

出售綠表置居計劃單位 2023  
Sale of Green Form Subsidised Home Ownership Scheme Flats

麗  
珮  
苑

*Lai Yuet 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

你在購置麗玥苑綠表置居計劃(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」)作為賣方就出售麗玥苑單位所指定的互聯網網站(下稱「指定網站」)([www.housingauthority.gov.hk/gsh/2023/LaiYuet](http://www.housingauthority.gov.hk/gsh/2023/LaiYuet))內的有關資訊，包括售樓說明書、價單及麗玥苑單位的成交紀錄冊。
- 麗玥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。
- 在指定網站內載有麗玥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，你須付予房委會或麗玥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。
- 買方於綠置居銷售小組辦理簽署買賣協議手續時，須以銀行本票(抬頭人為「香港房屋委員會」)或「轉數快」繳付總數為港幣四萬一千元正(HK\$41,000)，作為所需定金(不少於樓價的百分之五)，若上述金額不足選購單位樓價的百分之五，定金餘額須即時以銀行本票、個人支票或「轉數快」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核准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 Lai Yuet 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 Lai Yuet Court (designated website) ([www.housingauthority.gov.hk/gsh/2023/LaiYuet](http://www.housingauthority.gov.hk/gsh/2023/LaiYuet)), including the sales brochure, price list and the register of transactions of the flats in Lai Yuet Court.
- Sales brochure and price list for Lai Yuet 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 Lai Yuet 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 Lai Yuet 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 purchaser must, at the time of signing the Agreement for Sale and Purchase (ASP) at the GSH Sales Unit, pay an amount of HK\$41,000 by cashier's order(s) (payable to "HONG KONG HOUSING AUTHORITY") or via Faster Payment System (FPS) for the deposit (not less than 5% of the purchase price). If such amount is less than 5% of the purchase price, any outstanding balance should be paid by a cashier's order, a personal cheque or via FPS (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；

### 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 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;

- 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

- 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)。
- 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。
- 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(包括印花稅(如有)及註冊費)。
- 買方只可將該物業作私人住宅用途，及受制於《房屋條例》(第283章)、「限制轉讓條款」、「政府批地書」及其任何修訂條文或變更的規定，並確保該物業將由其本人及

- 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

- 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).
- 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)).
- 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) and registration fee) in connection with or arising from the cancellation of the ASP.
- The purchaser shall use the property for private residential purposes only, and subject to the Housing Ordinance (Cap.283), the Restriction on Alienation Clause, the Government Grant and any amendments or modifications thereto, shall ensure that the property shall be occupied by himself and all the members of his family named in the Application Form for the purchase of the property. If, without obtaining the prior written



名列購買該物業申請表上的全部家庭成員居住。任何家庭成員(包括買方本人在內)倘事前未得房委會的書面同意,不再實際或永久居於該物業,則不論原因為何及時期長短,房委會有絕對權利要求買方將該物業在免除任何產權負擔之情況下以買賣協議所列明的售價,並在扣除任何經房委會核證為修復該物業的損壞或損毀的合理費用以及解除該物業任何產權負擔及擬備或批准轉讓該物業的開支和費用的款額(該款額經房委會如此決定及核證後即為最終及不可推翻的)後轉讓回房委會。而買方在收到房委會的書面要求後,須立即(及在任何情況下不遲於該要求日期起計28天內或房委會的指定日期,以較後日期為準)簽立轉讓契據(採用房委會準備或房委會以唯一及絕對酌情權批准的格式)將該物業在免除任何產權負擔之情況下轉讓回房委會,及在買方簽立轉讓契據之同時或之前,將該物業交吉予房委會。

### 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。
- 如所購麗玥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。
- 如所購麗玥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;
  - (ii) 與房委會所委聘的代表律師行商議代表你辦理購買單位事宜。
- 比較不同律師的收費。  
(請參閱第91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

- 查閱售樓說明書中麗玥苑的預計關鍵日期。
  - 「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」定義的詳情,請參閱條例第2條。
  - 售樓說明書中麗玥苑的預計關鍵日期並不同買方的「收樓日期」。
- 麗玥苑的收樓日期:
  - 房委會須於麗玥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。

consent of the HA, any family member, including the purchaser, ceases to actually or permanently live in the property for whatsoever reason(s) and for whatsoever period(s), the HA has the absolute right to require the purchaser to assign the property back to the HA free from encumbrances at the purchase price as set out in the ASP less any amount certified by the HA as being the reasonable cost of making good any damage or deterioration to the property and the costs and expenses for discharging any encumbrance(s) on the property and for preparing and/or approving the assignment of the property (the amount of which so determined and certified by the HA shall be final and conclusive). The purchaser shall forthwith upon the written request of the HA (and in any event not later than 28 days from the date of the request or the date as specified by HA, whichever is the later) execute an assignment (in the form to be prepared or approved by the HA in its sole and absolute discretion) of the property back to the HA free from encumbrances and on or before the purchaser's execution of the assignment, deliver to the HA vacant possession of the property.

### 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 Lai Yuet 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 Lai Yuet 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) consult with 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 91)

### For first-hand uncompleted residential properties

### 11 Estimated material date and handing over date

- Check the estimated material date for Lai Yuet 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 Lai Yuet 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 Lai Yuet Court:
  - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Lai Yuet 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).



- 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。
- 委任建築師可批予在預計關鍵日期之後完成麗玥苑。
- 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**

- 有關麗玥苑綠置居單位的轉讓限制，請參閱第130頁至131頁。
- 本銷售計劃下出售的麗玥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

- 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.
- Appointed Architect may grant extension(s) of time for completion of Lai Yuet 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 Lai Yuet Court, please refer to page 130 to page 131.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of GSH flats in Lai Yuet 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
麗玥苑	Lai Yuet Court
街道名稱及門牌號數	Name of street and street number
東京街3號* *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。	3 Tonkin Street* *The above street number is provisional and is subject to confirmation when the Development is completed.
樓層總數	Total number of storeys
<b>A座</b> ：43層(包括地庫(停車場)、地下、1樓、2樓至40樓及天台) <b>B座</b> ：43層(包括地庫(停車場)、地下、1樓、2樓至40樓及天台) <b>C座</b> ：43層(包括地庫、地下、1樓、2樓(社福設施)、3樓至40樓及天台)	<b>Block A</b> : 43 storeys (including Basement (Carpark), G/F, 1/F, 2/F-40/F and roof) <b>Block B</b> : 43 storeys (including Basement (Carpark), G/F, 1/F, 2/F-40/F and roof) <b>Block C</b> : 43 storeys (including Basement, G/F, 1/F, 2/F (Welfare Facilities), 3/F-40/F and roof)
樓層號數	Floor numbering
<b>A座</b> ：地庫、地下、1樓至40樓及天台 <b>B座</b> ：地庫、地下、1樓至40樓及天台 <b>C座</b> ：地庫、地下、1樓至40樓及天台	<b>Block A</b> : Basement, G/F, 1/F-40/F and roof <b>Block B</b> : Basement, G/F, 1/F-40/F and roof <b>Block C</b> : Basement, G/F, 1/F-40/F and roof
被略去的樓層號數	Omitted floor numbers
不適用	Not applicable
庇護層	Refuge floor
置於天台	Located on Main roof
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
2027年4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。	30 April 2027 (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：就麗玥苑而言：

1. 「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。
2. 房委會須於麗玥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)。
3. 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 Lai Yuet Court:

1. "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.
2. The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Lai Yuet Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
3. 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(七)	Chief Architect (7), Housing Department
承建商	Building contractor
新福港營造有限公司	Sun Fook Kong Construction Limited
代表賣方的律師事務所	Firm(s) of solicitors acting for the vendor
麥黃張律師行，陳添耀、陳瑛律師事務所，高露雲律師行	Gary Mak, Dennis Wong & Chang; Raymond T.Y. Chan, Victoria Chan & Co.; Wilkinson & Grist
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

k	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
l	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
m	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
n	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
o	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
p	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
q	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
r	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
s	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 – 270毫米

B座: 150毫米 – 270毫米

C座: 150毫米 – 270毫米

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

Block A: 150mm – 270mm

Block B: 150mm – 270mm

Block C: 150mm – 270mm

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	2樓 – 40樓 2/F – 40/F	1, 2	0.552
		3	0.760
		4, 5, 6, 9, 10, 11, 12	1.052
		7	1.398
		8, 13	1.615
		14, 15, 16, 17	0.917
		18, 19, 20, 21	0.553
		22	1.228
B	2樓 – 40樓 2/F – 40/F	1, 2, 3, 6, 13, 16, 17	0.553
		4	1.313
		5, 14, 15, 18	0.917
		7	1.063
		8	3.214
		9, 10	1.052
		11	1.951
		12	0.717
		19	1.428

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.)
C	3樓 - 40樓 3/F - 40/F	1, 2, 3, 6, 12, 14, 17, 18	0.553
		4	1.313
		5, 15, 16, 19	0.917
		7, 13	0.717
		8	3.214
		9, 10	1.052
		11	2.464
		20	1.428

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







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.



● 麗玥苑  
Lai Yuet Court

摘錄自地政總署測繪處於2023年3月2日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E197239C。

照片由空間數據共享平台入門網站提供，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. E197239C, dated 2 March 2023.

The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

註：

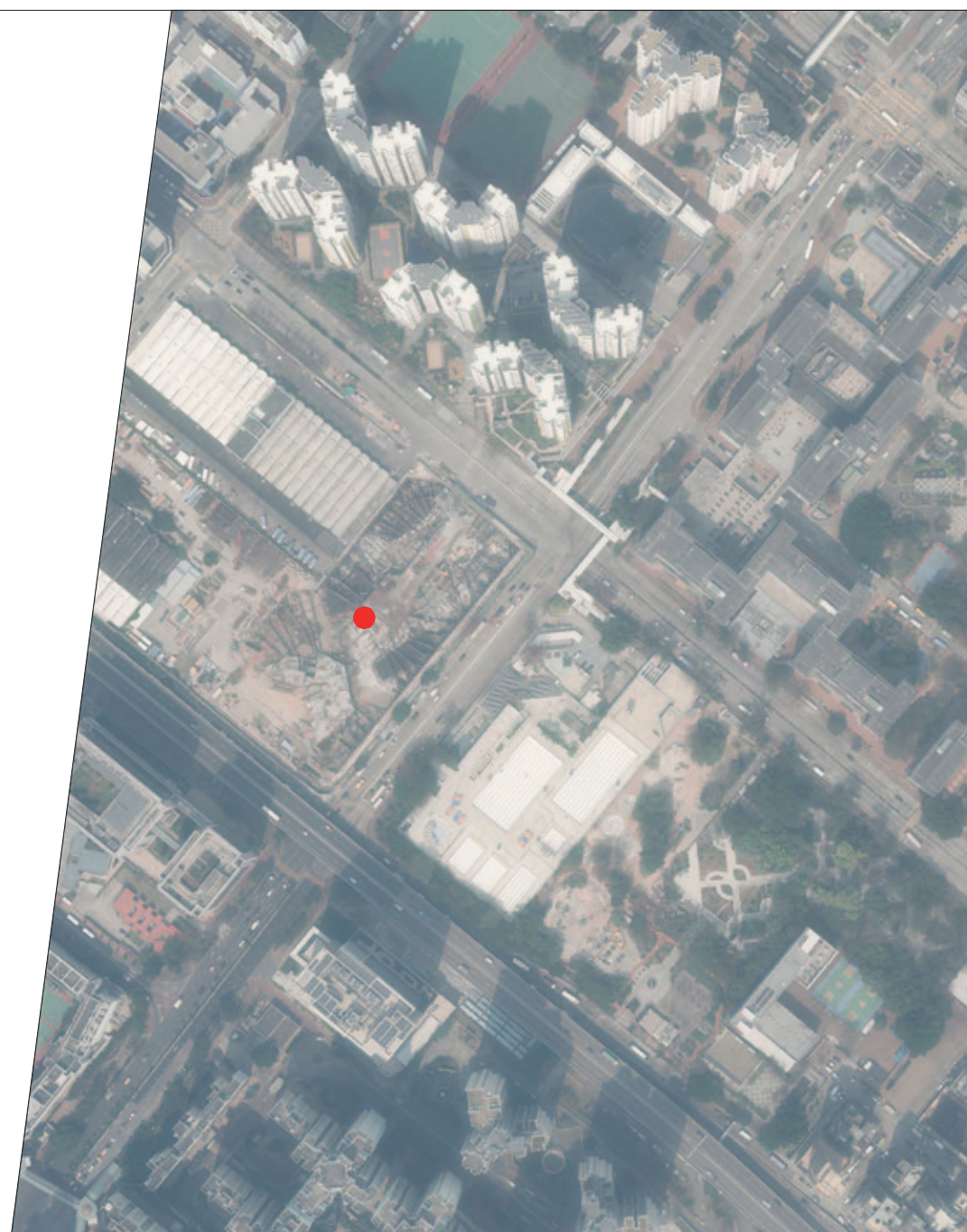
1. 該發展項目的鳥瞰照片之副本可於房委會綠置居銷售小組辦事處開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

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空白範圍。  
This blank area falls outside the coverage of the relevant aerial photograph.



● 麗玥苑  
Lai Yuet Court

摘錄自地政總署測繪處於2023年3月2日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E197237C。

照片由空間數據共享平台入門網站提供，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. E197237C, dated 2 March 2023.

The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

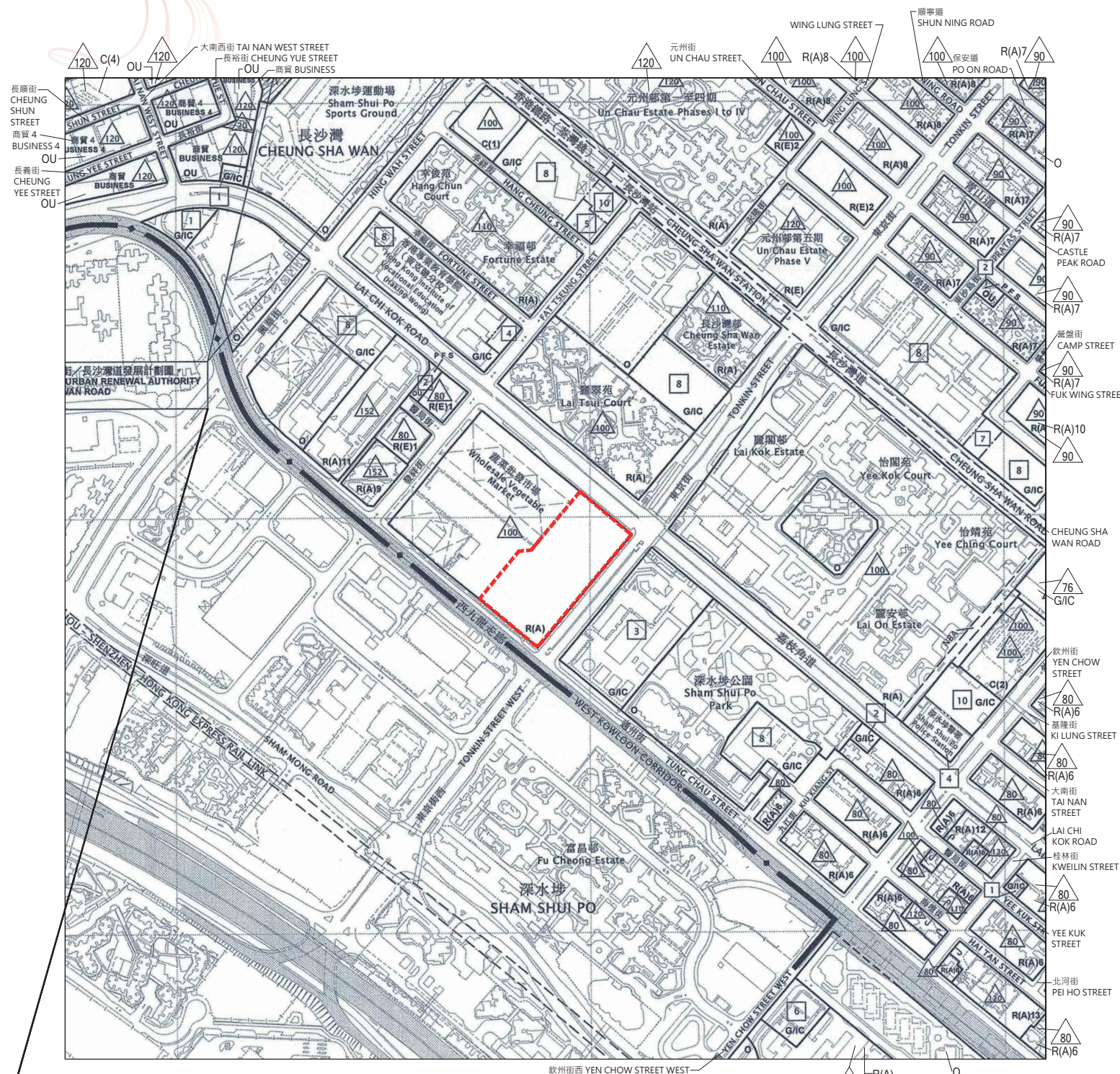
註：

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.





麗玥苑  
Lai Yuet Court

#### 圖例 NOTATION

地帶 ZONES					
C	商業	Commercial	G/I/C	政府、機構或社區	Government, Institution or Community
GB	綠化地帶	Green Belt	R(A)	住宅(甲類)	Residential (Group A)
OU	其他指定用途	Other Specified Uses	R(C)	住宅(丙類)	Residential (Group C)
O	休憩用地	Open Space	R(E)	住宅(戊類)	Residential (Group E)
交通 COMMUNICATIONS					
鐵路及車站(地下)		Railway and Station (Underground)	高架道路		Elevated Road
主要道路及路口		Major Road and Junction			
其他 MISCELLANEOUS					
規劃範圍界線		Boundary of Planning Scheme	市區重建局發展計劃圖範圍		Urban Renewal Authority Development Scheme Plan Area
建築物高度管制區界線		Building Height Control Zone Boundary	90	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)
NBA 非建築用地		Non-Building Area	8	最高建築物高度(樓層數目)	Maximum Building Height (in number of storeys)
PFS 加油站		Petrol Filling Station			

摘錄自2023年2月17日刊憲之長沙灣分區計劃大綱核准圖，圖則編號為S/K5/39。

Adopted from part of the approved Cheung Sha Wan Outline Zoning Plan No. S/K5/39 gazetted on 17 February 2023.

#### 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.

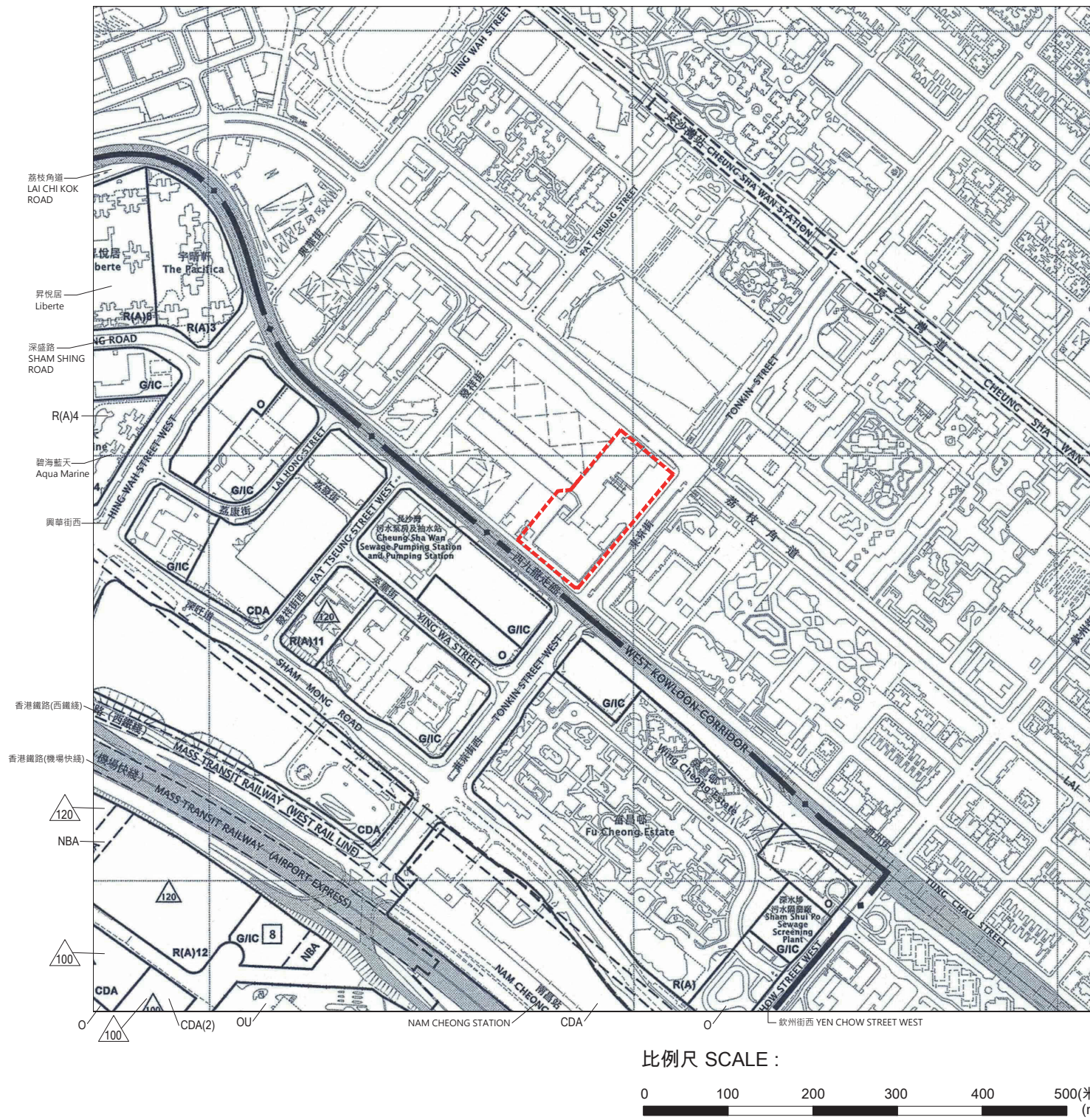
此區的土地用途地帶見市區重建局華街/長沙灣發展計劃圖。  
FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY CHEUNG WAH STREET / CHEUNG SHA WAN ROAD DEVELOPMENT SCHEME PLAN.

比例尺 SCALE :










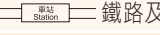
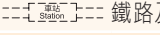
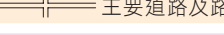

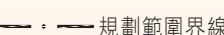

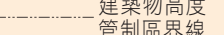

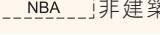




# 關於發展項目的分區計劃大綱圖 Outline Zoning Plan Relating to the Development



 麗玥苑  
Lai Yuet Court

## 圖例 NOTATION

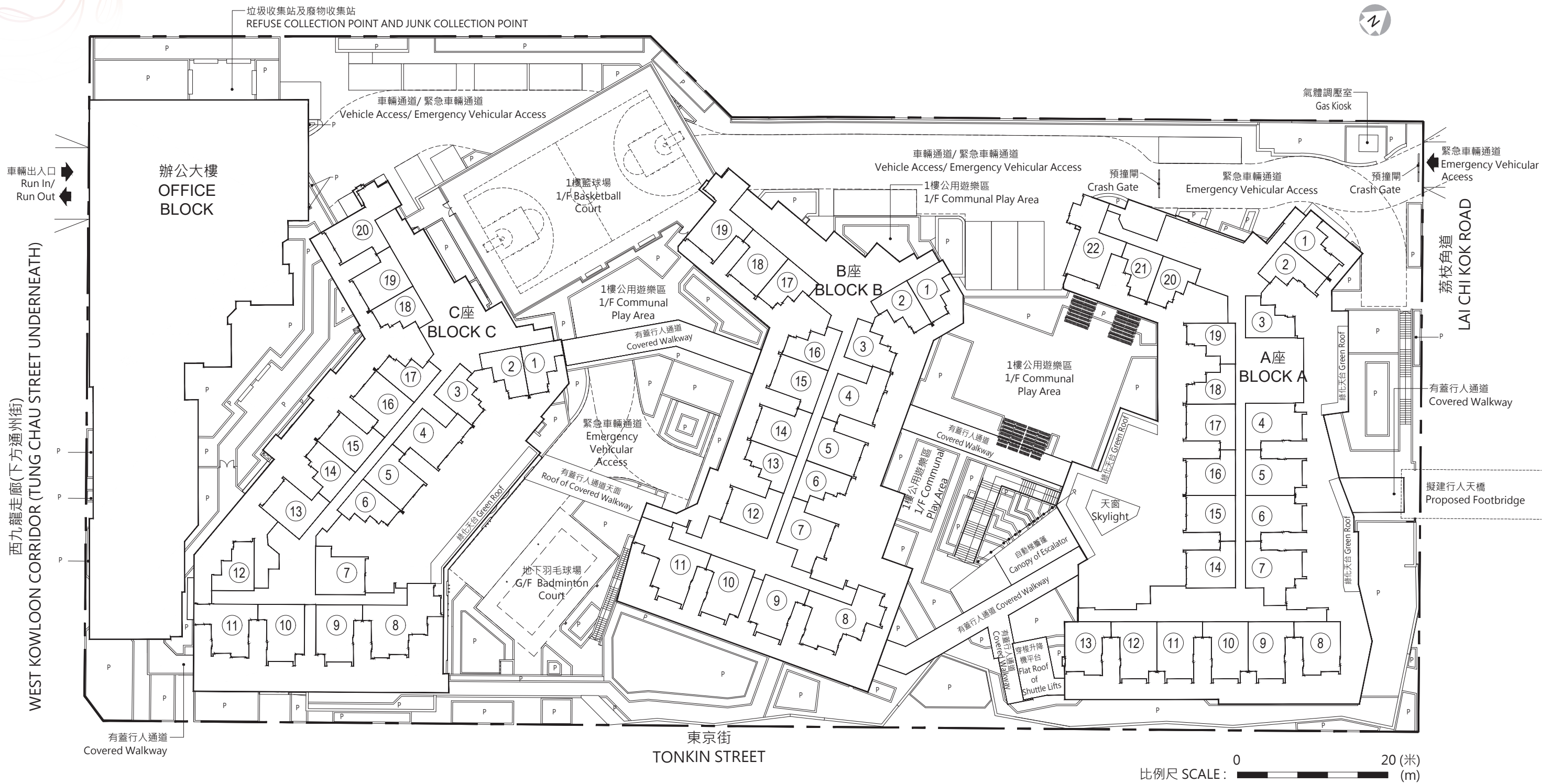
地帶 ZONES			
	商業 Commercial		住宅(甲類) Residential (Group A)
	休憩用地 Open Space		綜合發展區 Comprehensive Development Area
	其他指定用途 Other Specified Uses		工業 Industrial
	政府、機構或社區 Government, Institution or Community		
交通 COMMUNICATIONS			
	鐵路及車站 Railway and Station		鐵路及車站(地下) Railway and Station (Underground)
	主要道路及路口 Major Road and Junction		高架道路 Elevated Road
其他 MISCELLANEOUS			
	規劃範圍界線 Boundary of Planning Scheme		西九文化區發展 圖則範圍 West Kowloon Cultural District Development Plan Area
	建築物高度 管制區界線 Building Height Control Zone Boundary		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)
	非建築用地 Non-Building Area		最高建築物高度 (樓層數目) Maximum Building Height (in number of storeys)
	加油站 Petrol Filling Station		

摘錄自2014年10月3日刊憲之西南九龍分區計劃大綱核准圖，圖則編號為S/K20/30。  
Adopted from part of the approved South West Kowloon Outline Zoning Plan No. S/K20/30 gazetted on 3 October 2014.

- 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.





圖例 NOTATION

	地界	Lot Boundary
①	A座 2樓-40樓單位室號 B座 2樓-40樓單位室號 C座 3樓-40樓單位室號	Block A Flat Number on 2/F - 40/F Block B Flat Number on 2/F - 40/F Block C Flat Number on 3/F - 40/F
P	花槽	Planter
	花棚	Trellis

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：2027年7月31日。

Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development: 31 July 2027.

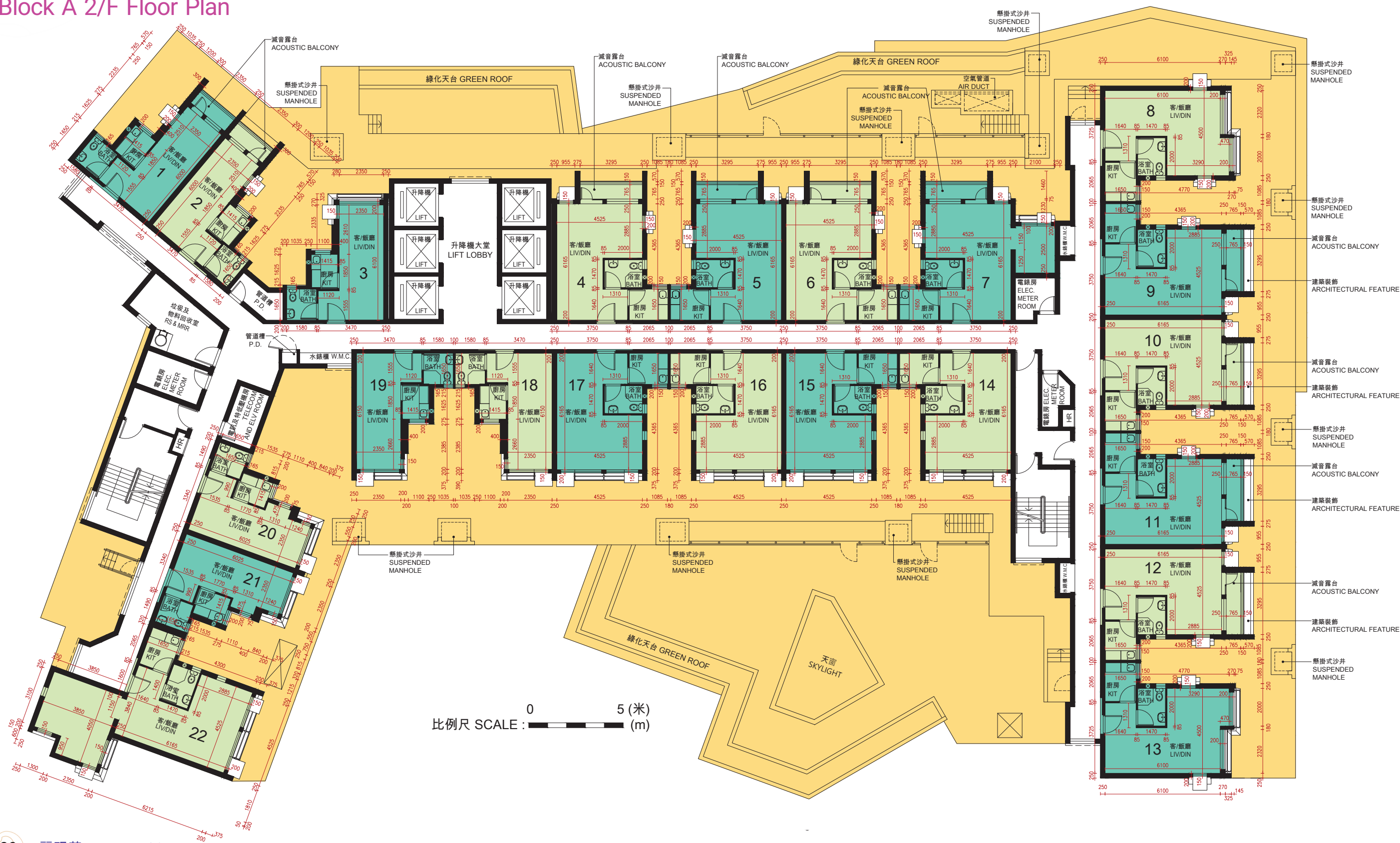
註：發展項目內的建築物或設施的預計落成日期為有關建築物或設施的佔用許可證的預計發出日期。

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.



A座2樓平面圖

Block A 2/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living/Dining Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C.	水錶櫃	Water Meter Cupboard
	簷篷 / 平台 / 綠化天台	Canopy / Flat Roof / Green Roof
	罩屋	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毫米及215毫米(1號至2號、4號至7號及9號至12號單位除外)。  
1號至2號、4號至7號及9號至12號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215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 and 215mm (except Flat 1 to 2, 4 to 7 and 9 to 12).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 1 to 2, 4 to 7 and 9 to 12 are 130mm, 160mm and 215mm.
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3樓至40樓平面圖

### Block A 3/F-40/F Floor Plan





圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(40樓除外)。  
40樓每個住宅物業的層與層之間的高度為2.79米及2.965米。
2. 3樓至39樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(1號至2號、4號至7號及9號至12號單位除外)。  
3樓至39樓的1號至2號、4號至7號及9號至12號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215毫米。  
40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(1號至2號、4號至7號及9號至12號單位除外)。  
40樓的1號至2號、4號至7號及9號至12號單位每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、375毫米及450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 40/F).  
The floor-to-floor height of each residential property on 40/F are 2.79m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 3/F to 39/F are 160mm and 215mm (except Flat 1 to 2, 4 to 7 and 9 to 12).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 1 to 2, 4 to 7 and 9 to 12 on 3/F to 39/F are 130mm, 160mm and 215mm.  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm and 375mm (except Flat 1 to 2, 4 to 7 and 9 to 12).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 1 to 2, 4 to 7 and 9 to 12 on 40/F are 200mm, 375mm and 450mm.
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.

B座2樓平面圖

Block B 2/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living/Dining Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C.	水錶櫃	Water Meter Cupboard
	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毫米及215毫米(9號至11號單位除外)。  
9號至11號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215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 and 215mm (except Flat 9 to 11).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 to 11 are 130mm, 160mm and 215mm.
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3樓至40樓平面圖

Block B 3/F-40/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(40樓除外)。  
40樓每個住宅物業的層與層之間的高度為2.79米及2.965米。
2. 3樓至39樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(9號至11號單位除外)。  
3樓至39樓的9號至11號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215毫米。  
40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(9號至11號單位除外)。  
40樓的9號至11號單位每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、375毫米及450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 40/F).  
The floor-to-floor height of each residential property on 40/F are 2.79m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 3/F to 39/F are 160mm and 215mm (except Flat 9 to 11).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 to 11 on 3/F to 39/F are 130mm, 160mm and 215mm.  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm and 375mm (except Flat 9 to 11).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 to 11 on 40/F are 200mm, 375mm and 450mm.
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.





圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living/Dining Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C.	水錶櫃	Water Meter Cupboard
	簷篷 / 平台 / 綠化天台	Canopy / Flat Roof / Green 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毫米及215毫米(9號及10號單位除外)。  
9號及10號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215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 and 215mm (except Flat 9 and 10).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 and 10 are 130mm, 160mm and 215mm.
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。

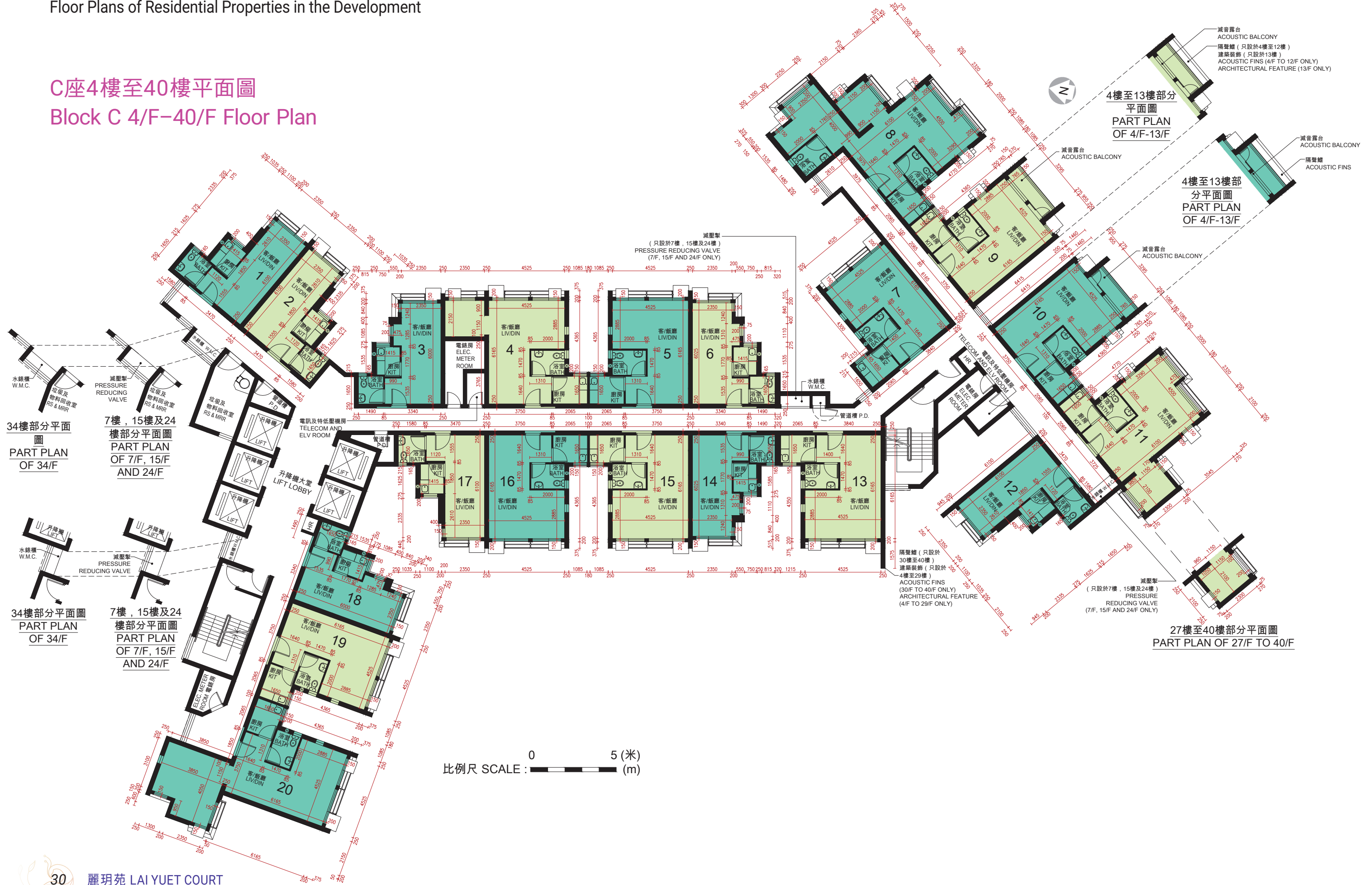
Note: The dimensions on the floor plan are all structural dimensions in millimetre.



發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

C座4樓至40樓平面圖  
Block C 4/F-40/F Floor Plan



34樓部分平面圖  
PART PLAN OF 34/F

7樓, 15樓及24樓部分平面圖  
PART PLAN OF 7/F, 15/F AND 24/F

34樓部分平面圖  
PART PLAN OF 34/F

7樓, 15樓及24樓部分平面圖  
PART PLAN OF 7/F, 15/F AND 24/F

4樓至13樓部分平面圖  
PART PLAN OF 4/F-13/F

4樓至13樓部分平面圖  
PART PLAN OF 4/F-13/F

27樓至40樓部分平面圖  
PART PLAN OF 27/F TO 40/F

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(40樓除外)。  
40樓每個住宅物業的層與層之間的高度為2.79米及2.965米。
2. 4樓至39樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(9號及10號單位除外)。  
4樓至39樓的9號及10號單位每個住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215毫米。  
40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(9號及10號單位除外)。  
40樓的9號及10號單位每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、375毫米及450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 40/F).  
The floor-to-floor height of each residential property on 40/F are 2.79m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 4/F to 39/F are 160mm and 215mm (except Flat 9 and 10).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 and 10 on 4/F to 39/F are 130mm, 160mm and 215mm.  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm and 375mm (except Flat 9 and 10).  
The thicknesses of the floor slabs (excluding plaster) of each residential property of Flat 9 and 10 on 40/F are 200mm, 375mm and 450mm.
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.



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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
A座 Block A	2樓-40樓 2/F-40/F	1	<b>29.1 (313)</b> 露台 Balcony: 2.8 (30) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		2	<b>29.0 (312)</b> 露台 Balcony: 2.8 (30) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		3	<b>27.2 (293)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		4	<b>39.2 (422)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 6	<b>38.4 (413)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	<b>46.1 (496)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8, 13	<b>36.3 (391)</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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
A座 Block A	2樓-40樓 2/F-40/F	9, 10, 11, 12	<b>38.7 (417)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		14	<b>35.3 (380)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		15, 16, 17	<b>34.5 (371)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		18, 21	<b>26.0 (280)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		19	<b>26.9 (290)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		20	<b>26.1 (281)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		22	<b>53.5 (576)</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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
B座 Block B	2樓-40樓 2/F-40/F	1, 2	26.5 (285) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		3, 16	26.6 (286) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		4	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 14, 15, 18	34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6, 13	26.0 (280) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	42.4 (456) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8	60.0 (646) 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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
B座 Block B	2樓-40樓 2/F-40/F	9, 10	<b>39.5 (425)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		11	<b>57.0 (614)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		12	<b>36.0 (388)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		17	<b>26.2 (282)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		19	<b>53.1 (572)</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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
C座 Block C	3樓-40樓 3/F-40/F	1, 2	26.5 (285) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		3, 17	26.6 (286) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		4	42.0 (452) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 15, 16, 19	34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		6	26.4 (284) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7, 13	36.1 (389) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		8	60.0 (646) 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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
C座 Block C	3樓-40樓 3/F-40/F	9, 10	<b>39.5 (425)</b> 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		11	<b>42.7 (460)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		12	<b>27.4 (295)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		14	<b>26.0 (280)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		18	<b>26.2 (282)</b> 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		20	<b>53.1 (572)</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.



# 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	2	11.0 x 3.5	38.50
 有蓋上落客貨停車位 Covered Loading and Unloading Bays	6	11.0 x 3.5	38.50
 部分有蓋上落客貨停車位 Partially Covered Loading and Unloading Bays	3	11.0 x 3.5	38.50
 有蓋24座小巴停車位 Covered 24-seater Van Parking Space	1	8.5 x 3.0	25.50
 部分有蓋垃圾車專用車位 Partially Covered Loading and Unloading Space Reserved for Refuse Collection Vehicle	1	12.0 x 5.0	60.00
 露天輕型貨車停車位 Open Light Goods Vehicle Parking Spaces	4	7.0 x 3.5	24.50
 部分有蓋輕型貨車停車位 Partially Covered Light Goods Vehicle Parking Spaces	3	7.0 x 3.5	24.50
 有蓋輕型貨車停車位 Covered Light Goods Vehicle Parking Space	1	7.0 x 3.5	24.50
 有蓋的士落客點 Covered Taxi Drop Off Point	1	5.0 x 2.5	12.50







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

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



圖例 NOTATION

	地界	Lot Boundary
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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	191	5.0 x 2.5	12.50
 有蓋電單車停車位 Covered Motorcycle Parking Spaces	22	2.4 x 1.0	2.40
 有蓋暢通易達汽車停車位 (設有1.435米寬共用上落車位) Covered Accessible Car Parking Spaces (with 1.435m wide Common Loading and Unloading Area)	2	5.0 x 2.5	12.50
 有蓋暢通易達汽車停車位 (設有1米寬上落車位) Covered Accessible Car Parking Spaces (with 1m wide Loading and Unloading Area)	1	5.0 x 2.5	12.50



# 14

## 臨時買賣合約的摘要

### Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable



## 處理以下各項的條文的摘要：

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

## A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括暢通易達洗手間、空氣管道、鋁質面板裝飾、建築裝飾(構成「住宅大廈公用地方與設施」之部分及構成「房屋委員會樓宇」之部分除外)、技工工場、緩衝水缸、潔淨服務承辦商、清潔和灌溉泵房及水缸房、有蓋車輛通道/緊急車輛通道、柵欄、電力管道(構成「住宅大廈公用地方與設施」之部分除外)、電錶房(構成「住宅大廈公用地方與設施」之部分除外)、緊急車輛通道、緊急車輛通道出入口、屋苑管理處、外牆(構成「住宅大廈公用地方與設施」之部分及構成「房屋委員會樓宇」之部分除外)(為免存疑，外牆包括「政府屋宇」的外牆)、女洗手間、花灑控制閥及消防控制中心、消防檢測儀錶櫃(構成「住宅大廈公用地方與設施」之部分除外)、消防入水掣櫃、消防泵房、食水及沖廁水泵及水缸房、氣體調壓室、廢物收集站、升降機(構成「住宅大廈公用地方與設施」之部分除外)、升降機大堂(構成「住宅大廈公用地方與設施」之部分除外)、「垃圾車專用車位」、總電掣房(構成「住宅大廈公用地方與設施」之部分除外)、男洗手間、總水錶房、物料回收房、根據「該租契」第3.18(a)條提供的休憩空間(構成「住宅大廈公用地方與設施」之部分除外)、業主立案法團辦事處、管道槽(構成「住宅大廈公用地方與設施」之部分除外)、垃圾收集站、有蓋行人通道的上蓋(構成「住宅大廈公用地方與設施」之部分除外)、車輛出入口、花灑泵房、街道消防栓水缸、的士落客處、電訊及廣播室、電訊及廣播設備室(構成「住宅大廈公用地方與設施」之部分除外)、變壓器房(構成「住宅大廈公用地方與設施」之部分除外)、車輛通道/緊急車輛通道、「該等項目」以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非為其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則以橙色及橙色加黑交叉斜線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」及任何「副公契」

## Summary of Provisions that Deal with the Following Matters:

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

## A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole, and not just any particular part thereof, and shall include, accessible toilet, air ducts, aluminium cladding features, architectural features (other than those forming part of the Residential Blocks Common Areas and Facilities and the HA Accommodation), artisans’ workshop, buffer tanks, cleansing contractor’s office, cleansing & irrigation water pump and tank room, covered vehicle access / emergency vehicular access, drop gates, electrical duct (other than those forming part of the Residential Blocks Common Areas and Facilities), electrical meter rooms (other than those forming part of the Residential Blocks Common Areas and Facilities), emergency vehicular accesses, emergency vehicular access entrance, estate management office, external walls (other than those forming part of the Residential Blocks Common Areas and Facilities and those forming part of the HA Accommodation) (for the avoidance of doubt, external walls shall include the external walls of the Government Accommodation), female toilet, fire control centre & sprinkler control valve room, fire services check meter cabinet (other than those forming part of the Residential Blocks Common Areas and Facilities), fire services inlet cabinets, fire services pump room, fresh & flush water pump and tank room, gas kiosk, junk collection point, lifts (other than those forming part of the Residential Blocks Common Areas and Facilities), lift lobbies (other than those forming part of the Residential Blocks Common Areas and Facilities), Loading and Unloading Space for Refuse Collection Vehicles, main switch room (other than those forming part of the Residential Blocks Common Areas and Facilities), male toilet, master water meter room, material recovery chamber, open space(s) provided under Clause 3.18(a) of the said lease (other than those forming part of the Residential Blocks Common Areas and Facilities), owners’ corporation office, pipe ducts (other than those forming part of the Residential Blocks Common Areas and Facilities), refuse collection point, roofs of covered walkway (other than those forming part of the Residential Blocks Common Areas and Facilities), run in / run out, sprinkler pump room, street fire hydrant water tanks, taxi drop off point, telecommunications and broadcasting room, telecommunications and broadcasting equipment room (other than those forming part of the Residential Blocks Common Areas and Facilities), transformer room (other than those forming part of the Residential Blocks Common Areas and Facilities), vehicle access / emergency vehicular access, the Items, 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 identification purpose only, are shown coloured ORANGE and ORANGE CROSS HATCHED BLACK (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC (the accuracy of such plans has been certified by the Authorized Person) 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 and any Sub-DMC (if any) but shall exclude the Residential Blocks Common Areas and Facilities, those installations

## 公契的摘要

### Summary of Deed of Mutual Covenant

(如有)之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施，但不包括「住宅大廈公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」指及包括隔聲簷、建築裝飾(構成「屋苑公用地方與設施」之部分除外)、自動讀錶系統室(構成「房屋委員會樓宇」之部分除外)、羽毛球場、籃球場、浴室、電纜管道、電纜管道房、公用遊樂區、簷篷、罩屋、去水井、電力管道(構成「屋苑公用地方與設施」之部分除外)、電錶房(構成「屋苑公用地方與設施」之部分除外)、緊急發電機房、「住宅大廈」的外牆(構成「屋苑公用地方與設施」之部分及構成「房屋委員會樓宇」之部分除外)、消防檢測儀錶櫃(構成「屋苑公用地方與設施」之部分除外)、消防給水、消防入水掣櫃、消防中途泵房、消防泵及消防上水泵房、消防水缸、平台、沖廁水泵房、沖廁水水缸、食水及沖廁水泵房、食水及沖廁水泵房、食水增壓泵房、食水泵房、食水水缸、「綠化範圍」、綠化天台、保安員櫃位、園景區、廁所、升降機(構成「屋苑公用地方與設施」之部分除外)、升降機大堂(構成「屋苑公用地方與設施」之部分除外)、升降機機房、升降機井道、「住宅大廈上落客貨停車位」、主大堂、主平台、總電掣房(構成「屋苑公用地方與設施」之部分除外)、維修平台、非結構預製外牆(現於「公契」所夾附的圖則標註為「PF」，以資識別)、根據「該租契」第3.18(a)條提供的休憩空間(構成「屋苑公用地方與設施」之部分除外)、管道槽(構成「屋苑公用地方與設施」之部分除外)、花槽、減壓掣、鋼筋混凝土樑、垃圾及物料回收房、庇護間、垃圾及物料回收室、有蓋行人通道的上蓋(構成「屋苑公用地方與設施」之部分除外)、安全設備房、天窗、儲物室、乒乓球區、電訊及廣播設備室(構成「屋苑公用地方與設施」之部分除外)、電訊及特低壓機房、電訊管道、電訊房、繫樑、洗手間、轉換層、變壓器房(構成「屋苑公用地方與設施」之部分除外)、花棚、通風管道、通風管道房、維修平台，以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體提供服務的任何其他地方、系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則以棕色、棕色加黑斜線、棕色加黑交叉斜線及棕色加黑交叉斜線加黑十字顯示及以紅色虛線為界顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及「房委會」可隨時按照「公契」及任何「副公契」(如有)指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但並不包括「屋苑公用地方與

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” shall mean and include, acoustic fins, architectural features (other than those forming part of the Estate Common Areas and Facilities), automatic meter reading rooms (other than those forming part of the HA Accommodation), badminton court, basketball court, bathroom, cable ducts, cable duct rooms, communal play areas, canopies, dog houses, drain pit, electrical ducts (other than those forming part of the Estate Common Areas and Facilities), electrical meter rooms (other than those forming part of the Estate Common Areas and Facilities), emergency generator rooms, external walls of the Residential Blocks (other than those forming part of the Estate Common Areas and Facilities and those forming part of the HA Accommodation), fire services check meter cabinet (other than those forming part of the Estate Common Areas and Facilities), fire services feed, fire services inlet cabinet, fire services intermediate booster and pump room, fire services pump and fire services feed pump room, fire services water tanks, flat roofs, flush water pump room, flush water tanks, fresh and flush water pump room, fresh water and flush water pump room, fresh water booster pump rooms, fresh water pump room, fresh water tanks, Greenery Area, green roofs, guard counters, landscape area, lavatories, lifts (other than those forming part of the Estate Common Areas and Facilities), lift lobbies (other than those forming part of the Estate Common Areas and Facilities), lift machine rooms, lift shafts, Loading and Unloading Spaces for the Residential Blocks, main lobbies, main roofs, main switch rooms (other than those forming part of the Estate Common Areas and Facilities), maintenance platforms, non-structural pre-fabricated external walls (which, for the purpose of identification, are shown marked “PF” on the plans annexed to the DMC), open space(s) provided under Clause 3.18(a) of the said lease (other than those forming part of the Estate Common Areas and Facilities), pipe ducts (other than those forming part of the Estate Common Areas and Facilities), planters, pressure reducing valves, R.C. beams, refuse storage and material recovery chambers, refuge areas, refuse storage & material recovery rooms, roofs of covered walkway (other than those forming part of the Estate Common Areas and Facilities), security equipment rooms, skylight, store room, table tennis area, telecommunications and broadcasting equipment room(s) (other than those forming part of the Estate Common Areas and Facilities), telecommunications and extra low voltage rooms, telecom ducts, telecom rooms, tie beam, toilets, transfer plate, transformer rooms (other than those forming part of the Estate Common Areas and Facilities), trellises, vent ducts, vent duct rooms, working platforms, and any other areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for identification purpose only, are shown coloured BROWN, BROWN HATCHED BLACK, BROWN CROSS HATCHED BLACK and BROWN CROSS HATCHED BLACK WITH BLACK CROSS and indicated with PECKED RED LINE (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC (the accuracy of such plans has been certified by the Authorized Person) and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the HA in accordance with the DMC and any Sub-DMC (if any) but shall exclude the Estate Common Areas and Facilities, those installations



設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「住宅大廈」內由個別「業主」擁有和專有權持有、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。

belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within any part of the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within any part of the Residential Blocks serving only any particular Owner.

**B** 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A座 Block A	2樓 – 40樓 2/F – 40/F	1, 2	46 / 163,054
		3	43 / 163,054
		4	62 / 163,054
		5, 6, 9, 10, 11, 12	61 / 163,054
		7	73 / 163,054
		8, 13	57 / 163,054
		14	56 / 163,054
		15, 16, 17	54 / 163,054
		18, 20, 21	41 / 163,054
		19	42 / 163,054
		22	84 / 163,054
		B座 Block B	2樓 – 40樓 2/F – 40/F
4	66 / 163,054		
5, 14, 15, 18	55 / 163,054		
6, 13, 17	41 / 163,054		
7	67 / 163,054		
8	95 / 163,054		
9, 10	62 / 163,054		
11	90 / 163,054		
12	57 / 163,054		
19	84 / 163,054		



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
C座 Block C	3樓 – 40樓 3/F – 40/F	1, 2, 3, 6, 17	42 / 163,054
		4	66 / 163,054
		5, 15, 16, 19	55 / 163,054
		7, 13	57 / 163,054
		8	95 / 163,054
		9, 10	62 / 163,054
		11	67 / 163,054
		12	43 / 163,054
		14, 18	41 / 163,054
		20	84 / 163,054

### 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)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」簽署日起計二十四(24)個曆月或直至「業主立案法團」成立為止(以較早者為準),及必須繼續擔任「經理人」,直至「房委會」的任命按照「公契」的條文終止為止。

### 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), HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of the DMC or until an Owners' Corporation is formed, whichever is the earlier, and shall continue to be the Manager for such further period until the termination of HA's appointment in accordance with the provisions of the DMC.

### D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

(1) 每名「業主」均須繳付「經理人」釐定的月費,以分擔「管理開支」,攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算,並由「經理人」根據「公契」條文制訂的周年財政預算訂定。

每份周年財政預算須包括兩個部分:-

(a) 第一部分須分為於「公契」第53(a)條所列出的3個分部分。

(b) 第二部分須涵蓋於「公契」第53(b)條所列出的開支,

但受制於「公契」第53條載有的但書。

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

(1) Each of the Owners shall pay a monthly sum as determined by the Manager as being the due proportion of Management Expenses, 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.

Every annual budget shall be in 2 parts:-

(a) The first part shall be divided into 3 sections as set out in Clause 53(a) of the DMC.

(b) The second part shall cover expenditure as set out in Clause 53(b) of the DMC, subject to the provisos as contained in Clause 53 of the DMC.

(2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A座 Block A	2樓 – 40樓 2/F – 40/F	1, 2	46 / 163,044
		3	43 / 163,044
		4	62 / 163,044
		5, 6, 9, 10, 11, 12	61 / 163,044
		7	73 / 163,044
		8, 13	57 / 163,044
		14	56 / 163,044
		15, 16, 17	54 / 163,044
		18, 20, 21	41 / 163,044
		19	42 / 163,044
		22	84 / 163,044
		B座 Block B	2樓 – 40樓 2/F – 40/F
4	66 / 163,044		
5, 14, 15, 18	55 / 163,044		
6, 13, 17	41 / 163,044		
7	67 / 163,044		
8	95 / 163,044		
9, 10	62 / 163,044		
11	90 / 163,044		
12	57 / 163,044		
19	84 / 163,044		

## 公契的摘要

### Summary of Deed of Mutual Covenant

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
C座 Block C	3樓 - 40樓 3/F - 40/F	1, 2, 3, 6, 17	42 / 163,044
		4	66 / 163,044
		5, 15, 16, 19	55 / 163,044
		7, 13	57 / 163,044
		8	95 / 163,044
		9, 10	62 / 163,044
		11	67 / 163,044
		12	43 / 163,044
		14, 18	41 / 163,044
		20	84 / 163,044

#### **E** 計算管理費按金的基準

每個「單位」的「業主」須向「經理人」支付並由「經理人」無利息下保存一筆管理費按金，其金額不多於「經理人」根據首年「管理開支」預算訂定之「業主」就其「單位」於「公契」條文下應付每月款項的三倍。

#### **F** 賣方在發展項目中保留作自用的範圍

不適用

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

The Owner of each Unit shall pay to and at all times keep deposited with the Manager, free of interest, a sum not exceeding 3 times the monthly sum payable by the Owner under the provisions of the DMC in respect of the Unit as determined by the Manager based on the first year's budgeted Management Expenses.

#### **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。已獲批核「公契」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，並可於房委會就出售麗玥苑所指定的互聯網網站內閱覽。

Note: For full details of the above provisions and other provisions in the DMC, please refer to the DMC. Full script of the approved form of DMC is available for inspection free of charge during opening hours at the 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 Lai Yuet Court.



# 16 批地文件的摘要

## Summary of Land Grant

位於新九龍內地段第6619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2024年3月4日。

- 1 該發展項目位於新九龍內地段第6619號(下稱「該地段」)。
- 2 「該地段」的批租年期為50年,由2024年3月4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「該租契」日期後的所有時間在每當有需要或情況要求時妥善及足夠地自費管理、修理、維護、支持、保養、鋪設、清洗、刷淨、清潔、清空、改動及保持「該地段」及「該租契」日期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」內的山坡、擋土結構和護土牆,及所有屬於和以任何形式屬於或附屬於「該地段」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、支付及容許製造、建築、維修及修改「該地段」或其任何部分所需或在「該地段」內或屬於「該地段」並與其他附近或毗鄰的樓宇共用的所有或任何道路、巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。該份數及部分將由「署長」指定及決定(其決定為最終決定及對「承租人」具約束力)及將由「署長」以未付之地租形式徵收。
- 5 「該租契」條款第3.13條訂明:  
除「該租契」的條款及契諾另有規定外,「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」的建築物或其任何部分作私人住宅及「該租契」條款第3.14(c)及3.14(d)條所述的該等屋宇及其他設施及「該租契」所述的該等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」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)條及第3.14(d)條訂明:  
(c) 受制於「該租契」條款第3.14(a)條的規定下,「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供並保養:  
(i) 不多於4,400平方米及不少於2,700平方米的商業總樓面面積;

The government lease governing the Development entered into by The Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of New Kowloon Inland Lot No. 6619 ("the said lease") is dated the 4th day of March 2024.

- 1 The Development is situated on New Kowloon Inland Lot No. 6619 ("the Lot").
- 2 The Lot is granted for a term of 50 years ("Lease Term") commencing from the 4th day of March 2024.
- 3 Clause No. 3.3 of the said lease stipulates that:  
The Lessee shall from time to time and at all times after the date of the said lease, 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 after the date of the said lease 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 said lease stipulates that:  
The Lessee shall during the Lease Term as often as need shall require bear, pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the 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 said lease stipulates that:  
Subject to the terms and covenants contained in the said lease, the Lessee shall not use or permit or suffer to be used the 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 Clauses Nos. 3.14(c) and 3.14(d) of the said lease and ancillary facilities as referred to in the said lease and in particular, any 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 Clauses Nos. 3.14(c) and 3.14(d) of the said lease stipulate that:  
(c) subject to Clause No. 3.14(a) of the said lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:  
(i) commercial gross floor area of not more than 4,400 square metres and not less than 2,700 square metres;

- (ii) 總樓面面積為不多於10,200平方米及不少於6,200平方米的辦公室及數據中心，以供房屋署佔用及使用，及受制於「該租契」條款第3.20條的規定下由「承租人」分租予其他政府各局或部門；
  - (iii) 由六個課室(或教育局常任秘書長不時批准的該等其他數目的課室)組成的幼稚園連同該等附屬設施(以下統稱「幼稚園」)，或教育局常任秘書長不時批准的該等其他教育機構，但須遵照「署長」施加的條件(包括繳付任何其要求的行政費及補價或兩者)，其總樓面面積為不少於590平方米，及就「該租契」條款第3.14(c)(iii)條而言，教育局常任秘書長就何謂課室、幼稚園及其他教育機構作出的決定為最終決定，並對「承租人」具約束力；及
  - (iv) 「該租契」條款第3.22條所提述的「政府屋宇」，其總樓面面積為不少於2,750平方米；
- (d) 「承租人」可於「該地段」上興建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，其中包括：
- (i) 供就「該地段」及已建或擬建於「該地段」的建築物已成立或擬成立的業主委員會或業主立案法團使用的辦事處，及就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，受制於「該租契」條款第5.4(d)條的規定下，根據「該租契」條款第3.14(d)(i)條在「該地段」內提供的辦事處如不超過35平方米不應該被納入計算，而任何總樓面面積超過35平方米的辦事處則應該被納入計算；及
  - (ii) 作屋苑管理用途之屋宇，及就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，受制於「該租契」條款第5.4(d)條的規定下，根據「該租契」條款第3.14(d)(ii)條在「該地段」內提供的屋宇如不超過230平方米不應該被納入計算，而任何總樓面面積超過230平方米的屋宇則應該被納入計算。

#### 7 「該租契」條款第3.15(c)條訂明：

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾，

- (i) 「承租人」須自費向房屋局常任秘書長提交一份圖則供房屋局常任秘書長書面批准，該圖則須標示將會於「該地段」或已建或擬建於「該地段」的建築物內提供及維持綠化(包括但不限於提供栽種於土壤的植物)的部分(下稱「綠化範圍」)、「綠化範圍」的布局和面積以及其他房屋局常任秘書長可全權酌情要求或指定的資料(包括但不限於「綠化範圍」的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」)。房屋局常任秘書長就「綠化建議書」內何謂綠化及「該地段」或建築物的哪些部分構成「綠化範圍」作出的決定為最終決定，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(c)條

- (ii) office and data centre having a total gross floor area of not more than 10,200 square metres and not less than 6,200 square metres to be occupied and used by the Housing Department, and subject to Clause No. 3.20 of the said lease, to be underlet by the Lessee to other Government bureaux or departments;
  - (iii) a kindergarten comprising six classrooms (or such other number of classroom as may be approved from time to time by the Permanent Secretary for Education) together with such ancillary facilities (hereinafter collectively referred to as "the Kindergarten"), or such other educational institutions as may be approved from time to time by the Permanent Secretary for Education and in conformity with any conditions imposed by the Director including the payment of any administrative fee and premium as he may require, or both, having a total gross floor area of not less than 590 square metres, and for the purpose of Clause No. 3.14 (c)(iii) of the said lease, the decision of the Permanent Secretary for Education as to what constitute a classroom, the Kindergarten and other educational institutions shall be final and binding on the Lessee; and
  - (iv) the Government Accommodation referred to in Clause No. 3.22 of the said lease having a total gross floor area of not less than 2,750 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:
- (i) office for use by the Owners' Committee or the Owners' Corporation formed or to be formed in respect of the Lot and the building or buildings erected or to be erected thereon and for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease, subject to Clause No. 5.4(d) of the said lease, office provided within the Lot in accordance with Clause No. 3.14(d) (i) of the said lease which does not exceed 35 square metres shall not be taken into account and any gross floor area in excess of 35 square metres shall be taken into account for such calculation; and
  - (ii) accommodation for estate management purposes and for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease, subject to Clause No. 5.4(d) of the said lease, accommodation provided within the Lot in accordance with Clause No. 3.14(d)(ii) of the said lease with a total gross floor area of not exceeding 230 square metres shall not be taken into account and any gross floor area in excess of 230 square metres shall be taken into account for such calculation.

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

Upon development and redevelopment of the Lot and subject to the terms and covenants contained in the said lease,

- (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



而言，「建築工程」應根據《建築物條例》、任何其下的規例及任何修訂法例而界定。

- (ii) 「承租人」須根據獲批的「獲批准綠化建議書」自費實施及完成「綠化範圍」的建築工程，並在及後以在所有方面令房屋局常任秘書長滿意的方式對其作出保養。除非得到房屋局常任秘書長的事先書面批准，否則不得對「獲批准綠化建議書」或標示「綠化範圍」的圖則作出修訂、改動、更改、修改或取代。
- (iii) 除非得到房屋局常任秘書長的事先書面批准，於「獲批准綠化建議書」內顯示的「綠化範圍」須被指定為「該租契」條款第3.23(a)(v)條所指的「公用地方」並成為其中一部分，及該「綠化範圍」不得被用作根據「獲批准綠化建議書」中列明的布局、面積、位置及詳情的「綠化範圍」以外的任何用途。

**8 「該租契」條款第3.16條訂明：**

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

**9 「該租契」條款第3.17條訂明：**

「承租人」未經「署長」事先書面同意，不得移除或干擾生長於「該地段」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。

**10 「該租契」條款第3.18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7,104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及佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。「署長」就何謂休憩空間作出的決定為最終決定及對「承租人」具約束力。
- (b) 根據「該租契」條款第3.18(a)條提供的休憩空間須被指定為「該租契」條款第3.23(a)(v)條所指的「公用地方」並成為其中一部分。

**11 「該租契」條款第3.19條訂明：**

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

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 Clause No. 3.15(c) of the said lease, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

- (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. 3.23(a)(v) of the said 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 Clause No. 3.16 of the said lease stipulates that:**

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

**9 Clause No. 3.17 of the said 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.

**10 Clause No. 3.18 of the said 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 7,104 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 Clause No. 3.18(a) of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.23(a)(v) of the said lease.

**11 Clause No. 3.19 of the said 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.



12 「該租契」條款第3.21條訂明：

- (a) 除於「該租契」條款第3.21(b)條、第3.21(c)條及第3.21(d)條另有規定外，「業主」(按下文定義)無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「私人住宅單位」(按下文定義)或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可毋須事先向「承租人」繳付「補價」(按下文定義)，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」毋須事先向「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」(按下文定義)；
- (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其全權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」以其全權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3.21(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其全權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3.21條所載的條款及條件限制；以及
- (v) 倘若「業主」於「首次轉讓契據」(按下文定義)日期起計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」(按下文定義)。
- (d) 於「期間」(按下文定義)屆滿後，
- (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「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」。
- (e) 儘管「該租契」條款第3.21(a)條有所規定，「業主」可毋須事先向「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

12 Clause No. 3.21 of the said lease stipulates that:

- (a) Except as provided in Clauses Nos. 3.21(b), 3.21(c) and 3.21(d) of the said lease, no owner (as defined hereafter) shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his private residential flat (as defined hereafter) or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium (as defined hereafter) to the Lessee, mortgage or charge the 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 (as defined hereafter);
- (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in 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 Clause No. 3.21(c) of the said lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the said lease; and
- (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment (as defined hereafter), the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price (as defined hereafter).
- (d) After the expiry of the Period (as defined hereafter),
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his 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.
- (e) Notwithstanding Clause No. 3.21(a) of the said lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by

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」以其全權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3.21(d)條向「承租人」繳付「補價」後,「該租契」條款第3.21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3.21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「私人住宅單位」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3.20(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3.21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3.21(c)條、第3.21(e)條及第3.21(g)條有相反規定,「承租人」根據「該租契」條款第3.21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。

### 13 「該租契」條款第3.22(a)條及第3.22(i)條訂明:

- (a) 除「該租契」條款第3.22(b)條及第3.22(c)條另有規定外,「承租人」須自費及以在所有方面使「署長」滿意及良好的工作方式於「該地段」興建、建造、提供及保養由以下各項組成的政府、院舍及社區設施:

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 Clause No. 3.21(d) of the said lease, Clause No. 3.21 of the said 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. 3.21 of the said lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a 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 private 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. 3.20(a) of the said lease; and for the purpose of Clause No. 3.21 of the said 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 Clauses Nos. 3.21(c), 3.21(e) and 3.21(g) of the said lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.21 of the said lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Housing.

### 13 Clauses Nos. 3.22(a) and 3.22(i) of the said lease stipulate that:

- (a) Subject to Clauses Nos. 3.22(b) and 3.22(c) of the said lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:



- (i) 一間總樓面面積為不少於420平方米的長者鄰舍中心；
- (ii) 一間總樓面面積為不少於2,330平方米的安老院；及
- (iii) 一個尺寸最少須為3.0米寬及8.0米長而樓底高度最少須為3.3米的停車位，供「該租契」條款第3.22(a)(ii)條所指的安老院專屬使用，以停泊與其運作相關、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》」）獲發牌的私人小型巴士。就「該租契」而言，「私人小型巴士」根據《道路交通條例》定義

（該屋宇（包括根據「該租契」條款第3.22(b)條及第3.22(c)條進行的更改、改動、加建、擴展或改善工程）連同其他由「署長」完全酌情決定（其決定為最終決定及對「承租人」具約束力）為該屋宇專屬的任何其他範圍、設施、服務設施及裝置，以下統稱「政府屋宇」）。

就「該租契」條款第3.22(a)條而言，社會福利署署長就何謂一間長者鄰舍中心或安老院的決定為最終決定及對「承租人」具約束力。

- (i) (i) 受限於「該租契」條款第3.23(a)(ix)(I)條所述財政司司長法團（即根據《財政司司長法團條例》、任何其下的規例和任何修訂條例成立的單一法團（下稱「該法團」；如語意容許，亦包括其繼承人及受讓人）的任何分擔，「承租人」在整個「批租年期」期間須自費保養以下項目（以下統稱「該等項目」），並在所有方面令「署長」滿意：
  - (I) 非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他該「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (II) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；
  - (III) 構成為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備（包括但不限於可攜及不可攜的防火裝置裝備）；
  - (IV) 所有「政府屋宇」以下、緊接地庫上方的結構樓板連同其裏面及下方的排水系統；及
  - (V) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的公共部分及設施。
- (ii) 「承租人」須就「承租人」未有保養「該等項目」所引致（不論是直接或間接引致的）或與「承租人」未有保養「該等項目」相關的或由於「承租人」未有保養「該等項目」而造成的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟（不論任何及如何引致）向政府及「該法團」作出彌償，並使政府及「該法團」持續得到彌償。
- (iii) 僅就「該租契」條款第3.22(i)條而言，「承租人」一詞不包括「該法團」。

- (i) one Neighbourhood Elderly Centre having a total gross floor area of not less than 420 square metres;
- (ii) one Residential Care Home for the Elderly having a total gross floor area of not less than 2,330 square metres; and
- (iii) one space having a minimum dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Residential Care Home for the Elderly referred to in Clause No. 3.22(a)(ii) of the said lease for the parking of a private light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as the "Road Traffic Ordinance"), in connection with the operation of the Residential Care Home for the Elderly referred to in Clause No. 3.22(a)(ii) of the said lease. For the purposes of the said lease, "private light bus" shall be as defined in the Road Traffic Ordinance

（which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.22(b) and 3.22(c) of the said lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) are hereinafter collectively referred to as the "Government Accommodation").

For the purpose of Clause No. 3.22(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a Neighbourhood Elderly Centre or a Residential Care Home for the Elderly shall be final and binding on the Lessee.

- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) as referred to in Clause No. 3.23(a)(ix)(I) of the said 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 or floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the 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;
  - (IV) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and
  - (V) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of Clause No. 3.22(i) of the said lease only, the expression "Lessee" shall exclude FSI.



- (iv) 就「該租契」條款第3.22(i)條而言，倘若「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「該法團」沒有達成共識，「署長」就有關「政府屋宇」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。

#### 14 「該租契」條款第3.25條訂明：

- (a) 除了根據「該租契」條款第3.22(a)(iii)條所提供的停車位外，「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194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3.25(a)(iv)條保留及指定的停車位除外)；
  - (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22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8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7.0米長而樓底高度最少須為3.6米；及
  - (iv) 在根據「該租契」條款第3.25(a)(i)條提供的停車位當中，「承租人」須保留及指定建築事務監督或房屋局常任秘書長要求或批准的該等數目的停車位供停泊傷殘人士的汽車。每個該等保留及指定的停車位尺寸須由建築事務監督或房屋局常任秘書長要求或批准。

就「該租契」而言，「汽車」、「電單車」、「輕型貨車」及「傷殘人士」根據《道路交通條例》定義，而「建築事務監督」則根據《建築物條例》及其下的規例及任何修訂法例定義。

- (b) 根據「該租契」條款第3.25(a)(i)條、第3.25(a)(ii)條、第3.25(a)(iii)條及第3.25(a)(iv)條提供的停車位不得用於除上述各條所列之用途以外的任何其他用途。特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須在「該地段」內以令「運輸署署長」滿意的方式提供及保養：
  - (i) 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，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11。除非另行獲得「運輸署署長」的書面同意，每個就此提供的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少

- (iv) For the purpose of Clause No. 3.22(i) of the said lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

#### 14 Clause No. 3.25 of the said lease stipulates that:

- (a) In addition to the space provided in accordance with Clause No. 3.22(a)(iii) of the said 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) licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces shall be 194 and except for those spaces reserved and designated in accordance with Clause No. 3.25(a)(iv) of the said 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;
  - (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 22 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 8 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres; and
  - (iv) out of the spaces provided under Clause No. 3.25(a)(i) of the said lease, the Lessee shall reserve and designate such number of space or spaces 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 space or 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 said lease, "motor vehicle", "motor cycle", "light goods vehicle" and "disabled persons" shall be as defined in the Road Traffic Ordinance, and the "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

- (b) The spaces provided in accordance with Clauses Nos. 3.25(a)(i), 3.25(a)(ii), 3.25(a)(iii) and 3.25(a)(iv) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said Clauses Nos. 3.25(a)(i), 3.25(a)(ii), 3.25(a)(iii) and 3.25(a)(iv) of the said lease 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) The Lessee shall provide and maintain within the Lot to the satisfaction of the C for T:
  - (i) spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance 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 11. Each of the spaces so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall

須為4.7米，及不得用作與「該地段」已建或擬建的建築物相關的汽車作上落客貨用途以外的任何其他用途；及

(ii) 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，上述供垃圾收集車作上落客貨用途的停車位的數目須為1。除非另行獲得「運輸署署長」的書面同意，每個就此提供的停車位的尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米，及不得用作與「該地段」已建或擬建的建築物相關的垃圾收集車作裝卸用途以外的任何其他用途。

(d) 就計算「該租契」條款第3.14(a)條至第3.14(d)條所指的總樓面面積而言，根據「該租契」條款第3.22(a)(iii)條、第3.25(a)條及第3.25(c)條提供的停車位及任何其他為該等停車位而設的部分(包括但不限於升降機大堂、樓梯平台、行人通道、機動和流通區及機房)不應該被納入計算。

**15 「該租契」條款第3.26條訂明：**

(a) 「承租人」須在整個「批租年期」期間的所有時候允許「運輸署署長」、政府、其人員、承辦商、代理、工人及任何其他獲上述任何人士授權的人士，不論是否備有工具、設備、機械、機器或汽車，免費並自由及不受限制地擁有進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物的權利，以視察、檢查或核實「承租人」並無違反或不遵從「該租契」條款第3.25條。

(b) 對於「運輸署署長」、政府、其人員、承辦商、代理、工人及任何其他獲上述任何人士授權的人士在行使或不行使「該租契」條款第3.26(a)條賦予的權利，政府就所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。

(c) 對於「運輸署署長」、政府、其人員、承辦商、代理、工人及任何其他獲上述任何人士授權的人士在行使或不行使「該租契」條款第3.26(a)條賦予的權利，「承租人」須就所引致(不論是直接或間接引致的)或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

**16 「該租契」條款第3.27條訂明：**

(a) 「承租人」須：

(i) 自費向「運輸署署長」提交或促使他人提交一份或多份圖則供「運輸署署長」書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在「該地段」上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝用以提交與根據「該租契」條款第3.25(a)(i)條提供的其中66個停

not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the Lot; and

(ii) space(s) for the loading and unloading of refuse collection vehicles and the number of space(s) for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the C for T otherwise consents in writing, be 1. The space(s) so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.

(d) For the purpose of calculating the total gross floor area stipulated in Clauses Nos. 3.14(a) to 3.14(d) of the said lease, there shall not be taken into account the spaces provided in accordance with Clauses Nos. 3.22(a)(iii), 3.25(a) and 3.25(c) of the said 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.

**15 Clause No. 3.26 of the said 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 authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings 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 No. 3.25 of the said 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 or non-exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Clause No. 3.26(a) of the said lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(c) The Lessee shall 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 or non-exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Clause No. 3.26(a) of the said lease.

**16 Clause No. 3.27 of the said lease stipulates that:**

(a) The Lessee shall:

(i) at its own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the Lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred



車位(該66個停車位以下統稱「指定停車位」)有關或有聯繫的資料之設施、裝置及設備(下稱「設施、裝置及設備」)的範圍或空間的位置和尺寸,該圖則或該等圖則須載有「運輸署署長」可全權及絕對酌情要求或指定的資料(以下統稱「泊車位資訊系統範圍」),包括但不限於按照「該租契」條款第3.27(b)條規定並根據「該租契」條款第3.27(b)條而須提供的空置的指定停車位的數目和種類(以下統稱「泊車位資訊」)的資料;

- (ii) 於房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前(如有多於一張「完工證明書」,以較後者為準)或「署長」可批准的其他日期或之前以在所有方面令「運輸署署長」滿意的方式自費根據「該租契」條款第3.27(a)(i)條下批准的該圖則或該等圖則進行及完成「泊車位資訊系統範圍」的工程,並自費提供及安裝「設施、裝置及設備」,其後須在「批租年期」期間的所有時候自費保養「泊車位資訊系統範圍」及「設施、裝置及設備」於修繕妥當的狀態,以履行「承租人」在「該租契」條款第3.27(b)條下的責任並在所有方面令「運輸署署長」滿意;以及
  - (iii) 在「批租年期」期間的所有合理時間允許「運輸署署長」、「署長」、政府、其人員、承辦商、代理、工人及任何其他獲上述任何人士授權的人士,不論是否備有工具、設備、機械、機器或汽車,免費並不受限制自由隨時進出、往返及或再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物,以視察、檢查及監管為履行「該租契」條款第3.27(a)(ii)條而進行的任何工程。
- (b) 「承租人」須從將由「運輸署署長」決定並以書面指定的日期開始(「運輸署署長」就此的決定為最終決定,並對「承租人」具約束力)及其後在「批租年期」期間的所有時候以在所有方面令「運輸署署長」滿意的方式自費向「運輸署署長」提交或促使他人向「運輸署署長」提交「泊車位資訊」,其格式及時間及間距由「運輸署署長」不時要求或以書面指明(「運輸署署長」就此的決定為最終決定,並對「承租人」具約束力)。
- (c) 「承租人」現:
- (i) 同意「運輸署署長」、政府、其人員、承辦商、代理、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處理、使用及複印「泊車位資訊」(不論是原始提交的或經處理的「泊車位資訊」)及同意「運輸署署長」以其全權及絕對酌情權認為恰當之格式、媒介披露及傳布「泊車位資訊」至任何政府部門或第三方(不論個人、商號、法人團體、公眾人士或其他組織)供該政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「泊車位資訊」或將「泊車位資訊」作其他用途;及
  - (ii) 接受及確認「運輸署署長」、政府、其人員、承辦商、代理、工人及任何其他獲上述任何人士授權的人士行使其全權及絕對酌情權及有權決定是否行使「該租契」條款第3.27(c)(i)條所賦予之權利處理、使用或複印「泊車位資訊」或以任何格式及以任何媒介披露及傳布「泊車位資訊」(不論是原始提交的或經處理的「泊車位資訊」)至任何政府部門或第三方。

to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with 66 of the parking spaces provided in accordance with Clause No. 3.25(a)(i) of the said lease (the said 66 spaces are hereinafter collectively referred to as the “designated spaces”) including but not limited to the number and types of vacant designated spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with Clause No. 3.27(b) of the said lease;

- (ii) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate, the latest thereof in respect of the building or buildings erected or to be erected on the Lot or such other date as may be approved by the Director, at the Lessee’s own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under Clause No. 3.27(a)(i) of the said lease, and at the Lessee’s own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the Lease Term, maintain at the Lessee’s own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Lessee’s obligations under Clause No. 3.27(b) of the said lease and in all respects to the satisfaction of the C for T; and
  - (iii) at all reasonable times throughout the Lease Term permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized 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 and supervising any works to be carried out in compliance with Clause No. 3.27(a)(ii) of the said lease.
- (b) The Lessee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Lessee) and thereafter at all times throughout the Lease Term, at the Lessee’s own expense and in all respects to the satisfaction of the C for T, submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Lessee).
- (c) The Lessee hereby:
- (i) gives its consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
  - (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in Clause No. 3.27(c)(i) of the said lease.



- (d) 對於履行或未能履行任何「承租人」在「該租契」條款第3.27(a)條及第3.27(b)條之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款第3.27(b)條「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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3.27(a)(iii)條及第3.27(c)條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3.27(c)條就「泊車位資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府就所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。
- (e) 對於履行或未有履行任何「承租人」在「該租契」條款第3.27(a)條及第3.27(b)條下之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款及第3.27(b)條「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；或對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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3.27(a)(iii)所賦予的酌情權與權利，「承租人」須就所引致(不論是直接或間接引致的)或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

**17 「該租契」條款第3.28(f)條至第3.28(i)條訂明：**

- (f) 就「該租契」條款第3.28(e)條而言，「承租人」須促致或促使他人促致一份或多份獲「運輸署署長」批准，標示根據「該租契」條款第3.22(a)(iii)條、第3.25(a)條及第3.25(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根據「該租契」條款第3.27(a)(i)條在「該地段」內指定提供「泊車位資訊」的停車位之布局的圖則，或由認可人士(根據《建築物條例》及其下的規例及任何修訂法例定義)核證的該或該等圖則之複印本(下稱「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、工人及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，「承租人」根據「該租契」條款第3.28(e)條及第3.28(f)條給予的同意將在「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) 對於履行或未有履行「承租人」在「該租契」條款第3.28(a)條、第3.28(b)條、第3.28(c)條、第3.28(d)條及第3.28(f)條之責任；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、工人

- (d) 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 Clauses Nos. 3.27(a) and 3.27(b) of the said lease; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with Clause No. 3.27(b) of the said lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clauses Nos. 3.27(a)(iii) and 3.27(c) of the said lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Parking Information by any government department or third party as provided under Clause No. 3.27(c) of the said lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (e) 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 Clauses Nos. 3.27(a) and 3.27(b) of the said lease; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with Clause No. 3.27(b) of the said lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clause No. 3.27(a)(iii) of the said lease.

**17 Clauses Nos. 3.28(f) to 3.28(i) of the said lease stipulate that:**

- (f) For the purpose of Clause No. 3.28(e) of the said lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Clauses Nos. 3.22(a)(iii), 3.25(a) and 3.25(c) of the said lease and the spaces which are the subject of the Parking Information to be designated within the Lot in accordance with Clause No. 3.27(a)(i) of the said lease, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (hereinafter referred to as "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 authorized 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 Clauses Nos. 3.28(e) and 3.28(f) of the said 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 Clauses Nos. 3.28(a), 3.28(b), 3.28(c), 3.28(d) and 3.28(f) of the said lease; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director,

及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(e)條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(e)(i)條就「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，政府就所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (i) 對於履行或未有履行任何「承租人」在「該租契」條款第3.28(a)條、第3.28(b)條、第3.28(c)條、第3.28(d)條及第3.28(f)條下之責任；對於「停車場布局圖」中的任何遺漏或錯誤，「承租人」須就所引致(不論是直接或間接引致的)或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

#### 18 「該租契」條款第3.30條訂明：

- (a) 「承租人」(僅就「該租契」條款第3.30(a)條而言，不包括「承租人」的受讓人)須按房屋署署長書面要求或批准的方式、材料、標準、定線、水平、位置、寬度及設計自費在「該租契」的附圖上以紅色界線顯示及「PROP. FB」標示的公共道路的部分上完成建造及興建一個單層有蓋行人天橋(以下統稱「該行人天橋」)(包括但不限於提供及建造房屋署署長可全權酌情要求的該等支撐物、坡道、自動梯及內部及外部裝置及固定物及照明裝置)，在一切方面使房屋署署長滿意，使其可安全容納行人交通。
- (b) 「承租人」須在根據「該租契」條款第3.30(a)條完成建造「該行人天橋」後自費管理及保養「該行人天橋」，使其處於修繕妥當的狀態，並須完全對其負責，如同「承租人」是其絕對擁有人一樣。
- (c) 「承租人」不得准許或容許任何小販於「該行人天橋」上擺賣，並須將任何被發現的小販從該處移離。「承租人」須於「該行人天橋」的所有入口附近之當眼位置張貼禁止小販於「該行人天橋」內擺賣的告示。就「該租契」而言，「小販」根據《公眾衛生及市政條例》第2條及任何其後修訂法例所定義，惟就「該租契」條款第3.30(c)條而言，該定義(a)段中「在公眾地方」一詞須被刪除，並由「該行人天橋上」一詞取代。
- (d) (i) 「承租人」須准許屬於「該地段」已建或擬建的建築物的住客及佔用人及其真正賓客及訪客為一切合法目的及無需任何形式的付費徒步或在輪椅上經過及再經過「該行人天橋」及任何替代的臨時行人天橋。  
(ii) 「該行人天橋」不得用作供屬於「該地段」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客按「該租契」條款第3.30(d)(i)條徒步或在輪椅上經過及再經過以外的任何其他用途。

the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clause No. 3.28(e) of the said lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under Clause No. 3.28(e)(i) of the said lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (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 Clauses Nos. 3.28(a), 3.28(b), 3.28(c), 3.28(d) and 3.28(f) of the said lease; any omission or mistake in the Car Park Layout Plans.

#### 18 Clause No. 3.30 of the said lease stipulates that:

- (a) The Lessee (for the purpose of Clause No. 3.30(a) of the said lease only shall not include the Lessee's assigns) shall at its own expense and in all respects to the satisfaction of the Director of Housing in such manner with such materials and to such standards, alignments, levels, positions, width and designs as shall be required or approved in writing by the Director of Housing including but not limited to the provision and construction of such supports, ramps, escalators and such internal and external fittings and fixtures and such lighting fittings as the Director of Housing in his sole discretion may require complete the construction and erection of a single-storey covered pedestrian footbridge over the portion of the public road shown edged red and marked "PROP. FB" on the plan annexed to the said lease (hereinafter collectively referred to as "the Footbridge") so that pedestrian traffic may be safely carried thereon.
- (b) The Lessee shall at its own expense manage and maintain the Footbridge in good and substantial repair and condition after the same is completed in accordance with Clause No. 3.30(a) of the said lease and shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (c) The Lessee shall not permit or suffer any hawker to carry on business on the Footbridge and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited on the Footbridge shall be displayed prominently by the Lessee near all entrances to the Footbridge. For the purposes of the said lease, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance as amended by any subsequent legislation provided that for the purpose of Clause No. 3.30(c) of the said lease, the words "in any public place" shall be deleted from paragraph (a) of such definition and shall be substituted by the words "on the Footbridge".
- (d) (i) The Lessee shall permit the residents and occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors for all lawful purposes and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, up and down the Footbridge and any temporary footbridge in lieu thereof.  
(ii) The Footbridge shall not be used for any purposes other than for the residents and occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors to pass and repass on foot and by wheelchair in accordance with Clause No. 3.30(d)(i) of the said lease.



- (e) (i) 除非獲「署長」事先書面同意，「承租人」不得拆卸「該行人天橋」或其任何部分。
- (ii) 如拆卸「該行人天橋」或其任何部分並獲「署長」根據「該租契」條款第3.30(e)(i)條發出同意，「承租人」(除非「署長」另行同意)須：
- (I) 在「署長」訂明的時限內，以「署長」批准或要求的設計、材料及寬度、水平及位置，自費建造及完成新的有蓋行人天橋或其任何部分連同支撐物、坡道、連接、自動梯、樓梯(如有)、升降機、裝置、服務設施及其他附帶構築物替代「該行人天橋」，以使「署長」滿意；及
- (II) 在拆卸「該行人天橋」或其任何部分前，以「署長」批准或要求的設計、材料及寬度、水平及位置，自費建造及提供臨時行人天橋，其後「承租人」須自費保養該臨時行人天橋以在所有方面使「署長」滿意，直至「承租人」開始履行其在「該租契」條款第3.30(a)條有關新行人天橋的責任，在該時候「承租人」在「署長」訂明的時限內拆卸該臨時行人天橋，並在所有方面使「署長」滿意。
- (iii) 就「該租契」條款第3.30(e)(i)及3.30(e)(ii)條而言，「行人天橋」指建造以替代「該行人天橋」的新行人天橋。在根據「該租契」條款第3.30(e)(ii)(I)條完成建造新行人天橋後，「承租人」在「該租契」條款第3.30(b)條下的責任適用於該新行人天橋，而該新行人天橋則成為「該租契」條款第3.30(a)條定義下的「該行人天橋」。
- (f) 「承租人」須就以下事項所引致(不論是直接或間接引致的)或與之相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償：
- (i) 任何「承租人」、其傭工、工人及承辦商就有關建造、改動、修理、管理及保養「該行人天橋」所作或違漏不作的行為；及
- (ii) 根據「該租契」條款第3.30(e)條拆卸「該行人天橋」的任何部分及建造新行人天橋。

**19 「該租契」條款第3.31條訂明：**

- (a) 「承租人」不得使用或授權或准許或容許他人使用「該行人天橋」或其任何部分的外部或內部作廣告用途或展示任何標誌、告示或海報，「署長」要求或批准的該等方向指示標誌除外。
- (b) 「該租契」條款第3.31條適用於「該行人天橋」及任何未來的替代行人天橋。

**20 「該租契」條款第3.32條訂明：**

- (a) 在「該地段」展開任何工程之前(包括但不限於地盤勘察工程、打樁或其他地基工程及其他土木工程及建築工程)，「承租人」必須先諮詢香港鐵路有

- (e) (i) Except with the prior written consent of the Director, the Lessee shall not demolish the Footbridge or any part or parts thereof.
- (ii) In the event of demolition of the Footbridge or any part or parts thereof and upon the Director giving the consent under Clause No. 3.30(e)(i) of the said lease, the Lessee shall (unless the Director otherwise agrees):
- (I) within such time limit as may be imposed by the Director, at the Lessee's own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge or such part or parts thereof together with supports, ramps, connections, escalators, staircases (if any), lifts, installations, services and other ancillary structures with such design, materials and at such width, levels and positions as the Director may approve or require; and
- (II) before demolishing the Footbridge or any part or parts thereof at its own expense construct and provide a temporary footbridge with such design, materials and at such width, levels and positions as the Director may approve or require and the Lessee shall thereafter at its own expense maintain the same in all respects to the satisfaction of the Director until the Lessee commences to fulfil its obligations under Clause No. 3.30(a) of the said lease as to the new footbridge and thereupon the Lessee shall demolish the temporary footbridge within such time limit as the Director may impose and in all respects to the satisfaction of the Director.
- (iii) For the purpose of Clauses Nos. 3.30(e)(i) and 3.30(e)(ii) of the said lease, "footbridge" means the new footbridge constructed to replace the Footbridge. Upon completion of the new footbridge under Clause No. 3.30(e)(ii)(I) of the said lease, the Lessee's responsibility under Clause No. 3.30(b) of the said lease shall apply to the new footbridge and the new footbridge shall become the Footbridge as defined in Clause No. 3.30(a) of the said lease.
- (f) 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:
- (i) anything done or omitted to be done by the Lessee, its servants, workmen and contractors in connection with the construction, alteration, repair, management and maintenance of the Footbridge; and
- (ii) the demolition of any part of the Footbridge and the construction of new footbridge in accordance with Clause No. 3.30(e) of the said lease.

**19 Clause No. 3.31 of the said lease stipulates that:**

- (a) The Lessee shall not use or authorize to be used or permit or suffer to be used the Footbridge or any part thereof either externally or internally for advertising or the display of any signs, notices or posters whatsoever except such directional signs as the Director may require or approve.
- (b) Clause No. 3.31 of the said lease shall apply to the Footbridge and any future footbridge in replacement thereof.

**20 Clause No. 3.32 of the said lease stipulates that:**

- (a) Prior to the commencement of any works whatsoever on the Lot, including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under Section 2 of



限公司(下稱「港鐵公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置或根據《香港鐵路條例》第2條(下稱「《香港鐵路條例》」)定義的鐵路及其任何延長部分(上述之鐵路及其任何延長部分以下統稱「鐵路」)之安全運作(就此而言，「署長」之決定為最終決定)。如「署長」要求，「承租人」須自費採取「港鐵公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置及「鐵路」運作安全。

- (b) 「承租人」須遵守及履行一切目前生效且關乎「鐵路」之條例及任何修訂法例，包括但不限於《香港鐵路條例》及《九廣鐵路公司條例》、其附例及規例。
- (c) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「鐵路」或其附近的建築物的任何部分提出的一切要求。
- (d) 「承租人」須允許「署長」、「港鐵公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間，不論是否備有工具、車輛、機器或設備進出、往返及再經過「該地段」或其任何部分及已建於其上的任何建築物，以進行工程及進行與「鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第3.22(d)條所賦予的權利所引致或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得就任何損失、損害、滋擾或干擾向其提出索償或反對。
- (e) 如《香港鐵路條例》第4條授予「港鐵公司」經營「鐵路」或影響「該地段」的「鐵路」部份的專營權(包括任何延期)屆滿時，「該租契」條款第3.32條所指的「港鐵公司」應(如適用)指政府、其提名人或政府指定的第三方。

**21 「該租契」條款第3.33條訂明：**

- (a) 「承租人」須：
  - (i) 按「署長」批准的方式、材料、標準、水平、定線及設計自費鋪設及塑造「該租契」的附圖上以綠色顯示未來公共道路部分(以下統稱「綠色範圍」)，並在一切方面使路政署署長滿意，以使「綠色範圍」可容納建築物、車輛及行人交通；
  - (ii) 按路政署署長要求在「綠色範圍」鋪設地面、路邊石及渠道，並提供溝渠、污水渠、排水渠、連接總水喉的消防栓管道、街燈、交通標誌、街道設施及道路標記；及
  - (iii) 自費保養「綠色範圍」連同所有建造、設置及提供在「綠色範圍」之上或之內的構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及設備，以使路政署署長滿意，直至「綠色範圍」的管有權根據「該租契」條款第3.33(c)條交還為止。
- (b) 政府對「承租人」履行「該租契」條款第3.33(a)條的責任或其他情況所引致或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士

the Mass Transit Railway Ordinance (hereinafter referred to as “the MTR Ordinance”) and any extension thereto (the railway and any extension thereto as aforesaid are hereinafter collectively referred to as “the Railway”) (as to which the decision of the Director shall be conclusive) and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.

- (b) The Lessee shall observe and comply with all Ordinances, including but not be limited to the MTR Ordinance and the Kowloon-Canton Railway Corporation Ordinance, By-laws and Regulations for the time being in force and relating to the Railway and any amendments thereto.
- (c) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (d) The Lessee shall, permit the Director, the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under Clause No. 3.32(d) of the said lease and no claim or objection shall be made against him or them by the Lessee in respect of any loss, damage, nuisance or disturbance.
- (e) In the event the Corporation ceases to operate the Railway or any part of the Railway affecting the Lot upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the MTR Ordinance or otherwise, any reference to the Corporation in Clause No. 3.32 of the said lease shall where appropriate mean the Government, its nominee or a third party designated by the Government.

**21 Clause No. 3.33 of said lease stipulates that:**

- (a) The Lessee shall:
  - (i) at its own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director of Highways, lay and form those portions of future public roads shown coloured green on the plan annexed to the said lease (hereinafter collectively referred to as “the Green Areas”) so that building, vehicular and pedestrian traffic may be carried on the Green Areas;
  - (ii) surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director of Highways may require; and
  - (iii) maintain at its own expense the Green Areas together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Highways until such time as possession of the Green Areas has been delivered in accordance with Clause No. 3.33(c) of the said lease.
- (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental

士蒙受的任何損失、損害、滋擾或干擾毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (c) 僅就進行「該租契」條款第3.33(a)條指定的必要工程而言，「承租人」須在「該租契」日期獲授予「綠色範圍」的管有權。「綠色範圍」須按要求交還予政府及在任何情況下於房屋署總建築師發出「完工證明書」之日期(如有多於一張「完工證明書」，以較後者為準)被視作已交還予政府。
- (d) 「承租人」不得在未經路政署署長事先書面同意下使用「綠色範圍」作儲存用途或搭建任何臨時構築物或作任何進行「該租契」條款第3.33(a)條指明工程以外的用途。
- (e) 「承租人」須於其管有「綠色範圍」的所有合理時間，允許政府、路政署署長及其人員、承辦商及代理及任何獲路政署署長授權的人士通行、進出、往返及行經「該地段」及「綠色範圍」，以便視察、檢查及監督按照「該租契」條款第3.33(a)條規定進行的任何工程及任何路政署署長認為需要在「綠色範圍」進行的其他工程。

## 22 「該租契」條款第3.34條訂明：

- (a) 「承租人」確認在「該租契」的日期，「該地段」內存有一個鋼鐵支撐結構的一部分(以下統稱「現有構築物」)，該鋼鐵支撐結構的一部分是從已建在註冊於土地註冊處名為新九龍內地段第4708號的整片或整幅土地(於「該租契」的附圖上以「NKIL 4708」顯示及標示，僅供識別之用)上的建築物突出，並且「該地段」將會在受制於「現有構築物」的存在的情況下授予「承租人」。政府就(i)「現有構築物」或其任何部分的物理狀況、狀態或安全；(ii)「現有構築物」是否根據《建築物條例》、任何其下的規例及任何修訂法例的條款興建或安裝或仍然存在；(iii)「現有構築物」會否被拆卸、移除或糾正；及(iv)「現有構築物」是否有權獲得任何支撐地役權或相似權利不給予任何保證(不論明示或隱含)。
- (b) 政府就因以下事項造成或所引致或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何引致)毋須負責：
  - (i) 「現有構築物」；或
  - (ii) 「現有構築物」的存在、保養、維修、使用、移除或拆卸或其他事項，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府及其人員、承辦商及代理及任何獲政府授權的人士提出索償。
- (c) 「承租人」須就「現有構築物」的存在、保養、維修、使用、移除或拆卸所引致(不論是直接或間接引致的)或與之相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

to the fulfilment of the Lessee's obligations under Clause No. 3.33(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) For the purpose only of carrying out the necessary works specified in Clause No. 3.33(a) of the said lease, the Lessee shall on the date of the said lease be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Lessee on the date of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate, the latest thereof.
- (d) The Lessee shall not without the prior written consent of the Director of Highways use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Clause No. 3.33(a) of the said lease.
- (e) The Lessee shall at all reasonable times while it is in possession of the Green Areas permit the Government, the Director of Highways and his officers, contractors and agents and any persons authorized by the Director of Highways, the right of ingress, egress and regress to, from and through the Lot and the Green Areas for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Clause No. 3.33(a) of the said lease and any other works which the Director of Highways may consider necessary in the Green Areas.

## 22 Clause No. 3.34 of the said lease stipulates that:

- (a) The Lessee acknowledges that as at the date of the said lease, there is existing within the Lot a portion of a steel supporting structure (hereinafter referred to as "the Existing Structure") protruding from the building erected on all that piece or parcel of ground registered in the Land Registry as New Kowloon Inland Lot No. 4708 (which for identification purpose only is shown and marked "NKIL 4708" on the plan annexed to the said lease) and that the grant of the Lot is subject to the existence of the Existing Structure. The Government gives no warranty, express or implied, (i) as to the physical condition, state or safety of the Existing Structure or any part thereof; (ii) as to whether the Existing Structure was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation; (iii) as to whether the Existing Structure will be demolished, removed or rectified; and (iv) as to whether the Existing Structure is entitled to any easement of support or the like.
- (b) The Government shall be under no responsibility, obligation or liability whatsoever to the Lessee or any other persons for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other persons by reason of or arising out of or incidental to:
  - (i) the Existing Structure; or
  - (ii) the existence, maintenance, repair, use, removal or demolition of the Existing Structureor otherwise, and no claim whatsoever shall be made by the Lessee against the Government and his officers, contractors and agents and any persons authorized by the Government whomsoever 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 or in connection with the existence, maintenance, repair, use, removal or demolition of the Existing Structure.



(d) 為免生疑問，「現有構築物」的存在及「該地段」受制於「現有構築物」的存在授予「承租人」的事實並不會以任何形式解除、免除、消除、減少或更改「承租人」在「該租契」底下的責任或以任何形式影響或損害政府在「該租契」底下任何因「承租人」違反、不符合、不遵守或不履行其在「該租契」底下的責任而享有的權利及補償。

**23 「該租契」條款第4.2條訂明：**

「承租人」須就任何違反「該租契」的條款和契諾所引致(不論是直接或間接引致的)或任何「署長」認為(其意見為最終決定並對「承租人」具約束力)因「該地段」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「該地段」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責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

**24 「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。

**25 「該租契」條款第4.4條訂明：**

除非獲「署長」事先書面同意，「承租人」不得削去、移走或後移任何相鄰或毗連「該地段」的政府土地或進行任何補強、填土或任何類型的斜坡處理工程。給予同意時，「署長」可憑其酌情權加入任何其認為合適的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

**26 「該租契」條款第4.5條訂明：**

(a) 如果任何土地存在或已經被削去、移走或後移或補強或填土或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」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」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」內自費維持上述土地、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修繕妥當的狀態，並使「署長」滿意。

(d) For the avoidance of doubt, the existence of the Existing Structure and the fact that the Lot is hereby agreed to be granted subject to the existence of the same shall not in any way relieve the Lessee of, or release, discharge, lessen or vary, the Lessee's obligations under the said lease or affect or prejudice in any way the rights and remedies of the Government under the said lease in respect of any breach, non-compliance, non-observance or non-performance by the Lessee of its obligations under the said Lease.

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

The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any breach of the terms and covenants contained in the said lease or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the 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 said lease or in breach thereof.

**24 Clause No. 4.3 of the said 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.

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

The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the 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.

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

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purposes 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 said lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the 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) 「該租契」條款第4.5(a)條的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復或彌補，使「署長」滿意，並須就上述塌方、山泥傾瀉或地陷而導致(不論是直接或間接導致的)或與上述塌方、山泥傾瀉或地陷相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何或如何引致)向政府作出彌償，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、保護物和排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指明的期限內，遵從該通知要求，並使「署長」滿意，「署長」可立即執行和進行任何必要的工程，「承租人」須按政府要求即時償還政府因此產生的費用，連同任何行政或專業費用及開支。

**27 「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。

**28 「該租契」條款第4.7條訂明：**

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

**29 「該租契」條款第4.8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範圍的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢物」)被侵蝕、沖刷或傾倒至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、明渠或其他政府物業(下稱「政府的物業」)，「承租人」須自費清理該等廢物並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所引致(不論是直接或間接引致的)或與上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何或如何引致)對政府作出彌償，並使政府持續得到彌償。

- (b) Nothing in Clause No. 4.5(a) of the said lease shall prejudice the Government's rights under the said lease, in particular Clause No. 4.4 of the said lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the 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 said lease for breach of any of the terms and covenants contained in the said lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

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

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

**28 Clause No. 4.7 of the said 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.

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

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the 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 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) 儘管「該租契」條款第4.8(a)條有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理廢物並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

**30 「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「綠色範圍」或其任何部分的任何政府或其他現有排水渠、水道或渠道、總水喉管、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「綠色範圍」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，使「署長」滿意(除非「署長」另作選擇，明渠、污水渠、雨水渠或總水喉管之修復須由「署長」進行，「承租人」須在按要求時向政府支付該等工程費用)。如果「承租人」未能對「該地段」及「綠色範圍」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、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

**31 「該租契」條款第4.10條訂明：**

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該地段」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致(不論是直接或間接導致的)或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何或如何引致)自行負責並向政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」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

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

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

The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred 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 Green Areas 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 Green Areas or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot and the Green Areas 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.

**31 Clause No. 4.10 of the said lease stipulates that:**

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the 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 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



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。

**32 「該租契」條款第4.11條訂明：**

- (a) 「承租人」須在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前(如有多於一張「完工證明書」，以較後者為準)或「署長」可批准的其他日期或之前，根據「該租契」條款第4.11(b)條提述的獲批准「自動讀錶外站建議書」和《水務設施條例》、任何其下的規例及任何修訂法例，自費以各方面均令水務監督(根據《水務設施條例》、任何其下的規例及任何修訂法例而界定)滿意的方式在「該地段」上或其任何部分或在「該地段」上已建或擬建的任何建築物內提供及安裝水務監督可全權酌情要求的一個或多個外站連同設施及配套設備，以作食水供應自動讀錶用途(上述該等外站連同設施及配套設備以下統稱「自動讀錶外站」)。
- (b) 「承租人」須自費以各方面均令水務監督滿意的方式向水務監督提交或促使他人提交多份為提供及安裝「自動讀錶外站」而擬備的建議書(下稱「自動讀錶外站建議書」)供水務監督書面批准，當中須載有(除其他事項外)水務監督可全權酌情要求的該等資料及詳情，包括但不限於：
  - (i) 一份顯示「自動讀錶外站」位置的布局圖；
  - (ii) 為建造「自動讀錶外站」的設計、布局及設施的詳情；以及
  - (iii) 被指定或將被指定用作容納「自動讀錶外站」及方便視察及保養「自動讀錶外站」而提供的範圍或空間之詳情。
- (c) 在水務監督根據「該租契」條款第4.11(b)條對「自動讀錶外站建議書」作出書面批准之前，不得在「該地段」上展開提供或安裝「自動讀錶外站」的工程。根據在「該租契」條款第4.11(b)條下獲批的「自動讀錶外站建議書」所安裝的「自動讀錶外站」下稱「獲批准自動讀錶外站」。
- (d) 「承租人」須自費以各方面均令水務監督滿意的方式運作、保養及維修「獲批准自動讀錶外站」，使其處於修繕妥當及運作良好的狀態，直至「獲批准自動讀錶外站」按「該租契」條款第4.11(g)條交付予水務監督的時候為止。
- (e) 在容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間上、上方、之上、下、之下或之內，不得豎立或放置任何可能妨礙或干擾對「獲批准自動讀錶外站」作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料(不論性質為何)。倘若水務監督認為(其意見為最終意見，並對「承租人」具約束力)在容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間上、上方、之上、下、之下或之內豎立或放置了有可能妨礙或干擾對「獲批准自動讀錶外站」作出視察、檢查、運作、保養、維修、更

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.

**32 Clause No. 4.11 of the said lease stipulates that:**

- (a) The Lessee shall on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate, the latest thereof in respect of the building or buildings erected or to be erected on the Lot or such other date as may be approved by the Director, at the Lessee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the Lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in Clause No. 4.11(b) of the said lease and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.
- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
  - (i) a layout plan showing the locations of the AMR Outstations;
  - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
  - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.
- (c) No provision or installation works of the AMR Outstations shall be commenced on the Lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under Clause No. 4.11(b) of the said lease. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under Clause No. 4.11(b) of the said lease are hereinafter referred to as "the Approved AMR Outstations".
- (d) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Clause No. 4.11(g) of the said lease.
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Lessee), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for



新、拆卸、更換及重新提供的構築物、物件或物料，水務監督有權以書面通知要求「承租人」自費以各方面均令水務監督滿意的方式在通知書訂明的限期內拆卸或移除該等構築物、物件或物料，並恢復容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間。

- (f) 如「承租人」沒有履行其在「該租契」條款第4.11(a)條、第4.11(d)條或第4.11(e)條的責任，水務監督可進行必須的工程，費用由「承租人」承擔，「承租人」須按要求向水務監督支付該等工程的費用，該金額由水務監督決定，其決定為最終決定，並對「承租人」具約束力。
- (g) 「承租人」須應要求將「獲批准自動讀錶外站」或其中任何被要求的「獲批准自動讀錶外站」在水務監督以書面指明的日期交付予水務監督，及在任何情況下，「獲批准自動讀錶外站」須被視為已由「承租人」於房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期(如有多於一張「完工證明書」，以較後者為準)交付予水務監督。
- (h) 「承租人」須在整個「批租年期」期間的所有時候允許水務監督、其人員、承辦商、代理、其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、機器或汽車，為以下目的自由及不受限制地進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物：
  - (i) 視察、檢查及監管「承租人」根據「該租契」條款第4.11(a)條、第4.11(d)條及第4.11(e)條而須進行的任何工程；
  - (ii) 根據「該租契」條款第4.11(f)條進行任何工程；以及
  - (iii) 在「獲批准自動讀錶外站」或其中任何該等「獲批准自動讀錶外站」根據「該租契」條款第4.11(g)條交付予水務監督之後，視察、檢查、運作、保養、維修、更新、拆卸、移除、更換及重新提供「獲批准自動讀錶外站」或其中任何「獲批准自動讀錶外站」及水務監督認為必須的任何其他工程。
- (i) 對於履行「承租人」在「該租契」條款第4.11(a)條、第4.11(d)條及第4.11(e)條下之任何責任，或對於政府、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士行使「該租契」條款第4.11(f)條及第4.11(h)條賦予的任何權利或其他情況，政府、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士就所導致或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向上述任何一方提出索償。
- (j) 對於「獲批准自動讀錶外站」的提供、安裝、運作及維修或行使「該租契」條款第4.11(f)條及第4.11(h)條賦予的任何權利，「承租人」須就所引致(不論是直接或間接引致的)或與之相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士作出彌償，並使其持續得到彌償。

accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority 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 Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

- (f) In the event of non-fulfilment of the Lessee's obligations under Clauses Nos. 4.11(a), 4.11(d) or 4.11(e) of the said lease, the Water Authority may carry out the necessary works at the cost of the Lessee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Lessee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Lessee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Lessee on the date of issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate, the latest thereof.
- (h) The Lessee shall at all times throughout the Lease Term permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
  - (i) inspecting, checking and supervising any works required to be carried out by the Lessee under Clauses Nos. 4.11(a), 4.11(d) and 4.11(e) of the said lease;
  - (ii) carrying out any works under Clause No. 4.11(f) of the said lease; and
  - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Clause No. 4.11(g) of the said lease and any other works which the Water Authority may consider necessary.
- (i) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of any of the Lessee's obligations under Clauses Nos. 4.11(a), 4.11(d) and 4.11(e) of the said lease or the exercise of any of the rights under Clauses Nos. 4.11(f) and 4.11(h) of the said lease or otherwise, and no claim whatsoever shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under Clauses Nos. 4.11(f) and 4.11(h) of the said lease.

**33 「該租契」條款第5.3條訂明：**

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」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)以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利自由出入、經過和再經過「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5.3(a)條所指通過或經過「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，惟政府毋須對「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得任何上述人士正式授權的人行使「該租契」條款第5.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

**34 「該租契」條款第5.5條訂明：**

除非事先獲得「署長」的書面同意，否則「承租人」不得進行或允許或容許他人進行任何與已建或擬建於「該地段」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。

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。

**33 Clause No. 5.3 of the said lease stipulates that:**

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the 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 authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purposes of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease passing along, through, over, upon, under or in the 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 authorized by any of them under Clause No. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

**34 Clause No. 5.5 of the said lease stipulates that:**

Except with the prior written consent of the Director, the Lessee shall not carry out or permit or suffer to be carried out any works in connection with any 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.

Note: For full details of the above provisions and other provisions in the said lease, please refer to the said lease. Full script of the said 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. 辦公室及數據中心及政府、機構和社區設施

(i) 批地文件的有關條文

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

i. 「該租契」條款第3.14(c)(ii)條及第3.14(c)(iv)條訂明：

- (c) 受制於「該租契」條款第3.14(a)條的規定下，「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供並保養：
  - (ii) 總樓面面積為不多於10,200平方米及不少於6,200平方米的辦公室及數據中心，以供房屋署佔用及使用，及受制於「該租契」條款第3.20條的規定下由「承租人」分租予其他政府各局或部門；
  - (iv) 「該租契」條款第3.22條所提述的「政府屋宇」，其總樓面面積為不少於2,750平方米；

ii. 「該租契」條款第3.22(a)條至第3.22(e)條及第3.22(h)條至第3.22(j)條訂明：

- (a) 除「該租契」條款第3.22(b)條及第3.22(c)條另有規定外，「承租人」須自費及以在所有方面使「署長」滿意及良好的工作方式於「該地段」興建、建造、提供及保養由以下各項組成的政府、院舍及社區設施：
  - (i) 一間總樓面面積為不少於420平方米的長者鄰舍中心；
  - (ii) 一間總樓面面積為不少於2,330平方米的安老院；及
  - (iii) 一個尺寸最少須為3.0米寬及8.0米長而樓底高度最少須為3.3米的停車位，供「該租契」條款第3.22(a)(ii)條所指的安老院專屬使用，以停泊與其運作相關、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》」)獲發牌的私人小型巴士。就「該租契」而言，「私人小型巴士」根據《道路交通條例》定義

(該屋宇(包括根據「該租契」條款第3.22(b)條及第3.22(c)條進行的更改、改動、加建、擴展或改善工程)連同其他由「署長」完全酌情決定(其決定為最終決定及對「承租人」具約束力)為該屋宇專屬的任何其他範圍、設施、服務設施及裝置，以下統稱「政府屋宇」)。

就「該租契」條款第3.22(a)條而言，社會福利署署長就何謂一間長者鄰舍中心或安老院的決定為最終決定及對「承租人」具約束力。

- (b) 在整個「批租年期」內，「署長」以及依據《財政司司長法團條例》、任何其下的規例和任何修訂法例成立的名為財政司司長法團的單一法團(下稱「該法團」；如語意容許，亦包括其繼承人及受讓人)在根據「該租契」條款第3.22(d)條獲轉讓「政府屋宇」後(就「該租契」條款第3.22(b)條而言，不包括其受讓人)將擁有全權及可無須經「承租人」贊同或批准：

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

1. OFFICE AND DATA CENTRE AND GOVERNMENT, INSTITUTION AND COMMUNITY FACILITIES

(i) Relevant Provisions of the Land Grant

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

i. Clauses Nos. 3.14(c)(ii) and 3.14(c)(iv) of the said lease stipulate that:

- (c) subject to Clause No. 3.14(a) of the said lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:
  - (ii) office and data centre having a total gross floor area of not more than 10,200 square metres and not less than 6,200 square metres to be occupied and used by the Housing Department, and subject to Clause No. 3.20 of the said lease, to be underlet by the Lessee to other Government bureaux or departments;
  - (iv) the Government Accommodation referred to in Clause No. 3.22 of the said lease having a total gross floor area of not less than 2,750 square metres;

ii. Clauses Nos. 3.22(a) to 3.22(e) and 3.22(h) to 3.22(j) of the said lease stipulate that:

- (a) Subject to Clauses Nos. 3.22(b) and 3.22(c) of the said lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
  - (i) one Neighbourhood Elderly Centre having a total gross floor area of not less than 420 square metres;
  - (ii) one Residential Care Home for the Elderly having a total gross floor area of not less than 2,330 square metres; and
  - (iii) one space having a minimum dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Residential Care Home for the Elderly referred to in Clause No. 3.22(a)(ii) of the said lease for the parking of a private light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as the "Road Traffic Ordinance"), in connection with the operation of the Residential Care Home for the Elderly referred to in Clause No. 3.22(a)(ii) of the said lease. For the purposes of the said lease, "private light bus" shall be as defined in the Road Traffic Ordinance.

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.22(b) and 3.22(c) of the said lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) are hereinafter collectively referred to as the "Government Accommodation").

For the purpose of Clause No. 3.22(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a Neighbourhood Elderly Centre or a Residential Care Home for the Elderly shall be final and binding on the Lessee.

- (b) Throughout the Lease Term the Director and, in addition, upon assignment of the Government Accommodation to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to



- (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；以及
- (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3.22(b)(i)條及第3.22(b)(ii)條賦予的權利而須進行的改建、變更、加建、擴展或改善工程，不論進行有關工程是否需要工具、裝備、設備及機械

現同意及聲明，政府、「署長」及「該法團」毋須對「署長」或「該法團」為行使「該租契」條款第3.22(b)條賦予的權力所導致的或附帶的對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「該法團」提出任何索償。

- (c) 除「該租契」條款第3.22(b)條另有規定外，「承租人」根據「該租契」條款第3.22(d)條將「政府屋宇」或其任何部分轉讓予「該法團」前，除非得到「署長」事先書面同意，否則「承租人」不得改變或更改「政府屋宇」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，自費而不收任何費用，以空置管有、無產權負擔或受制於現有租約或特許證或兩者(如有)的情況下，按「署長」指定的條款及條件，將「該租契」條款第3.22(e)條指明的不分割份數或其任何部分，連同獨有使用、佔用和享用「政府屋宇」或其有關部分的權利，轉讓予「該法團」。
- (e) 根據「該租契」條款第3.22(d)條轉讓予「該法團」的屬於整個「該地段」的不分割份數的數目將由「署長」按照「政府屋宇」所佔的總樓面面積與所有已建或擬建於「該地段」內的建築物的總樓面面積的比例而訂定，「署長」就這方面訂定的數目為最終決定，並對「承租人」具約束力。
- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.22(d)條轉讓之前，有權於任何時間要求，而「承租人」須按要求及「署長」可認為合適的條款及條件將「政府屋宇」或「署長」所要求的「政府屋宇」的部分的空置管有權交予政府供其獨有使用、佔用和營運。
- (i) (i) 受限於「該租契」條款第3.23(a)(ix)(I)條所述的「該法團」的任何分擔，「承租人」在整個「批租年期」期間須自費保養以下項目(以下統稱「該等項目」)，並在所有方面令「署長」滿意：
  - (I) 非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他該「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (II) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；

Clause No. 3.22(d) of the said lease, FSI (which for the purposes of Clause No. 3.22(b) of the said lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:

- (i) to alter or vary the use of the Government Accommodation or any part thereof;
- (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
- (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under Clauses Nos. 3.22(b)(i) and 3.22(b)(ii) of the said lease

AND IT IS AGREED AND DECLARED in the said lease that the Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under Clause No. 3.22(b) of the said lease.

- (c) Subject to Clause No. 3.22(b) of the said lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to Clause No. 3.22(d) of the said lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in Clause No. 3.22(e) of the said lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with Clause No. 3.22(d) of the said lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the 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 Clause No. 3.22(d) of the said lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.23(a)(ix)(I) of the said 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 or floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;

- (III) 構成「政府屋宇」及「該地段」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備(包括但不限於可攜及不可攜的防火裝置裝備)；
  - (IV) 所有「政府屋宇」以下、緊接地庫上方的結構樓板連同其裏面及下方的排水系統；以及
  - (V) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的公共部分及設施。
- (ii) 「承租人」須就「承租人」未有保養「該等項目」所引致(不論是直接或間接引致的)或與「承租人」未有保養「該等項目」相關的或由於「承租人」未有保養「該等項目」而造成的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府及「該法團」作出彌償，並使政府及「該法團」持續得到彌償。
  - (iii) 僅就「該租契」條款第3.22(i)條而言「承租人」一詞不包括「該法團」。
  - (iv) 就「該租契」條款第3.22(i)條而言，倘若「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「該法團」沒有達成共識，「署長」就有關「政府屋宇」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。
- (j) 儘管「該租契」條款第3.22(d)條有所規定，「承租人」須應「署長」的要求，及按照「署長」可能決定的其他條款及條件，以象徵式的租金將「政府屋宇」或其任何部分分租予「該法團」或「署長」不時提名的其他人士。

**iii. 「該租契」條款第3.23(a)(ix)(I)條至第3.23(a)(ix)(III)條訂明：**

- (a) (ix) 「公契」須按「署長」批准或要求以指定形式及包括指定條款，其中特別包括以下條款：
  - (I) (A) 「該法團」作為「政府屋宇」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) 「該法團」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、其傭工、承辦商、代理或訪客使用的設施或服務支付管理及保養費。然而，「該法團」的責任將由政府產業署署長或「署長」就此提名的人士釐定，且於任何情況下均不得超過根據「政府屋宇」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」或其有關部分的轉讓契據的

- (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;
  - (IV) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and
  - (V) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with or as a consequence of the failure of the Lessee to maintain the Items.
  - (iii) For the purpose of Clause No. 3.22(i) of the said lease only, the expression "Lessee" shall exclude FSI.
  - (iv) For the purpose of Clause No. 3.22(i) of the said lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
  - (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.
- (j) Notwithstanding Clause No. 3.22(d) of the said lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

**iii. Clauses Nos. 3.23(a)(ix)(I) to 3.23(a)(ix)(III) of the said lease stipulate that:**

- (a) (ix) the DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:
  - (I) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the 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 and provided further that FSI shall incur no liability for payment of any



日期或政府接管「政府屋宇」或其有關部分的空置管有權的日期起計。此外，除非及直至政府產業署署長或「署長」就此提名的人士已經以書面批准有關管理及保養費金額，「該法團」將無須對管理及保養費承擔繳付責任；以及

- (C) 「該法團」作為「政府屋宇」的業主無須就發展項目任何其他部分(不論是否「公用地方」或其他)攤付任何管理及保養費，亦無須就政府產業署署長或「署長」就此提名的人士認為並非直接服務或以其它方式惠及「政府屋宇」的任何設施或服務的提供攤付任何管理及保養費；
- (II) 「該法團」無須繳付以下費用：
- (A) 管理費按金；
- (B) 資本設備基金，事前經由政府產業署署長或「署長」就此提名的人士批准而確實服務「政府屋宇」或由該處佔用人、其傭工、承辦商、代理或訪客使用的設施及服務相關的資本償還除外；
- (C) 「政府屋宇」相關的保險保費；
- (D) 裝修泥頭清理費；
- (E) 逾期未繳管理及保養費的罰款；
- 或同類付款；
- (III) 「該法團」、其承租人、租戶、特許持有人、獲其授權的人士及「政府屋宇」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，而無須向「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」內或附屬於「該地段」或其任何部分而並非專門服務「政府屋宇」的服務及設施造成損壞；

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 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 the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors;
- (C) insurance premium in respect of the Government Accommodation;
- (D) debris removal fee;
- (E) penalty charges on late payment of management and maintenance charges; or payment of a like nature;
- (III) FSI, its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:
- (A) the right of shelter, support and protection for the Government Accommodation;
- (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government 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 those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Government Accommodation;



- (D) 為正確地使用及享用「政府屋宇」或其任何部分的目的通行及再通行、進出、往返及使用「公用地方」，以及使用和享用「該地段」內或其任何部分或「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，及不論是否攜帶汽車、機械、設備、物料及機器進入「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) 在「政府屋宇」或其任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入「該地段」或其任何部分或其上的發展項目任何部分的通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；
- (H) 通往固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；
- (I) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、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，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料；以及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

## (ii) 「公契」的有關條文

除在本售樓說明書另有定義外，下述用詞的意義將等同於「公契」內該用詞的意義。請參閱「公契」。

i. 根據「公契」第一節第1條，以下用詞各自的定義如下：

「政府屋宇」指包含現已或將會按照「該租契」條款第3.22(a)條於「該土地」及「屋苑」提供或建造的(i)「長者鄰舍中心」；(ii)「安老院」及(iii)「安老院

- (D) the right to go, pass and repass over and along and to use the Common Areas and to use and receive the benefit of any common facilities within the Lot or any part thereof or the development thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
- (E) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the 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 and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (I) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the development on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (J) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

## (ii) 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, the following terms shall have the respective definitions as stated below:

“Government Accommodation” shall mean such part or parts of the Estate comprising (i) NEC; (ii) RCHE and (iii) Parking Space (RCHE) provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause No. 3.22(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to

停車位」的該或該等「屋苑」部分(包括該處按照「該租契」條款第3.22(b)條及第3.22(c)條的規定進行的改動、改建、加建、擴建或改善工程以及地政總署署長不時絕對酌情決定(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範圍、設施、服務及裝置)(該等「政府屋宇」於「公契」所夾附並經「認可人士」核實為準確的圖則第1、2、3、16、17及18頁以靛藍色顯示，以資識別)；

「房屋委員會屋宇」指包含「停車場」、「教育場所」、「商業區」、「辦公大樓」的該或該等「屋苑」部分，「房屋委員會屋宇」於「公契」所夾附並經「認可人士」核實為準確的圖則上以紫色、紫色加黑點、紫色加黑色斜線及紫色加黑色十字顯示，以資識別。為免生疑問，「房屋委員會屋宇」一詞須被解釋為包括現已或將會為支撐「房屋委員會屋宇」或其任何部分而建造及/或專門服務「房屋委員會屋宇」或其任何部分的外牆、地基、支柱及其他構築物；

「該等項目」指「該租契」條款第3.22(i)(i)條中定義的「該等項目」，包括(i)屬於非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道或樓板，以及任何其他屬「政府屋宇」、「政府屋宇」以內、周圍、內部、上方及以下的其他結構性元素；(ii)所有為「政府屋宇」及「屋苑」餘下部分而設的升降機、自動梯及樓梯；(iii)構成為「政府屋宇」及「屋苑」餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備(包括但不限於可攜及不可攜的防火裝置裝備)；(iv)所有「政府屋宇」以下、緊接地庫上方的結構樓板連同其裏面及下方的排水系統；及(v)所有為「政府屋宇」及「屋苑」餘下部分而設的公用部分及設施；

「長者鄰舍中心」指「該租契」條款第3.22(a)(i)條中提述的長者鄰舍中心，並構成「政府屋宇」的一部分。「長者鄰舍中心」於「公契」所夾附並經「認可人士」核實為準確的「GROUND FLOOR PLAN, BLOCK C」以「NEIGHBOURHOOD ELDERLY CENTRE」標示，以資識別；

「辦公大樓」指「房屋委員會屋宇」中被指定為「該租契」條款第3.14(c)(ii)條所指的辦公室及數據中心的部分連同該部分專用的該等範圍、服務、裝置及設施(包括該部分的外牆、根據「該租契」條款第3.25(c)條提供作上落客貨用途的停車位，該些停車位於「公契」所夾附的「SITE LAYOUT PLAN – GROUND FLOOR」以紫色加黑點顯示及「LOADING AND UNLOADING BAY (OFFICE)」標示，以資識別)。該「辦公大樓」於「公契」所夾附並經「認可人士」核實為準確的圖則以紫色加黑點顯示，以資識別；

「安老院停車位」指根據「該租契」條款第3.22(a)(iii)條提供的一個供「安老院」專屬使用的停車位，以停泊與其運作相關、根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的私人小型巴士。「安老院停車位」於「公契」所夾附並經「認可人士」核實為準確的「SITE LAYOUT PLAN – GROUND FLOOR」以靛藍色顯示及「24 SEATER VAN」標示，以資識別，並構成「政府屋宇」的一部分；

sub-clauses (b) and (c) of Clause 3.22 of the said lease and together with any other areas, facilities, services and installations exclusive thereto from time to time as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners))(such Government Accommodation, for identification purpose only, is/are shown coloured **INDIGO** on pages 1, 2, 3, 16, 17 and 18 of the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person);

“**HA Accommodation**” shall mean the part or parts of the Estate comprising the Parking Areas, the Educational Areas, the Commercial Areas, the Office Block which, for identification purpose only, is/are shown coloured **VIOLET, VIOLET STIPPLED BLACK, VIOLET HATCHED BLACK and VIOLET WITH BLACK CROSS** on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person. For the avoidance of doubt, the term “HA Accommodation” shall be construed to include the external walls, foundations, columns and other structures constructed or to be constructed for the support of the HA Accommodation and/or which serve exclusively the HA Accommodation, or any part thereof;

“**Items**” shall mean the Items as defined in Clause No. 3.22(i)(i) of the said lease which shall include (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including, but not limited to, portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; (iv) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

“**Neighbourhood Elderly Centre**” or “**NEC**” shall mean the neighbourhood elderly centre referred to in Clause No. 3.22(a)(i) of the said lease, and which forms part of the Government Accommodation and for the purpose of identification only, marked “NEIGHBOURHOOD ELDERLY CENTRE” on the GROUND FLOOR PLAN, BLOCK C annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person;

“**Office Block**” shall mean the part of the HA Accommodation designated for the purpose of an office and data centre as referred to in Clause 3.14(c)(ii) of the said lease together with such areas, services, installations and facilities exclusively serving such part (including the external walls of such part, spaces for the loading and unloading of motor vehicles provided under Clause 3.25(c) of the said lease which said spaces, for identification purpose only, are shown coloured **VIOLET STIPPLED BLACK** and marked “LOADING AND UNLOADING BAY (OFFICE)” on the Site Layout Plan – Ground Floor annexed to the DMC). Such Office Block, for identification purpose only, is coloured **VIOLET STIPPLED BLACK** on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

“**Parking Space (RCHE)**” shall mean the one space for the exclusive use by the RCHE for the parking of a private light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, in connection with the operation of the RCHE as provided under Clause 3.22(a)(iii) of the said lease. The Parking Space (RCHE) is, for the purpose of identification only, shown coloured **INDIGO** and marked “24 SEATER VAN” on the SITE LAYOUT



「安老院」指根據「該租契」條款第3.22(a)(ii)條提供的安老院，並構成「政府屋宇」的一部分。「安老院」於「公契」所夾附並經「認可人士」核實為準確的「FIRST FLOOR PLAN, BLOCK C」及「SECOND FLOOR PLAN, BLOCK C」以「RESIDENTIAL CARE HOME FOR THE ELDERLY」標示，以資識別；

- ii. 根據「公契」第三節第11條，受制於「公契」內「該法團」(作為「政府屋宇」的「業主」)享有的權利及特權，只要「房委會」(僅就「公契」第三節第11條而言，不包括其繼承人及受讓人)仍是任何「不分割份數」的實益「業主」，特此豁免及保留給「房委會」具有獨有及專有權利在它認為合適的任何時候及不時自行及不受限制酌情作出下列一切或任何行為或行動和行使下列一切或任何權利，惟「房委會」有權轉讓「公契」第三節第11條保留予「房委會」的任何權利予任何獲其轉讓整個「房屋委員會屋宇」中的所有「不分割份數」(現由「房委會」持有的)「業主」以供其營運及管理整個「房屋委員會屋宇」，並且「房委會」行使「公契」第三節第11條的權利並不會以任何形式負面影響或損害「公契」及「該租契」保留予「該法團」的權利、地役權及特權：
- (h) 受制於「該租契」的要求及「公契」第11(a)條的規定下、有權不時改變、修訂、修改、增加或更改於公契之日存在的建築圖則及/或經批准停車場平面圖(若涉及「房屋委員會屋宇」的「停車場」、「教育場所」、「商業區」及/或「辦公大樓」(和只要「房屋委員會屋宇」仍然歸屬「房委會」)(包括但不限於修訂、更改、重新定線及/或修改「房屋委員會屋宇」的「商業區」、「辦公大樓」、「教育場所」及/或「停車場」或其中任何部分的商場、店舖、辦公室、梯級及內部間隔的用途、數目或布局)，無須任何「業主」或「公契」各方的一致同意或批准，但是「公契」第三節第11(h)條沒有豁免「房委會」須取得有關「政府」當局(如要求)的事先書面同意或批准之要求，但須以下列條件作為前提：上述改變、修訂、修改、增加或更改不能干涉或影響「業主」獨有持有、使用、佔用及享用他的「單位」的權利和因此產生的一切費用須由「房委會」獨自承擔，又須以下列條件作為前提：(a)「房委會」只能改變由「房委會」擁有的「房屋委員會屋宇」的「停車場」、「辦公大樓」、「教育場所」及/或「商業區」的布局；(b) 不能影響或限制出入「屋苑」任何部分(特別是不能阻礙或限制出入「政府屋宇」任何部分)；(c)「房委會」行使改變、修訂、修改、增加或更改建築圖則及/或「經批准停車場平面圖」的權利時，如果對「政府屋宇」有直接影響，「房委會」須獲得「政府屋宇」的「業主」的批准，同時「政府產業署署長」或其代名人有完全酌情決定權決定其對「政府屋宇」是否造成直接影響及(d)不能在任何方面影響「公用地方與設施」之部分。

PLAN – GROUND FLOOR annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person, forming part of the Government Accommodation;

“Residential Care Home for the Elderly” or “RCHE” shall mean the residential care home for the elderly provided pursuant to Clause 3.22(a)(ii) of the said lease, and which forms part of the Government Accommodation and for the purpose of identification only, marked “RESIDENTIAL CARE HOME FOR THE ELDERLY” on the FIRST FLOOR PLAN, BLOCK C and the SECOND FLOOR PLAN, BLOCK C annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

- ii. Pursuant to Clause 11 of Section III of the DMC, subject to the rights and privileges of F.S.I. (as the Owner of the Government Accommodation) contained in the DMC, there is excepted and reserved unto the Authority (which expression, for the purpose of Clause 11 of Section III of the DMC only, shall exclude any successor and assign of the Authority), for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion, at any time or times and from time to time as it shall deem fit, to do all or any of the following acts or deeds and to exercise all or any of the following rights PROVIDED THAT the Authority shall have the right to assign any of its rights reserved under Clause 11 of Section III of the DMC in favour of any Owner to whom all the Undivided Shares of and in the whole HA Accommodation now held by the Authority shall henceforth be assigned for the purpose of operating and managing the HA Accommodation as a whole and PROVIDED FURTHER THAT the exercise of the rights reserved under Clause 11 of Section III of the DMC shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. in the DMC and in the said lease:
- (h) Subject to the requirements under the said lease and subject to Clause 11(a) of the DMC, the right to change, amend, vary, add to or alter the building plans and/or the approved Car Park Layout Plans (in so far as the Parking Areas, the Educational Areas, Commercial Areas and/or the Office Block of the HA Accommodation is/are concerned (and so long as the HA Accommodation remain(s) solely vested in the Authority)) existing at the date of the DMC (including, but not limited to, amending, altering, re-aligning and/or varying the user, number or the layout of the arcades, shops, offices, staircases and internal partitions of the Commercial Areas, the Office Block, the Educational Areas and/or the Parking Areas of the HA Accommodation or any part thereof) from time to time, without the concurrence or approval of any Owner or any of the parties to the DMC, but nothing in Clause 11(h) of Section III of the DMC shall absolve the Authority from the requirements of obtaining the prior written consent or approval of the relevant Government authorities (if so required) PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns, and all costs incidental thereto shall be borne by the Authority solely and PROVIDED FURTHER THAT (a) the Authority shall only alter the layout of the Parking Areas, the Office Block, the Educational Areas and/or the Commercial Areas of the HA Accommodation, (b) access to and from any part of the Estate shall not be impeded or restricted (in particular, access to or from the Government Accommodation shall not be impeded or restricted), (c) the exercise of the right to change, amend, vary, add to or alter the building plans and/or the approved Car Park Layout Plans by the Authority shall be subject to the approval of the Owner of the Government Accommodation if the exercise of such right directly affects the Government Accommodation, and G.P.A. or its nominees shall have the absolute right to determine, in its sole discretion, whether or not the Government Accommodation is directly affected and (d) no part of the Common Areas and Facilities shall be affected in any way.



- (i) 只要「房委會」單獨擁有「房屋委員會屋宇」，就具有專有權利為「房屋委員會屋宇」的「商業區」、「辦公大樓」、「停車場」及/或「教育場所」或其中任何部分的命名或更改名稱，其後還可再不時及隨時再更改名稱。
- (o) 「房屋委員會屋宇」或其任何部分訂立「副公契」後，具有充份及不受限制的權利，無須諮詢其他「業主」，指定或重新指定「房委會」所未賣出或轉讓的「房屋委員會屋宇」內的「停車位」及/或「商業區」內的單位及/或「辦公大樓」的編號及/或(在符合「該租契」的規定下)位置，但須以下列條件作為前提：「房委會」行使「公契」第三節第11(o)條任何權利時不能干涉「業主」持有、使用、佔用及享用他擁有的「單位」之權利或影響其分配至該「單位」的「不分割份數」或「管理份數」，以及「房委會」行使「公契」第三節第11(o)條任何權利時不能以任何方式影響「公用地方與設施」。
- (r) (1) (iii) 只要「房委會」仍然是「房屋委員會屋宇」的「業主」和在對「房屋委員會屋宇」訂立任何「副公契」之前，有權管理與保養「房屋委員會屋宇」的「辦公大樓」，包括有權自費委任一個專業營運商管理與保養「房屋委員會屋宇」的「辦公大樓」和為了管理與保養之目的安裝設施及裝置，但須以下列條件作為前提：如果上述權利涉及「公用地方與設施」之部分，必須取得「業主委員會」的事先批准。
- (2) 只要「房屋委員會屋宇」的擁有權全部歸屬「房委會」，「房屋委員會屋宇」必須由「房委會」管理與保養。
- (3) 為免生疑問，緊接在對「房屋委員會屋宇」或其任何部分訂立「副公契」後，根據該「副公契」被指定為「房屋委員會屋宇」或其任何部分的公用地方與設施(隨即構成「公用地方與設施」之部分)須由「經理人」管理。
- iii. 根據「公契」第四節第16(a)條，「政府屋宇」須由「政府屋宇」的「業主」管理及保養。
- iv. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條另有規定，「經理人」須按「政府屋宇」的「業主」的要求，對專門服務「政府屋宇」的服務、設施及裝置進行保養。但是，「政府屋宇」的「業主」須付還「經理人」於進行該保養所支付的費用，前提是除非及直至「經理人」已遞交費用估算連同證明文件及「政府屋宇」的「業主」認為必需的任何其他相關資料，而「政府屋宇」的「業主」須已書面批准該費用估算及「經理人」將進行的保養工程，否則不得進行該保養。然而，「經理人」為履行「公契」第四節第16(b)條下的責任所引致的費用及支出須與「管理支出」分開，而不得影響該「管理支出」包括其他「業主」應繳的「經理人報酬」。
- (i) So long as the ownership of the HA Accommodation remain(s) solely vested in the Authority, the exclusive right to name or change the name of the Commercial Areas, the Office Block, the Parking Areas and/or the Educational Areas of the HA Accommodation or any part thereof and, subsequently, to further change the same at any time and from time to time.
- (o) The full and unrestricted right without reference to the other Owners after any Sub-Deed in respect of the HA Accommodation or any part thereof has been entered into to designate or re-designate the numbering, and/or (subject to the provisions of the said lease) location of the Parking Spaces and/or the units in the Commercial Areas and/or the Office Block within the HA Accommodation, which have not been sold or assigned by the Authority PROVIDED THAT the exercise by the Authority of any of the rights in Clause 11(o) of Section III of the DMC shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor affect the Undivided Shares or Management Shares allocated thereto AND PROVIDED ALSO THAT the exercise by the Authority of any of the rights under Clause 11(o) of Section III of the DMC shall not in any way affect the Common Areas and Facilities.
- (r) (1) (iii) For so long as the Authority remains the Owner of the HA Accommodation and prior to the execution of any Sub-Deed of the HA Accommodation, the right to manage and maintain the Office Block of the HA Accommodation including the right to appoint, at its own expense, a professional operator for the management and maintenance of the Office Block of the HA Accommodation and to install such facilities and devices thereof for the purposes of such management and maintenance PROVIDED THAT should any of the aforesaid right(s) affect any part of the Common Areas and Facilities, the prior approval of the Owners' Committee should be obtained.
- (2) So long as the ownership of the HA Accommodation is vested solely in the Authority, the HA Accommodation shall be managed and maintained by the Authority.
- (3) For the avoidance of doubt, immediately after the execution of the Sub-Deed of the HA Accommodation or any part thereof, the common areas and facilities of the HA Accommodation or any part thereof designated thereunder (which shall then form part of the Common Areas and Facilities) shall be managed by the Manager.
- iii. 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.
- iv. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance, on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager, and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under Clause 16(b) of Section IV of the DMC shall be separated from the Management Expenses and shall not affect the Management Expenses including the manager's remuneration payable by the other Owners.

- v. 根據「公契」第四節第17條，「該等項目」須由「經理人」管理及保養。所有「業主」(作為「政府屋宇」的「業主」的「該法團」除外)須就「經理人」未有管理及保養「該等項目」所引致(不論任何性質)或由於「經理人」未有管理及保養「該等項目」而造成的一切責任、損害、開支、索償、費用、支出、要求、法律行動及訴訟向「該法團」及「政府」作出彌償，並使「該法團」及「政府」持續得到彌償。
- vi. 根據「公契」第六節第35(d)(1)條，「房委會」須就在(i)「公契」簽訂之日；或(ii)它可有效地轉讓該等「單位」的「不分割份數」之日(以較遲者為準)後3個月內它仍然擁有的任何「單位」支付「公契」第六節第35(a)條指定的管理費按金和「公契」第六節第35(b)條指定的「特別基金」的初期分擔款項。「房委會」還須就在(i)「公契」簽訂之日；或(ii)它可有效地轉讓該等「住宅單位」的「不分割份數」之日(以較遲者為準)後3個月內它仍然擁有的任何「住宅單位」支付「公契」第六節第35(c)條指定的清理廢料費。為免生疑問，「政府屋宇」的「業主」不須支付清理廢料費。「房委會」只要仍是「停車場」、「教育場所」、「辦公大樓」或「商業區」的唯一擁有人和在對「停車場」、「教育場所」、「辦公大樓」或「商業區」訂立任何「副公契」之前，「房委會」須負責清理「停車場」、「教育場所」、「辦公大樓」或「商業區」(視情況而定)的廢料。
- vii. 根據「公契」第六節第38(d)條，儘管「公契」第六節第38(a)條另有規定，由「政府屋宇」或其有關部分被轉讓予「該法團」的日期或空置管有權被移交予「該法團」的日期開始(包括當天)，「該法團」須支付相關月費。然而，就確實及直接服務或惠及「政府屋宇」的範圍、設施、服務及「該等項目」或供「政府屋宇」的「業主」、佔用人、其傭工、承辦商、代理或訪客使用的設施、服務及「該等項目」而言，該費用的金額由「政府產業署署長」或地政總署署長就此提名的該等人士決定，但該責任不得超過根據「政府屋宇」管理份數佔「屋苑」整體「管理份數」的比例計算的百分比。但是，除非及直至該金額已獲「政府產業署署長」或其代名人或其他由地政總署署長就此提名的該等人士書面批准，否則「該法團」不對任何月費承擔繳付責任。為免存疑，「公契」第六節第48(b)條並不受「公契」所述的任何事項影響。
- viii. 根據「公契」第六節第48(a)條，儘管「公契」另有規定，「該法團」作為「政府屋宇」的「業主」不須繳付以下費用：
- (i) 「公契」第六節第35(a)條所指的管理費按金；
  - (ii) 「公契」第六節第35(b)條所指的「特別基金」及資本設備基金(如有)(資本支出的償還除外)，必須事前及在招致繳付該費用的責任之前經由「政府產業署署長」或其提名人或地政總署署長就此提名的其他人士決定及書面批准，而實際及直接服務或惠及「政府屋宇」或由「政府屋宇」的「業主」、該處佔用人、其傭工、承辦商、代理人或訪
- v. 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.
- vi. Pursuant to Clause 35(d)(1) of Section VI of the DMC, the Authority shall make the initial contributions towards the management fee deposit specified in Clause 35(a) of Section VI of the DMC and the Special Fund specified in Clause 35(b) of Section VI of the DMC, in respect of any Units(s) which shall remain in its ownership, not later than 3 months after (i) the execution of the DMC or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Unit(s), whichever is the later. The Authority shall also pay the debris removal fee specified in Clause 35(c) of Section VI of the DMC in respect of any Residential Units of the Residential Blocks which shall remain in its ownership not later than 3 months after (i) the execution of the DMC or (ii) the date when it is in a position validly to assign Undivided Shares appertaining to those Residential Units, whichever is the later. For the avoidance of doubt, no debris removal fee shall be payable by the Owner of the Government Accommodation. The Authority, so long as it remains the sole owner of the Parking Areas, the Educational Areas, the Office Block or the Commercial Areas and before execution of any Sub-Deed in respect of the Parking Areas, the Educational Areas, the Office Block or the Commercial Areas, shall be responsible for the removal of debris generated by the Parking Areas, the Educational Areas, the Office Block or the Commercial Areas (as the case may be).
- vii. Pursuant to Clause 38(d) of Section VI of the DMC, notwithstanding the provisions of Clause 38(a) of Section VI of the DMC, as from and including the date of assignment or the date of taking over of the vacant possession of the Government Accommodation to F.S.I. or the relevant part or parts thereof, 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 of Lands 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 Owner of the Government Accommodation, 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 of Lands for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.
- viii. Pursuant to Clause 48(a) of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:
- (i) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;
  - (ii) contribution to the Special Fund referred to in Clause 35(b) of Section VI of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be determined and approved in writing by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred, 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 Owner of the Government Accommodation, the occupier thereof, its servants, contractors, agents or



客使用的範圍、設施及服務及「該等項目」，但該責任不得超過根據「政府屋宇」管理份數佔「屋苑」整體「管理份數」的比例計算的百分比。該責任將從「政府屋宇」被轉讓予「該法團」的日期或收回「政府屋宇」或其任何部分的日期開始；

- (iii) 「政府屋宇」相關的保險保費；
- (iv) 裝修泥頭清理費；
- (v) 逾期或未繳管理及保養費的利息、罰款、收取管理及保養費之手續費等；

或同類付款。

- ix. 根據「公契」第六節第48(b)條，為免存疑，除「該租契」條款第3.23(a)(ix)(l)條另有規定外，「該法團」作為「政府屋宇」的「業主」，沒有責任攤付與「該土地」及「屋苑」其餘部分有關的任何管理及保養費用，尤其是沒有責任繳付「屋苑」的「公用地方與設施」及「該等項目」引起的任何管理及保養費用。「該法團」作為「政府屋宇」的「業主」亦獲豁免遵從任何裝修規則(如有)及使用房委會(作為第一業主)或經理人提名的任何保養或服務承辦商。
- x. 根據「公契」第七節第62(a)條，儘管「公契」或「副公契」(如有)另有規定，「該法團」作為「政府屋宇」的「業主」不須就「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「該等項目」或其它)的任何管理及保養的攤付費用承擔責任，並無須對「政府產業署署長」或地政總署署長就此提名的人士認為並非實際及直接服務或惠及「政府屋宇」的設施或服務的提供承擔責任。此外，根據「公契」的條款，「政府屋宇」的「業主」無須對「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「該等項目」或其它)的任何管理及保養費用承擔繳付的責任，除非及直至「政府屋宇」的「業主」，或(倘若「政府屋宇」的「業主」為「該法團」)「政府產業署署長」或其提名人或地政總署署長就此提名的人士事先決定及書面批准該金額，惟「政府屋宇」的「業主」的該責任不得超過「政府屋宇」的「管理份數」數目對「屋苑」的總「管理份數」之比例。該責任將從「政府屋宇」被轉讓予「該法團」的日期或收回「政府屋宇」或其任何部分的日期開始。
- xi. 根據「公契」第十一節第81條，「房委會」只要完全擁有「房屋委員會屋宇」就須獨自負責管理與保養「房屋委員會屋宇」。於轉讓「房屋委員會屋宇」任何部分時，「房委會」須在「副公契」(如有)將該等空間、範圍及設施，包括但不限於專門服務「房屋委員會屋宇」的空間、範圍及設施(包括在「房屋委員會屋宇」內任何安裝或使用無線廣播分導或電訊網絡設施的範圍和任何服務消防員升降機的升降機大堂及任何通往所需樓梯的保護走廊(如有))或其任何部分指定作為「房屋委員會屋宇」的公用地方與設施，亦不得影響「政府屋宇」的正當使用及享用。

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 and which shall only commence from the date of assignment or the date of taking over of the vacant possession of the Government Accommodation or the relevant part(s) thereof;

- (iii) insurance premium in respect of the Government Accommodation;
  - (iv) debris removal fees;
  - (v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges;
- or payment of a like nature.

- ix. Pursuant to Clause 48(b) of Section VI of the DMC, for the avoidance of doubt, save and except as provided under Clause No. 3.23(a)(ix)(l) of the said lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards any management and maintenance charges in respect of the remainder of the said land and the Estate and, in particular, shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.
- x. Pursuant to Clause 62(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC or the Sub-DMC(s) (if any), F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director of Lands for this purpose, actually and directly serve or benefit the Government Accommodation, and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC, unless and until the amount of the same shall have first been determined and approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate and which shall only commence from the date of assignment or the date of taking over of the vacant possession of the Government Accommodation or the relevant part(s) thereof.
- xi. Pursuant to Clause 81 of Section XI of the DMC, the Authority shall be solely responsible for the management and maintenance of the HA Accommodation so long as the same is wholly owned by the Authority. Upon assignment of any part of the HA Accommodation, the Authority shall designate in Sub-Deed (if any) such space(s), areas and facilities including, but not limited to, the space(s), areas and facilities serving the HA Accommodation exclusively (including any areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and any lift lobby serving a fireman's lift and any protected lobby to a required staircase (if any) within the HA Accommodation) as common areas and facilities of the HA Accommodation, or any part thereof PROVIDED THAT such designation shall not affect the proper use and enjoyment of the Government Accommodation.

xii. 根據「公契」附表二A部第4條：

- (a) 「公契」豁免並保留給「政府」、地政總署署長及在「政府屋宇」根據「該租契」條款第3.22(d)條轉讓予「該法團」(就「公契」附表二A部第4(a)條而言，「該法團」不包括其受讓人)後，全權及可無須經「房委會」、「業主」或「經理人」贊同或批准或同意行使「公契」附表二A部第4(a)條所載的權利，即以其絕對酌情權於任何時候更改或修訂「政府屋宇」或其任何部分的用途或總樓面面積，以及攜帶或不攜帶工具、設備、機械及機器進行建築工程(包括但不限於地政總署署長認為有需要進行的改建、變更、加建、擴展或改善工程)。「政府」、地政總署署長及「該法團」不須對地政總署署長或「該法團」為行使「公契」附表二A部第4(a)條賦予的權力所導致的或附帶的對「房委會」或任何「業主」或「經理人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「房委會」或任何「業主」亦不得就任何損失、損害、滋擾或干擾向政府、地政總署署長或「該法團」提出任何索償。
- (b) 除上述的權利及特權外，「該法團」、其承租人、租戶、被許可人、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：
- (i) 「政府屋宇」在所有時間享有庇護、支撐物及保護的權利；
- (ii) 讓氣體、電力、食水、污水、空調、電話及所有其他服務任何時候自由透過現時或於批租年期內於「該土地」的任何部分及「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「經理人」支付任何費用，亦無須獲得「房委會」或「經理人」任何批准或同意。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「該土地」內或附屬於「該土地」或其任何部分而並非專門服務「政府屋宇」的服務及設施造成損壞；
- (iv) 為正確地使用及享用「政府屋宇」或其任何部分的目的，通行及再通行、進出、往返及使用「公用地方與設施」，以及使用和享用「該土地」內或其任何部分或「屋苑」的任何部分的公用設施的權利；
- (v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶汽車、機械、設備、物料及機器進入「該土地」或「屋苑」的任何部分的權利，以便於「政府屋宇」或其任何

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

- (a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause No. 3.22(d) of the said lease, F.S.I. (which, for the purpose of Clause 4(a) in Part A of the Second Schedule to the DMC, shall not include its assigns) the absolute right to alter or vary, in his absolute discretion at any time, the use or the gross floor area of the Government Accommodation or any part thereof and to carry out such building works including, but not limited to, alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Lands, with or without tools, equipment, plant and machinery, to effect the right as aforesaid in Clause 4(a) in Part A of the Second Schedule to the DMC, without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to in Clause 4(a) in Part A of the Second Schedule to the DMC.
- (b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:-
- (i) the right at all times of shelter, support and protection for the Government Accommodation;
- (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;
- (iii) the right at its own cost, to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time, at its absolute discretion, without any charge by the Authority or the Manager and without having to obtain the approval or consent of the Authority or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the said land or any part thereof which are not serving exclusively the Government Accommodation;
- (iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities and to use and receive the benefit of any common facilities within the said land or any part thereof or any part of the Estate 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 vehicles, plant, equipment, material and machinery, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government



- 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、加建、改建、改道、更改、重鋪及還原或其他工程；
- (vi) 遵照「地政總署署長」要求，享有暢通無阻進出「政府屋宇」的通行權；
- (vii) 在「政府屋宇」或「該法團」認為合適的任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入「該土地」或其任何部分或「屋苑」任何部分的通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；
- (viii) 通往固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；
- (ix) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該土地」或「屋苑」任何部分的相關通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料；以及
- (x) 根據「該租契」條款第3.23(a)(ix)(III)(J)條，地政總署署長視為必要或恰當的其他權利、特權及地役權。
- (c) 任何根據「公契」附表二A部第4條行使的地役權、權利及特權不須受限於「經理人」或「業主」的任何准許、批准或同意。
- xiii. 根據「公契」附表二B部第(a)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於「經理人」的全權及特權在發出合理的事先通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」或其任何部分，以作為供「該土地」及「屋苑」享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或服務之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使「公契」或「副公契」(如有)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復，倘若因「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為造成任何損壞「經理人」必須自費修妥，並須盡量減
- Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works or other works to the Government Accommodation Services or any part thereof;
- (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the said land or any part thereof or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation, or any part thereof, on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause No. 3.23(a)(ix)(III)(J) of the said lease.
- (c) Any exercise of the easements, rights and privileges under Clause 4 in Part A of the Second Schedule to the DMC shall not be subject to any permission, approval or consent of the Manager or the Owners.
- 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 reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself), or any of the Common Areas and Facilities, or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein, or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment, or to abate any hazard or nuisance and, generally, for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-DMC (if any), causing as little disturbance as possible, and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall, at its own costs and expenses, make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents, and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and

低滋擾。但是，如「經理人」根據「公契」附表二B部第(a)條行使其進入權只為保養及維修的目的進入有關「政府屋宇」或其任何部分，「經理人」須獲得「該法團」或「政府產業署署長」或其代名人的事先批准(緊急狀況除外)，「經理人」須就該進入對任何對「政府屋宇」造成的損壞而產生的所有費用及支出負責。

## 2. 綠色範圍

### (i) 批地文件的有關條文

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

「該租契」條款第3.33條訂明：

#### (a) 「承租人」須：

- (i) 按「署長」批准的方式、材料、標準、水平、定線及設計自費鋪設及塑造「該租契」的附圖上以綠色顯示未來公共道路部分(以下統稱「綠色範圍」)，並在一切方面使路政署署長滿意，以使「綠色範圍」可容納建築物、車輛及行人交通；
  - (ii) 按路政署署長要求在「綠色範圍」鋪設地面、路邊石及渠道，並提供溝渠、污水渠、排水渠、連接總水喉的消防栓管道、街燈、交通標誌、街道設施及道路標記；及
  - (iii) 自費保養「綠色範圍」連同所有建造、設置及提供在「綠色範圍」之上或之內的構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及設備，以使路政署署長滿意，直至「綠色範圍」的管有權根據「該租契」條款第3.33(c)條交還為止。
- (b) 政府對「承租人」履行「該租契」條款第3.33(a)條的責任或其他情況所引致或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。
- (c) 僅就進行「該租契」條款第3.33(a)條指定的必要工程而言，「承租人」須在「該租契」日期獲授予「綠色範圍」的管有權。「綠色範圍」須按要求交還予政府及在任何情況下於房屋署總建築師發出「完工證明書」之日期(如有多於一張「完工證明書」，以較後者為準)被視作已交還予政府。
- (d) 「承租人」不得在未經路政署署長事先書面同意下使用「綠色範圍」作儲存用途或搭建任何臨時構築物或作任何進行「該租契」條款第3.33(a)條指明工程以外的用途。
- (e) 「承租人」須於其管有「綠色範圍」的所有合理時間，允許政府、路政署署長及其人員、承辦商及代理及任何獲路政署署長授權的人士通行、

the Manager requires the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

## 2. GREEN AREAS

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

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

**Clause No. 3.33 of the said lease stipulates that:**

#### (a) The Lessee shall:

- (i) at its own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director of Highways, lay and form those portions of future public roads shown coloured green on the plan annexed to the said lease (hereinafter collectively referred to as "the Green Areas") so that building, vehicular and pedestrian traffic may be carried on the Green Areas;
  - (ii) surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director of Highways may require; and
  - (iii) maintain at its own expense the Green Areas together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Highways until such time as possession of the Green Areas has been delivered in accordance with Clause No. 3.33(c) of the said lease.
- (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.33(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) For the purpose only of carrying out the necessary works specified in Clause No. 3.33(a) of the said lease, the Lessee shall on the date of the said lease be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Lessee on the date of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate, the latest thereof.
- (d) The Lessee shall not without the prior written consent of the Director of Highways use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Clause No. 3.33(a) of the said lease.
- (e) The Lessee shall at all reasonable times while it is in possession of the Green Areas permit the Government, the Director of Highways and his officers, contractors and agents and any persons authorized by the Director of Highways, the right of ingress, egress and regress to, from and through the Lot and the Green Areas for the purposes of inspecting, checking and supervising



進出、往返及行經「該地段」及「綠色範圍」，以便視察、檢查及監督按照「該租契」條款第3.33(a)條規定進行的任何工程及任何路政署署長認為需要在「綠色範圍」進行的其他工程。

#### (ii) 「公契」的有關條文

除在本售樓說明書另有定義外，下述用詞的意義將等同於「公契」內該用詞的意義。請參閱「公契」。

- i. 根據「公契」第一節第1條，以下用詞的定義如下：  
「綠色範圍」指「該租契」條款第3.33(a)(i)條所指的「綠色範圍」。
- ii. 根據「公契」第十一節第100條，「綠色範圍」須根據「該租契」條款第3.33(c)條交還予政府。
- iii. 根據「公契」附表三第32條，「業主」不得在未經路政署署長事先書面同意下使用「綠色範圍」作儲存用途或搭建任何臨時構築物或作任何進行「該租契」條款第3.33(a)條指明工程以外的用途。

### 3. 排水渠及渠道

#### (i) 批地文件的有關條文

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

「該租契」條款第4.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該地段」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致(不論是直接或間接導致的)或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何或如何引致)自行負責並向政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」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术審核之費用。若「承租人」未能保養上述

any works to be carried out in compliance with Clause No. 3.33(a) of the said lease and any other works which the Director of Highways may consider necessary in the Green Areas.

#### (ii) 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, the following term shall have the definition as stated below:  
“Green Areas” shall mean the Green Areas as referred to in Clause 3.33(a)(i) of the said lease;
- ii. Pursuant to Clause 100 of Section XI of the DMC, the Green Areas shall be delivered to the Government in accordance with Clause 3.33(c) of the said lease.
- iii. Pursuant to Clause 32 of the Third Schedule to the DMC, no Owner shall without the prior written consent of the Director of Highways use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purpose other than the carrying out of the works specified in Clause 3.33(a) of the said lease.

### 3. DRAINS AND CHANNELS

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

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

Clause No. 4.10 of the said lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the 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 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

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**

除在本售樓說明書另有定義外，下述用詞的意義將等同於「公契」內該用詞的意義。請參閱「公契」。

- i. 根據「公契」第四節第20(j)(1)條第及第20(j)(2)條，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
  - (1) 現時或「公契」日期後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備；；
  - (2) 不論位於「該土地」邊界範圍內、相鄰土地上或政府土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。
- ii. 根據「公契」第四節第20(r)條，「經理人」有權力、職能和責任採取一切必要或適當的措施促使「業主」遵從「該租契」，特別是按「該租契」規定視察、保養、維修、拆卸、清除、修復、搭建或建築所有土地、根據「該租契」條款第3.18(a)條須提供的休憩空間、斜坡、斜坡處理工程、護土構築物、護土牆及其他承托物、保護物、排水渠和在「該土地」及任何毗鄰或毗連政府土地或出租土地(如適用)的其他附屬及工程及構築物，及(如適用)達至地政總署署長或其他政府部門(視情況而定)滿意。
- iii. 根據「公契」第四節第20(az)條，「經理人」有權力、職能和責任以令地政總署署長滿意的方式建造和保養「該租契」條款第4.10(a)條所述的排水渠及渠道。
- iv. 根據「公契」第四節第20(ba)條，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(a)條所指的全部或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
- v. 根據「公契」第七節第53(a)(1)(iv)條，由「經理人」準備的周年財政預算的第一部分第一節應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」、「房屋委員會屋宇」或「政府屋宇」而設者除外)，以及位於「該土地」內或外專為「該土地」及/或「屋苑」提供服務(專為「住宅大廈」、「房屋委員會屋宇」或「政府屋宇」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。

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 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 Clauses 20(j)(1) and 20(j)(2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
  - (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains water-courses, cables, wires, apparatus and equipment which are now or may at any time after the date of the DMC be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;
  - (2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.
- 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 said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands or other Government departments (as the case may be), all land, the open space(s) required to be provided under Clause 3.18(a) of the said lease, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- iii. Pursuant to Clause 20(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to in Clause No. 4.10(a) of the said lease, to the satisfaction of the Director of Lands.
- iv. Pursuant to Clause 20(ba) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 53(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the said lease.



- vi. 根據「公契」第七節第53(a)(1)(xix)條，由「經理人」準備的周年財政預算的第一部分第一節應包括製造、建造、修理和修改所有或任何「屋苑」或其任何與其它相鄰或毗鄰的樓宇共用的部分所需要的或所擁有的道路、巷道、行人道、渠道、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。

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

##### 1. 公用事業設施或其他服務

###### (i) 批地文件的有關條文

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

- i. 請參閱上文第A1(i)、A2(i)及A3(i)段。

###### ii. 該租契」條款第5.3條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人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)以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利自由出入、經過和再經過「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5.3(a)條所指通過或經過「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，惟政府毋須對「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得任何上述人士正式授權的人行使「該租契」條款第5.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。

- vi. Pursuant to Clause 53(a)(1)(xix) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto.

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

##### 1. UTILITY OR OTHER SERVICES

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

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

- i. Please see paragraphs A1(i), A2(i) and A3(i) above.

###### ii. Clause No. 5.3 of the said lease stipulates that:

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

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

**(ii) 「公契」的有關條文**

除在本售樓說明書另有定義外，下述用詞的意義將等同於「公契」內該用詞的意義。請參閱「公契」。

- i. 請參閱上文第A1(ii)、A2(ii)及A3(ii)段。
- ii. 根據「公契」第十一節第96條，「業主」須按「該租契」條款第5.3(c)條以令地政總署署長滿意的方式自費維持、保養及維修所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

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

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

- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

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

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. Please see paragraphs A1(ii), A2(ii), A3(ii) and A4(ii) above.
- ii. Pursuant to Clause 96 of Section XI of the DMC, the Owners shall, at their own expense, uphold, maintain and repair, to the satisfaction of the Director of Lands, all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) pursuant to Clause No. 5.3(c) of the said lease.

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

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)

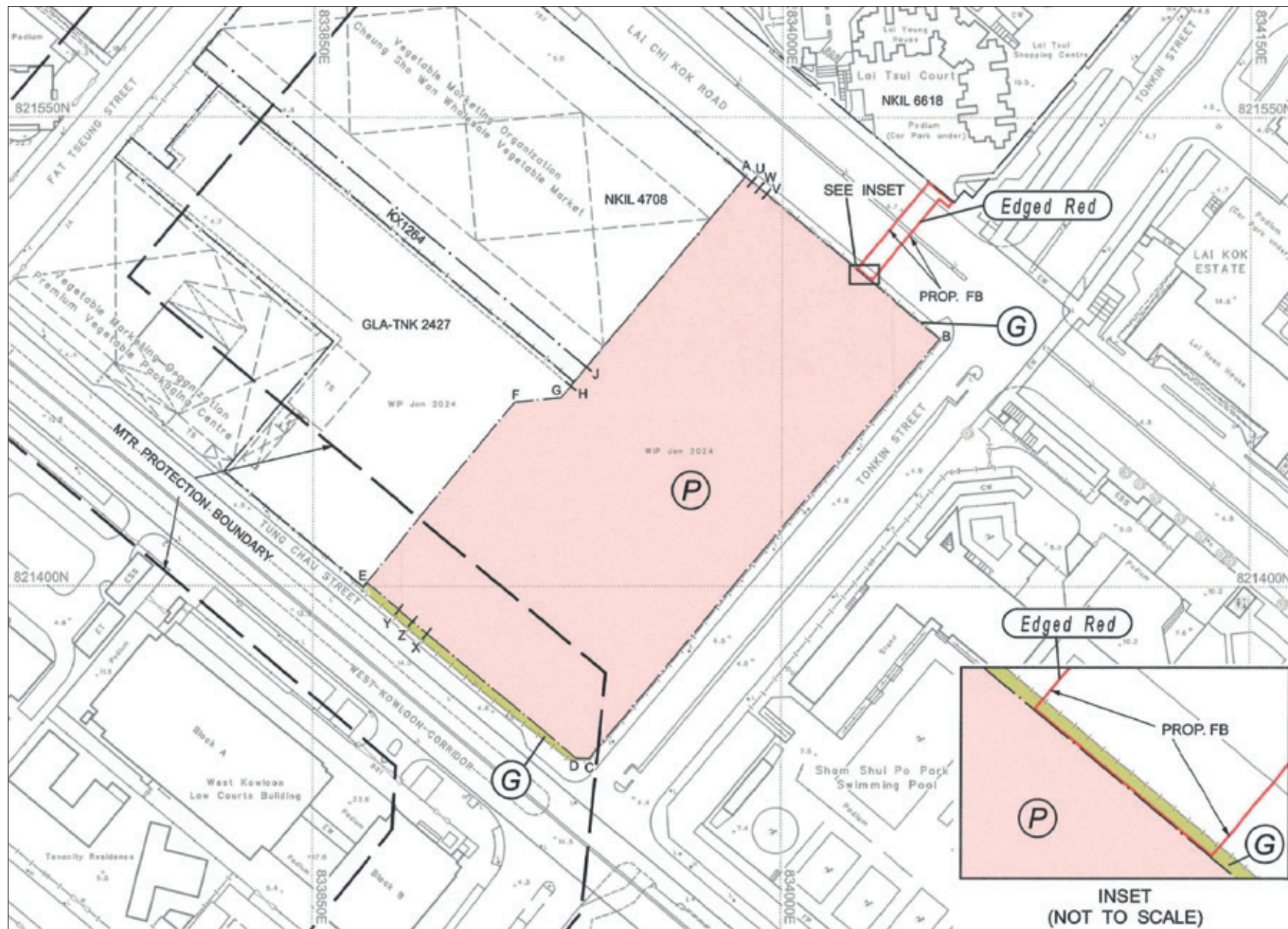
Not applicable

註：此公共設施及公眾休憩用地的資料所載的「公契」的有關條文乃根據已獲地政總署法律諮詢及田土轉易處(「法律諮詢及田土轉易處」)批核的「公契」摘錄。

Note: The provisions of the DMC set out under this Information on Public Facilities and Public Open Spaces are extracted from the DMC approved by the Legal Advisory and Conveyancing Office of the Lands Department ("LACO").



麗玥苑「該租契」附圖(摘錄)  
Extract of Plan Annexed to the said lease of Lai Yuet Court

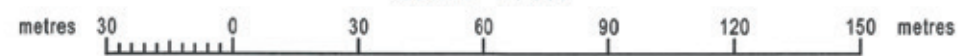


圖例 NOTATION

	綠色	GREEN
	紅色界線	EDGED RED
PROP. FB	擬建行人天橋	PROPOSED FOOTBRIDGE

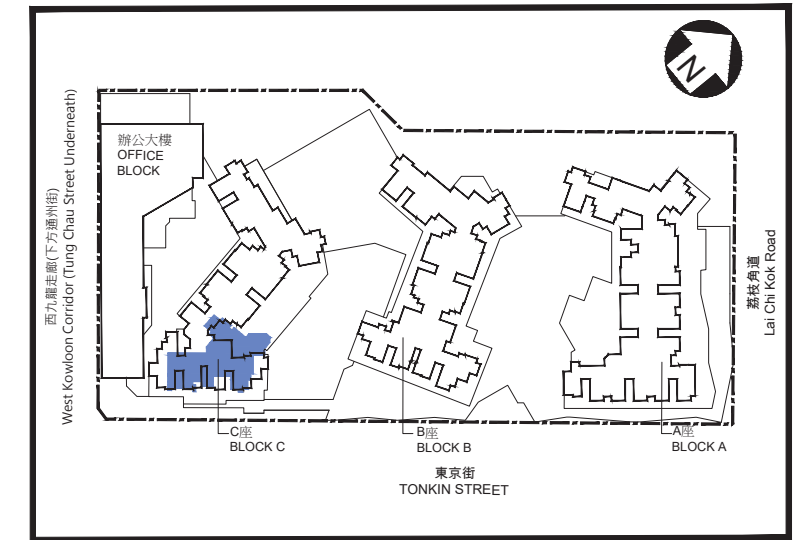
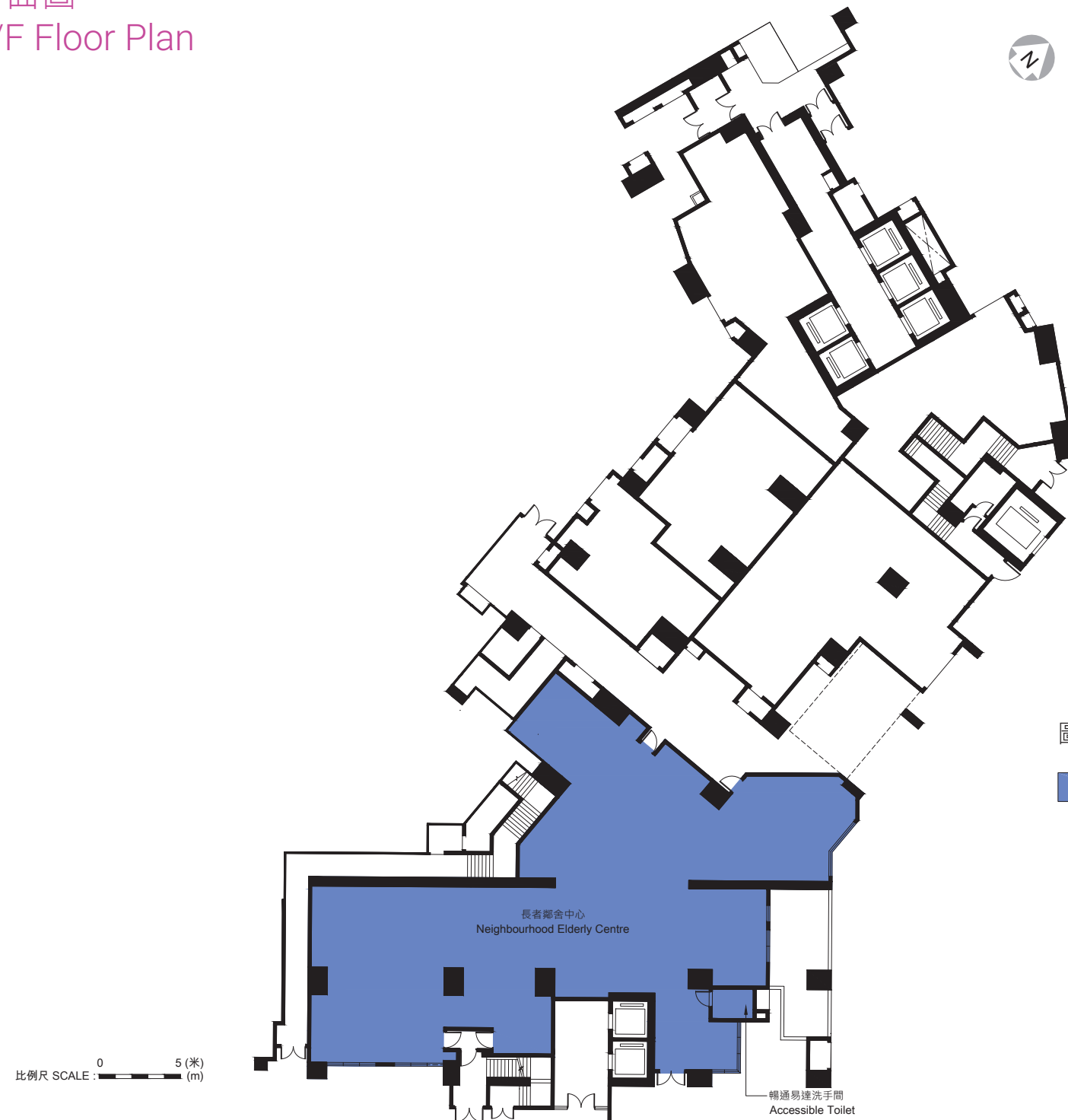
COLOURED PINK AREA 15 182 SQUARE METRES (ABOUT)

SCALE 1:1 500



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

C座地下平面圖  
Block C G/F Floor Plan



指示圖 KEY PLAN

圖例 NOTATION

- 長者鄰舍中心  
Neighbourhood Elderly Centre

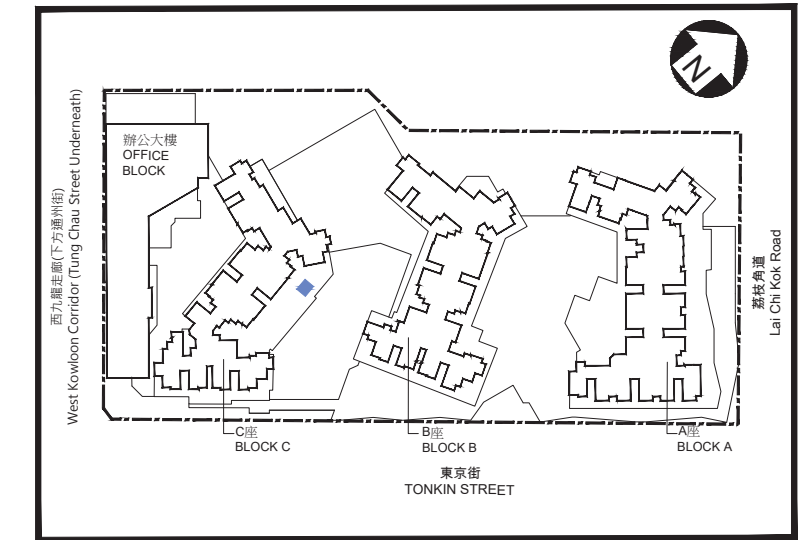
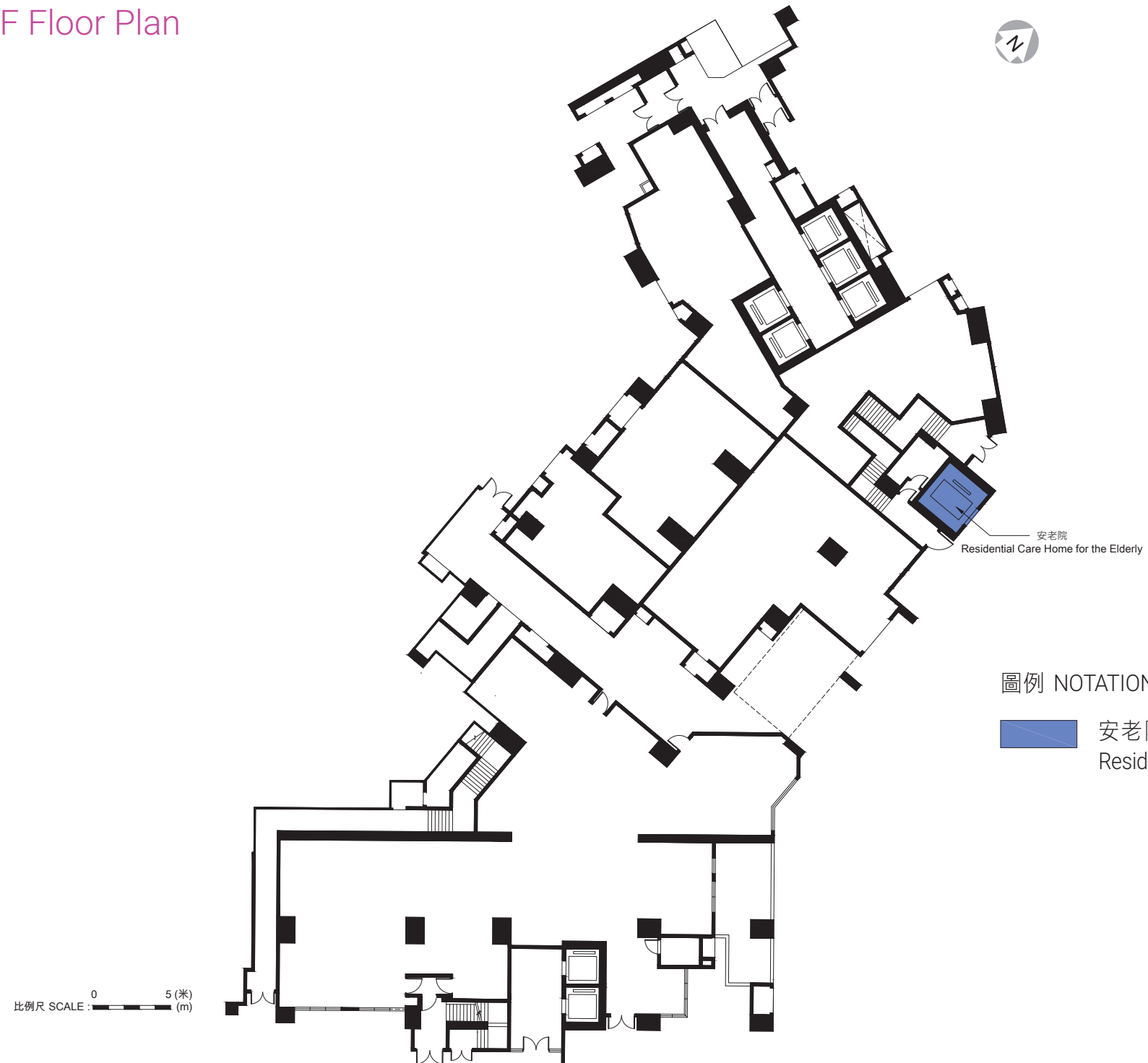


政府屋宇-安老院

Government Accommodation – Residential Care Home for the Elderly

C座地下平面圖

Block C G/F Floor Plan



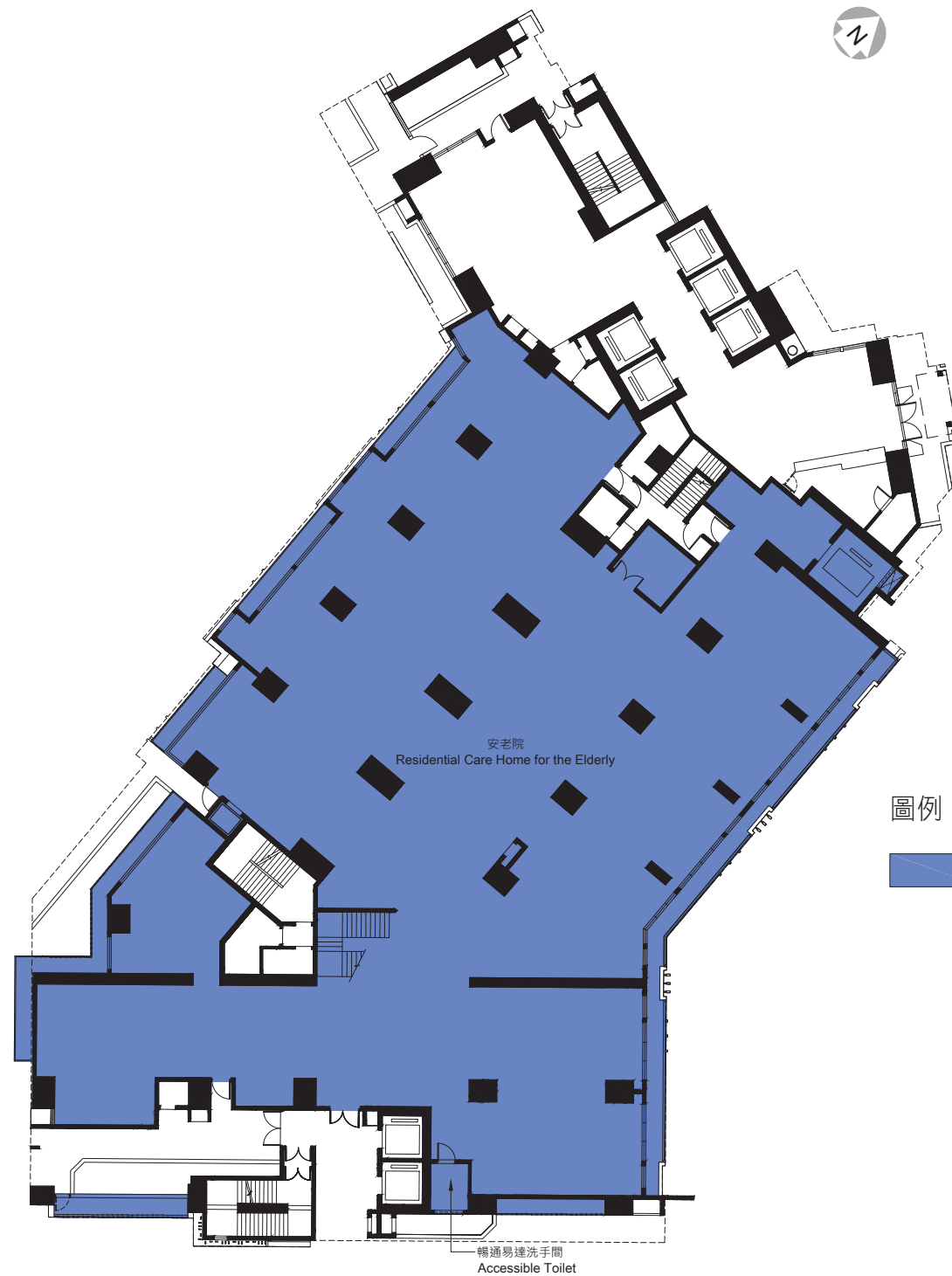
指示圖 KEY PLAN

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

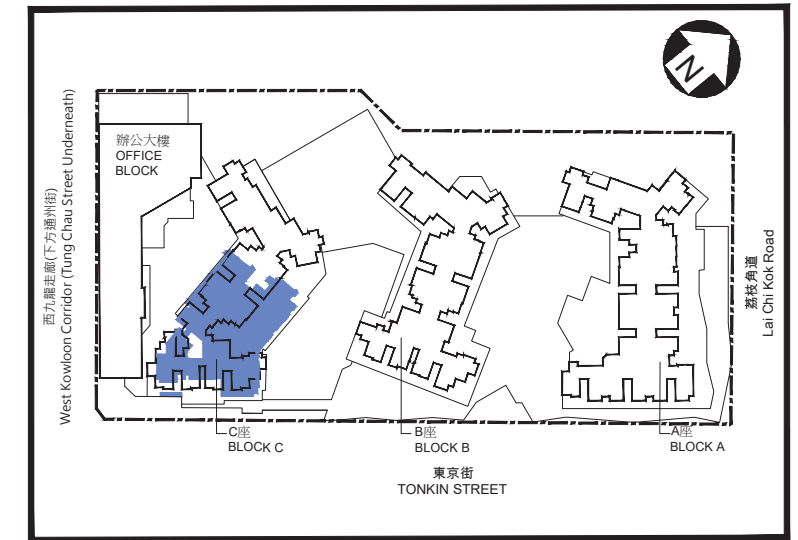
C座1樓平面圖  
Block C 1/F Floor Plan



比例尺 SCALE: 0 5 (米) (m)

圖例 NOTATION

- 安老院  
Residential Care Home for the Elderly



指示圖 KEY PLAN

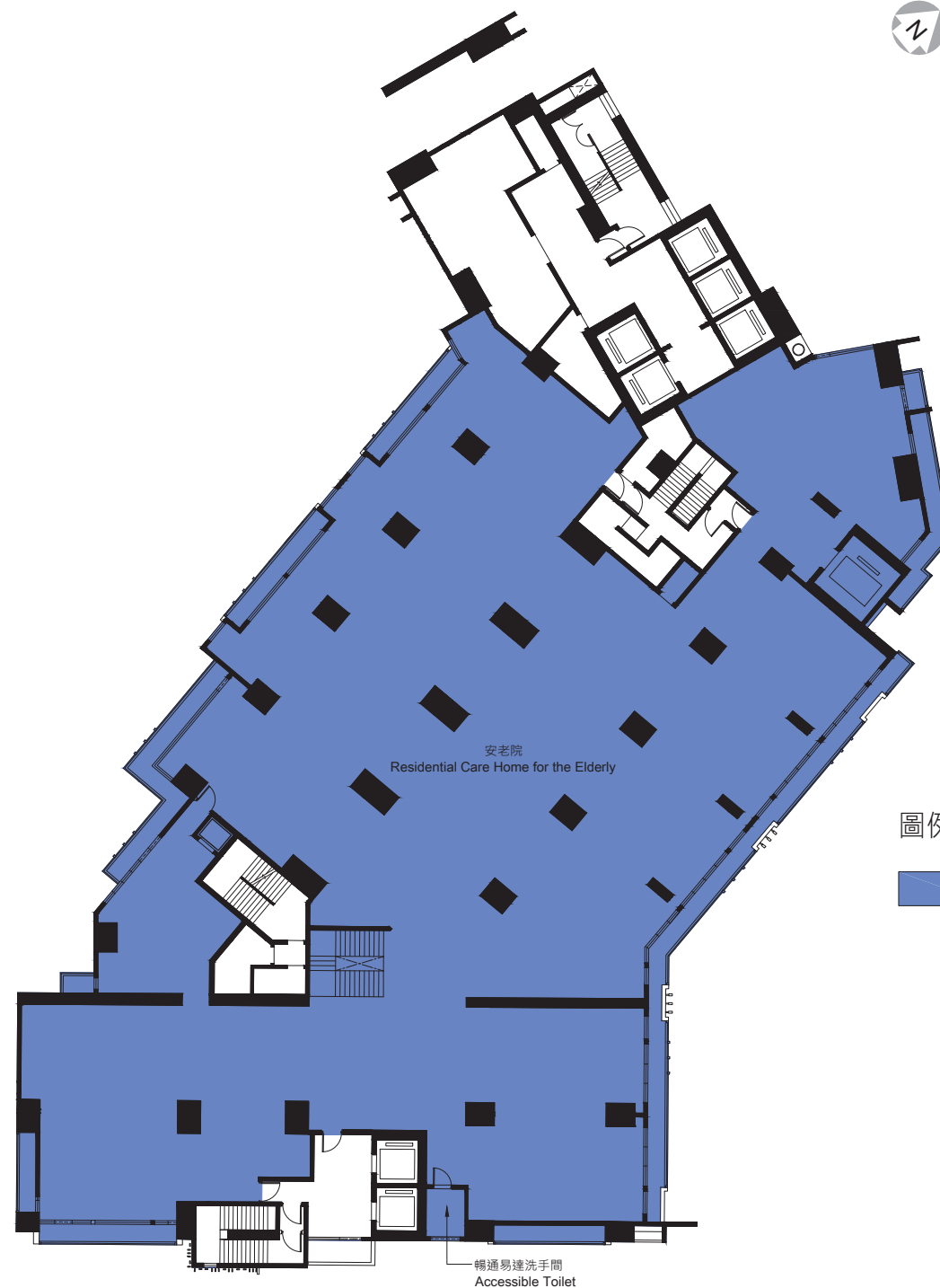


政府屋宇－安老院

Government Accommodation – Residential Care Home for the Elderly

C座2樓平面圖

Block C 2/F Floor Plan

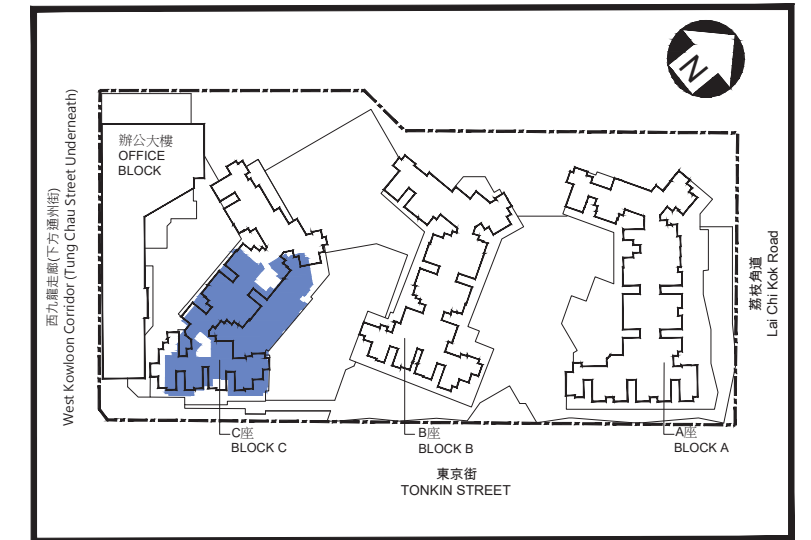


比例尺 SCALE: 0 5 (米) (m)

輪椅易達洗手間  
Accessible Toilet

圖例 NOTATION

- 安老院  
Residential Care Home for the Elderly



指示圖 KEY PLAN

# 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
- 與房委會所委聘的代表律師行商議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
- consult with 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.



#### C座 Block C

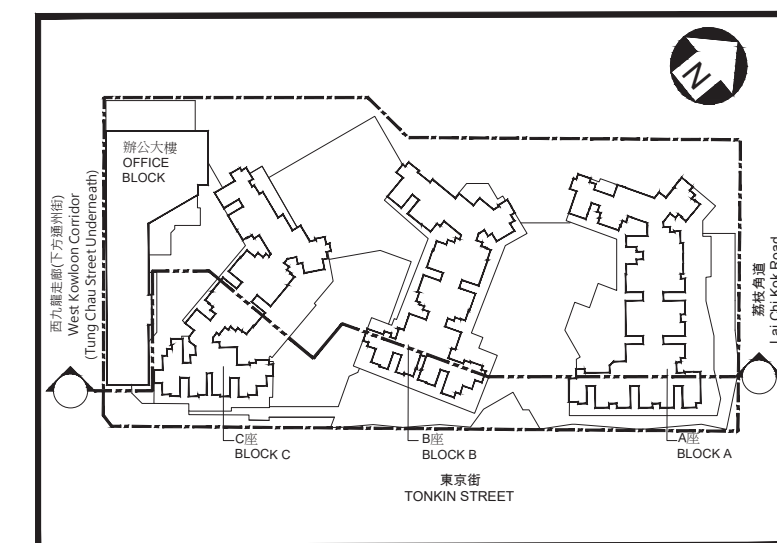
天台 Roof	天台 Roof
40樓住宅單位	40/F Residential Flats
39樓住宅單位	39/F Residential Flats
38樓住宅單位	38/F Residential Flats
37樓住宅單位	37/F Residential Flats
36樓住宅單位	36/F Residential Flats
35樓住宅單位	35/F Residential Flats
34樓住宅單位	34/F Residential Flats
33樓住宅單位	33/F Residential Flats
32樓住宅單位	32/F Residential Flats
31樓住宅單位	31/F Residential Flats
30樓住宅單位	30/F Residential Flats
29樓住宅單位	29/F Residential Flats
28樓住宅單位	28/F Residential Flats
27樓住宅單位	27/F Residential Flats
26樓住宅單位	26/F Residential Flats
25樓住宅單位	25/F Residential Flats
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23樓住宅單位	23/F Residential Flats
22樓住宅單位	22/F Residential Flats
21樓住宅單位	21/F Residential Flats
20樓住宅單位	20/F Residential Flats
19樓住宅單位	19/F Residential Flats
18樓住宅單位	18/F Residential Flats
17樓住宅單位	17/F Residential Flats
16樓住宅單位	16/F Residential Flats
15樓住宅單位	15/F Residential Flats
14樓住宅單位	14/F Residential Flats
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11樓住宅單位	11/F Residential Flats
10樓住宅單位	10/F Residential Flats
9樓住宅單位	9/F Residential Flats
8樓住宅單位	8/F Residential Flats
7樓住宅單位	7/F Residential Flats
6樓住宅單位	6/F Residential Flats
5樓住宅單位	5/F Residential Flats
4樓住宅單位	4/F Residential Flats
3樓住宅單位	3/F Residential Flats

#### B座 Block B

天台 Roof	天台 Roof
40樓住宅單位	40/F Residential Flats
39樓住宅單位	39/F Residential Flats
38樓住宅單位	38/F Residential Flats
37樓住宅單位	37/F Residential Flats
36樓住宅單位	36/F Residential Flats
35樓住宅單位	35/F Residential Flats
34樓住宅單位	34/F Residential Flats
33樓住宅單位	33/F Residential Flats
32樓住宅單位	32/F Residential Flats
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11樓住宅單位	11/F Residential Flats
10樓住宅單位	10/F Residential Flats
9樓住宅單位	9/F Residential Flats
8樓住宅單位	8/F Residential Flats
7樓住宅單位	7/F Residential Flats
6樓住宅單位	6/F Residential Flats
5樓住宅單位	5/F Residential Flats
4樓住宅單位	4/F Residential Flats
3樓住宅單位	3/F Residential Flats
2樓住宅單位	2/F Residential Flats

#### A座 Block A

天台 Roof	天台 Roof
40樓住宅單位	40/F Residential Flats
39樓住宅單位	39/F Residential Flats
38樓住宅單位	38/F Residential Flats
37樓住宅單位	37/F Residential Flats
36樓住宅單位	36/F Residential Flats
35樓住宅單位	35/F Residential Flats
34樓住宅單位	34/F Residential Flats
33樓住宅單位	33/F Residential Flats
32樓住宅單位	32/F Residential Flats
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6樓住宅單位	6/F Residential Flats
5樓住宅單位	5/F Residential Flats
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2樓住宅單位	2/F Residential Flats

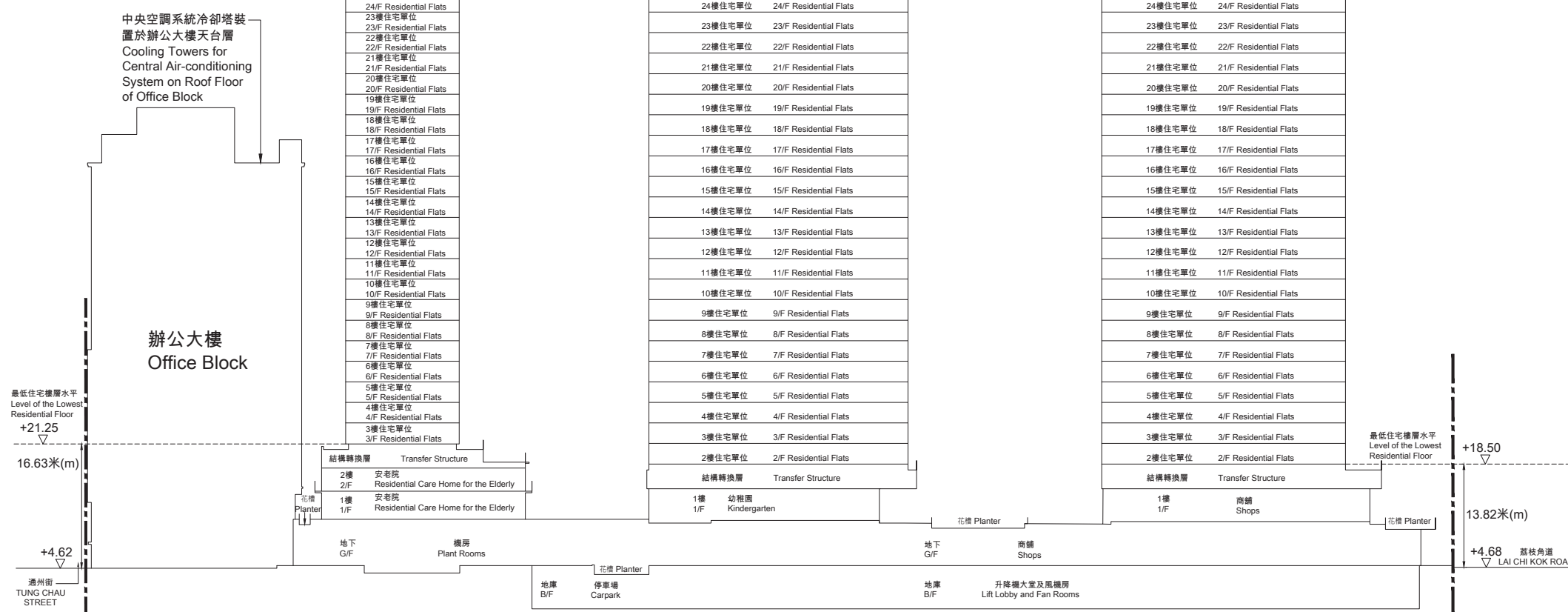


指示圖 KEY PLAN

#### 圖例 NOTATION

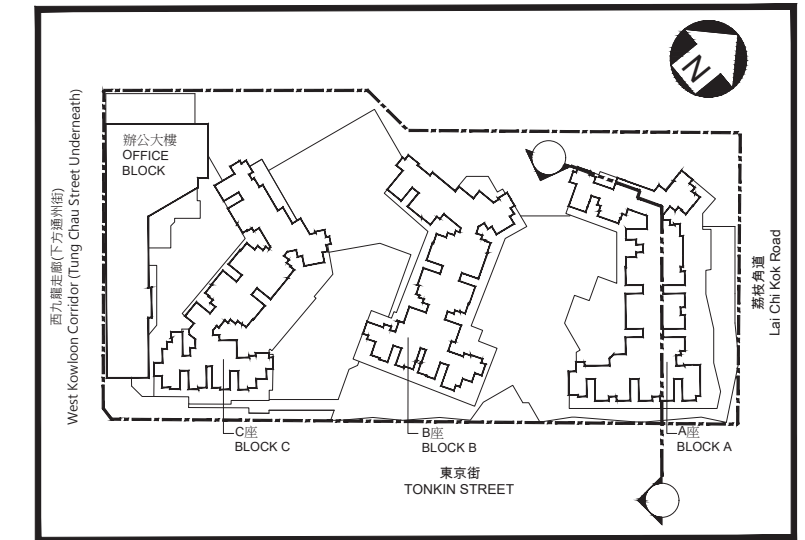
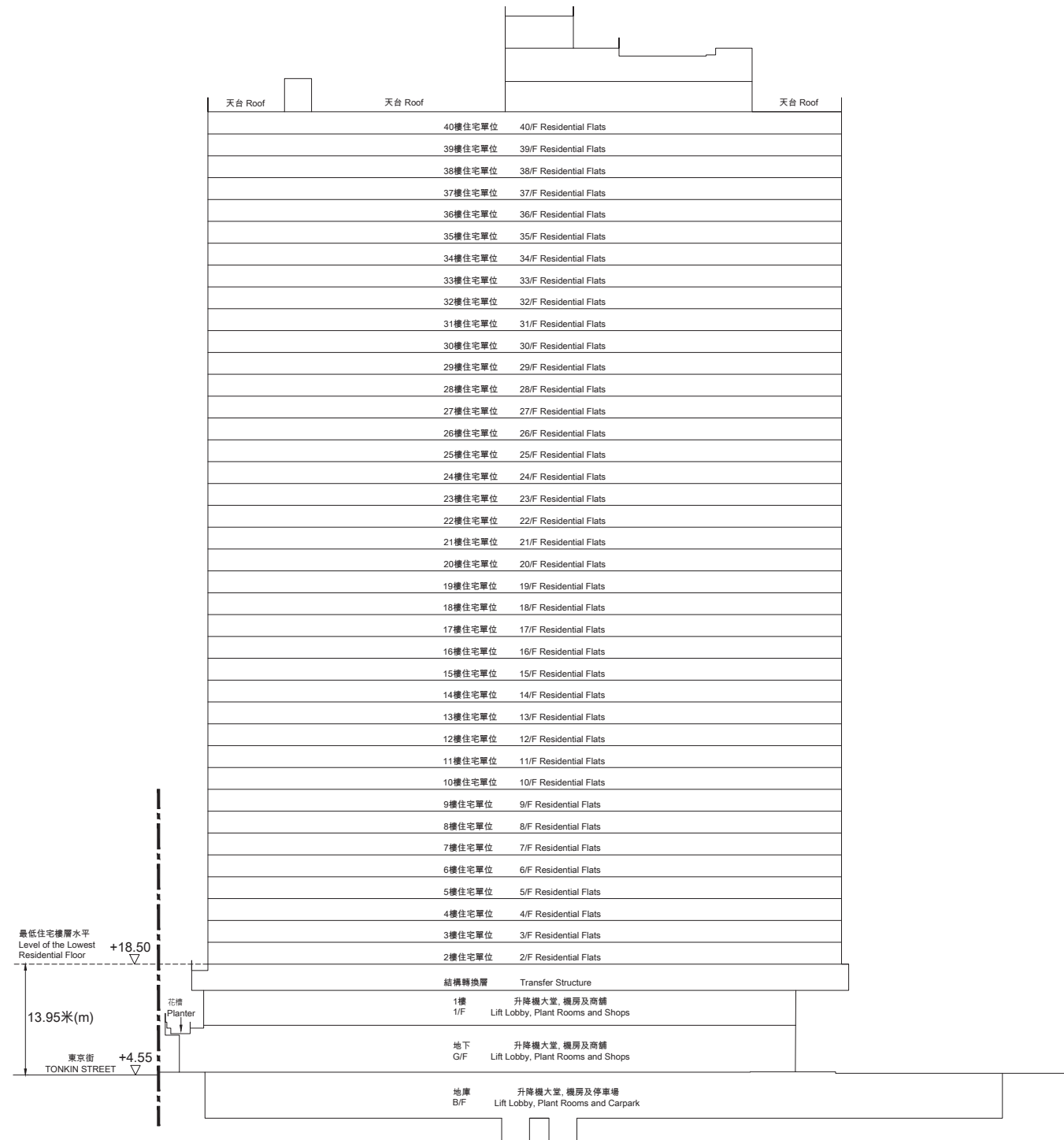
	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

- 毗連建築物(A座)的一段荔枝角道為香港主水平基準以上4.68米。  
The part of Lai Chi Kok Road adjacent to the building (Block A) is 4.68 metres above the Hong Kong Principal Datum.
- 毗連建築物(C座)的一段通州街為香港主水平基準以上4.62米。  
The part of Tung Chau Street adjacent to the building (Block C) is 4.62 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

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

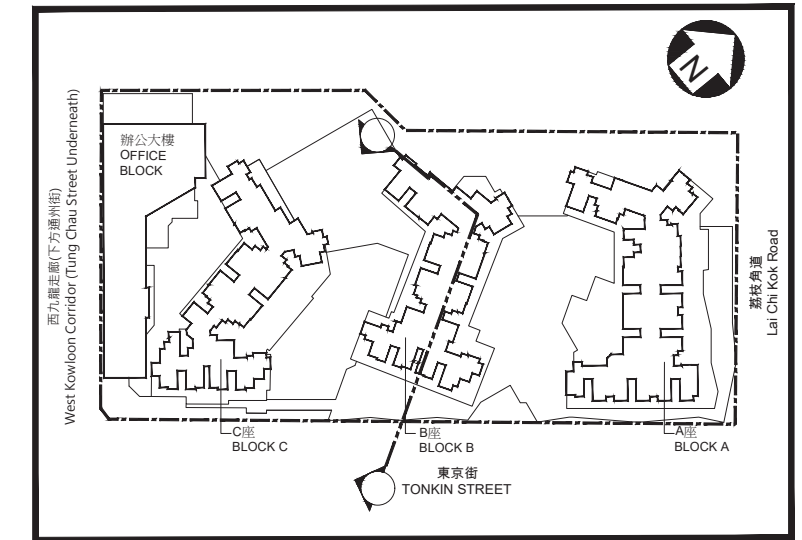
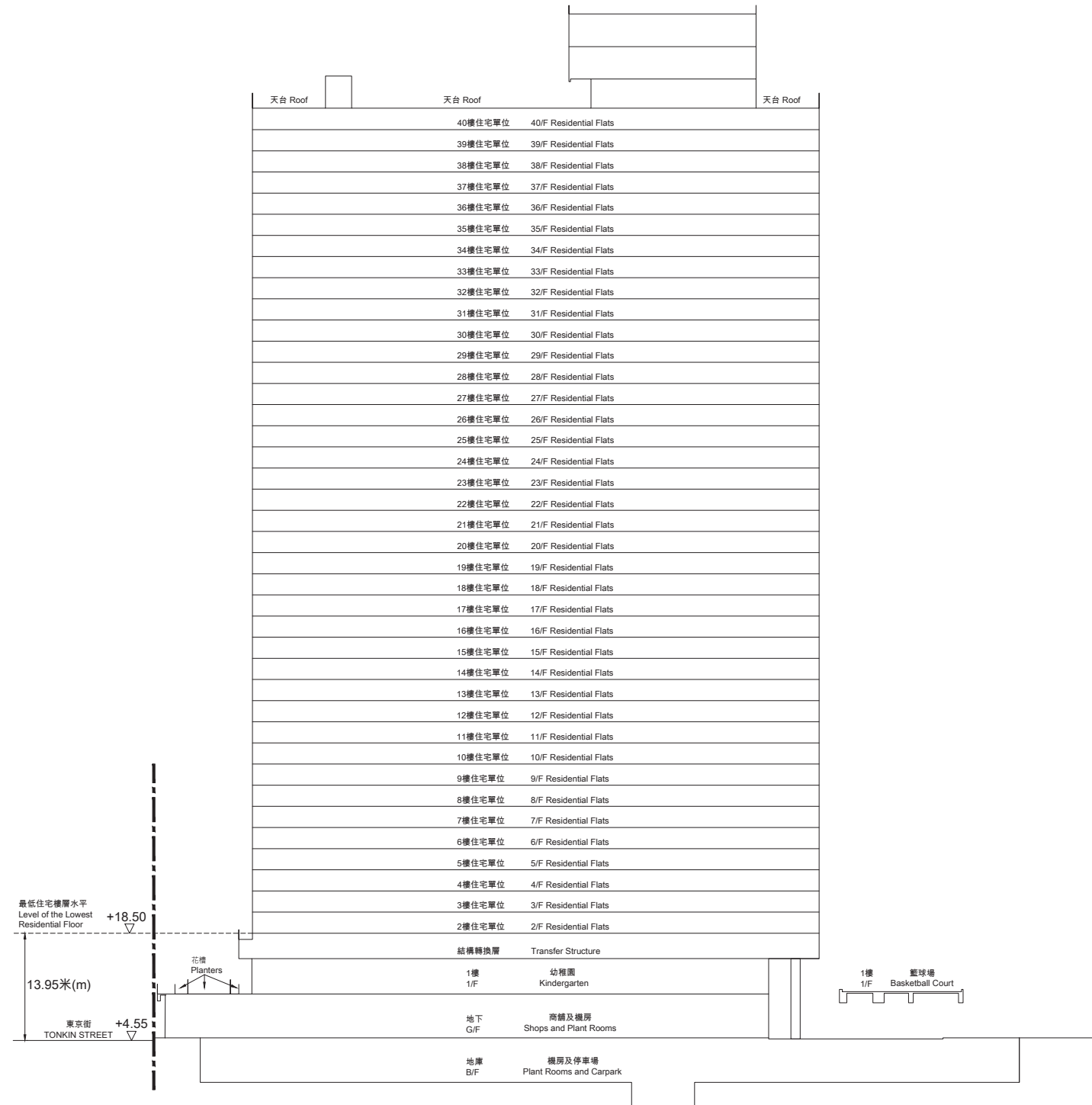
毗連建築物(A座)的一段東京街為香港主水平基準以上4.55米。

The part of Tonkin Street adjacent to the building (Block A) is 4.55 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

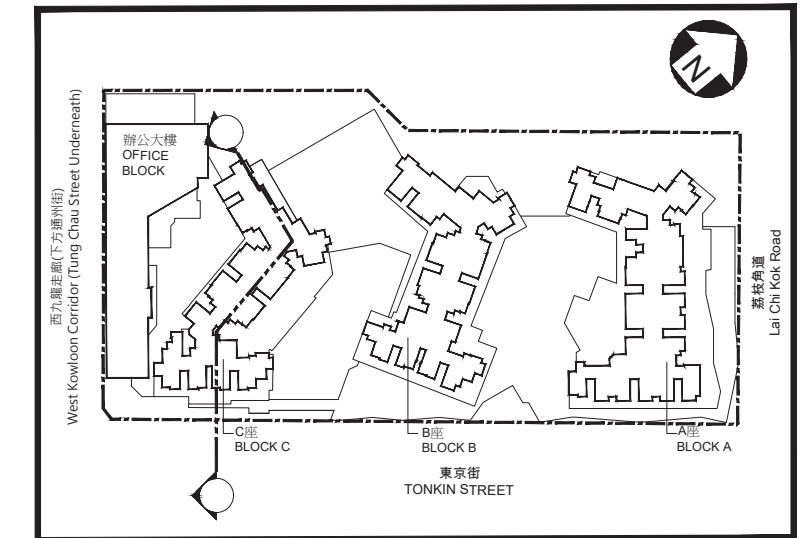
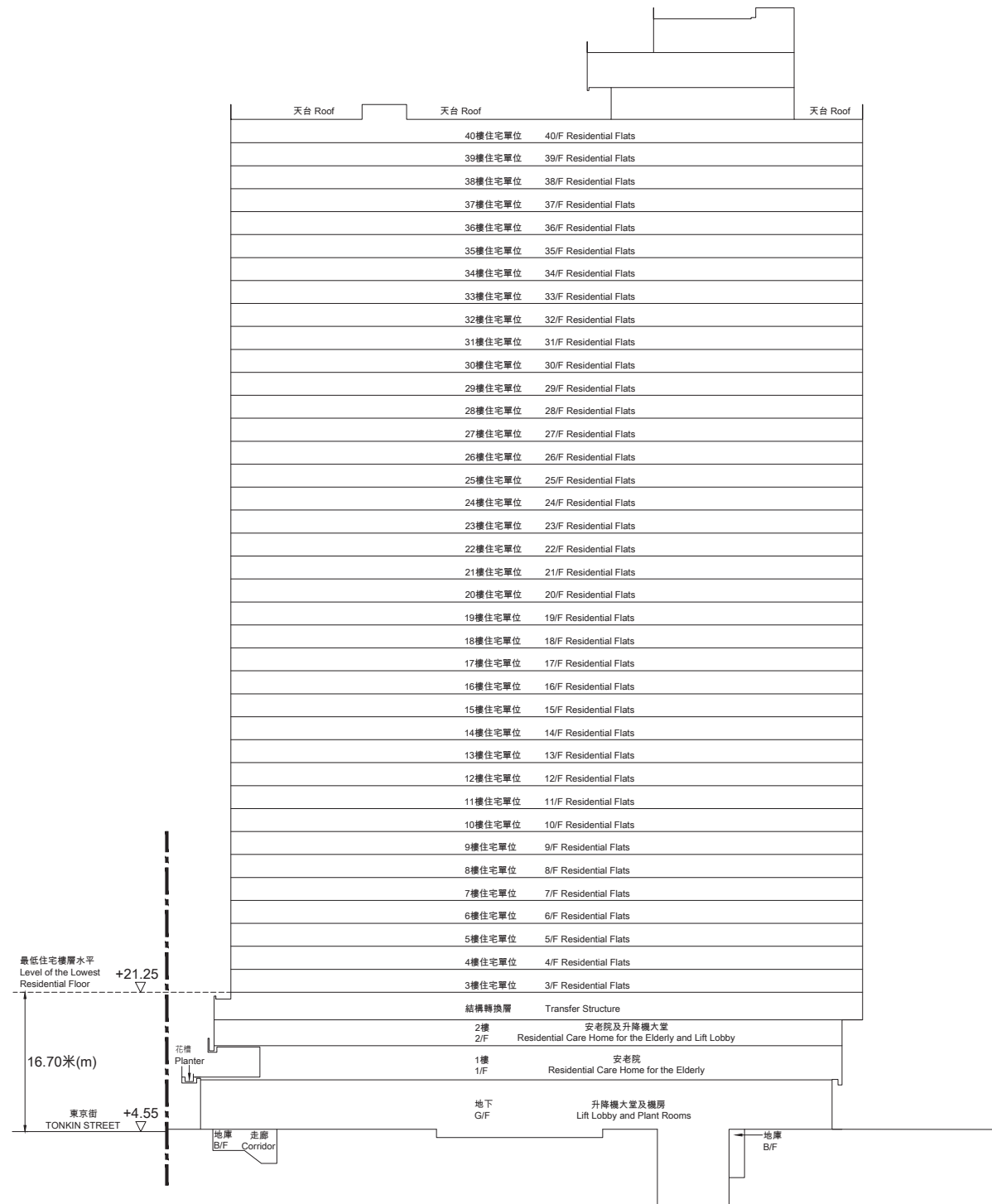
	發展項目的邊界	Boundary Line of the Development
	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

毗連建築物(B座)的一段東京街為香港主水平基準以上4.55米。

The part of Tonkin Street adjacent to the building (Block B) is 4.55 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

C座  
Block C



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(C座)的一段東京街為香港主水平基準以上4.55米。

The part of Tonkin Street adjacent to the building (Block C) is 4.55 metres above the Hong Kong Principal Datum.

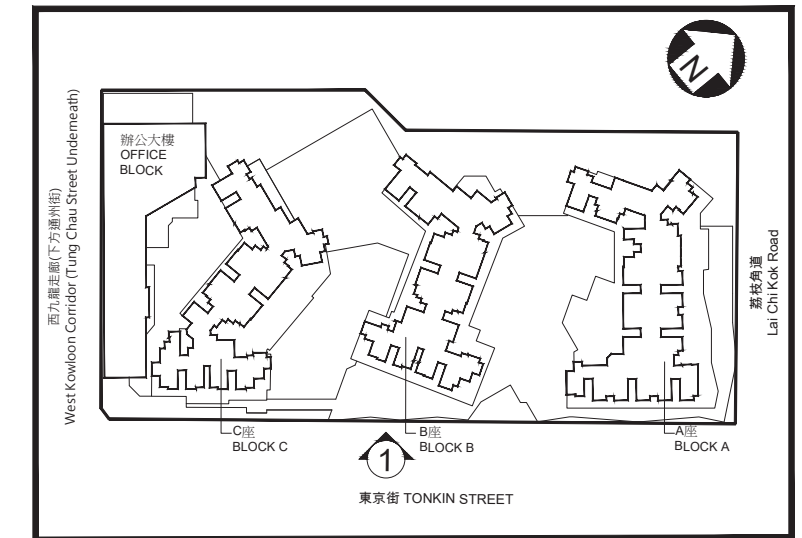
# 20 立面圖

## Elevation Plan

C座 Block C

B座 Block B

A座 Block A



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2023年9月15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。

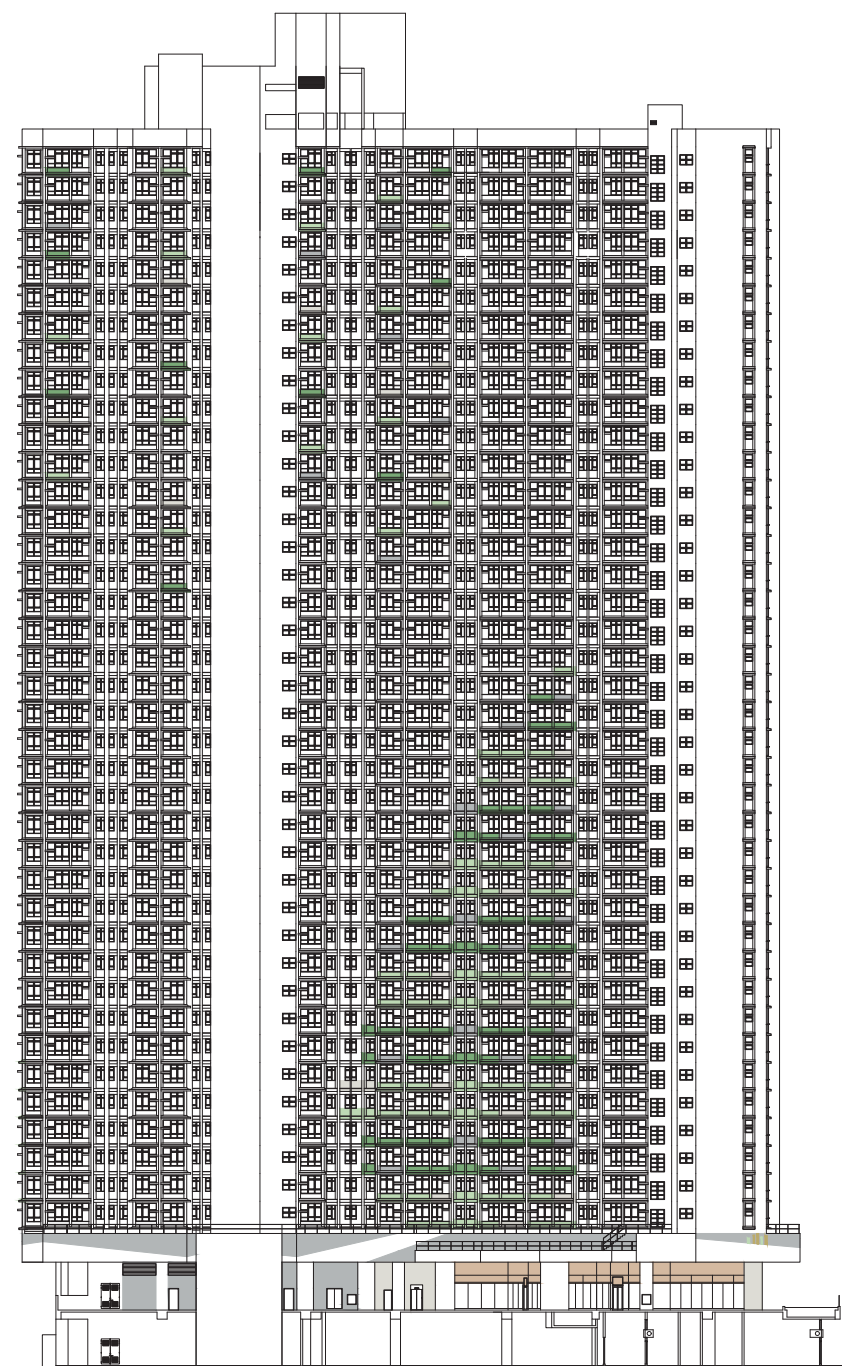
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 15 September 2023; and
2. are in general accordance with the outward appearance of the Development.

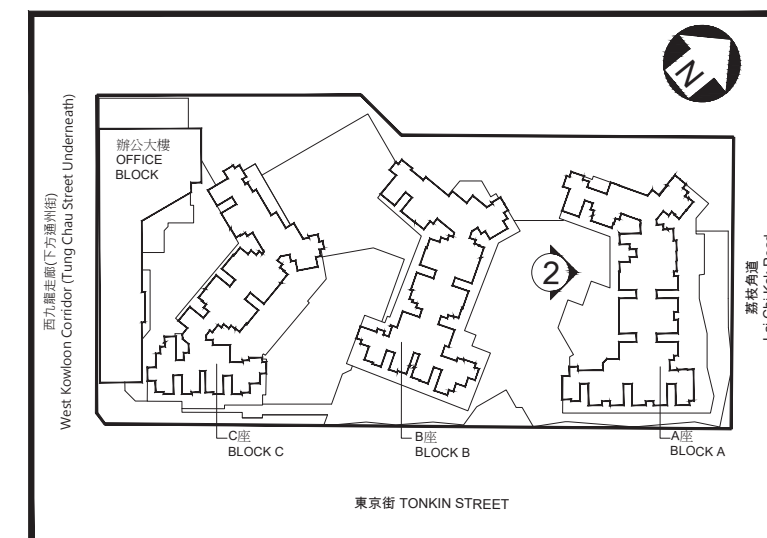
東南面立面圖“1”  
South East Elevation Plan “1”



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：

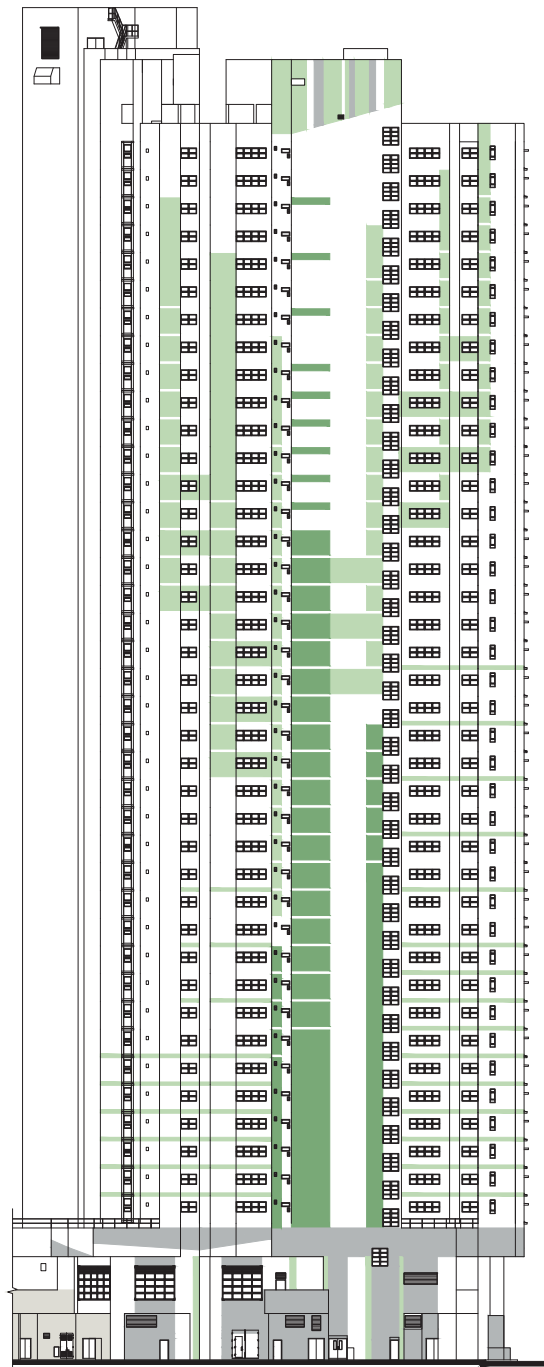
1. 以2023年9月15日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

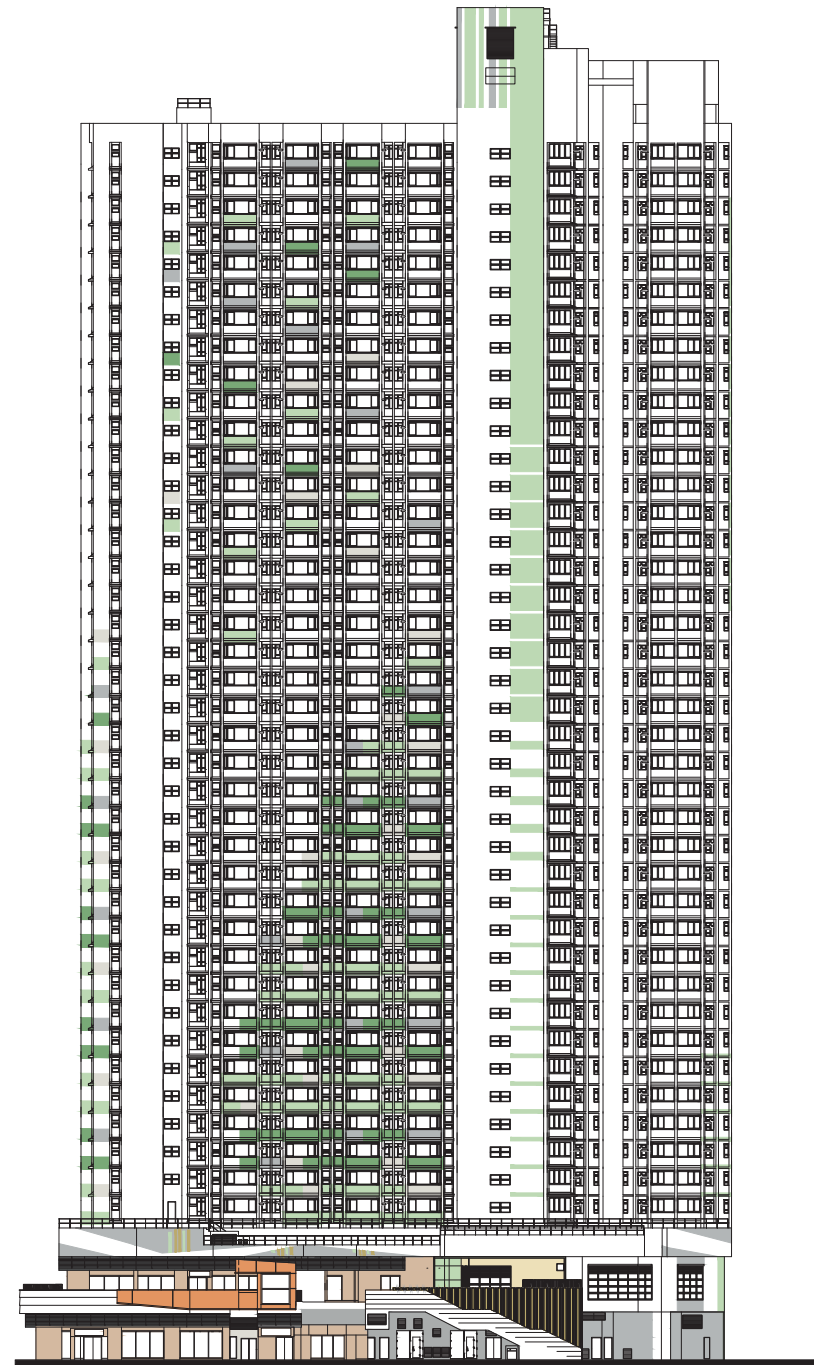
1. is prepared on the basis of the approved general building plans for the Development as of 15 September 2023; and
2. is in general accordance with the outward appearance of the Development.

立面圖  
Elevation Plan

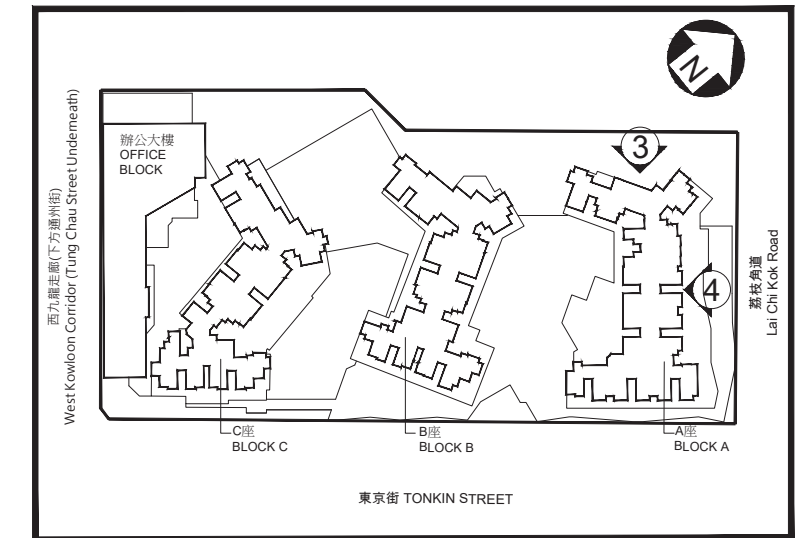
A座  
Block A



西北面立面圖“3”  
North West Elevation Plan “3”



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



指示圖 KEY PLAN

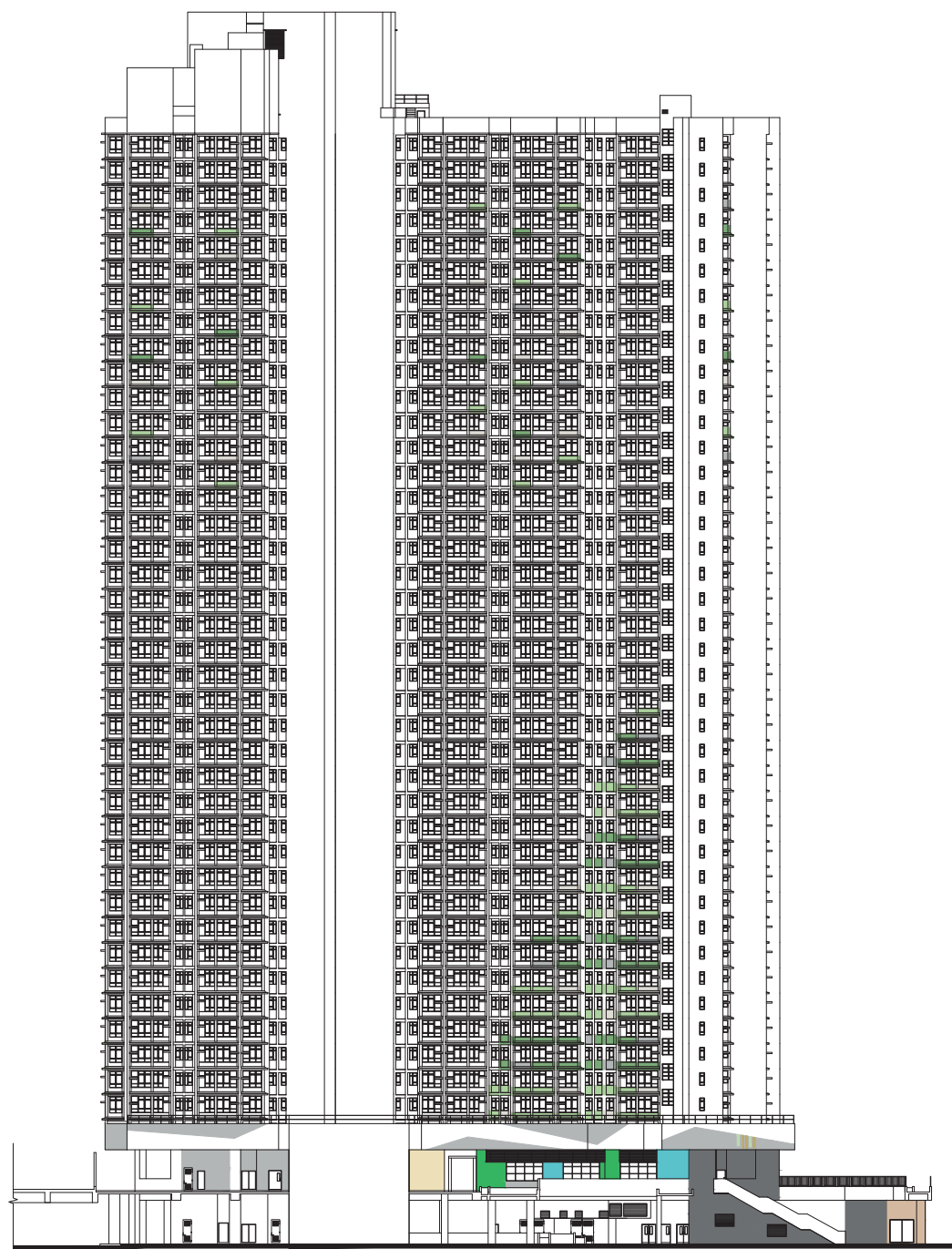
本圖所顯示的立面：

1. 以2023年9月15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。

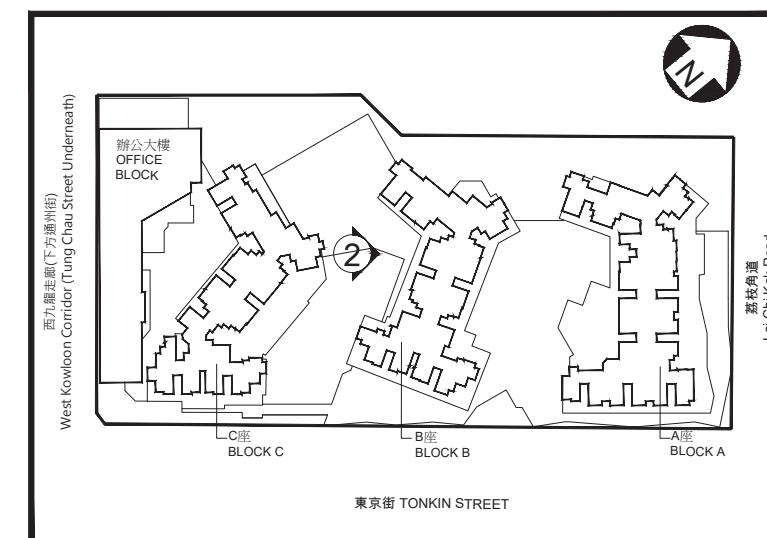
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 15 September 2023; and
2. are in general accordance with the outward appearance of the Development.

B座  
Block B



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2023年9月15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。

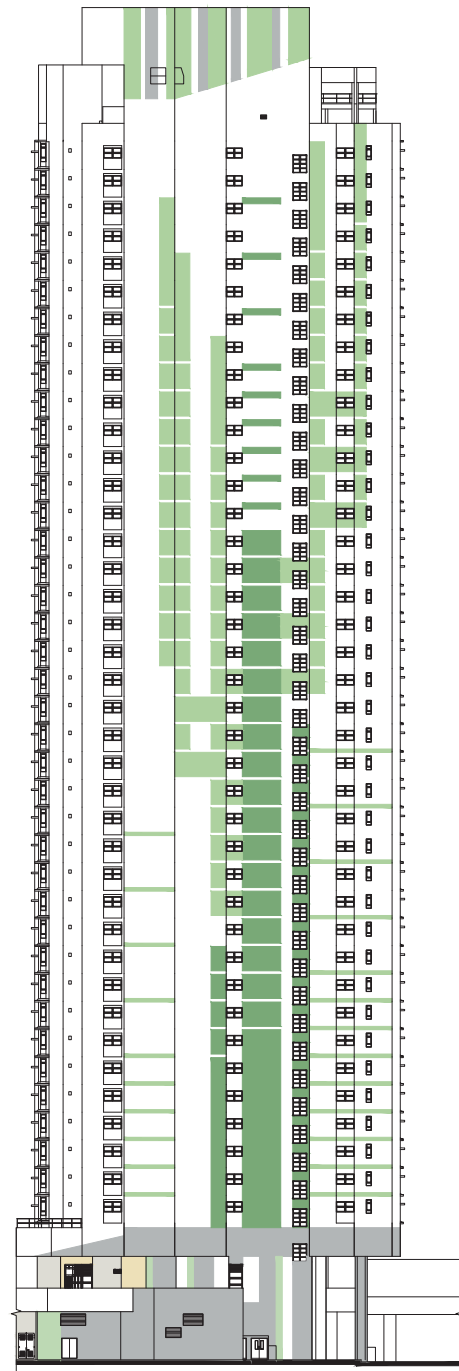
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 15 September 2023; and
2. is in general accordance with the outward appearance of the Development.



立面圖  
Elevation Plan

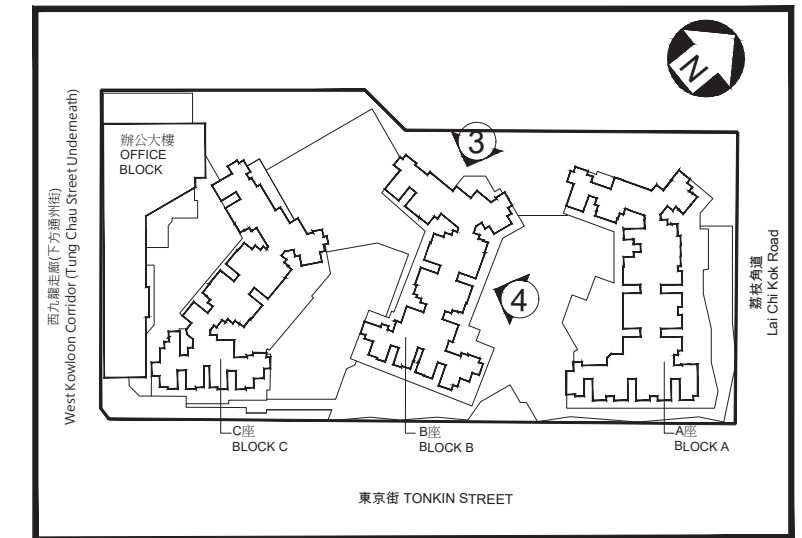
B座  
Block B



西北面立面圖“3”  
North West Elevation Plan “3”



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



指示圖 KEY PLAN

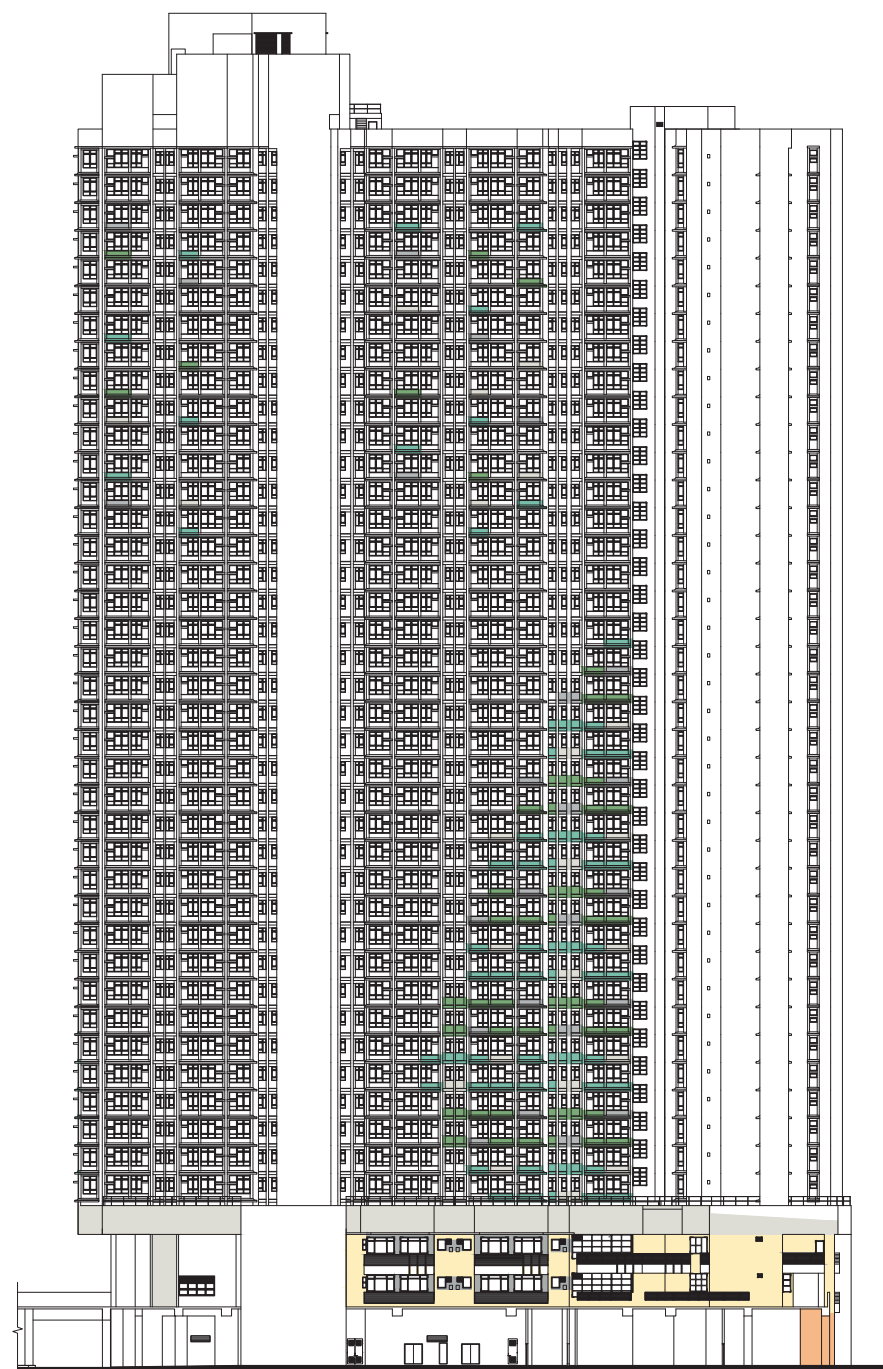
本圖所顯示的立面：

1. 以2023年9月15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。

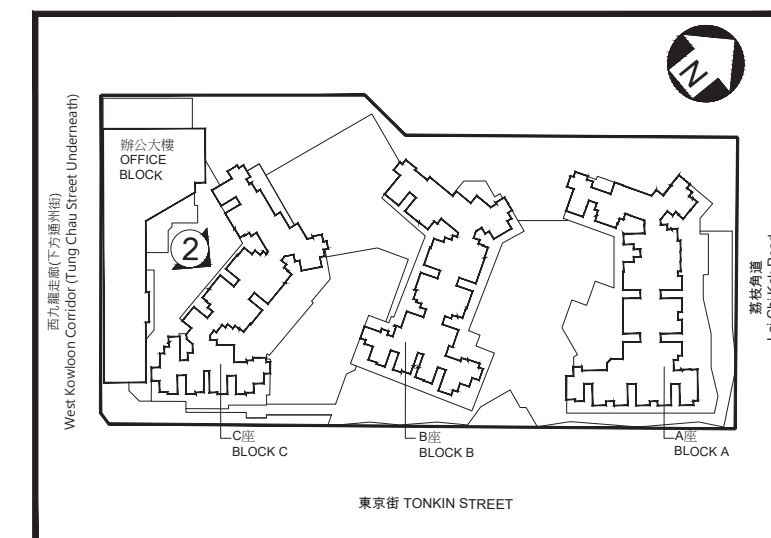
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 15 September 2023; and
2. are in general accordance with the outward appearance of the Development.

C座  
Block C



西面立面圖“2”  
West Elevation Plan “2”



指示圖 KEY PLAN

本圖所顯示的立面：

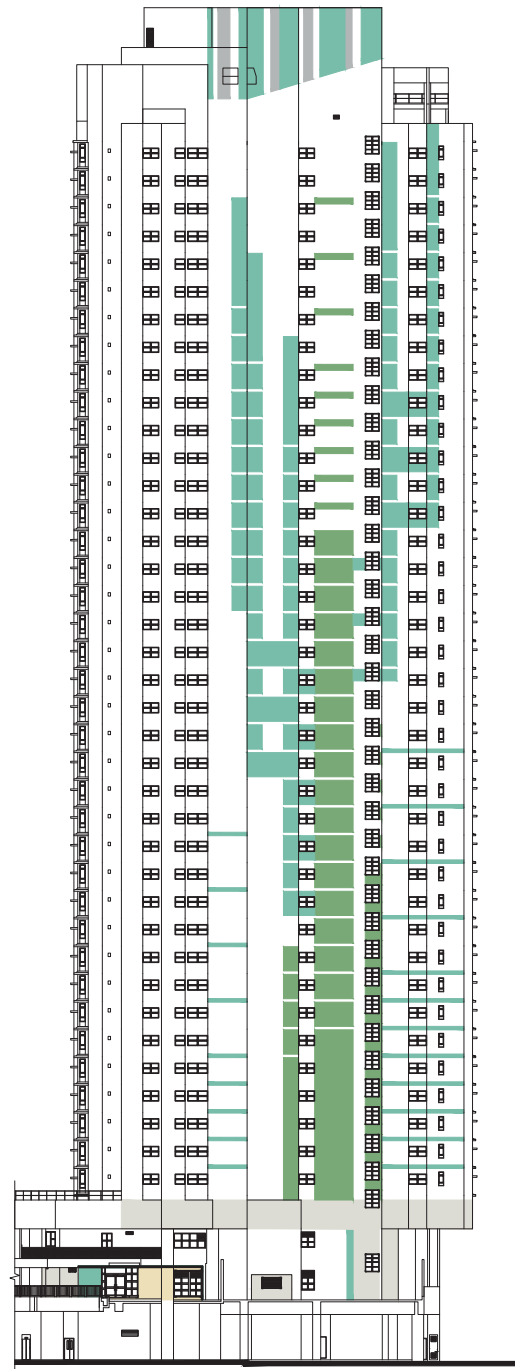
1. 以2024年4月26日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 26 April 2024; and
2. is in general accordance with the outward appearance of the Development.

立面圖  
Elevation Plan

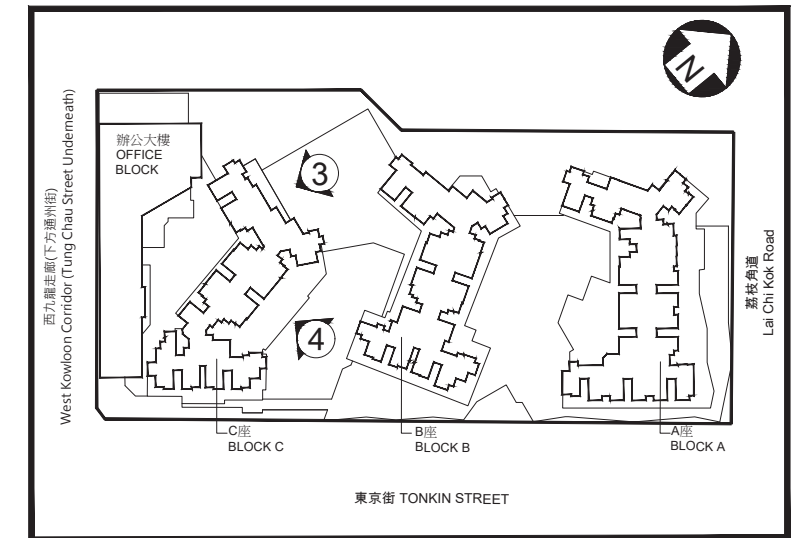
C座  
Block C



北面立面圖“3”  
North Elevation Plan “3”



東面立面圖“4”  
East Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2024年4月26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 elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 26 April 2024; and
2. are 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.	439.056	2,938.046	3,377.102
	平方呎 sq.ft.	4,726	31,625	36,351

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 麗玥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 Lai Yuet 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。地下和1樓外牆局部鋪砌瓷磚。	Finished with external paint. Some finished with ceramic wall tiles at G/F and 1/F.
b	窗 Windows	<p>客/飯廳選用鋁質窗框配清玻璃或有色玻璃。若玻璃片的任何一部分距離地板低於1.1米(面向露台的窗除外)，該玻璃片則採用強化清玻璃或強化有色玻璃。</p> <p>廚房選用鋁質窗框配清玻璃或有色玻璃，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或強化有色玻璃。</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或強化有色玻璃，及一層鋁質窗框(部分設有吸音物料的鋁質疏孔面板)及可以用六角匙(如有)開啓的固定窗框配清玻璃或有色玻璃組成。</p> <p>固定窗選用鋁質窗框配清玻璃或有色玻璃，部分固定窗可以用六角匙(如有)開啓。</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132頁至第137頁。</p>	<p>Aluminium window frame fitted with clear float glass or tinted float glass for living/dining room. When any part of the glass panel is less than 1.1m above floor level (except the windows facing to balcony), tempered clear float glass or tempered tinted float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear float glass or tinted float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass or tempered tinted 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 or tempered tinted float glass with locking device and a layer of aluminium window frame (partially fitted with sound absorptive material clad with aluminium lining panel with perforations) and fixed window frame openable with allen key (if any) fitted with clear float glass or tinted float glass.</p> <p>Fixed windows comprise of aluminium window frame fitted with clear float glass or tinted float glass and with part of the windows openable with allen key (if any).</p> <p>Please refer to the plan on page 132 to page 137 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



1 外部裝修物料 EXTERIOR FINISHES			
e	陽台或露台 Verandah or balcony	<p><b>(i) 露台：</b> A座的1號至2號、4號至7號、9號至12號單位；B座的9號至11號單位；C座的9號至10號單位設有露台。 露台選用固定鋁質趟窗框配強化清玻璃或強化有色玻璃。若玻璃片的任何一部份距離地板低於1.1米該玻璃則採用強化清玻璃或強化有色玻璃。 牆壁及天花板髹上外牆漆，部分牆壁及天花板覆蓋設有吸音物料的鋁質疏孔面板。地板及牆腳線以過底磚鋪砌。 有關設有露台之單位及有關露台的位置，請參閱第20頁至第31頁的樓面平面圖。 是否有蓋：所有露台均有蓋。</p> <p><b>(ii) 陽台：不適用</b></p>	<p><b>(i) Balcony:</b> Balconies are provided in Flat 1 to Flat 2, Flat 4 to Flat 7, Flat 9 to Flat 12 of Block A; Flat 9 to Flat 11 of Block B; Flat 9 to Flat 10 of Block C. Aluminium fixed sliding window frame fitted with tempered clear float glass or tempered tinted 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 or tempered tinted float glass is used for such glass panel. Walls and ceiling are finished with external paint and partially fitted with sound absorptive material clad with aluminium lining panel with perforations. Floor and skirting are finished with homogeneous tiles. Please refer to the floor plan on page 20 to page 31 for flats with balconies and the locations of such balconies. Whether it is covered: 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1號至2號、4號至7號、9號至12號單位，B座的9號至11號單位，C座的9號至10號單位除外)。 A座的1號至2號、4號至7號、9號至12號單位，B座的9號至11號單位，C座的9號至10號單位露台的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 Flat 1 to Flat 2, Flat 4 to Flat 7, Flat 9 to Flat 12 of Block A; Flat 9 to Flat 11 of Block B; Flat 9 to Flat 10 of Block C). Stainless steel clothing drying rod is fitted at the ceiling of balcony of Flat 1 to Flat 2, Flat 4 to Flat 7, Flat 9 to Flat 12 of Block A; Flat 9 to Flat 11 of Block B; Flat 9 to Flat 10 of Block C.</p>
2 室內裝修物料 INTERIOR FINISHES			
a	大堂 Lobby	<p><b>地庫至地下大堂及1樓主入口大堂：</b> 牆壁以瓷磚鋪砌。地板以過底磚鋪砌。天花板髹上乳膠漆。部分天花板設有鋁質天花。 <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>B/F, G/F and 1/F domestic lift lobby:</b> Walls are finished with ceramic tiles. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Part of ceiling is fitted with aluminium suspended ceiling. <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搗平地台。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。</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或夾層強化有色玻璃及五金配件。</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.</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 or laminated tempered tinted float glass and ironmongeries.</p>
b	浴室 Bathroom	<p>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。</p>	<p>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.</p>
c	廚房 Kitchen	<p>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。</p>	<p>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.</p>
d	睡房 Bedroom	<p>不適用</p>	<p>Not applicable</p>
e	電話 Telephone	<p>客/飯廳設有一個電話插座。</p>	<p>One telephone outlet is provided in the living/dining room.</p>
f	天線 Aerials	<p>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，空間預留給電訊及廣播服務。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」。</p>	<p>TV/FM outlets for local TV and FM radio programmes, reserved spaces for telecommunications and broadcasting services. For number of outlets and reserved spaces, please refer to the "Schedule of Mechanical &amp; Electrical Provisions of Residential Properties".</p>
g	電力裝置 Electrical installations	<p>各單位客/飯廳內均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」。</p>	<p>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 &amp; Electrical Provisions of Residential Properties".</p>

### 3 室內裝置 INTERIOR FITTINGS

h	氣體供應 Gas supply	<p>煤氣供應接駁點設於廚房。</p> <p>廚房/浴室已預留即熱式氣體熱水爐安裝位置及相關隱藏式電線導管。(B座及C座的8號單位有兩個浴室，即熱式氣體熱水爐預留安裝位置及相關隱藏式電線導管只設於鄰接廚房的浴室，供單位內兩個浴室使用。)</p> <p>有關熱水爐預留空間的位置，請參閱「住宅物業機電裝置數量說明表」。(買方須自行聘請合資格人員安裝氣體熱水爐)</p>	<p>Town gas supply connection point is provided in the kitchen.</p> <p>Reserved space for "Instantaneous Gas" water heater and relevant concealed conduit for power are provided in the kitchen/bathroom. (There are two bathrooms in Flat 8 of Block B and Block C. The reserved space for "Instantaneous Gas" water heater and relevant concealed conduit for power are only provided in the bathroom abutting kitchen and served both bathrooms in the flat.)</p> <p>For location of the reserved space for water heater, please refer to the "Schedule of Mechanical &amp; Electrical Provisions of Residential Properties". (Purchasers are required to employ a qualified person for installation of the town gas water heater.)</p>
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 Lift	<p>六部「東芝」牌客用升降機服務A座</p> <ul style="list-style-type: none"> <li>三部客用升降機服務地庫至23樓 (型號為 TOSHIBA New ELBRIGHT)</li> <li>三部客用升降機服務地庫至1樓及24樓至40樓 (型號為 TOSHIBA New ELBRIGHT)</li> </ul> <p>五部「東芝」牌客用升降機服務B座</p> <ul style="list-style-type: none"> <li>兩部客用升降機服務地庫至18樓 (型號為 TOSHIBA New ELBRIGHT)</li> <li>三部客用升降機服務地庫至1樓及19樓至40樓 (型號為 TOSHIBA New ELBRIGHT)</li> </ul> <p>五部「東芝」牌客用升降機服務C座</p> <ul style="list-style-type: none"> <li>兩部客用升降機服務地庫至1樓及3樓至19樓 (型號為 TOSHIBA New ELBRIGHT)</li> <li>三部客用升降機服務地庫至1樓及20樓至40樓 (型號為 TOSHIBA New ELBRIGHT)</li> </ul>	<p>Six "TOSHIBA" passenger lifts serving Block A</p> <ul style="list-style-type: none"> <li>3 passenger lifts serving B/F to 23/F (Model no. TOSHIBA New ELBRIGHT)</li> <li>3 passenger lifts serving B/F to 1/F and 24/F to 40/F (Model no. TOSHIBA New ELBRIGHT)</li> </ul> <p>Five "TOSHIBA" passenger lifts serving Block B</p> <ul style="list-style-type: none"> <li>2 passenger lifts serving B/F to 18/F (Model no. TOSHIBA New ELBRIGHT)</li> <li>3 passenger lifts serving B/F to 1/F and 19/F to 40/F (Model no. TOSHIBA New ELBRIGHT)</li> </ul> <p>Five "TOSHIBA" passenger lifts serving Block C</p> <ul style="list-style-type: none"> <li>2 passenger lifts serving B/F to 1/F and 3/F to 19/F (Model no. TOSHIBA New ELBRIGHT)</li> <li>3 passenger lifts serving B/F to 1/F and 20/F to 40/F (Model no. TOSHIBA New ELBRIGHT)</li> </ul>
b	信箱 Letter box	1樓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 first floor lobby.
c	垃圾收集 Refuse collection	A座的2樓至40樓，B座的2樓至40樓及C座的3樓至40樓公用地方設有垃圾及物料回收室和垃圾槽，並於地下的公用地方設有垃圾及物料回收房。辦公大樓地下設有垃圾車專用車位及垃圾收集站中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 2/F to 40/F of Block A, 2/F to 40/F of Block B and 3/F to 40/F of Block C. Refuse storage and material recovery chamber is provided in the common area on ground floor of Block A, Block B and Block C. Loading/Unloading space reserved for refuse collection vehicle and refuse collection point are provided on ground floor of office block for centralised processing of refuse.



<b>4 雜項 MISCELLANEOUS</b>		
<b>d</b>	<b>水錶、電錶及氣體錶 Water meter, electricity meter and gas meter</b>	<p>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)。</p> <p>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 individual application for installation of town gas meter).</p>
<b>5 保安設施 SECURITY FACILITIES</b>		
	設有閉路電視監察系統監控升降機內、地庫入口、各地下入口、頂層(庇護層)出口及外圍範圍狀況。閉路電視監控設備設於住宅樓宇1樓保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, basement floor entrances, ground floor entrances, exits to roof floor (Refuge Floor) and external area. The monitoring equipment for CCTV system is provided at the guard counter on first floor of residential building.
<b>6 設備 APPLIANCES</b>		
	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

			A座 BLOCK A																							
			樓層 Floor		2樓至40樓 2/F to 40/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	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	2	4	4	4	4	3	4	4	4	4	3	3	3	3	3	2	2	2	2	4	
	雙極開關掣	Double Pole Switch		1	1	1	2	2	2	3	2	2	2	2	2	2	2	2	2	2	1	1	1	1	3	
	天花燈咀	Ceiling Lamp Holder		2	2	2	3	3	3	4	3	3	3	3	3	3	3	3	3	3	2	2	2	2	4	
	13安培雙頭插座	13A Twin Socket Outlet		5	5	5	8	8	8	11	8	8	8	8	8	8	8	8	8	8	5	5	5	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	
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	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
	接駁器(註1)	Connection Unit (Note 1)		1	1	1	2	2	2	3	2	2	2	2	2	2	2	2	2	2	2	1	1	1	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	2	2	2	2	2	2	2	2	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	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
	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
	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
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	
掛牆燈咀(註8)	Wall Mounted Lamp Holder (Note 8)		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	
	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	
	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	
	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	
	煤氣熱水爐5安培裝有熔斷器的接駁器	Town Gas Water Heater 5A Fused Connection Unit		-	-	-	1	1	1	1	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	
	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

			A座 BLOCK A																							
			樓層 Floor		2樓至40樓 2/F to 40/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	
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	
	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	
	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	
	13安培單頭插座	13A Single Socket Outlet		1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	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	
	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	
	煤氣熱水爐5安培裝有熔斷器的接駁器	Town Gas Water Heater 5A Fused Connection Unit		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
	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
	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
	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
	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
	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
	煤氣熱水爐	Town Gas Water Heater		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙極開關掣	Double Pole Switch		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之一個接駁器供抽氣扇接駁之用。
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. 安裝於廚房之一個接駁器供抽氣扇接駁之用。
8. 掛牆燈咀供露台之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioner(s).
2. The space(s) is/are reserved for telecommunication and broadcasting services and is/are covered with blank cover plate(s).
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.
4. One Connection Units installed inside bathroom is for connecting exhaust fan.
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. One Connection Unit installed inside kitchen is for connecting exhaust fan.
8. The Wall Mounted Lamp Holder is for Balcony.



裝置、裝修物料及設備

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Schedule of Mechanical & Electrical Provisions of Residential Properties

B座 BLOCK B

			樓層 Floor		2樓至40樓 2/F to 40/F																		
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	2	2	4	3	2	4	6	4	4	5	3	2	3	3	2	2	3	4	
	雙極開關掣	Double Pole Switch		1	1	1	3	2	1	3	4	2	2	3	2	1	2	2	1	1	2	3	
	天花燈咀	Ceiling Lamp Holder		2	2	2	4	3	2	4	6	3	3	4	3	2	3	3	2	2	3	4	
	13安培雙頭插座	13A Twin Socket Outlet		5	5	5	11	8	5	11	14	8	8	11	8	5	8	8	5	5	8	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	
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	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
	接駁器(註1)	Connection Unit (Note 1)		1	1	1	3	2	1	3	4	2	2	3	2	1	2	2	1	1	2	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	2	2	2	2	2	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
	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
	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
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	
掛牆燈咀(註8)	Wall Mounted Lamp Holder (Note 8)		-	-	-	-	-	-	-	-	-	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	
	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	
	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	
	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	
	煤氣熱水爐5安培裝有熔斷器的接駁器(註9)	Town Gas Water Heater 5A Fused Connection Unit (Note 9)		-	-	-	1	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	
	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

			B座 BLOCK B																					
			樓層 Floor		2樓至40樓 2/F to 40/F																			
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		
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	
	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	
	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	
	13安培單頭插座	13A Single Socket Outlet		1	1	1	2	2	1	2	2	2	2	2	2	1	2	2	1	1	2	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	
	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	
	煤氣熱水爐5安培裝有熔斷器的接駁器	Town Gas Water Heater 5A Fused Connection Unit		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
	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
	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
	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
	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
	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
	煤氣熱水爐	Town Gas Water Heater		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
雙極開關掣	Double Pole Switch		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

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，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之一個接駁器供抽氣扇接駁之用。
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. 安裝於廚房之一個接駁器供抽氣扇接駁之用。
8. 掛牆燈咀供露台之用。
9. B座8號單位設有兩個浴室，氣體熱水爐接駁電源及預留安裝位置只設於鄰接廚房的浴室。買方須自行購置合適熱水爐以供兩個浴室使用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioner(s).
2. The space(s) is/are reserved for telecommunication and broadcasting services and is/are covered with blank cover plate(s).
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.
4. One Connection Units installed inside bathroom is for connecting exhaust fan.
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. One Connection Unit installed inside kitchen is for connecting exhaust fan.
8. The Wall Mounted Lamp Holder is for Balcony.
9. There are 2 bathrooms in Flat 8 of Block B. The power supply and reserved space for gas water heater are only provided in the bathroom abutting kitchen. Purchasers are required to purchase suitable type water heater for the two bathrooms.

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

C座 BLOCK C

			樓層 Floor		3樓至40樓 3/F to 40/F																			
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	2	2	4	3	2	3	6	4	4	4	2	3	2	3	3	2	2	3	4	
	雙極開關掣	Double Pole Switch		1	1	1	3	2	1	2	4	2	2	3	1	2	1	2	2	1	1	2	3	
	天花燈咀	Ceiling Lamp Holder		2	2	2	4	3	2	3	6	3	3	4	2	3	2	3	3	2	2	3	4	
	13安培雙頭插座	13A Twin Socket Outlet		5	5	5	11	8	5	8	14	8	8	11	5	8	5	8	8	5	5	8	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
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	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
	接駁器(註1)	Connection Unit (Note 1)		1	1	1	3	2	1	2	4	2	2	3	1	2	1	2	2	1	1	2	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	2	2	2	2	2	2	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
	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
	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
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	
掛牆燈咀(註8)	Wall Mounted Lamp Holder (Note 8)		-	-	-	-	-	-	-	-	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	
	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	
	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	
	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	
	煤氣熱水爐5安培裝有熔斷器的接駁器(註9)	Town Gas Water Heater 5A Fused Connection Unit (Note 9)		-	-	-	1	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	
	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

			C座 BLOCK C																				
			樓層 Floor		3樓至40樓 3/F to 40/F																		
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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
	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
	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
	13安培單頭插座	13A Single Socket Outlet		1	1	1	2	2	1	2	2	2	2	2	1	2	1	2	2	1	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
	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
	煤氣熱水爐5安培裝有熔斷器的接駁器	Town Gas Water Heater 5A Fused Connection Unit		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
	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
	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
	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
	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
	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
	煤氣熱水爐	Town Gas Water Heater		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙極開關掣	Double Pole Switch		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之一個接駁器供抽氣扇接駁之用。
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. 安裝於廚房之一個接駁器供抽氣扇接駁之用。
8. 掛牆燈咀供露台之用。
9. C座8號單位設有兩個浴室，氣體熱水爐接駁電源及預留安裝位置只設於鄰接廚房的浴室。買方須自行購置合適熱水爐以供兩個浴室使用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioner(s).
2. The space(s) is/are reserved for telecommunication and broadcasting services and is/are covered with blank cover plate(s).
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.
4. One Connection Units installed inside bathroom is for connecting exhaust fan.
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. One Connection Unit installed inside kitchen is for connecting exhaust fan.
8. The Wall Mounted Lamp Holder is for Balcony.
9. There are 2 bathrooms in Flat 8 of Block C. The power supply and reserved space for gas water heater are only provided in the bathroom abutting kitchen. Purchasers are required to purchase suitable type water heater for the two bathrooms.



# 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

不適用 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(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 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》第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of 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	9,494.081
<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.	2,565.773
	2.2 所佔面積不受相關《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.	7,409.576
	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.	1,180.211
<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 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	2,307.598
<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	76.632
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	2,098.163
12	工作平台 Utility platform	不適用 Not Applicable
13	隔音屏障 Noise barrier	不適用 Not Applicable
<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位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owner's corporation office	258.553
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	129.358
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	194.794
18	擴大升降機井道 Larger lift shaft	519.963
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	829.504
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、窗檻及伸出的窗台 Minor projection such as air-conditioning box, air-conditioning platform, window cill and projecting window	不適用 Not Applicable
29	《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)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台 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	不適用 Not Applicable
31	大型伸出/外懸設施下的有蓋地方 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	1,174.835
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 Authorised 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(住用發展)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 (domestic development) 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 Energy Efficient Features Proposed	1. 發光二極管照明燈具 2. 二級光度照明控制系統 3. 升降機電動機設置再生動力裝置	1. LED Light Fitting 2. Two-level Lighting Control System 3. Regenerative Power of Lift System

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
有使用中央屋宇裝備裝置(註3)的部分 Area Served by Central Building Services Installation (Note 3)	25,180	114.0	不適用 Not applicable	63.39	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》(2021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 (2021 edition) issued by the Electrical and Mechanical Services Department.



**A 交通噪音及固定噪音(長沙灣蔬菜批發市場)**

麗玥苑受道路交通噪音及長沙灣蔬菜批發市場固定噪音影響。為改善情況，該發展項目將設置下列設施：

**隔聲簷**

下列單位外牆將裝設隔聲簷：

- C座：30樓至40樓的13號單位。  
(有關隔聲簷的位置請參閱第30頁的樓面平面圖)。

隔聲簷屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由麗玥苑住宅物業的業主出資管理及維修。

**減音露台、減音窗及固定窗**

部分麗玥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/或固定窗之單位及露台或窗戶的位置請參閱第132頁至137頁的參考圖)。麗玥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)：

- 麗玥苑裝設有減音露台、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/或固定窗或導致或促使或容許他人干擾、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(根據公契規定作任何保養、維修或更換除外)。
- 房委會須自費提供有關安裝、保養、更換或維修減音露台、減音窗及固定窗的圖則及方法，且麗玥苑的經理人須在屋苑管理處內保存該等圖則及方法，以供麗玥苑業主於日常辦公時間內在屋苑管理處內免費查閱。裝設於任何單位內的減音露台、減音窗及固定窗的保養、更換或維修工作須由有關單位的業主自費根據公契內提及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該圖則及方法內所列明的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，裝設在任何單位內的固定窗須在任何時間保持關閉及鎖上以緩解噪音。

註：有關公契條款只供參考，並以公契的全文為準。公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，並可於房委會就出售麗玥苑所指定的互聯網網站內閱覽。

**A Traffic Noise and Fixed Noise (Cheung Sha Wan Wholesale Vegetable Market)**

Lai Yuet Court is affected by road traffic noise and fixed noise from Cheung Sha Wan Wholesale Vegetable Market. In order to alleviate the condition, the following facilities will be provided in the Development:

**Acoustic Fins**

Acoustic fins will be installed at the external wall of:

- Block C: Flat 13 from 30/F to 40/F.  
(Please refer to the floor plan on page 30 for the location of the acoustic fins).

The acoustic fins form part of the Residential Blocks Common Areas and Facilities as defined under the Deed of Mutual Covenant (DMC) and shall be managed and maintained by owners of residential properties in Lai Yuet Court at their own expense.

**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 Lai Yuet Court. (Please refer to the reference plans on page 132 to page 137 for flats installed with acoustic balconies, acoustic windows and/or fixed windows and the locations of such balconies or windows). The DMC of Lai Yuet Court contains the following provisions relating to acoustic balconies, acoustic windows and/or fixed windows (Note):

- Save for any maintenance, repair or replacement in accordance with the requirements set out in the DMC, no owner of those units in Lai Yuet Court installed with acoustic balconies, acoustic windows and/or fixed windows shall tamper, alter, vary or remove or cause or permit or suffer any tampering, alteration, variation or removal of the acoustic balconies, acoustic windows and/or fixed windows installed in his unit.
- The HA shall at its expense provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic balconies, acoustic windows and the fixed windows and the manager of Lai Yuet Court shall keep such drawings and methodology at the estate management office for inspection by the owners of Lai Yuet Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic balconies, acoustic windows and fixed windows installed in any unit shall be made by the owner of the relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology referred to in the DMC. The owners of such units shall use appropriate materials as specified in such drawings and methodology and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows installed in any unit shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair.

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 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 Lai Yuet Court.

## 有關資料

### Relevant Information

#### **B** 辦公大樓

麗玥苑發展範圍內的西南面現正興建一座辦公大樓，並預計於2026年底落成。該辦公大樓的天台層將裝設24小時運作的中央空調系統冷卻塔。冷卻塔運作時會產生噪音及排放熱空氣。從麗玥苑B座及C座部分單位外望，可見到冷卻塔。為改善情況，冷卻塔會配置消音器，而排氣出口方向會遠離麗玥苑住宅大樓。

#### **C** 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完全按照麗玥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麗玥苑樓宇設計所預定的核准間隔牆示意圖，可參閱麗玥苑裝修指引。有關裝修指引會於物業交吉時提供予買方。

#### **D** 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

房委會會給予麗玥苑為期十年的樓宇結構安全保證。

麗玥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。

##### 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

#### **B** Office Block

An Office Block at the south-west of the development boundary of Lai Yuet Court is under construction, of which the tentative completion date is by end 2026. Cooling towers for 24-hour operated central air-conditioning system will be located at roof floor of the Office Block. The operation of cooling towers will generate noise and emit hot air. The cooling towers can be seen from some of the flats at Block B and Block C of Lai Yuet Court. In order to improve the condition, the cooling towers will be equipped with silencers, and the exhaust outlets will face away from the domestic blocks of Lai Yuet Court.

#### **C** 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 Lai Yuet 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 Lai Yuet Court, please refer to the Guide for Decoration Works for Lai Yuet Court, which will be made available to the purchaser on the delivery of vacant possession of the property.

#### **D** 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 Lai Yuet Court is valid for a period of 10 years.

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

##### 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. 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。

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.

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。

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.



**E 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(包括印花稅(如有)及註冊費)。
- (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)購買麗玥苑單位，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1)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或出租單位。
  - 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1)的差額的百分比計算。換句話說，補價相等於原來買價(註1)的折扣，化為現值計算。(註2)
  - 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))。

**E 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) and registration fee) 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 Lai Yuet 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 1) 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 or let 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 percentage difference between the original purchase price (Note 1) 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 1) to the prevailing market value. (Note 2)
  - 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：

1. 原來買價相等於售價，及是指首次轉讓契據中所列明的單位購買價。
2. 有關計算補價的詳情，以轉讓契據的條款和政府租契所載的條款、契諾及條件為準。

- (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).

Notes:

1. Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.
2. The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.



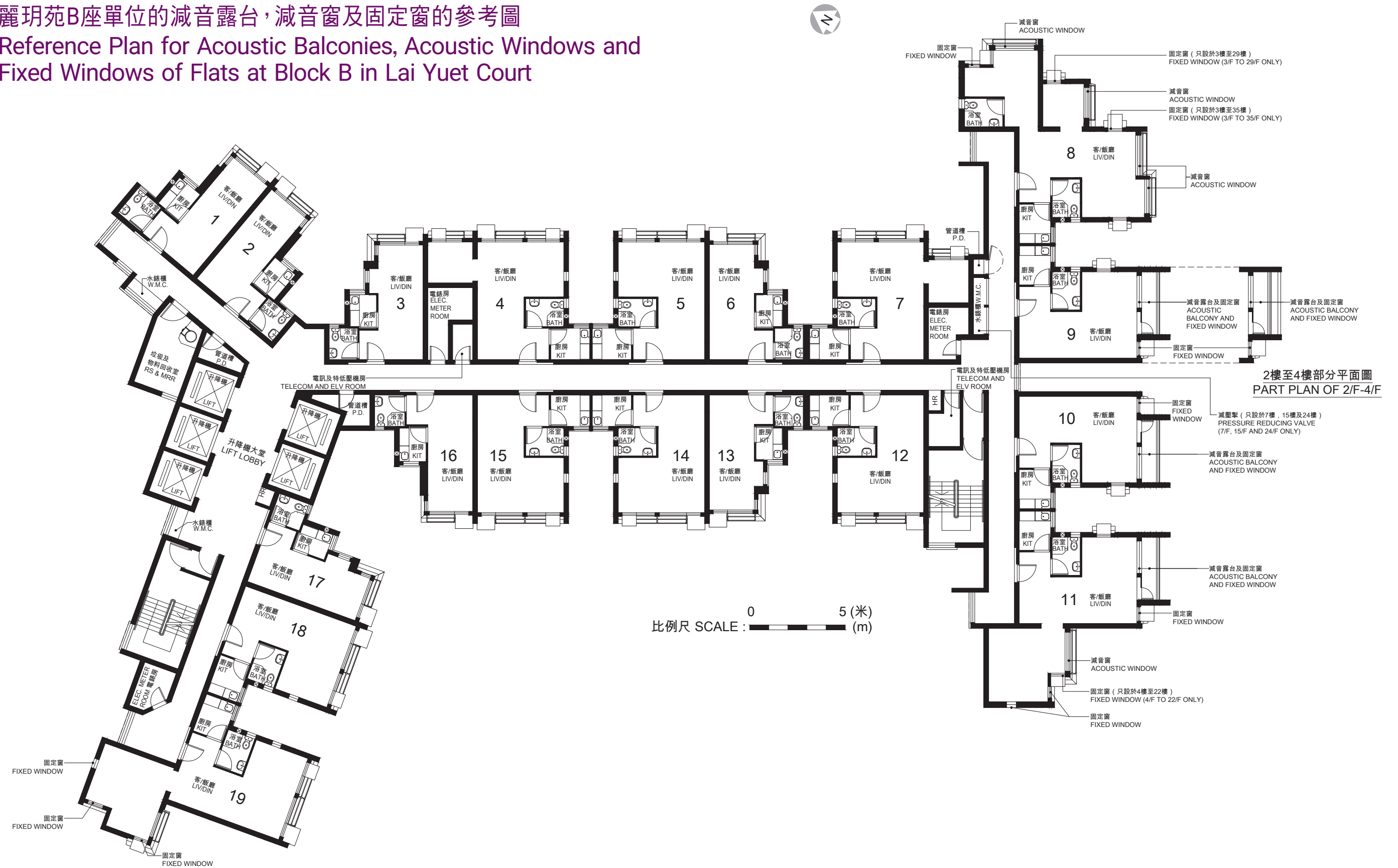


圖例 NOTATION

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

參考圖  
Reference Plan

麗玥苑B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 B in Lai Yuet Court

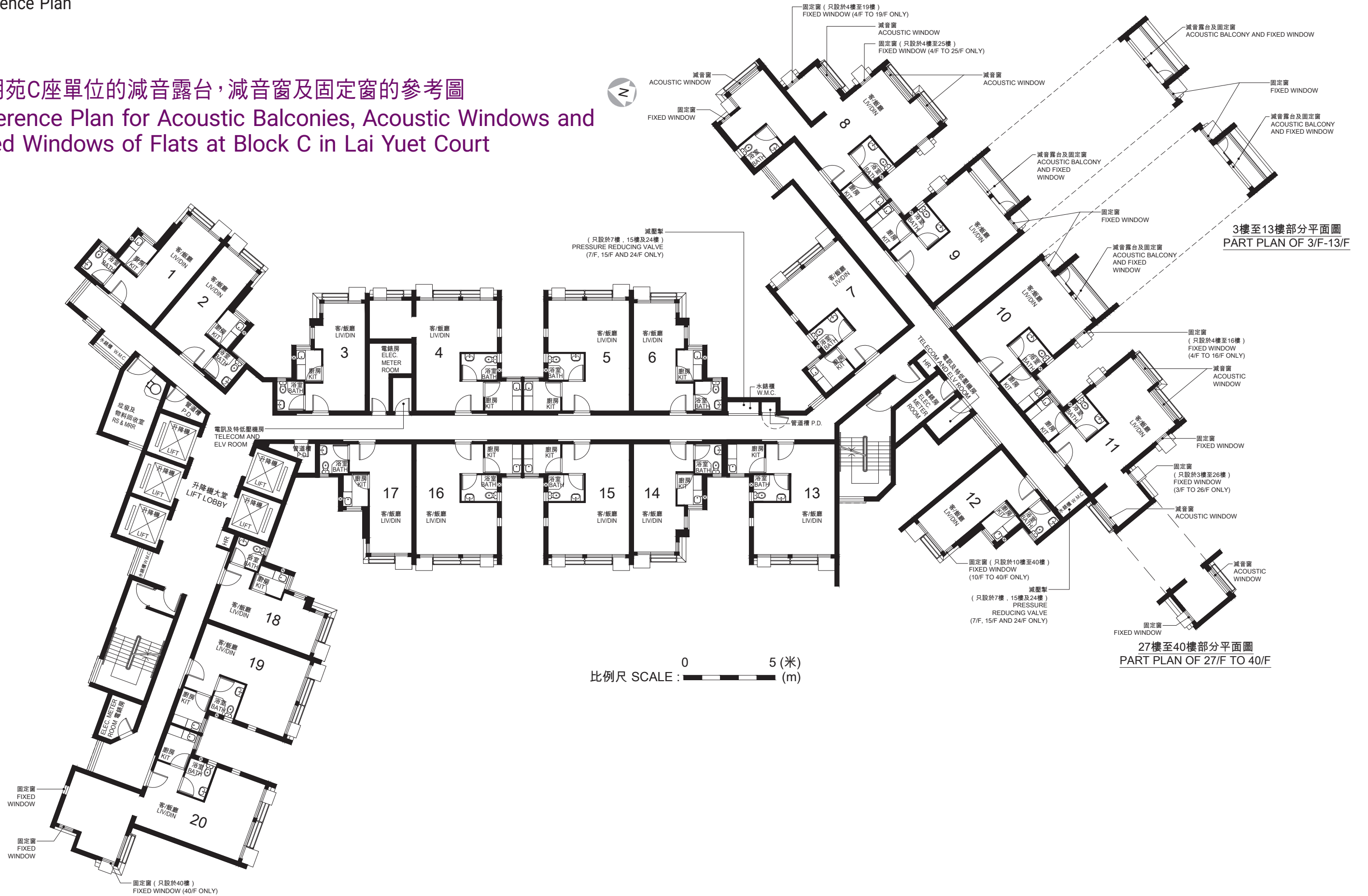


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ELEC. METER ROOM	電錶房	Electrical Meter Room
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圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living / Dining Room
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網址 WEBSITE

[www.housingauthority.gov.hk/gsh/2023/LaiYuet](http://www.housingauthority.gov.hk/gsh/2023/LaiYuet)





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.

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