

# 出售綠表置居計劃單位 2022

Sale of Green Form Subsidised Home Ownership Scheme Flats



高宏苑

*Ko Wang Court*

售樓說明書 SALES BROCHURE

# 01

## 一手住宅物業買家須知

### Notes to Purchasers of First-hand Residential Properties

你在購置高宏苑綠表置居計劃(下稱「綠置居」)單位之前，應留意下列事項：

#### 1 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：[www.srpe.gov.hk](http://www.srpe.gov.hk))，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽香港房屋委員會(下稱「房委會」)作為賣方就出售高宏苑單位所指定的互聯網網站(下稱「指定網站」)([www.housingauthority.gov.hk/gsh/2022/KoWang](http://www.housingauthority.gov.hk/gsh/2022/KoWang))內的有關資訊，包括售樓說明書、價單及高宏苑單位的成交紀錄冊。
- 高宏苑的售樓說明書及有關價單，會在該項目的首個選購單位日期前向公眾發布。
- 在指定網站內載有高宏苑單位成交資料的成交紀錄冊，以供查閱。

#### 2 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向房委會綠置居銷售小組了解，你須付予房委會或高宏苑管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及/或清理廢料的費用(如有)。

#### 3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。
- 留意價單所載列的支付條款。
- 綠表買方於綠置居銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣三萬七千元正(HK\$37,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之五)，若上述本票金額不足選購單位樓價的百分之五，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 如你擬選用名列於房委會公布名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。
- 按揭貸款安排的資料包括可獲得的按揭貸款金額上限、最長還款年期、最高按揭利率，須繳付的行政費以及買方所需的其他按揭貸款安排的相關批准(如適用)。

You are advised to take the following steps before purchasing Green Form Subsidised Home Ownership Scheme (GSH) flats in Ko Wang Court:

#### 1 Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) ([www.srpe.gov.hk](http://www.srpe.gov.hk)) on the first-hand residential property market.
- Study the information on the website designated by the Hong Kong Housing Authority (HA) as vendor for the sale of flats in Ko Wang Court (designated website) ([www.housingauthority.gov.hk/gsh/2022/KoWang](http://www.housingauthority.gov.hk/gsh/2022/KoWang)), including the sales brochure, price list and the register of transactions of the flats in Ko Wang Court.
- Sales brochure and price list for Ko Wang Court will be made available to the general public before the first date of flat selection of the Development.
- Information on transactions of the flats in Ko Wang Court can be found on the register of transactions on the designated website.

#### 2 Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the HA GSH Sales Unit the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the HA or the manager of Ko Wang Court.

#### 3 Price list, payment terms and mortgage loan arrangement

- The HA will offer to sell all the residential properties that are covered in a price list.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser must, at the time of signing the Agreement for Sale and Purchase (ASP) at the GSH Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$37,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 5% of the purchase price). If the amount of such cashier's order(s) is less than 5% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash or company cheque will not be accepted).
- If you intend to opt for any mortgage plans offered by banks or financial institutions on the approved list provided by the HA, before entering into an ASP, you must study the details of various mortgage loan arrangement as set out in the price list and other sales documents concerned. If you have any questions about mortgage loan plans, you should check with the banks or financial institutions concerned direct before entering into an ASP.
  - The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, mortgage interest rate, the payment of administrative fees and necessary approvals for other mortgage arrangement required by the purchaser (if applicable).

### 4 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部及內部尺寸。售樓說明書所提供有關住宅物業外部及內部的尺寸，不會把批盪和裝飾物料包括在內。買方收樓前如欲購置家具，應留意這點。
- 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項：
  - (i) 每個住宅物業的外部尺寸；
  - (ii) 每個住宅物業的內部尺寸；
  - (iii) 每個住宅物業的內部間隔的厚度；
  - (iv) 每個住宅物業內個別分隔室的外部尺寸。
- 根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

### 5 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的

### 4 Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property – (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property – air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
  - According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following:
    - (i) the external dimensions of each residential property;
    - (ii) the internal dimensions of each residential property;
    - (iii) the thickness of the internal partitions of each residential property;
    - (iv) the external dimensions of individual compartments in each residential property.
  - According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

### 5 Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure:
  - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest

水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；

- 室內和外部的裝置、裝修物料和設備；
- 管理費按甚麼基準分擔；
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

## 6 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。房委會會在綠置居銷售小組提供政府批地文件和公契(或公契擬稿)的複本，供準買方免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關住宅物業內可否飼養動物。

## 7 售樓處內有關可供揀選住宅物業的資料

- 向綠置居銷售小組查詢清楚有那些一手住宅物業可供揀選。你可從綠置居銷售小組展示的「銷售情況表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日內有那些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立買賣協議。

## 8 成交紀錄冊

- 留意發展項目的成交紀錄冊。房委會須於買賣協議訂立後一個工作天內，披露該買賣協議的資料。你可透過成交紀錄冊得悉發展項目的銷售情況。

## 9 買賣協議

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在買賣協議上列明。
- 留意夾附於買賣協議的圖則。該圖則會顯示所有賣方售予你的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，物業的買賣合約會載有條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)批准後的14日內，將該項改動以書面通知買方。
- 於綠置居銷售小組簽署買賣協議時，你須向房委會繳付不少於樓價的百分之五作為定金(請參閱第一頁的第三項有關價單、支付條款及按揭貸款安排)。

residential floor of the building. This will help you visualise the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;

- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

## 6 Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The HA will provide copies of the Government land grant and the DMC (or the draft DMC) at the GSH Sales Unit for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

## 7 Information on availability of residential properties for selection at sales office

- Check with the GSH Sales Unit which residential properties are available for selection. You may check from the status of sale of flats table displayed at the GSH Sales Unit on the progress of sale on a date of sale, including which residential properties have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into an ASP rashly.

## 8 Register of transactions

- Pay attention to the register of transactions for a development. The HA must, within 1 working day after entering into an ASP, enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

## 9 Agreement for sale and purchase

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the floor plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. A provision is incorporated in an ASP for uncompleted development requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)).
- At the time of signing the ASP at the GSH Sales Unit, a deposit of not less than 5% of the purchase price is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).

## 一手住宅物業買家須知

### Notes to Purchasers of First-hand Residential Properties

- 若你要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於樓價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，你須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。

#### 10 委聘律師

- 你應在參與選購單位前，自行聘請你屬意的律師行，代表你處理買樓交易。如你自行聘請律師行代表你處理買樓交易，該律師行便能夠在購樓交易的每個階段向你提供獨立意見。如你選擇委聘房委會的代表律師行代表你辦理買賣交易，有關律師行將同時代表你及房委會，倘發生利益衝突，未必能夠保障你的最大利益。
- 你須注意你會在房委會職員面前簽署買賣協議，有關職員只會向你詮釋買賣協議內容及見證你簽署買賣協議，他們不會就買賣協議或與交易有關的任何其他事宜，向你提供任何法律意見。
- 如所購高宏苑單位的售價為一百萬元以上，你必須自行委聘屬意的律師行代表你辦理購買單位事宜。該律師行不可以是房委會為有關單位所委聘的律師行。
- 如所購高宏苑單位的售價不超過一百萬元，你可：
  - (i) 自行委聘屬意的律師行代表你辦理購買單位事宜；或
  - (ii) 委聘房委會的代表律師行代表你辦理購買單位事宜。
- 比較不同律師的收費。  
(請參閱第88頁的對買方的警告)

#### 適用於一手未落成住宅物業

#### 11 預計關鍵日期及收樓日期

- 查閱售樓說明書中高宏苑的預計關鍵日期。
  - 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
  - 售樓說明書中高宏苑的預計關鍵日期並不同買方的「收樓日期」。
- 高宏苑的收樓日期：
  - 房委會須於高宏苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
  - 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。
  - 有關物業的買賣須於房委會發出上述通知的日期的14日內完成。有關物業的買賣完成後，房委會將安排買方收樓事宜。

- If you request for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, you are required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.

#### 10 Appointment of solicitor

- Before attending flat selection, you are urged to engage a separate firm of solicitors of your choice to act for you in relation to the transaction. If you appoint a separate firm of solicitors to act for you in relation to the transaction, that firm of solicitors will be able to give independent advice to you at every stage of the purchase. If you appoint the HA's solicitors to act for you in relation to the transaction, the solicitors will be acting jointly for the HA and you, and they may not be able to protect your best interests in the event of a conflict of interest.
- It should be noted that the ASP shall be signed by you before the staff of the HA who will only interpret the contents of the ASP to you and attest your signing of the ASP. The staff will not give you any legal advice on the ASP or any other matters in connection with the transaction.
- If the price of the flat in Ko Wang Court is over one million dollars, you must appoint a separate firm of solicitors of your choice to act for you 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 flat in Ko Wang Court does not exceed one million dollars, you may either:
  - (i) appoint a separate firm of solicitors of your choice to act for you in relation to the transaction; or
  - (ii) appoint the HA's solicitors to act for you in relation to the transaction.
- Compare the charges of different solicitors.  
(Please refer to Warning to Purchasers on page 88)

#### For first-hand uncompleted residential properties

#### 11 Estimated material date and handing over date

- Check the estimated material date for Ko Wang Court in the sales brochure.
  - "Material date" means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of "material date", please refer to section 2 of the Ordinance.
  - The estimated material date for Ko Wang Court in the sales brochure is not the same as the date on which a residential property is handed over to purchaser.
- Handing over date for Ko Wang Court:
  - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ko Wang Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
  - The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).
  - The sale and purchase shall be completed within 14 days after the date of the notification aforesaid. Upon completion of the sale and purchase, the HA shall arrange handover of the property to the purchaser.

- 委任建築師可批予在預計關鍵日期之後完成高宏苑。
  - 房委會有權獲得委任建築師在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他房委會所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。
  - 委任建築師可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 房委會須於委任建築師批予延期後的14日內，向買方提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向房委會查詢。

適用於一手已落成住宅物業

**12 賣方資料表格**

- 確保取得最近三個月內印製有關你擬購買的一手已落成住宅物業的「賣方資料表格」。

**13 買方須注意的其他事項**

- 有關高宏苑綠置居單位的轉讓限制，請參閱第128頁至第129頁。
- 本銷售計劃下出售的高宏苑綠置居單位的使用、佔用及轉讓限制(包括業權轉讓或出租限制)是受制於政府租契、買賣協議及轉讓契據所載的條款、契諾、條件和相關規定。

其他相關聯絡資料：

	電話	傳真	網址/電郵
一手住宅物業銷售監管局	2817 3313	2219 2220	www.srpa.gov.hk/ enquiry_srpa@hd.gov.hk
消費者委員會	2929 2222	2856 3611	www.consumer.org.hk/ cc@consumer.org.hk
地產代理監管局	2111 2777	2598 9596	www.eaa.org.hk/ enquiry@eaa.org.hk
香港地產建設商會	2826 0111	2845 2521	-
稅務局	2594 3202	2519 6740	www.ird.gov.hk/ taxsdo@ird.gov.hk

- Appointed Architect may grant extension(s) of time for completion of Ko Wang Court beyond the estimated material date.
  - The HA is entitled to an extension of time for completion of the development beyond the estimated material date as granted by the Appointed Architect having regard to delays caused exclusively by any one or more of the following reasons:
    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the HA's control;
    - war; or
    - inclement weather.
  - The Appointed Architect may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The HA shall within 14 days after the issue of an extension of time granted by the Appointed Architect, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the HA if there are any questions on handing over date.

For first-hand completed residential properties

**12 Vendor's information form**

- Ensure that you obtain the "vendor's information form" printed within the previous 3 months in relation to the residential property you intend to purchase.

**13 Other points to note**

- For alienation restrictions of GSH flats in Ko Wang Court, please refer to page 128 to page 129.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of GSH flats in Ko Wang Court under the current sale exercise are subject to the terms, covenants, conditions and relevant requirements contained in the Government lease, the ASP and the Deed of Assignment.

Other useful contacts:

	Telephone	Fax	Website / Email
Sales of First-hand Residential Properties Authority	2817 3313	2219 2220	www.srpa.gov.hk/ enquiry_srpa@hd.gov.hk
Consumer Council	2929 2222	2856 3611	www.consumer.org.hk/ cc@consumer.org.hk
Estate Agents Authority	2111 2777	2598 9596	www.eaa.org.hk/ enquiry@eaa.org.hk
Real Estate Developers Association of Hong Kong	2826 0111	2845 2521	-
Inland Revenue Department	2594 3202	2519 6740	www.ird.gov.hk/ taxsdo@ird.gov.hk

## 02

## 發展項目的資料

## Information on the Development

發展項目名稱	Name of the Development
高宏苑	Ko Wang Court
街道名稱及門牌號數	Name of street and street number
欣榮街131號* <small>*上述門牌號數為臨時門牌號數，有待該發展項目建成時確認。</small>	131 Yan Wing Street* <small>*The above street number is provisional and is subject to confirmation when the Development is completed.</small>
樓層總數	Total number of storeys
<b>A座</b> ：46層(包括地下及天台) <b>B座</b> ：48層(包括地下低層2樓、地下低層1樓、地下及天台)	<b>Block A</b> : 46 storeys (including ground floor and roof) <b>Block B</b> : 48 storeys (including lower ground floor level 2, lower ground floor level 1, ground floor and roof)
樓層號數	Floor numbering
<b>A座</b> ：地下、1樓至44樓及天台 <b>B座</b> ：地下低層2樓、地下低層1樓、地下、1樓至44樓及天台	<b>Block A</b> : G/F, 1/F – 44/F and roof <b>Block B</b> : LG2/F, LG1/F, G/F, 1/F – 44/F and roof
被略去的樓層號數	Omitted floor numbers
不適用	Not applicable
庇護層	Refuge floor
<b>A座</b> ：19樓 <b>B座</b> ：22樓	<b>Block A</b> : 19/F <b>Block B</b> : 22/F
由發展項目的委任建築師提供的該項目的預計關鍵日期	Estimated material date for the Development as provided by the appointed architect for the Development
A座：2025年4月30日；B座：2025年6月30日(註) 上述預計關鍵日期，是受到買賣協議所允許的任何延期所規限的。為買賣協議的目的，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。	Block A: 30 April 2025, Block B: 30 June 2025 (Notes) The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, the Development is deemed to be completed on the date on which an Occupation Permit for every building in the Development is issued.

註：就高宏苑而言：

- 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
- 房委會須於高宏苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
- 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。

Notes: For Ko Wang Court:

- “Material date” means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of “material date”, please refer to section 2 of the Ordinance.
- The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ko Wang Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
- The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).



# 03

## 賣方及有參與發展項目的其他人的資料

### Information on Vendor and Others Involved in the Development

賣方	Vendor
香港房屋委員會	Hong Kong Housing Authority
委任建築師	Appointed architect
房屋署總建築師(發展及標準策劃)	Chief Architect (Development and Standards), Housing Development
承建商	Building contractor
中國建築工程(香港)有限公司	China State Construction Engineering (Hong Kong) Limited
代表賣方的律師事務所	Firm(s) of solicitors acting for the vendor
高露雲律師行、中倫律師事務所有限法律責任合夥、劉漢銓律師行	Wilkinson & Grist; Zhong Lun Law Firm LLP; Chu & Lau
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	Authorised institution that has made a loan, or has undertaken to provide finance, for the construction of the Development
不適用	Not applicable
已為發展項目的建造提供貸款的任何其他人	Any other person who has made a loan for the construction of the Development
不適用	Not applicable



# 04

## 有參與發展項目的各方的關係

### Relationship between Parties Involved in the Development

a	賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an authorised person for the Development;	Not applicable
b	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorised person;	Not applicable
c	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorised person;	Not applicable
d	賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorised person;	Not applicable
e	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorised person;	Not applicable
f	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorised person;	Not applicable
g	賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not applicable
h	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not applicable
i	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors;	Not applicable
j	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and an authorised person for the Development, or an associate of such an authorised person, holds at least 10% of the issued shares in that vendor, holding company or contractor;	Not applicable

有參與發展項目的各方的關係  
Relationship between Parties Involved in the Development

<b>k</b>	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and such an authorised person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;	Not applicable
<b>l</b>	賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	不適用	the vendor or a building contractor for the Development is a corporation, and such an authorised person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	Not applicable
<b>m</b>	賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	不適用	the vendor or a building contractor for the Development is a partnership, and such an authorised person, or such an associate, is an employee of that vendor or contractor;	Not applicable
<b>n</b>	賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that vendor, holding company or contractor;	Not applicable
<b>o</b>	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;	Not applicable
<b>p</b>	賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	不適用	the vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	Not applicable
<b>q</b>	賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	不適用	the vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;	Not applicable
<b>r</b>	賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	不適用	the vendor or a building contractor for the Development is a corporation, and the corporation of which an authorised person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;	Not applicable
<b>s</b>	賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	不適用	the vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Not applicable



# 05

## 發展項目的設計的資料

### Information on Design of the Development

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.

非結構的預製外牆的厚度範圍：

A座: 150毫米 – 275毫米

B座: 150毫米 – 245毫米

**Range of thickness of the non-structural prefabricated external walls:**

Block A: 150mm – 275mm

Block B: 150mm – 245mm

每個住宅物業的非結構的預製外牆的總面積：

**Total area of the non-structural prefabricated external walls of each residential property:**

座數 Block	樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
A	1樓 – 18樓、20樓 – 44樓 1/F – 18/F, 20/F – 44/F	1, 2, 5, 6, 7, 8, 10, 11, 12, 23	0.552
		3, 4, 9	0.760
		13	1.243
		14, 15	0.917
		16	1.550
		17	0.811
		18	0.542
		19	1.052
		20	1.378
		21, 22	1.553
		24	1.043

每個住宅物業的非結構的預製外牆的總面積：

Total area of the non-structural prefabricated external walls of each residential property:

座數 Block	樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
B	1樓 - 21樓、23樓 - 44樓 1/F - 21/F, 23/F - 44/F	1, 2, 3, 4, 5, 12, 23	0.552
		6	1.096
		7, 8, 9, 10, 11	0.760
		13, 16, 19, 22	0.917
		17	0.717
		18	0.878
		20	0.977
		21	1.356
	1樓 1/F	14, 15	0.977
	2樓 - 21樓、23樓 - 44樓 2/F - 21/F, 23/F - 44/F	14	1.356
		15	0.977

構成圍封牆的一部分的幕牆：  
不適用

Curtain walls forming part of the enclosing walls:  
Not applicable

# 06 物業管理的資料

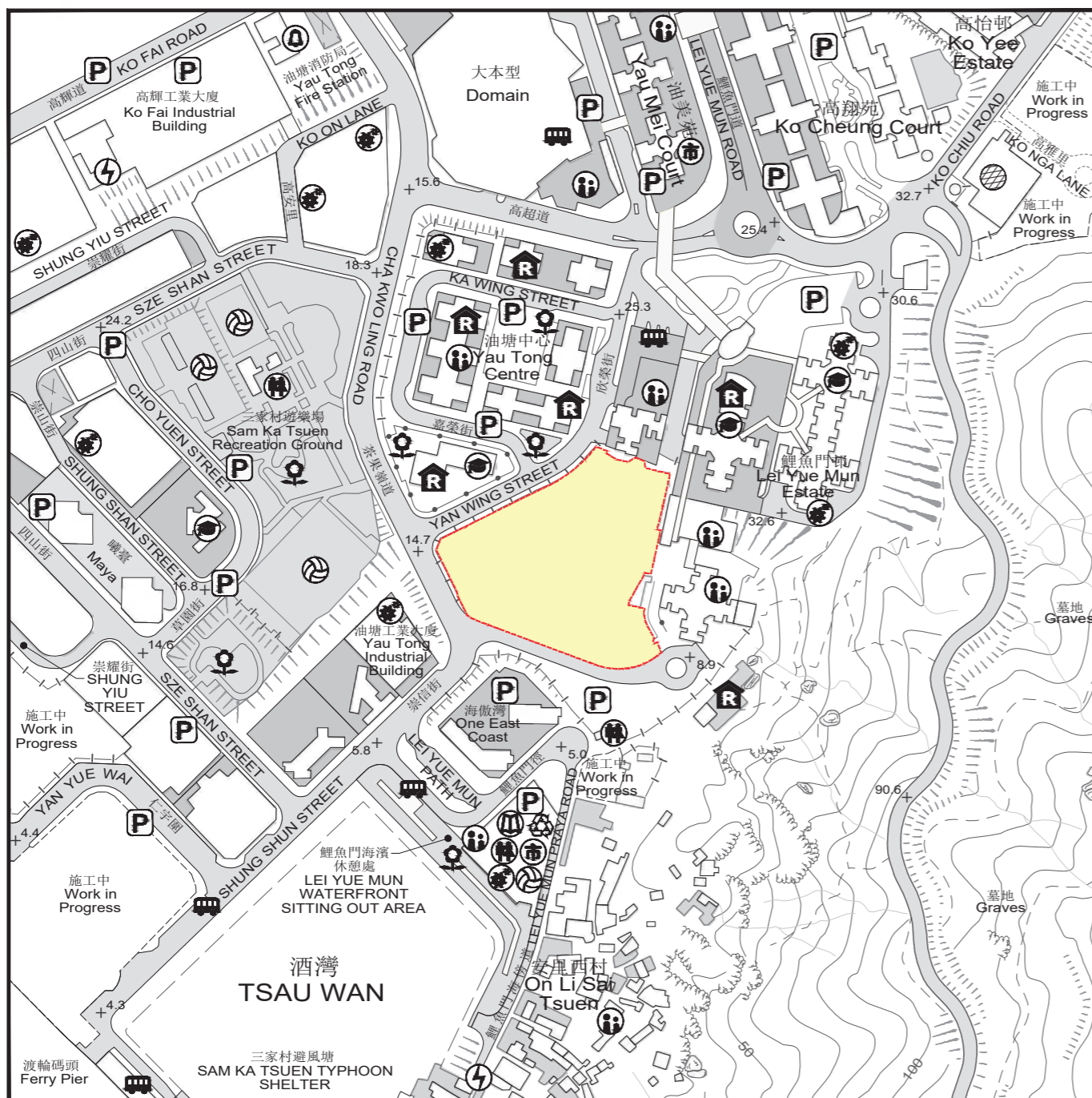
## Information on Property Management

根據公契在售楼說明書的印製日期的最新擬稿獲委任的該發展項目的 管理人	The Manager of the Development appointed under the latest draft Deed of Mutual Covenant as at the date on which the sales brochure is printed
香港房屋委員會	Hong Kong Housing Authority

# 07

## 發展項目的所在位置圖

### Location Plan of the Development



比例尺 SCALE: 0 50 100 150 200 250 (米) (m)



高宏苑  
Ko Wang Court

#### 圖例 NOTATION

	消防局 A Fire Station		公廁 A Public Convenience
	公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		社會福利設施 (包括老人中心及弱智人士護理院) Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
	學校 (包括幼稚園) A School (including a Kindergarten)		垃圾收集站 A Refuse Collection Point
	香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway		市場 (包括濕貨市場及批發市場) A Market (including a Wet Market and a Wholesale Market)
	公園 A Public Park		圖書館 A Library
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		公用事業設施裝置 A Public Utility Installation
	宗教場所 (包括教堂、廟宇及祠堂) A Religious Institution (including a Church, a Temple and a Tsz Tong)		

此位置圖參考日期為2023年2月16日之測繪圖(編號為T11-SE-B)製作,有需要處經修正處理。  
地圖由香港地理數據站提供,香港特別行政區政府為知識產權擁有人。

The Location Plan is prepared with reference to Survey Sheet No. T11-SE-B dated 16 February 2023, with adjustments where necessary.

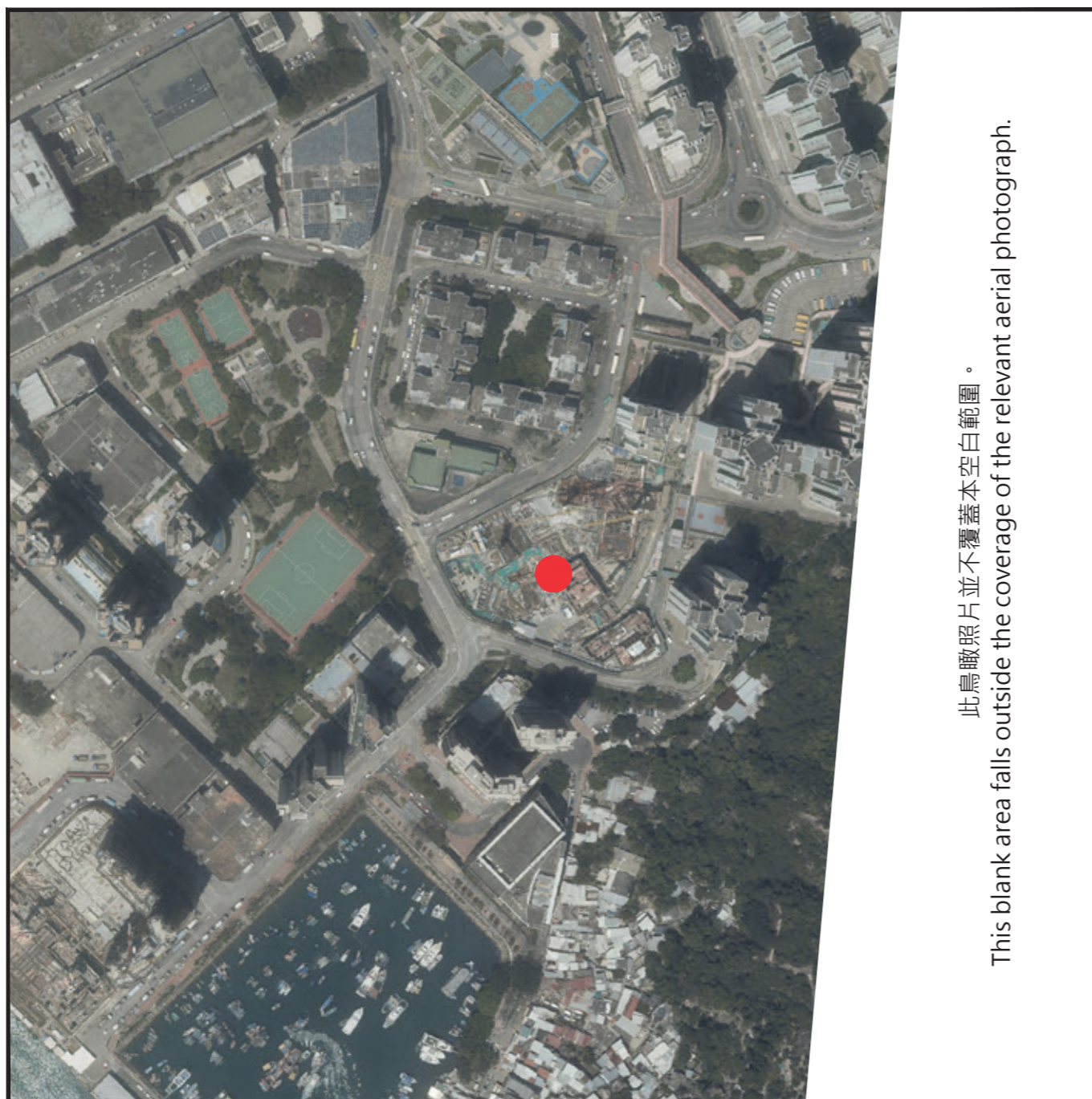
The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註:

- 賣方建議買方到該發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因,此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.



此鳥瞰照片並不覆蓋空白範圍。  
This blank area falls outside the coverage of the relevant aerial photograph.



● 高宏苑  
Ko Wang Court

摘錄自地政總署測繪處於2022年4月10日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E165270C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E165270C, dated 10 April 2022.

The photograph is provided by the Hong Kong GeoData Store and Intellectual property rights are owned by the Government of the HKSAR.

註：

1. 該發展項目的鳥瞰照片之副本可於房委會綠置居銷售小組辦事處開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

此鳥瞰照片並不覆蓋本空白範圍。  
This blank area falls outside the coverage of the relevant aerial photograph.



● 高宏苑  
Ko Wang Court

摘錄自地政總署測繪處於2022年4月10日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E165272C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E165272C, dated 10 April 2022.

The photograph is provided by the Hong Kong GeoData Store and Intellectual property rights are owned by the Government of the HKSAR.

註：

1. 該發展項目的鳥瞰照片之副本可於房委會綠置居銷售小組辦事處開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

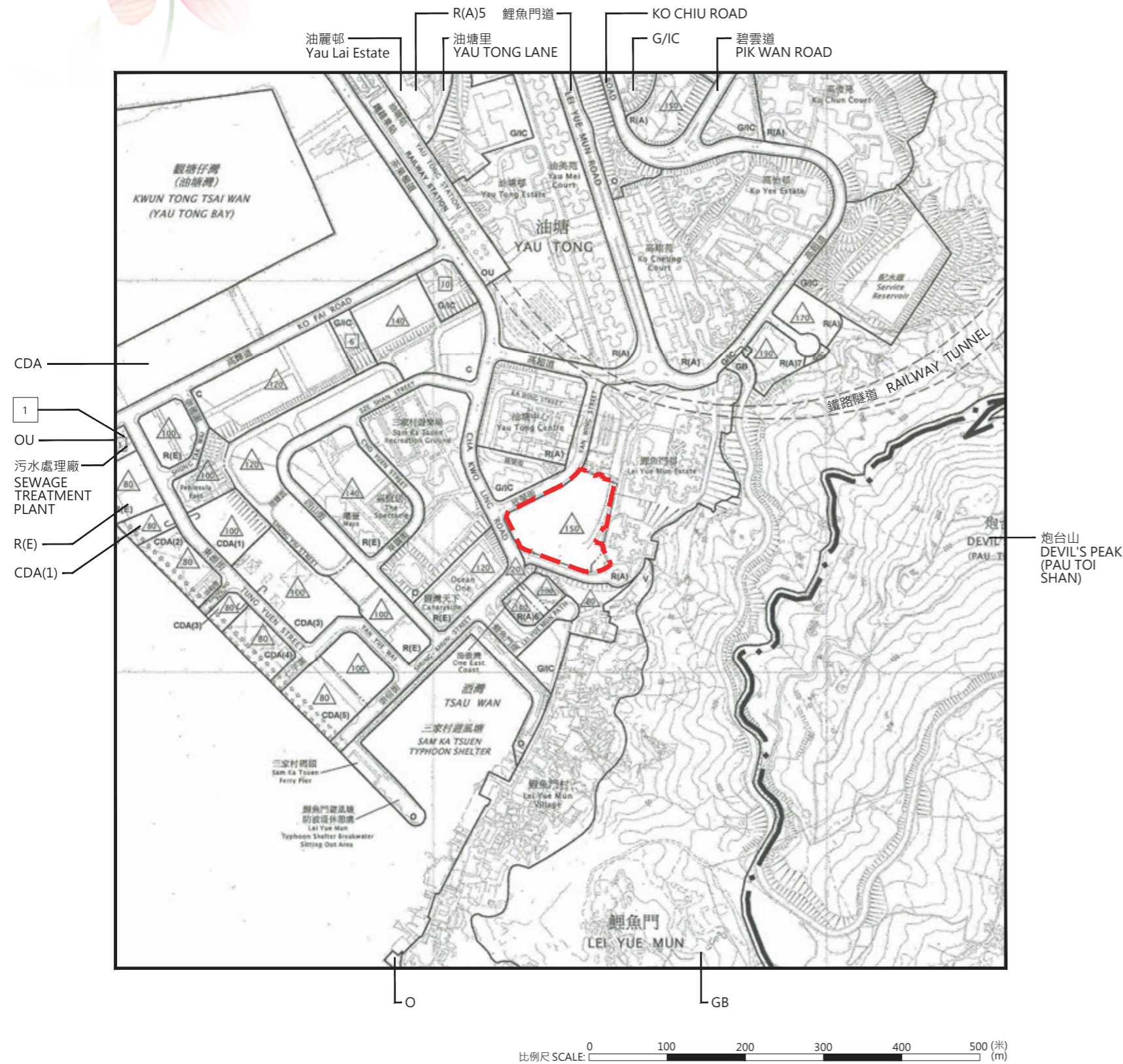
1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.





# 09 關乎發展項目的分區計劃大綱圖

## Outline Zoning Plan Relating to the Development



高宏苑  
Ko Wang Court

### 圖例 NOTATION

地帶 ZONES			
C	商業	Commercial	
CDA	綜合發展區	Comprehensive Development Area	
R(A)	住宅(甲類)	Residential (Group A)	
R(B)	住宅(乙類)	Residential (Group B)	
R(E)	住宅(戊類)	Residential (Group E)	
V	鄉村式發展	Village Type Development	
G/IC	政府、機構或社區	Government, Institution or Community	
O	休憩用地	Open Space	
OU	其他指定用途	Other Specified Uses	
GB	綠化地帶	Green Belt	
CPA	海岸保護區	Coastal Protection Area	
交通 COMMUNICATIONS			
Station	鐵路及車站	Railway and Station	
Station	鐵路及車站(地下)	Railway and Station (Underground)	
Station	鐵路及車站(高架)	Railway and Station (Elevated)	
	主要道路及路口	Major Road and Junction	
	高架道路	Elevated Road	
其他 MISCELLANEOUS			
	規劃範圍界線	Boundary of Planning Scheme	
	建築物高度管制區界線	Building Height Control Zone Boundary	
PFS	加油站	Petrol Filling Station	
100	最高建築物高度(在主水平基準上若干米)	Maximum Building Height (in metres above Principal Datum)	
10	最高建築物高度(樓層數目)	Maximum Building Height (in number of storeys)	

摘錄自2022年11月18日刊憲之茶果嶺、油塘、鯉魚門(九龍規劃區第15區)分區計劃大綱核准圖，圖則編號為S/K15/27。

Adopted from part of the approved Cha Kwo Ling, Yau Tong, Lei Yue Mun (Kowloon Planning Area No.15) Outline Zoning Plan No. S/K15/27 gazetted on 18 November 2022.

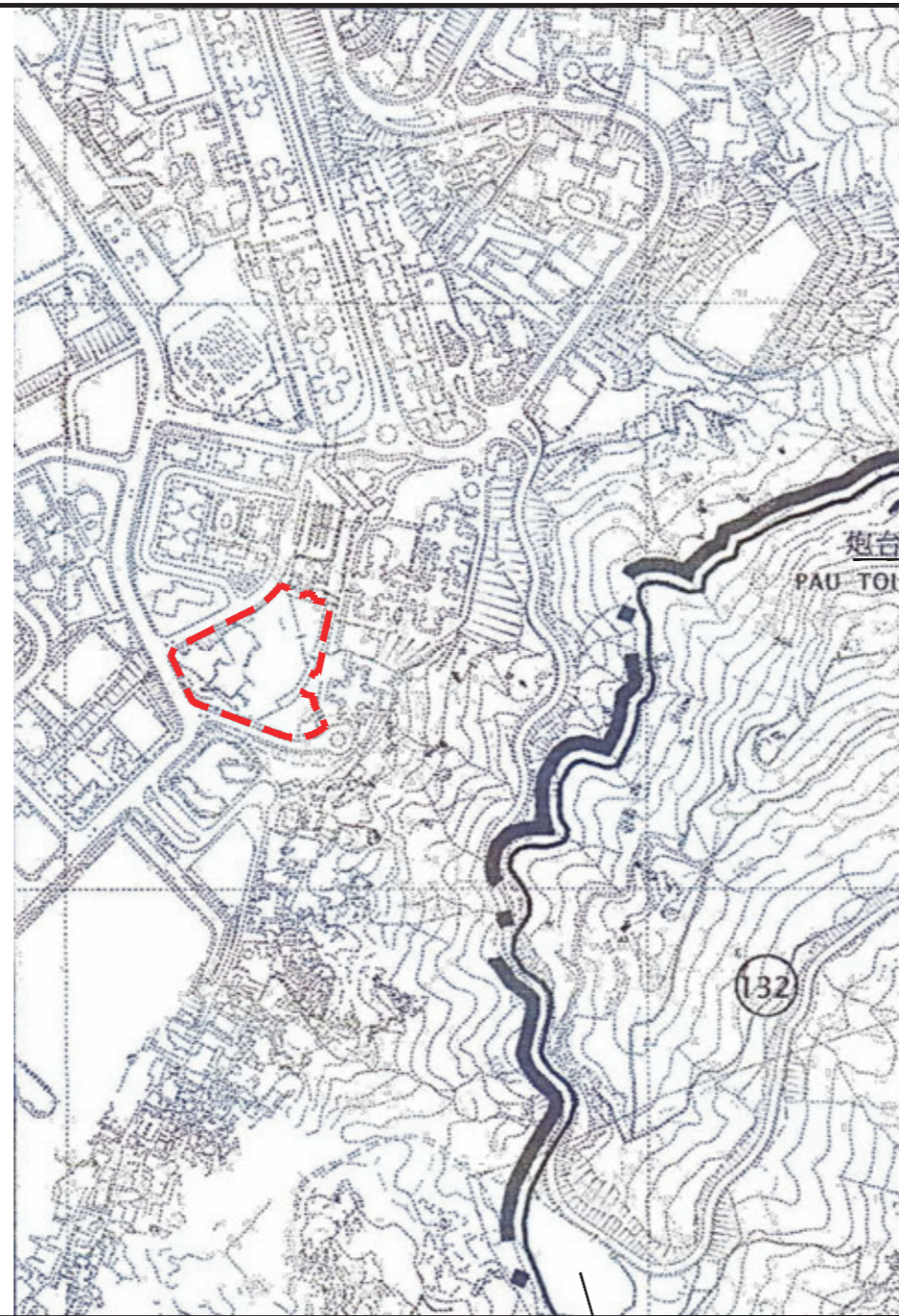
註：

- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。
- 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
- 在售楼說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會綠置居銷售小組辦事處開放時間內免費查閱。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
- The Government may revise the Outline Zoning Plan in accordance with the Town Planning Ordinance as and when necessary.
- The latest version of Outline Zoning Plan as at the date of printing of the sales brochure is available for free inspection during opening hours at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA.

本空白範圍位於發展項目的界線的500米以內，但並不被有關分區計劃大綱圖覆蓋。  
This blank area which situates within 500 metres from the boundary of the Development falls outside the coverage of the relevant Outline Zoning Plan.



比例尺 SCALE: 0 100 200 300 400 500 (米) (m)



高宏苑  
Ko Wang Court

圖例 NOTATION

地帶 ZONES					
CDA	綜合發展區	Comprehensive Development Area	V	鄉村式發展	Village Type Development
C/R	商業/住宅	Commercial / Residential	G/IC	政府、機構或社區	Government, Institution or Community
R(A)	住宅(甲類)	Residential (Group A)	O	休憩用地	Open Space
R(B)	住宅(乙類)	Residential (Group B)	REC	康樂	Recreation
R(C)	住宅(丙類)	Residential (Group C)	OU	其他指定用途	Other Specified Uses
R(E)	住宅(戊類)	Residential (Group E)	GB	綠化地帶	Green Belt
交通 COMMUNICATIONS					
Station	鐵路及車站	Railway and Station	+	主要道路及路口	Major Road and Junction
Station	鐵路及車站(地下)	Railway and Station (Underground)	—	高架道路	Elevated Road
其他 MISCELLANEOUS					
—	規劃範圍界線	Boundary of Planning Scheme	①	規劃區編號	Planning Area Number
—	郊野公園界線	Boundary of Country Park	PFS	加油站	Petrol Filling Station
△	最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (in metres above Principal Datum)			

摘錄自2021年6月18日刊憲之將軍澳分區計劃大綱核准圖，圖則編號為S/TKO/28。

Adopted from part of the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/28 gazetted on 18 June 2021.

註：

- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。
- 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
- 在售樓說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會綠置居銷售小組辦事處開放時間內免費查閱。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
- The Government may revise the Outline Zoning Plan in accordance with the Town Planning Ordinance as and when necessary.
- The latest version of Outline Zoning Plan as at the date of printing of the sales brochure is available for free inspection during opening hours at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA.

# 10

## 發展項目的布局圖

### Layout Plan of the Development



圖例 NOTATION

	地界	Lot Boundary
①	A座1樓-18樓及20樓-44樓單位室號 B座1樓-21樓及23樓-44樓單位室號	Block A Flat Number on 1/F to 18/F and 20/F to 44/F Block B Flat Number on 1/F to 21/F and 23/F to 44/F
P	花槽	Planter

由發展項目的委任建築師提供的該項目內的建築物或設施的預計落成日期：

A座: 2025年7月31日(第一期)

B座: 2025年9月30日(第二期)

Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development:

Block A: 31 July 2025 (Phase 1)

Block B: 30 September 2025 (Phase 2)

註：發展項目內的建築物或設施的預計落成日期為有關建築物或設施的佔用許可證的預計發出日期。

Note: The estimated date of completion of the buildings or facilities within the Development is the estimated date for issue of Occupation Permit for the buildings or facilities concerned.



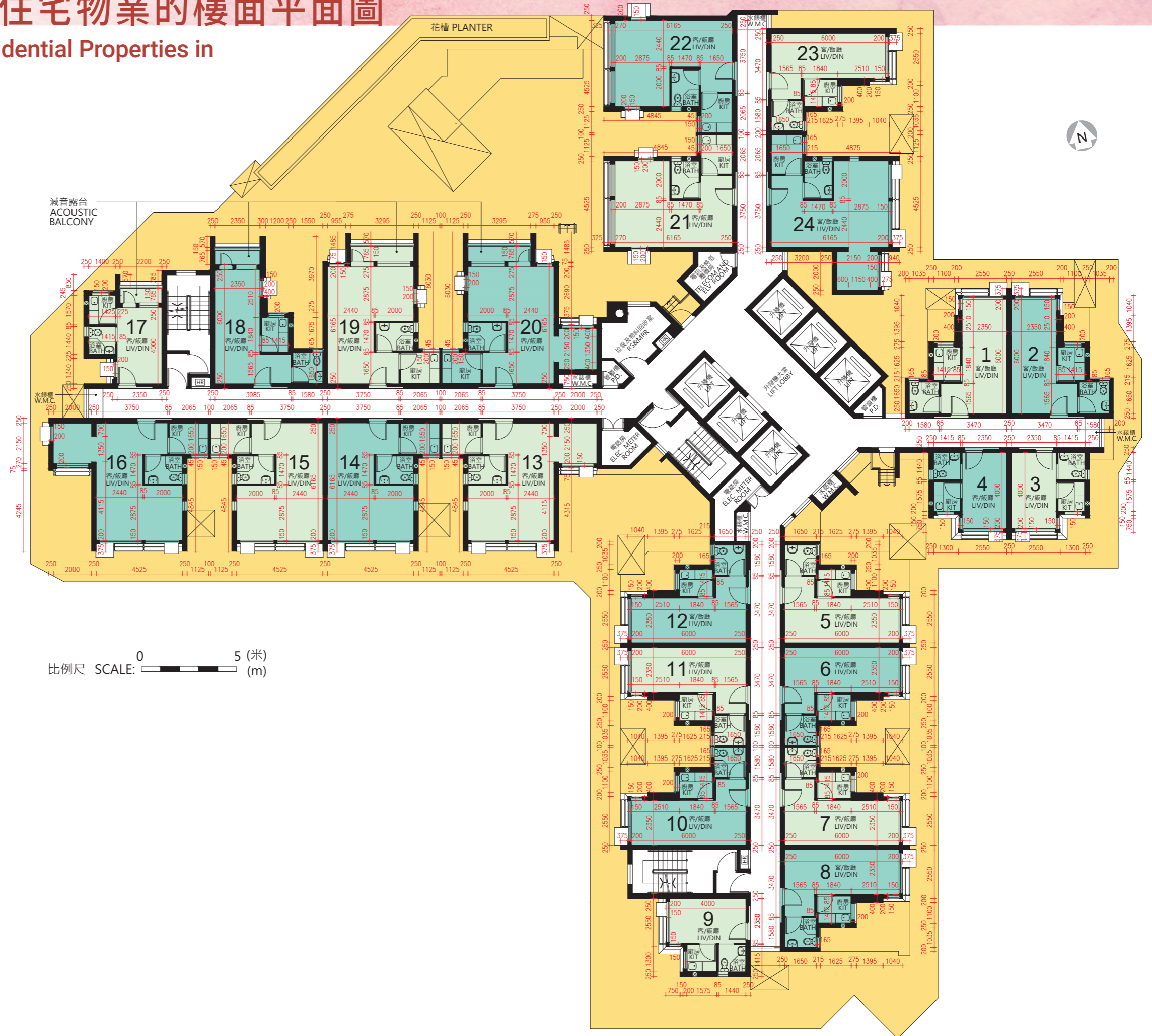


# 11 發展項目的住宅物業的樓面平面圖

## Floor Plans of Residential Properties in the Development

### A座 1樓平面圖

### Block A 1/F Floor Plan



比例尺 SCALE: 0 5 (米) (m)

圖例 NOTATION

LIV/DIN	客/飯廳	Living/Dining Room
KIT	廚房	Kitchen
BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
P.D.	管道槽	Pipe Duct
W.M.C.	水錶櫃	Water Meter Cupboard
ELEC. METER ROOM	電錶房	Electrical Meter Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
RS&MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
	簷篷/平台	Canopy/Flat Roof
	單屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米、195毫米、250毫米及350毫米(17號至20號單位除外)。  
17號至20號單位的樓板(不包括灰泥)的厚度為130毫米、160毫米、195毫米、250毫米及350毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm, 250mm and 350mm (except Flat 17 to Flat 20).  
The thicknesses of the floor slabs (excluding plaster) of Flat 17 to Flat 20 are 130mm, 160mm, 195mm, 250mm and 350mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

Note: The dimensions on the floor plan are all structural dimensions in millimetre.

發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

A座2樓至18樓及20樓至44樓平面圖

Block A 2/F - 18/F & 20/F - 44/F Floor Plan



圖例 NOTATION

LIV/DIN	客/飯廳	Living/Dining Room
KIT	廚房	Kitchen
BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
P.D.	管道槽	Pipe Duct
W.M.C.	水錶櫃	Water Meter Cupboard
ELEC. METER ROOM	電錶房	Electrical Meter Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
RS&MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room

1. 每個住宅物業的層與層之間的高度為2.75米(44樓除外)。  
44樓每個住宅物業的層與層之間的高度為2.79米(17號至20號單位除外)。  
44樓17號至20號單位住宅物業的層與層之間的高度為2.79米及2.895米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米、195毫米、250毫米及350毫米(17號至20號單位、18樓及44樓除外)。  
17號至20號單位的樓板(不包括灰泥)的厚度為130毫米、160毫米、195毫米、250毫米及350毫米(18樓及44樓除外)。  
18樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米、250毫米及350毫米。  
44樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、290毫米及350毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m (except 44/F).  
The floor-to-floor height of each residential property on 44/F is 2.79m (except Flat 17 to Flat 20).  
The floor-to-floor heights of Flat 17 to Flat 20 on 44/F are 2.79m and 2.895m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm, 250mm and 350mm (except Flat 17 to Flat 20, 18/F and 44/F).  
The thicknesses of the floor slabs (excluding plaster) of Flat 17 to Flat 20 are 130mm, 160mm, 195mm, 250mm and 350mm (except 18/F and 44/F).  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 18/F are 160mm, 250mm and 350mm.  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 44/F are 200mm, 290mm and 350mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.  
(Not applicable to the Development)

Note: The dimensions on the floor plan are all structural dimensions in millimetre.



發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

B座1樓平面圖

Block B 1/F Floor Plan



圖例 NOTATION

LIV/DIN	客/飯廳	Living/Dining Room
KIT	廚房	Kitchen
BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
P.D.	管道槽	Pipe Duct
W.M.C.	水錶櫃	Water Meter Cupboard
ELEC. METER ROOM	電錶房	Electrical Meter Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
RS&MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
	簷篷/平台	Canopy/Flat Roof
	單屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米、215毫米及350毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 215mm and 350mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

Note: The dimensions on the floor plan are all structural dimensions in millimetre.

發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

B座2樓至21樓及23樓至44樓平面圖

Block B 2/F-21/F & 23/F-44/F Floor Plan



圖例 NOTATION

LIV/DIN	客/飯廳	Living/Dining Room
KIT	廚房	Kitchen
BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
P.D.	管道槽	Pipe Duct
W.M.C.	水錶櫃	Water Meter Cupboard
ELEC. METER ROOM	電錶房	Electrical Meter Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
RS&MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room

1. 每個住宅物業的層與層之間的高度為2.75米(44樓除外)。  
44樓每個住宅物業的層與層之間的高度為2.79米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米、215毫米及350毫米(44樓除外)。  
44樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及350毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m (except 44/F).  
The floor-to-floor height of each residential property on 44/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 215mm and 350mm (except 44/F).  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 44/F are 200mm and 350mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

Note: The dimensions on the floor plan are all structural dimensions in millimetre.



# 12 發展項目中的住宅物業的面積

## Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
A座 Block A	1樓-18樓, 20樓-44樓 1/F-18/F, 20/F-44/F	1, 2, 5, 8, 12	26.1 (281) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		3, 4	17.3 (186) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6, 7, 11	25.8 (278) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		9	17.8 (192) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		10	26.7 (287) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		13, 16	41.5 (447) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		14, 15	34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		17	20.7 (223) 露台 Balcony: 2.5 (27) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		18	30.9 (333) 露台 Balcony: 3.0 (32) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積  
Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓-18樓, 20樓-44樓 1/F-18/F, 20/F-44/F	19	<b>39.4 (424)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	
		20	<b>45.4 (489)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	
		21, 22	<b>35.7 (384)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	
		23	<b>26.8 (288)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	
		24	<b>41.6 (448)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

## 發展項目中的住宅物業的面積

### Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
B座 Block B	1樓-21樓, 23樓-44樓 1/F-21/F, 23/F-44/F	1, 4	<b>26.3 (283)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		2	<b>26.1 (281)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		3	<b>27.0 (291)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5	<b>25.8 (278)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6	<b>42.0 (452)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	<b>17.2 (185)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8, 9, 10, 11	<b>17.3 (186)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		12, 23	<b>26.6 (286)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		13, 22	<b>34.8 (375)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積  
Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace
B座 Block B	1樓-21樓, 23樓-44樓 1/F-21/F, 23/F-44/F	16	37.9 (408) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		17	37.8 (407) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		18	38.3 (412) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		19	38.1 (410) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		20	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		21	42.1 (453) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
	1樓 1/F	14, 15	35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
	2樓-21樓, 23樓-44樓 2/F-21/F, 23/F-44/F	14	42.1 (453) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-
		15	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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



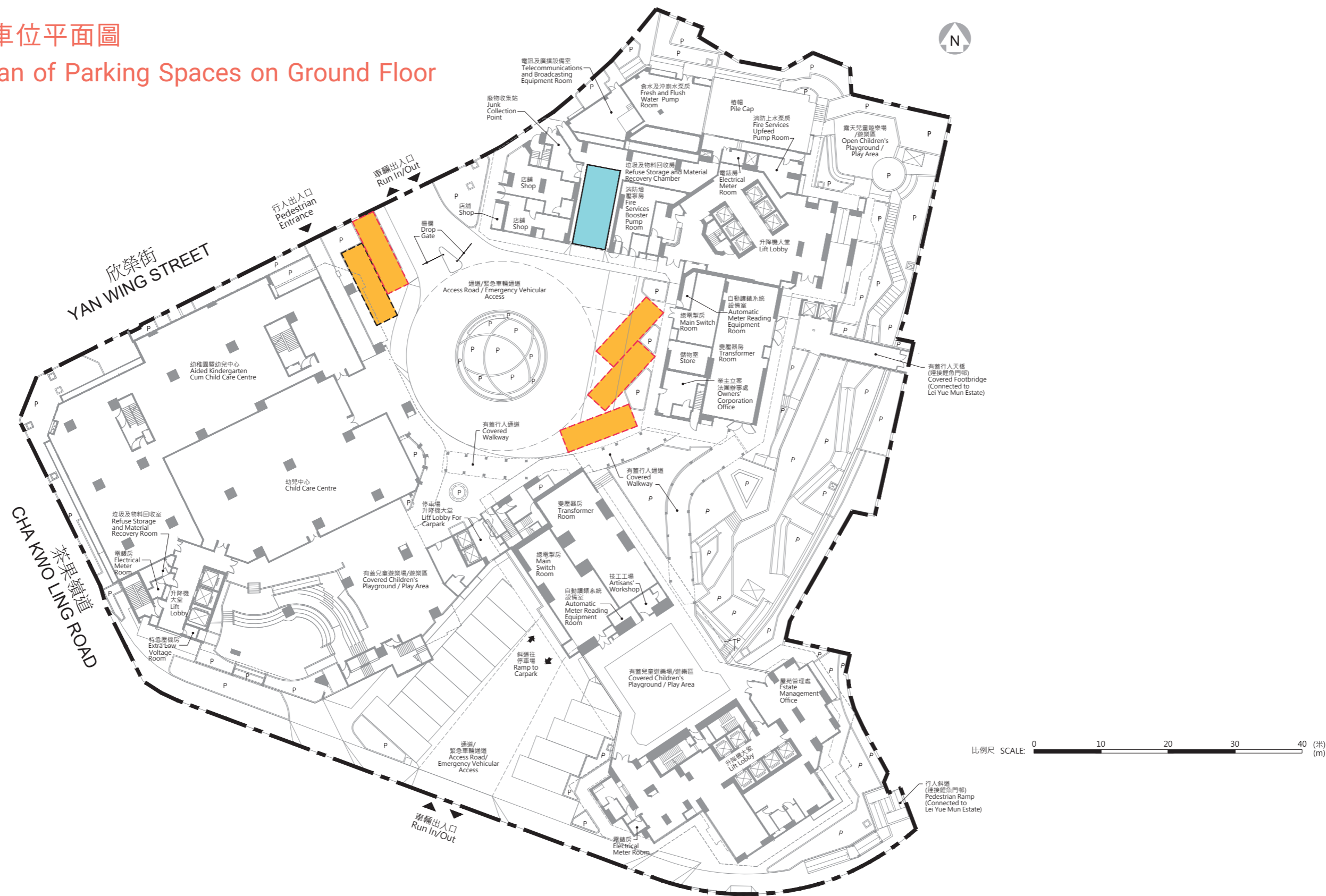
# 13

## 發展項目中的停車位的樓面平面圖


### Floor Plans of Parking Spaces in the Development

#### 地下停車位平面圖

#### Floor Plan of Parking Spaces on Ground Floor



圖例 NOTATION

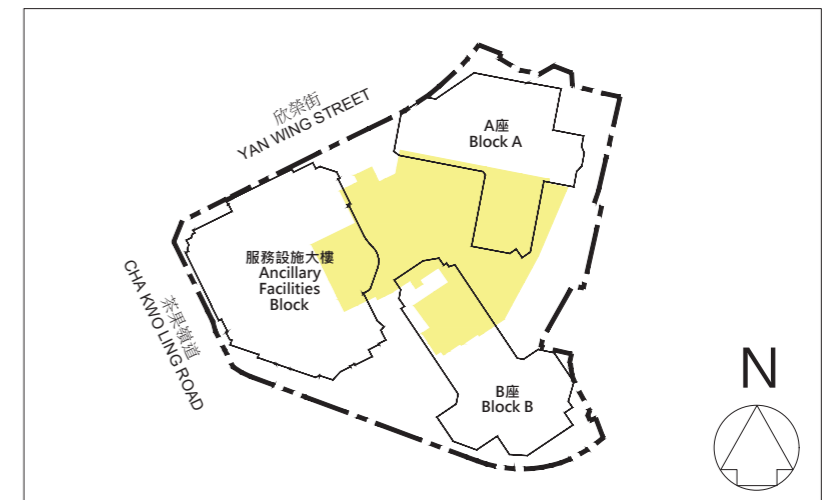
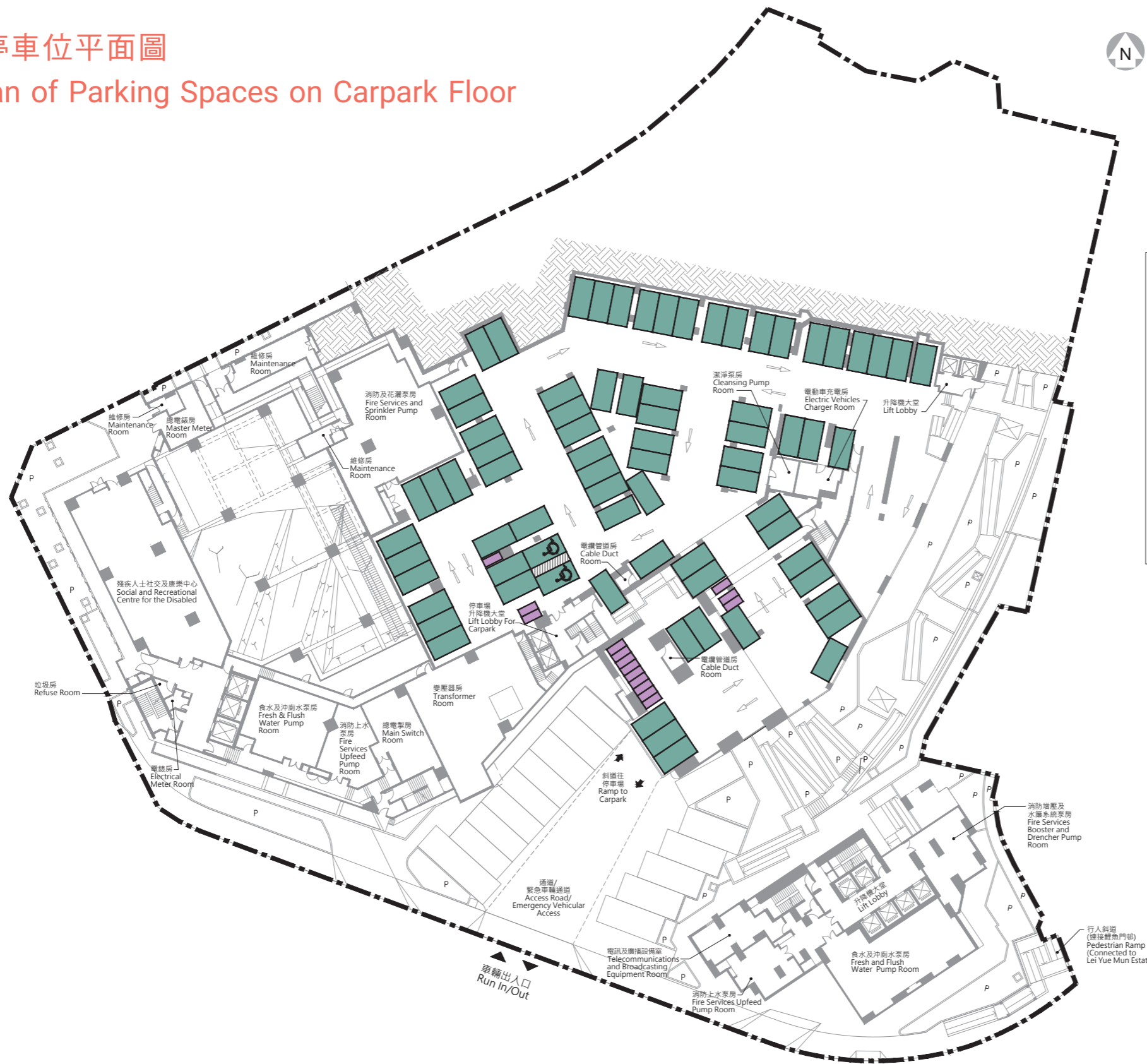
	地界	Lot Boundary
P	花槽	Planter

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 露天上落客貨停車位 Open Loading and Unloading Bays	4	11.0x3.5	38.50
 有蓋上落客貨停車位(部分露天) Covered Loading and Unloading Bay (Partially Open)	1	11.0x3.5	38.50
 有蓋垃圾車專用車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicle	1	12.0x5.0	60.00



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


停車場停車位平面圖  
Floor Plan of Parking Spaces on Carpark Floor






指示圖 KEY PLAN

比例尺 SCALE: 0 10 20 30 40 (米) (m)

圖例 NOTATION

	地界	Lot Boundary
P	花槽	Planter


停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 有蓋汽車停車位 Covered Car Parking Spaces	74	5.0 x 2.5	12.50
 有蓋汽車停車位(暢通易達汽車停車位) (設有1.2米寬共用上落車位) Covered Car Parking Spaces (Accessible Car Parking Space) (with 1.2m wide Common Loading and Unloading Area)	2	5.0 x 2.5	12.50
 有蓋電單車停車位 Covered Motorcycle Parking Spaces	15	2.5 x 1.0	2.50

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

地下低層2樓停車位平面圖  
Floor Plan of Parking Spaces on Lower Ground 2nd Floor



圖例 NOTATION

	地界	Lot Boundary
P	花槽	Planter

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 露天輕型貨車停車位 Open Light Goods Vehicles Parking Spaces	4	8.0 x 3.5	28.00
 有蓋輕型貨車停車位(部分露天) Covered Light Goods Vehicles Parking Spaces (Partially Open)	4	8.0 x 3.5	28.00
 有蓋輕型貨車停車位 Covered Light Goods Vehicles Parking Space	1	8.0 x 3.5	28.00
 有蓋24座位小巴停車位(部分露天) Covered 24-Seater Vans Parking Spaces (Partially Open)	2	8.0 x 3.0	24.00
 露天24座位小巴停車位 Open 24-Seater Vans Parking Spaces	3	8.0 x 3.0	24.00
 露天上落客貨停車位 Open Loading and Unloading Bay	1	11.0 x 3.5	38.50
 有蓋垃圾車專用車位 Covered Loading and Unloading Spaces Reserved for Refuse Collection Vehicles	2	12.0 x 5.0	60.00



# 14

## 臨時買賣合約的摘要

### Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable





# 15

## 公契的摘要

### Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

除在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」。

#### A 發展項目的公用部分

##### 「公用地方與設施」

「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，即現於「公契」所夾附圖則(其準確性由認可人士核證)分別以(i) 橙色、(ii) 橙色加黑斜線、(iii) 橙色間黑十字線、(iv) 棕色、(v) 棕色加黑斜線、(vi) 棕色間黑十字線、(vii) 綠色虛線及(viii) 紅色虛線顯示以資識別的範圍。

##### 「屋苑公用地方與設施」

「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、設施與斜坡結構，包括但不限於上層簷篷下有蓋範圍、屋苑管理處儲物室、行人入口、汽車入口、柵欄、到達不到的空隙、簷篷、行人天橋、升降機大堂、保安員更亭、「緊急車輛通道」、消防及花灑入水掣、消防控制室、現存坡道、消防增壓泵房、水簾入水掣、消防入水掣、消防上水泵房、潔淨服務承辦商辦事處、廁所、消防增壓及水簾泵房、消防及水簾入水掣、技工工場、屋苑管理處、洗手間、暢通易達廁所、主電訊及廣播設備室、管道槽、電訊槽、垃圾及物料回收房、氣體入氣制、升降機、消防控制中心、「該租契」條款第3.26(c)條所提供之垃圾車專用停車位(構成「住宅大廈公用地方與設施」之部分除外)、變壓器井道、電纜豎管、花槽、維修室、總錶房、消防及花灑泵房、電錶房、垃圾房、垃圾及物料回收室、自動讀錶設備室、食水及沖廁水泵房、平台、總電掣房、消防水錶櫃、冷氣機平台、平台上之冷氣機平台、變壓器房、備可移除鋼筋混凝土上蓋之空隙、有蓋園景區、特低壓機房、有蓋兒童遊樂場/遊樂區、罩屋、豎管、水平隔音屏障、食水增壓泵房、儲物室、食水水缸、應急發電機房、消防水缸、花灑水缸、升降機大堂的上部、儲物室的

#### 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"

"Common Areas and Facilities" shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Blocks Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of the DMC or Sub-Deed (if any), each of which Common Areas and Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344) which are for the purpose of identification shown coloured (i) orange, (ii) orange hatched black, (iii) orange cross hatched black, (iv) brown, (v) brown hatched black, (vi) brown cross hatched black, (vii) pecked green line and (viii) pecked red line respectively on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

##### "Estate Common Areas and Facilities"

"Estate Common Areas and Facilities" shall mean the areas, systems, devices, facilities and slope structures within 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 covered area under canopy above, estate management office store, pedestrian entrance, vehicular entrance, drop gate, inaccessible voids, canopies, footbridge, lift lobbies, guard kiosk, Emergency Vehicular Access, fire services and sprinkler inlets, fire services control room, existing ramp, fire services booster pump room, drencher inlet, fire service inlet, fire service upfeed pump rooms, cleansing contractor's office, toilets, fire services booster and drencher pump room, fire services and drencher inlets, artisans' workshop, estate management office, lavatories, accessible toilets, main telecommunications and broadcasting equipment room, pipe ducts, telecommunications ducts, refuse storage and material recovery chambers, gas inlet, lifts, fire control centre, space for loading and unloading of refuse collection vehicles as provided under Clause 3.26(c) of the Lease (other than those forming part of the Residential Blocks Common Areas and Facilities), transformer hoistway, cable riser, planters, maintenance rooms, master meter room, fire services and sprinkler pump rooms, electrical meter rooms, refuse room, refuse storage and material recovery rooms, automatic meter reading equipment room, fresh and flush water pump room, flat roofs, main switch room, fire services water meter cupboard, A/C (air-conditioning) platforms, A/C (air-conditioning) platforms at flat roof, transformer room, void with removable reinforced concrete covers, covered landscaped area, extra low voltage rooms, covered children's playground / play area, doghouses, riser ducts, horizontal noise barrier, fresh water booster pump





## 公契的摘要

### Summary of Deed of Mutual Covenant

上部、升降機槽、建築特色、平台(僅供保養用)、升降機機房1號、升降機機房2號、風擋、沖廁水水缸、業主立案法團辦事處、垂直綠化區(其位置現於「公契」所夾附圖則以紅色虛線顯示以資識別)、水平綠化區(構成「住宅大廈公用地方與設施」之部分除外)、「該租契」條款第3.19(a)條所提供之休憩空間(構成「住宅大廈公用地方與設施」之部分除外)、雜項、外牆(不構成任何「單位」之部分及附屬於「住宅大廈」(如有者)除外),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和任何其他系統、裝置與設施,即現於「公契」所夾附圖則分別以(i)橙色、(ii)橙色加黑斜線、(iii)橙色間黑十字線及(iv)紅色虛線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)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「公契」或「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」附加地方、系統、裝置與設施,但不包括「住宅大廈公用地方與設施」、屬於任何「公用事業公司」及電訊及廣播服務提供者的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用專有地方和「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」

「住宅大廈公用地方與設施」指及包括但不限於上層簷篷下有蓋範圍、到達不到的空隙、「該租契」條款第3.19(a)條所提供之休憩空間(構成「屋苑公用地方與設施」之部分除外)、「氣體錶前的氣體喉管」(專為「房屋委員會樓宇」及「政府屋宇」服務之「氣體錶前的氣體喉管」部分除外)、壁燈、花槽、上落客貨停車位(構成「房屋委員會樓宇」之停車位除外)、管道槽、燈柱預留位置、電纜管道房、廢物收集站、「該租契」條款第3.26(c)條所提供之垃圾車專用停車位(構成「屋苑公用地方與設施」之部分除外)、電訊及廣播設備室、食水及沖廁水泵房、食水水缸、沖廁水水缸、垃圾及物料回收房、水簾控制閥房、保安員櫃位、保安員櫃位專用暢通易達廁所、自動讀錶設備室、總電掣房、變壓器房、電錶房、升降機、升降機大堂、罩屋、平台、備可移除混凝上蓋之低窪坑道、垃圾及物料回收室、電訊及特低壓機房、繫樑、非結構性預製外牆(即現於「公契」所夾附圖則以「PF」顯示以資識別)、隔火層、到達不到的地方、樓梯的上面部分、通

room, store, fresh water tanks, emergency generator room, fire services tank, sprinkler tank, upper part of lift lobby, upper part of store room, lift shafts, architectural features, flat roofs (for maintenance only), lift machine room 1, lift machine room 2, wind guard, flush water tanks, Owners' Corporation office, vertical greenery areas (the location of which is indicated by pecked red line for identification purpose only on the plans annexed to the DMC), horizontal greenery areas (excluding those areas forming part of the Residential Blocks Common Areas and Facilities), open spaces as provided under Clause 3.19(a) of the Lease (other than those forming part of the Residential Blocks Common Areas and Facilities), the Items, external walls which do not form part of any Unit and other than those pertaining to the Residential Blocks (if any), and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured (i) orange, (ii) orange hatched black, (iii) orange cross hatched black and (iv) pecked red line respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the DMC or Sub-Deed (if any) but shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers 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 Blocks Common Areas and Facilities”

“Residential Blocks Common Areas and Facilities” shall mean and include but not limited to covered area under canopy above, inaccessible voids, the open space as provided under Clause 3.19(a) of the Lease (other than those forming part of the Estate Common Areas and Facilities), Gas Pipe Before Meter (excluding such part of the Gas Pipe Before Meter which serves the HA Accommodation and the Government Accommodation exclusively), wall-mounted lightings, planters, Loading and Unloading Spaces (excluding those spaces forming part of the HA Accommodation), pipe ducts, space reserved for lamp pole, cable duct rooms, junk collection points, spaces for loading and unloading of refuse collection vehicles as provided under Clause 3.26(c) of the Lease (other than those forming part of the Estate Common Areas and Facilities), telecommunications and broadcasting equipment rooms, fresh and flush water pump rooms, fresh water tanks, flush water tanks, refuse storage and material recovery chambers, drencher control valve room, guard counters, accessible toilets for guard counter, automatic meter reading equipment rooms, main switch rooms, transformer rooms, electrical meter rooms, lifts, lift lobbies, dog houses, flat roofs, sunken trench with

風管道房、升降機槽、走廊、食水及沖廁水增壓泵房、樓梯平台、水簾水缸、應急發電機房、升降機機房、下面樁帽邊緣、風擋、消防水缸、到達不到的天台、電錶房、物料回收房、有蓋園景區、檢測水錶櫃、有蓋園景區的上部、坡道的上部、電纜管道、消防上水泵房、檢測錶櫃、電力及機械大堂、食水聚水缸、維修小徑、有蓋兒童遊樂場/遊樂區、冷氣機平台、簷篷、樓梯的上部、消防水缸、抽氣保護罩、兒童遊樂區、羽毛球場、有蓋園景天台、籃球場、花棚、水平綠化區(構成「屋苑公用地方與設施」之部分除外)、垂直綠化區(其位置現於「公契」所夾附圖則以綠色虛線顯示以資識別)、附屬於「住宅大廈」的外牆包括伸建物如「住宅單位」外的冷氣機罩、樓梯、電纜設施及與其關連設施、保安系統與器具、公共天線廣播分導系統、電訊網絡設施，和於「住宅大廈」內提供或安裝，並旨在為整個「住宅大廈」服務的任何其他系統、裝置及設施，即現於「公契」所夾附圖則分別以 (i) 棕色；(ii) 棕色加黑斜線；(iii) 棕色間黑十字線；及 (iv) 綠色虛線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)以資識別的範圍，附屬於「住宅大廈」的外牆包括突出物如「住宅單位」外的冷氣機罩及隔聲簷、電纜設施及與其關連設施、保安系統與器具、公共天線分布系統、電訊網絡設施，和於「住宅大廈」內提供或安裝，並旨在為整個「住宅大廈」或多於一個「住宅單位」服務的任何其他系統、裝置及設施；以及「房委會」可隨時按照「公契」或「副公契」(如有者)之條款指定為「住宅大廈公用地方與設施」並旨在僅為「住宅大廈」公用與共享的附加地方、系統、裝置與設施，但並不包括「屋苑公用地方與設施」、屬於任何「公用事業公司」及電訊及廣播服務提供者的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

removable concrete cover, refuse storage and material recovery rooms, telecommunications and extra low voltage rooms, tie beams, non-structural pre-fabricated external walls (which are for the purpose of identification only marked "PF" on the plans annexed to the DMC), refuge floors, non-accessible areas, high levels of staircase, vent duct rooms, lift shafts, corridor, fresh water booster pump rooms, flat roofs of staircase, drencher tanks, emergency generator rooms, lift machine rooms, edge of pile cap below, wind guards, fire services water tank, inaccessible roof, meter room, material recovery chamber, covered landscaped areas, check water meter cupboard, upper part of covered landscaped area, upper part of ramp, cable ducts, fire services upfeed pump room, check meter cabinet, electrical and mechanical lobby, fresh water sump tank, maintenance paths, covered children's playground/play area, A/C (air-conditioning) platforms, canopies, upper part of staircase, fire services tank, concrete hood, children's play areas, badminton court, covered landscaped roof, basketball court, trellises, horizontal greenery areas (excluding those areas forming part of the Estate Common Areas and Facilities), vertical greenery areas (the location of which is indicated by pecked green line for identification purpose only on the plans annexed to the DMC), the external walls pertaining to the Residential Blocks including projections such as air-conditioner hoods outside the Residential Units, staircases, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, and any other systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for the purpose of identification only, are shown coloured (i) brown; (ii) brown hatched black; (iii) brown cross hatched black; and (iv) pecked green line respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities intended for the common use and benefit of the Residential Blocks only as may at any time be designated as Residential Blocks Common Areas and Facilities by the HA in accordance with the DMC and Sub-Deed (if any) but shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Blocks serving only any particular Owner.

## 公契的摘要

### Summary of Deed of Mutual Covenant

#### B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A	1樓 - 18樓, 20樓 - 44樓 1/F - 18/F, 20/F - 44/F	1, 2, 5, 8, 12	44 / 117,652
		3, 4	29 / 117,652
		6, 7, 11	43 / 117,652
		9	30 / 117,652
		10, 23	45 / 117,652
		13, 16, 24	70 / 117,652
		14, 15	58 / 117,652
		17	35 / 117,652
		18	52 / 117,652
		19	66 / 117,652
		20	76 / 117,652
	21, 22	60 / 117,652	

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
B	1樓 - 21樓, 23樓 - 44樓 1/F - 21/F, 23/F - 44/F	1, 2, 4	44 / 117,652
		3, 12, 23	45 / 117,652
		5	43 / 117,652
		6	70 / 117,652
		7, 8, 9, 10, 11	29 / 117,652
		13, 22	58 / 117,652
		16, 18, 19	64 / 117,652
		17	63 / 117,652
		20	59 / 117,652
		21	71 / 117,652
	1樓 1/F	14, 15	60 / 117,652
	2樓 - 21樓, 23樓 - 44樓 2/F - 21/F, 23/F - 44/F	14	71 / 117,652
		15	59 / 117,652

### C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)的條文另有規定,「房委會」應負責「該土地」及「屋苑」之管理,首屆任期為「公契」簽署日起計直至完工證明書(或如已發出超過一份完工證明書,以最後者為準)發出後的二十四(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」條款終止為止。

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

Subject to the provisions of the Building Management Ordinance (Cap. 344), the HA shall undertake the management of the said land and the Estate for an initial term from the date of the DMC expiring 24 calendar months from the date of issue of the Completion Certificate (or if more than one Completion Certificate is issued, the latest thereof) 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.

## 公契的摘要

### Summary of Deed of Mutual Covenant

#### 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，「經理人」應按照「公契」條文制訂的周年財政預算釐定管理月費款額。
- (2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

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

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A	1樓 – 18樓, 20樓 – 44樓 1/F – 18/F, 20/F – 44/F	1, 2, 5, 8, 12	44 / 117,642
		3, 4	29 / 117,642
		6, 7, 11	43 / 117,642
		9	30 / 117,642
		10, 23	45 / 117,642
		13, 16, 24	70 / 117,642
		14, 15	58 / 117,642
		17	35 / 117,642
		18	52 / 117,642
		19	66 / 117,642
		20	76 / 117,642
21, 22	60 / 117,642		

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
B	1樓 – 21樓, 23樓 – 44樓 1/F – 21/F, 23/F – 44/F	1, 2, 4	44 / 117,642
		3, 12, 23	45 / 117,642
		5	43 / 117,642
		6	70 / 117,642
		7, 8, 9, 10, 11	29 / 117,642
		13, 22	58 / 117,642
		16, 18, 19	64 / 117,642
		17	63 / 117,642
		20	59 / 117,642
		21	71 / 117,642
	1樓 1/F	14, 15	60 / 117,642
	2樓 – 21樓, 23樓 – 44樓 2/F – 21/F, 23/F – 44/F	14	71 / 117,642
		15	59 / 117,642

**E 計算管理費按金的基準**

每個「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」以按照「公契」條文制訂的首年管理開支預算訂定就每個「單位」「業主」應繳的管理月費的三倍。

**E The Basis on which the Management Fee Deposit is Fixed**

The Owner of each Unit shall pay to the Manager a sum of management fee deposit. 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 by the Manager based on the first year's budgeted management expenses made in accordance with the provisions of the DMC.

**F 賣方在發展項目中保留作自用的範圍**

不適用

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

Not applicable

註：請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。「公契」的最新擬稿的全文可於觀塘開源道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，並可於「房委會」就出售高宏苑所指定的互聯網網站內閱覽。

Note: For full details of the above provisions and other provisions in the DMC, please refer to the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the office of the GSH Sales Unit of the HA on 1/F Pioneer Place, 33 Hoi Yuen Road, Kwun Tong and is also available on the website designated by the HA for the sale of Ko Wang Court.

# 16

## 批地文件的摘要

### Summary of Land Grant

位於新九龍內地段第6643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2022年8月17日。

**1 發展項目位於新九龍內地段第6643號(下稱「該地段」)。**

**2 「該地段」的批租年期為50年,由2022年8月17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、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持「該地段」及現有或其後任何時間位於「該地段」的樓宇或物業單位及所有其他架設物及建築物,所有「該地段」內的斜坡上,擋土結構和擋土牆,及所有屬於和以任何形式屬於或附屬於「該地段」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、支付及給予就製造、建築、維修及修改「該地段」或其任何部分所需或在其內或屬於其並與其它附近或毗連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」以未付之地租形式收回。

**5 「該租契」條款第3.13條訂明:**

除「該租契」的條款及契諾另有規定外,「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分作私人住宅及「該租契」條款第3.14條(c)款及(d)款所指的樓宇與其他設施及「該租契」所述的附屬設施以外的任何其他用途。特此說明,已建或擬建於「該地段」之上的建築物內的任何私人住宅單位不得用作私人住宅用途以外的任何其他用途。

**6 「該租契」條款第3.14(c)及(d)條訂明:**

(c) 受制於「該租契」條款第3.14條(a)款的規定下,「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供及維持:

The government lease governing the Development by the Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of the whole of New Kowloon Inland Lot No. 6643 (hereinafter referred to as “the Lease”) is dated the 17th day of August 2022.

**1 The Development is situated on New Kowloon Inland Lot No. 6643 (“the Lot”).**

**2 The Lot is granted for a term of 50 years commencing from the 17th day of August 2022 (“the Lease Term”).**

**3 Clause No. 3.3 of the 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 Lot 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 Lot, all the slopes, earth-retaining structures and retaining walls within the Lot 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 Lot 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 (hereinafter referred to as “the Director”).

**4 Clause No. 3.7 of the 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 Lot 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 Lease stipulates that:**

Subject to the terms and covenants contained in the Lease, the Lessee shall not use or permit or suffer to be used the Lot 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 Lease and ancillary facilities as referred to in the Lease and in particular, any private residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

**6 Clause No. 3.14(c) and (d) of the Lease stipulates that:**

(c) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:

- (i) 不多於139平方米及不少於100平方米之商業樓面面積(下稱「商業樓宇」);
  - (ii) 總樓面面積不少於800平方米之一所包括6間課室的幼稚園(或其他教育局常任秘書長不時批准的課室數目)連同附屬設施(下稱「幼稚園」),就「該租契」條款第3.14條(c)(ii)款而言,何謂課室、「幼稚園」及附屬設施將由教育局常任秘書長決定,其決定為最終決定並對「承租人」具約束力;
  - (iii) 總樓面面積不少於7,956平方米之「該租契」條款第3.23條所指的「政府屋宇」;及
  - (iv) 總樓面面積不多於1,784平方米之由房屋署署長不時書面批准的其他設施;
- (d) 「承租人」可於「該地段」豎立或建造為妥善管理及維持「該地段」內發展項目所需的其他設施,包括總樓面面積不超過55平方米的作屋苑管理用途之房舍。為免生疑問,根據「該租契」條款第3.14條(d)款所提供的空間不計入「該租契」條款第3.14條(a)款所指的總樓面面積,而任何超過55平方米的樓面面積均計入該總樓面面積。

#### 7 「該租契」條款第3.15(c)條訂明:

- (c) (i) 「承租人」須自費向房屋局常任秘書長提交圖則以待書面審批,該圖則標明在「該地段」或已建或擬建於「該地段」之上的建築物上或內提供及維持綠化(包括但不限於提供於泥土栽種的活生植物)之部分(下稱「綠化範圍」)、「綠化範圍」之佈局與大小及房屋局常任秘書長所要求或行使其獨有酌情權訂明的其他資料(包括但不限於「綠化範圍」之建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。就「綠化建議書」中何謂提供綠化及在「該地段」或建築物的哪些部分為「綠化範圍」將由房屋局常任秘書長決定,其決定為最終決定並對「承租人」具約束力。上述獲房屋局常任秘書長批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.15條(c)款而言,「建築工程」根據《建築物條例》定義。
- (ii) 「承租人」須自費根據「獲批准綠化建議書」實施及完成「綠化範圍」之建築工程,及此後以各方面均令房屋局常任秘書長滿意的方式維持「綠化範圍」。未經房屋局常任秘書長事先書面批准,不得修訂、更改、改動、修改或以另一建議書代替「獲批准綠化建議書」或標明「綠化範圍」之圖則。
- (iii) 除非事先獲得房屋局常任秘書長書面批准,否則「獲批准綠化建議書」所示之「綠化範圍」須被指定為並構成「該租契」條款第3.24(a)(vi)條所指的「公用地方」的其中一部分,及不得用作根據「獲批准綠化建議書」所述之佈局、大小、位置及詳情作「綠化範圍」以外的任何其他用途。

- (i) commercial gross floor area of not more than 139 square metres and not less than 100 square metres (hereinafter referred to as “the Commercial Accommodation”);
  - (ii) one kindergarten comprising six classrooms (or such other number of classroom as may be approved from time to time by the Permanent Secretary for Education) together with such ancillary facilities (hereinafter referred to as “the Kindergarten”), having a total gross floor area of not less than 800 square metres, and for the purpose of sub-clause (c)(ii) of Clause No. 3.14 of the Lease, the decision of the Permanent Secretary for Education as to what constitute a classroom, the Kindergarten and ancillary facilities shall be final and binding on the Lessee;
  - (iii) the Government Accommodation as referred to in Clause No. 3.23 of the Lease having a total gross floor area of not less than 7,956 square metres; and
  - (iv) such other facilities as may be approved from time to time by the Director of Housing in writing having a total gross floor area of not more than 1,784 square metres;
- (d) the Lessee may erect or construct on the Lot other facilities which are required for the proper management and maintenance of the development on the Lot including accommodations for estate management purposes having a total gross floor area of not exceeding 55 square metres and for the avoidance of doubt, space provided in accordance with sub-clause (d) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease and any gross floor area in excess of 55 square metres shall be taken into account for such calculation.

#### 7 Clause No. 3.15(c) of the Lease stipulates that:

- (c) (i) The Lessee shall at its own expense submit to the Permanent Secretary for Housing for his written approval a plan indicating such portion or portions of the Lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Housing may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the Permanent Secretary for Housing as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Housing is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of sub-clause (c) of Clause No. 3.15 of the Lease, “building works” shall be as defined in the Buildings Ordinance.
- (ii) The Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Housing. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Housing.
- (iii) Except with the prior written approval of the Permanent Secretary for Housing, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.24(a)(vi) of the Lease, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.



**8 「該租契」條款第3.16條訂明：**

「承租人」、其租戶、受僱人、訪客、工人及在該方面獲「承租人」授權的其他人士不時及在所有時間，為妥善使用和享用與「該地段」相關的所有合法目的非專有權往返、沿經、跨越、路經及途經在「該租契」附圖上以紫色標示的土地之部分(下稱「紫色範圍」)。政府有權在任何時間將「紫色範圍」或其任何部分的通行權授予現時或將來附近任何其他地段的業主或其他人士或其他方，或接管整幅「紫色範圍」或其任何部分作為公共道路，而毋須向「承租人」或獲授予整幅「紫色範圍」或其任何部分的通行權之其他承租人、業主、佔用人、人士或其他方支付任何賠償。就因任何公共道路之改動而覆蓋部分已獲給予通行權的「紫色範圍」之上及其沿路，或影響「紫色範圍」之斜度，「承租人」不得因此提出任何申索。

**9 「該租契」條款第3.17條訂明：**

「承租人」須自費於「該地段」建築、提供及維持完整的垃圾收集系統，並使「署長」及食物環境衛生署署長滿意。

**10 「該租契」條款第3.18條訂明：**

未經「署長」事先書面同意，不得移除或干擾生長於「該地段」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

**11 「該租契」條款第3.19(a)至(b)條訂明：**

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於5,660平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的建築物的住客和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。何謂休憩空間將由「署長」決定，其決定為最終決定並對「承租人」具約束力。
- (b) 根據「該租契」條款第3.19條(a)款提供的休憩空間須被指定為並構成「該租契」條款第3.24(a)(vi)條所指的「公用地方」的其中一部分。

**12 「該租契」條款第3.20條訂明：**

「承租人」須在「該地段」或其任何部分及平台(如有)未有建築之部分，自費進行環境美化工程及種植樹木及灌木，及其後須自費以令「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。

**8 Clause No. 3.16 of the Lease stipulates that:**

The Lessee, its tenants, servants, visitors, workmen and other persons authorised by the Lessee in that behalf from time to time and at all times for all lawful purposes connected with the proper use and enjoyment of the Lot shall have a non-exclusive right to pass and repass on, along, over, by and through all that portion of land shown coloured purple on the plan annexed to the Lease (hereinafter referred to as "the Purple Area") and the Government shall be entitled at any time to grant right-of-way over the Purple Area or any portion thereof to the owners of any other lots in the vicinity now or at any time in the future or other persons or parties whomsoever, or to take over the whole or any portion of the Purple Area for the purposes of a public road without payment of any compensation to the Lessee or to other lessees, owners, occupiers, persons or parties to whom rights of way over the whole or any portion of the Purple Area may have been granted. Any alteration to any public road absorbing a portion of the Purple Area over and along which right-of-way is given or affecting the gradient thereof shall not give rise to any claim by the Lessee.

**9 Clause No. 3.17 of the 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 Lot a comprehensive system of refuse collection.

**10 Clause No. 3.18 of the Lease stipulates that:**

No tree growing on the Lot 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.

**11 Clause No. 3.19(a) to (b) of the Lease stipulates that:**

- (a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 5,660 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.
- (b) The open space provided in accordance with sub-clause (a) of Clause No. 3.19 of the Lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.24(a)(vi) of the Lease.

**12 Clause No. 3.20 of the Lease stipulates that:**

The Lessee shall at its own expense landscape and plant with trees and shrubs any portion of the Lot 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.

**13 「該租契」條款第3.22(a)至(h)條訂明：**

- (a) 除於「該租契」條款第3.22條(b)款、(c)款及(d)款另有規定外，「業主」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「私人住宅單位」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「補價」，將轉讓予他的「私人住宅單位」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「私人住宅單位」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」；
  - (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「私人住宅單位」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3.22條(c)款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3.22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」日期起計五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」。
- (d) 於「期間」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「私人住宅單位」，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「私人住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「私人住宅單位」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」。

**13 Clause No. 3.22(a) to (h) of the Lease stipulates that:**

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.22 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his private residential flat 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 to the Lessee, mortgage or charge the private 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) 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 private 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;
  - (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 its sole and absolute discretion to buy such private residential flat;
  - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its 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 sub-clause (c) of Clause No. 3.22 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorised by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.22 of the Lease; and
  - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, 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.
- (d) After the expiry of the Period,
  - (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his private 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 private 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 private 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.

## 批地文件的摘要 Summary of Land Grant

- (e) 儘管「該租契」條款第3.22條(a)款有所規定，「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「私人住宅單位」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。
- (f) 在「業主」根據「該租契」條款第3.22條(d)款向「承租人」繳付「補價」後，「該租契」條款第3.22條將不再適用於該「業主」的「私人住宅單位」，並對該「業主」的「私人住宅單位」失去效力。
- (g) 就「該租契」條款第3.22條而言，
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「私人住宅單位」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「私人住宅單位」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「私人住宅單位」的市值；
  - (v) 「業主」指獲「承租人」根據「該租契」條款第3.21(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「私人住宅單位」的獨有管有權的人士；而就「該租契」條款第3.22條而言，包括其業權繼承人及「私人住宅單位」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15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「私人住宅單位」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「私人住宅單位」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「私人住宅單位」的價錢；以及
  - (ix) 「私人住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的私人住宅單位。
- (h) 儘管「該租契」條款第3.22條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.22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房屋局局長不時施加的條款及條件(如有)限制。

- (e) Notwithstanding sub-clause (a) of Clause No. 3.22 of the 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 private 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) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 3.22 of the Lease, Clause No. 3.22 of the Lease shall no longer apply to and cease to have effect on the owner's private residential flat.
- (g) For the purposes of Clause No. 3.22 of the Lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a private residential flat or any interest therein;
  - (ii) "First Assignment" means the first assignment of a private 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 private 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 Lot together with the right of exclusive possession of a private residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 3.21(a) of the Lease; and for the purpose of Clause No. 3.22 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the private residential flat;
  - (vi) "Period" means a period of 15 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 private 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 private 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 private residential flat sold by the Lessee to the owner as specified in the First Assignment; and
  - (ix) "private residential flat" means a private residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 3.22 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.22 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Housing.

**14 「該租契」條款第3.23(a)及(i)條訂明：**

- (a) 除「該租契」條款第3.23條(b)款及(c)款另有規定外，「承租人」須自費及以在各方面均令「署長」滿意及良好的工作方式，在「該地段」興建、建造、提供及保養由政府、機構及社區設施組成的：
- (i) 一間「長者鄰舍中心」；
  - (ii) 一間「安老院」(下稱「安老院」)；
  - (iii) 一間「殘疾人士社交及康樂中心」(下稱「殘疾人士社交及康樂中心」)；
  - (iv) 一間「幼兒中心」；
  - (v) 一間「自閉症人士支援中心」；
  - (vi) 兩間「到校學前康復服務辦事處」；
  - (vii) 一間「長者日間護理中心」(下稱「長者日間護理中心」)；
  - (viii) 一間「資助幼稚園暨幼兒中心」；
  - (ix) 一個供停泊「安老院」使用的根據《道路交通條例》及其下的規例及任何修訂法例(下稱「道路交通條例」)獲發牌的私家小型巴士(備車尾升降台)的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；
  - (x) 三個供停泊「長者日間護理中心」使用的根據「道路交通條例」獲發牌的私家小型巴士的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；
  - (xi) 一個供停泊「殘疾人士社交及康樂中心」使用的根據「道路交通條例」獲發牌的16座位小型客貨車(備車尾升降台)的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；及
  - (xii) 一個供根據「道路交通條例」獲發牌的汽車作上落客貨用途及供「安老院」、「長者日間護理中心」及「殘疾人士社交及康樂中心」的汽車(包括救護車及私家小型巴士)作乘客上落客用途的路旁停車處，除非另行獲得「署長」的書面同意，此停車處的尺寸須為3.5米寬及11.0米長而樓底高度最少須為3.6米。

(上述屋宇(包括根據「該租契」條款第3.23條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同「署長」以其絕對酌情權決定的任何其他專屬於該屋宇的地方、設施、裝備和裝置(其決定為最終決定並對「承租人」具約束力)，下統稱「政府屋宇」)。

就「該租契」條款第3.23條(a)款而言，何謂「長者鄰舍中心」、「安老院」、「殘疾人士社交及康樂中心」、「幼兒中心」、「自閉症人士支援中心」、「到校學前康復服務辦事處」、「長者日間護理中心」及「資助幼稚園暨幼兒中心」將由社會福利署署長決定，其決定為最終決定並對「承租人」具約束力。

**14 Clause No. 3.23(a) and (i) of the Lease stipulates that:**

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.23 of the 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 Lot in a good workmanlike manner government, institution and community facilities comprising:
- (i) one Neighbourhood Elderly Centre;
  - (ii) one Residential Care Home for the Elderly (hereinafter referred to as "the Residential Care Home for the Elderly");
  - (iii) one Social and Recreational Centre for the Disabled (hereinafter referred to as "the Social and Recreational Centre for the Disabled");
  - (iv) one Child Care Centre;
  - (v) one Support Centre for Persons with Autism;
  - (vi) two Office Bases for On-site Pre-school Rehabilitation Services;
  - (vii) one Day Care Centre for the Elderly (hereinafter referred to as "the Day Care Centre for the Elderly");
  - (viii) one Aided Kindergarten-Cum-Child Care Centre;
  - (ix) one space for the parking of a private light bus with tail-lift licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving the Residential Care Home for the Elderly and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
  - (x) three spaces for the parking of private light buses licensed under the Road Traffic Ordinance and serving the Day Care Centre for the Elderly and such spaces shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
  - (xi) one space for the parking of a 16-seater van with tail lift licensed under the Road Traffic Ordinance and serving the Social and Recreational Centre for the Disabled and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
  - (xii) one lay-by for loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and for the picking up and setting down of passengers from motor vehicles including ambulances and private light buses serving the Residential Care Home for the Elderly, the Day Care Centre for the Elderly and the Social and Recreational Centre for the Disabled and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 3.6 metres.

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.23 of the 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 collectively referred to as the "Government Accommodation").

For the purpose of sub-clause (a) of Clause No. 3.23 of the Lease, the decision of the Director of Social Welfare as to what constitute a Neighbourhood Elderly Centre, Residential Care Home for the Elderly, Social and Recreational Centre for the Disabled, Child Care Centre, Support Centre for Persons with Autism, Office Bases for On-site Pre-school Rehabilitation Services, Day Care Centre for the Elderly and Aided Kindergarten-Cum-Child Care Centre shall be final and binding on the Lessee.

- (i) (i) 受限於依據《財政司司長法團條例》及其下的規例及任何修訂法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」,若文意許可的情況下,「財政司司長法團」亦包括其繼承人及受讓人)根據「該租契」條款第3.24(a)(ii)(I)條所指的任何分擔,在整個「批租年期」內,「承租人」須自費以各方面均令「署長」滿意的方式保養下列項目(下統稱「雜項」):
- (I) 非獨立式的「政府屋宇」之外部飾面,及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素;
  - (II) 供「該地段」內「政府屋宇」及發展項目的其餘部分使用的所有升降機、自動扶梯和樓梯;
  - (III) 構成供「該地段」內「政府屋宇」及發展項目的其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備);及
  - (IV) 供「政府屋宇」及「該地段」的發展項目的其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」所引起或造成的一切不論任何性質的責任、損害賠償、開支、索償、收費、費用、要求、法律行動及訴訟,對政府及「財政司司長法團」作出彌償,並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.23條(i)款而言,「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.23條(i)款而言,若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物,「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識,「署長」就有關「政府屋宇」是否獨立式的決定為最終決定並對「承租人」及「財政司司長法團」具約束力。

**15 「該租契」條款第3.26(a)至(d)條訂明:**

- (a) 除了根據「該租契」條款第3.23(a)(ix)、3.23(a)(x)及3.23(a)(xi)條提供的停車位外,「承租人」須在「該地段」內以令運輸署署長(下稱「運輸署署長」)滿意的方式提供及維持:
- (i) 供停泊根據「道路交通條例」獲發牌的汽車(電單車和貨車除外)的停車位,除非另行獲得「運輸署署長」的書面同意,停車位的數目須為76而且除非另行獲得「運輸署署長」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,根據「該租契」條款第3.26條(a)(iv)款保留及指定的停車位除外。「該租契」條款第3.26條(a)(i)款提供的停車位中,其中75個停車位用作停泊根據「道路交通條例」獲

- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by 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) as referred to in Clause No. 3.24(a)(ii)(I) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (I) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
  - (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 Lot; and
  - (IV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.23 of the Lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.23 of the 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.

**15 Clause No. 3.26(a) to (d) of the Lease stipulates that:**

- (a) In addition to the spaces provided in accordance with Clause Nos. 3.23(a)(ix), 3.23(a)(x) and 3.23(a)(xi) of the Lease, the Lessee shall provide and maintain within the Lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "the C for T"):
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces shall be 76 and except for those spaces reserved and designated in accordance with sub-clause (a)(iv) of Clause No. 3.26 of the Lease, each space shall, unless the C for T 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. Of the spaces so provided under

發牌並屬於「該地段」已建或擬建的建築物之私人住宅單位的住客及其真正賓客、訪客或受邀者的汽車，及1個停車位用作停泊根據「道路交通條例」獲發牌並屬於「商業屋宇」的佔用人及其真正賓客、訪客或受邀者的汽車；

- (ii) 供停泊根據「道路交通條例」獲發牌的電單車的停車位，除非另行獲得「運輸署署長」的書面同意，停車位的數目須為15而且除非另行獲得「運輸署署長」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」獲發牌的輕型貨車的停車位，除非另行獲得「運輸署署長」的書面同意，停車位的數目須為9而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及8.0米長而樓底高度最少須為3.6米；及
- (iv) 根據「該租契」條款第3.26條(a)(i)款所提供的停車位中，其中須預留及指定由建築事務監督或房屋局常任秘書長要求或批准的數目之停車位供傷殘人士停泊汽車。每個預留及指定之停車位的尺寸須根據建築事務監督或房屋局常任秘書長的要求或批准。

就「該租契」而言，「傷殘人士」根據「道路交通條例」定義。「建築事務監督」根據《建築物條例》定義。

- (b) 根據「該租契」條款第3.26條(a)(i)款、(a)(ii)款、(a)(iii)款及(a)(iv)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 除了根據「該租契」條款第3.23(a)(xii)條提供的停車位外，「承租人」須在「該地段」內以令「運輸署署長」滿意的方式提供及維持供根據「道路交通條例」獲發牌的汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位。除非另行獲得「運輸署署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為5而尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米。除非另行獲得「運輸署署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的數目須為3而尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為3.8米。上述停車位不得用作「該租契」條款第3.26條(c)款所列及與「該地段」已建或擬建的建築物有關的用途以外的任何其他用途。就「該租契」而言，何謂垃圾收集車將由「運輸署署長」決定，其決定為最終決定並對「承租人」具約束力。供汽車作上落客貨用途的停車位中，其中2個停車位用作停泊根據「道路交通條例」獲發牌並屬於「該地段」已建或擬建的建築物之私人住宅單位的住客及其真正賓客、訪客或受邀者的汽車，及1個停車位用作停泊根據「道路交通條例」獲發牌並屬於「商業屋宇」的佔用人及其真正賓客、訪客或受邀者的汽車，及2個停車位用作停泊根據「道路交通條例」獲發牌並屬於「幼稚園」的佔用人及其真正賓客、訪客或受邀者的汽車。

sub-clause (a)(i) of Clause No. 3.26 of the Lease, 75 spaces shall be used for the parking of motor vehicles licensed under the Road Traffic Ordinance belonging to the residents of the private residential flats and their bona fide guests, visitors or invitees and 1 space shall be used for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees;

- (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces shall be 15 and each space shall, unless the C for T 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 light goods vehicles licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces shall be 9 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres; and
- (iv) out of the spaces provided under sub-clause (a)(i) of Clause No. 3.26 of the Lease, such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as the Building Authority or the Permanent Secretary for Housing may require or approve. The dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require or approve.

For the purpose of the Lease, "disabled persons" shall be as defined in the Road Traffic Ordinance, and "Building Authority" shall be as defined in the Buildings Ordinance.

- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.26 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (c) In addition to the space provided in accordance with Clause No. 3.23(a)(xii) of the Lease, the Lessee shall provide and maintain within the Lot to the satisfaction of the C for T spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and spaces for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the C for T otherwise consents in writing, be 5 having a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and the number of spaces for the loading and unloading of refuse collection vehicles shall, unless the C for T otherwise consents in writing, be 3 having a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres. The spaces so provided shall not be used for any purpose other than for the purposes provided in sub-clause (c) of Clause No. 3.26 of the Lease and in connection with the building or buildings erected or to be erected on the Lot. For the purpose of the Lease, the decision of the C for T as to what constitutes a refuse collection vehicle shall be final and binding on the Lessee. Of the spaces so provided for the loading and unloading of motor vehicles, 2 spaces shall be for the use of motor vehicles licensed under the Road Traffic Ordinance belonging to the residents of the private residential flats and their bona fide guests, visitors or invitees, 1 space shall be for the use of motor vehicles licensed under the Road Traffic Ordinance belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees and 2 spaces shall be for the use of motor vehicles licensed under the Road Traffic Ordinance belonging to the occupiers of the Kindergarten and their bona fide guests, visitors or invitees.

- (d) 就計算「該租契」條款第3.14(a)、3.14(c)(ii)、3.14(c)(iii)及3.14(c)(iv)條所指的總樓面面積及「該租契」條款第3.14(c)(i)條所指的商業樓面面積而言，根據「該租契」條款第3.23(a)(ix)至3.23(a)(xii)條及「該租契」條款第3.26條(a)及(c)款所提供的停車位及任何其他地方(包括但不限於為該等停車位而設的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)，均不應該納入計算。

**16 「該租契」條款第3.27(a)至(c)條訂明：**

- (a) 「承租人」須在「批租年期」期間在所有時間准許「運輸署署長」、政府、其人員、承辦商、代理人、工人和任何其他獲上述人士授權的人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制免費進出及返回及通過「該地段」或其任何部分及任何已建或擬建於「該地段」之上的建築物，以視察、檢查或確保「承租人」未有違反或未有不遵守根據「該租契」條款第3.23(a)(ix)、3.23(a)(x)、3.23(a)(xi)、3.23(a)(xii)及3.26條；
- (b) 政府不會就因「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述人士授權的人士根據「該租契」條款第3.27條(a)款行使權利所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須就因「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述人士授權的人士根據「該租契」條款第3.27條(a)款行使權利，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟，對政府作出彌償，並使政府持續得到彌償。

**17 「該租契」條款第3.28(a)至(i)條訂明：**

- (a) 「承租人」須於「該租契」的日期起計12個曆月或「署長」可指定的延長期限內自費向「署長」存放一份或多份標示根據「該租契」條款第3.23(a)(ix)、3.23(a)(x)、3.23(a)(xi)、3.23(a)(xii)、3.26(a)及3.26(c)條將在「該地段」提供所有作停泊及上落客貨用途的停車位及路旁停車處之布局的圖則或獲《建築物條例》中定義之認可人士核證的該等布局圖副本(下稱「停車場布局圖」)。未經「運輸署署長」事先書面批准，不得修訂、更改、改動、修改或以另一布局圖代替「停車場布局圖」。
- (b) 於「停車場布局圖」上標示作停泊及上落客貨用途的停車位及路旁停車處不得用作「該租契」條款第3.23(a)(ix)、3.23(a)(x)、3.23(a)(xi)、3.23(a)(xii)、3.26(a)及3.26(c)條各所述用途以外的任何其他用途。「承租人」須根據「停車場布局圖」維持所有作停泊及上落客貨用途的停車位及路旁停車處及其他地方，包括但不限於「停車場布局圖」上標示之升降機、樓梯平台、機動及流通區。

- (d) For the purpose of calculating the total gross floor area stipulated in Clause Nos. 3.14(a), 3.14(c)(ii), 3.14(c)(iii) and 3.14(c)(iv) and the commercial gross floor area stipulated in Clause No. 3.14(c)(i) of the Lease, there shall not be taken into account the spaces provided in accordance with Clause Nos. 3.23(a)(ix) to 3.23(a)(xii) and sub-clauses (a) and (c) of Clause No. 3.26 of the Lease and any other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces.

**16 Clause No. 3.27(a) to (c) of the Lease stipulates that:**

- (a) The Lessee shall at all times throughout the Lease Term permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Clause Nos. 3.23(a)(ix), 3.23(a)(x), 3.23(a)(xi), 3.23(a)(xii) and 3.26 of the Lease by the Lessee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall 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, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease.

**17 Clause No. 3.28(a) to (i) of the Lease stipulates that:**

- (a) Within 12 calendar months from the date of the Lease or such longer period as may be specified by the Director, the Lessee shall at its own expense deposit with the Director a plan or plans indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the Lot in accordance with Clause Nos. 3.23(a)(ix), 3.23(a)(x), 3.23(a)(xi), 3.23(a)(xii), 3.26(a) and 3.26(c) of the Lease or a copy of such plan or plans certified by an authorised person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.
- (b) The parking, loading and unloading spaces and lay-by indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Clause Nos. 3.23(a)(ix), 3.23(a)(x), 3.23(a)(xi), 3.23(a)(xii), 3.26(a) and 3.26(c) of the Lease. The Lessee shall maintain all parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

- (c) 除了「停車場布局圖」上標示的停車位及路旁停車處之外，不得將「該地段」任何部分或其上任何建築物或構築物用作「該租契」條款第3.23(a)(ix)、3.23(a)(x)、3.23(a)(xi)、3.23(a)(xii)、3.26(a)及3.26(c)條所述供汽車停泊及作上落客貨及路旁停車處之用途。
- (d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.28條(a)款向「署長」存放「停車場布局圖」之前，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分之交易(根據「該租契」條款第3.23(d)條轉讓「政府屋宇」除外)。
- (e) 「承租人」現：
- (i) 同意「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權查閱、使用、複印及修訂「停車場布局圖」，及同意「運輸署署長」或「署長」以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布「停車場布局圖」予任何政府部門或第三方(不論個人、商戶、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或「運輸署署長」、「署長」或政府之主動查詢；及
- (ii) 接受及確認「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.28條(e)(i)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「停車場布局圖」。
- (f) 就「該租契」條款第3.28條(e)款而言，「承租人」須促致或促使他人促致「停車場布局圖」的知識產權擁有人同意「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士查閱、使用、複印、修訂、披露及傳布「停車場布局圖」，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途。
- (g) 「承租人」現接受及確認根據「該租契」條款第3.28條(e)款及(f)款給予的同意將在「批租年期」屆滿或提前終止後繼續有效並對「承租人」具約束力。
- (h) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款、(b)款、(c)款、(d)款及(f)款之責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.28條(e)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.28條(e)(i)款就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有
- (c) Except for the spaces and lay-by indicated on the Car Park Layout Plans, no part of the Lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles and lay-by set out respectively in Clause Nos. 3.23(a)(ix), 3.23(a)(x), 3.23(a)(xi), 3.23(a)(xii), 3.26(a) and 3.26(c) of the Lease.
- (d) Except with the prior written consent of the Director, no transaction except for the assignment of the Government Accommodation pursuant to Clause No. 3.23(d) of the Lease affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to the deposit of the Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.28 of the Lease.
- (e) The Lessee hereby:
- (i) gives its consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and
- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of Clause No. 3.28 of the Lease.
- (f) For the purpose of sub-clause (e) of Clause No. 3.28 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of Clause No. 3.28 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.28 of the Lease; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.28 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise



關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不得就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (i) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款、(b)款、(c)款、(d)款及(f)款下之責任；對於「停車場布局圖」中的任何遺漏或錯誤，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

### 18 「該租契」條款第3.30(a)至(e)條訂明

- (a) 除非獲得渠務署署長事先書面同意(現存溝渠構築物及其鋪面構築物(現存溝渠構築物包括其鋪面構築物下統稱「鋪面渠構築物」)除外)，否則不得在「該租契」附圖上以粉紅色加黑斜線及粉紅色加黑斜線紅斜線顯示及以「D.R.」標示的渠務專用範圍(下稱「渠務專用範圍」)上、上方、下面、之上、之下或之內豎立、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物件。除非車輛可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。渠務署署長就何謂可隨時駛走的車輛的決定為最終決定，並對「承租人」具約束力。
- (b) 儘管「該租契」條款第3.30條(a)款有所規定，如獲得渠務署署長事先書面同意並受制於渠務署署長可施加的條款及條件，(i)「鋪面渠構築物」之上的構築物、軟性或硬性園景可獲准許豎設於「渠務專用範圍」；(ii) 建築物或構築物或建築物或構築物之支撐物件可獲准許建於「渠務專用範圍」上方或之內，惟須有從「渠務專用範圍」的地面水平向上延伸至高度5.0米的淨空間；及(iii) 水管、輸氣管、電纜管道或其他公用設施地底設備可獲准許安裝於「渠務專用範圍」之內。
- (c) 除了「鋪面渠構築物」之外，任何可能阻塞「該租契」條款第3.30條(d)款所指的「公用設施」或引致其超出荷載的物件或物料，不論性質為何，都不得放置於「渠務專用範圍」之內。倘若渠務署署長認為(其意見為最終意見，並對「承租人」具約束力)「渠務專用範圍」內有物件或物料可能會阻塞「公用設施」或引致其超出荷載，渠務署署長有權以書面通知要求「承租人」以各方面均令其滿意的方式自費拆卸或移除該等物件或物料，並恢復「渠務專用範圍」的原狀。如「承租人」忽略或未能在通知書訂明的限期內遵行有關要求，或情況緊急，渠務署署長可進行其認為必須的移除、拆卸及恢復原狀工程，「承租人」須按要求向政府支付該等工程的費用。
- (d) 政府、「署長」、渠務署署長、獲其正式授權的人員、承辦商及工人，不論是否備有工具、設備、機器或汽車，均獲保留權利不受限制自由隨時進出及返回及通過「該地段」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設

of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of Clause No. 3.28 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (i) 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.28 of the Lease; any omission or mistake in the Car Park Layout Plans.

### 18 Clause No. 3.30(a) to (e) of the Lease stipulates that:

- (a) Except the existing nullah structure and its decked structure as may be approved in writing by the Director of Drainage Services (the existing nullah structure including its decked structure are hereinafter collectively referred to as "the Decked Nullah Structure"), no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink hatched black and pink hatched black hatched red and marked "D.R." on the plan annexed to the Lease (hereinafter collectively referred to as "the Drainage Reserve Area"). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Area. The decision of the Director of Drainage Services as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.
- (b) Notwithstanding sub-clause (a) of Clause No. 3.30 of the Lease, with the prior written consent of the Director of Drainage Services and subject to such terms and conditions as he may impose, (i) structure(s), soft and hard landscape above the Decked Nullah Structure may be permitted to be erected on the Drainage Reserve Area; (ii) building(s) or structure(s) or support for building(s) or structure(s) may be permitted over or within the Drainage Reserve Area provided that there is a clear space extending upwards from the ground level of the Drainage Reserve Area to a height of 5.0 metres; and (iii) water pipes, gas pipes, cable ducts or other underground utilities may be permitted to be installed within the Drainage Reserve Area.
- (c) Except for the Decked Nullah Structures, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in sub-clause (d) of Clause No. 3.30 of the Lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Director of Drainage Services may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.
- (d) There is reserved unto the Government, the Director and the Director of Drainage Services, its or their duly authorised officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities, the Decked Nullah Structure, the inspection manholes and all

施、「鋪面渠構築物」、檢查井及所有其他服務，以及進行政府、「署長」、渠務署署長、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務（下稱「公用設施」）。

- (e) 政府、「署長」、渠務署署長、其人員、承辦商及工人不會就因上述人士行使「該租契」條款第3.30條(c)款及(d)款所賦予的權利所引起或附帶引起並對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償，因行使上述權利和權力而須將挖掘的坑道恢復原狀的情況除外。

**19 「該租契」條款第4.2條訂明：**

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

**20 「該租契」條款第4.3條訂明：**

不得於「該地段」豎立或建造墳墓或骨灰龕，亦不得於「該地段」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。

**21 「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」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

**22 「該租契」條款第4.5(a)至(d)條訂明：**

- (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其任何部分或「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「該地

other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as "the Utilities") which the Government, the Director, the Director of Drainage Services, its or their officers, contractors and workmen may require or authorise.

- (e) The Government, the Director, the Director of Drainage Services, its or their officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (c) and (d) of Clause No. 3.30 of the Lease and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

**19 Clause No. 4.2 of the Lease stipulates that:**

The Lessee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of the terms and covenants contained in the Lease or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the Lot 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 Lot or any development or redevelopment of the Lot or part thereof or out of any activities carried out on the Lot 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 Lease or in breach thereof.

**20 Clause No. 4.3 of the Lease stipulates that:**

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

**21 Clause No. 4.4 of the Lease stipulates that:**

The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the Lot 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 Lot at such premium as he may determine.

**22 Clause No. 4.5(a) to (d) of the 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 Lot 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 Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or

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段」內的土地和任何毗鄰或毗連的政府土地或出租土地，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、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良好和修繕妥當的狀態，並使「署長」滿意。

- (b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府在「該租契」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「該地段」任何土地或任何毗鄰或毗連的政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並對上述塌方、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，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、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及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定的期限內遵從該通知要求，並使「署長」滿意，「署長」可立即執行與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費或專業費用及開支。

### 23 「該租契」條款第4.6條訂明：

未經「署長」的事先書面同意，不得在「該地段」使用碎石設備。

### 24 「該租契」條款第4.7條訂明：

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

### 25 「該租契」條款第4.8(a)至(b)條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)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、明渠或其

other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot 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 sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the 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 Lot 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 Lease for breach of any of the terms and covenants contained in the 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.

### 23 Clause No. 4.6 of the Lease stipulates that:

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

### 24 Clause No. 4.7 of the Lease stipulates that:

Where prestressed ground anchors have been installed, upon development or redevelopment of the Lot 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.

### 25 Clause No. 4.8(a) to (b) of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or

他政府產業(下稱「政府的物業」),「承租人」須自費清理該等「廢料」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,而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致),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條(a)款有所規定,「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理「廢料」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。

## 26 「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(以下統稱「工程」)期間,採取或促使他人採取一切適當及充分的處理、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「該地段」及「紫色範圍」或其任何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「該地段」及「紫色範圍」或其任何部分或任何「服務設施」所造成的任何損壞、干擾或阻礙,並使「署長」滿意。如果「承租人」未能對「該地段」及「紫色範圍」或其任何部分或任何「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、彌補或修復工程,「承租人」須在被要求時向政府支付該等工程費用。

## 27 「該租契」條款第4.10(a)至(b)條訂明:

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道,以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠,並使「署長」滿

seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify 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 sub-clause (a) of Clause No. 4.8 of the 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.

## 26 Clause No. 4.9 of the Lease stipulates that:

The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot and the Purple Area 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 Lot and the Purple Area or any part thereof or any of the Services in any manner arising out of the Works. If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot and the Purple Area 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.

## 27 Clause No. 4.10(a) to (b) of the 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 Lot 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

意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。

- (b) 連接「該地段」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。

**28 「該租契」條款第5.3(a)至(c)條訂明：**

- (a) 政府、及位於「該地段」東面現名為鯉魚門邨之一幅土地(下稱「毗連屋邨」)之承租人及佔用人、其租戶、受僱人、訪客、工人及在該方面獲上述人士授權的其他人士不時及在所有時間，為妥善使用和享用與「毗連屋邨」相關的所有合法目的有權以徒步或乘坐輪椅的方式(非使用汽車)在「署長」批准的高度往返、沿經、跨越、路經及途經在「該租契」附圖上以粉紅色加紅斜線及粉紅色加黑斜線紅斜線標示的部分(下稱「粉紅色加紅斜線範圍」)或「該地段」其他地方以進出及返回「毗連屋邨」。
- (b) 儘管「該租契」條款第5.3條(a)款內有所規定，「毗連屋邨」之承租人及佔用人、其租戶、受僱人、訪客、工人及在該方面獲上述人士授權的其他人士沒專有權往返、沿經、跨越、路經及途經「粉紅色加紅斜線範圍」或其任何部分。
- (c) 「承租人」須自費維護、管理、保養及維修「粉紅色加紅斜線範圍」連同其組成部分的或與之有關的一切，並使「署長」滿意。

**29 「該租契」條款第5.4(a)至(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、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服

Lot, 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 Lot 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.

**28 Clause No. 5.3(a) to (c) of the Lease stipulates that:**

- (a) There is reserved unto the Government and the lessees and occupiers of all that piece or parcel of ground situate lying and being at the east of the Lot and now known as Lei Yue Mun Estate (hereinafter referred to as "the Adjoining Estate"), their tenants, servants, visitors, workmen and other persons authorised by them in that behalf from time to time and at all times for all lawful purposes connected with the proper use and enjoyment of the Adjoining Estate the right to pass and repass on foot or on wheelchair without vehicles on, along, over, by and through the area shown coloured pink hatched red and pink hatched black hatched red on the plan annexed to the Lease (hereinafter collectively referred to as "the Pink Hatched Red Area") or such other area or areas of the Lot at such level or levels, as may be approved by the Director so as to give access to and egress from the Adjoining Estate.
- (b) Notwithstanding anything contained in sub-clause (a) of Clause No. 5.3 of the Lease, the lessees and occupiers of the Adjoining Estate, their tenants, servants, visitors, workmen and other persons authorised by them in that behalf shall not have any exclusive right to pass and repass on, along, over, by and through the Pink Hatched Red Area or any portion thereof.
- (c) The Lessee shall at its own expense uphold, manage, maintain and repair the Pink Hatched Red Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director.

**29 Clause No. 5.4(a) to (c) of the Lease stipulates that:**

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or

務，藉通過或經過「該地段」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)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上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.4條(a)款所指通過或經過「該地段」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、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「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上述人士正式授權的人士行使「該租契」條款第5.4條(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4條(a)款所指的雨水渠、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)。

### 30 「該租契」條款第5.6條訂明：

除非事先獲得「署長」的書面同意，否則「承租人」不得進行或准許或容許他人進行任何與已建或擬建於「該地段」之上的任何私人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「該地段」的任何毗連或相鄰私人住宅單位。至於何謂使一個單位內部連結及可通往任何毗連或相鄰私人住宅單位的工程，「署長」的決定為最終決定，並對「承租人」具約束力。

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 Lot or any part thereof.

- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of free ingress, egress and regress to and from the Lot 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 sub-clause (a) of Clause No. 5.4 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them under sub-clause (b) of Clause No. 5.4 of the 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 sub-clause (a) of Clause No. 5.4 of the Lease, all to be done to the satisfaction of the Director.

### 30 Clause No. 5.6 of the 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 private residential flat erected or to be erected on the Lot, 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 private residential flat erected or to be erected on the Lot. 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 private residential flat shall be final and binding on the Lessee.

註：請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」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 Lease, please refer to the Lease. Full script of the Lease is available for inspection free of charge during opening hours at the office of the 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. 「政府屋宇」

#### (i) 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.23(a)至(e)及(h)至(j)條訂明：

- (a) 除「該租契」條款第3.23條(b)款及(c)款另有規定外，「承租人」(見批地文件的摘要內的定義)須自費及以在各方面均令「署長」(見批地文件的摘要內的定義)滿意及良好的工作方式，在「該地段」(見批地文件的摘要內的定義)興建、建造、提供及保養由政府、機構及社區設施組成的：
- (i) 一間「長者鄰舍中心」；
  - (ii) 一間「安老院」(下稱「安老院」)；
  - (iii) 一間「殘疾人士社交及康樂中心」(下稱「殘疾人士社交及康樂中心」)；
  - (iv) 一間「幼兒中心」；
  - (v) 一間「自閉症人士支援中心」；
  - (vi) 兩間「到校學前康復服務辦事處」；
  - (vii) 一間「長者日間護理中心」(下稱「長者日間護理中心」)；
  - (viii) 一間「資助幼稚園暨幼兒中心」；
  - (ix) 一個供停泊「安老院」使用的根據《道路交通條例》及其下的規例及任何修訂法例(下稱「道路交通條例」)獲發牌的私家小型巴士(備車尾升降台)的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；
  - (x) 三個供停泊「長者日間護理中心」使用的根據「道路交通條例」獲發牌的私家小型巴士的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；
  - (xi) 一個供停泊「殘疾人士社交及康樂中心」使用的根據「道路交通條例」獲發牌的16座位小型客貨車(備車尾升降台)的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；及
  - (xii) 一個供根據「道路交通條例」獲發牌的汽車作上落客貨用途及供「安老院」、「長者日間護理中心」及「殘疾人士社交及康樂中心」的汽車(包括救護車及私家小型巴士)作乘客上落客用途的路旁停車處，除非另行獲得「署長」的書面同意，此停車處的尺寸須為3.5米寬及11.0米長而樓底高度最少須為3.6米

(上述屋宇(包括根據「該租契」條款第3.23條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同「署長」以其絕

## 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

Clause No. 3.23 (a)-(e) and (h)-(j) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.23 of the Lease, the Lessee (as defined in the Summary of Land Grant) shall at its own expense and in all respects to the satisfaction of the Director (as defined in the Summary of Land Grant) erect, construct, provide and maintain on the Lot (as defined in the Summary of Land Grant) in a good workmanlike manner government, institution and community facilities comprising:
- (i) one Neighbourhood Elderly Centre;
  - (ii) one Residential Care Home for the Elderly (hereinafter referred to as "the Residential Care Home for the Elderly");
  - (iii) one Social and Recreational Centre for the Disabled (hereinafter referred to as "the Social and Recreational Centre for the Disabled");
  - (iv) one Child Care Centre;
  - (v) one Support Centre for Persons with Autism;
  - (vi) two Office Bases for On-site Pre-school Rehabilitation Services;
  - (vii) one Day Care Centre for the Elderly (hereinafter referred to as "the Day Care Centre for the Elderly");
  - (viii) one Aided Kindergarten-Cum-Child Care Centre;
  - (ix) one space for the parking of a private light bus with tail-lift licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving the Residential Care Home for the Elderly and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
  - (x) three spaces for the parking of private light buses licensed under the Road Traffic Ordinance and serving the Day Care Centre for the Elderly and such spaces shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
  - (xi) one space for the parking of a 16-seater van with tail lift licensed under the Road Traffic Ordinance and serving the Social and Recreational Centre for the Disabled and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
  - (xii) one lay-by for loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and for the picking up and setting down of passengers from motor vehicles including ambulances and private light buses serving the Residential Care Home for the Elderly, the Day Care Centre for the Elderly and the Social and Recreational Centre for the Disabled and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 3.6 metres

對酌情權決定的任何其他專屬於該屋宇的地方、設施、裝備和裝置(其決定為最終決定並對「承租人」具約束力)，下統稱「政府屋宇」。

就「該租契」條款第3.23條(a)款而言，何謂「長者鄰舍中心」、「安老院」、「殘疾人士社交及康樂中心」、「幼兒中心」、「自閉症人士支援中心」、「到校學前康復服務辦事處」、「長者日間護理中心」及「資助幼稚園暨幼兒中心」將由社會福利署署長決定，其決定為最終決定並對「承租人」具約束力。

- (b) 在整個「批租年期」(見批地文件的摘要內的定義)內，「署長」以及依據《財政司司長法團條例》及其下的規例及任何修訂法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」；在文意許可的情況下，「財政司司長法團」一詞亦包括其繼承人及受讓人)在根據「該租契」條款第3.23條(d)款獲轉讓「政府屋宇」後(為施行「該租契」條款第3.23條(b)款，「財政司司長法團」不包括其受讓人)，可全權並在未經「承租人」贊同或認可的情況下：

- (i) 改變或更改「政府屋宇」或其任何部分的用途；
- (ii) 更改「政府屋宇」或其任何部分的總樓面面積；及
- (iii) 進行建築工程，包括但不限於「署長」認為為行使「該租契」條款第3.23條(b)(i)及(b)(ii)款賦予的權力而須進行的改建、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、機械及機器進行。

及現同意及聲明政府、「署長」及「財政司司長法團」不會就因「署長」或「財政司司長法團」行使「該租契」條款第3.23條(b)款賦予的權力所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，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「財政司司長法團」提出任何索償。

- (c) 除「該租契」條款第3.23條(b)款另有規定外，「承租人」根據「該租契」條款第3.23條(d)款將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前，除非事先得到「署長」書面同意，否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求，在「政府屋宇」無產權負擔或受制於現有租約或許可或兩者(如有)的情況下，按「署長」指定的條款及條件，自費將「該租契」條款第3.23條(e)款的不分割份數或其任何部分，連同空置管有權及獨有使用、佔用和享用「政府屋宇」或其任何部分的權利，轉讓予「財政司司長法團」而不收取任何費用。
- (e) 有關按「該租契」條款第3.23條(d)款轉讓予「財政司司長法團」的屬整個「該地段」的不分割份數數目，將由「署長」按照「政府屋宇」的總樓

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.23 of the 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 collectively referred to as the "Government Accommodation").

For the purpose of sub-clause (a) of Clause No. 3.23 of the Lease, the decision of the Director of Social Welfare as to what constitute a Neighbourhood Elderly Centre, Residential Care Home for the Elderly, Social and Recreational Centre for the Disabled, Child Care Centre, Support Centre for Persons with Autism, Office Bases for On-site Pre-school Rehabilitation Services, Day Care Centre for the Elderly and Aided Kindergarten-Cum-Child Care Centre shall be final and binding on the Lessee.

- (b) Throughout the Lease Term (as defined in the Summary of Land Grant) 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 sub-clause (d) of Clause No. 3.23 of the Lease, FSI (which expression for the purposes of sub-clause (b) of Clause No. 3.23 of the 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 sub-clauses (b)(i) and (b)(ii) of Clause No. 3.23 of the Lease.

AND IT IS HEREBY AGREED AND DECLARED THAT the Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under sub-clause (b) of Clause No. 3.23 of the Lease.

- (c) Subject to sub-clause (b) of Clause No. 3.23 of the Lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to sub-clause (d) of Clause No. 3.23 of the 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 sub-clause (e) of Clause No. 3.23 of the Lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with sub-clause (d) of Clause No. 3.23 of the 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



面面積佔所有已建或擬建於「該地段」的建築物的總樓面面積而訂定，「署長」這方面訂定的數目為最終決定並對「承租人」具約束力。

- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.23條(d)款轉讓之前的任何時間內，有權要求而「承租人」須按要求及按「署長」認為合適的條款及條件將「政府屋宇」或其任何部分的空置管有權交予政府供其獨有使用、佔用和運用。
- (i) (i) 受限於「財政司司長法團」根據「該租契」條款第3.24(a)(ii)(I) 條所指的任何分擔，在整個「批租年期」內，「承租人」須自費以各方面均令「署長」滿意的方式保養下列項目(下統稱「雜項」)：
- (I) 非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (II) 供「該地段」內「政府屋宇」及發展項目的其餘部分使用的所有升降機、自動扶梯和樓梯；
  - (III) 構成供「該地段」內「政府屋宇」及發展項目的其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；及
  - (IV) 供「政府屋宇」及「該地段」的發展項目的其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」所引起或造成的一切不論任何性質的責任、損害賠償、開支、索償、收費、費用、要求、法律行動及訴訟，對政府及「財政司司長法團」作出彌償，並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.23條(i)款而言，「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.23條(i)款而言，若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識，「署長」就有關「政府屋宇」是否獨立式的決定為最終決定並對「承租人」及「財政司司長法團」具約束力。

gross floor area of all the buildings erected or to be erected within the Lot. 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 sub-clause (d) of Clause No. 3.23 of the 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. 3.24(a)(ii)(I) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (I) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
  - (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 Lot; and
  - (IV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.23 of the Lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.23 of the 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) 儘管有「該租契」條款第3.23條(d)款的規定，「承租人」須應「署長」的要求，按「署長」決定的其他條款及條件，將「政府屋宇」或其任何部分分租予「財政司司長法團」或「署長」不時指定的其他人士，並收取名義租金。

**「該租契」條款第3.24(a)(ii)條訂明：**

- (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) 「財政司司長法團」作為「政府屋宇」的業主須負責其保養及管理事宜，但無須負責保養及管理「該地段」上發展項目的其餘部分；
- (B) 「財政司司長法團」作為「政府屋宇」的業主須就實際供「政府屋宇」使用或由該處的佔用人、其受僱人、承辦商、代理人或訪客使用的設施或服務支付管理及保養費。然而，「財政司司長法團」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「政府屋宇」所佔總樓面面積與已建或擬建於「該地段」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「政府屋宇」的轉讓契據的日期或政府收回「政府屋宇」或其相關部分之空置權的日期(以較早者為準)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，「財政司司長法團」將無須對管理及保養費承擔繳付責任；及
- (C) 「財政司司長法團」作為「政府屋宇」的業主毋須就發展項目任何其他部分(不論是否「該租契」條款第3.24條(a)(vi)款所指的「公用地方」或其他)攤付任何管理及保養費，亦毋須就政府產業署署長或「署長」就此委託的人士認為並非直接服務或以其他方式惠及「政府屋宇」的任何設施或服務的提供攤付任何管理及保養費；
- (II) 「財政司司長法團」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「政府屋宇」或由該處佔用人、其受僱人、承辦商、代理人或訪客使用的設施及服務相關的資本償還除外；
- (C) 「政府屋宇」相關的保險保費；
- (D) 清理廢料費用；
- (E) 逾期未繳管理及保養費的罰款；
- 或同類付款；

- (j) Notwithstanding sub-clause (d) of Clause No. 3.23 of the 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.

**Clause No. 3.24 (a)(ii) of the Lease stipulates that:**

- (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 Lot;
- (B) FSI as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors provided however that the liability of FSI shall be as determined by the Government Property Administrator or 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 Lot and shall only commence from the date of the Assignment or the date of taking over of vacant possession by the Government of the Government Accommodation or the relevant part(s) thereof, whichever is the earlier and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose; 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 sub-clause (a)(vi) of Clause No. 3.24 of the Lease or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the 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 person nominated by the Director for this purpose, in respect of 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;
- (E) penalty charges on late payment of management and maintenance charges; or payment of a like nature;

- (III) 「財政司司長法團」、其承租人、租戶、獲許可人、獲其授權的人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權的權益：
- (A) 「政府屋宇」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「該地段」的任何部分及「該地段」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「政府屋宇」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「政府屋宇」或其任何部分專用的服務與設施（下稱「政府屋宇服務」）的權利，而毋須向「承租人」支付任何費用。但是，在進行上述「政府屋宇服務」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「該地段」內及服務除「政府屋宇」外「該地段」上發展項目的所有部分的該等服務及設施造成損壞；
  - (D) 與妥善使用及享用「政府屋宇」或其任何部分有關之通行及再通行、進出、往返及使用「該租契」條款第3.24條(a)(vi)款中所指的「公用地方」，以及使用和享用「該地段」或其任何部分內或「該地段」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、工人及其他人士，及不論是否備有工具、汽車、機械、設備、物料或機器進入「該地段」或「該地段」上發展項目的任何部分的權利，以便於「政府屋宇」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「政府屋宇服務」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「政府屋宇」的通行權；
  - (G) 「財政司司長法團」認為合適下在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該地段」或其任何部分或「該地段」上的發展項目任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有工具、機械、設備、機器、物料或汽車，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；

- (III) FSI, its lessees, tenants, licensees and persons authorised by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:
- (A) the right of shelter, support and protection for the Government Accommodation;
  - (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Lease Term laid on or running through any part of the Lot and any part of the development on the Lot;
  - (C) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Lessee Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within or appertaining to the Lot and serving all those parts of the development on the Lot 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 sub-clause (a)(vi) of Clause No. 3.24 of the 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 Lot 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, motor vehicles, plant, equipment, material or machinery to enter upon the Lot or any part of the development on the Lot 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 Lot 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;

- (H) 固定於「政府屋宇」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、通風及其他裝備、設施、裝置、固定裝置、附屬工程、機械及物料的通行權；
- (I) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、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「該地段」或「該地段」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、工人或其他人士，及不論是否備有工具、機械、設備、機器、物料或汽車；及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

## **(ii) 公契的有關係文**

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」。

### **i. 根據「公契」第一節第1條，以下用詞各自的定義如下：**

「資助幼稚園暨幼兒中心」指「該租契」條款第3.23(a)(viii)條具體指明的資助幼稚園暨幼兒中心，並構成「政府屋宇」的一部分。

「幼兒中心」指「該租契」條款第3.23(a)(iv)條具體指明的幼兒中心，並構成「政府屋宇」的一部分。

「長者日間護理中心」指「該租契」條款第3.23(a)(vii)條具體指明的長者日間護理中心，並構成「政府屋宇」的一部分。

「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「該地段」及「屋苑」的地方、系統、裝置、設施與斜坡結構，包括但不限於…「雜項」…

「財政司司長法團」指依據香港法例《財政司司長法團條例》(第1015章)成立名為「財政司司長法團」的單一法團，「公契」中「財政司司長法團」一詞指「財政司司長法團」作為「政府屋宇」之「業主」，若文意許可的情況下，「政府屋宇」之「業主」亦包括「財政司司長法團」之繼承人及受讓人。

「政府、機構及社區上落客貨停車位」指「該租契」條款第3.23(a)(xii)條具體指明的路旁停車處，供根據《道路交通條例》(第374章)獲發牌的汽車作上落客貨用途及供「安老院」、「長者日間護理中心」及「殘疾人士社交及康樂中心」的汽車(包括救護車及私家小型巴士)作乘客上落客用途，並構成「政府屋宇」的一部分，現於「公契」所夾附的圖則以靛藍色顯示，以資識別，及以「LOADING AND UNLOADING BAY FOR WELFARE / RESIDENTIAL CARE HOME FOR THE ELDERLY / AMBULANCE」標示。

- (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/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Lot or any part of the development on the Lot 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**

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:**

“Aided Kindergarten-Cum-Child Care Centre” or “KG-cum-CCC” shall mean the Aided Kindergarten-Cum-Child Care Centre as more particularly referred to in Clause 3.23(a)(viii) of the Lease, which forms part of the Government Accommodation.

“Child Care Centre” or “CCC” shall mean the Child Care Centre as more particularly referred to in Clause 3.23(a)(iv) of the Lease, which forms part of the Government Accommodation.

“Day Care Centre for the Elderly” or “DE” shall mean the Day Care Centre for the Elderly as more particularly referred to in Clause 3.23(a)(vii) of the Lease, which forms part of the Government Accommodation.

“Estate Common Areas and Facilities” shall mean the areas, systems, devices, facilities and slope structures within the Lot 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 Items, ...

“F.S.I.” shall mean The Financial Secretary Incorporated, a corporation solely incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015) of the Laws of Hong Kong and the expression “F.S.I.” in the DMC shall mean The Financial Secretary Incorporated in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of The Financial Secretary Incorporated as the Owner of the Government Accommodation.

“GIC Loading and Unloading Space” shall mean the lay-by for loading and unloading of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374) and for the picking up and setting down of passengers from motor vehicles including ambulances and private light buses serving the RCHE, the DE and the S&RC as more particularly referred to in Clause 3.23(a)(xii) of the Lease, which forms part of the Government Accommodation and is for the purpose of identification only, coloured indigo and marked with “LOADING AND UNLOADING BAY FOR WELFARE / RESIDENTIAL CARE HOME FOR THE ELDERLY / AMBULANCE” on the plans annexed to the DMC.

「政府產業署署長」指香港九龍油麻地海庭道11號西九龍政府合署南座9樓政府產業署之政府產業署署長；並包括其繼承人及在任何時候及不時接管及/或替換及/或承擔及/或行使政府產業署署長的全部或部分職能或職責的任何其他官員或政府部門或任何政府或行政機關（不論其擔任任何職銜或職位）。

「政府屋宇」指包含現已或將會按照「該租契」第3.23(a)條的「資助幼稚園暨幼兒中心」、「幼兒中心」、「長者日間護理中心」、「長者鄰舍中心」、「到校學前康復服務辦事處1」、「到校學前康復服務辦事處2」、「安老院」、「自閉症人士支援中心」、「殘疾人士社交及康樂中心」、「政府、機構及社區上落客貨停車位」、供停泊「安老院」使用的私家小型巴士（備車尾升降台）的停車位、三個供停泊「長者日間護理中心」使用的私家小型巴士的停車位、及供停泊「殘疾人士社交及康樂中心」使用的16座位小型客貨車（備車尾升降台）的停車位（包括該處按照「該租契」第3.23條(b)及(c)款的規定所作的改動、改建、加建、擴建或改善工程，以及「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）的該等「屋苑」部分，該等「政府屋宇」現於「公契」所夾附的圖則以靛藍色顯示，以資識別。

「雜項」指「該租契」條款第3.23(i)(i)條中定義的「雜項」，包括 (i) 非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；(ii) 供「該地段」內「政府屋宇」及「屋苑」的其餘部分使用的所有升降機、自動扶梯和樓梯；(iii) 構成供「該地段」內「政府屋宇」及「屋苑」的其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備（包括但不限於可攜式及不可攜式消防裝置與設備）；及 (iv) 供「政府屋宇」及「該地段」的「屋苑」的其餘部分使用的一切其他公用部分與設施。

「長者鄰舍中心」指「該租契」條款第3.23(a)(i)條具體指明的長者鄰舍中心，並構成「政府屋宇」的一部分。

「到校學前康復服務辦事處」或「到校學前康復服務辦事處1」及「到校學前康復服務辦事處2」指「該租契」條款第3.23(a)(vi)條具體指明的兩間到校學前康復服務辦事處，並構成「政府屋宇」的一部分。

「安老院」指「該租契」條款第3.23(a)(ii)條具體指明的安老院，並構成「政府屋宇」的一部分。

「殘疾人士社交及康樂中心」指「該租契」條款第3.23(a)(iii)條具體指明的殘疾人士社交及康樂中心，並構成「政府屋宇」的一部分。

「自閉症人士支援中心」指「該租契」條款第3.23(a)(v)條具體指明的自閉症人士支援中心，並構成「政府屋宇」的一部分。

“G.P.A.” shall mean the Government Property Administrator of the Government Property Agency of 9/F., South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator.

“Government Accommodation” shall mean such part or parts of the Estate comprising the KG-cum-CCC, the CCC, the DE, the NEC, the Office Base of OPRS 1, the Office Base of OPRS 2, the RCHE, the SPA, the S&RC, the GIC Loading and Unloading Space, the space for the parking of a private light bus with tail-lift serving the RCHE, three spaces for the parking of private light buses serving the DE and the space for the parking of a 16-seater van with tail lift serving the S&RC in accordance with Clause 3.23(a) of the Lease (including such alterations, variations, additions, extensions or improvements thereto made pursuant to sub-clauses (b) and (c) of Clause 3.23 of the Lease and 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 Owners)), which for the purpose of identification only, is/are shown coloured indigo on the plan(s) annexed to the DMC.

“Items” shall mean the Items as defined in Clause 3.23(i)(i) of the 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/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate and (iv) 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 as more particularly referred to in Clause 3.23(a)(i) of the Lease, which forms part of the Government Accommodation.

“Office Bases of On-site Pre-school Rehabilitation Services” or “Office Base of OPRS 1” and “Office Base of OPRS 2” shall mean the two Office Bases for On-site Pre-school Rehabilitation Services as more particularly referred to in Clause 3.23(a)(vi) of the Lease, which forms part of the Government Accommodation.

“Social and Recreational Centre for the Disabled” or “S&RC” shall mean the Social and Recreational Centre for the Disabled as more particularly referred to in Clause 3.23(a)(iii) of the Lease, which forms part of the Government Accommodation.

“Support Centre for Persons with Autism” or “SPA” shall mean the Support Centre for Persons with Autism as more particularly referred to in Clause 3.23(a)(v) of the Lease, which forms part of the Government Accommodation.

- ii. 根據「公契」第四節第16(a)條，「政府屋宇」的「業主」須負責管理和保養「政府屋宇」。
  - 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，當「政府屋宇」的「業主」以書面提出要求時，「經理人」將負責保養只供「政府屋宇」使用的裝備、設施與裝置，而「政府屋宇」的「業主」將償還「經理人」由於執行此等保養工程而引致的費用，條件是「經理人」首先須向「政府屋宇」的「業主」提交費用預算(包括「經理人」就「公契」第四節第16(b)條而計收之任何酬金)連同佐證文件和「政府屋宇」的「業主」認為必需的任何其他有關資料，經「政府屋宇」的「業主」書面批准該預計開支(包括所述「經理人」之酬金)及「經理人」將進行的保養工程後，「經理人」才能開始上述保養工程。但須以下列條件作為前提：「經理人」就執行「公契」第四節16(b)條的職責所引致的費用(包括所述「經理人」之酬金)及開支必須與「管理開支」分開，並且不得影響由其他「業主」支付的包括「經理人」酬金的「管理開支」。
  - iv. 根據「公契」第四節第17條，「雜項」須由「經理人」管理及保養。所有「業主」(作為「政府屋宇」的「業主」的「財政司司長法團」除外)須就「經理人」未能管理及保養「雜項」所引致或造成的一切任何責任、損害賠償、開支、索償、收費、費用、要求、法律行動及訴訟向「財政司司長法團」及「政府」作出彌償，並使其持續得到彌償。
  - v. 根據「公契」第四節第20條第(aq)項，「經理人」具有權力、職能與責任管理及保養「雜項」運作良好和修繕妥當的狀態。
  - vi. 根據「公契」第六節第38(d)條，儘管「公契」第四節第38條(a)款有所規定，在將「政府屋宇」轉讓給「財政司司長法團」的日期(包括轉讓該日)或政府收回「政府屋宇」的日期(以較早者為準)，「財政司司長法團」須繳付「政府屋宇」的管理月費，但須以下列條件作為前提：有關數額應由「政府產業署署長」或其他由「署長」為此目的委託的人士，根據有關實際及直接服務於「政府屋宇」或由「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施和服務而決定有關費用，但該應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤「屋苑」「管理份數」的總數目應佔的比例，並須以下列條件作為前提：除非和直至上述款額已經首先獲得「政府產業署署長」或其委託人或其他由「署長」為此目的而委託的人士書面批准，否則「財政司司長法團」沒有責任繳付任何月費。為免生疑問，「公契」中的任何規定並沒有影響「公契」第六節第48(b)條。
  - vii. 根據「公契」第六節第48條，儘管「公契」另有相反規定，「財政司司長法團」作為「政府屋宇」的「業主」不須繳付以下費用：
    - (a) 「公契」第六節第35(a)條所指的管理費按金；
- ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation shall be managed and maintained by the Owner of the Government Accommodation.
  - iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC above, upon the request in writing of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs (including any remuneration as the Manager may charge for the purpose of Clause 16(b) of Section IV of the DMC) 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 (including such remuneration of the Manager) and the maintenance work to be carried out by the Manager and PROVIDED ALWAYS THAT the costs (including such remuneration of the Manager) 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 for all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Manager to manage and maintain the Items.
  - v. Pursuant to Clause 20(aq) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to manage and maintain in good repair and condition the Items.
  - vi. 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., or the date of taking over the Government Accommodation whichever is the earlier, 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 such other person nominated by the Director for this purpose in respect of the areas, facilities and services and the Items which actually and 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 the amount of the same shall have first been approved in writing by G.P.A. or its nominee or such other person nominated by the Director for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.
  - vii. Pursuant to Clause 48 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:
    - (a) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;

- (b) 「公契」第六節第35(b)條所指定的「特別基金」及資本設備基金(如有)供款,除了資本開支的償還,其款項須首先獲得「政府產業署署長」或其委託人或其他由「署長」為此目的而委託的人士書面批准,並與實際及直接服務於「政府屋宇」或與「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的設施和服務有關;但該應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤整個「屋苑管理份數」的總數目的應佔比例;
  - (c) 「政府屋宇」相關的保險保費;
  - (d) 清理廢料費用;
  - (e) 逾期或拖欠管理費和維修費用的利息、罰款及催收費用;或同類付款。
- 為免生疑問,除「該租契」條款第3.24(a)(ii)(l)條另有規定,「財政司司長法團」作為「政府屋宇」的「業主」無須對「該地段」及「屋苑」其餘部分任何管理及維修費用負責,尤其無須對「屋苑」的「公用地方與設施」及「雜項」任何情況下引致的任何管理及維修費用負責。「財政司司長法團」作為「政府屋宇」的「業主」亦獲豁免不需遵守任何裝修規則(如有)及聘用任何「房委會」(作為首位業主)或「經理人」所指定之保養維修或服務承建商。
- viii. 根據「公契」第七節第53(b)(1)條第(xx)項,年度預算案的第二部分第一分項應包括「雜項」之管理、保養及維修開支。
  - ix. 根據「公契」第七節第62(a)條,儘管「公契」另有相反規定,有關「該地段」及「屋苑」任何其他部分(無論是否屬於「公用地方與設施」或「雜項」或其他地方)的任何管理和維修或提供設施或服務的費用,倘若「政府產業署署長」或「署長」為此目的而委託的其他人士認為該等部分、設施或服務並非實際及直接供「政府屋宇」使用或直接令「政府屋宇」受益,作為「政府屋宇」「業主」的「財政司司長法團」便沒有責任作任何分擔;此外,「政府屋宇」的「業主」須對「該地段」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「雜項」或其它)的任何管理及保養費用承擔繳付的責任,除非及直至「政府屋宇」的「業主」,或「政府產業署署長」或其代名人或「署長」就此提名的人士(倘若「政府屋宇」的「業主」為「財政司司長法團」)事先書面批准該金額,惟「政府屋宇」的「業主」應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤整個「屋苑管理份數」的總數目的應佔比例。
  - x. 根據「公契」第十一節第96條,「公契」條款不得禁止、防止、阻礙或影響根據《安老院條例》(第459章)及其下的規例及任何修訂或替代法例成立或運作之「安老院」或「殘疾人士院舍」,或「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分作「安老院」及/或「殘疾人士院舍」用途。

- (b) 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 such other person nominated by the Director for this purpose, in respect of the facilities and services which actually and directly 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;
  - (c) insurance premium in respect of the Government Accommodation;
  - (d) debris removal fees;
  - (e) interest, penalty, collection charges on late or default in payment of management fees and maintenance charges; or payment of a like nature.
- For the avoidance of doubt, save and except as provided under Clause 3.24(a)(ii)(l) of the Lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the Lot 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 53(b)(1)(xx) of Section VII of the DMC, the first section of the second part of the annual budget shall cover the expenses for management, maintenance and repair of the Items.
  - ix. Pursuant to Clause 62(a) of Section VII of the DMC, notwithstanding anything to the contrary 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 Lot and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director for this purpose, actually and 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 Lot and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC, unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director 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.
  - x. Pursuant to Clause 96 of Section XI of the DMC, no provision in the DMC shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of the RCHE as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending or replacing legislation or the RCHD, or the use of the Lot or any part thereof or any building or part of any building erected thereon for the purpose of the RCHE and/or the RCHD.

- xi. 根據「公契」第二附錄A部分第1(g)條，持有「該地段」及「屋苑」每份「不分割份數」之任何「業主」享有權利於所有合理時間，當事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，不論是否連同工人及不論是否備有裝備、設備、及物料(視乎情況而定)進入「政府屋宇」或其任何部分，或當事先得到「房屋委員會樓宇」業主」的批准(在簽立「房屋委員會樓宇」之任何「副公契」之前)進入「房屋委員會樓宇」或其任何部分(除了在緊急情況下)，以對其「單位」進行任何保養及維修工程(「經理人」於「公契」下無須負責該等工程，及如無此進入權該等工程實際上不能進行)。惟該「業主」須對因此導致「政府屋宇」或「房屋委員會樓宇」(視乎情況而定)之任何損壞而產生之費用及開支負責。
- xii. 根據「公契」附表二A部第3條：
- (a) 公契」豁免並保留給「政府」、「署長」及在「政府屋宇」根據「該租契」條款第3.23(d)條轉讓予「財政司司長法團」(就「公契」附表二A部第3(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3(a)條賦予的權利(i)更改或修訂「政府屋宇」或其任何部分的使用；(ii)修訂「政府屋宇」或其任何部分之總樓面面積；及(iii)不論是否備有工具、設備、機械及機器進行建築工程(包括但不限於「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」、「署長」及「財政司司長法團」無須就「署長」或「財政司司長法團」為行使「公契」附表二A部第3(a)條賦予的權力所引致或附帶引起並對「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」、「署長」或「財政司司長法團」提出任何索償。
- (b) 除上述的權利及特權外，「財政司司長法團」、其承租人、租戶、獲許可人及獲其授權之人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權的權益：
- (i) 「政府屋宇」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「該地段」的任何部分及「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「政府屋宇」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「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而無須向「房委會」或「業主」支付任何費
- xi. Pursuant to Clause 1(g) in Part A of the Second Schedule to the DMC, each of the Undivided Shares of and in the Lot and the Estate is held subject to the right for any Owner with or without workmen, plant, equipment and materials at all reasonable times (as the case may be) upon prior approval of F.S.I. or G.P.A. or its nominee (except in the case of emergency) to enter upon the Government Accommodation or any part thereof or upon prior approval of the Owner of the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation) to enter upon the HA Accommodation or any part thereof (except in the case of emergency) for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under the DMC and which cannot practically be carried out without such access) PROVIDED THAT such Owner shall be liable for all costs and expenses incurred for any damage caused to such Government Accommodation or the HA Accommodation thereby (as the case may be).
- xii. Pursuant to Clause 3 in Part A of the Second Schedule to the DMC:
- (a) There is excepted and reserved unto the Government, the Director and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause 3.23(d) of the Lease, F.S.I. (which for the purpose of Clause 3(a) in Part A of the Second Schedule to the DMC shall not include its assigns) the absolute right (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 in Clause 3(a) in Part A of the Second Schedule to the DMC without having to obtain the concurrence or approval of the Authority, the Owners or the Manager. The Government, the Director and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director 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 or F.S.I. of the right conferred under Clause 3(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 authorised by it and the Owner(s) and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, and privileges and easements:
- (i) the right 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 Lot 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 without having to obtain the approval or consent of the Owners or the Manager PROVIDED



用，亦無須獲得「業主」或「經理人」任何批准或同意。惟在進行上述「政府屋宇服務」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「該地段」內或屬於「該地段」或其任何部分服務除「政府屋宇」外的該等服務及設施造成損壞；

- (iv) 與妥善使用及享用「政府屋宇」或其任何部分有關而通行及再通行、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「該地段」或其任何部分或「該地段」上「屋苑」的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、工人及其他人士，及不論是否備有工具、汽車、機械、設備、物料或機器進入「該地段」或「屋苑」的任何部分的權利，以便於「政府屋宇」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「政府屋宇服務」或其任何部分的保養、維修、改建、改道、更改、重鋪、還原及其他工程；
- (vi) 享有暢通無阻進出「政府屋宇」的通行權；
- (vii) 「財政司司長法團」認為合適下在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該地段」或其任何部分或「該地段」上「屋苑」任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有工具、機械、設備、機器、物料或汽車，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；
- (viii) 固定於「政府屋宇」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、通風及其他裝備、設施、裝置、固定裝置、附屬工程，機械及物料的通行權；
- (ix) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、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「該地段」或「屋苑」任何部分的相關通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有工具、機械、設備、機器、物料或汽車；及
- (x) 根據「該租契」條款第3.24(a)(ii)(III)(J)條，「署長」視為必要或恰當的其他權利、特權及地役權。

THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively 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 and to use and receive the benefit of any common facilities within the Lot or any part thereof or the Estate thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
- (v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without tools, motor vehicles, plant, equipment, material or machinery to enter upon the Lot 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, alteration, diversion, variation, relaying, reinstatement and 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 Lot or any part thereof or any part of the Estate on the Lot with or without servants, workmen and 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/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Lot 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 as provided in Clause 3.24(a)(ii)(III)(J) of the Lease.

- (c) 任何根據「公契」附表二A部第3條行使的地役權、權利及特權不須受限於「經理人」或「房委會」或任何業主的任何准許、批准或同意。
- xiii. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書(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、工人及其他人士等進入「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管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分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、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾。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。及再且在涉及進入「政府屋宇」時，須事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因而引致「政府屋宇」遭受任何損壞的所有費用和開支。

## 2. 通行權至「毗連屋邨」

### (i) 批地文件的有關條文

#### 「該租契」條款第5.3(a)至(c)條訂明：

- (a) 政府、及位於「該地段」東面現名為鯉魚門邨之一幅土地(下稱「毗連屋邨」)之承租人及佔用人、其租戶、受僱人、訪客、工人及在該方面獲上述人士授權的其他人士不時及在所有時間，為妥善使用和享用與「毗連屋邨」相關的所有合法目的有權以徒步或乘坐輪椅的方式(非使用汽車)在「署長」批准的高度往返、沿經、跨越、路經及途經在「該租契」附圖上以粉紅色加紅斜線及粉紅色加黑斜線紅斜線標示的部分(下稱「粉紅色加紅斜線範圍」)或「該地段」其他地方以進出及返回「毗連屋邨」。
- (b) 儘管「該租契」條款第5.3條(a)款內有所規定，「毗連屋邨」之承租人及佔用人、其租戶、受僱人、訪客、工人及在該方面獲上述人士授權的其他人士沒專有權往返、沿經、跨越、路經及途經「粉紅色加紅斜線範圍」或其任何部分。
- (c) 「承租人」須自費維護、管理、保養及維修「粉紅色加紅斜線範圍」連同其組成部分的或與之有關的一切，並使「署長」滿意。

- (c) The exercise of the easements, rights and privilege under Clause 3 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 Authority or any Owner.
- xiii. 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 necessary repairs of 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 Lot 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 therein causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT in respect of the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee to enter shall be required (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

## 2. Right of Way to the Adjoining Estate

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

#### Clause No. 5.3(a) to (c) of the Lease stipulates that:

- (a) There is reserved unto the Government and the lessees and occupiers of all that piece or parcel of ground situate lying and being at the east of the Lot and now known as Lei Yue Mun Estate (hereinafter referred to as "the Adjoining Estate"), their tenants, servants, visitors, workmen and other persons authorised by them in that behalf from time to time and at all times for all lawful purposes connected with the proper use and enjoyment of the Adjoining Estate the right to pass and repass on foot or on wheelchair without vehicles on, along, over, by and through the area shown coloured pink hatched red and pink hatched black hatched red on the Plan annexed to the Lease (hereinafter collectively referred to as "the Pink Hatched Red Area") or such other area or areas of the Lot at such level or levels, as may be approved by the Director so as to give access to and egress from the Adjoining Estate.
- (b) Notwithstanding anything contained in sub-clause (a) of Clause No. 5.3 of the Lease, the lessees and occupiers of the Adjoining Estate, their tenants, servants, visitors, workmen and other persons authorised by them in that behalf shall not have any exclusive right to pass and repass on, along, over, by and through the Pink Hatched Red Area or any portion thereof.
- (c) The Lessee shall at its own expense uphold, manage, maintain and repair the Pink Hatched Red Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director.

**(ii) 公契的有關條文**

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」。

- i. 根據「公契」第一節第1條，「地役權授予及費用分攤契據」指「公契」陳述(B)條所指的範圍及其他權利之地役權授予及費用分攤契據，以及更改、補充或修訂該範圍及其他權利的地役權授予及費用分攤契據之任何其他文件。
- ii. 根據「公契」第四節第20條第(ap)項，「經理人」具有權力、職能與責任收取及接收根據「地役權授予及費用分攤契據」、其他地役權授予及費用分攤契據(如有)或其他由毗連土地及發展項目(視乎情況而定)之業主應支付的所有金額及分擔款項，及適當使用根據「地役權授予及費用分攤契據」、其他地役權授予及費用分攤契據(如有)或其他契據之該等金額及分擔款項，及支付根據「地役權授予及費用分攤契據」、其他地役權授予及費用分攤契據(如有)或其他契據(視乎情況而定)下「業主」應支付的所有金額及分擔款項。惟任何時間「經理人」根據此分條收取之任何金額及分擔款項將歸於「業主」及撥入管理基金。
- iii. 根據「公契」第七節第53(a)條，年度預算案的第一部分應包括根據「地役權授予及費用分攤契據」「業主」所有應支付的款項。
- iv. 根據「公契」第十一節第95條，「業主」持有每份「不分割份數」及持有、使用、佔用和享用「屋苑」任何部分的專有權及特權，並受制及享有「地役權授予及費用分攤契據」之權益。
- v. 根據「公契」第二附錄A部分第1(j)條，「該地段」及「屋苑」每份「不分割份數」享有根據「地役權授予及費用分攤契據」賦予「業主」之所有權利、通行權及其他權利及特權。

**3. 排水渠及渠道**

**(i) 批地文件的有關條文**

**「該租契」條款第4.10(a)至(b)條訂明：**

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」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

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

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, "Deed of Grant of Easement" shall mean the Deed of Grant of Easement of the Areas and other Rights as referred to in Recital (B) of the DMC and any other documents having the effect of variation, supplement or modification of the Deed of Grant of Easement of the Areas and other Rights.
- ii. Pursuant to Clause 20(ap) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to collect and receive all sums and contributions payable by or on behalf of the owners of the adjacent land and development (as the case may be) under the Deed of Grant of Easement, other deed of grant of easement (if any) or otherwise and apply such sums and contributions as appropriate in accordance with the Deed of Grant of Easement, other deed of grant of easement (if any) or otherwise and to pay all sums and contributions payable by or on behalf of the Owners (as the case may be) under the Deed of Grant of Easement, other deed of grant of easement (if any) or otherwise PROVIDED ALWAYS THAT any sums and contributions so received by the Manager under this sub-clause shall accrue to the Owners and be credited to the management fund.
- iii. Pursuant to Clause 53(a) of Section VII of the DMC, the first part of the annual budget shall cover all amounts payable by the Owners under the Deed of Grant of Easement.
- iv. Pursuant to Clause 95 of Section XI of the DMC, each of the Undivided Shares and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner thereof subject to and with the benefit of the Deed of Grant of Easement.
- v. Pursuant to Clause 1(j) in Part A of the Second Schedule to the DMC, each of the Undivided Shares of and in the Lot and the Estate is held subject to all the rights, rights of way and other rights and privileges to which the Owners are entitled under the Deed of Grant of Easement.

**3. Drains and Channels**

**(i) Relevant provisions of the land grant**

**Clause No. 4.10(a) to (b) of the 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 Lot 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 Lot, 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 Lot 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

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。

## **(ii) 公契的有關條文**

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」。

- i. 根據「公契」第四節第20條第(j)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當的狀態：
  - (1) 現時或此後任何時間位於「屋苑」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「該地段」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「署長」滿意的排水渠和渠道。
- ii. 根據「公契」第四節第20條第(ax)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」第4.10(a)條所指的排水渠及渠道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最近的水道、集水井、渠道或政府雨水渠。
- iii. 根據「公契」第四節第20條第(bc)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.4(a)條所指的所有或任何雨水渠、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)。
- iv. 根據「公契」第七節第53(b)(1)條第(iv)項，年度預算案的第二部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」、「房屋委員會屋宇」或「政府屋宇」而設者除外)，以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務(專為「住宅大廈」、「房屋委員會屋宇」或「政府屋宇」而設者除外)並根據「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。

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.

## **(ii) Relevant Provisions of the Deed of Mutual Covenant**

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 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 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 Lot or the land adjacent thereto or on Government land which the Owners are required by the Lease to construct and maintain to the satisfaction of the Director.
- ii. Pursuant to Clause 20(ax) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels 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 Lot to the satisfaction of the Director in accordance with Clause 4.10(a) of the Lease.
- iii. Pursuant to Clause 20(bc) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.4(a) of the Lease to the satisfaction of the Director.
- iv. Pursuant to Clause 53(b)(1)(iv) of Section VII of the DMC, the first section of the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation) that are required to be maintained under the Lease.

- v. 根據「公契」第七節第53(c)(iii)條，年度預算案的第三部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱、承座及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
  - vi. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人士等進入「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管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分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、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾。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。倘因「經理人」、其工人、承辦商及代理之疏忽、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。及再且在涉及進入「政府屋宇」時，須事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因而引致「政府屋宇」遭受任何損壞的所有費用和支出。
  - vii. 根據「公契」第二附錄B部分第(b)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權是受限於讓水、污水、氣體及電力，藉自由而不受干擾地通過現時或此後任何時間可能位於該「屋苑」部分之相關業主擁有的「屋苑」部分或其任何部分內或設於其下的污水渠、排水渠、水道、電纜、水管和電線，以往來「屋苑」(不包括該「屋苑」部分之相關業主擁有的部分)的通行權。
  - viii. 根據「公契」第四附錄第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。
- v. Pursuant to Clause 53(c)(iii) of Section VII of the DMC, the third part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks.
  - vi. 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 necessary repairs of 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 Lot 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 therein causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT in respect of the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee to enter shall be required (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.
  - vii. Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held subject to the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by the relevant Owner(s) of such part of the Estate) through the sewers, drains water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by the relevant Owner(s) of such part of the Estate or any part or parts thereof.
  - viii. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

**B** 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 通行權至「毗連屋邨」

(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。

2. 公用事業設施或其他服務

(i) 批地文件的有關條文

「該租契」條款第5.4(a)至(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上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」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)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上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.4條(a)款所指通過或經過「該地段」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、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「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上述人士正式授權的人士行使「該租契」條款第5.4條(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4條(a)款所指的雨水渠、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)。

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

1. Right of Way to the Adjoining Estate

(i) Relevant provisions of the land grant

Please see paragraph A2(i) above.

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraph A2(ii) above.

2. Utility or Other Services

(i) Relevant provisions of the land grant

Clause No. 5.4(a) to (c) of the Lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of free ingress, egress and regress to and from the Lot 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 sub-clause (a) of Clause No. 5.4 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them under sub-clause (b) of Clause No. 5.4 of the 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 sub-clause (a) of Clause No. 5.4 of the Lease, all to be done to the satisfaction of the Director.

**(ii) 公契的有關條文**

請參閱上文第A3(ii)段。

**C** 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地

不適用

**D** 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用

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

Please see paragraphs A3(ii) above.

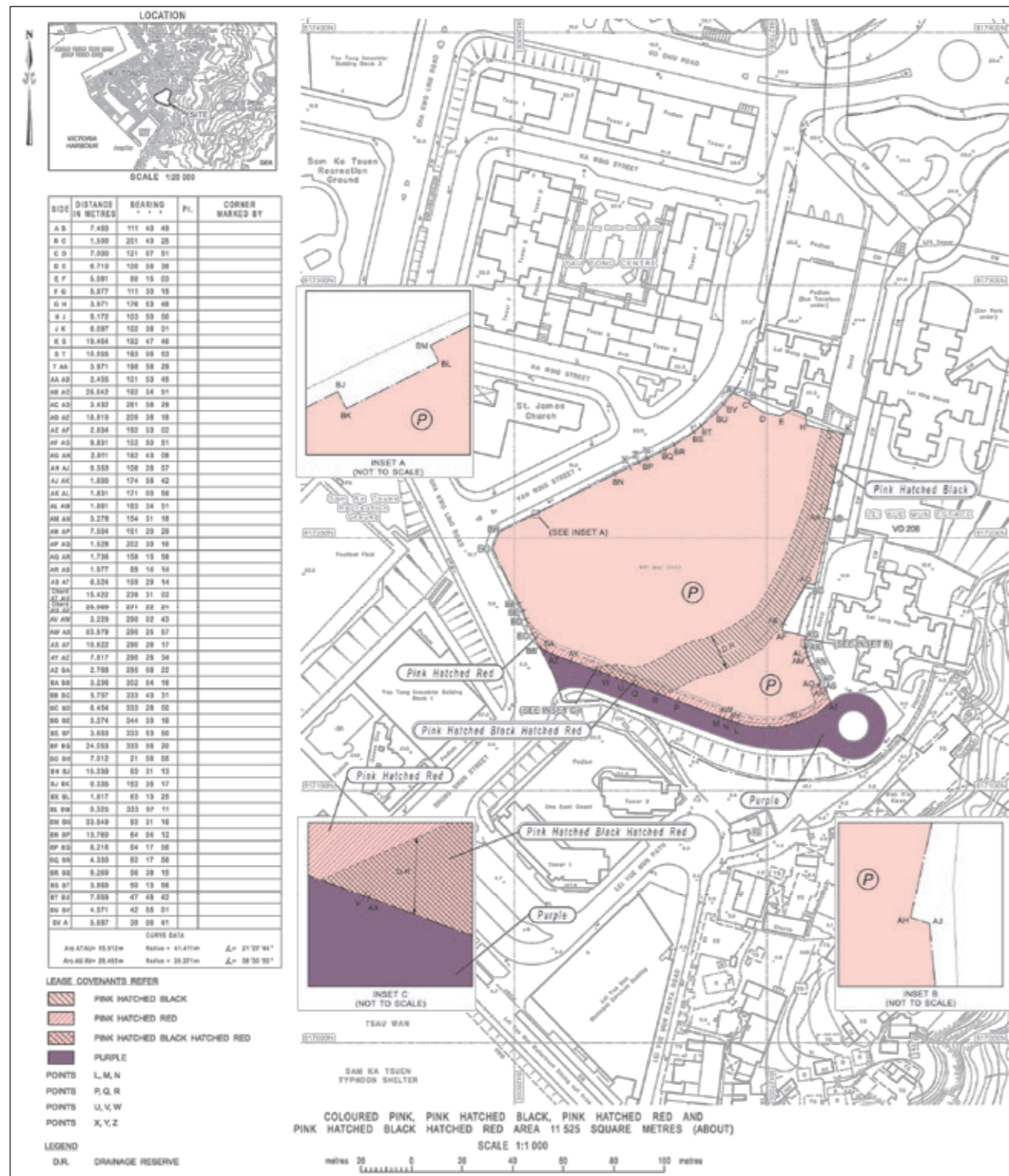
**C** Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

Not applicable

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

Not applicable

高宏苑「該租契」附圖(摘錄)  
Extract of Plan Annexed to the said Lease of Ko Wang Court



圖例 NOTATION

	粉紅色加黑斜線	Pink Hatched Black
	粉紅色加紅斜線	Pink Hatched Red
	粉紅色加黑斜線加紅斜線	Pink Hatched Black Hatched Red
	紫色	Purple
D.R.	渠務專用範圍	Drainage Reserve

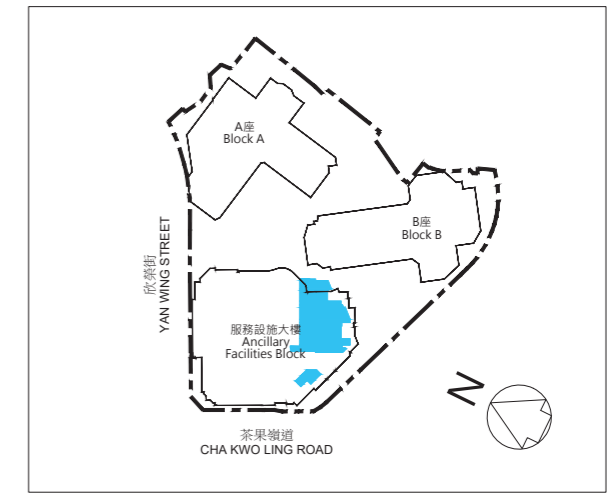
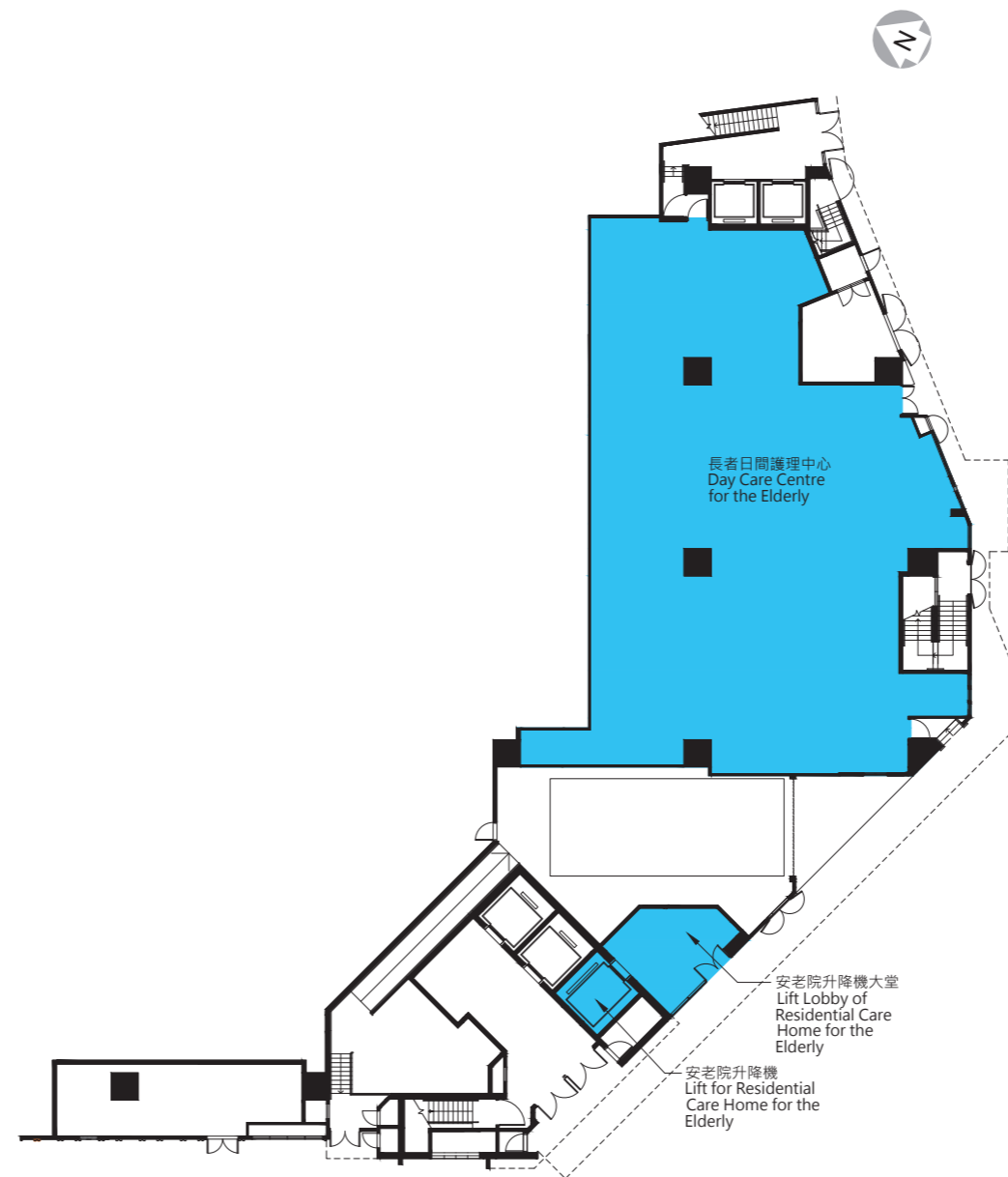


政府屋宇 – 長者日間護理中心及安老院  
Government Accommodation –  
Day Care Centre for the Elderly and  
Residential Care Home for the Elderly

地下低層2樓平面圖  
Lower Ground 2nd Floor Plan

圖例 NOTATION

	長者日間護理中心及安老院 Day Care Centre for the Elderly and Residential Care Home for the Elderly
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指示圖 KEY PLAN

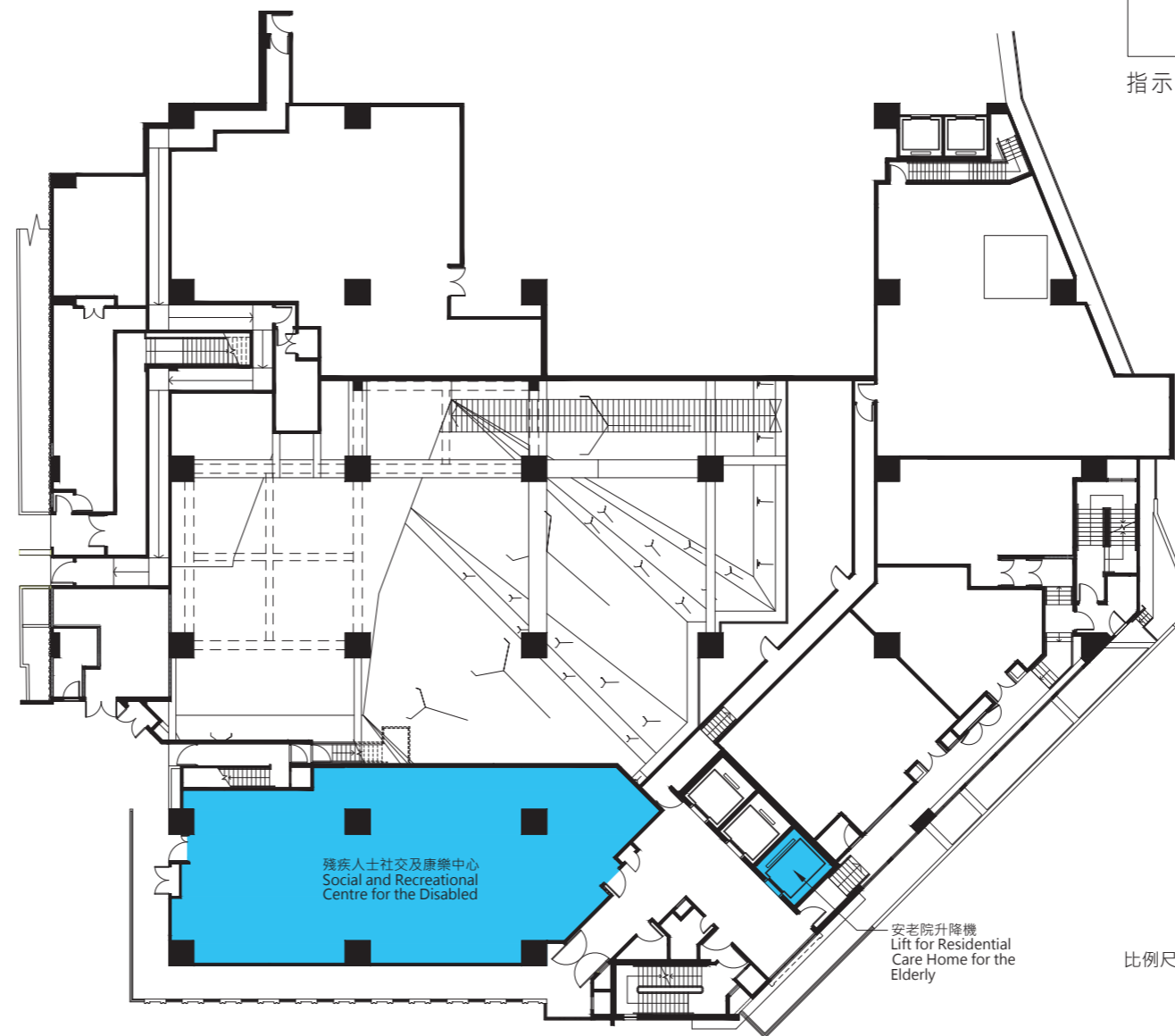
比例尺 SCALE: 0 5(米) (m)

政府屋宇 – 殘疾人士社交及康樂中心及安老院  
Government Accommodation –  
Social and Recreational Centre for the Disabled and  
Residential Care Home for the Elderly

地下低層1樓平面圖  
Lower Ground 1st Floor Plan



指示圖 KEY PLAN



圖例 NOTATION

	殘疾人士社交及康樂中心及安老院 Social and Recreational Centre for the Disabled and Residential Care Home for the Elderly
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比例尺 SCALE: 0 5(米) (m)

政府屋宇 – 資助幼稚園暨幼兒中心，幼兒中心及安老院  
Government Accommodation –  
Aided Kindergarten Cum Child Care Centre,  
Child Care Centre and Residential Care Home for the Elderly

地下平面圖  
Ground Floor Plan

圖例 NOTATION

 資助幼稚園暨幼兒中心，幼兒中心及安老院  
Aided Kindergarten Cum Child Care Centre,  
Child Care Centre and Residential Care Home  
for the Elderly

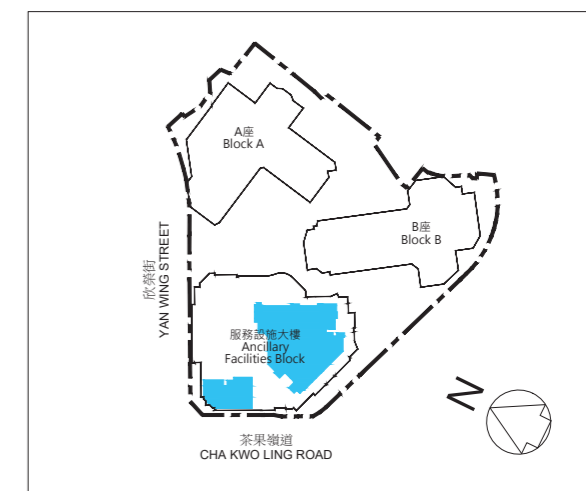
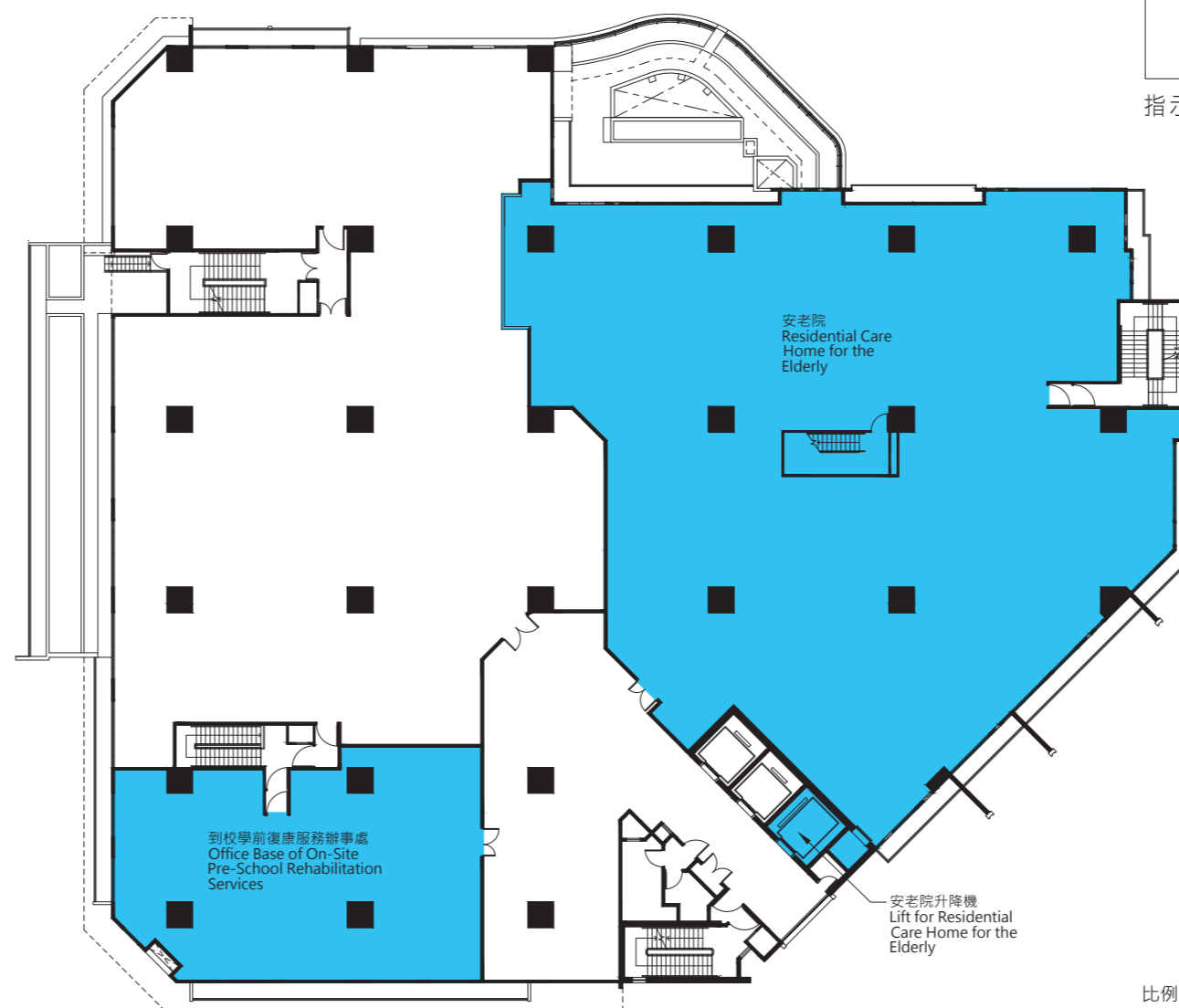


政府屋宇 – 到校學前復康服務辦事處及安老院  
Government Accommodation –  
Office Base of On-Site Pre-School Rehabilitation Services and  
Residential Care Home for the Elderly

1樓平面圖  
1/F Floor Plan

圖例 NOTATION

	到校學前復康服務辦事處及安老院 Office Base of On-Site Pre-School Rehabilitation Services and Residential Care Home for the Elderly
--	--




指示圖 KEY PLAN

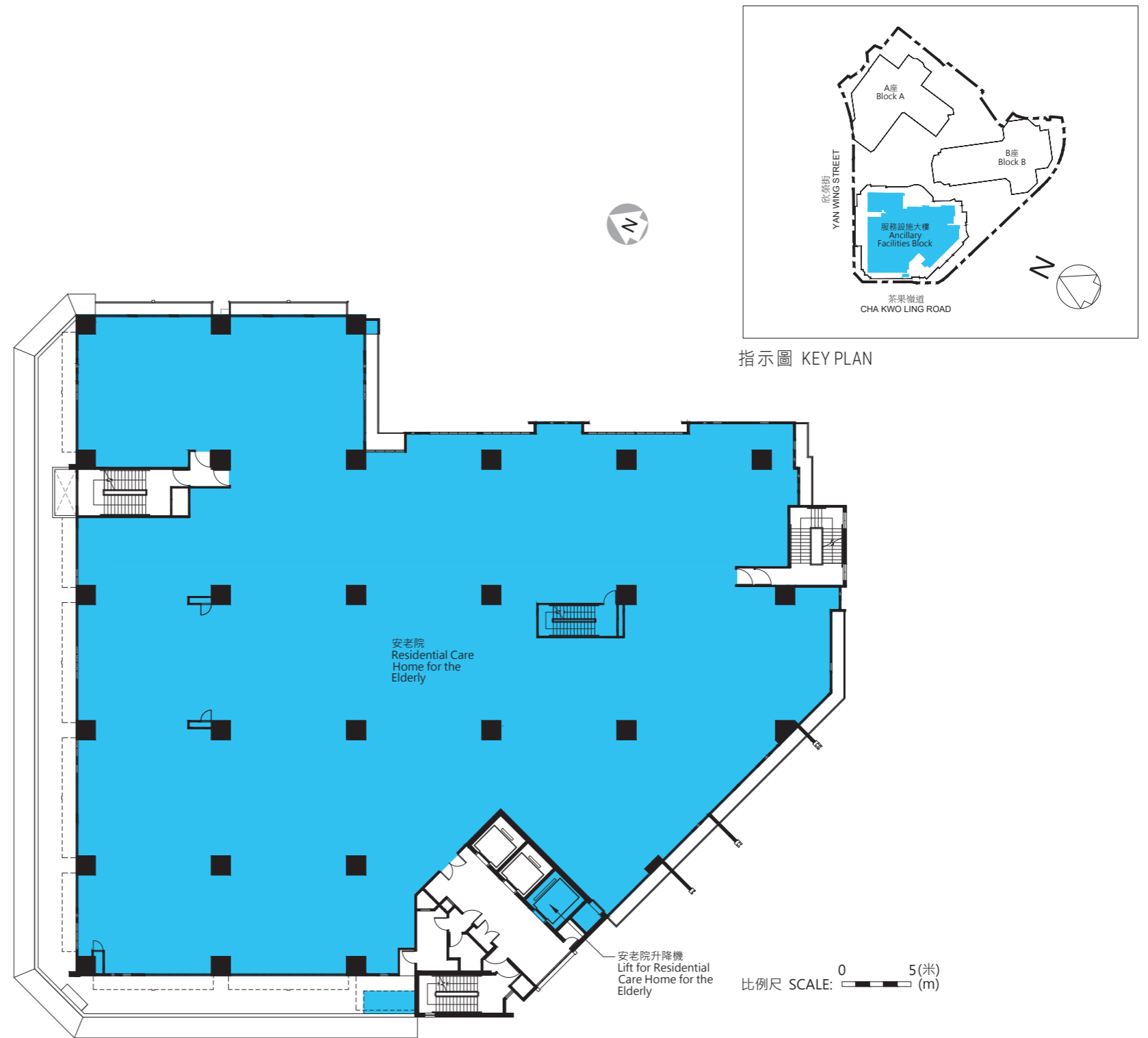
比例尺 SCALE: 0 5(米) (m)

政府屋宇 – 安老院  
Government Accommodation –  
Residential Care Home for the Elderly

2樓平面圖  
2/F Floor Plan

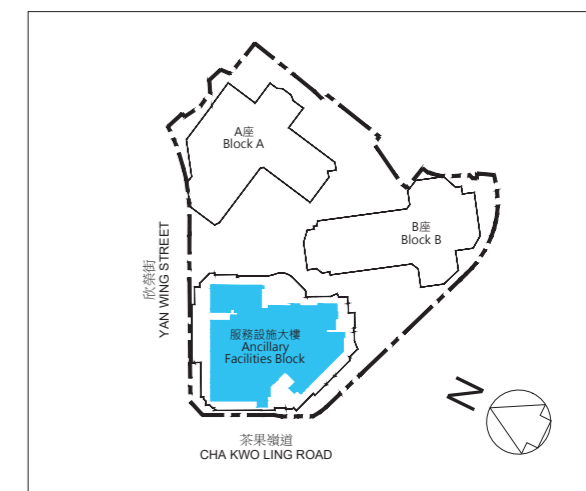
圖例 NOTATION

 安老院  
Residential Care Home for the Elderly

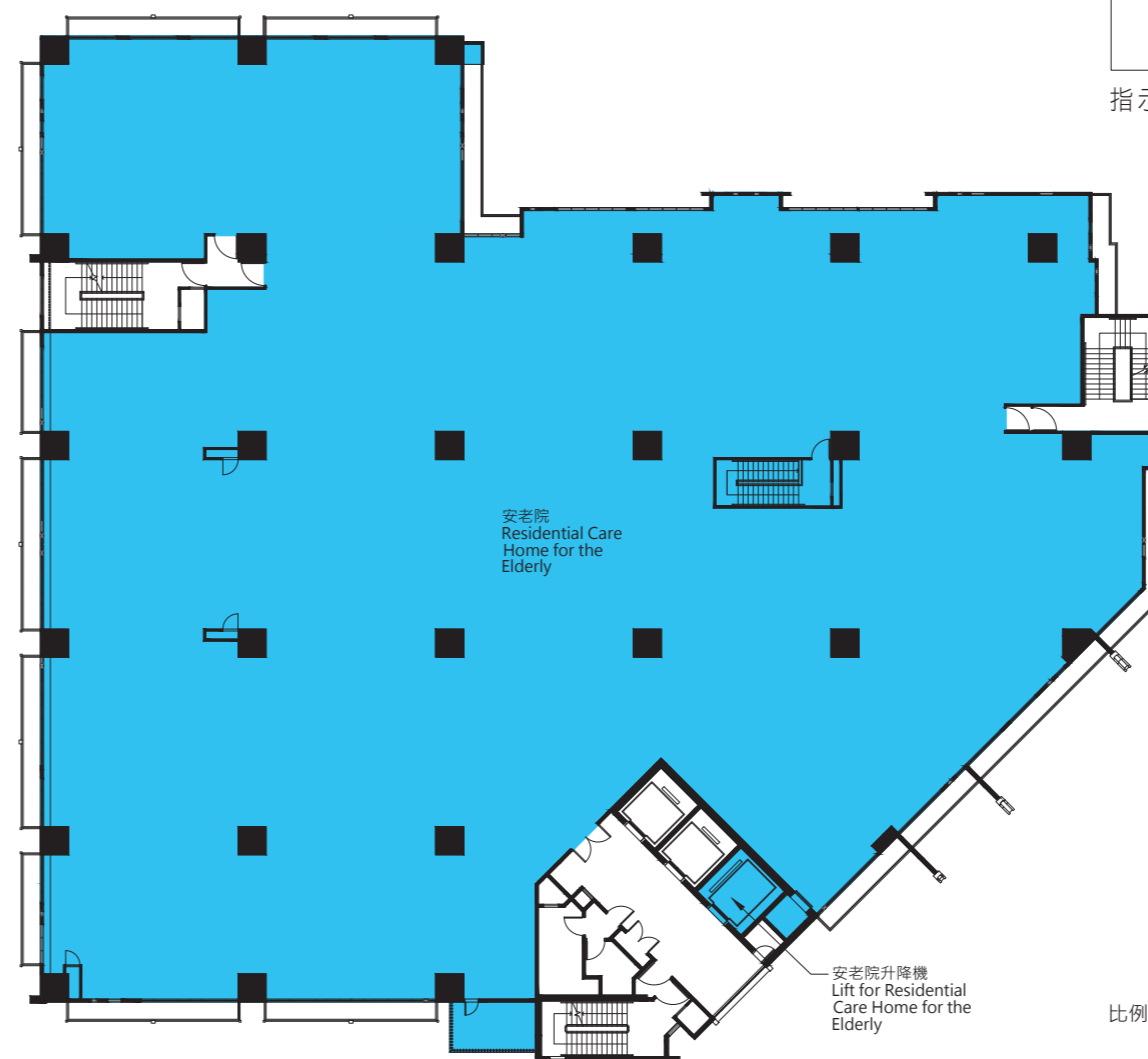


政府屋宇 - 安老院  
Government Accommodation -  
Residential Care Home for the Elderly

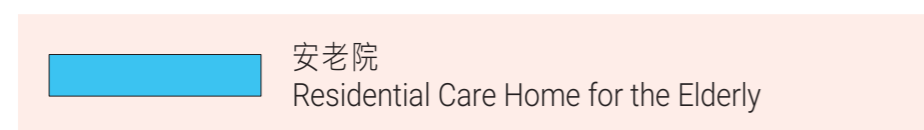
3樓平面圖  
3/F Floor Plan



指示圖 KEY PLAN



圖例 NOTATION



安老院  
Residential Care Home for the Elderly

安老院升降機  
Lift for Residential  
Care Home for the  
Elderly

比例尺 SCALE: 0 5(米)  
(m)

政府屋宇 – 長者鄰舍中心，自閉症人士支援中心，到校學前復康服務辦事處及安老院

Government Accommodation –

Neighbourhood Elderly Centre, Support Centre for Persons with Autism,

Office Base of On-Site Pre-School Rehabilitation Services and

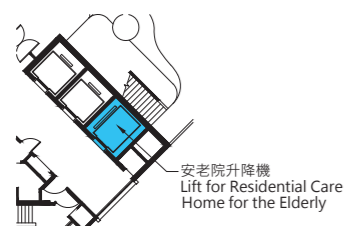
Residential Care Home for the Elderly

4樓平面圖

4/F Floor Plan



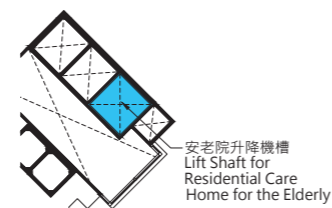
指示圖 KEY PLAN



5樓部分平面圖  
Part Plan of 5/F



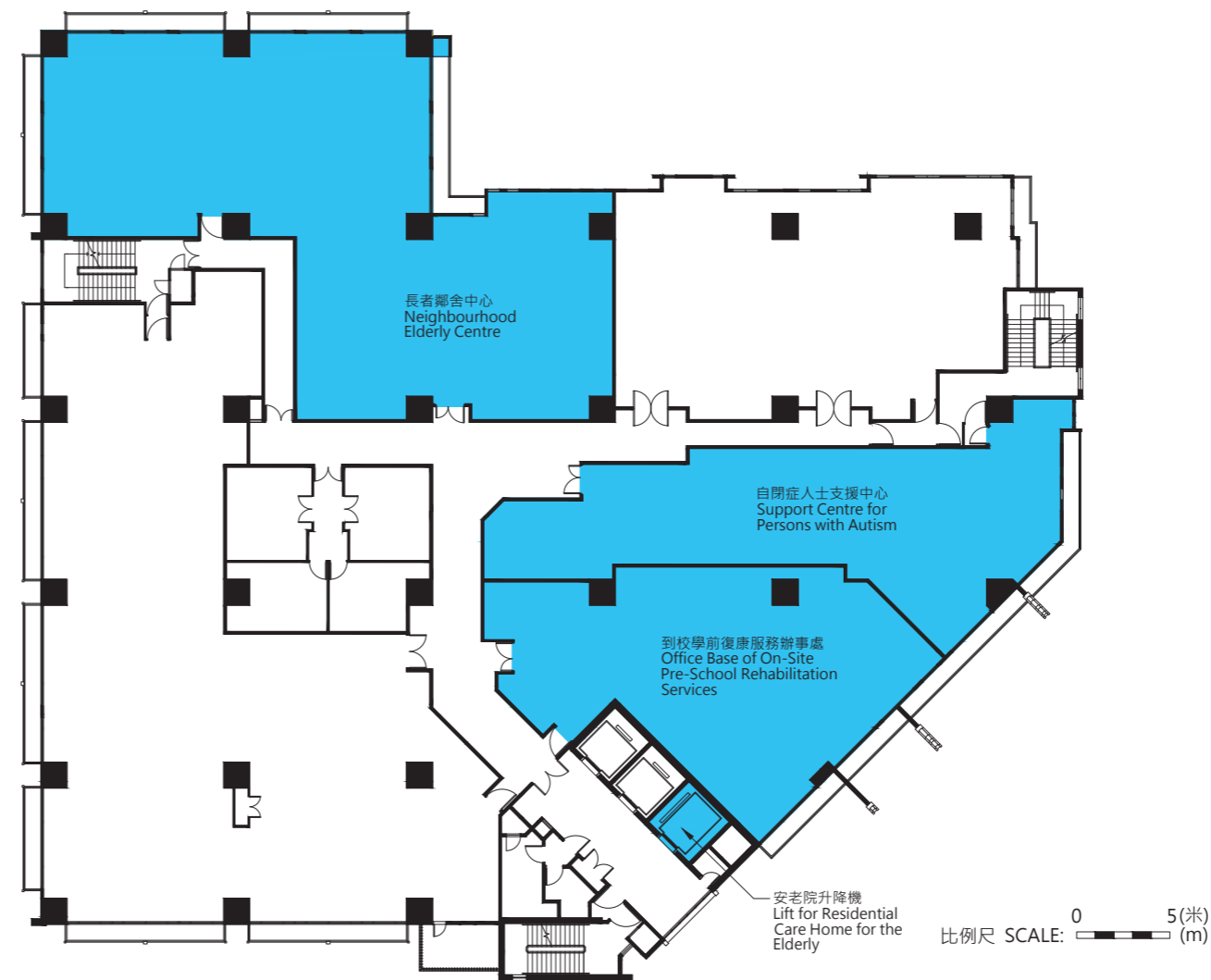
天台部分平面圖  
Part Plan of Main Roof



上層天台1部分平面圖  
Part Plan of Upper  
Roof Floor 1

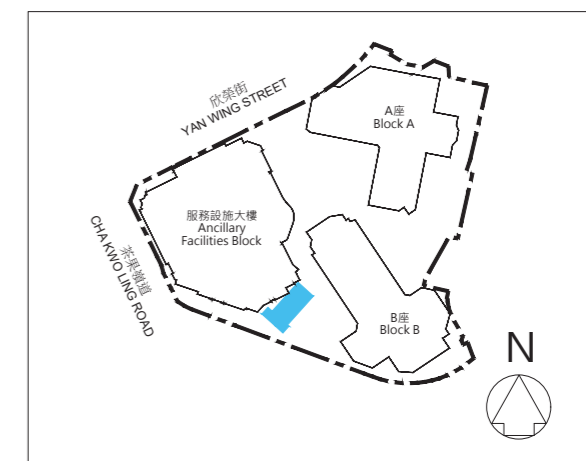
圖例 NOTATION

長者鄰舍中心，自閉症人士支援中心，到校學前復康服務辦事處及安老院  
Neighbourhood Elderly Centre, Support Centre for Persons with Autism, Office Base of On-Site Pre-School Rehabilitation Services and Residential Care Home for the Elderly

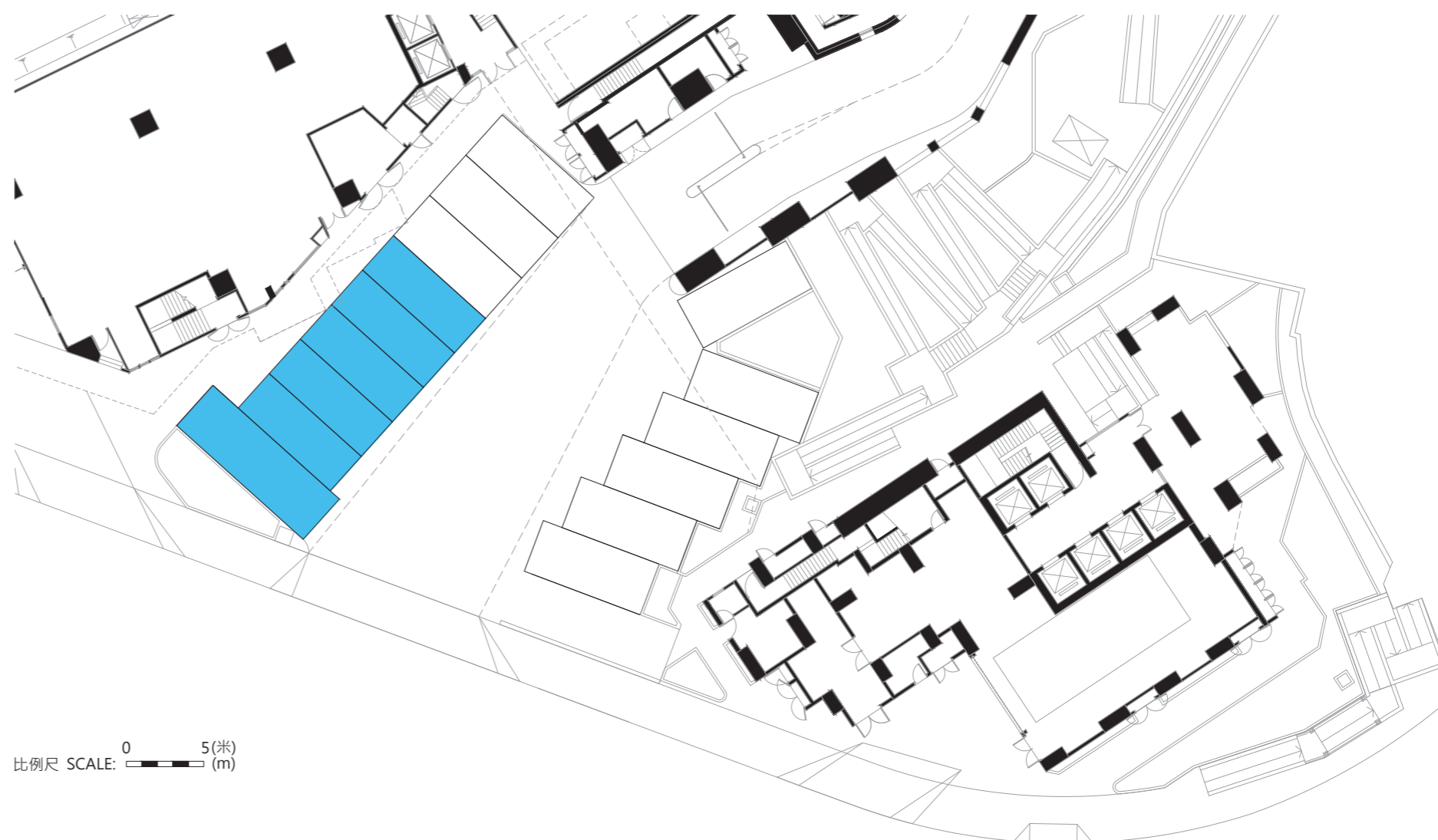


政府屋宇 – 停車位及路旁停車處  
Government Accommodation –  
Parking Spaces and Lay-By

地下低層2樓平面圖  
Lower Ground 2nd Floor Plan



指示圖 KEY PLAN



圖例 NOTATION

	政府屋宇的停車位及路旁停車處 Parking Spaces and Lay-By of Government Accommodation
--	--

比例尺 SCALE: 0 5(米) (m)



# 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逾一百萬元**

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 Green Form Subsidised Home Ownership Scheme (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.

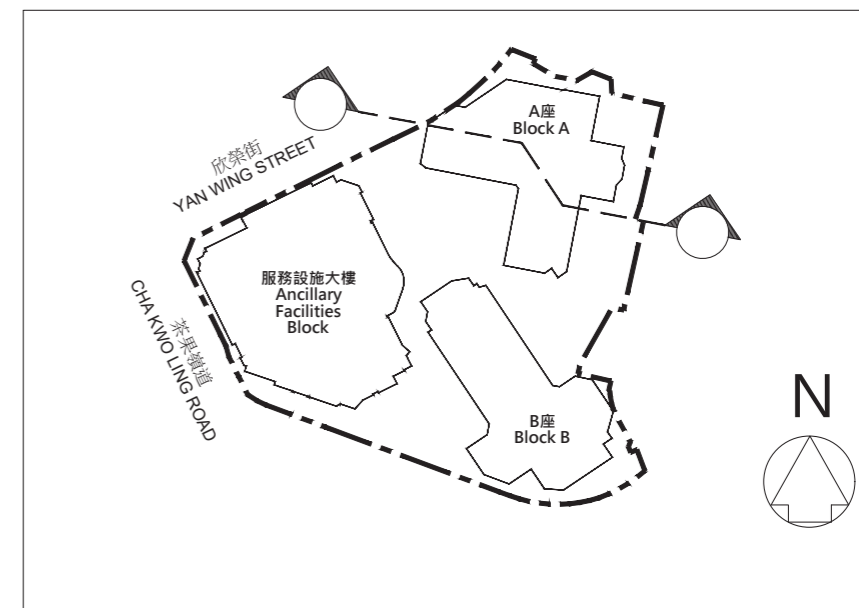
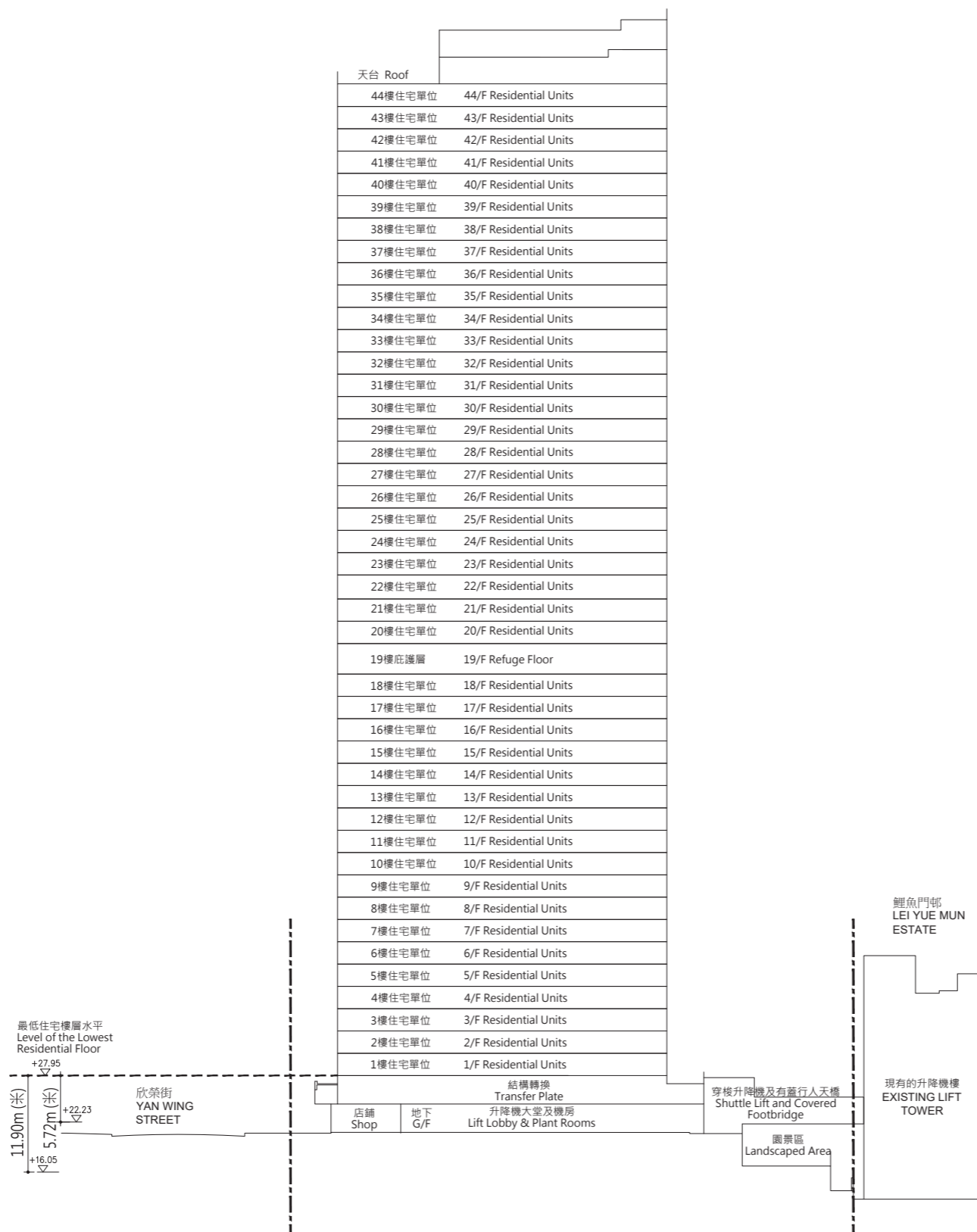


# 19

## 發展項目中的建築物的橫截面圖

### Cross-section Plan of Building in the Development

#### A座 Block A



指示圖 KEY PLAN

#### 圖例 NOTATION

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

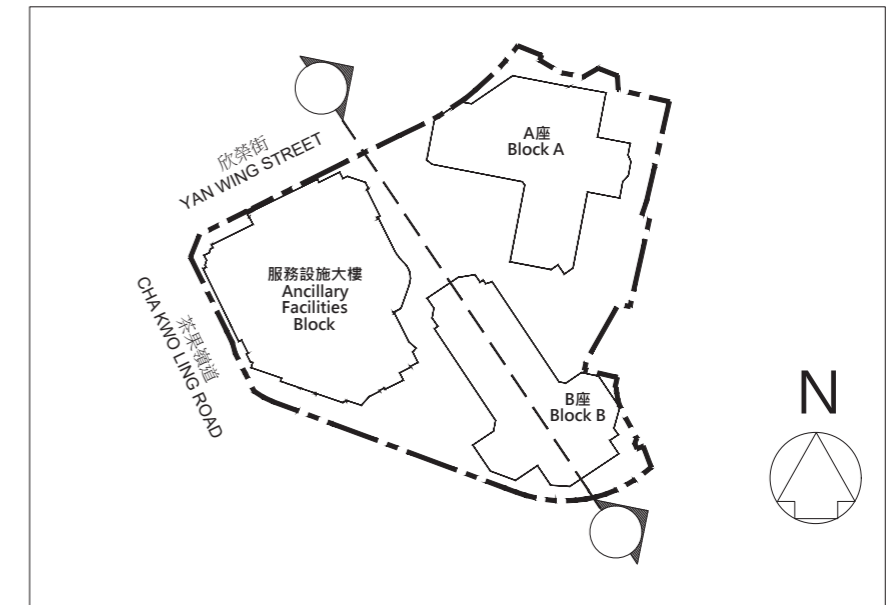
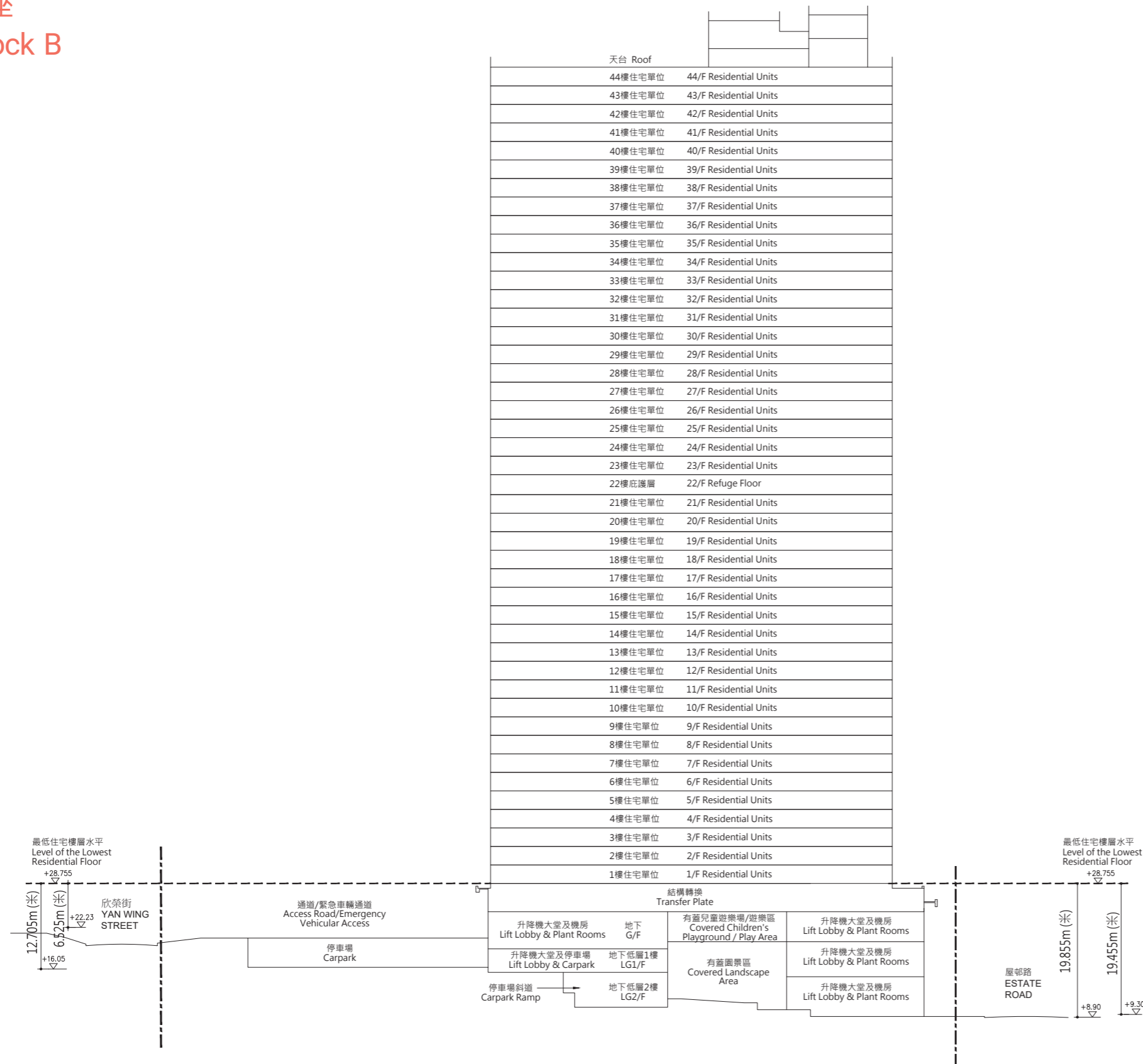
毗連建築物的一段欣榮街為香港主水平基準以上16.05米至22.23米。

The part of Yan Wing Street adjacent to the building is from 16.05 metres to 22.23 metres above the Hong Kong Principal Datum.



發展項目中的建築物的橫截面圖  
Cross-section Plan of Building in the Development

B座  
Block B



指示圖 KEY PLAN

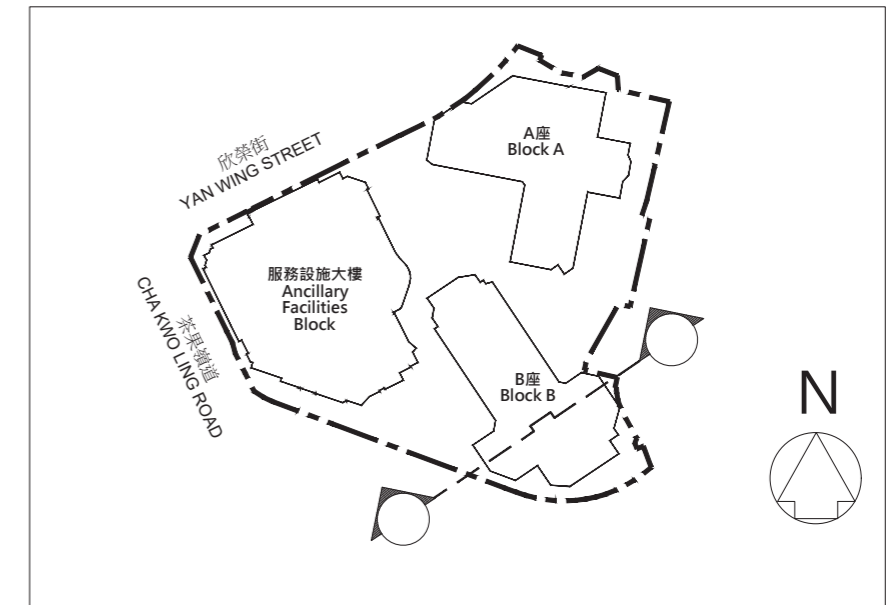
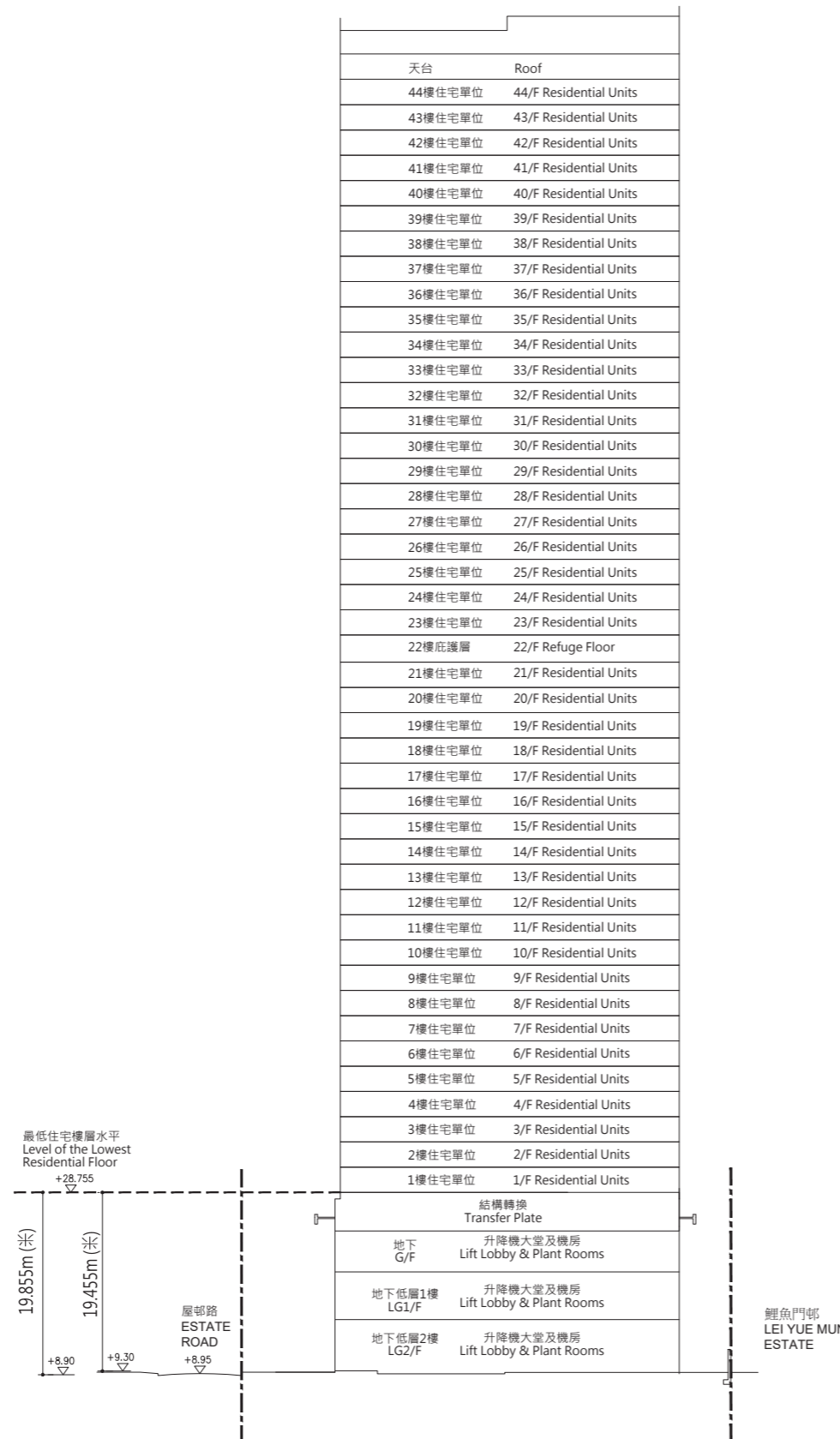
圖例 NOTATION

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

- 毗連建築物的一段欣榮街為香港主水平基準以上16.05米至22.23米。  
The part of Yan Wing Street adjacent to the building is from 16.05 metres to 22.23 metres above the Hong Kong Principal Datum.
- 毗連建築物的一段屋邨路為香港主水平基準以上8.90米至9.30米。  
The part of Estate Road adjacent to the building is from 8.90 metres to 9.30 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖  
Cross-section Plan of Building in the Development

B座  
Block B



指示圖 KEY PLAN

圖例 NOTATION

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

毗連建築物的一段屋邨路道為香港主水平基準以上8.90米至9.30米。

The part of Estate Road adjacent to the building is from 8.90 metres to 9.30 metres above the Hong Kong Principal Datum.

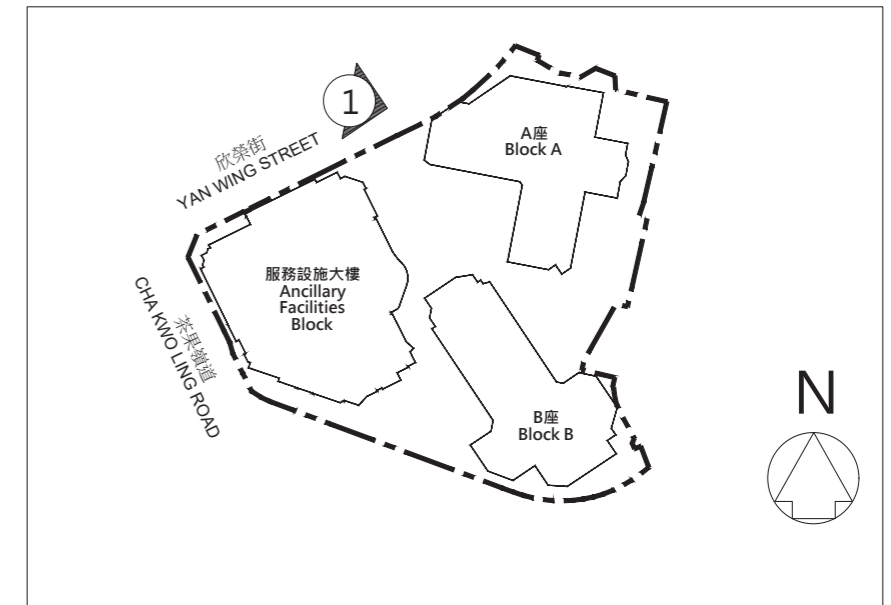
# 20 立面圖

## Elevation Plan

A座  
Block A



西北面立面圖“1”  
North West Elevation Plan “1”



指示圖 KEY PLAN

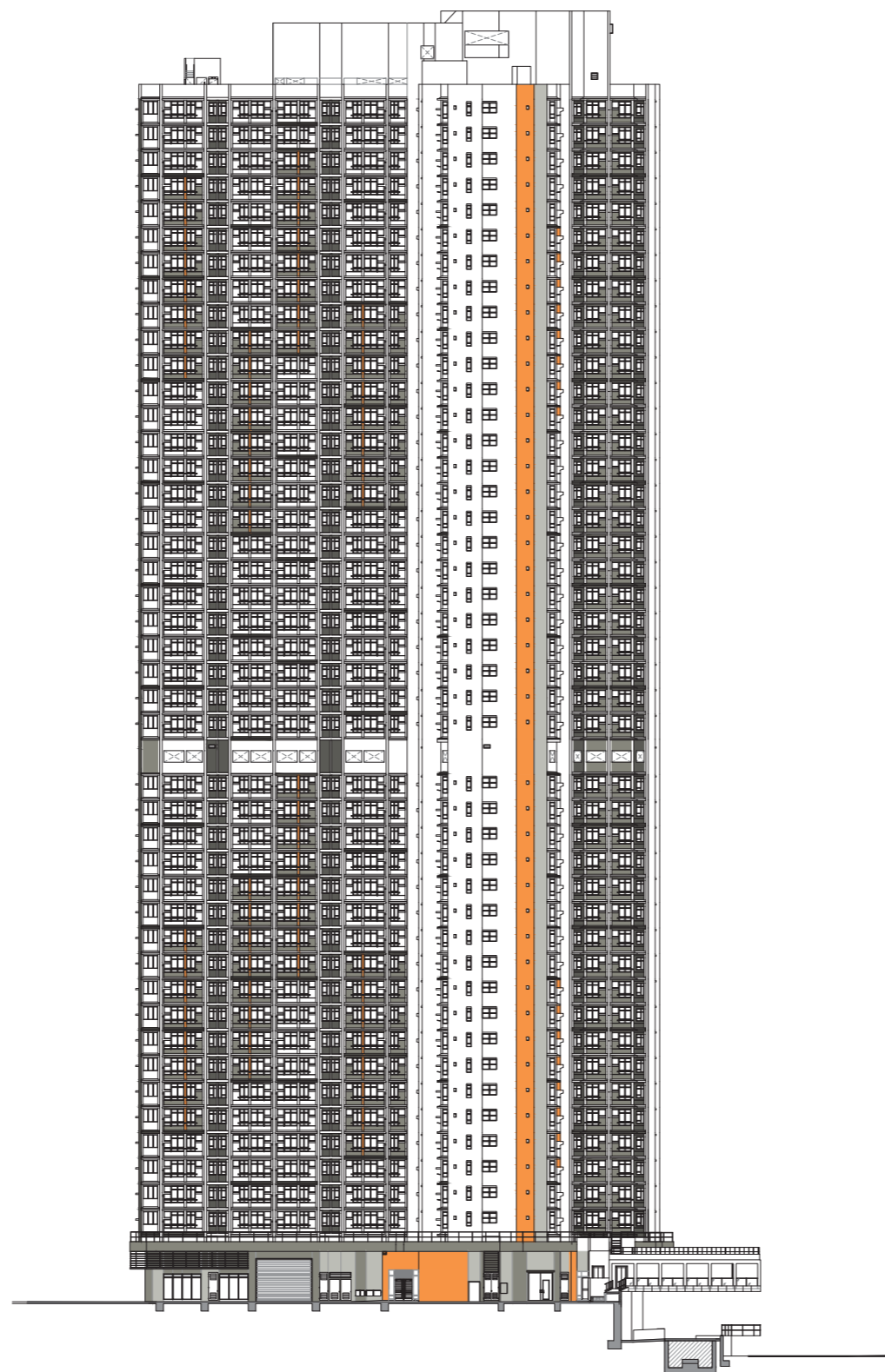
本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

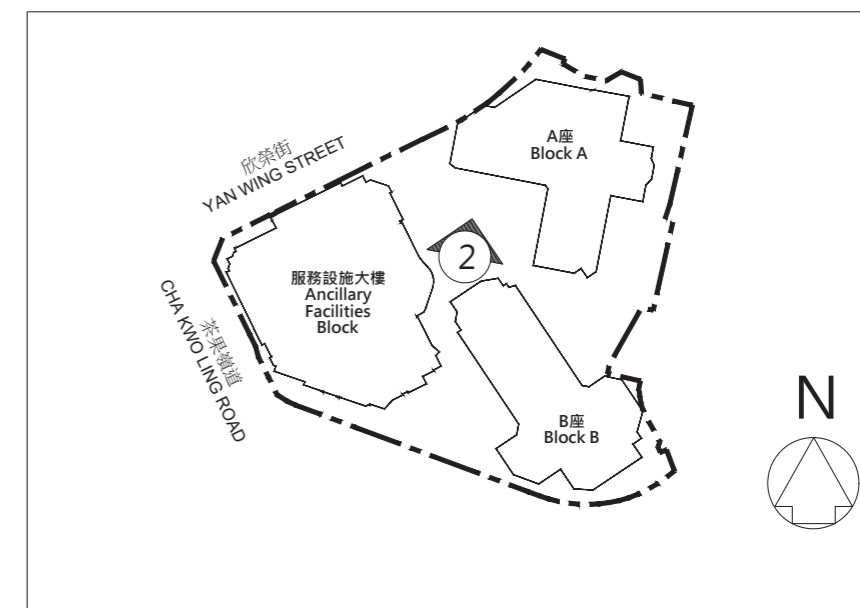
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

A座  
Block A



西南面立面圖“2”  
South West Elevation Plan “2”



指示圖 KEY PLAN

本圖所顯示的立面：

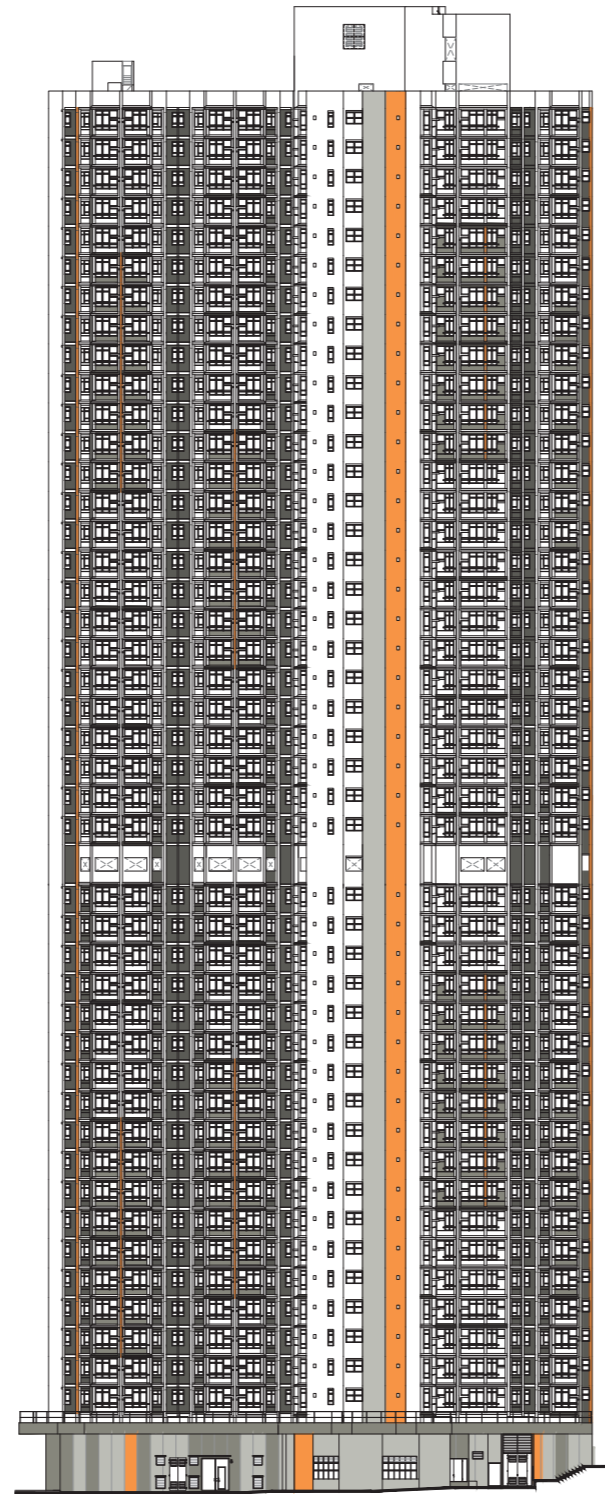
1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

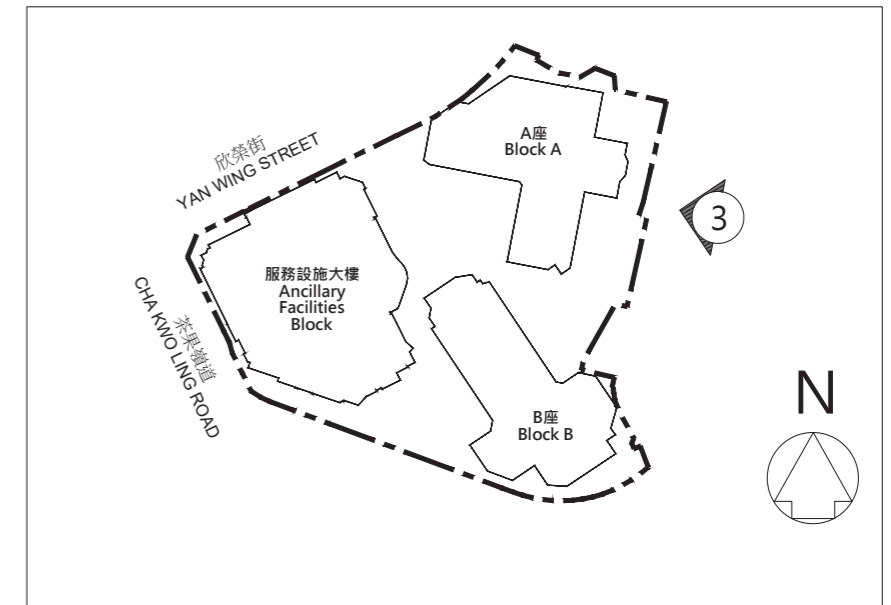
1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

立面圖  
Elevation Plan

A座  
Block A



東南面立面圖“3”  
South East Elevation Plan “3”



指示圖 KEY PLAN

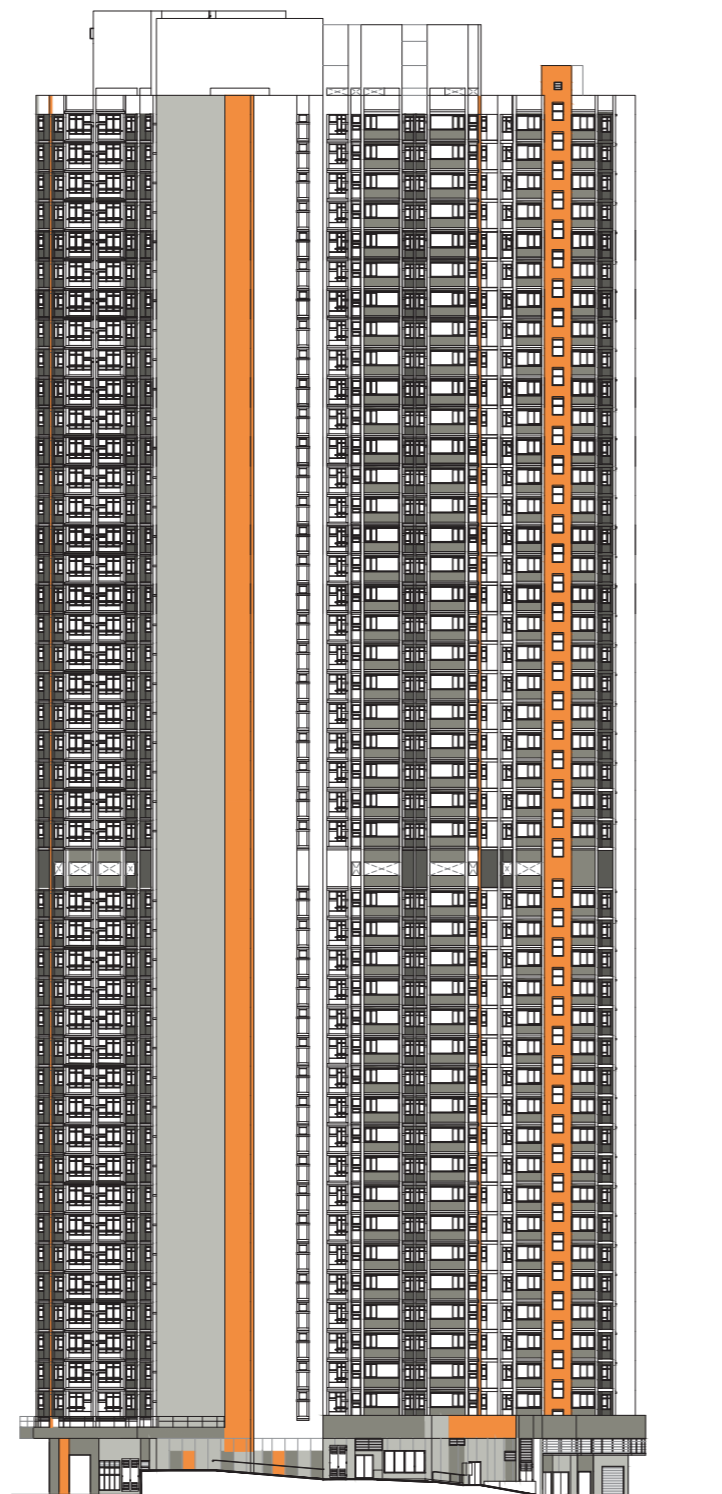
本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

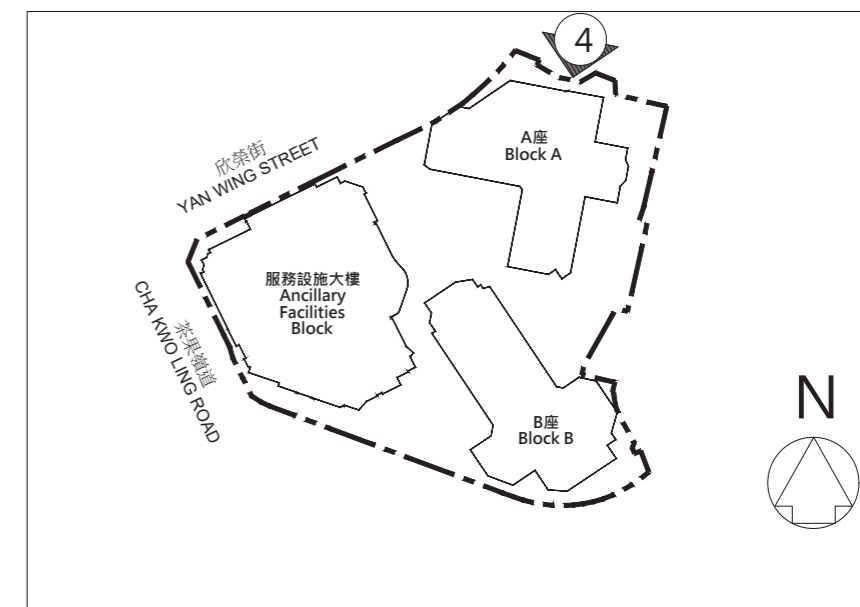
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

A座  
Block A



東北面立面圖“4”  
North East Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

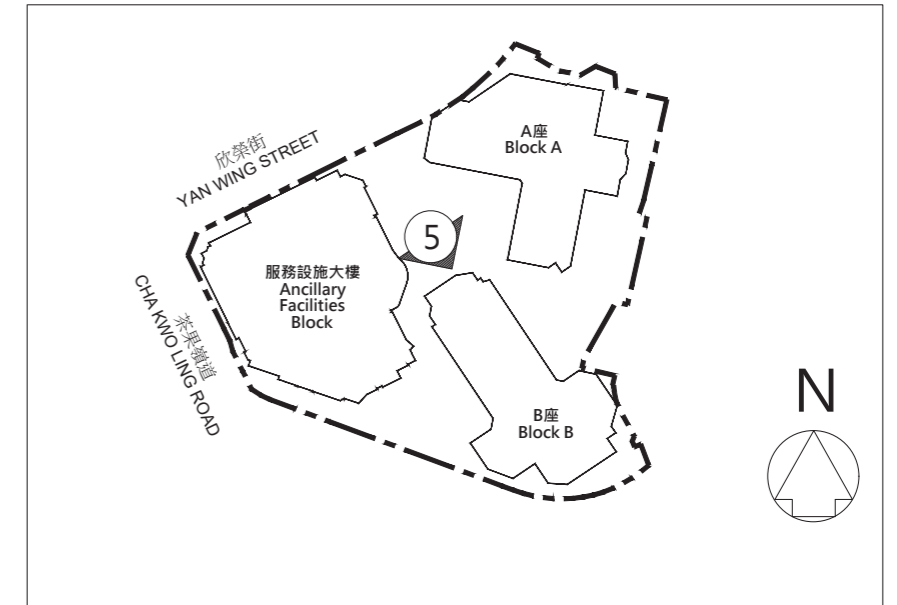


立面圖  
Elevation Plan

B座  
Block B



西北面立面圖“5”  
North West Elevation Plan “5”



指示圖 KEY PLAN

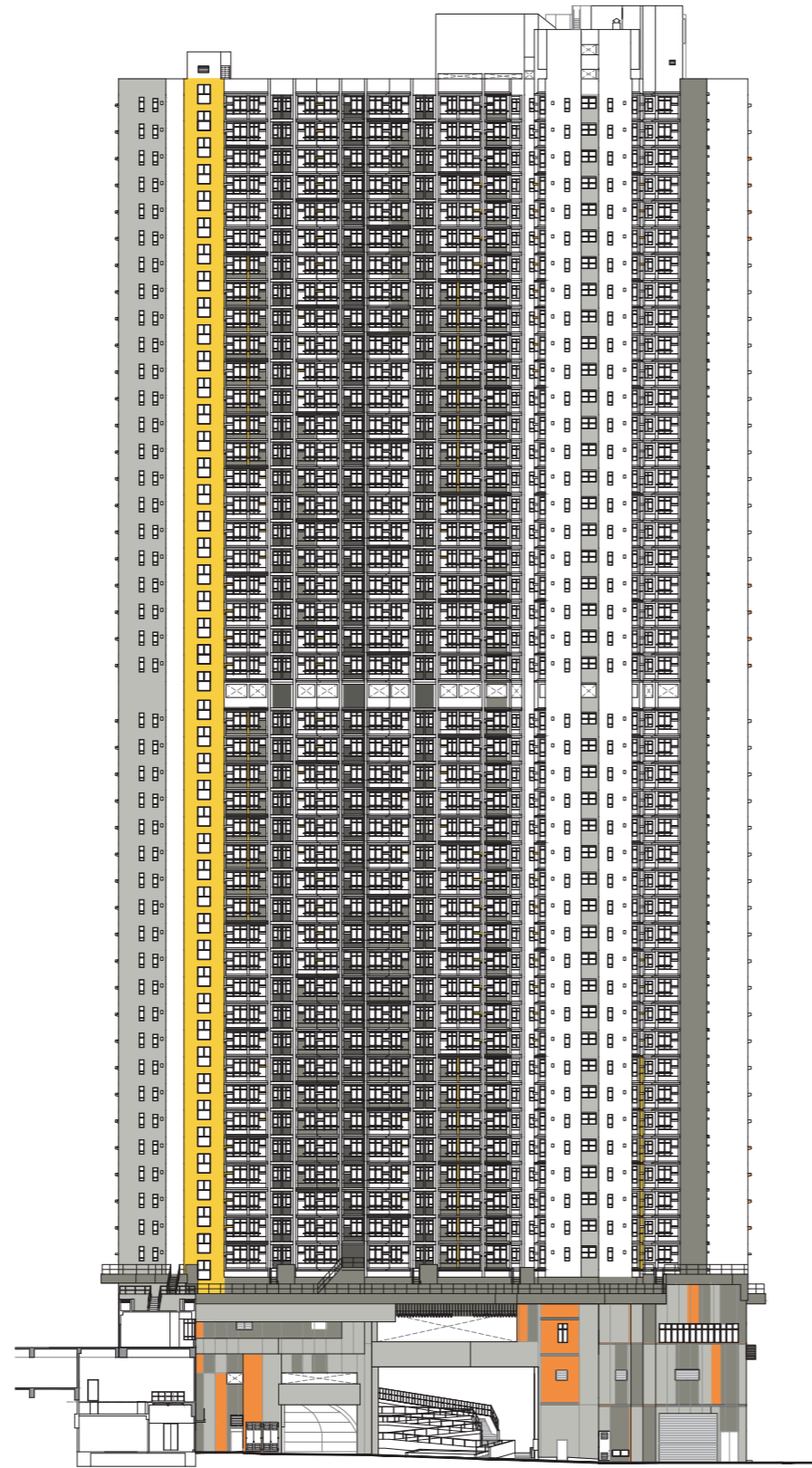
本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

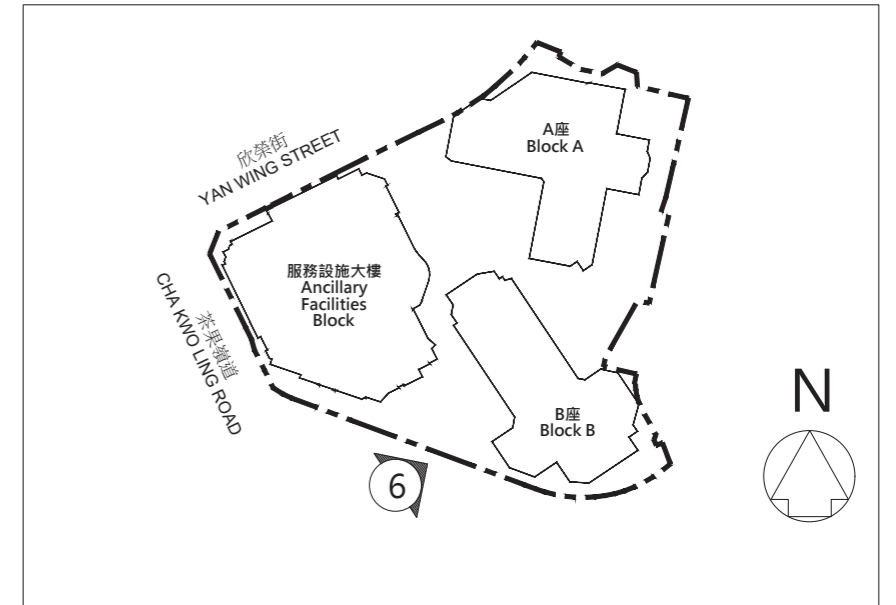
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

B座  
Block B



西南面立面圖“6”  
South West Elevation Plan “6”



指示圖 KEY PLAN

本圖所顯示的立面：

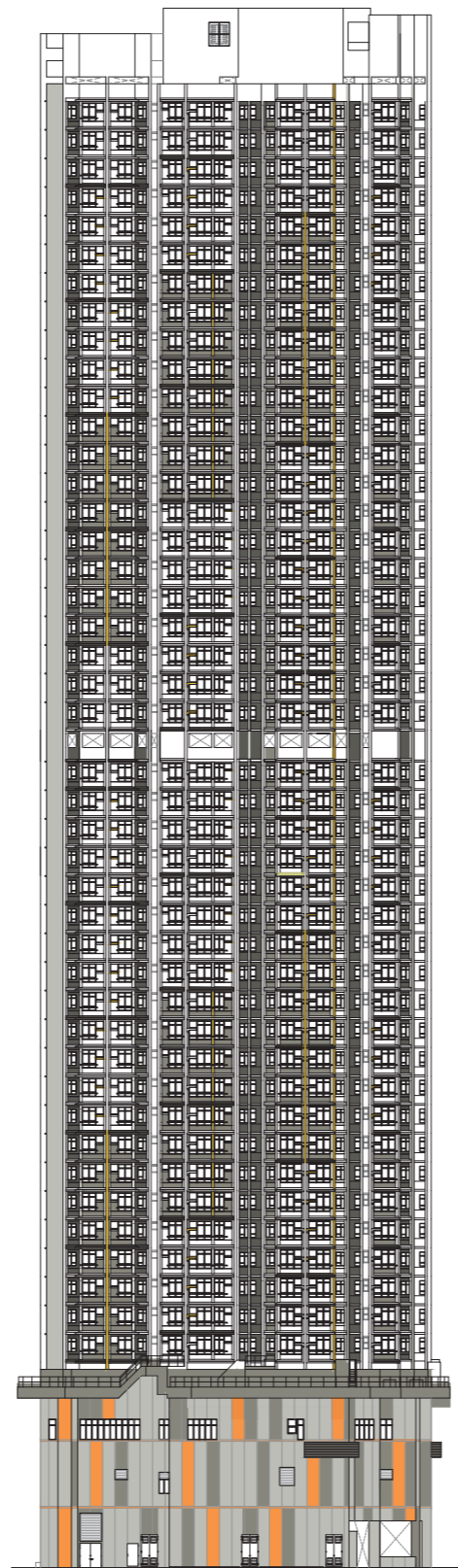
1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

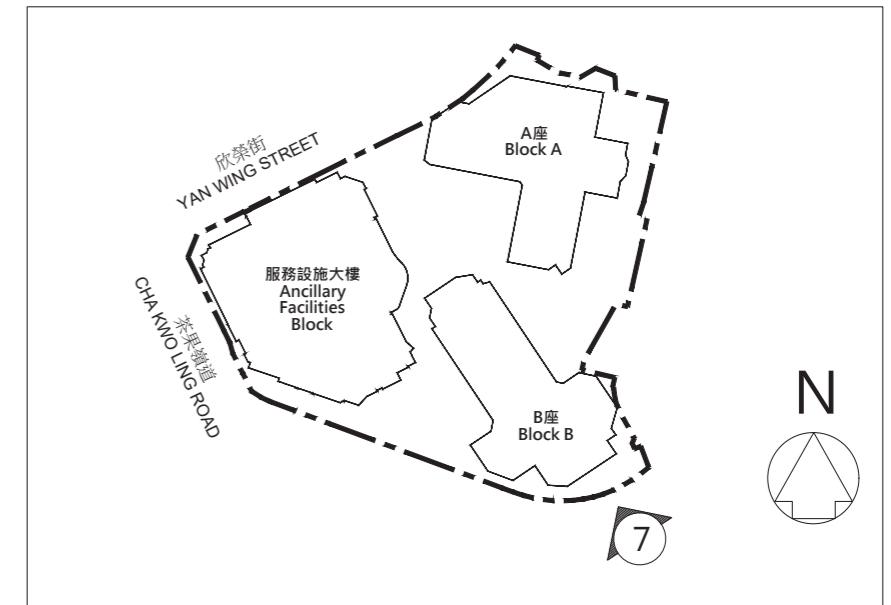
1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

立面圖  
Elevation Plan

B座  
Block B



東南面立面圖“7”  
South East Elevation Plan “7”



指示圖 KEY PLAN

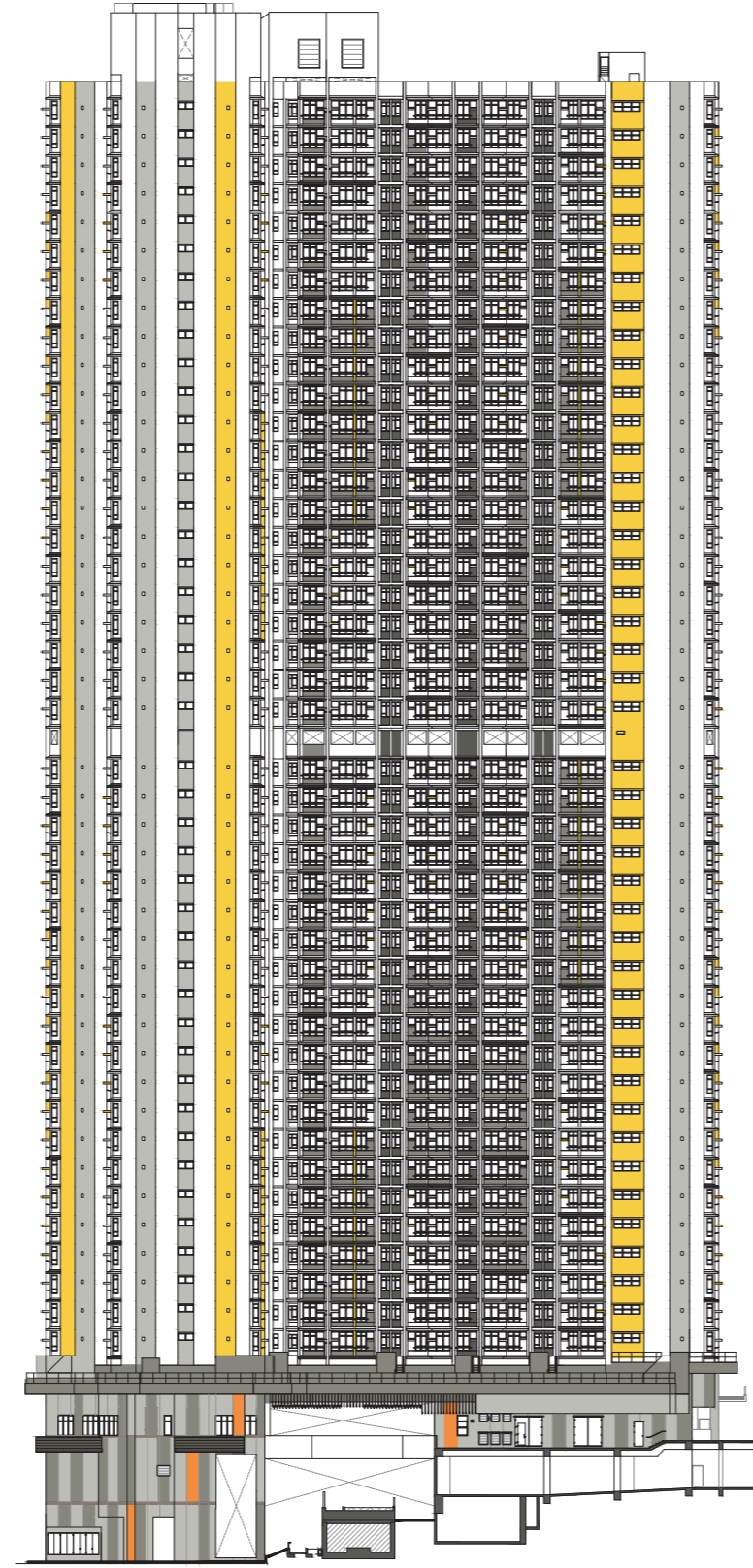
本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

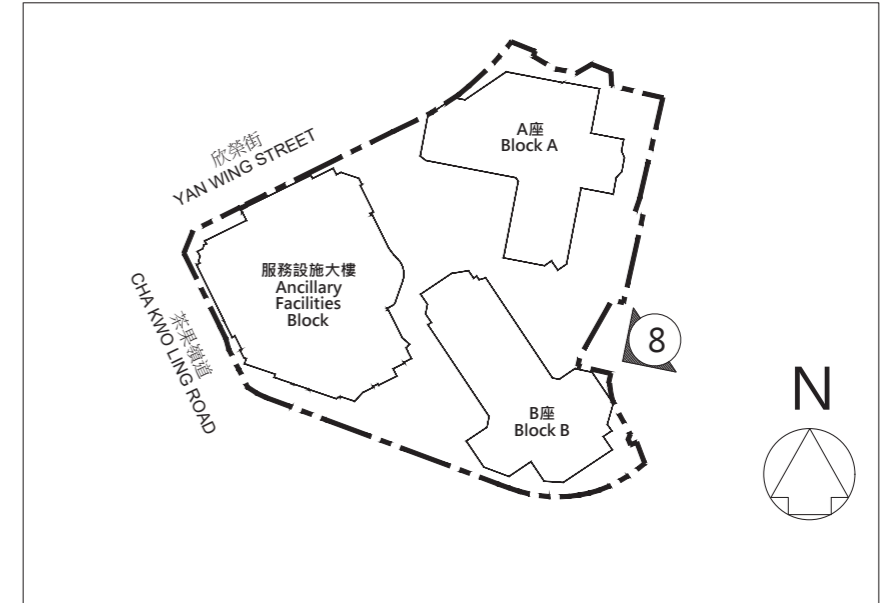
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

B座  
Block B



東北面立面圖“8”  
North East Elevation Plan “8”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2022年12月20日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 20 December 2022; and
2. is in general accordance with the outward appearance of the Development.

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	1,321.122	1,106.414	2,427.536
	平方呎 sq.ft.	14,221	11,909	26,130

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

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



# 22

## 閱覽圖則及公契

### Inspection of Plans and Deed of Mutual Covenant

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk)。
- 2 高宏苑的公契在將住宅物業提供出售的日期的最新擬稿的文本存放在住宅物業的售樓處於開放時間內以供閱覽。
- 3 無須為閱覽付費。

- 1 A copy of the Outline Zoning Plan relating to the Development is available at [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk).
- 2 A copy of the latest draft of the Deed of Mutual Covenant in respect of Ko Wang Court as at the date on which the residential property is offered to be sold is available for inspection during opening hours at the place at which the residential property is offered to be sold.
- 3 The inspection is free of charge.



## 1 外部裝修物料 EXTERIOR FINISHES

a	外牆 External wall	髹上外牆漆。	Finished with external paint.
b	窗 Windows	<p>客/飯廳選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>廚房選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>浴室選用鋁質窗框配壓花清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。</p> <p>部分單位設有減音窗及/或固定窗。</p> <p>減音窗由一層鋁質並設有上鎖裝置的趟窗框配強化清玻璃、一層鋁質窗框及可以用四角匙開啟的固定窗框配清玻璃窗及強化清玻璃組成(部分減音窗設有吸音物料的鋁質疏孔面板)。</p> <p>固定窗選用鋁質窗框配清玻璃，可以用四角匙開啟。</p> <p>有關裝設減音窗及/或固定窗之單位及有關窗戶的位置，請參閱第131頁。</p>	<p>Aluminium window frame fitted with clear float glass for living/dining room. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.</p> <p>Acoustic windows and/or fixed windows are installed in some of the flats.</p> <p>Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass with locking device and a layer of aluminium window frame and fixed window frame openable with allen key fitted with clear float glass and tempered clear float glass (some acoustic windows are fitted with sound absorptive material clad with aluminium lining panel with perforations).</p> <p>Fixed windows comprise of aluminium window frame fitted with clear float glass openable with allen key.</p> <p>Please refer to page 131 for flats installed with acoustic windows and/or fixed windows and the locations of such windows.</p>
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	<p><b>i) 露台:</b> A座的17號、18號、19號及20號單位設有露台。露台選用可以用三角匙開啟的固定鋁質趟窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。部分牆壁及天花板設有吸音物料的鋁質疏孔面板及髹上外牆漆。地板及牆腳線以過底磚鋪砌。有關裝設露台之單位及有關露台的位置，請參閱第20頁至第23頁。</p> <p>是否有蓋:所有露台均有蓋。</p> <p><b>ii) 陽台:</b> 不適用</p>	<p><b>i) Balcony:</b> Balconies are provided in Flats 17, 18, 19 and 20 of Block A. Aluminium fixed sliding window frame operable with allen key fitted with clear float glass is installed in balcony. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Walls and ceiling of balconies are partially fitted with sound absorptive material clad with aluminium lining panel with perforations and finished with external paint. Floor and skirting are finished with homogeneous tiles. Please refer to page 20 to page 23 for flats with balconies and the locations of such balconies.</p> <p><b>Whether it is covered:</b> All balconies are covered.</p> <p><b>ii) Verandah:</b> Not applicable</p>
f	乾衣設施 Drying facilities for clothing	<p>客/飯廳部分窗外設有鋁質晾衣架。(A座的17號、18號、19號及20號單位除外)</p> <p>A座的17號、18號、19號及20號單位露台天花板設有不銹鋼晾衣桿。</p>	<p>Aluminium drying racks are fitted outside some of the windows of the living/dining room. (Except Flats 17, 18, 19 and 20 at Block A)</p> <p>Stainless steel clothing drying rod is fitted at the ceiling of balcony of Flats 17, 18, 19 and 20 at Block A.</p>

## 2 室內裝修物料 INTERIOR FINISHES

a	大堂 Lobby	<p><b>地下主入口大堂：</b> 部分牆壁以瓷磚鋪砌及髹上外牆漆。地板以過底磚鋪砌。天花板髹上外牆漆。部分天花板設有鋁質天花及髹上外牆漆。</p> <p><b>標準樓層升降機大堂：</b> 牆壁髹上外牆漆。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p>	<p><b>Ground floor lobby:</b> Walls are partially finished with ceramic tiles and external paint. Floor is finished with homogeneous tiles. Ceiling is finished with external paint. Part of ceiling is fitted with aluminium suspended ceiling and external paint.</p> <p><b>Typical floor lobby:</b> Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p>
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.
d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。灶台面為人造樹脂。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface.

## 3 室內裝置 INTERIOR FITTINGS

a	門 Doors	<p><b>單位大門：</b> 單位大門選用漆面實心木門配五金配件及防盜眼，並提供粉末塗料鐵閘配門鎖及門把手。</p> <p><b>浴室門：</b> 浴室門選用空心木門（一面漆面，一面膠板面）配五金配件。（A座的3號、4號、9號及17號單位除外；B座的7號、8號、9號、10號及11號單位除外） A座的3號、4號、9號及17號單位及B座的7號、8號、9號、10號及11號單位浴室門選用塑膠摺門配門鎖及門把手。</p> <p><b>廚房門：</b> 廚房門選用漆面實心木門配防火玻璃及五金配件。</p> <p><b>露台門：</b> 露台門選用鋁質門框配夾層強化清玻璃。</p>	<p><b>Flat entrance door:</b> Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. A metal gate finished with powder coating and fitted with lockset and handle is also provided.</p> <p><b>Bathroom door:</b> Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries. (Except Flats 3, 4, 9 and 17 at Block A and Flats 7, 8, 9, 10 and 11 at Block B) For bathroom door of Flats 3, 4, 9 and 17 at Block A and Flats 7, 8, 9, 10 and 11 at Block B, plastic folding door fitted with lock and handle is provided.</p> <p><b>Kitchen door:</b> Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.</p> <p><b>Balcony door:</b> Balcony door is made of aluminium door frame fitted with laminated tempered clear float glass.</p>
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3 室內裝置 INTERIOR FITTINGS			
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盆、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣桿、以過底磚及人造麻石磚鋪砌的淋浴間、鍍鉻黃銅混合式花灑水龍頭及花灑套裝、浴簾桿及玻璃纖維強化塑膠扶手。冷熱水供水系統採用銅喉管。	Fittings and equipment include vitreous china basin, vitreous china water closet and cistern, vitreous china toilet paper holder, chromium plated brass basin mixer, wall-mounted mirror, clothing drying rod, shower area finished with homogeneous tiles and artificial granite tiles, chromium plated brass shower mixer with shower set, curtain rail and glass reinforced plastic grab bar. Copper pipes are used for cold and hot water supply system.
c	廚房 Kitchen	廚房設有不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench with polymer resin surface. Copper pipes are used for cold and hot water supply system.
d	睡房 Bedroom	不適用	Not applicable
e	電話 Telephone	客/飯廳設有一個電話插座。	One telephone outlet is provided in the living/dining room.
f	天線 Aerials	客/飯廳設有電視/調頻收音機插座接收本地電視及電台節目。部分單位有預留一個空間給買方自行安裝電視/調頻收音機插座。有關插座及空間預留的數目，請參閱「住宅物業機電裝置數量說明表」。	TV/FM outlets are provided in the living/dinning room. One reserved space for installation of TV/FM outlet by purchasers is provided in the living/ dining room of some of the flats. For number of the outlets and reserved spaces, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
g	電力裝置 Electrical installations	各單位客/飯廳內設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
h	氣體供應 Gas supply	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	洗衣機接駁點 Washing machine connection point	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	供水 Water supply	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.

4 雜項 MISCELLANEOUS			
a	升降機 Lifts	<p>六部「日立」牌客用升降機(型號HCA-900-CO210)服務A座</p> <ul style="list-style-type: none"> <li>三部客用升降機服務地下至18樓及20樓至25樓</li> <li>三部客用升降機服務地下及26樓至44樓</li> </ul> <p>六部「日立」牌客用升降機(型號HCA-900-CO210)服務B座</p> <ul style="list-style-type: none"> <li>兩部客用升降機服務地下低層2樓、地下、1樓至21樓及23樓至26樓</li> <li>兩部客用升降機服務地下低層2樓、地下及27樓至44樓</li> <li>一部客用升降機服務地下低層2樓、地下低層1樓、地下、1樓至21樓及23樓至26樓</li> <li>一部客用升降機服務地下低層2樓、地下低層1樓、地下及27樓至44樓</li> </ul>	<p>Six "Hitachi" passenger lifts (Model No. HCA-900-CO210) serving Block A</p> <ul style="list-style-type: none"> <li>3 passenger lifts serving G/F to 18/F &amp; 20/F to 25/F</li> <li>3 passenger lifts serving G/F &amp; 26/F to 44/F</li> </ul> <p>Six "Hitachi" passenger lifts (Model No. HCA-900-CO210) serving Block B</p> <ul style="list-style-type: none"> <li>2 passenger lifts serving LG2/F, G/F, 1/F to 21/F &amp; 23/F to 26/F</li> <li>2 passenger lifts serving LG2/F, G/F &amp; 27/F to 44/F</li> <li>1 passenger lift serving LG2/F, LG1/F, G/F, 1/F to 21/F &amp; 23/F to 26/F</li> <li>1 passenger lift serving LG2/F, LG1/F, G/F &amp; 27/F to 44/F</li> </ul>
b	水錶、電錶及氣體錶 Water meter, electricity meter and gas meter	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make an individual application for installation of town gas meter).
c	信箱 Letter box	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
d	垃圾收集 Refuse collection	A座的1樓至18樓、20樓至44樓及B座的1樓至21樓、23樓至44樓公用地方設有垃圾及物料回收室和垃圾槽，於A座及B座地面的公用地方設有垃圾及物料回收房，及垃圾收集車停車位，並於B座地面設有垃圾收集站。	Refuse storage and material recovery room with refuse chute is provided in the common area of 1/F to 18/F, 20/F to 44/F of Block A and 1/F to 21/F, 23/F to 44/F of Block B. Refuse storage and material recovery chamber, and refuse collection vehicle parking space are provided in the common area on ground floor of Block A and Block B. Refuse collection point is provided on the ground floor of Block B.
5 保安設施 SECURITY FACILITIES			
		設有閉路電視監察系統監控升降機內，地下低層1樓，地下低層2樓(B座)及地下大堂，各地下入口，庇護層出口及各頂層出口。閉路電視監控設備設於各住宅樓宇地下大堂保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, LG1/F, LG2/F (Block B) and ground floor lobby, ground floor entrances, exits to refuge floor and exits to roof floor. The monitoring equipment for CCTV system is provided at the guard counter on the ground floor lift lobby of each residential building.
6 設備 APPLIANCES			
		不適用	Not applicable

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

裝置、裝修物料及設備  
Fittings, Finishes and Appliances

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			BLOCK A																								
			樓層 Floor	1樓至44樓 1/F to 44/F (庇護層:19樓 Refuge Floor: 19/F)																							
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
客/飯廳 Living/Dining Room	燈掣	Lighting Switch	2	2	2	2	2	2	2	2	2	2	2	2	2	4	3	3	4	3	3	4	5	3	3	2	4
	雙極開關掣	Double Pole Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	3	2	2	3	1	1	2	3	2	2	1	3
	天花燈咀	Ceiling Lamp Holder	2	2	2	2	2	2	2	2	2	2	2	2	4	3	3	4	3	3	4	5	3	3	2	4	
	13安培雙頭插座	13A Twin Socket Outlet	5	5	3	3	5	5	5	5	3	5	5	5	11	8	8	11	3	5	8	11	8	8	5	11	
	電話插座	Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet	2	2	1	1	2	2	2	2	1	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器 (註1)	Connection Unit (Note 1)	1	1	1	1	1	1	1	1	1	1	1	1	1	3	2	2	3	1	1	2	3	2	2	1	3
	空間預留給電訊及廣播服務 (註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)	2	2	1	1	2	2	2	2	1	2	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座 (註3)	Reserved Space for TV/FM Outlet (Note 3)	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	1	1	1	1	-	1
	門鈴	Door Bell	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室/ Bathroom	燈掣	Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	抽氣扇開關掣	Switch for Exhaust Fan	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	1	1	1	1	-	1
	接駁器 (註4)	Connection Unit (Note 4)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
煤氣熱水爐	Town Gas Water Heater	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

住宅物業機電裝置數量說明表  
Schedule of Mechanical & Electrical Provisions of Residential Properties

BLOCK A

			1樓至44樓 1/F to 44/F (庇護層:19樓 Refuge Floor: 19/F)																							
			樓層 Floor																							
			單位 Flat																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
廚房 Kitchen	燈掣	Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	1	1	2	2	2	2	1	2	2
	13安培雙頭插座	13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	-	-	-	-	1	1	-	-	-	-	1	-	-
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣熱水爐	Town Gas Water Heater	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣供應接駁點	Town Gas Supply Connection Point	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
洗衣機去水接駁點	Drainage Connection Point for Washing Machine	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。
2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。
3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供業主自行安裝有關插座。
4. 安裝於浴室之接駁器供抽氣扇及煤氣熱水爐接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之接駁器供抽氣扇及煤氣熱水爐接駁之用。
8. 買方須自行提供及安裝燈泡。

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by owners and is covered with blank cover plate.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Units installed inside kitchen are for connecting exhaust fan and town gas water heater.
8. The Light Bulb shall be provided and installed by purchasers.

裝置、裝修物料及設備  
Fittings, Finishes and Appliances

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			BLOCK B																							
			樓層 Floor		1樓至44樓 1/F to 44/F (庇護層: 22樓 Refuge Floor: 22/F)																					
單位 Flat			1	2	3	4	5	6	7	8	9	10	11	12	13	14 (1/F)	14 (Typ)	15	16	17	18	19	20	21	22	23
客/飯廳 Living/Dining Room	燈掣	Lighting Switch	2	2	2	2	2	4	2	2	2	2	2	2	3	3	4	3	3	3	3	3	3	4	3	2
	雙極開關掣	Double Pole Switch	1	1	1	1	1	3	1	1	1	1	1	1	2	2	3	2	2	2	2	2	2	3	2	1
	天花燈咀	Ceiling Lamp Holder	2	2	2	2	2	4	2	2	2	2	2	3	3	4	3	3	3	3	3	3	3	4	3	2
	13安培雙頭插座	13A Twin Socket Outlet	5	5	5	5	5	11	3	3	3	3	3	5	8	8	11	8	8	8	8	8	8	11	8	5
	電話插座	Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet	2	2	2	2	2	2	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器 (註1)	Connection Unit (Note 1)	1	1	1	1	1	3	1	1	1	1	1	1	2	2	3	2	2	2	2	2	2	3	2	1
	空間預留給電訊及廣播服務 (註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)	2	2	2	2	2	2	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座 (註3)	Reserved Space for TV/FM Outlet (Note 3)	-	-	-	-	-	1	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	-
	門鈴	Door Bell	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 Bathroom	燈掣	Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	雙極開關掣	Double Pole Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	抽氣扇開關掣	Switch for Exhaust Fan	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit	-	-	-	-	-	1	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	-	
	接駁器 (註4)	Connection Unit (Note 4)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
煤氣熱水爐	Town Gas Water Heater	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		

住宅物業機電裝置數量說明表  
Schedule of Mechanical & Electrical Provisions of Residential Properties

BLOCK B

			BLOCK B																								
			1樓至44樓 1/F to 44/F (庇護層: 22樓 Refuge Floor: 22/F)																								
			樓層 Floor	單位 Flat																							
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14 (1/F)	14 (Typ)	15	16	17	18	19	20	21	22	23
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		1	1	1	1	1	2	1	1	1	1	1	1	2	2	2	2	2	2	1	2	2	2	2	1
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		1	1	1	1	1	-	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣熱水爐	Town Gas Water Heater		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

註:

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。
2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。
3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供業主自行安裝有關插座。
4. 安裝於浴室之接駁器供抽氣扇及煤氣熱水爐接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之接駁器供抽氣扇及煤氣熱水爐接駁之用。
8. 買方須自行提供及安裝燈泡。

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by owners and is covered with blank cover plate.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
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6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Units installed inside kitchen are for connecting exhaust fan and town gas water heater.
8. The Light Bulb shall be provided and installed by purchasers.



# 24

## 服務協議

### Service Agreements

不適用 Not applicable





# 25 地稅

## Government Rent

賣方須就住宅物業繳付地稅直至及包括該住宅物業轉讓予買方的轉讓契據日期，或如該住宅物業空置管有權交予買方的日期較轉讓契據的日期遲，則直至及包括空置管有權交予買方的當日，但須以下列條件為前提：在該住宅物業轉讓予買方的轉讓契據日期的14個工作日後，賣方無須就繳付該住宅物業的地稅負上責任。

The Vendor is liable for the Government rent payable for the residential property up to and inclusive of the date of assignment of the residential property to the purchaser, or the date on which vacant possession of the residential property is given to the purchaser if that is later than the date of assignment, provided that the Vendor shall not be liable for the Government rent payable for the residential property for more than 14 working days after the date of assignment of the residential property to the purchaser.







# 26

## 買方的雜項付款

### Miscellaneous Payments by Purchaser

賣方並無為住宅物業繳交水、電力及氣體的按金，因此，在向買方交付住宅物業在空置情況下的管有權時，買方無須向賣方補還水、電力及氣體的按金。

在交付時，買方無須向賣方支付清理廢料的費用。

註：在交付時，買方須根據公契向發展項目的管理人(而非賣方)支付清理廢料的費用，款額不超過管理人所釐定一個月的管理費。而如賣方已支付清理廢料的費用，買方須向賣方補還該筆費用，補還款額由賣方全權釐定但不超過管理人所釐定一個月的管理費。

The Vendor has not paid any deposits for water, electricity and gas for the residential property. As such, on the delivery of the vacant possession of the residential property to the purchaser, the purchaser is not liable to reimburse the Vendor for the deposits for water, electricity and gas.

On that delivery, the purchaser is not liable to pay to the Vendor a debris removal fee.

Note : On that delivery, the purchaser is liable to pay a debris removal fee to the Manager (not the Vendor) under the Deed of Mutual Covenant. The debris removal fee shall not exceed one month's management fee as determined by the Manager. Where the Vendor has paid that debris removal fee, the purchaser shall reimburse the Vendor for the same. The amount of reimbursement shall be determined at the sole discretion of the Vendor but shall not exceed one month's management fee as determined by the Manager.



# 27

## 欠妥之處的保養責任期

### Defects Liability Warranty Period

買方如在該住宅物業買賣成交日期後的一年內，向賣方發出書面通知，賣方須自費並在合理切實可行的範圍內，盡快把住宅物業、裝置、裝修物料或設備的欠妥之處作出補救（買方的行為或疏忽而導致的欠妥之處，則不在此列）。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within one year after the date of completion of the sale and purchase, remedy any defects to the residential property, or the fittings, finishes or appliances, caused otherwise than by the act or neglect of the purchaser.



# 28 斜坡維修

## Maintenance of Slopes

**A** 根據批地文件的規定，該發展項目中的住宅物業的業主須自費維斜坡。有關規定的條款如下：

「該租契」(見批地文件的摘要內的定義)條款第3.3條訂明：

「承租人」(見批地文件的摘要內的定義)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、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持「該地段」(見批地文件的摘要內的定義)及現有或其後任何時間位於「該地段」的樓宇或物業單位及所有其他架設物及建築物，所有「該地段」內的斜坡上，擋土結構和擋土牆，及所有屬於和以任何形式屬於或附屬於「該地段」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「署長」(見批地文件的摘要內的定義)滿意為止。

「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」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

「該租契」條款第4.5(a)至(d)條訂明：

(a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」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「該地段」內的土地和任何毗鄰或毗連政府土地或出租土地，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」(見批地文件的摘要內的定義)期間自費維持上述土地、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良好和修繕妥當的狀態，並使「署長」滿意。

**A** The land grant requires the owners of the residential properties in the Development to maintain slopes at their own cost. The terms of the requirement are as follows:

**Clause No. 3.3 of the Lease (as defined in the Summary of Land Grant) stipulates that:**

The Lessee (as defined in the Summary of Land Grant) 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 Lot (as defined in the Summary of Land Grant) 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 Lot, all the slopes, earth-retaining structures and retaining walls within the Lot 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 Lot 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 (as defined in the Summary of Land Grant).

**Clause No. 4.4 of the Lease stipulates that:**

The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the Lot 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 Lot at such premium as he may determine.

**Clause No. 4.5(a) to (d) of the 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 Lot 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 Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot 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 (as defined in the Summary of Land Grant) 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) 「該租契」條款第4.5條(a)款的規定並沒有影響政府在「該租契」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「該地段」任何土地或任何毗鄰或毗連的政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並須對上述塌方、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，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、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及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定的期限內遵從該通知要求、並使「署長」滿意，「署長」可立即執行與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費或專業費用及開支。

**B** 每名業主均須分擔維修工程的費用。

- (b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the 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 Lot 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 Lease for breach of any of the terms and covenants and covenants contained in the 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.

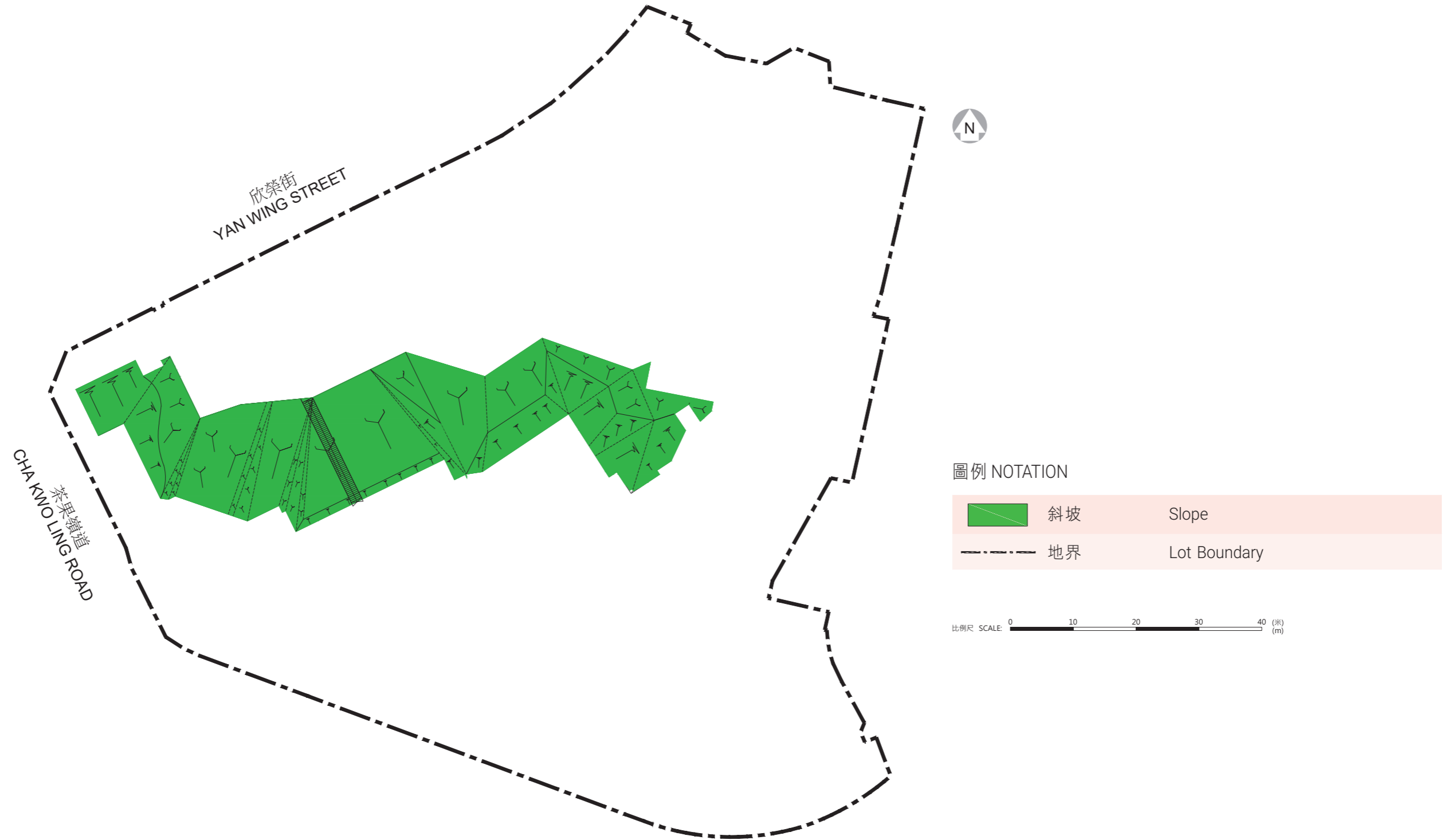
**B** Each of the owners is obliged to contribute towards the costs of the maintenance works.

# 斜坡維修

## Maintenance of Slopes

C 顯示該斜坡及已經或將會在該發展項目所位於的土地之內或之外建造的任何護土牆或有關構築物的圖則。

C A plan showing the slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated.



**D** 根據「公契」，該發展項目的管理人獲業主授權進行維修工程。

#### 公契的有關條文

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」。

- (i) 根據「公契」第一節第1條，「斜坡結構」指根據「該租契」條款第3.3及4.5條要求在「該地段」或發展項目以內或以外由「業主」保養之所有斜坡、斜坡處理工程，護土牆及其他構築物，即於「公契」所夾附圖則第30頁以綠色顯示以資識別的範圍。
- (ii) 根據「公契」第四章第20條第(r)項，「經理人」具有權力、職能與責任採取一切必要或有利於「業主」履行「該租契」的行動，尤其是(如「該租契」要求)按照「該租契」的規定，及(如適用)在令「署長」，渠務署署長或其他「政府」部門(視屬何情況而定)滿意下，視察、保養、維修、拆卸、移除、修復、搭建或建築在「該地段」內以及任何毗鄰或毗連的「政府」或已租土地內(如適用)的所有土地，休憩場地，斜坡處理工程，護土結構物，護土牆及其他承托物、保護物、排水、附屬及其它工程及構築物。
- (iii) 根據「公契」第四章第20條第(ad)項，「經理人」具有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡保養指南」、「斜坡保養手冊」和按照有關「政府」部門不時發出有關維修斜坡、護土牆及其他構築物的全部指引，檢查、保養及維修「斜坡結構」，令其維持在良好和修繕妥當的狀態，並就有關「斜坡結構」進行一切必要的工程。為免生疑問，謹此聲明，「屋苑」各「業主」有責任自費按照「該租契」、「斜坡保養指南」、「斜坡保養手冊」及上述指引，負責保養「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上執行保養和修繕工程所合法招致或將會招致之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有該第20條第(ad)項所述之授權和權力。
- (iv) 根據「公契」第四章第20條第(av)項，「經理人」具有權力、職能和責任保養「該地段」及「斜坡結構」，令其維持在良好和修繕妥當的狀態，以令「署長」滿意。

**D** Under the Deed of Mutual Covenant ("DMC"), the manager of the Development has the owners' authority to carry out the maintenance works.

#### Relevant Provisions of the 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, "Slope Structures" shall mean all slopes, slope treatment works, retaining walls and other structures within or outside the Lot or the Estate as required to be maintained by the Owners under Clauses 3.3 and 4.5 of the Lease and which, for identification purpose only, are shown coloured green on pages 30 of the plan(s) annexed to the DMC.
- (ii) 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 Lease and in particular (if so required by the Lease) to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the Lease and (if applicable) to the satisfaction of the Director, Director of Drainage Services or other Government departments (as the case may be) all land, the open spaces, slope treatment works, earth-retaining structures, retaining walls and other support protection drainage ancillary and other works and structures within the Lot and also any adjacent or adjoining Government or leased land (if applicable).
- (iii) Pursuant to Clause 20(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitable qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the Lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the Lease and the Slope Maintenance Guidelines and the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the Lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 20(ad).
- (iv) Pursuant to Clause 20(av) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Lot and Slope Structures in good and substantial repair and condition to the satisfaction of the Director.

## 斜坡維修

### Maintenance of Slopes

- (v) 根據「公契」第四節第20條第(ay)項，「經理人」具有權力、職能和責任保養「該地段」、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬或「該租契」條款第4.5(a)條所指的其它工程，令其維持在良好和修繕妥當的狀態，令「署長」滿意。
- (vi) 根據「公契」第七節第53(b)(1)條第(v)項，年度預算案的第二部分第一分項應包括(如適用)按照「斜坡保養指南」、「斜坡保養手冊」或主管「政府」部門不時對保養斜坡、護土牆及有關構築物發出的其他指引對「該租契」要求(如有)保護與承托「該地段」或其任何部分或任何毗鄰或毗連土地的「斜坡結構」進行視察，維護及保養的費用及開支和斜坡處理工程及其他承托或保護工程的費用及開支。
- (vii) 根據「公契」第十一節第88條，「房委會」須於「公契」之日期後一個月內在「屋苑」之屋苑管理處備存一份「斜坡保養手冊」，供「業主」免費查閱。「經理人」須在「業主」要求並繳交合理的複印費用後提供「斜坡保養手冊」副本給「業主」，所有收到的一切該等收費須撥入「特別基金」。
- (viii) 根據「公契」第三附錄第28條，「業主」(「財政司司長法團」作為「政府屋宇」之「業主」除外)須自費保養及進行所有「該租契」下及根據「斜坡保養指南」及「斜坡保養手冊」要求的有關「斜坡結構」的工程。

**E** 業主自費就該發展項目維修任何斜坡的承諾：  
不適用。

- (v) Pursuant to Clause 20(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Lot, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.5(a) of the Lease in good and substantial repair and condition to the satisfaction of the Director.
- (vi) Pursuant to Clause 53(b)(1)(v) of Section VII of the DMC, the first section of the second part of the annual budget shall cover (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the Lot or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the Lease (if any) and in accordance with the Slope Maintenance Guidelines and Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.
- (vii) Pursuant to Clause 88 of Section XI of the DMC, a copy of the Slope Maintenance Manual shall be deposited by the Authority in the management office of the Estate within one month after the date of the DMC and may be inspected by the Owners free of charge. The Manager shall upon request of any Owner and upon payment of a reasonable copying charge provide such Owner with a copy of the Slope Maintenance Manual. All charges received must be credited to the Special Fund.
- (viii) Pursuant to Clause 28 of the Third Schedule to the DMC, the Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall at their own expense maintain and carry out all works in respect of the Slope Structures as required by the Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.

**E** Owner's undertaking to maintain any slope in relation to the Development at the owner's own cost:  
Not applicable.



# 29

## 批地文件修訂

### Modification of Land Grant

不適用 Not applicable





## 獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)(下稱「獨立審查組」)批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。直至最終修訂圖則於就該發展項目發出佔用許可證前呈交予並獲「獨立審查組」批准前，以下分項資料仍可能有所修改。

## Breakdown of GFA Concessions Obtained for All Features

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Independent Checking Unit (ICU) of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)) prior to the printing of the sales brochure is tabulated below. The breakdown of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the ICU prior to the issuance of the Occupation Permit for the Development.

		面積(平方米) Area (m <sup>2</sup> )
<b>根據《建築物(規劃)規例》(《規劃規例》)第 23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of the Building (Planning) Regulations (B(P)R)</b>		
<b>1</b>	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	1,716.726
<b>2</b>	機房及相類設施 Plant rooms and similar services	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 Mandatory feature and essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	1,840.129
2.2	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature and essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	4,300.763
2.3	非強制性/非必要機房，例如空調機房、風櫃房等 Non-mandatory/non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not Applicable
<b>根據《建築物(規劃)規例》第 23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of the B(P)R</b>		
<b>3</b>	供人離開或到達旅館時上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 Not Applicable
<b>4</b>	旅館的輔助性設施 Supporting facilities for a hotel	不適用 Not Applicable
<b>根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2</b>		
<b>5</b>	住宅樓宇露台 Balcony for residential buildings	不適用 Not Applicable
<b>6</b>	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	不適用 Not Applicable
<b>7</b>	公用空中花園 Communal sky garden	不適用 Not Applicable
<b>8</b>	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable

		面積(平方米) Area (m <sup>2</sup> )
<b>根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2</b>		
9	隔聲簷 Acoustic fin	不適用 Not Applicable
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11	非結構性預製外牆 Non-structural prefabricated external wall	1,550.400
12	工作平台 Utility platform	不適用 Not Applicable
13	隔音屏障 Noise barrier	121.861
<b>適意設施 Amenity Features</b>		
14	管理員宿舍、供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	106.175
15	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	不適用 Not Applicable
16	有上蓋的園景區及遊樂場 Covered landscaped and play area	288.700
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	490.855
18	擴大升降機井道 Larger lift shaft	616.853
19	煙囪管道 Chimney shaft	不適用 Not Applicable
20	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	不適用 Not Applicable
21	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	330.210
22	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 Not Applicable
23	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not Applicable
24	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	不適用 Not Applicable
25	非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (prestige entrance) in non-domestic development	不適用 Not Applicable

## 申請建築物總樓面面積寬免的資料

### Information in Application for Concession on Gross Floor Area of Building

		面積(平方米) Area (m <sup>2</sup> )
<b>適意設施 Amenity Features</b>		
26	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not Applicable
27	遮陽篷及反光罩 Sunshade and reflector	不適用 Not Applicable
28	小型伸出物，例如空調機箱、空調機平台、窗台、伸出的窗台 Minor projection such as air-conditioning box, air-conditioning platform, window cill and projecting window	不適用 Not Applicable
29	沒有被包括在《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-19 第3(b)及(c)段內的其他伸出物，如空調機箱及平台 Other projections such as air-conditioning box and platform not covered in paragraph 3(b) and (c) of Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) APP-19	不適用 Not Applicable
<b>其他獲豁免的項目 Other Exempted Items</b>		
30	庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	2,033.162
31	大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature	不適用 Not Applicable
32	公共交通總站 Public transport terminus (PTT)	不適用 Not Applicable
33	共用構築物及樓梯 Party structure and common staircase	不適用 Not Applicable
34	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	1,128.600
35	公眾通道 Public passage	不適用 Not Applicable
36	因樓宇後移導致的覆蓋面積 Covered set back area	不適用 Not Applicable
<b>額外總樓面面積 Bonus GFA</b>		
37	額外總樓面面積 Bonus GFA	不適用 Not Applicable
<b>根據《聯合作業備考》提供的額外環保設施 Additional Green Features under Joint Practice Notes (JPN)</b>		
38	採用「組裝合成」建築法的樓宇 Buildings adopting Modular Integrated Construction	不適用 Not Applicable

註：上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

有關建築物的環境評估



Environmental Assessment of the Building



發展項目的公用部分的預計能量表現或消耗

於印製售樓說明書前呈交予「獨立審查組」發展項目的公用部分的預計能量表現或消耗的最近期資料(見附表)。

Estimated Energy Performance or Consumption for the Common Parts of the Development

Latest information on the estimated energy performance or consumption for the common parts of the Development as submitted to the ICU prior to the printing of the sales brochure (see tables).

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Proposed Energy Efficient Features	<ol style="list-style-type: none"> <li>1. 發光二極管照明燈具</li> <li>2. 二級光度照明系統</li> <li>3. 升降機電動機設置再生動力裝置</li> </ol>	<ol style="list-style-type: none"> <li>1. LED Bulkhead Light Fitting</li> <li>2. Two-level Lighting Control System</li> <li>3. Regenerative Power of Lift System</li> </ol>

第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量(註1) Part II : The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1)					
位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m <sup>2</sup> )	基線樓宇(註2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
		電力 千瓦小時/平方米/年 Electricity kWh/m <sup>2</sup> /annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m <sup>2</sup> /annum	電力 千瓦小時/平方米/年 Electricity kWh/m <sup>2</sup> /annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m <sup>2</sup> /annum
A座:有使用中央屋宇裝備裝置(註3)的部分 Block A: Area Served by Central Building Services Installation (Note 3)	22,204	24	不適用 Not applicable	21.79	不適用 Not applicable
B座:有使用中央屋宇裝備裝置(註3)的部分 Block B: Area Served by Central Building Services Installation (Note 3)	24,262	24	不適用 Not applicable	20.16	不適用 Not applicable

## 申請建築物總樓面面積寬免的資料

### Information in Application for Concession on Gross Floor Area of Building

第III部分: 以下裝置乃按機電工程署公布的相關實務守則設計 Part III: The Following Installations are Designed in Accordance with the Relevant Codes of Practices Published by the Electrical & Mechanical Services Department (EMSD)			
裝置類型 Type of Installations	是 YES	否 NO	不適用 Not applicable
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

註：

- 一般而言，一棟樓宇的預計「每年能源消耗量」愈低，其節約能源的效益愈高。如一棟樓宇預計的「每年能源消耗量」低於該樓宇的「基線樓宇每年能源消耗量」，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。  
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：  
(a) 「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及  
(b) 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 「基線樓宇」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「基準建築物模式(零分標準)」具有相同涵義。
- 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2018年版)中的涵義相同。

Notes :

- In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.  
The predicted annual energy use, in terms of electricity consumption (kWh/m<sup>2</sup>/annum) and town gas/LPG consumption (unit/m<sup>2</sup>/annum), of the Development by the internal floor area served, where:  
(a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and  
(b) "internal floor area", in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
- "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2018 edition) issued by the Electrical and Mechanical Services Department.

# 31 有關資料

## Relevant Information

### A 零散山墳

有零散山墳散落於高宏苑附近 (請參閱第130頁的參考圖)。部分高宏苑單位可能望見該些零散山墳。

### B 交通噪音

高宏苑受道路交通噪音影響。為改善情況，該發展項目將設置下列設施：

#### 減音露台、減音窗及固定窗

部分高宏苑單位裝設有減音露台、減音窗及/或固定窗(不能開啓)。(有關裝設有減音露台、減音窗及/或固定窗之單位及有關露台或窗戶的位置請參閱第131頁的參考圖)。高宏苑的公契有以下關於減音露台、減音窗及/或固定窗的規定(註)：

- 高宏苑裝設有減音露台、減音窗及/或固定窗之單位的業主不得干擾、改動、變更或拆除該些裝設在其單位內的減音露台、減音窗及/或固定窗(根據公契規定作保養、維修或更換除外)。
- 房委會須在管理處內提供有關安裝、保養、更換或維修減音露台、減音窗及/或固定窗的圖則及方法供高宏苑業主於日常辦公時間內免費查閱。裝設於任何單位內的減音露台、減音窗及/或固定窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 除進行保養、更換或維修工作外，固定窗須在任何時間保持關閉及鎖上以緩解噪音。裝設於任何單位內的固定窗的保養、更換或維修工作須由有關單位的業主自費進行。

### A Scattered Graves

Scattered graves are located in the proximity of Ko Wang Court (please refer to the reference plan on page 130). The scattered graves may be seen from some of the flats in Ko Wang Court.

### B Traffic Noise

Ko Wang Court is subject to road traffic noise. In order to improve the condition, the following facilities will be provided in the Development:

#### Acoustic Balconies, Acoustic Windows and Fixed Windows

Acoustic balconies, acoustic windows and/or fixed windows (not openable) are installed in some of the flats in Ko Wang Court. (Please refer to the reference plan on page 131 for flats installed with acoustic balconies, acoustic windows and/or fixed windows and the locations of such balconies or windows). The DMC of Ko Wang Court contains the following provisions relating to acoustic balconies, acoustic windows and/or fixed windows (Note):

- Subject to any maintenance, repair or replacement in accordance with the requirements set out in the DMC, no owner of those units in Ko Wang Court installed with acoustic balconies, acoustic windows and/ or the fixed windows shall tamper, alter, vary or remove the acoustic balconies, acoustic windows and/or the fixed windows installed in his unit.
- The HA shall provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic balconies, acoustic windows and/or fixed windows at the management office for inspection by the owners of Ko Wang Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic balconies, acoustic windows and/or fixed windows installed in any unit shall be made by the owner of relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The owners of such units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the fixed windows installed in any unit shall be made by the owner of the relevant unit at his own costs.

註：有關公契條款只供參考，並以公契的全文為準。公契的最新擬稿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，並可於房委會就出售高宏苑所指定的互聯網站內閱覽。

Note: The concerned provisions in the DMC are for reference only and are subject to the full script of the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the office of the GSH Sales Unit of the HA on 1/F Pioneer Place, 33 Hoi Yuen Road, Kwun Tong and is also available on the website designated by the HA for the sale of Ko Wang Court.

#### C 地役權授予及其他權利

「該租契」條款第5.3條(a)款指明的「粉紅色加紅斜線範圍」的某些部分及鯉魚門邨的某些部分將有一條行人斜道連同其相關園景、裝置、服務、裝修物料、底層結構及附帶構築物(統稱「該行人斜道」)。「該行人斜道」之部分將位於高宏苑的地界外，連接高宏苑和鯉魚門邨。根據一份地役權授予及費用分攤契據(「該契據」)，(i)「承租人」、其租戶、受僱人、訪客、工人及在該方面獲「承租人」授權的其他人士獲授予權利，可往返、沿經、跨越、路經及途經「該租契」條款第3.16條所指的「紫色範圍」及「該行人斜道」位於鯉魚門邨的部分；及(ii)政府、鯉魚門邨之承租人及佔用人、其租戶、受僱人、訪客、工人及在該方面獲上述人士授權的其他人士獲授予權利，可往返、沿經、跨越、路經及途經「粉紅色加紅斜線範圍」(於上述(i)及(ii)提及之範圍下統稱「該等範圍」)，而有關「該等範圍」連同其組成部分的或與之有關的一切的開支及費用將由根據「該契據」所述之方式分攤和支付。

根據「該契據」，政府、鯉魚門邨之承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲授予「該租契」條款第5.4條(a)款及第5.4條(b)款所指的公用事業設施或其他服務通過權及維修公用事業設施或其他服務的進出及返回權。「該契據」的全文可於房委會綠置居銷售小組辦事處的開放時間內免費查閱。建議準買家參閱「該契據」，並按需要諮詢其專業顧問或律師的意見。

#### D 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定。特別當工程涉及鋪設/重新鋪設地台批盪超過25毫米、或加建/改建牆間隔(除非加建或改建的牆間隔是按照高宏苑樓宇設計所預定的核准間隔牆示意圖上所有的規定進行)，必須符合《建築物(小型工程)規例》的現行監管程序。有關小型工程監管制度的詳情，可瀏覽屋宇署的相關網頁或諮詢專業人士。有關在進行裝修時須注意的事項及高宏苑樓宇設計所預定的核准間隔牆示意圖，可參閱高宏苑裝修指引。有關裝修指引會於物業交吉時提供予買方。

#### E 樓宇結構安全保證

香港房屋委員會(房委會)根據以下條文及註釋，向業主(註1)提供樓宇結構安全保證。

##### 保證期

房委會會給予高宏苑為期十年的樓宇結構安全保證。

高宏苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

#### C Grant of Easement and Other Rights

There will be a pedestrian ramp over portion of the Pink Hatched Red Area referred to in Clause 5.3(a) of the Lease and part of Lei Yue Mun Estate together with associated landscape, installations, services, finishes, substructures and ancillary structures (collectively the "Pedestrian Ramp") outside the lot boundary of Ko Wang Court connecting Ko Wang Court and Lei Yue Mun Estate. According to a Deed of Grant of Easement and Cost Sharing ("the said Deed"), (i) the Lessee, its tenants, servants, visitors, workmen and other persons authorized by the Lessee in that behalf are granted the right of way to pass and repass on, along, over, by and through the Purple Area referred to in Clause 3.16 of the Lease and such portion of the Pedestrian Ramp located within Lei Yue Mun Estate; and (ii) the Government and the lessees and occupiers of Lei Yue Mun Estate, their tenants, servants, visitors, workmen and other persons authorized by them in that behalf are granted the right of way to pass and repass the Pink Hatched Red Area (including such portion of the Pedestrian Ramp located within the Pink Hatched Red Area)(the areas as mentioned in (i) and (ii) above shall collectively called the "Areas"), while the costs and expenses in relation to the Areas and everything forming a portion thereof or pertaining thereto shall be apportioned in the manner provided under the said Deed.

According to the said Deed, the Government and the lessees, tenants, occupiers and licensees of Lei Yue Mun Estate or any other persons duly authorized by any of them are granted the right of passage for utility or other services and the right of ingress and egress for repairs to utility or other services referred to in Clause 5.4(a) and Clause 5.4(b) in the Lease. Full script of the said Deed is available for inspection free of charge during opening hours at the office of the GSH Sales Unit of the HA. Prospective purchasers are advised to study the said Deed and consult their own professional advisers or solicitors for necessary advice.

#### D Points to Note for Fitting Out

When carrying out decoration works, the requirements of the Buildings Ordinance and its relevant legislations should be complied with. In particular, when works involve laying/re-laying floor screed that is more than 25mm thick, or making additions/alterations to wall partitions (unless these additions or alterations are in full compliance with all the requirements on the indicative approved floor plan with partition wall layout for wall partitions in Ko Wang Court), the prevailing control procedures under the Building (Minor Works) Regulation must be complied with. For details of the Minor Works Control System, please visit the relevant webpages of the Buildings Department or consult a professional. For matters regarding the carrying out of decoration works and for the indicative approved floor plan with partition wall layout for wall partitions in Ko Wang Court, please refer to the Guide for Decoration Works for Ko Wang Court, which will be made available to the purchaser on the delivery of vacant possession of the property.

#### E Structural Safety Guarantee

The Hong Kong Housing Authority (HA) will provide Structural Safety Guarantee (SSG) to the owners (Note 1) in accordance with the following provisions and explanatory notes.

##### Guarantee Period

The SSG given by the HA to Ko Wang Court is valid for a period of 10 years.

The 10-year period of the SSG for Ko Wang Court counts from the date of issue of the Occupation Permit for the building.

### 保證範圍

房委會保證樓宇的整體結構穩定完整，並在十年結構安全保證期內，負責任何或所有結構構件(註3)所需的全部結構修葺工作(註2)，包括修葺混凝土剝落及出現裂縫的地方，以維持樓宇(註5)整體結構穩定完整(註4)。

本保證並不包括以上保證範圍以外的修葺，例如：

- i. 與樓宇整體結構穩定完整無關的損壞，包括天花滲水、窗戶滲水、牆身滲水、批盪裂縫、牆壁磚和地面磚損毀，以及其他的損壞；
- ii. 在結構上把單位改建、加建或改變原有用途；或因不適當使用而對樓宇所造成的損壞；以及
- iii. 下列任何一項特別風險對樓宇造成的損壞：
  - 任何氣體燃料爆炸所造成的損壞；
  - 戰爭、火災、地震或山泥傾瀉造成的損壞；
  - 房委會負責範圍以外的人士作出的行為或疏忽。

### 業主責任

為確保房委會能落實並履行此保證的義務，有關業主須准許房委會或獲房委會授權的任何人員，在出示授權證明下，於合理時間進入有關樓宇及樓宇範圍的任何建築物視察或進行有關檢驗和修葺工程。

若業主在保證期內察覺房委會須根據此保證進行有關的結構修葺工作，業主必須以第一時間及早通知房委會，否則房委會難以履行此保證的義務。

註：

1. 「業主」指合乎本保證所保障之住宅樓宇的法定業主。
2. 在進行結構修葺工程時，房委會只負責使單位受影響部分回復到樓宇落成時的原有標準。
3. 「結構構件」指建築結構圖上清楚列明的構件(如支柱、橫樑、受力牆壁及地台)，而沒有列明的混凝土架或牆(如冷氣機罩/台、部分外牆、內部間隔牆等)都不在本保證範圍內。
4. 「結構穩定完整」指樓宇的結構及地基足以承受設計上負重及承托力的要求。
5. 「樓宇」不包括一切於外圍的工程及於外圍範圍內的地下水管、污水渠、道路、地面，以及一切設施。

### Coverage

The HA guarantees the structural stability and integrity of the building as a whole within the guarantee period of 10 years and undertakes all structural repairs (Note 2), including repair to concrete spalling and cracking, to any or all of the structural components (Note 3) deemed necessary to uphold the overall structural stability and integrity (Note 4) of the building (Note 5).

Works of repairs not falling within the above-defined scope shall not be covered by this structural guarantee, for example:

- i. Water seepage through ceilings, windows or walls, cracks in plaster and rendering, defects in wall and floor tiling and any other defects not related to the structural stability and integrity of the building;
- ii. Defects arising from structural alterations, additions or changes within flats or improper usage of the building; and
- iii. Defects arising from the following special risks, including:
  - explosions caused by inflammable gas;
  - outbreak of war, fire, earthquake or landslide;
  - acts or omission of a person for whom the HA is not responsible.

### Owners' Responsibility

To ensure that the HA can implement and perform its obligations under SSG, owners shall allow the HA or its authorised personnel, upon production of their authorisation proof, to enter the premises concerned or any part thereof at reasonable times for inspection or carrying out related inspection and repair works.

Within the guarantee period, if the owners note that it is necessary for the HA to carry out structural repairs under SSG, they must inform the HA in the first instance. Otherwise, the HA may not be able to fulfil its obligations under SSG.

Notes:

1. "Owners" refers to the legitimate owners of the domestic flats protected by this guarantee.
2. While carrying out the repair works, the HA is only responsible for reinstating the affected parts of the flats to the original standard at the time when the building was completed.
3. "Structural components" refers to the components (for example, columns, beams, load bearing walls and floor slabs) as specified clearly on the building structural plan. Concrete racks or walls not specified (for example, air-conditioner hoods/platforms, some external walls and internal partition walls, etc.) are not covered by this structural guarantee.
4. "Structural stability and integrity" refers to the load bearing capacity of the building's foundation and structure as required by the design.
5. "Building" excludes exterior works and subterranean water pipes, sewers, roads, ground surfaces and all other facilities in the external area.



**F 轉讓限制**

- (a) 在簽署轉讓契據前，買方不得把單位轉讓予其他人士或機構。若買方要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於售價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，撤銷買賣協議受買賣協議的條款限制，包括買方須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。
- (b) 若買方成為業主後轉讓或出租其單位，須按照轉讓契據的條款和政府租契所載的條款、契諾及條件處理。房委會不會回購或提名買家(居者有其屋計劃(居屋)第二市場除外)購買清濤苑/錦柏苑/高宏苑單位，而下列轉讓限制將適用於有關單位的業主：
- (i) 由房委會首次將單位售予業主的轉讓契據(下稱「首次轉讓契據」)日期起計五年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場以不高於列於首次轉讓契據的原來買價(註)出售單位予房委會提名的綠表買家。
- (ii) 由首次轉讓契據日期起計第六至第十五年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的綠表買家。
- (iii) 由首次轉讓契據日期起計十五年後：
- 業主可在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的綠表買家。
  - 業主亦可在繳付補價後於公開市場出售單位。
  - 業主須繳付的補價，是根據屆時該單位並無轉讓限制的市值，按照該單位首次轉讓契據中所訂明的最初市值與原來買價(註)的差額計算。換句話說，補價相等於原來買價(註)的折扣，化為現值計算。
  - 有關補價程序，請瀏覽房委會/房屋署網站 ([www.housingauthority.gov.hk](http://www.housingauthority.gov.hk))。

**F Alienation Restrictions**

- (a) The flat shall not be assigned by the purchaser to any other person or organisation before executing the Deed of Assignment. If a purchaser requests for cancelling the Agreement for Sale and Purchase (ASP) where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, the cancellation of the ASP is subject to the provisions of the ASP including the purchaser being required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.
- (b) A purchaser who wishes to assign or let the flat after becoming an owner will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Ching Tao Court/ Kam Pak Court/ Ko Wang Court, the HA will not buy back or nominate a buyer (except Home Ownership Scheme (HOS) Secondary Market) to buy the flats, and the following alienation restrictions will apply to the owners:
- (i) Within the first five years from the date of the first Deed of Assignment of the flat from the HA to an owner (the first assignment):
- The owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at a price not more than the original purchase price (Note) under the first assignment.
- (ii) From the sixth to the fifteenth year from the date of the first assignment:
- The owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
- (iii) After fifteen years from the date of the first assignment:
- The owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium and at his/her own negotiated price.
  - The owner may also sell the flat in the open market after payment of premium.
  - The premium which the owner is required to pay is calculated based on the prevailing market value of the flat without alienation restrictions, and the difference between the original purchase price (Note) of the flat and its initial market value as specified in the first assignment. In other words, the premium is calculated by applying the discount of the original purchase price (Note) to the prevailing market value.
  - Please refer to the HA/HD website ([www.housingauthority.gov.hk](http://www.housingauthority.gov.hk)) for details of the premium payment procedures.

- (c) 買方須注意，在計算購樓時的折扣率所沿用的最初市值，是根據買方簽訂買賣協議時的市值。本銷售計劃單位的售價一經訂定，於銷售期間將維持不變，而訂定售價的時間和簽訂買賣協議的時間一般約有數個月的差距。在這期間，單位的市值可能會隨市況的轉變而調整。因此，買方簽訂買賣協議時的確實折扣率或會與訂定售價時的折扣率有所不同。補價款項將以簽訂買賣協議時確實的折扣率計算。
- (d) 任何違反與單位有關的買賣協議的任何條款或條件或違反單位的轉讓契據內的任何契諾所作出的按揭、其他押記、轉讓或其他讓與、連同任何關於如此按揭、押記、轉讓或以其他方式讓與的協議(下稱「非法讓與」)，根據《房屋條例》(第283章)第17B條均屬無效。任何人就其單位作出非法讓與即屬犯罪，將面臨《房屋條例》(第283章)第27A條下之刑罰。

註：原來買價相等於售價，是指首次轉讓契據中所列明的單位購買價。

- (c) Purchasers should take note that the initial market value used to calculate the discount at the time of purchase is the market value prevailing at the date of the ASP. The sale price of flats in the current sale exercise, once fixed, will remain unchanged throughout the sale period. As there is normally a time lag of a few months between the fixing of the sale price and the signing of the ASP, during which the market value of a flat may fluctuate according to the market conditions, the actual discount rate at the time of signing the ASP may be different from that when the sale price was fixed. The actual discount at the time of signing the ASP will be adopted for calculation of the premium.
- (d) Any purported mortgage, other charge, assignment or other alienation, together with any agreement so to mortgage, charge, assign or otherwise alienate in breach of any term or condition of the ASP or any covenant in the Deed of Assignment of the flat ("unlawful alienation") shall be void under Section 17B of the Housing Ordinance (Cap. 283). Any person committing unlawful alienation of his/her flat commits an offence and will be subject to criminal sanction under Section 27A of the Housing Ordinance (Cap. 283).

Note: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.

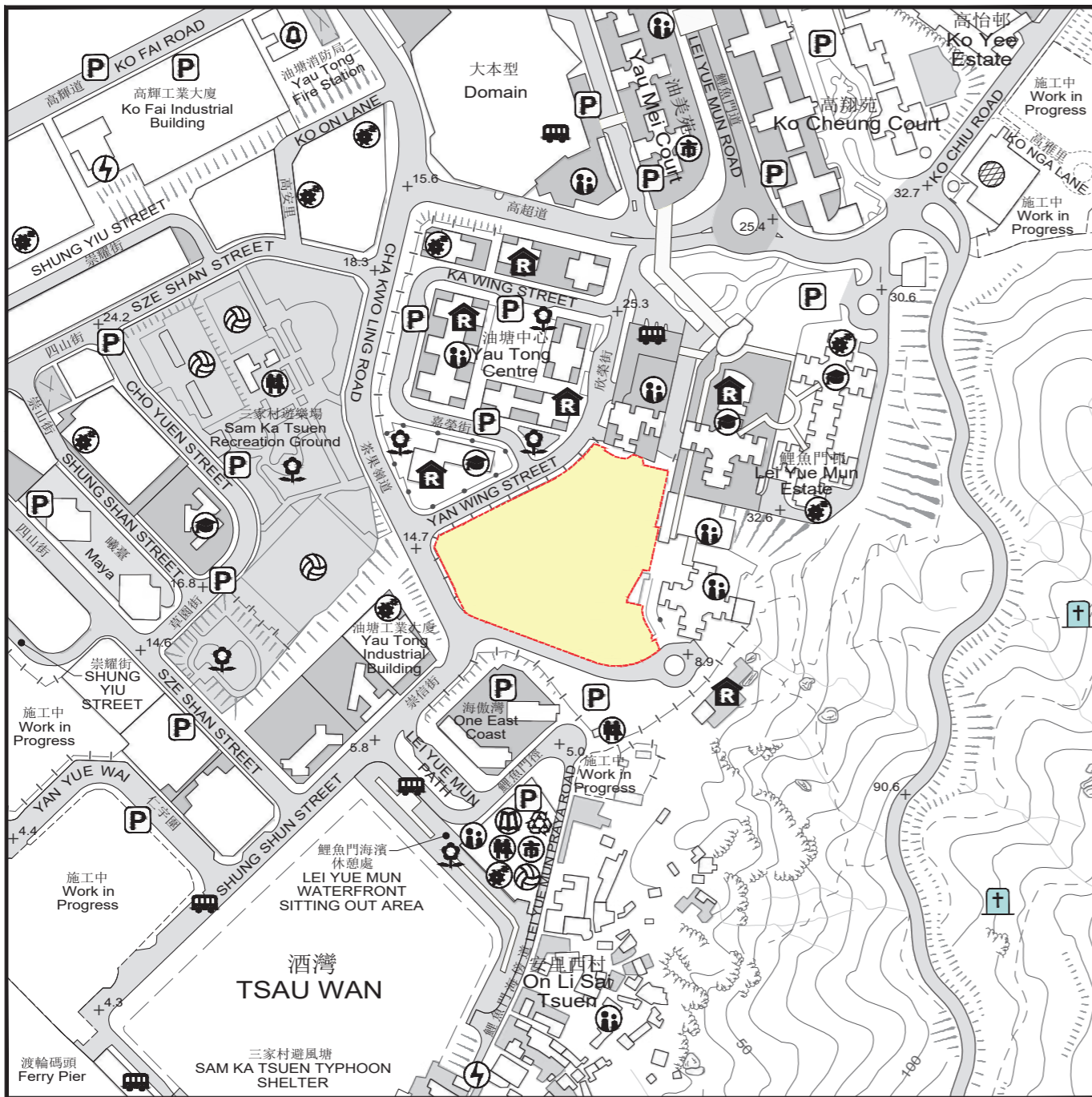


# 32 參考圖

## Reference Plan

### 斜坡上有零散山墳的參考圖

### Reference Plan for Slope with Scattered Graves



比例尺 SCALE: 0 50 100 150 200 250 (米) (m)



高宏苑  
Ko Wang Court

#### 圖例 NOTATION

	消防局 A Fire Station		公廁 A Public Convenience
	公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		社會福利設施 (包括老人中心及弱智人士護理院) Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
	學校 (包括幼稚園) A School (including a Kindergarten)		垃圾收集站 A Refuse Collection Point
	香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway		市場 (包括濕貨市場及批發市場) A Market (including a Wet Market and a Wholesale Market)
	公園 A Public Park		圖書館 A Library
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		公用事業設施裝置 A Public Utility Installation
	宗教場所 (包括教堂、廟宇及祠堂) A Religious Institution (including a Church, a Temple and a Tsz Tong)		斜坡上有零散山墳* Slope with Scattered Graves*

\* 只作識別用 \* For Identification Purposes Only

此參考圖參考日期為2023年2月16日之測繪圖 (編號為T11-SE-B) 製作, 有需要處經修正處理。  
地圖由香港地理數據站提供, 香港特別行政區政府為知識產權擁有人。

The Reference Plan is prepared with reference to Survey Sheet No. T11-SE-B dated 16 February 2023, with adjustments where necessary.

The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註:

- 賣方建議買方到該發展項目作實地考察, 以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因, 此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

A座單位的減音露台、減音窗及固定窗的參考圖  
Reference Plan for Acoustic Balconies, Acoustic Windows and Fixed Windows of Flats at Block A




圖例 NOTATION

LIV/DIN	客/飯廳	Living/Dining Room
KIT	廚房	Kitchen
BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
P.D.	管道槽	Pipe Duct
W.M.C.	水錶櫃	Water Meter Cupboard
ELEC. METER ROOM	電錶房	Electrical Meter Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
RS&MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
	固定窗	Fixed Window
	減音窗	Acoustic Window

發展項目的期數參考圖  
Reference Plan for Phased Development



圖例 NOTATION

	發展期數的分界線 (註1)	Boundary Line for Phases of the Development (Note 1)
	發展項目第1期 (註2、3、4及5)	Phase 1 of the Development (Notes 2, 3, 4 and 5)
	發展項目第2期 (註2、3、4及5)	Phase 2 of the Development (Notes 2, 3, 4 and 5)
	地界	Lot Boundary
①	A座1樓-18樓及20樓-44樓單位室號 B座1樓-21樓及23樓-44樓單位室號	Block A Flat Number on 1/F to 18/F and 20/F to 44/F Block B Flat Number on 1/F to 21/F and 23/F to 44/F
P	花槽	Planter

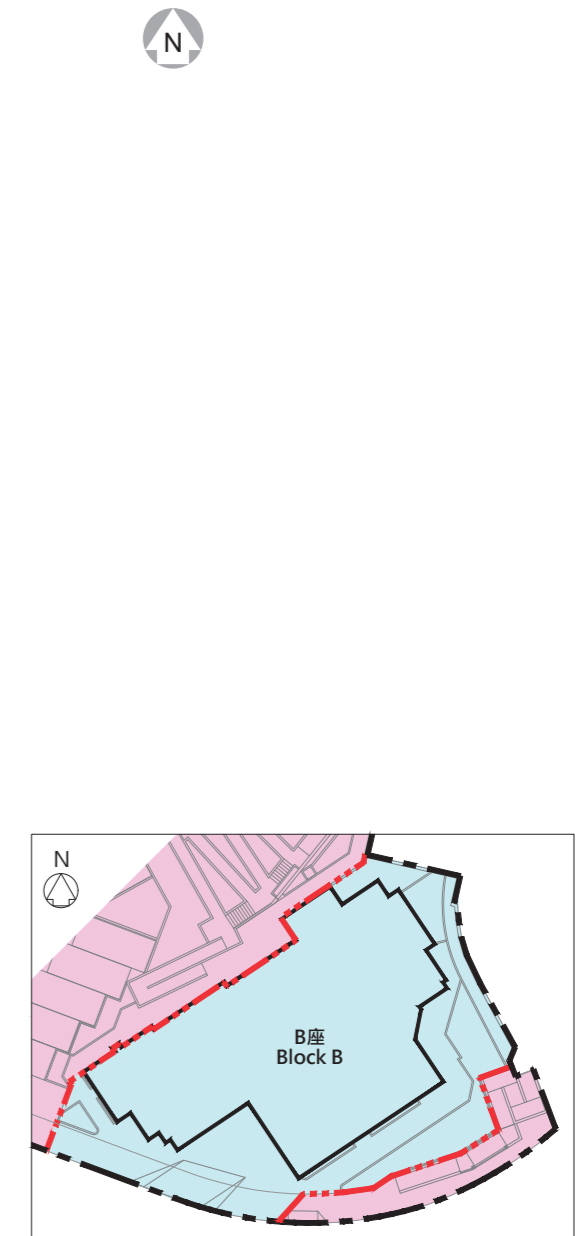
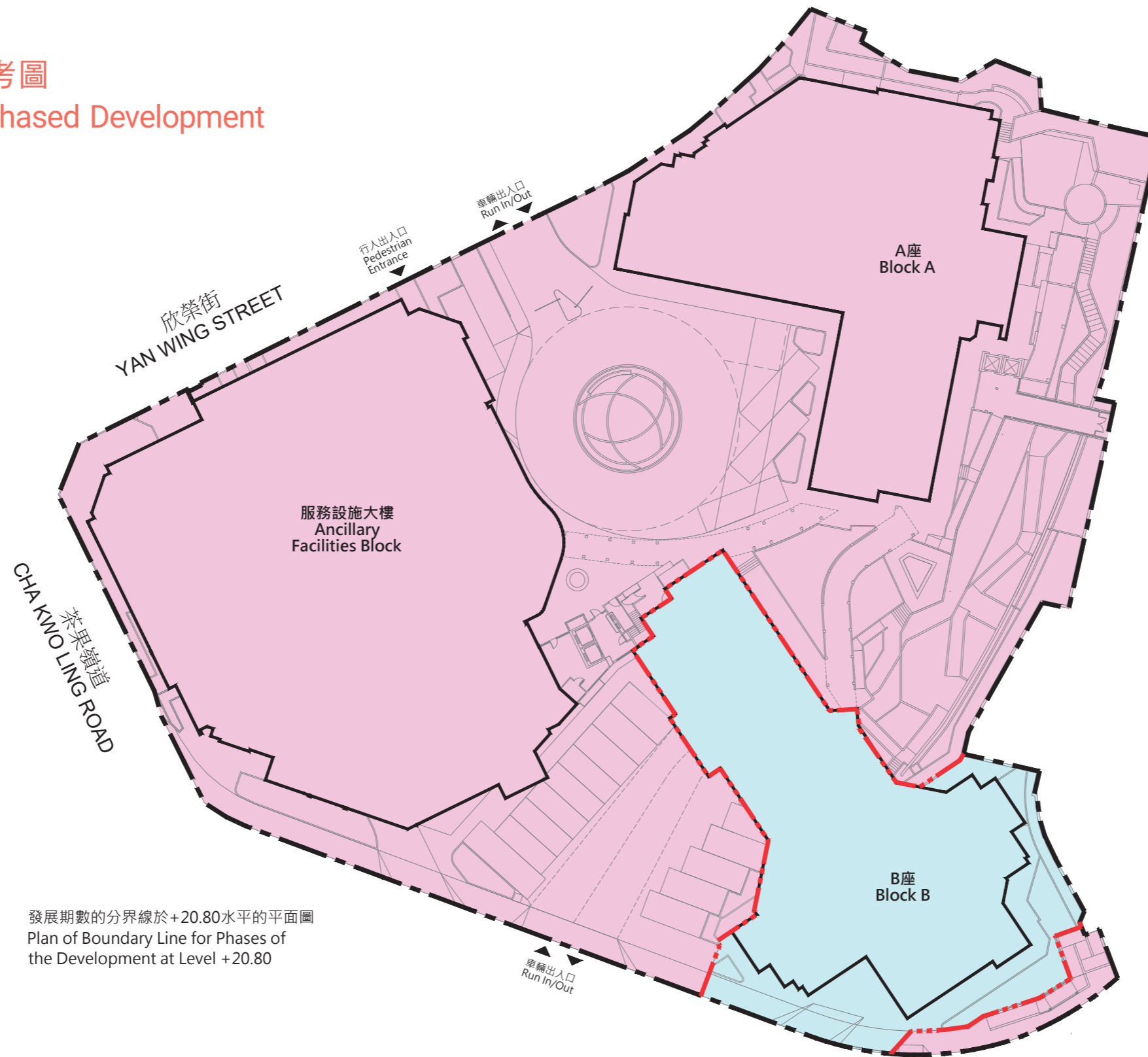
註：

1. 臨時圍板位於第一期和第二期交界處，將於第二期工程完工後拆除。部分臨時圍板的基座位於第一期範圍內。
2. 臨時垃圾收集車停車位位於第一期。該車位可供使用直至位於B座地下低層二樓的垃圾收集站投入正常運作為止。
3. 所有停車位均位於第一期工程範圍內。
4. 部分兒童遊樂設施位於第二期工程範圍內，直至第二期工程竣工方可使用。
5. 請參閱第6頁有關發展項目的預計關鍵日期。

Notes:



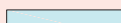

1. Temporary hoarding is located between the Phase 1 and Phase 2 boundary of the Development and will be demolished upon completion of Phase 2 of the Development. Some of the temporary hoarding footings are located in Phase 1 of the Development.
2. The Temporary Refuse Collection Vehicle Parking Space is located in Phase 1 of the Development. It will be in service until the Refuse Collection Point at Lower Ground Second Floor of Block B can be put into normal operation.
3. All carparks are located in Phase 1 of the Development.
4. Some of children play equipments are located in Phase 2 of the Development and shall be in place upon the completion of Phase 2 of the Development.
5. Please refer to the estimated material dates for the Development on page 6.

發展項目的期數參考圖  
Reference Plan for Phased Development



比例尺 SCALE: 0 10 20 (米)  
(m)

圖例 NOTATION

	發展期數的分界線 (註1)	Boundary Line for Phases of the Development (Note 1)
	發展項目第1期 (註2、3、4及5)	Phase 1 of the Development (Notes 2, 3, 4 and 5)
	發展項目第2期 (註2、3、4及5)	Phase 2 of the Development (Notes 2, 3, 4 and 5)
	地界	Lot Boundary

註：

1. 臨時圍板位於第一期和第二期交界處，將於第二期工程完工後拆除。部分臨時圍板的基座位於第一期範圍內。
2. 臨時垃圾收集車停車位位於第一期。該車位可供使用直至位於B座地下低層二樓的垃圾收集站投入正常運作為止。
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Notes:

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網址 WEBSITE  
[www.housingauthority.gov.hk/gsh/2022/KoWang](http://www.housingauthority.gov.hk/gsh/2022/KoWang)

發展項目及其周邊地區日後可能出現改變。  
There may be future changes to the Development and the surrounding areas.

印製日期：2023年1月27日  
Printing Date: 27 January 2023

