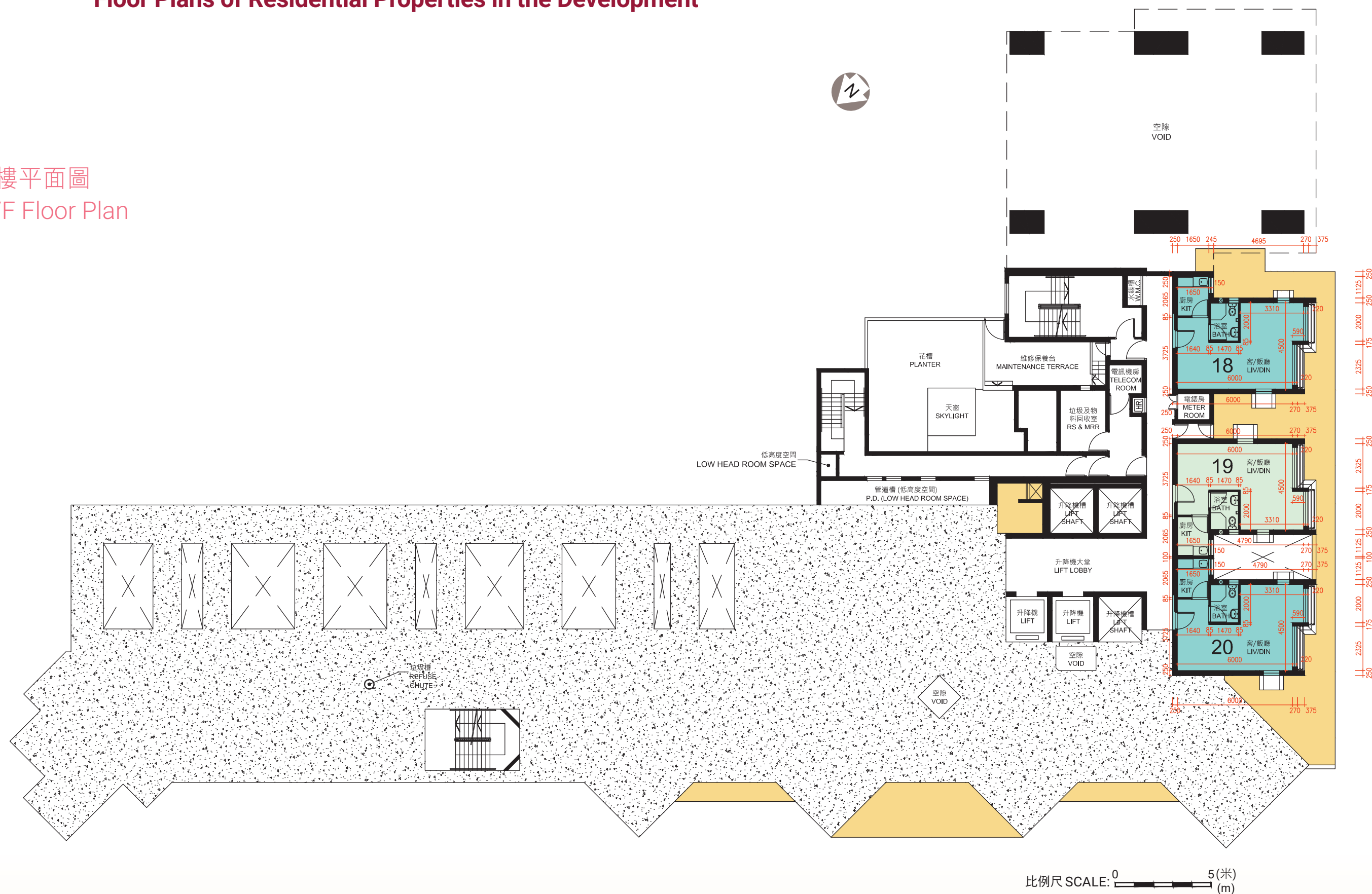


Floor Plans of Residential Properties in the Development

1樓平面圖
1/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof
	結構轉換層	Transfer Structure

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)

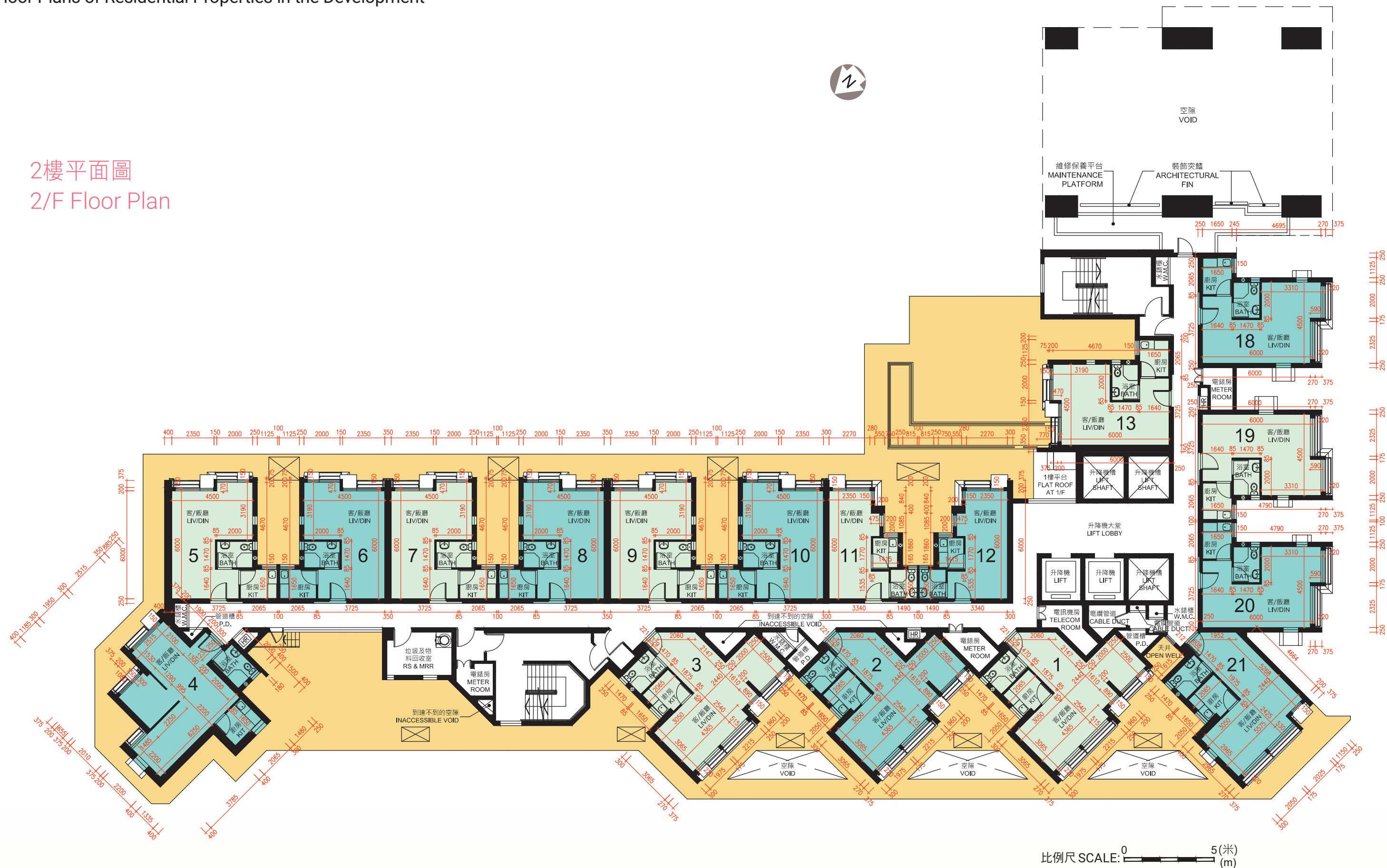
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower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

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

2樓平面圖
2/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat 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。
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)

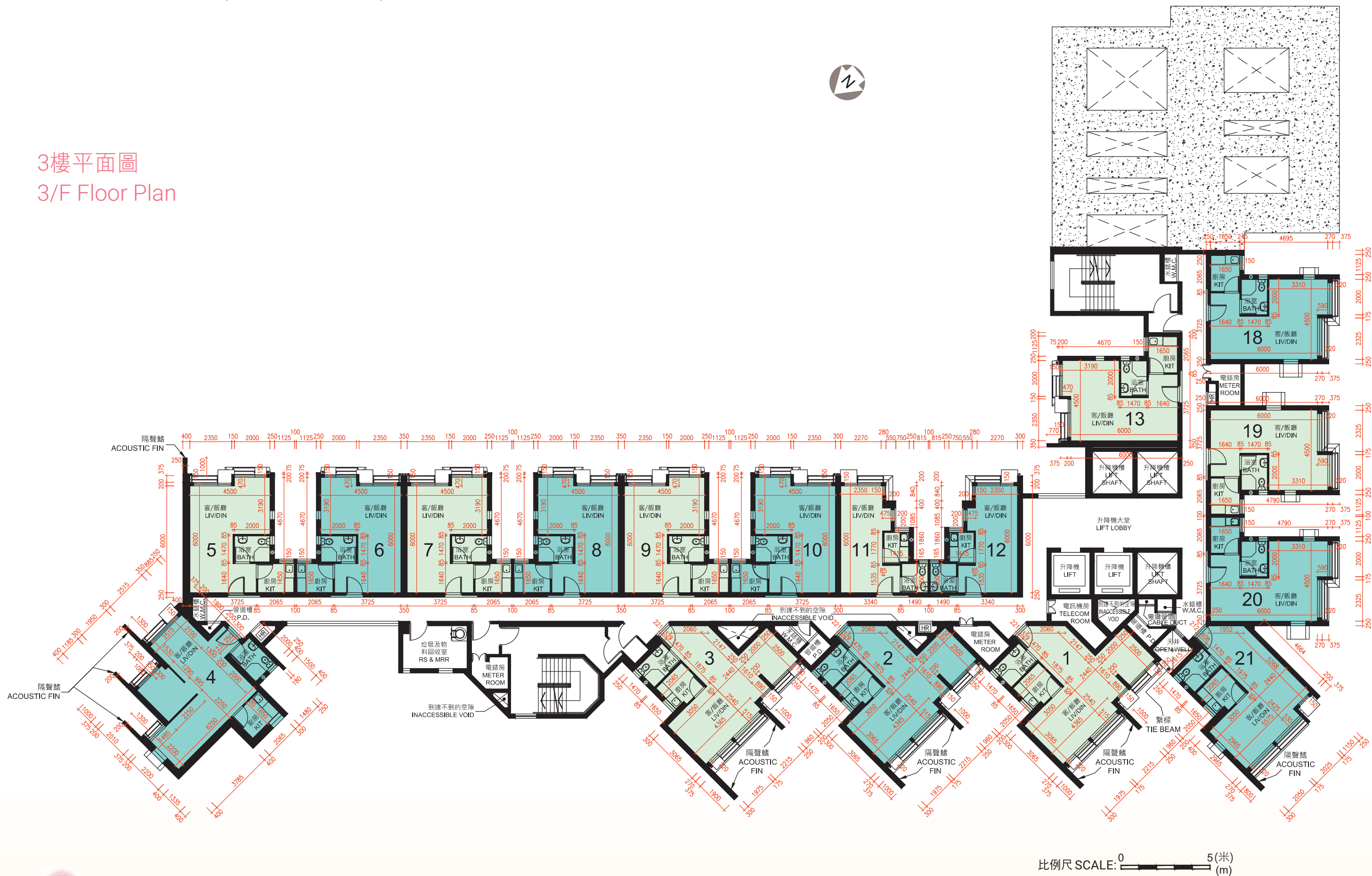
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower 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

3樓平面圖
3/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room
	結構轉換層	Transfer Structure

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)

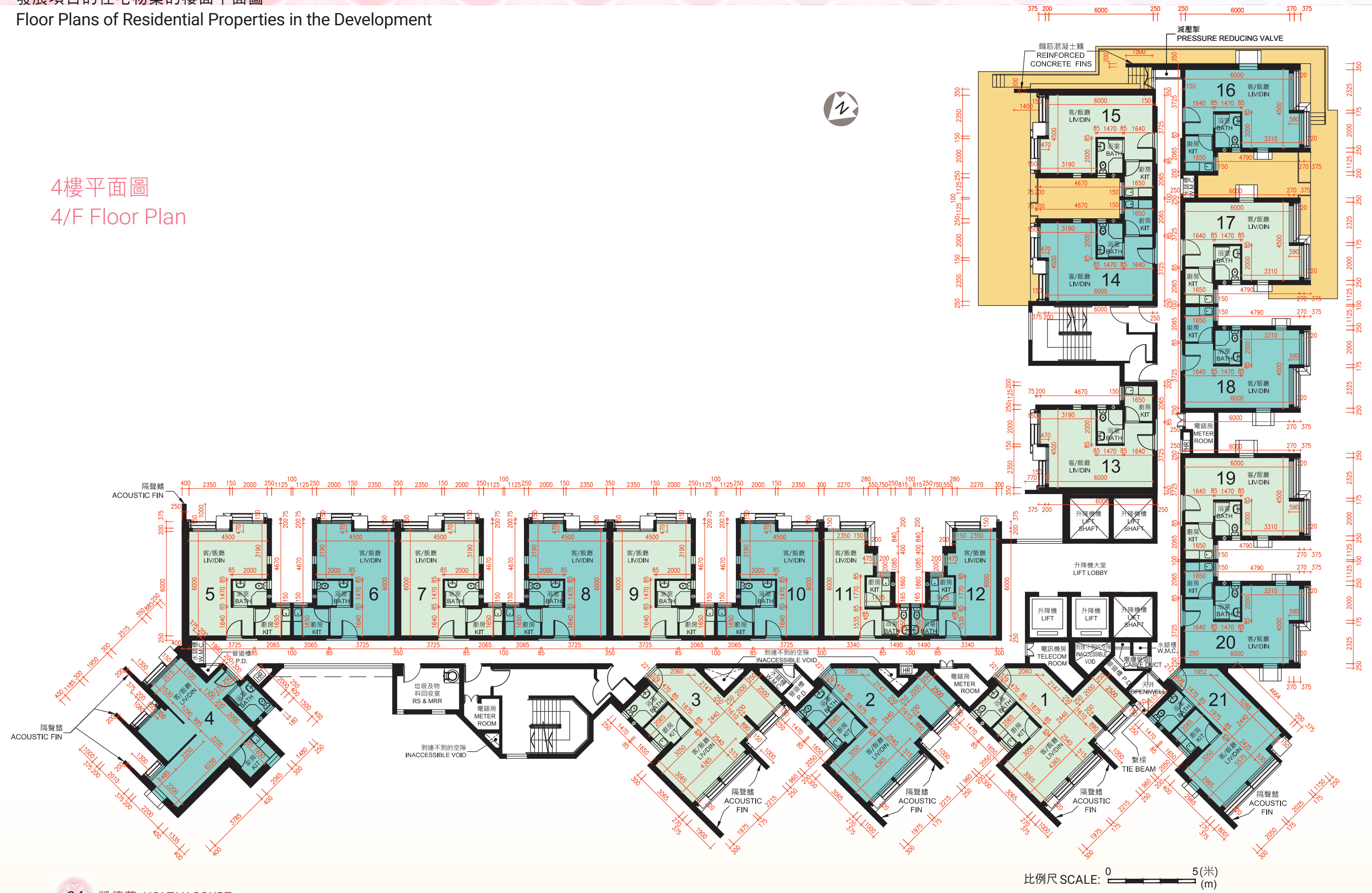
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower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

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

4樓平面圖
4/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof

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)

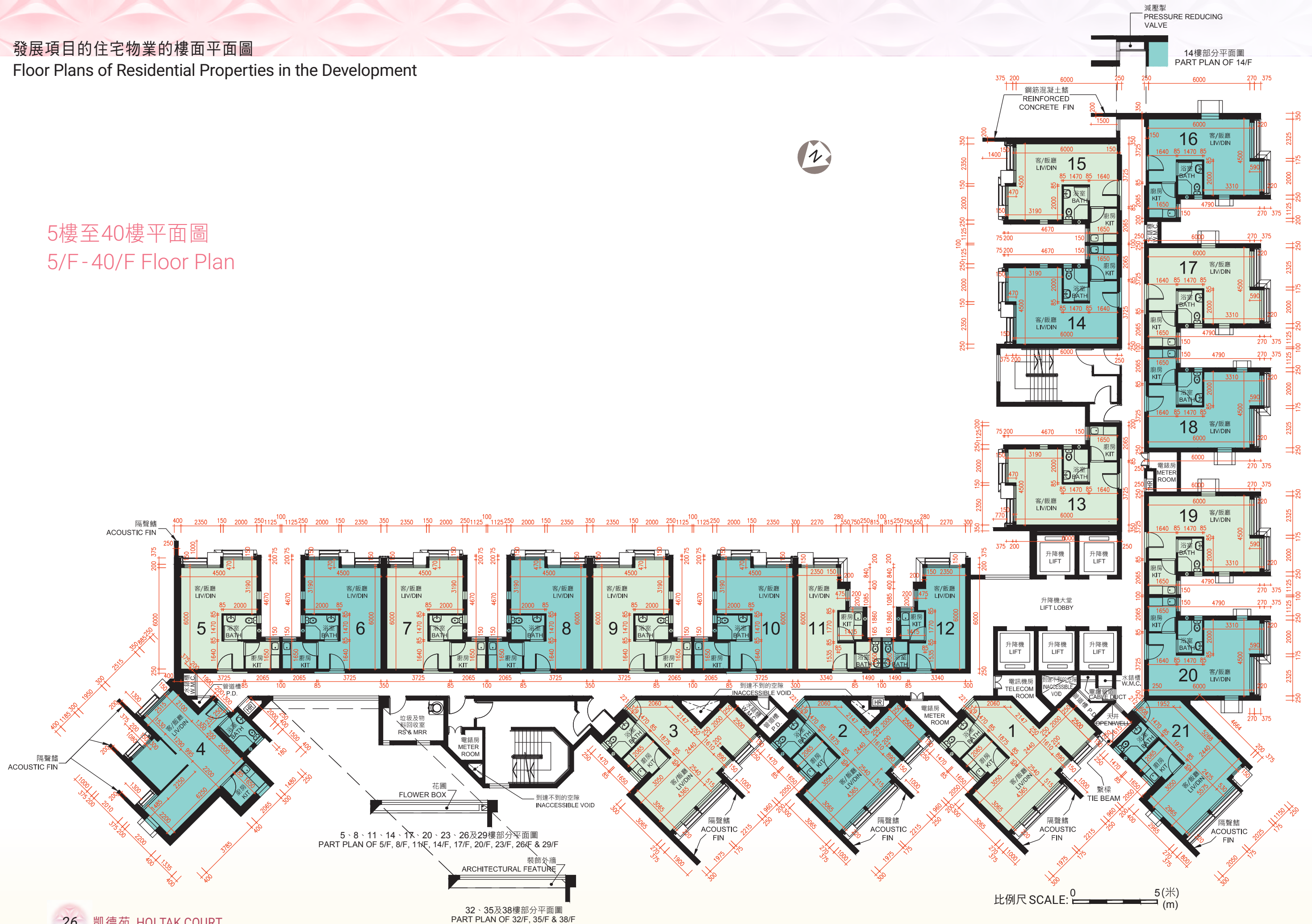
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower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

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.

Floor Plans of Residential Properties in the Development

5樓至40樓平面圖
5/F - 40/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
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
W.M.C.	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(40樓除外)。40樓每個住宅物業的層與層之間的高度為2.75米及2.93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(40樓除外)。40樓每個住宅物業的樓板(不包括灰泥)的厚度為160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)

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 2.75m and 2.93m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 40/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 160mm 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)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

12 發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property		實用面積(包括露台、工作平台 及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
2樓 – 40樓 2/F – 40/F	1, 2, 3	45.3 (488) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	4	48.5 (522) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	5, 13	36.7 (395) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	6, 7, 8, 9	35.2 (379) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	10	35.0 (377) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	11	25.9 (279) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	12	26.9 (290) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	20	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.

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

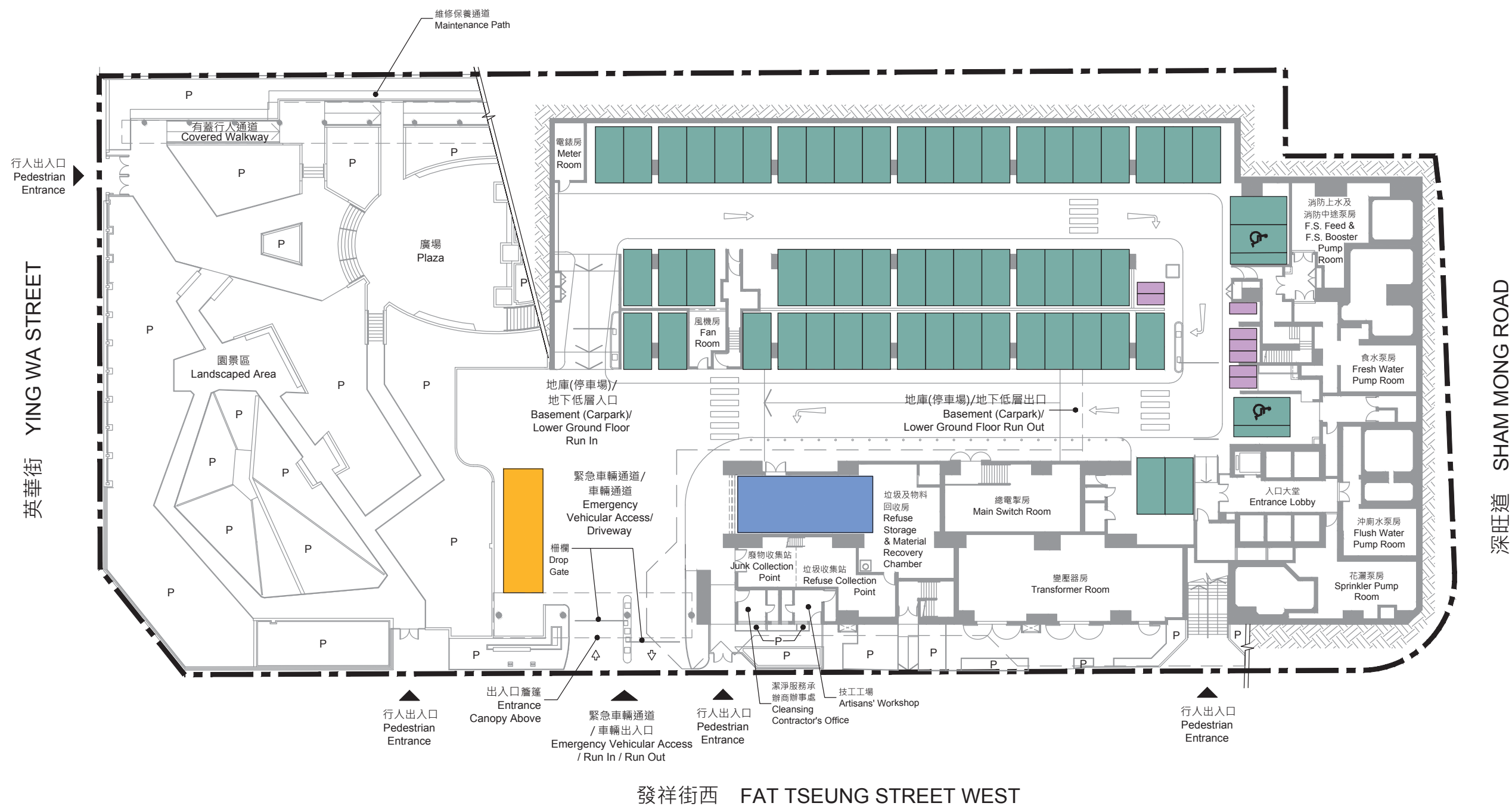
物業的描述 Description of Residential Property		實用面積(包括露台、工作平台 及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
2樓－40樓 2/F－40/F	21	39.5 (425) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
4樓－40樓 4/F－40/F	14	35.7 (384) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
	15	36.3 (391) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
	16	37.1 (399) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
	17, 18	36.5 (393) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
	18	36.9 (397) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
1樓－40樓 1/F－40/F	19	36.5 (393) 露台 Balcony:－ 工作平台 Utility Platform:－ 陽台 Verandah:－	－	－	－	－	－	－	－	－	－	－
1樓 1/F	20	36.5 (393) 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.

地庫(停車場)/地下低層停車位平面圖

Floor Plan of Parking Spaces on Basement (Carpark)/Lower 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.)
	有蓋汽車停車位 Covered Car Parking Spaces	55	5.0 X 2.5	12.50
	有蓋汽車停車位(暢通易達停車位) Covered Car Parking Spaces (Accessible Parking Spaces)	2	5.0 X 3.5	17.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	8	2.4 X 1.0	2.40
	預留有蓋垃圾收集車停車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicles	1	12.0 X 5.0	60.00
	露天上落客貨停車位 Open Loading / Unloading Bay	1	11.0 X 3.5	38.50

14 臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

「**公用地方與設施**」指全部或任何一項(視乎上下文意而定)：(i)「屋苑公用地方與設施」；(ii)「住宅大廈公用地方與設施」；及(iii)所有根據「公契」或「副公契」(如有)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「該地段」及「屋苑」的地方、系統、裝置與設施，包括但不限於消防入水掣及花灑入水掣、檢測錶櫃、管道槽、暢通易達洗手間、技工工場、潔淨服務承辦商辦事處、冷氣機台、混凝土機罩、「緊急車輛通道」、車輛通道(構成停車位一部分的除外)、「屋苑」入口的柵欄(構成「停車場」一部分的柵欄除外)、入口大堂、屋苑管理處、屋苑標誌、平台、消防喉轆、升降機(構成「住宅大廈公用地方與設施」一部分的除外)、升降機面板、維修保養平台、業主立案法團辦事處、垃圾收集站、預留垃圾收集車停車位、垃圾及物料回收房、花灑控制閥房、花灑泵房、花灑水缸、垃圾收集站的上部、垃圾及物料回收房的上部、花灑水缸的上部、通風管道、變壓器房、變壓器房的上部、總電掣房、總電掣房的上部、消防聚水缸、消防上水及消防中途泵房、沖廁水泵房、沖廁水缸、食水泵房、食水水缸、外牆(附屬於「住宅大廈」(如有)除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以橙色及橙色間黑交叉斜線顯示(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」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「該地段」及「屋苑」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)不包括「住宅大廈公用地方與設施」、屬於「公用事業公司」及電訊

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

“**Common Areas and Facilities**” shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Block Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of the DMC or Sub-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 Lot and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to fire services inlet and sprinkler inlet, check meter cabinets, pipe duct, accessible toilet, artisans' workshop, cleansing contractor's office, air-conditioner platform, concrete hood, Emergency Vehicular Access, driveways (other than those forming part of the Car Parks), drop gate at the entrance of the Estate (exclude drop gate forming part of Car Parks), entrance lobby, estate management office, estate signage, flat roof, hose reel, lift(s) (other than those forming part of the Residential Block Common Areas and Facilities), lift panels, maintenance platform, owners' corporation office, refuse collection point, loading and unloading space reserved for refuse collection vehicles, refuse storage & material recovery chamber, sprinkler control valve chamber, sprinkler pump room, sprinkler water tank, upper part of refuse collection point, upper part of refuse storage & material recovery chamber, upper part of sprinkler water tank, vent duct, transformer room, upper part of transformer room, main switch room, upper part of main switch room, fire services sump tank, fire services feed & fire services booster pump room, flush water pump room, flush water tanks, fresh water pump room, fresh water tank, external walls (other than those pertaining to the Residential Block (if any)), and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured 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 Lot 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 but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities, those installations

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、佔用與享用專有地方和「屋苑」內只為任何個別業主提供服務的設施。

「住宅大廈公用地方與設施」指包括但不限於到達不到的空隙、結構轉換層、加闊的公用走廊及升降機大堂、非結構預製外牆、鐵閘、維修保養平台、花圃、食水增壓泵房、食水水缸、沖廁水水缸、維修平台、綠化區、暢通易達洗手間、裝飾外牆、裝飾突鰭、電纜管道房、電纜管道、簷篷、檢測錶櫃、兒童遊樂區、有蓋園景區、有蓋行人通道、罩屋、園景區域的電錶房、應急發電機房、消防水缸、平台、氣體控制閥房、保安員櫃位、消防喉轆、廢物收集站、園景區、升降機(構成「屋苑公用地方與設施」一部分的除外)、升降機大堂、走廊、升降機機房、升降機井底坑、升降機槽、上落客貨停車位、低淨空高度空間、郵件分發房、維修保養通道、維修保養台、電錶房、管道槽、集水坑泵面板機房、花槽、廣場、減壓掣、垃圾及物料回收室、鋼筋混凝土防風罩、天窗、電訊機房、電訊及廣播設備室、繫樑、隔聲鰭、鋼筋混凝土鰭、通風管道房、水錶箱、水錶櫃、天井、「氣體錶前的氣體喉管」、「該租契」第4.17(a)條所規定之露天休憩空間、附屬於「住宅大廈」的外牆和結構部分(如有)及「住宅大廈」內包圍到達不到的空隙的外牆(如有)，即「公契」所夾附圖則分別以棕色、棕色間黑斜線、棕色間黑交叉斜線及黃色顯示(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，或如有關非結構預製外牆，即「公契」所夾附圖則上以"PF"顯示；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(本「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」、屬於「公用事業公司」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。

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 Block Common Areas and Facilities” shall mean and include but not limited to the inaccessible void, transfer structures, wider common corridors and lift lobbies, non-structural pre-fabricated external walls, metal gates, maintenance platforms, flower boxes, fresh water booster pump room, fresh water tanks, flush water tanks, flat roofs for maintenance, greenery areas, accessible toilet, architectural features, architectural fins, cable duct room, cable ducts, canopies, check meter cabinet, children's play area, covered landscaped area, covered walkway, doghouses, electrical meter room for landscaped area, emergency generator room, fire services water tank, flat roofs, gas control valve chamber, guard counter, hose reels, junk collection point, landscaped area, lift(s) (other than those forming part of the Estate Common Areas and Facilities), lift lobbies, corridors, lift machine room, lift pits, lift shafts, loading and unloading bay, low head room space, mail delivery rooms, maintenance paths, maintenance terrace, meter rooms, pipe ducts, plant room for sump pump panel, planters, plaza, pressure reducing valves, refuse storage and material recovery rooms, reinforced concrete wind hoods, skylight, telecom rooms, telecommunication and broadcasting equipments room, tie beams, acoustic fins, reinforced concrete fins, vent duct room, water meter cabinet, water meter cupboards, open well, Gas Pipe Before Meter, open space as required under Clause 4.17(a) of the lease, external walls and structural elements pertaining to the Residential Block (if any) and walls enclosing inaccessible voids in the Residential Block (if any) which for the purpose of identification only, are shown coloured brown, brown hatched black, brown cross hatched black and yellow (insofar as such areas, systems, devices and facilities are identifiable on such plans) or in the case of non-structural pre-fabricated external walls marked “PF” 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 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 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

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
2樓 – 40樓 2/F – 40/F	1, 2, 3	70 / 48,556
	4	75 / 48,556
	5, 13	57 / 48,556
	6, 7, 8, 9	55 / 48,556
	10	54 / 48,556
	11	40 / 48,556
	12	42 / 48,556
	20	56 / 48,556
	21	61 / 48,556
4樓 – 40樓 4/F – 40/F	14	55 / 48,556
	15, 17, 18	56 / 48,556
	16	57 / 48,556
1樓 – 3樓 1/F – 3/F	18	57 / 48,556
1樓 – 40樓 1/F – 40/F	19	56 / 48,556
1樓 1/F	20	56 / 48,556

C 發展項目的管理人的委任年期

除《建築物管理條例》（第344章）的條文另有規定，「房委會」應負責「該地段」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」條款終止為止。

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

Subject to the provisions of the Building Management Ordinance (Cap. 344), the HA shall undertake the management of the Lot and the Estate for an initial term expiring 24 calendar months from the date of the DMC or until an Owners' Corporation is formed, whichever is the earlier and shall continue to be the Manager for such further period until the termination of the HA's appointment in accordance with the provisions of the DMC.

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

- (1) 每名「業主」均須每月繳付「經理人」釐定的款項，以分擔管理「屋苑」所招致的必要及合理費用、收費及開支，攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算，「經理人」應根據「公契」規定擬備之年度預算案釐定管理月費款額。
- (2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

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

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

樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
2樓 – 40樓 2/F – 40/F	1, 2, 3	70 / 48,546
	4	75 / 48,546
	5, 13	57 / 48,546
	6, 7, 8, 9	55 / 48,546
	10	54 / 48,546
	11	40 / 48,546
	12	42 / 48,546
	20	56 / 48,546
	21	61 / 48,546
4樓 – 40樓 4/F – 40/F	14	55 / 48,546
	15, 17, 18	56 / 48,546
	16	57 / 48,546
1樓 – 3樓 1/F – 3/F	18	57 / 48,546
1樓 – 40樓 1/F – 40/F	19	56 / 48,546
1樓 1/F	20	56 / 48,546

- E

計算管理費按金的基準

每「單位」的「業主」均須向「經理人」繳付一筆管理費按金，金額不超過「經理人」不時就每個「單位」根據按照「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開放時間內免費查閱，並可於房委會就出售凱德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 HA Customer Service Centre and is also available on the website designated by the HA for the sale of Hoi Tak Court.

16

批地文件的摘要

Summary of Land Grant

位於新九龍內地段第6617號之香港房屋委員會(下稱「承租人」，如語意容許，亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為2019年4月30日。

1 發展項目位於新九龍內地段第6617號(下稱「該地段」)。

2 「該地段」的批租年期為50年，由2019年4月30日起計(下稱「批租年期」)。

3 「該租契」條款第2.2條訂明：

「承租人」須被視作於由地政總署署長(下稱「署長」)行使其絕對酌情權向「承租人」發出的信件中指明的日期被賦予並取得「該地段」的一部分的管有權(該部分在「該租契」的附圖上以粉紅色間黑斜線顯示(下稱「粉紅色間黑斜線範圍」)。信件中所指明的日期於任何情況下不應遲於2019年9月2日。

4 「該租契」條款第2.3條訂明：

在「粉紅色間黑斜線範圍」的管有權根據「該租契」條款第2.2條由政府賦予「承租人」之前，政府絕對有權管有、佔用、使用及享用「粉紅色間黑斜線範圍」，而且政府或政府授權的任何人士可以在「粉紅色間黑斜線範圍」進行任何工程。

5 「該租契」條款第2.4條訂明：

就根據「該租契」條款第2.2及2.3條規定延遲賦予「粉紅色間黑斜線範圍」的管有權而直接或間接引致或有關的對「承租人」或任何人造成的或蒙受的任何損失、損害、滋擾或干擾等，政府毋須負上任何責任，「承租人」亦不得就該等損失、損害、滋擾或干擾向政府提出索償、申請退回地價款項或其他任何申索。

6 「該租契」條款第2.5條訂明：

「承租人」確認於「該租契」的日期，「該地段」內存在一個由政府經營、維持、維修及使用的五人足球場及其內的結構、設施及裝置，其所有部分位於「粉紅色間黑斜線範圍」之內(此五人足球場及其內的結構、設施及裝置以下統稱「現有發祥街西遊樂場」)。

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. 6617 (“the Lease”) is dated the 30th day of April 2019.

1 The Development is situated on New Kowloon Inland Lot No. 6617 (“the Lot”).

2 The Lot is granted for a term of 50 years commencing from the 30th day of April 2019 (“the Lease Term”).

3 Clause No. 2.2 of the Lease stipulates that:

Possession of a portion of the Lot shown coloured pink hatched black on the plan annexed to the Lease (that portion of the Lot is hereinafter referred to as “the Pink Hatched Black Area”) shall be deemed to be given to and taken by the Lessee on a date as specified in a letter to be issued by the Director of Lands (hereinafter referred to as “the Director”) to the Lessee at his absolute discretion, which date in any event shall not be later than the 2nd day of September 2019.

4 Clause No. 2.3 of the Lease stipulates that:

The Government is absolutely entitled to the possession, occupation, use and enjoyment of the Pink Hatched Black Area and to carry out any works in the Pink Hatched Black Area by itself or by any persons authorized by the Government before possession of the Pink Hatched Black Area is given by the Government to the Lessee pursuant to Clause No. 2.2 of the Lease.

5 Clause No. 2.4 of the Lease stipulates that:

The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person arising whether directly or indirectly out of or in connection with the provisions of Clauses Nos. 2.2 and 2.3 of the Lease pursuant to which the giving of the possession of the Pink Hatched Black Area shall be deferred, and no claim for compensation, refund of premium or otherwise whatsoever shall be made against the Government by the Lessee in respect of such loss, damage, nuisance or disturbance.

6 Clause No. 2.5 of the Lease stipulates that:

The Lessee acknowledges that as at the date of the Lease, there are existing within the Lot a 5-a-side soccer pitch together with structures, facilities and installations therein being operated, maintained, repaired and used by the Government and all located within the Pink Hatched Black Area (which 5-a-side soccer pitch, structures, facilities and installations are hereinafter collectively referred to as “the Existing Fat Tseung Street West Playground”).

7 「該租契」條款第2.6條訂明：

除非事先獲得康樂及文化事務署署長的書面同意，在政府根據「該租契」條款第2.2條賦予「承租人」「粉紅色間黑斜線範圍」的管有權之前，「承租人」不可進行或允許或容許他人於「該地段」進行任何有機會騷擾或干擾政府經營、維持、維修及使用「現有發祥街西遊樂場」及其存在的行為或工程。

8 「該租契」條款第2.7條訂明：

受限於政府經營、維持、維修及使用「現有發祥街西遊樂場」及其存在，「承租人」須被視作信納及接受「該地段」(除「粉紅色間黑斜線範圍」外)於「該租契」的日期的狀況及狀態；「承租人」並須被視作信納及接受「粉紅色間黑斜線範圍」於「署長」根據「該租契」條款第2.2條發出的信件中指明的日期的狀況及狀態。「承租人」不可就或因此等狀況及狀態提出或作出任何反對或申索。

9 「該租契」條款第2.8(a)至(b)條訂明：

政府不就以下項目作出明示或隱含的保證：

- (a) 「現有發祥街西遊樂場」的實際情況、狀態或安全性；及
- (b) 「現有發祥街西遊樂場」或其任何部分是否按照《建築物條例》及其下的規例及任何修訂法例的規定而豎立或安裝或繼續存在。

10 「該租契」條款第2.9條訂明：

「承租人」(就本2.9條而言不包括「承租人」的受讓人)根據「該租契」條款第2.2條視作已被賦予及取得「粉紅色間黑斜線範圍」的管有權後，可以拆卸及移除「現有發祥街西遊樂場」。如果拆卸及移除「現有發祥街西遊樂場」，「承租人」須負責該拆卸及移除的費用。

7 Clause No. 2.6 of the Lease stipulates that:

Except with the prior written consent of the Director of Leisure and Cultural Services, the Lessee shall not, before the possession of the Pink Hatched Black Area is given to the Lessee as provided in Clause No. 2.2 of the Lease, do anything or carry out any works or permit or suffer anything to be done or any works to be carried out within the Lot which may disturb or interfere with the presence, operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground by the Government.

8 Clause No. 2.7 of the Lease stipulates that:

The Lessee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot (other than the Pink Hatched Black Area) existing as at the date of the Lease subject to the presence, operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground and the Lessee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Pink Hatched Black Area existing as at the date as specified in the letter to be issued by the Director under Clause No. 2.2 of the Lease, and no objection or claim whatsoever shall be made or raised by the Lessee in respect of or on account of the same.

9 Clause No. 2.8(a) to (b) of the Lease stipulates that:

The Government gives no warranty, express or implied, as to:

- (a) the physical condition, state or safety of the Existing Fat Tseung Street West Playground; and
- (b) whether the Existing Fat Tseung Street West Playground or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

10 Clause No. 2.9 of the Lease stipulates that:

The Lessee (which expression for the purpose of this Clause 2.9 shall not include the Lessee's assigns) may demolish and remove the Existing Fat Tseung Street West Playground after possession of the Pink Hatched Black Area is deemed to be given to and taken by the Lessee pursuant to Clause No. 2.2 of the Lease. In the event of the demolition and removal of the Existing Fat Tseung Street West Playground, the Lessee shall be responsible at his own expense for such demolition and removal.

11 Clause No. 2.10 of the Lease stipulates that:

The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee by reason of the presence, operation, maintenance,

11 「該租契」條款第2.10條訂明：

因「現有發祥街西遊樂場」的存在、經營、維持、維修、使用或其後的拆卸及移除或其他原因而對「承租人」造成的或蒙受的任何損失、損害、滋擾或干擾，政府、「署長」及其人員、其承包商、其代理人及任何獲「署長」授權的人士概不負責，「承租人」亦不得就該等損失、損害、滋擾或干擾向上述人士提出任何索償。

12 「該租契」條款第2.11(a)至(b)條訂明：

「承租人」(就「該租契」條款第2.11條而言不包括「承租人」的受讓人)須就以下項目直接或間接引致或有關的一切責任、損失、損害賠償、索償、開支、費用、收費、要求、法律行動及訴訟對政府作出彌償，並使政府持續得到彌償：

(a) 任何對「現有發祥街西遊樂場」的損害，及在「粉紅色間黑斜線範圍」的管有權視作已賦予「承租人」及被「承租人」取得前，因為「承租人」、其代理人或承包商作出或遺漏的任何行為而引致的對「現有發祥街西遊樂場」的經營、維持、維修及使用的騷擾或干擾；

(b) 「承租人」其後拆卸及移除「現有發祥街西遊樂場」。

13 「該租契」條款第4.3條訂明：

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

14 「該租契」條款第4.7條訂明：

「承租人」須在「批租年期」內每當有需要時承擔、支付及准予製造、建築、維修及修改「該地段」或其任何部分所需或在其內或屬於「該地段」或其任何部分並與其它附近或毗鄰的樓宇共用的所有或任何道路，巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及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)及由「署長」以未付之地租形式收回。

repair, use or subsequent demolition and removal of the Existing Fat Tseung Street West Playground, or otherwise, and no claim whatsoever shall be made by the Lessee against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

12 Clause No. 2.11(a) to (b) of the Lease stipulates that:

The Lessee (which expression for the purpose of Clause No. 2.11 of the Lease shall not include the Lessee's assigns) shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with:

- (a) any damage to the Existing Fat Tseung Street West Playground and any disturbance or interference with the operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground as a result of anything done or omitted to be done by the Lessee, its agents or contractors before possession of the Pink Hatched Black Area is deemed to be given to and taken by the Lessee; and
- (b) the subsequent demolition and removal of the Existing Fat Tseung Street West Playground as may be carried out by the Lessee.

13 Clause No. 4.3 of the Lease stipulates that:

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

14 Clause No. 4.7 of the Lease stipulates that:

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

15 「該租契」條款第4.13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任何用途，除了私人住宅用途連同「該租契」條款第4.14(c)條所述的附屬設施的用途。特此說明，已建或擬建於「該地段」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。就「該租契」而言，「署長」就何謂住宅單位的決定為最終決定並對「承租人」具約束力。

16 「該租契」條款第4.14(c)條訂明：

- (c) (i) 受制於「該租契」條款第4.14條(a)款的規定下，「承租人」可於「該地段」豎立、提供並維持「該租契」條款第4.13條所述的附屬於私人住宅用途的設施(此等設施以下稱「附屬設施」，就「該租契」而言，「署長」就何謂附屬設施的決定為最終決定並對「承租人」具約束力)；及
- (ii) 受制於「該租契」條款第4.14條(c)(i)款的規定下，附屬設施包括為妥善管理及維持「該地段」內發展項目所需的設施，其中包括：
- (I) 供有關「該地段」及任何已建或擬建於「該地段」的建築物成立或擬成立的「業主委員會」或「業主立案法團」使用的辦事處，就計算「該租契」條款第4.14條(a)款所述的總樓面面積的目的而言，受限於「該租契」條款第6.4條(d)款，按照此(c)(ii)(I)款提供的辦事處的總樓面面積不超於50平方米不應納入計算，任何超於50平方米的總樓面面積則應納入計算；及
- (II) 供屋苑管理用途使用的屋宇，就計算「該租契」條款第4.14條(a)款所述的總樓面面積的目的而言，受限於「該租契」條款第6.4條(d)款，按照此(c)(ii)(II)款提供的屋宇的總樓面面積不超於20平方米不應納入計算，任何超於20平方米的總樓面面積則應納入計算。

15 Clause No. 4.13 of the Lease stipulates that:

Subject to the terms and covenants contained in the Lease, the Lessee shall not use or permit or suffer to be used the Lot or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with ancillary facilities as may be provided by the Lessee as referred to in Clause No. 4.14(c) of the Lease and in particular, any 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. For the purpose of the Lease, the decision of the Director as to what constitutes a residential flat shall be final and binding on the Lessee.

16 Clause No. 4.14(c) of the Lease stipulates that:

- (c) (i) Subject to sub-clause (a) of Clause No. 4.14 of the Lease, the Lessee may erect, provide and maintain within the Lot such facilities ancillary to private residential purposes referred to in Clause No. 4.13 of the Lease (such facilities are referred to in the Lease as “the ancillary facilities”, and for the purpose of the Lease the decision of the Director as to what constitute the ancillary facilities shall be final and binding on the Lessee); and
- (ii) subject to sub-clause (c)(i) of Clause No. 4.14 of the Lease, the ancillary facilities may include those facilities which are required for the proper management and maintenance of the development on the Lot including:
- (I) office for use by Owners’ Committee or 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 sub-clause (a) of Clause No. 4.14 of the Lease, subject to Clause 6.4(d) of the Lease, office provided within the Lot in accordance with this sub-clause (c)(ii)(I) with a total gross floor area of not exceeding 50 square metres shall not be taken into account and any gross floor area in excess of 50 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 sub-clause (a) of Clause No. 4.14 of the Lease, subject to Clause 6.4(d) of the Lease, accommodation provided within the Lot in accordance with this sub-clause (c)(ii)(II) with a total gross floor area of not exceeding 20 square metres shall not be taken into account and any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

17 「該租契」條款第4.15條訂明：

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

18 「該租契」條款第4.16條訂明：

未經「署長」事先書面同意，不得移除或干擾生長於「該地段」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。

19 「該租契」條款第4.17(a)至(f)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2,508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。
- (b) 「承租人」須按下列規定，在「該地段」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「該地段」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4.17條(a)款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4.17條(b)(i)款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「該地段」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。
- (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4.17條(b)款所指的百分之二十面積；
 - (ii) 何謂「該租契」條款第4.17條(b)款所指的地面水平；以及
 - (iii) 何謂「該租契」條款第4.17條(a)款所指的休憩空間。

17 Clause No. 4.15 of the Lease stipulates that:

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

18 Clause No. 4.16 of the Lease stipulates that:

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

19 Clause No. 4.17(a) to (f) of the Lease stipulates that:

- (a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 2,508 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.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the Lot and podium (if any) not built upon in compliance with the following requirements:
 - (i) Not less than 20% of the area of the Lot shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under sub-clause (a) of Clause No. 4.17 of the 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 sub-clause (b)(i) of Clause No. 4.17 of the 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 Lot.
 - (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
 - (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in sub-clause (b) of Clause No. 4.17 of the Lease;
 - (ii) as to what constitutes the ground level referred to in sub-clause (b) of Clause No. 4.17 of the Lease; and
 - (iii) as to what constitutes open space referred to in sub-clause (a) of Clause No. 4.17 of the Lease.

- (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「該地段」內按「該租契」條款第4.17條(b)(i)款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4.17條提供的休憩空間及進行環境美化工程的地方，須被指定為並構成「該租契」條款第4.20條(a)(v)款所指的「公用地方」的其中一部分。

20 「該租契」條款第4.19(a)至(h)條訂明：

- (a) 除於「該租契」條款第4.19條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件(包括繳付行政費(如被要求時))；
 - (iv) 每份根據「該租契」條款第4.19(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第4.19條所載的條款及條件限制；以及

- (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 Lot as required under sub-clause (b)(i) of Clause No. 4.17 of the Lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 4.17 shall be designated as and form part of the Common Areas referred to in Clause No. 4.20(a)(v) of the Lease.

20 Clause No. 4.19(a) to (h) of the Lease stipulates that:

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 4.19 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the 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 residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in his sole and absolute discretion to buy such residential flat;
 - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in his sole and absolute discretion are observed and complied with;
 - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 4.19 of the

- (v) 倘若「業主」於「首次轉讓契據」日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。
- (d) 於「期間」屆滿後，
 - (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費(如被要求時)；以及
 - (ii) 「在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第4.19(a)條有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件(包括但不限於繳付行政費(如被要求時))的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第4.19(d)條向「承租人」繳付「補價」後，「該租契」條款第4.19條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第4.19條而言，
 - (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
 - (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
 - (iii) 「承租人」一詞不包括其受讓人；
 - (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；

- Lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in his sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 4.19 of the Lease; and
- (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (d) After the expiry of the Period,
 - (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
 - (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding sub-clause (a) of Clause No. 4.19 of the Lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 4.19 of the Lease, Clause No. 4.19 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 4.19 of the Lease:
 - (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a residential flat or any interest therein;
 - (ii) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
 - (iii) the expression "Lessee" excludes its assigns;
 - (iv) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;

(v) 「業主」指獲「承租人」根據「該租契」條款第4.18(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「住宅單位」的獨有管有權的人士；而就「該租契」條款第4.19條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；

(vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；

(vii) 「補價」指由房屋署署長釐定的款額（其釐定為最終決定及對「住宅單位」的「業主」具約束力），該款額須根據以下公式計算 —

$$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$

就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；

(viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及

(ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。

(h) 儘管「該租契」條款第4.19條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第4.19條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

21 「該租契」條款第4.22(a)至(f)條訂明：

(a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：

(i) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住宅單位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55，而且除根據「該租契」條款第4.22條(a)(iv)款預留及指定的停車位外，除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

(ii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住宅單位的住客及其真正賓

(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 residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 4.18(a) of the Lease; and for the purpose of Clause No. 4.19 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;

(vi) “Period” means a period of 10 years after the date of the First Assignment;

(vii) “Premium” means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula —

$$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;

(viii) “Purchase Price” means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and

(ix) “residential flat” means a residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.

(h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 4.19 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 4.19 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

21 Clause No. 4.22(a) to (f) of the Lease stipulates that:

(a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director:

(i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 55 and except for the spaces reserved and designated in accordance with sub-clause (a)(iv) of Clause No. 4.22 of the Lease, each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

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8而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；

- (iii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住宅單位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2，而且除根據「該租契」條款第4.22條(a)(iv)款預留及指定的停車位外，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；及
 - (iv) 「承租人」應遵照建築事務監督所要求及批准，於根據「該租契」條款第4.22條(a)(i)及(a)(iii)款所提供的停車位當中預留及指定多個停車位，以供根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士（下稱「傷殘人士」）停泊汽車。該等停車位的位置及尺寸須符合建築事務監督或「署長」要求及得到其批准。如此根據「該租契」條款第4.22條(a)(i)款所預留及指定的停車位須供「傷殘人士」停泊汽車（電單車及貨車除外），該等汽車並屬於「該地段」已建或擬建的建築物內的住宅單位的住客及其真正賓客和訪客。如此根據「該租契」條款第4.22條(a)(iii)款所預留及指定的停車位須供「傷殘人士」停泊汽車，該等汽車並屬於「該地段」已建或擬建的建築物內的住宅單位的住客的真正賓客和訪客。
- (b) 根據「該租契」條款第4.22條(a)(i)款、(a)(ii)款、(a)(iii)款和(a)(iv)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) (i) 除非另行獲得「署長」的書面同意，「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持供一個根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位，上述供汽車作上落客貨用途的停車位，其尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米；及一個供垃圾收集車作裝卸用途的停車位，其尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米。

- (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 residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 8 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) 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 residential flats in the building or buildings erected or to be erected on the Lot and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and except for the spaces reserved and designated in accordance with sub-clause (a)(iv) of Clause 4.22 of the Lease, each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
 - (iv) out of the spaces provided in sub-clauses (a)(i) and (a)(iii) of Clause No. 4.22 of the Lease, the Lessee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Disabled Persons") as the Building Authority may require and approve and the location and dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Director may require and approve. The spaces so reserved and designated out of the spaces provided in sub-clauses (a)(i) of Clause No. 4.22 of the Lease shall be for the parking of motor vehicles (excluding motor cycles and goods vehicles) by the Disabled Persons and belonging to the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and the spaces so reserved and designated out of the spaces provided in sub-clauses (a)(iii) of Clause No. 4.22 of the Lease shall be for the parking of motor vehicles by the Disabled Persons and belonging to the bona fide guests and visitors of the residents of the residential flats in the building or buildings erected or to be erected on the Lot.
- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 4.22 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (ii) 「該租契」條款第4.22條(c)(i)款所述的停車位不得用作於「該租契」條款第4.22條(c)(i)款所列明以外的任何其他用途，並須要與根據「該租契」條款第4.22條(c)(i)款於「該地段」已建或擬建的建築物有關。
- (iii) 就「該租契」而言，「署長」對何謂垃圾收集車的決定為最終決定並對「承租人」具約束力，及「貨車」、「電單車」及「汽車」須要根據《道路交通條例》及其下的規例及任何修訂法例列明的定義。
- (d) 就計算「該租契」條款第4.14條(a)款所指的總樓面面積而言：
- (i) 以下面積不應該納入計算：
- (I) 根據「該租契」條款第4.22條(a)款提供並位於地面水平以下的停車位；及
- (II) 根據「該租契」條款第4.22條(c)款提供並位於地面水平或地面水平以下的停車位；
- (ii) 倘若根據「該租契」條款第4.22條(a)款提供的停車位位於地面水平或地面水平以上或根據「該租契」條款第4.22條(c)款提供的停車位位於地面水平以上，該等停車位樓面面積的百分之五十連同為該等車位而設的其他部分（包括但不限於升降機大堂、樓梯平台、行人通道、機動及流通區及機房）樓面面積的百分之五十應計入「該租契」條款第4.14條(a)款所指的總樓面面積，而「署長」就該計算的決定為最終決定並對「承租人」具約束力。
- (e) 儘管有「該租契」條款第4.22條(d)(ii)款的規定，在「承租人」向「署長」繳交「署長」所決定的補地價及行政費的情況下，「署長」可憑其酌情權將「該租契」條款第4.22條(d)(ii)款所述之任何停車位及樓面面積從「該租契」條款第4.14條(a)款所指的總樓面面積的計算中剔除，「署長」的決定為最終決定並對「承租人」具約束力。
- (f) 就「該租契」條款第4.22條而言，何謂地面水平或任何停車位是否位於地面水平或其以上或以下將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。
- (c) (i) the Lessee shall, unless the Director otherwise consents in writing, provide and maintain within the Lot to the satisfaction of the Director one space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation which space shall 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 one space for the loading and unloading of refuse collection vehicles which space shall have a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.5 metres.
- (ii) the spaces provided in accordance with sub-clauses (c)(i) of Clause No. 4.22 of the Lease shall not be used for any purpose other than for the purposes provided in sub-clauses (c)(i) of Clause No. 4.22 of the Lease and in connection with the building or buildings respectively referred to in sub-clauses (c)(i) of Clause No. 4.22 of the Lease.
- (iii) for the purpose of the Lease, the decision of the Director as to what constitutes a refuse collection vehicle shall be final and binding on the Lessee, and "goods vehicle", "motor cycle" and "motor vehicle" shall be as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 4.14(a) of the Lease,
- (i) there shall not be taken into account:
- (I) the spaces provided in accordance with sub-clause (a) of Clause No. 4.22 of the Lease if they are provided below ground level; and
- (II) the spaces provided in accordance with sub-clause (c) of Clause No. 4.22 of the Lease if they are provided at or below ground level;
- (ii) if the spaces provided in accordance with sub-clause (a) of Clause No. 4.22 of the Lease are provided at or above ground level or the spaces provided in accordance with sub-clause (c) of Clause No. 4.22 of the Lease are provided above ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 4.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.
- (e) Notwithstanding sub-clause (d)(ii) of Clause No. 4.22 of the Lease, the Director at his sole discretion may subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (d)(ii) of Clause No. 4.22 of the Lease from the calculation of the total gross floor area stipulated in Clause No. 4.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.

22 「該租契」條款第5.2條訂明：

「承租人」須就任何違反「該租契」的條款和契諾所引致或任何「署長」認為(其意見為最終決定並對「承租人」具約束力)因「該地段」的使用、「該地段」或其任何部分的建設或重建、在「該地段」進行的任何活動或「承租人」在「該地段」進行的任何其他工程(不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾)而對「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。

23 「該租契」條款第5.3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。

24 「該租契」條款第5.4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建造、填土或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

25 「該租契」條款第5.5(a)至(d)條訂明：

(a) 如果任何土地存在或已經被削去、移走或後移或建造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」期間自費維持「該地段」、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使「署長」滿意。

(f) For the purpose of Clause No. 4.22 of the Lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.

22 Clause No. 5.2 of the Lease stipulates that:

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

23 Clause No. 5.3 of the Lease stipulates that:

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

24 Clause No. 5.4 of the Lease stipulates that:

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

25 Clause No. 5.5(a) to (d) of the Lease stipulates that:

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the

- (b) 「該租契」條款第5.5條(a)款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5.4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」須自費進行修復及彌補，使「署長」滿意，並對上述塌方、山泥傾瀉或地陷造成政府、他的代理人及承建商承受、遭受或產生的一切費用、收費、損害賠償、要求及追討作出彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養「該地段」、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求、並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

26 「該租契」條款第5.6條訂明：

未經「署長」的事先書面批准，不得在「該地段」使用碎石設備。

27 「該租契」條款第5.7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。

28 「該租契」條款第5.8(a)至(b)條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業(下稱「政府的物業」)，「承租人」須自費清理該等「廢料」並為對

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 Lot, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (b) Nothing in sub-clause (a) of Clause No. 5.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 5.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the Lot, 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.

26 Clause No. 5.6 of the Lease stipulates that:

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

27 Clause No. 5.7 of the Lease stipulates that:

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

「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產生的一切訴訟、索償及要求對政府作出彌償。

- (b) 儘管「該租契」條款第5.8條(a)款有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理「廢料」並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

29 「該租契」條款第5.9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」或其中部分的任何政府或其他的現有排水渠、水道或渠道、總水喉、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」或其中部分或任何「服務設施」所造成的任何損壞、干擾或阻塞，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的費用)。如果「承租人」未能對「該地段」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

30 「該租契」條款第5.10(a)至(b)條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨

28 Clause No. 5.8(a) to (b) of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of Clause No. 5.8 of the Lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

29 Clause No. 5.9 of the Lease stipulates that:

The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot 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 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 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.

或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。

- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠（如已建成及已啟用）的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

31 「該租契」條款第6.3(a)至(c)條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，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上述人士正式授權的人士均獲保留權利隨時出入、來回及經過「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6.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第6.3條(b)款所賦

30 Clause No. 5.10(a) to (b) of the Lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify 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.

31 Clause No. 6.3(a) to (c) of the Lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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

予的權利而導致或引起或附帶引起所蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第6.3條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

32 「該租契」條款第6.5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」的任何毗連或相鄰住宅單位。至於何謂使一個住宅單位內部連結及可通往任何毗連或相鄰住宅單位的工程，「署長」的決定為最終決定，並對「承租人」具約束力。

(including water mains) referred to in sub-clause (a) of Clause No. 6.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under sub-clause (b) of Clause No.6.3 of the Lease and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 6.3 of the Lease, all to be done to the satisfaction of the Director.

32 Clause No. 6.5 of the Lease stipulates that:

Except with the prior written consent of the Director, the Lessee shall not carry out or permit or suffer to be carried out any works in connection with any 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 residential flat erected or to be erected on the Lot. The decision of the Director as to what constitutes works resulting in a residential flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Lessee.

註：

請查閱「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」的全文可於房委會客務中心開放時間內免費查閱。

「該租契」附圖的副本摘錄於第60頁供參考。

Note :

For full details of the above provisions and other provisions in the Lease, please refer to the Lease. Full script of the Lease is available for inspection free of charge during opening hours at the HA Customer Service Centre.

A copy of the plan annexed to the Lease is extracted on page 60 for reference.

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. 「粉紅色間黑斜線範圍」

(i) 「該租契」的有關條文

「該租契」條款第2.2條訂明：

「承租人」須被視作於由地政總署署長(下稱「署長」)行使其絕對酌情權向「承租人」發出的信件中指明的日期被賦予並取得「該地段」的一部分的管有權(該部分在「該租契」的附圖上以粉紅色間黑斜線顯示(下稱「粉紅色間黑斜線範圍」)。信件中所指明的日期於任何情況下不應遲於2019年9月2日。

「該租契」條款第2.3條訂明：

在「粉紅色間黑斜線範圍」的管有權根據「該租契」條款第2.2條由政府賦予「承租人」之前，政府絕對有權管有、佔用、使用及享用「粉紅色間黑斜線範圍」，而且政府或政府授權的任何人士可以在「粉紅色間黑斜線範圍」進行任何工程。

「該租契」條款第2.4條訂明：

就根據「該租契」條款第2.2及2.3條規定延遲賦予「粉紅色間黑斜線範圍」的管有權而直接或間接引致或有關的對「承租人」或任何人造成的或蒙受的任何損失、損害、滋擾或干擾等，政府毋須負上任何責任，「承租人」亦不得就該等損失、損害、滋擾或干擾向政府提出索償、申請退回地價款項或其他任何申索。

「該租契」條款第2.5條訂明：

「承租人」確認於「該租契」的日期，「該地段」內存在一個由政府經營、維持、維修及使用的五人足球場及其內的結構、設施及裝置，其所有部分位於「粉紅色間黑斜線範圍」之內(此五人足球場及其內的結構、設施及裝置以下統稱「現有發祥街西遊樂場」)。

「該租契」條款第2.6條訂明：

除非事先獲得康樂及文化事務署署長的書面同意，在政府根據「該租契」條款第2.2條賦予「承租人」「粉紅色間黑斜線範圍」的管有權之

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

1. PINK HATCHED BLACK AREA

(i) Relevant Provisions of the Land Grant

Clause No. 2.2 of the Lease (as defined in the Summary of Land Grant) stipulates that:

Possession of a portion of the Lot shown coloured pink hatched black on the plan annexed to the Lease (that portion of the Lot is hereinafter referred to as “the Pink Hatched Black Area”) shall be deemed to be given to and taken by the Lessee on a date as specified in a letter to be issued by the Director of Lands (hereinafter referred to as “the Director”) to the Lessee at his absolute discretion, which date in any event shall not be later than the 2nd day of September 2019.

Clause No. 2.3 of the Lease stipulates that:

The Government is absolutely entitled to the possession, occupation, use and enjoyment of the Pink Hatched Black Area and to carry out any works in the Pink Hatched Black Area by itself or by any persons authorized by the Government before possession of the Pink Hatched Black Area is given by the Government to the Lessee pursuant to Clause No. 2.2 of the Lease.

Clause No. 2.4 of the Lease stipulates that:

The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person arising whether directly or indirectly out of or in connection with the provisions of Clauses Nos. 2.2 and 2.3 of the Lease pursuant to which the giving of the possession of the Pink Hatched Black Area shall be deferred, and no claim for compensation, refund of premium or otherwise whatsoever shall be made against the Government by the Lessee in respect of such loss, damage, nuisance or disturbance.

Clause No. 2.5 of the Lease stipulates that:

The Lessee acknowledges that as at the date of the Lease, there are existing within the Lot a 5-a-side soccer pitch together with structures, facilities and installations therein being operated, maintained, repaired and used by the Government and all located within the Pink Hatched Black Area (which 5-a-side soccer pitch, structures, facilities and installations are hereinafter collectively referred to as “the Existing Fat Tseung Street West Playground”).

Clause No. 2.6 of the Lease stipulates that:

Except with the prior written consent of the Director of Leisure and Cultural Services, the Lessee shall not, before the possession of the Pink Hatched Black Area is given to the Lessee as provided in Clause No. 2.2 of the Lease, do anything or carry out any works or permit or suffer anything

前，「承租人」不可進行或允許或容許他人於「該地段」進行任何有機會騷擾或干擾政府經營、維持、維修及使用「現有發祥街西遊樂場」及其存在的行為或工程。

「該租契」條款第2.7條訂明：

受限於政府經營、維持、維修及使用「現有發祥街西遊樂場」及其存在，「承租人」須被視作信納及接受「該地段」（除「粉紅色間黑斜線範圍」外）於「該租契」的日期的狀況及狀態；「承租人」並須被視作信納及接受「粉紅色間黑斜線範圍」於「署長」根據「該租契」條款第2.2條發出的信件中指明的日期的狀況及狀態。「承租人」不可就或因此等狀況及狀態提出或作出任何反對或申索。

「該租契」條款第2.8(a)至(b)條訂明：

政府不就以下項目作出明示或隱含的保證：

- (a) 「現有發祥街西遊樂場」的實際情況、狀態或安全性；及
- (b) 「現有發祥街西遊樂場」或其任何部分是否按照《建築物條例》及其下的規例及任何修訂法例的規定而豎立或安裝或繼續存在。

「該租契」條款第2.9條訂明：

「承租人」（就本2.9條而言不包括「承租人」的受讓人）根據「該租契」條款第2.2條視作已被賦予及取得「粉紅色間黑斜線範圍」的管有權後，可以拆卸及移除「現有發祥街西遊樂場」。如果拆卸及移除「現有發祥街西遊樂場」，「承租人」須負責該拆卸及移除的費用。

「該租契」條款第2.10條訂明：

因「現有發祥街西遊樂場」的存在、經營、維持、維修、使用或其後的拆卸及移除或其他原因而對「承租人」造成的或蒙受的任何損失、損害、滋擾或干擾，政府、「署長」及其人員、其承包商、其代理人及任何獲「署長」授權的人士概不負責，「承租人」亦不得就該等損失、損害、滋擾或干擾向上述人士提出任何索償。

to be done or any works to be carried out within the Lot which may disturb or interfere with the presence, operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground by the Government.

Clause No. 2.7 of the Lease stipulates that:

The Lessee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot (other than the Pink Hatched Black Area) existing as at the date of the Lease subject to the presence, operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground and the Lessee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Pink Hatched Black Area existing as at the date as specified in the letter to be issued by the Director under Clause No. 2.2 of the Lease, and no objection or claim whatsoever shall be made or raised by the Lessee in respect of or on account of the same.

Clause No. 2.8(a) and (b) of the Lease stipulates that:

The Government gives no warranty, express or implied, as to:

- (a) the physical condition, state or safety of the Existing Fat Tseung Street West Playground; and
- (b) whether the Existing Fat Tseung Street West Playground or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Clause No. 2.9 of the Lease stipulates that:

The Lessee (which expression for the purpose of this Clause 2.9 shall not include the Lessee's assigns) may demolish and remove the Existing Fat Tseung Street West Playground after possession of the Pink Hatched Black Area is deemed to be given to and taken by the Lessee pursuant to Clause No. 2.2 of the Lease. In the event of the demolition and removal of the Existing Fat Tseung Street West Playground, the Lessee shall be responsible at his own expense for such demolition and removal.

Clause No. 2.10 of the Lease stipulates that:

The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee by reason of the presence, operation, maintenance, repair, use or subsequent demolition and removal of the Existing Fat Tseung Street West Playground, or otherwise, and no claim whatsoever shall be made by the Lessee against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

「該租契」條款第2.11(a)至(b) 條訂明：

「承租人」（就「該租契」條款第2.11條而言不包括「承租人」的受讓人）須就以下項目直接或間接引致或有關的一切責任、損失、損害賠償、索償、開支、費用、收費、要求、法律行動及訴訟對政府作出彌償，並使政府持續得到彌償：

- (a) 任何對「現有發祥街西遊樂場」的損害，及在「粉紅色間黑斜線範圍」的管有權視作已賦予「承租人」及被「承租人」取得前，因為「承租人」、其代理人或承包商作出或遺漏的任何行為而引致的對「現有發祥街西遊樂場」的經營、維持、維修及使用的騷擾或干擾；
- (b) 「承租人」其後拆卸及移除「現有發祥街西遊樂場」。

(ii) 公契的有關條文

不適用

2. 排水渠及渠道

(i) 「該租契」的有關條文

「該租契」條款第5.10(a)至(b) 條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 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

Clause No. 2.11(a) and (b) of the Lease stipulates that:

The Lessee (which expression for the purpose of Clause No. 2.11 of the Lease shall not include the Lessee's assigns) shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with:

- (a) any damage to the Existing Fat Tseung Street West Playground and any disturbance or interference with the operation, maintenance, repair and use of the Existing Fat Tseung Street West Playground as a result of anything done or omitted to be done by the Lessee, its agents or contractors before possession of the Pink Hatched Black Area is deemed to be given to and taken by the Lessee; and
- (b) the subsequent demolition and removal of the Existing Fat Tseung Street West Playground as may be carried out by the Lessee.

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

Not applicable

2. DRAINS AND CHANNELS

(i) Relevant Provisions of the Land Grant

Clause No. 5.10(a) to (b) of the Lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify 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

養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(i)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當：
 - (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、總水管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。
 - (2) 不論位於「該地段」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令「署長」滿意的排水渠和渠道。
- ii. 根據「公契」第四節第18條第(ax)項，「經理人」具有權力、職能與責任以令「署長」滿意的方式保養排水渠及渠道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最接近的水道、集水井、渠道或政府雨水渠。
- iii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能與責任以令「署長」滿意的方式建造及保養「該租契」條款第5.10(a)條所指的排水渠及渠道。
- iv. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能與責任以令「署長」滿意的方式維持、保養及維修「該租契」條款第6.3條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。
- v. 根據「公契」第七節第51(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物（專為「住宅大廈」而設者除外），以及位於「該地段」內或

on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

- i. Pursuant to Clause 18(i)(1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
 - (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.
 - (2) the drains and channels whether within the boundaries of the Lot or the land adjacent thereto or on Government land which the Owners are required by the Lease to construct and maintain to the satisfaction of the Director.
- ii. Pursuant to Clause 18(ax) 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 Lot to the satisfaction of the Director.
- iii. Pursuant to Clause 18(ay) 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 5.10(a) of the Lease to the satisfaction of the Director.
- iv. Pursuant to Clause 18(az) 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 6.3 of the Lease to the satisfaction of the Director.
- v. 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

外專為「該地段」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。

- vi. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vii. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，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。
- viii. 根據「公契」第四附錄第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。

Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the Lease.

- vi. 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.
- vii. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC 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.
- viii. Pursuant to Clause 19 of the Fourth Schedule to the DMC, Each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

3. 公用事業設施或其他服務

(i) 「該租契」的有關條文

「該租契」條款第6.3(a)至(c)條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時出入、來回及經過「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6.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第6.3條(b)款所賦予的權利而導致或引起或附帶引起所蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第6.3條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

(ii) 「公契」的有關條文

請參閱上文第A2(ii)i、A2(ii)ii、A2(ii)iii、A2(ii)iv、A2(ii)v、A2(ii)vi及A2(ii)vii段。

3. UTILITY OR OTHER SERVICES

(i) Relevant Provisions of the Land Grant

Clause No. 6.3(a) to (c) of the Lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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 sub-clause (a) of Clause No. 6.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under sub-clause (b) of Clause No. 6.3 of the Lease and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 6.3 of the Lease, all to be done to the satisfaction of the Director.

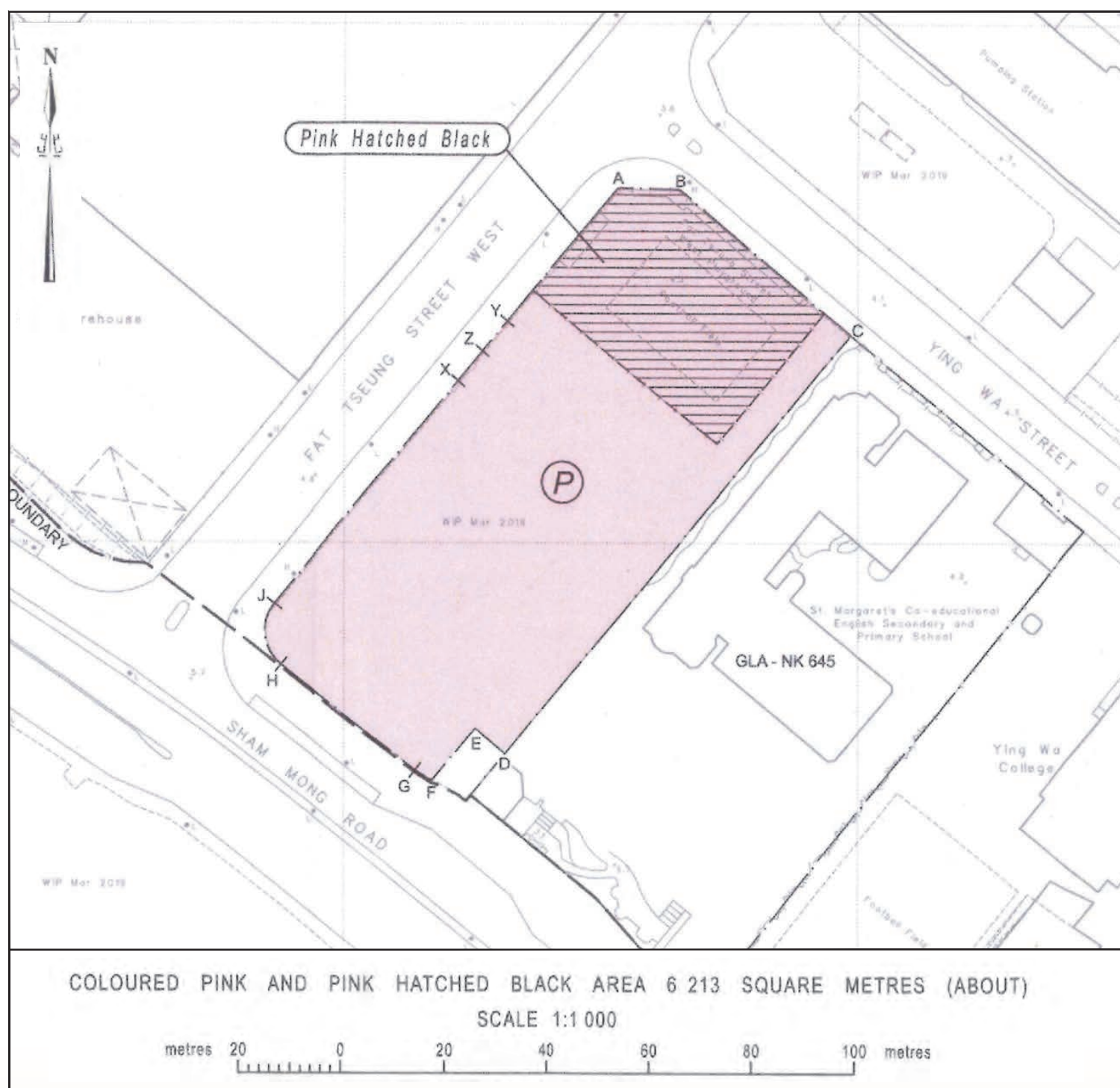
(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraphs A2(ii)i, A2(ii)ii, A2(ii)iii, A2(ii)iv, A2(ii)v, A2(ii)vi and A2(ii)vii above.

- B** 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

凱德苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the Lease of Hoi Tak Court



圖例 NOTATION

 粉紅色間黑斜線
Pink Hatched Black

18 對買方的警告

Warning to Purchasers

香港房屋委員會(下稱「房委會」)所委聘的律師，只代表房委會，並不能保障買方的權益。各買方宜另行委託其所選擇的律師行，就其向房委會購買居者有其屋計劃單位事宜，提供意見及作為其代表。

注意事項：

- 1 倘買方另行委託其所選擇的律師行，就購買單位事宜代表他們，有關的律師行即能夠在買樓交易的每個階段，向買方提供獨立意見。
- 2 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。
- 3 倘買方沒有另行委託其所選擇的律師行代表他們完成買樓交易，便會在房委會的律師處，簽立轉讓契據。房委會的律師只會向買方詮釋轉讓契據的內容，並見證其簽立轉讓契據，而不會在交易中擔任買方的代表律師，亦不會就買賣協議或與交易有關的任何其他事宜，向買方提供意見。在該等情況下，房委會就交易支付的法律費用，須由買方(而非房委會)承擔。由於房委會的律師在交易中並非買方的律師，因此不能保障買方的權益。

The solicitors appointed by the Hong Kong Housing Authority (HA) are acting for the HA only and will not be able to protect the purchasers' interest. All purchasers are urged to instruct a separate firm of solicitors of their choice to advise them and act for them in relation to their purchase of a Home Ownership Scheme flat from the HA.

It should be noted that :

- 1 If the purchasers instruct a separate firm of solicitors of their choice to act for the purchasers in relation to their purchase, that firm of solicitors will be able to give independent advice to the purchasers at every stage of their purchase.
- 2 Although the purchasers will sign the agreement for sale and purchase (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.
- 3 If the purchasers do not instruct a separate firm of solicitors of their choice to act for them in their completion of the purchase, they will execute the assignment before the solicitors of the HA. The solicitors of the HA will only interpret the contents of the assignment to them and attest their execution, and will not act as the purchasers' solicitors in the transaction, and will not advise the purchasers on the ASP or any other matters in connection with the transaction. In such cases, the legal fees of the HA in the transaction shall be borne by the purchasers and not the HA. The solicitors of the HA, not being the purchasers' solicitors in the transaction, will not be able to protect the purchasers' interest.