Accommodation;
- (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;
- (iii) 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 Authority or the Owners and

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「屋苑」的所有部分的該等服務及設施造成損壞；

- (iv) 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「公用地方與設施」或其任何部分，以及使用和享用「該土地」或其任何部分內或「屋苑」或其任何部分內任何公用設施的權利；
- (v) 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，及不論是否攜帶車輛、工具、設備、裝備、物料、機器或汽車進入「該土地」或「屋苑」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、改建及其他工程，以及進行「政府房舍服務」或其任何部分的保養、維修、加建、改建、改道、更改、重鋪及還原工程或其他工程；
- (vi) 享有暢通無阻進出「政府房舍」的通行權；
- (vii) 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「屋苑」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、物料或汽車，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；
- (viii) 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；
- (ix) 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「屋苑」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；以及
- (x) 根據「該租契」條款第3.22(a)(ii)(III)(J)條，地政總署署長視為必要或恰當的其他權利、特權及地役權。

without having to obtain the approval or consent of the Manager or the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within the said land and serving all those parts of the Estate other than the Government Accommodation;

- (iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities or any part thereof 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 any part of the Estate;
- (v) the right at all reasonable times, with or without surveyors, contractors, workmen or others and with or without vehicles, tools, plant, equipment, material, machinery or motor vehicles, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works or other works to the Government Accommodation Services or any part thereof;
- (vi) the free and uninterrupted rights of way to and from the Government Accommodation;
- (vii) 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 F.S.I. shall deem fit and the right of access over the said land or any part thereof or any part of the Estate, with or without servants, workmen or others and with or without tools, plant, equipment, machinery, material or motor vehicles, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (viii) 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;
- (ix) 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 Estate, with or without servants, workmen or others and with or without tools, plant, equipment, machinery, material or motor vehicles; and
- (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause 3.22(a)(ii)(III)(J) of the said lease.



- (c) 任何根據「公契」附表二A部第4條行使的地役權、權利及特權不須受限於「經理人」或「業主」的任何准許、批准或同意。
- x. 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「經理人」根據「公契」附表二B部第(a)條行使其權利進入有關「政府房舍」或其任何部分，該進入僅限作保養及維修用途，而且「經理人」須獲得「該法團」或政府產業署署長或其代名人之事先批准（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。

## 2. 粉紅色加黑斜線範圍

### (i) 批地文件的有關條文

「該租契」條款第3.17(a)條、3.17(b)條及3.17(c)(i)條至3.17(c)(iv)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1,543平方米的休憩空間（下稱「休憩空間」）。「署長」就何謂「休憩空間」作出的決定為最終決定，並對「承租人」具約束力。「休憩空間」須被指定為「該租契」條款第3.22(a)(vi)條所指的「公用地方」並成為其中一部分。
- (b) 除於「該租契」條款第3.17(c)條另有規定外，「承租人」不得使用、准許或容許他人使用「休憩空間」作供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (c) (i) 於附錄於「該租契」的圖則上以粉紅色加黑斜線顯示的全部範圍（該範圍位於地面水平以下的部分除外）（下稱「粉紅色加黑斜線範圍」）須被指定為「休憩空間」並成為其中一部分。

- (c) Any exercise of the easements, rights and privileges under Clause 4 in Part A of the Second Schedule to the DMC shall not be subject to any permission, approval or consent of the Manager or the Owners.

- x. 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, or 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 case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager requires the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (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. THE PINK HATCHED BLACK AREA

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

Clauses Nos. 3.17(a), 3.17(b) and 3.17(c)(i) to 3.17(c)(iv) of the said lease stipulate 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 1,543 square metres in area ("the Open Space"). The decision of the Director as to what constitutes the Open Space shall be final and binding on the Lessee. The Open Space shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(vi) of the said lease.
- (b) Except as provided in Clause No. 3.17(c) of the said lease, the Lessee shall not use, permit or suffer to be used the 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.



- (ii) 「承租人」須在整個「批租年期」內准許所有公眾人士於日間及晚上的任何時間就所有合法目的，在不須繳交任何性質的費用及自由的情況下徒步或乘坐輪椅以沿、往、返、穿過及越過之方式，經過及再經過「粉紅色加黑斜線範圍」的地面水平。
- (iii) 貨物或車輛不得被儲藏或停泊在「粉紅色加黑斜線範圍」或其任何部分之內。
- (iv) 除非得到署長事先書面批准，否則不得在「粉紅色加黑斜線範圍」上、上方、之上或之內豎立或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（就「該租契」第3.17(b)條及第3.17(c)條所准許的目的而提供或興建的構築物除外）。

#### (ii) 「公契」的有關條文

- i. 根據「公契」第一節第1條，「粉紅色加黑斜線範圍」指「該租契」條款第3.17(c)條所指，於「該租契」所夾附的圖則上以粉紅色加黑斜線顯示的範圍（該範圍位於地面水平以下的部分除外）。「粉紅色加黑斜線範圍」於「公契」所夾附的圖則以橙色加黑斜線顯示，以資識別。
- ii. 根據「公契」附表二B部第(d)條，「業主」須根據「該租契」條款第3.17(c)(ii)條准許所有公眾人士於日間及晚上的任何時間就所有合法目的，在不須繳交任何性質的費用及自由的情況下徒步或乘坐輪椅以沿、往、返、穿過及越過之方式，經過及再經過「粉紅色加黑斜線範圍」的地面水平。
- iii. 根據「公契」附表三第28條：
  - (a) 除非得到地政總署署長事先書面批准，否則不得在「粉紅色加黑斜線範圍」上、上方、之上或之內豎立或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（就「該租契」第3.17(b)條及第3.17(c)條所准許的目的而提供或興建的構築物除外）。
  - (b) 貨物或車輛不得被儲藏或停泊在「粉紅色加黑斜線範圍」或其任何部分之內。

### 3. 排水渠及渠道

#### (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」認為需要的排水渠及渠道，以便截斷與引導所有落在或

- (c) (i) The whole of the area shown coloured pink hatched black on the plan annexed to the said lease (excluding the portion of the said area below ground level or levels) (“the Pink Hatched Black Area”) shall be designated as and form part of the Open Space.
- (ii) The Lessee shall throughout the Lease Term permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the ground level or levels of the Pink Hatched Black Area.
- (iii) No goods or vehicles shall be stored or parked within the Pink Hatched Black Area or any part or parts thereof.
- (iv) Except with the prior written approval of the Director, no building or structure or support for any building or structure (other than the structure or structures provided or constructed for the purposes permitted under Clauses Nos. 3.17(b) and 3.17(c) of the said lease) shall be erected or constructed or placed on, over, above or within the Pink Hatched Black Area.

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

- i. Pursuant to Clause 1 of Section I of the DMC, “Pink Hatched Black Area” shall mean the area shown coloured pink hatched black on the plan annexed to the said lease (excluding the portion of the said area below ground level or levels) and referred to in Clause 3.17(c) of the said lease. For the purpose of identification only, the Pink Hatched Black Area is shown coloured Orange Hatched Black on the plan(s) annexed to the DMC.
- ii. Pursuant to Clause (d) in Part B of the Second Schedule to the DMC, the Owners shall permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the ground level or levels of the Pink Hatched Black Area pursuant to Clause 3.17(c)(ii) of the said lease.
- iii. Pursuant to Clause 28 of the Third Schedule to the DMC:
  - (a) Except with the prior written approval of the Director of Lands, no building or structure or support for any building or structure (other than the structure or structures provided or constructed for the purposes permitted under Clause 3.17(b) and Clause 3.17(c) of the said lease) shall be erected or constructed or placed on, over, above or within the Pink Hatched Black Area.
  - (b) No goods or vehicles shall be stored or parked within the Pink Hatched Black Area or any part or parts thereof.

### 3. DRAINS AND CHANNELS

#### (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

流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「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（不論是直接或間接導致的）或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、支出、費用、要求、法律行動及訴訟（不論任何或如何引致）自行負責並向政府作出彌償，並使政府持續得到彌償。

- (b) 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。

**(i) 「公契」的有關條文**

- i 請參閱上文第A1(ii)x段。
- ii. 根據「公契」第四節第20條第(j)項(1)款及(2)款，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
  - (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條第(r)項，「經理人」有權力、職能和責任採取一切必要或適當的措施促使「業主」實施「該租契」，特別是按「該租契」規定並且（如適用）以令地政總署署長、渠務署署長或其他政府部門（視情況而定）滿意的方式視察、保養、維修、拆卸、清除、修復、豎立或興建「該土地」和任何毗鄰或毗連政府土地或出租土地內

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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

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

- i. Please see paragraph A1(ii)x above.
- ii. Pursuant to Clauses 20(j)(1) and (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.
- iii. Pursuant to Clause 20(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or



(如適用)的所有土地、「休憩空間」、斜坡處理工程、擋土結構、護土牆及其他承托物、保護物、排水、附屬及其他工程和構築物。

- iv. 根據「公契」第四節第20條第(az)項，「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。
- v. 根據「公契」第四節第20條第(ba)項，「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)。
- vi. 根據「公契」第七節第54(a)(1)條第(iv)項，由「經理人」準備的周年財政預算的第一部分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」、「房屋委員會樓宇」或「政府房舍」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」、「房屋委員會樓宇」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。
- vii. 根據「公契」第七節第54(a)(1)條第(xix)項，由「經理人」準備的周年財政預算的第一部分第一節應包括製造、建造、修理和修改所有或任何「屋苑」或其任何與其他相鄰或毗鄰的樓宇共用的部分所需要的或所擁有的道路、巷道、行人道、渠道、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費用的合理份數及部分。

## 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

- i. 請參閱上文第A1(i)(i)(i)段、A2(i)段及A3(i)段。
- ii. 「該租契」條款第5.3(a)及5.3(c)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雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管

other Government departments (as the case may be), all land, the Open Space, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).

- iv. Pursuant to Clause 20(az) 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 4.10(a) of the said lease, to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 20(ba) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(c) of the said lease, to the satisfaction of the Director of Lands.
- vi. 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 Block, 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 Block, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the said lease.
- vii. Pursuant to Clause 54(a)(1)(xix) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for 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 Estate or any part thereof in common with other premises near or adjoining thereto.

## 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

- i. Please see paragraphs A1(i)(i)(i), A2(i) and A3(i) above.
- ii. **Clauses Nos. 5.3(a) and 5.3(c) of the said lease stipulates that:**
  - (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke



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。

- (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)i至A1(ii)viii段、A2(ii)段及A3(ii)段。
- ii. 根據「公契」第十一節第98條，「業主」須按「該租契」條款第5.3(c)條以令地政總署署長滿意的方式自費維持、保養及維修所有及任何雨水渠、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）。

**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**

**(i) 批地文件的有關條文**

請參閱上文第A2(i)段。

**(ii) 「公契」的有關條文**

請參閱上文第A2(ii)段。

**(iii) 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的大小**

約17平方米。

- (iv) 公眾有權按照批地文件使用該休憩用地。
- (v) 該休憩用地按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。
- (vi) 該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該休憩用地的部分開支。

**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。**

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.

- (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 DMC**

- i. Please see paragraphs A1(ii)i to A1(ii)viii, A2(ii) and A3(ii) above.
- ii. Pursuant to Clause 98 of Section XI of the DMC, the Owners shall, at their own expense, uphold, maintain and repair, to the satisfaction of the Director of Lands, all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) pursuant to Clause 5.3(c) of the said lease.

**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**

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

Please see paragraph A2(i) above.

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

Please see paragraph A2(ii) above.

**(iii) Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development**

About 17 square metres.

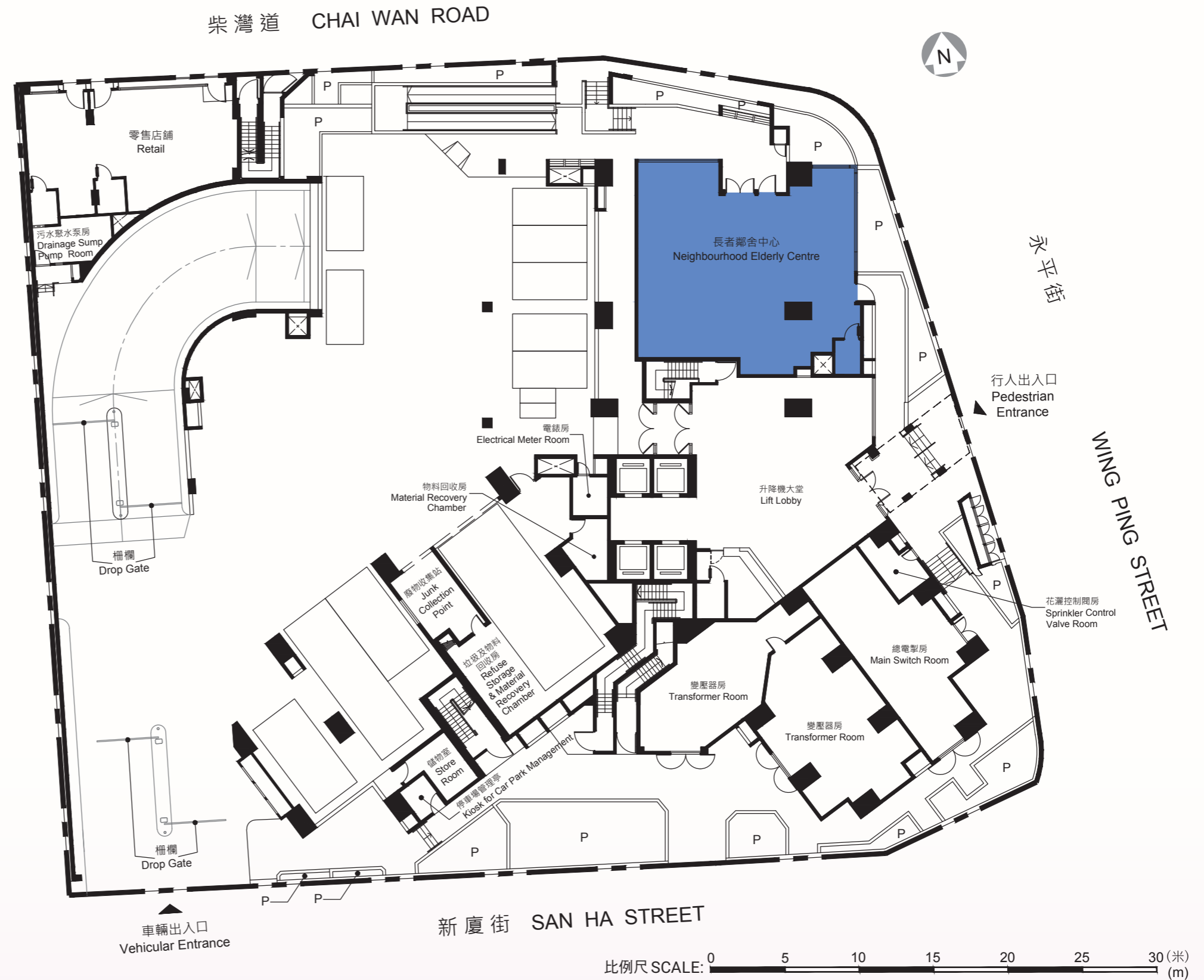
- (iv) The general public has the right to use the open space in accordance with the Land Grant.
- (v) The open space is required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
- (vi) Those owners are required to meet a proportion of the expense of managing, operating or maintaining the open space through the management expenses apportioned to the residential properties concerned.

**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.

政府屋宇—長者鄰舍中心  
Government Accommodation –  
Neighbourhood Elderly Centre

地下平面圖  
Ground Floor Plan

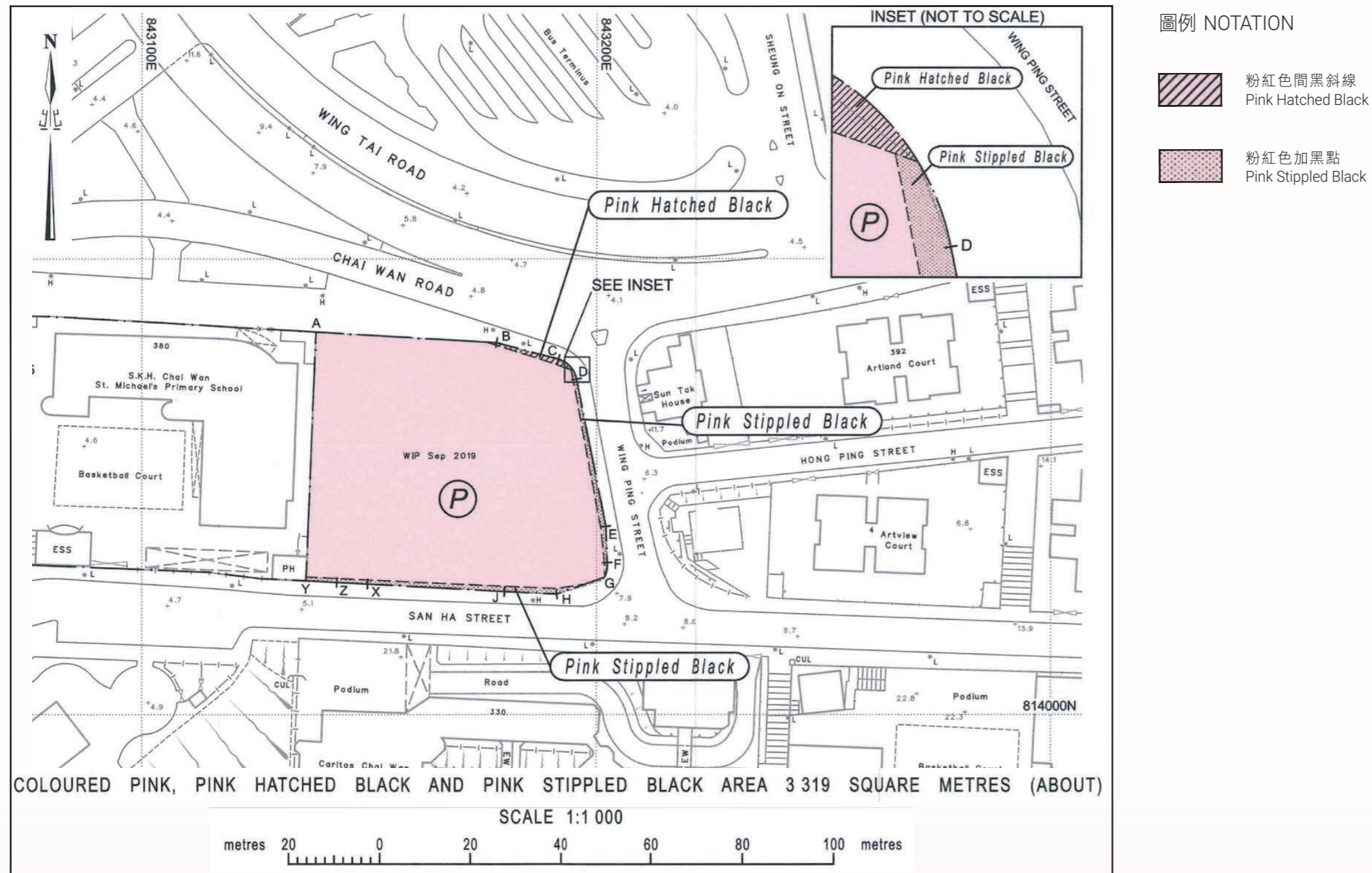


圖例 NOTATION

———	地界	Lot Boundary
P	花槽	Planter

蝶翠苑「該租契」附圖(摘錄)

Extract of Plan Annexed to the Lease of Dip Tsui Court





# 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綠表置居計劃（綠置居）單位有關的事宜，例如轉讓限制、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。

買方會在房委會的職員面前，簽署買賣協議。儘管如此，有關職員只會向買方詮釋買賣協議的內容，並見證其簽署買賣協議，但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 如所購綠置居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為有關單位所委聘的律師行。

如所購綠置居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綠置居單位事宜；或
- 委聘房委會的代表律師行代表他們辦理購買綠置居單位事宜。

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，例如轉讓限制、印花稅等。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 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 under the GSH, such as 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 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 GSH flat is over one million dollars*

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 firm of solicitors appointed by the HA for the concerned flat.

*If the price of the GSH flat does not exceed one million dollars*

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, such as alienation restrictions, stamp duties, etc. 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. 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.