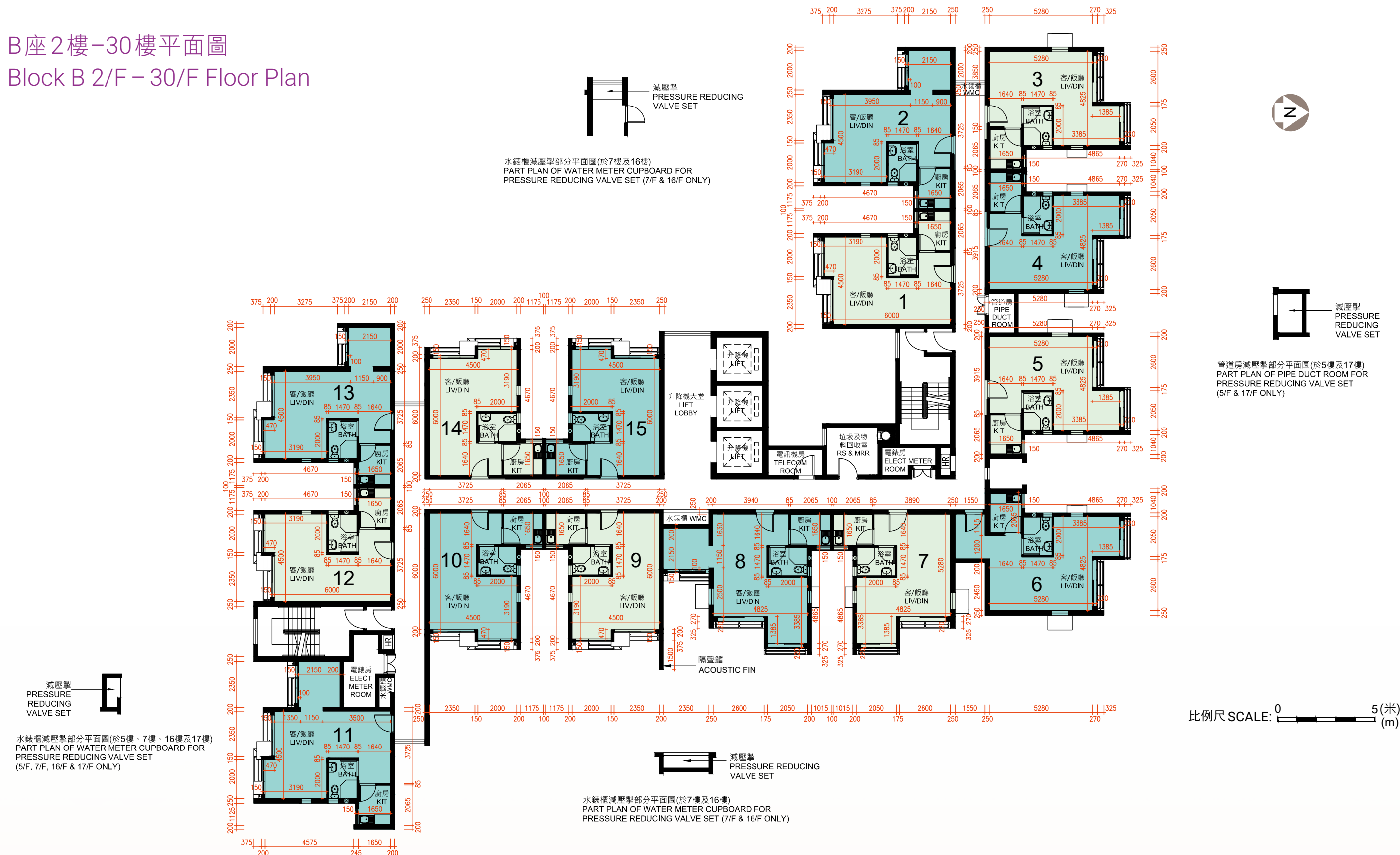


B座2樓-30樓平面圖  
Block B 2/F – 30/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
ELECT 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
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
WMC	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(30樓除外)。30樓每個住宅物業的層與層之間的高度為2.79米及2.925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(30樓除外)。30樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及335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)
4. 有關減音窗及固定窗，請參閱第108頁的有關資料的A項及第114頁至第116頁的參考圖。
5. 所有單位的廚房及浴室內的供水喉管均為外露。而部份單位的客/飯廳亦有外露供水喉管，其位置請參閱第112頁的有關資料的F項及第117頁至119頁的參考圖。

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m (except 30/F). The floor-to-floor heights of each residential property on 30/F are 2.79m and 2.925m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 30/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 30/F are 200mm and 335mm.
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)
4. Please refer to item A of Relevant Information on page 108 and Reference Plan on page 114 to page 116 regarding acoustic windows and fixed windows.
5. Water supply pipes inside Kitchen and Bathroom are exposed in all flats. Please refer to item F of Relevant Information on page 112 and Reference Plan on page 117 to page 119 regarding the exposed water supply pipes passing through Living/Dining Room in some of the flats.

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



## Block C 1/F Floor Plan



發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

圖例 NOTATION

BATH	浴室	Bathroom
ELECT 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
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
WMC	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room
	簷篷 / 平台	Canopy/Flat Roof
	有蓋設備維修通道	Services Opening with Cover

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。
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)
4. 有關減音窗及固定窗，請參閱第108頁的有關資料的A項及第114頁至第116頁的參考圖。
5. 所有單位的廚房及浴室內的供水喉管均為外露。而部份單位的客/飯廳亦有外露供水喉管，其位置請參閱第112頁的有關資料的F項及第117頁至119頁的參考圖。

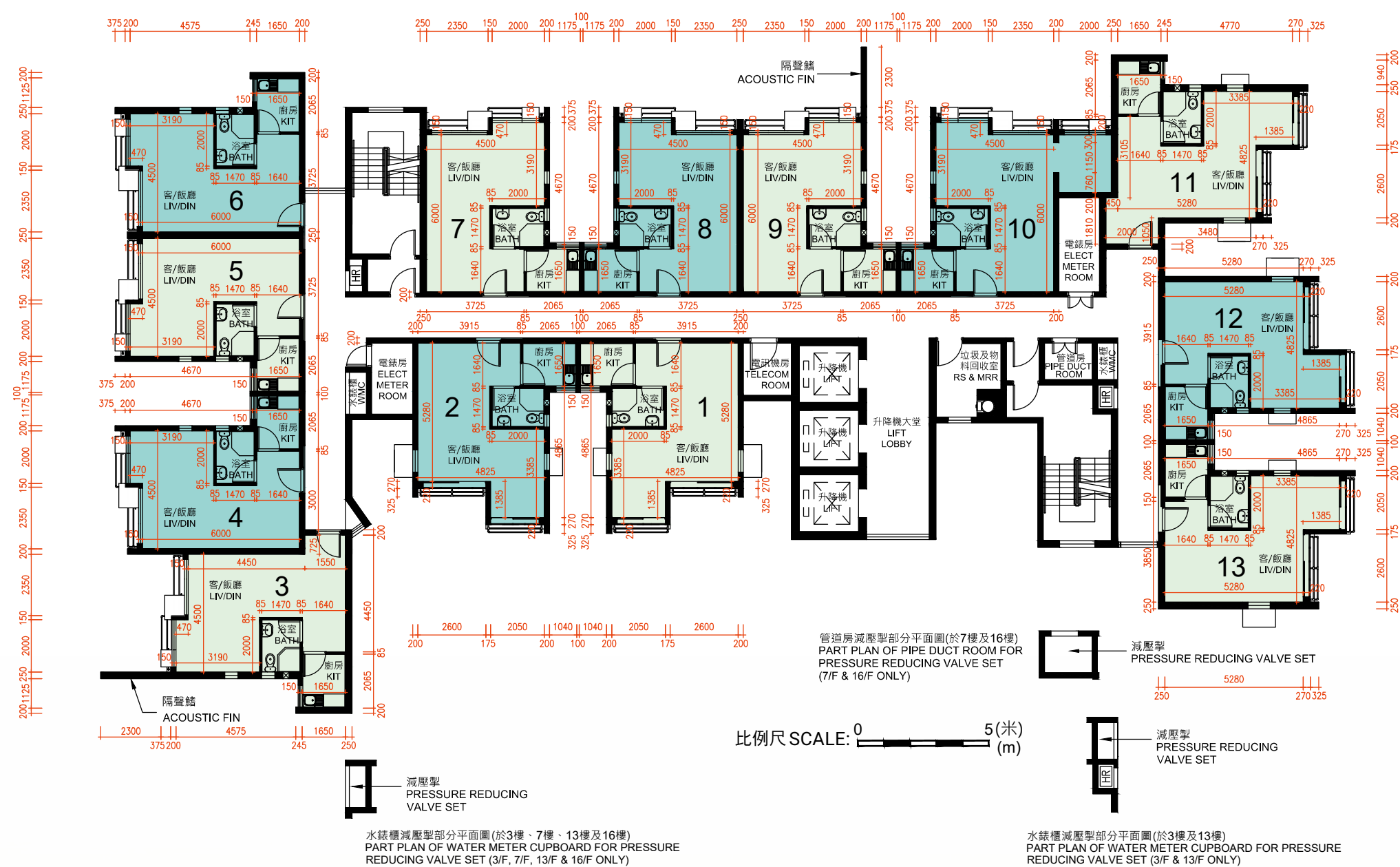
註：平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 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)
4. Please refer to item A of Relevant Information on page 108 and Reference Plan on page 114 to page 116 regarding acoustic windows and fixed windows.
5. Water supply pipes inside Kitchen and Bathroom are exposed in all flats. Please refer to item F of Relevant Information on page 112 and Reference Plan on page 117 to page 119 regarding the exposed water supply pipes passing through Living/Dining Room in some of the flats.

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



C座2樓-27樓平面圖  
Block C 2/F-27/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
ELECT 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
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
WMC	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(27樓除外)。27樓每個住宅物業的層與層之間的高度為2.79米及2.925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(27樓除外)。27樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及335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)
4. 有關減音窗及固定窗，請參閱第108頁的有關資料的A項及第114頁至第116頁的參考圖。
5. 所有單位的廚房及浴室內的供水喉管均為外露。而部份單位的客/飯廳亦有外露供水喉管，其位置請參閱第112頁的有關資料的F項及第117頁至119頁的參考圖。

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m (except 27/F). The floor-to-floor heights of each residential property on 27/F are 2.79m and 2.925m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 27/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 27/F are 200mm and 335mm.
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)
4. Please refer to item A of Relevant Information on page 108 and Reference Plan on page 114 to page 116 regarding acoustic windows and fixed windows.
5. Water supply pipes inside Kitchen and Bathroom are exposed in all flats. Please refer to item F of Relevant Information on page 112 and Reference Plan on page 117 to page 119 regarding the exposed water supply pipes passing through Living/Dining Room in some of the flats.

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



# 12 發展項目中的住宅物業的面積

## Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓 – 33樓 1/F – 33/F	1, 16	40.5 (436) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		2, 4, 17	35.1 (378) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		3	43.5 (468) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5	40.8 (439) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		6	35.2 (379) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		7	34.2 (368) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		8	34.5 (371) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓 – 33樓 1/F – 33/F	9	35.6 (383) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		14	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
		15	36.1 (389) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	2樓 – 33樓 2/F – 33/F	10	35.2 (379) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		11	41.2 (443) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		12	36.1 (389) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		13	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。  
The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。  
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.



物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	1樓 – 30樓 1/F – 30/F	1, 14	35.2 (379) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		2	41.2 (443) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		3	36.1 (389) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		4, 7	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5	36.2 (390) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		6	41.1 (442) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		8	42.1 (453) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	1樓 – 30樓 1/F – 30/F	9	34.6 (372) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		10, 12, 15	35.1 (378) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
		11	42.0 (452) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		13	40.8 (439) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。  
The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。  
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.



物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
C座 Block C	1樓 – 27樓 1/F – 27/F	1, 2	35.5 (382) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		3	36.7 (395) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		4	34.3 (369) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5, 8, 9	34.4 (370) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		6	34.9 (376) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		7	35.1 (378) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		10	40.3 (434) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
C座 Block C	1樓 – 27樓 1/F – 27/F	11	38.9 (419) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		12	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah:–	–	–	–	–	–	–	–	–	–	–
		13	36.1 (389) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。  
The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

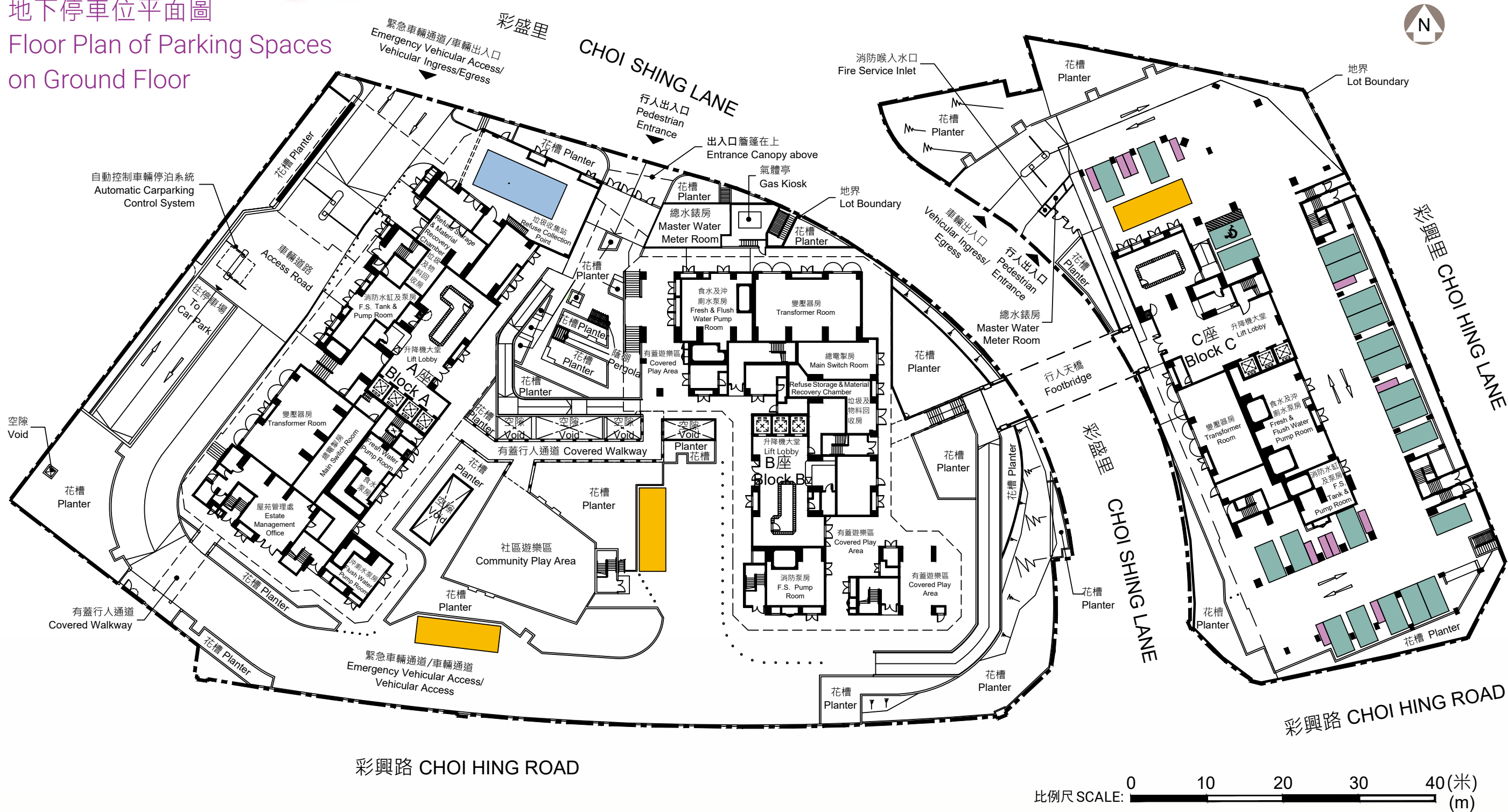
註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。  
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.



# 13 發展項目中的停車位的樓面平面圖

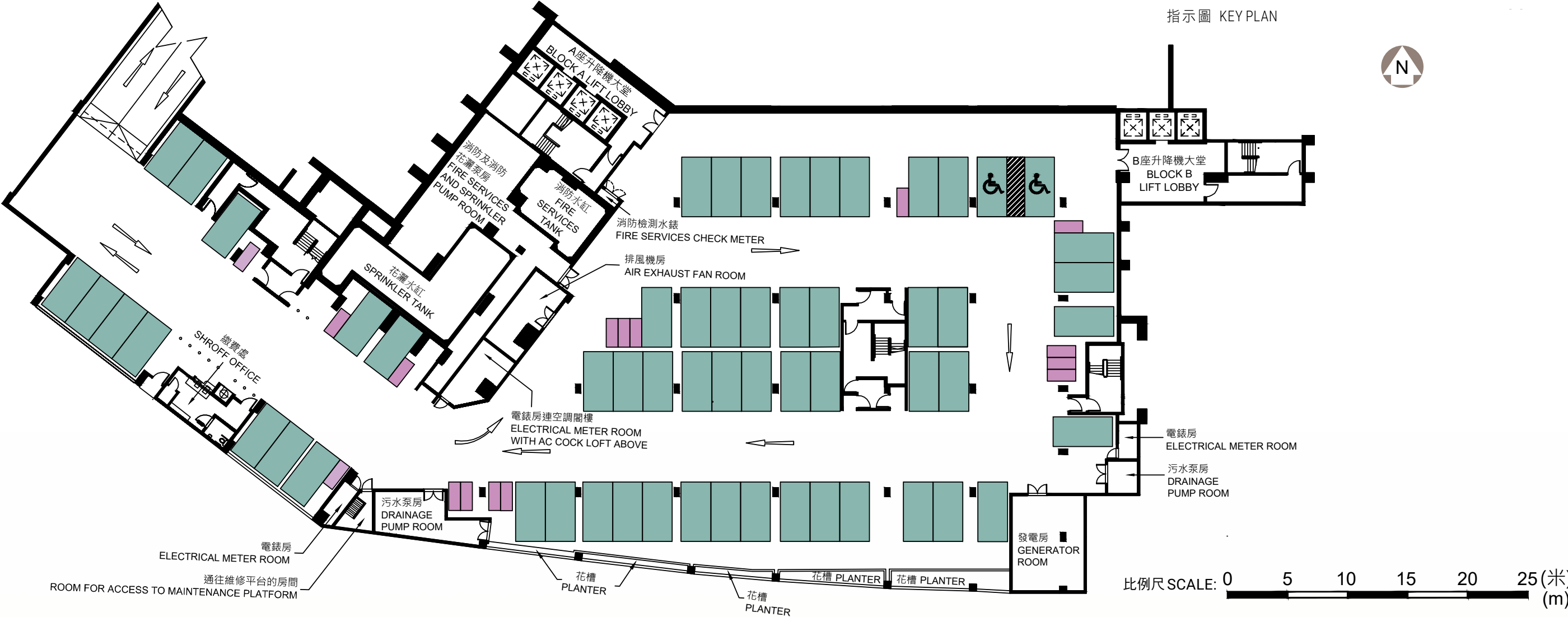
## Floor Plan of Parking Spaces in the Development

地下停車位平面圖  
Floor Plan of Parking Spaces  
on Ground Floor








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

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





圖例 NOTATION

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W)(m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 汽車停車位 Car Parking Spaces	77	5.0 X 2.5	12.50
 汽車停車位(暢通易達停車位) Car Parking Spaces (Accessible Parking Spaces)	3	5.0 X 2.5	12.50
 電單車停車位 Motorcycle Parking Spaces	28	2.4 X 1.0	2.40
 上落客貨停車位 Loading / Unloading Bays	3	11.0 X 3.5	38.50
 垃圾收集車停車位 Refuse Collection Vehicle Parking Space	1	12.0 X 5.0	60.00

不適用 Not applicable



# 15 公契的摘要

## Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

### A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於休憩用地、花槽、懸掛金屬平台、維修平台、通往維修平台的空間、廢物收集點、消防入水口、消防花灑水箱、街道消防喉水箱、控制閥房、消防喉轆、主水錶房、主水錶、雨水聚水井、電纜槽、電錶房、燈柱用位置、垃圾收集點、垃圾收集車輛停車位、物料回收點、潔淨服務承辦商辦公室、A座及B座地下低層之電梯大堂、C座地下之車道、緊急車輛通道/車輛通道、通路、技工工作房、屋苑管理處連同其內的洗手間、業主立案法團辦事處連同其內的洗手間、「斜坡結構」、入口區包括「屋苑」入口的柵欄、外牆(附屬於「住宅大廈」(如有者)除外)、樓梯，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施，即現於「公契」所夾附圖則以綠色、橙色及橙色加黑十字線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬任何公共事業公司、氣體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。

Summary of Provisions that Deal with the Following Matters:

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

### A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to open spaces, planters, hanging steel platform, maintenance platform, room for access to maintenance platform, junk collection point, fire service inlets, fire services sprinkler tank, street fire hydrant water tank, control valve room, hose reels, master water meter room, master water meter, rain water sump pit, electrical cable duct, electrical meter room, spaces for lamp poles, refuse collection point, refuse collection vehicle parking space, material recovery point, office for cleansing contractor, lift lobbies of Block A and Block B at lower ground floor, driveway at the ground floor of Block C, emergency vehicular access/vehicular access, access road, workshop for artisans, estate management office with toilets therein, Owners' Corporation office and the toilet therein, the Slope Structures, entrance islands including the drop gates at the entrances of the Estate, external walls (other than those pertaining to the Residential Block (if any)), staircases and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured green, 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 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 ("HA") in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities, those installations belonging to any Utility Company, the Gas 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.



「住宅大廈公用地方與設施」指及包括但不限於於錶前氣喉、天橋2(見「公契」內的定義)、出入口簷篷、綠化天台、減壓閥組、工作平台、上層天台、儲物房、平台花園、氣體調壓室、社區遊樂區、B座地下之有蓋遊樂區、C座平台層之有蓋園景及遊樂區、休憩用地、垂直綠化範圍、綠化範圍、有蓋園景區、有蓋人行道(包括其天面但不包括位於跨越「屋苑」緊急車輛通道/車輛通道的有蓋部份)、簷篷、A座一樓及B座一樓簷篷下之有蓋範圍、走廊、花槽、草坪、上落客貨停車位、保安/護衛員櫃位、護衛員洗手間、C座地下之保安櫃位連同暢通易達洗手間、升降機大堂、郵件室、溢流去水井、垃圾及物料回收室、電錶房、變壓器房、總電掣房、應急發電機房、電力電纜房、電力電纜槽房、電纜槽房、電纜槽、消防水缸、食水水缸、沖廁水水缸、食水泵房、沖廁水泵房、食水及沖廁水泵房、消防入水位、消防水缸、消防聚水缸、消防泵房、消防檢測儀錶、消防檢測水錶、花灑入水位、花灑水缸、花灑控制閥裝置、消防喉轆、電訊及廣播設備室、電訊及廣播設備豎管/豎管槽、電訊房、設備房、水錶櫃、檢測儀錶櫃、管道槽房、管道槽、通風管槽房、平台、隔聲牆、垃圾及物料回收房、升降機機房、升降機井、升降機、樓梯、服務走廊、樓梯天面、受保護大堂、人行道、附屬於「住宅大廈」的外牆(包括突出物如「住宅單位」外的空調機罩)、非結構預製外牆、電纜容納裝置及相關設備、智能儀錶監察及能源資料顯示系統、「住宅大廈」內保安系統與器具和公共天線廣播分導系統，即現於「公契」所夾附圖則以黃色、棕色、棕色加黑十字線及棕色加黑斜線顯示(只要該等地方、系統、裝置與設施可在圖則辨識)以資識別的範圍，以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬任何公共事業公司、氣體公司及電訊及廣播服務供應商的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

**“Residential Block Common Areas and Facilities”** shall mean and include but not limited to the Gas Pipe Before Meter, the Footbridge 2 (as defined in the DMC), entrance canopy, green roofs, pressure reducing valve sets, working platforms, upper roofs, store room, podium garden, gas kiosk, community play areas, covered play area at ground floor of Block B, covered landscaped and play area at podium floor of Block C, open spaces, vertical greenery areas, greenery areas, covered landscaped areas, covered walkway (including the roof thereof but excluding the covered part located across over emergency vehicular access/vehicular access of the Estate), canopies, the covered areas under canopies at first floor of Block A and first floor of Block B, corridors, planters, lawn, loading/unloading bays, security/guard counters, guard’s toilets, security counter with accessible toilet at ground floor of Block C, lift lobbies, mail rooms, overflow pits, refuse storage and material recovery chambers, electrical meter rooms, transformer rooms, main switch rooms, emergency generator rooms, electrical cable room, electrical cable duct rooms, cable duct room, cable ducts, fire services tanks, fresh water tank, flush water tank, fresh water pump room, flush water pump room, fresh and flush water pump room, fire service inlets, fire services water tanks, fire service water sump tank, fire services pump rooms, fire services check meters, fire service water check meter, sprinkler inlets, sprinkler water tank, sprinkler control valve set, hose reels, telecommunication and broadcasting equipments rooms, telecommunication and broadcasting equipments riser/riser duct, telecom room, equipment room, water meter cupboards, check meter cupboard, pipe duct rooms, pipe ducts, vent duct rooms, flat roofs, acoustic fins, refuse storage and material recovery rooms, lift machine rooms, lift shafts, lifts, staircases, service corridors, roofs of staircases, protected lobby, footpaths, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, the non-structural prefabricated external walls, cable accommodations and associated facilities, smart meter monitoring and energy information display system, security system and apparatus and communal aerial broadcast distribution system within the Residential Block, which for the purpose of identification only, are shown coloured yellow, brown, brown cross hatched black and brown hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Block Common Areas and Facilities by the HA in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company, the Gas Company and telecommunications and broadcasting services providers and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.



B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A	1樓 – 33樓 1/F – 33/F	1, 5, 16	65 / 83,707
		2, 4, 6, 17	56 / 83,707
		3	69 / 83,707
		7, 8	55 / 83,707
		9, 14	57 / 83,707
		15	58 / 83,707
	2樓 – 33樓 2/F – 33/F	10	56 / 83,707
		11	66 / 83,707
		12	58 / 83,707
		13	57 / 83,707
B	1樓 – 30樓 1/F – 30/F	1, 10, 12, 14, 15	56 / 83,707
		2, 6	66 / 83,707
		3, 5	58 / 83,707
		4, 7	57 / 83,707
		8, 11	67 / 83,707
		9	55 / 83,707
		13	65 / 83,707
C	1樓 – 27樓 1/F – 27/F	1, 2, 12	57 / 83,707
		3, 13	58 / 83,707
		4, 5, 8, 9	55 / 83,707
		6, 7	56 / 83,707
		10	64 / 83,707
		11	62 / 83,707

C 發展項目的管理人的委任年期

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

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

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

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

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

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A	1樓 – 33樓 1/F – 33/F	1, 5, 16	65 / 83,697
		2, 4, 6, 17	56 / 83,697
		3	69 / 83,697
		7, 8	55 / 83,697
		9, 14	57 / 83,697
		15	58 / 83,697
	2樓 – 33樓 2/F – 33/F	10	56 / 83,697
		11	66 / 83,697
		12	58 / 83,697
		13	57 / 83,697



座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
B	1樓 – 30樓 1/F – 30/F	1, 10, 12, 14, 15	56 / 83,697
		2, 6	66 / 83,697
		3, 5	58 / 83,697
		4, 7	57 / 83,697
		8, 11	67 / 83,697
		9	55 / 83,697
		13	65 / 83,697
C	1樓 – 27樓 1/F – 27/F	1, 2, 12	57 / 83,697
		3, 13	58 / 83,697
		4, 5, 8, 9	55 / 83,697
		6, 7	56 / 83,697
		10	64 / 83,697
		11	62 / 83,697

#### E 計算管理費按金的基準

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

#### F 賣方在發展項目中保留作自用的範圍

不適用

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

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

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

Not applicable

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

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

# 16 批地文件的摘要

## Summary of Land Grant

位於新九龍內地地段第6519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2017年1月17日。

1 該發展項目位於新九龍內地地段第6519號（下稱「該土地」）。

2 「該土地」的批租年期為50年，由2017年1月17日起計。

3 「該租契」條款第3.3條訂明：

「承租人」須不時及在此後的所有時間在每當有需要或情況要求時妥善及足夠地管理自費修理、維護、支持、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持「該土地」及現有或其後任何時間位於「該土地」的樓宇或單位及所有其他架設物及建築物，所有「該土地」內的山坡上，擋土結構和擋土牆，及所有與屬於「該土地」或任何上述樓宇、單位、架設物及建築物及以任何形式從屬於或關連該處的牆、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修葺、清洗及修改工程，以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「承租期」內每當有需要時承擔、支付及容許製造、建築、維修及修改為「該土地」或其任何部分所需或在其內或屬於其並與其它附近或毗鄰的樓宇共用的所有或任何道路、巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及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）及將以未付之地租形式由「署長」徵收。

The government lease governing the Development by the Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of the whole of New Kowloon Inland Lot No. 6519 (“the said lease”) is dated the day of 17<sup>th</sup> day of January 2017.

1 The Development is situated on New Kowloon Inland Lot No. 6519 (“the said land”).

2 The said land is granted for a term of 50 years (“Lease Term”) commencing from the 17<sup>th</sup> day of January 2017.

3 Clause No. 3.3 of the said lease stipulates that:

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

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

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



**5 「該租契」條款第3.13條訂明：**

除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該土地」或其任何部分或任何已建或擬建於「該土地」的建築物或其任何部分作私人住宅用途連同「該租契」所述的附屬設施以外的任何其他用途。特此說明，已建或擬建於「該土地」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。

**6 「該租契」條款第3.17條訂明：**

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

**7 「該租契」條款第3.18條訂明：**

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

**8 「該租契」條款第3.19條訂明：**

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於4,183平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建作私人住宅用途的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該土地」及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
  - (i) 在「該土地」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.19(a)條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。
  - (ii) 「該租契」條款第3.19(b)(i)條所指百分之二十的面積中有不少於百分之五十（下稱「該可見或可前往的綠化地方」）須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該土地」的人可以前往「該可見或可前往的綠化地方」。
  - (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。

**5 Clause No. 3.13 of the said lease stipulates that:**

Subject to the terms and covenants contained in the said lease, the Lessee shall not use or permit or suffer to be used the said land or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with such ancillary facilities as referred to in the said lease and in particular, any residential flats in the building or buildings erected or to be erected on the said land shall not be used for any purpose other than for private residential purposes.

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

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

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

No tree growing on the said land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

**8 Clause No. 3.19 of the said lease stipulates that:**

- (a) Throughout the Lease Term, the Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 4,183 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 of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the said land and podium (if any) not built upon in compliance with the following requirements:
  - (i) Not less than 20% of the area of the said land shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.19(a) of the said lease and with landscaping works shall be taken into account in calculating the 20%.
  - (ii) Not less than 50% of the 20% referred to in Clause No. 3.19(b)(i) of the said lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said land.
  - (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.



- (c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：
- (i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.19(b)條所指的百分之二十面積；
  - (ii) 何謂「該租契」條款第3.19(b)條所指的地面水平；以及
  - (iii) 何謂「該租契」條款第3.19(a)條所指的休憩空間。
- (d) 「承租人」其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。
- (e) 如獲「署長」事先書面同意，「承租人」在「該土地」內按「該租契」條款第3.19(b)(i)條提供的面積之百分比可較所規定的為低。
- (f) 根據「該租契」條款第3.19條提供的休憩空間及進行環境美化工程的地方，須被指定為「該租契」條款第3.21(a)(v)條所指的「公用地方」並成為其中一部分。

**9 「該租契」條款第3.23(a)至(c)及(g)條訂明：**

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：
- (i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客及其真正賓客和訪客的汽車（電單車和貨車除外）的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為71而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；
  - (ii) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為28而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；
  - (iii) 在按「該租契」條款第3.23(a)(i)條提供的停車位中，3個供根據《道路交通條例》及其下的規例或任何修訂法例界定的傷殘人士停泊屬於「該土地」已建或擬建的建築物的住客及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務

- (c) The decision of the Director on the following shall be final and binding on the Lessee:
- (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in Clause No. 3.19(b) of the said lease;
  - (ii) as to what constitutes the ground level referred to in Clause No. 3.19(b) of the said lease; and
  - (iii) as to what constitutes open space referred to in Clause No. 3.19(a) of the said lease.
- (d) The Lessee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) With the prior written consent of the Director, the lessee may provide a lesser percentage of the area of the said land as required under Clause No. 3.19(b)(i) of the said lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.19 of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.21(a)(v) of the said lease.

**9 Clause No. 3.23(a) to (c) and (g) of the said lease stipulates that:**

- (a) The Lessee shall provide and maintain within the said land to the satisfaction of the Director:
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 71 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
  - (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 28 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
  - (iii) out of the spaces provided under Clause No. 3.23(a)(i) of the said lease, 3 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion; and



監督或「署長」全權酌情決定；及

- (iv) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為9而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米。
- (b) 根據「該租契」條款第3.23(a)(i)、(a)(ii)、(a)(iii)和(a)(iv)條提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須以令「署長」滿意的方式在「該土地」內提供及維持供根據《道路交通條例》及其下的規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位，除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為3及供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，每個上述停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米，並且不得用作供與「該土地」已建或擬建的建築物有關的汽車作上落客貨用途或垃圾收集車作裝卸用途以外的任何其他用途。就「該租契」條款第3.23(c)條而言，「署長」對何謂垃圾收集車作出的決定為最終決定，並對「承租人」具約束力。
- (g) 根據「該租契」條款第3.23(c)條在「該土地」內提供的停車位須被指定為「公用地方」並成為其中一部分。

(iv) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests and visitors of the residents of the building or buildings erected or to be erected on the said land and, unless the Director otherwise consents in writing, the number of spaces shall be 9 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

- (b) The spaces provided in accordance with Clause No. 3.23 (a)(i), (a)(ii), (a)(iii), and (a)(iv) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the said land to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and spaces for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 3 and the number of spaces for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. Each of the spaces so provided for the loading and unloading of motor vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles or refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land. For the purpose of Clause No. 3.23(c), the decision of the Director as to what constitute refuse collection vehicle shall be final and binding on the Lessee.
- (g) The spaces provided within the said land in accordance with Clause No. 3.23(c) of the said lease shall be designated as and form part of the Common Areas.

10 「該租契」條款第3.26(a)至(b)及(d)至(e)條訂明：

- (a) 「承租人」(僅就「該租契」條款第3.26(a)條而言，不包括「承租人」的受讓人)須按「署長」要求或批准的方式、材料、標準、定線、水平、位置、寬度及設計自費在夾附於「該租契」的附圖上以紅色界線顯示的公共道路的部分上完成興建及搭建一單層有蓋行人天橋(以下統稱「該行人天橋」)(包括但不限於提供及興建「署長」按其自行酌情要求的該等支撐物、坡道、扶手電梯及內部及外部裝置及固定物及照明裝置)，在一切方面使「署長」滿意，使其可安全容納行人交通。
- (b) 「承租人」須在按「該租契」條款第3.26(a)條完成興建「該行人天橋」後管理和維持「該行人天橋」使其處於良好的維修及狀態，並須完全對其負責，如同「承租人」是其絕對擁有人一樣。
- (d) (i) 「承租人」須在任何時候准許屬於「該土地」已建或擬建的建築物的住客及其真正賓客和訪客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」及任何替代的行人天橋。  
(ii) 「該行人天橋」不得用作供屬於「該土地」已建或擬建的建築物的住客及其真正賓客和訪客按「該租契」條款第3.26(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。
- (e) (i) 除非獲「署長」事先書面同意，「承租人」不得清拆「該行人天橋」或其任何部分。  
(ii) 如清拆「該行人天橋」或其任何部分並獲「署長」按「該租契」條款第3.26(e)(i)條發出同意，「承租人」(除非「署長」另行同意)須：
  - (l) 在「署長」訂明的時限內，以「署長」准許或要求的設計、物料及寬度、水平及位置，自費興建及完成新的有蓋「行人天橋」或其任何部分及支撐物、坡道、連接、扶手電梯(如有)、樓梯(如有)、升降機(如有)、裝置、服務及其他附帶構築物替代，並使「署長」滿意；及

10 Clause No. 3.26(a) to (b) and (d) to (e) of the said lease stipulates that:

- (a) The Lessee (for the purpose of Clause No. 3.26(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 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 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 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 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. 3.26(a) of the said lease and shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (d) (i) The Lessee shall at all times permit the residents of the building or buildings erected or to be erected on the said land 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 on wheelchair along, up and down the Footbridge and any temporary footbridge in lieu thereof.  
(ii) The Footbridge shall not be used for any purpose other than for the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors to pass and repass on foot and on wheelchair in accordance with Clause No. 3.26(d)(i) of the said lease.
- (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. 3.26(e)(i) of the said lease, the Lessee shall (unless the Director otherwise agrees):
  - (l) 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 (if any), staircases (if any), lifts (if any), 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) 在清拆「該行人天橋」或其任何部分前，以「署長」准許或要求的設計、物料及寬度、水平及位置，自費建築及提供臨時行人天橋，其後「承租人」須自費維持該臨時行人天橋使「署長」滿意，直至「承租人」開始履行「該租契」條款第3.26(a)條有關新「行人天橋」的責任，在該時候「承租人」在「署長」訂明的時限內清拆該臨時行人天橋，並在所有方面使「署長」滿意。

(iii) 就「該租契」條款第3.26(e)(i)及3.26(e)(ii)條而言，「行人天橋」指興建以替代「該行人天橋」的行人天橋。在按「該租契」條款第3.26(e)(ii)(I)條完成興建新「行人天橋」後，「承租人」在「該租契」條款第3.26(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3.26(a)條定義下的「該行人天橋」。

#### 11 「該租契」條款第3.27條訂明：

- (a) 「承租人」不得使用或授權或准許或容受他人使用「該行人天橋」或其任何外部或內部部分作廣告用途或顯示任何標語、通告或海報，「署長」要求或准許的該等方向指示標誌除外。
- (b) 「該租契」條款第3.27條適用於「該行人天橋」及任何替代其的將來的行人天橋。

#### 12 「該租契」條款第3.28條訂明：

- (a) 「承租人」(僅就「該租契」條款第3.28條而言，不包括「承租人」的受讓人) 須：
    - (i) 於2018年11月28日或之前(或「署長」可批准的其他延長時期內)按「署長」批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使「署長」滿意：
      - (I) 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(以下簡稱「綠色範圍」)；及
      - (II) 按「署長」自行酌情要求，提供及建造指定橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、行人路、道路或其他指定建築物(以下簡稱「建築物」)
- 使「綠色範圍」可容納建築物、車輛及行人交通；

(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. 3.26(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 Clause Nos. 3.26(e)(i) and 3.26(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. 3.26(e)(ii)(I) of the said lease, the Lessee's responsibility under Clause No. 3.26(b) of the said lease shall apply to the new footbridge and the new footbridge shall become the Footbridge as defined in Clause No. 3.26(a) of the said lease.

#### 11 Clause No. 3.27 of the said lease stipulates that:

- (a) The Lessee shall not use or authorise 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. 3.27 of the said lease shall apply to the Footbridge and any future footbridge in replacement thereof.

#### 12 Clause No. 3.28 of the said lease stipulates that:

- (a) The Lessee (which expression for the purposes of Clause No. 3.28 of the said lease only shall not include the Lessee's assigns) shall:
    - (i) on or before the 28th day of November 2018 (or such other extended period as may be approved by the Director), 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:
      - (I) lay and form those portions of future public roads shown coloured green on the plan annexed to the said lease (hereinafter referred to as "the Green Area"); and
      - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;



- (ii) 於2018年11月28日或之前(或「署長」可批准的其他延長時期內)，自費在「綠色範圍」鋪設地面、路邊石及渠道，提供溝渠、污水渠、排水渠、消防栓管道並按「署長」要求連接總水喉、街燈、交通標誌、街道設施及道路標記，使「署長」滿意；及
  - (iii) 自費保養「綠色範圍」連同建築物以及興建、設置及提供在該範圍之上或之內所有建築物、路面、溝渠、污水渠、排水渠、消防栓、服務、街燈、交通標誌、街道設施、道路標記及植物，使「署長」滿意，直至按「該租契」條款第3.29條指定交還「綠色範圍」的管有權給政府為止。
- (b) 倘若「承租人」未能在指定的期限內履行「該租契」條款第3.28(a)條規定他的責任，政府可由「承租人」出資進行必要的工程，「承租人」須在要求時向政府支付「署長」決定相等於該工程費用的款項，「署長」的決定為最終決定及對「承租人」具約束力。

**13 「該租契」條款第3.29條訂明：**

僅為了進行「該租契」條款第3.28條指定的必要工程，「承租人」(僅就「該租契」條款第3.29條而言，不包括「承租人」的受讓人)在「該租契」之日期獲授予「綠色範圍」的管有權。「綠色範圍」須在政府要求時交還給政府。「承租人」須在他管有「綠色範圍」期間允許一切政府及公眾車輛及行人在任何時間內自由經過「綠色範圍」並確保上述通行不會受到按「該租契」條款第3.28條或其他規定進行的工程之干涉或阻礙。

**14 「該租契」條款第4.2條訂明：**

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

- (ii) on or before the 28th day of November 2018 or such other extended period as may be approved by the Director, at its own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area 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 may require; and
  - (iii) maintain at his own expense the Green Area together with the Structures and 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 until such time as possession of the Green Area has been re-delivered to the Government in accordance with Clause No. 3.29 of the said lease.
- (b) In the event of the non-fulfilment of the Lessee's obligations under Clause No. 3.28(a) of the said lease within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.

**13 Clause No. 3.29 of the said lease stipulates that:**

For the purpose only of carrying out the necessary works specified in Clause No. 3.28 of the said lease, the Lessee (which expression for the purpose of Clause No. 3.29 of the said lease shall not include the Lessee's assigns) shall on the date of the said lease be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand. The Lessee shall at all reasonable times while it is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause No. 3.28 of the said lease or otherwise.

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

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



**15 「該租契」條款第4.3條訂明：**

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

**16 「該租契」條款第4.7條訂明：**

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

**17 「該租契」條款第4.10條訂明：**

- (a) 「承租人」須自費建造與保養該地段邊界內或「署長」認為必要的政府土地內的排水渠及渠道，使「署長」滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠（如已建及已啟用）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，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，由政府出資負責今後的保養。「承租人」須在要求時向政府支付有關上述連接工程的技術檢查之費用。若「承租人」未能保養上述連接工程在政府土地內修建的任何一段，「署長」可進行必要的保養工程，「承租人」須在要求時向政府支付該等工程的費用。

**15 Clause No. 4.3 of the said lease stipulates that:**

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

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

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

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

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



**18 「該租契」條款第5.3條訂明：**

「承租人」現確認，「該土地」有現有的專為「該土地」服務的食水及沖廁水總水喉管通過、經過或穿越毗鄰政府土地或在毗鄰政府土地的上方、下方或內面。「承租人」須在各方面以令「署長」滿意的方式自費維持、保養及維修及如「署長」要求，轉移和重置任何該現有的食水及沖廁水總水喉管到「署長」要求的位置。

**19 「該租契」條款第5.4條訂明：**

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出或返回「該土地」或其任何部分，以檢查、保養、維修及翻新「該租契」條款第5.4(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.4(b)條所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4(a)條所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

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

The Lessee acknowledges that there are existing fresh and flushing water mains exclusively serving the said land passing along, through, over, upon, under or in the adjoining Government land. The Lessee shall at its own expense uphold, maintain, repair and if so required by the Director, divert and relocate any of such existing fresh and flushing water mains to such other locations as the Director may require all to be done in all respects to the satisfaction of the Director.

**19 Clause No. 5.4 of the said lease stipulates that:**

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



**20 「該租契」條款第5.8條訂明：**

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

**20 Clause No. 5.8 of the said lease stipulates that:**

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

註：

1. 請查閱批地文件全文以了解上述條款及批地文件中其他條款的全部詳情。批地文件的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。
2. 「該租契」附圖的副本摘錄於第65頁供參考。

Note :

1. For full details of the above provisions and other provisions in the Land Grant, please refer to the Land Grant. Full script of the Land Grant is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.
2. A copy of the plan annexed to the said lease is extracted on page 65 for reference.

# 17 公共設施及公眾休憩用地的資料

## Information on Public Facilities and Public Open Spaces

### 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. 「綠色範圍」(直至其管有權按「該租契」(見批地文件的摘要內的定義)交還予政府為止)

##### 批地文件的有關條文

##### i. 「該租契」(見批地文件的摘要內的定義)條款第3.28條訂明：

(a) 「承租人」(僅就「該租契」條款第3.28條而言，不包括「承租人」的受讓人)須：

(i) 於2018年11月28日或之前(或「署長」可能批准的其他延長時期內)按「署長」批准的方式、材料、標準、水平、定線及設計自費進行下列工程，並在各方面令「署長」滿意下：

(I) 鋪設及興建於附圖上以綠色顯示未來公共道路部分(下稱「綠色範圍」)；及

(II) 按「署長」自行酌情要求，提供及建造指定橋樑、隧道、上跨路橋、地下通道、暗渠、高架道路、天橋、行人路、道路或其他指定建築物(下稱「該等建築物」)

使建築物可座落於「綠色範圍」及車輛及行人可於「綠色範圍」往來；

(ii) 於2018年11月28日或之前(或「署長」可能批准的其他延長時期內)，以令「署長」滿意方式自費在「綠色範圍」鋪設路面、路邊石及渠道及按「署長」要求提供集水渠、污水渠、排水渠、消防栓連同連駁至總水喉、街燈、交通標誌、街道設施、道路標記；及

(iii) 自費保養「綠色範圍」連同「該等建築物」及在該範圍之上或之內建造、安裝及提供的所有建築物、路面、集水渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以令「署長」滿意，直至按「該租契」條款第3.29條指定交還「綠色範圍」的管有權給政府為止。

(b) 倘若「承租人」未能在指定的期限內履行「該租契」條款第3.28(a)條規定他的責任，政府可進行必要的工程，費用須由「承租人」承擔，「承租人」須應要求向政府支付相等於該工程費用的金額，該金額由「署長」決定，「署長」的決定為最終決定，並對「承租人」具約束力。

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

#### 1. THE GREEN AREA (until possession is re-delivered to the Government in accordance with the said lease (as defined in the Summary of Land Grant))

##### Relevant Provisions of the Land Grant

##### i. Clause No. 3.28 of the said lease (as defined in the Summary of Land Grant) stipulates that:

(a) The Lessee (which expression for the purpose of Clause No. 3.28 of the said lease only shall not include the Lessee's assigns) shall:

(i) on or before the 28th day of November 2018 (or such other extended period as may be approved by the Director), 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:

(I) lay and form those portions of future public roads shown coloured green on the Plan (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) on or before the 28th day of November 2018 or such other extended period as may be approved by the Director, at its own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area 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 may require; and

(iii) maintain at his own expense the Green Area together with the Structures and 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 until such time as possession of the Green Area has been re-delivered to the Government in accordance with Clause No. 3.29 of the said lease.

(b) In the event of the non-fulfilment of the Lessee's obligations under Clause No. 3.28(a) of the said lease within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.



- (c) 政府毋須對「承租人」履行「該租契」條款第3.28(a)條的責任或政府按「該租契」條款第3.28(b)條或其他規定行使權利所產生或附帶造成「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不能就任何上述損失、損害、滋擾或干擾向政府提出索償。

ii. 「該租契」(見批地文件的摘要內的定義) 條款第3.29條訂明：

僅為了進行「該租契」條款第3.28條指定的必要工程，「承租人」(僅就「該租契」條款第3.29條而言，不包括「承租人」的受讓人)須在「該租契」之日期獲授予「綠色範圍」的管有權。「綠色範圍」須在政府要求時交還給政府。「承租人」須於其管有「綠色範圍」的任何合理時間，允許所有政府及公共車輛及行人在任何時間內自由前往及經過「綠色範圍」並確保上述通行權不會受到按「該租契」條款第3.28條或其他規定進行的工程之干擾或阻礙。

iii. 「該租契」(見批地文件的摘要內的定義) 條款第3.30條訂明：

未經「署長」事先書面同意，「承租人」(僅就「該租契」條款第3.30條而言，不包括「承租人」的受讓人)不得使用「綠色範圍」用作儲物或搭建任何臨時構築物或進行「該租契」條款第3.28條指定的工程以外的任何其他用途。

iv. 「該租契」(見批地文件的摘要內的定義) 條款第3.31條訂明：

「承租人」(僅就「該租契」條款第3.31條而言，不包括「承租人」的受讓人)須在管有「綠色範圍」的任何合理時間內准許政府、「署長」、其人員、承建商、代理人及任何其他獲其授權的人士有權進出及返回及通過該地段及「綠色範圍」，以檢查、檢驗及監督按「該租契」條款第3.28(a)條進行的任何工程和檢查、檢驗及監督按「該租契」條款第3.28(b)條進行的工程及「署長」認為有必要在「綠色範圍」內進行的任何其他工程。

**「公契」的有關條文**

不適用

- (c) 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. 3.28(a) of the said lease or the exercise of the rights by the Government under Clause No. 3.28(b) 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.

ii. **Clause No. 3.29 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

For the purpose only of carrying out the necessary works specified in Clause No. 3.28 of the said lease, the Lessee (which expression for the purpose of Clause No. 3.29 of the said lease only shall not include the Lessee's assigns) shall on the date of the said lease be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand. The Lessee shall at all reasonable times while it is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause No. 3.28 of the said lease or otherwise.

iii. **Clause No. 3.30 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

The Lessee (which expression for the purpose of Clause No. 3.30 of the said lease only shall not include the Lessee's assigns) shall not without the prior written consent of the Director use the Green Area 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. 3.28 of the said lease.

iv. **Clause No. 3.31 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

The Lessee (which expression for the purpose of Clause No. 3.31 of the said lease only shall not include the Lessee's assigns) shall at all reasonable times while it is in possession of the Green Area permit the Government, the Director and his officers, contractors and agents and any other persons authorised by the Director, the right of ingress, egress and regress to, from and through the Lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Clause No. 3.28(a) of the said lease and the carrying out, inspecting, checking and supervising of the works under Clause No. 3.28(b) of the said lease and any other works which the Director may consider necessary in the Green Area.

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

Not applicable

## 2. 排水渠及渠道

### 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第4.10條訂明：

- (a) 「承租人」須自費建造及保養「署長」認為需要的排水渠及渠道(不論是否位於該土地範圍內或政府土地上)，以將落在或流經該土地上的暴雨或雨水截流並排送至最接近的水道、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的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 連接該土地的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(如已建及已啟用)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」須按要求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」自費以令「署長」滿意的方式進行。在此情況下，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，直至按要求由「承租人」交還給政府，並由政府出資負責今後的保養。「承租人」須按要求向政府支付有關上述連接工程的技術檢查之費用。若「承租人」未能保養上述在政府土地內修建的連接工程的任何一段，「署長」可進行他認為必要的保養工程，「承租人」須按要求向政府支付該等工程的費用。

### 「公契」的有關條文

除在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18條第(j)項(1)款及(2)款，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
  - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。

## 2. DRAINS AND CHANNELS

### Relevant Provisions of the Land Grant

Clause No. 4.10 of the said lease (as defined in the Summary of Land Grant) 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 the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

### Relevant Provisions of the Deed of Mutual Covenant ("DMC")

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

- i. Pursuant to Clause 18(j)(1) and (2) of Section IV of the DMC, the Manager shall have the powers functions and obligations to keep in good repair and condition:
  - (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;



- (2) 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18條第(ay)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式保養所需的排水渠及渠道，以將落在或流經「該土地」上的暴雨或雨水截流並排送至最接近的水道、集水井、渠道或政府雨水渠。
- iii. 根據「公契」第七節第51(a)(1)條第(iv)項，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」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」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。
- iv. 根據「公契」第七節第51(b)(3)條，周年財政預算的第二部分應包括現已或將會為支撐「住宅大廈」而建造的地基、支柱及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- v. 根據「公契」附表二B部分第(a)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權是受限於「經理人」的全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「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或修理工程，或以消減任何上述範圍內的危害或滋擾，以及概括而言為行使「本公契」或「副公契」（如有者）訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復，倘因「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。
- (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 18(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the said land to the satisfaction of the Director of Lands.
- iii. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the said lease.
- iv. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
- v. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary maintenance or repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or to abate any hazard or nuisance therein or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and generally for the purpose of exercising the powers and functions of the Manager under this Deed or Sub-Deed (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.

**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

不適用

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

不適用

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

不適用

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

Not applicable

**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