

出售居者有其屋計劃單位
SALE OF HOME OWNERSHIP SCHEME FLATS 2019

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售樓說明書 SALES BROCHURE

01 一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

你在購置嘉順苑居者有其屋計劃（下稱「居屋」）單位之前，應留意下列事項：

1 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽香港房屋委員會（下稱「房委會」）作為賣方就出售嘉順苑單位所指定的互聯網網站（下稱「指定網站」）（www.housingauthority.gov.hk/hos/2019/KaShun）內的有關資訊，包括售樓說明書、價單及嘉順苑單位的成交紀錄冊。
- 嘉順苑的售樓說明書及有關價單，會在該項目的首個選購單位日期前向公眾發布。
- 在指定網站內載有嘉順苑單位成交資料的成交紀錄冊，以供查閱。

2 費用、按揭貸款和樓價

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

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Ka Shun Court:

1 Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE)(www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the Hong Kong Housing Authority (HA) as vendor for the sale of flats in Ka Shun Court (designated website)(www.housingauthority.gov.hk/hos/2019/KaShun), including the sales brochure, price list and the register of transactions of the flats in Ka Shun Court.
- Sales brochure and price list for Ka Shun Court will be made available to the general public before the first date of flat selection of the Development.
- Information on transactions of the flats in Ka Shun Court can be found on the register of transactions on the designated website.

2 Fees, mortgage loan and property price

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

3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。
- 留意價單所載列的支付條款。
- 綠表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣七萬七仟元正(HK\$77,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之五)，若上述本票金額不足選購單位樓價的百分之五，定金餘額須即時以個人支票方式繳付(不接受現金付款)。
- 白表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣十五萬五仟元正(HK\$155,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之十)，若上述本票金額不足選購單位樓價的百分之十，定金餘額須即時以個人支票方式繳付(不接受現金付款)。
- 如你擬選用名列於房委會公布名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。
 - 按揭貸款安排的資料包括可獲得的按揭貸款金額上限、最長還款年期、最高按揭利率，須繳付的行政費以及買方所需的其他按揭貸款安排的相關批准(如適用)。

4 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎／每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部尺寸。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買方收樓前如欲購置家具，應留意這點。

3 Price list, payment terms and mortgage loan arrangement

- The HA will offer to sell all the residential properties that are covered in a price list.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser must, at the time of signing the Agreement for Sale and Purchase (ASP) at the HOS Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$77,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 5% of the purchase price). If the amount of such cashier's order(s) is less than 5% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash will not be accepted).
- The White Form Purchaser must, at the time of signing the ASP at the HOS Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$155,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 10% of the purchase price). If the amount of such cashier's order(s) is less than 10% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash will not be accepted).
- If you intend to opt for any mortgage plans offered by banks or financial institutions on the approved list provided by the HA, before entering into an ASP, you must study the details of various mortgage loan arrangement as set out in the price list and other sales documents concerned. If you have any questions about mortgage loan plans, you should check with the banks or financial institutions concerned direct before entering into an ASP.
 - The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, mortgage interest rate, the payment of administrative fees and necessary approvals for other mortgage arrangement required by the purchaser (if applicable).

4 Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/ metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.

- 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項：
 - (i) 每個住宅物業的外部尺寸；
 - (ii) 每個住宅物業的內部尺寸；
 - (iii) 每個住宅物業的內部間隔的厚度；
 - (iv) 每個住宅物業內個別分隔室的外部尺寸。
- 根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
 - 室內和外部的裝置、裝修物料和設備；
 - 管理費按甚麼基準分擔；
 - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
 - 小業主是否須要負責維修斜坡。

- According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following:
 - (i) the external dimensions of each residential property;
 - (ii) the internal dimensions of each residential property;
 - (iii) the thickness of the internal partitions of each residential property;
 - (iv) the external dimensions of individual compartments in each residential property.
- According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5 Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure:
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualise the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
 - interior and exterior fittings and finishes and appliances;
 - the basis on which management fees are shared;
 - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
 - whether individual owners have responsibility to maintain slopes.

6 政府批地文件和公契

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

7 售樓處內有關可供揀選住宅物業的資料

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

8 成交紀錄冊

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

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

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

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

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

8 Register of transactions

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

9 買賣協議

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在買賣協議上列明。
- 留意夾附於買賣協議的圖則。該圖則會顯示所有賣方售予你的物業面積，而該面積通常較該物業的實用面積為大。
- 於居屋銷售小組簽署買賣協議時，你須向房委會繳付不少於樓價的5%（適用於綠表申請人）或不少於樓價的10%（適用於白表申請人）作為定金（請參閱第一頁的第三項有關價單、支付條款及按揭貸款安排）。
- 倘買方要求撤銷買賣協議，且獲房委會同意，則房委會有權保留樓價的5%，作為撤銷買賣協議買方應付的代價。此外，買方須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用（如有印花稅，此項亦包括在內）。

10 委聘律師

- 你應在參與選購單位前，自行聘請你屬意的律師行，代表你處理買樓交易。請注意，房委會的律師只代表房委會，並不能保障你的權益。如你另行聘請律師行，該律師行便能夠在買樓交易的每個階段為你提供獨立意見及就買樓交易有關的風險、權利及任何其他事宜提供意見。你須注意你會在房委會職員面前簽署買賣協議，有關職員只會向你詮釋買賣協議內容及見證你簽署買賣協議。如你沒有另行委託律師代表你完成買樓交易，房委會的律師只會向你詮釋轉讓契據的內容及見證你簽署轉讓契據，並不會在交易過程中代表你。你需明白房委會的職員及房委會律師並不會就有關買賣協議或任何有關事宜，向你提供法律意見（請參閱第43頁的對買方的警告）。
- 比較不同律師的收費。

9 Agreement for sale and purchase

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- At the time of signing the ASP at the HOS Sales Unit, a deposit of not less than 5% of the purchase price (for Green Form applicants) or not less than 10% of the purchase price (for White Form applicants) is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).
- If you request for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain an amount of 5% of the purchase price as consideration for cancelling the ASP; and in addition you shall pay or reimburse the HA for all legal costs, charges, disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.

10 Appointment of solicitor

- Before attending flat selection, you are urged to engage a separate firm of solicitors of your choice to act for you in relation to the transaction. Please note that the solicitors appointed by the HA are acting for the HA only and will not be able to protect your interest. If you instruct a separate firm of solicitors, that firm of solicitors will be able to give independent advice to you at every stage of the purchase and advise you on your risks and rights and any other matters in connection with your purchase. It should be noted that the ASP shall be signed by you before the staff of the HA who will only interpret the contents of the ASP to you and attest your signing of the ASP. If you do not instruct a separate firm of solicitors to act for you in the completion of the purchase, the solicitors of the HA will only interpret the contents of the assignment to you and attest your execution and will not act for you in the transaction. It is important to note that the staff and the solicitors of the HA will not give any legal advice to you on the ASP or any other matters in connection with the transaction (please refer to Warning to Purchasers on page 43).
- Compare the charges of different solicitors.

適用於一手未落成住宅物業

11 預計關鍵日期及收樓日期

- 查閱售樓說明書中嘉順苑的預計關鍵日期。
 - 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
 - 售樓說明書中嘉順苑的預計關鍵日期並不同買方的「收樓日期」。
- 嘉順苑的收樓日期：
 - 房委會須於嘉順苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
 - 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。
 - 有關物業的買賣須於房委會發出上述通知的日期的14日內完成。有關物業的買賣完成後，房委會將安排買方收樓事宜。
- 委任建築師可批予在預計關鍵日期之後完成嘉順苑。
 - 房委會有權獲得委任建築師在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他房委會所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 委任建築師可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 房委會須於委任建築師批予延期後的14日內，向買方提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向房委會查詢。

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Ka Shun Court in the sales brochure.
 - “Material date” means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of “material date”, please refer to section 2 of the Ordinance.
 - The estimated material date for Ka Shun Court in the sales brochure is not the same as the date on which a residential property is handed over to purchaser.
- Handing over date for Ka Shun Court:
 - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ka Shun Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
 - The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).
 - The sale and purchase shall be completed within 14 days after the date of the notification aforesaid. Upon completion of the sale and purchase, the HA shall arrange handover of the property to the purchaser.
- Appointed Architect may grant extension(s) of time for completion of the Ka Shun Court beyond the estimated material date.
 - The HA is entitled to an extension of time for completion of the development beyond the estimated material date as granted by the Appointed Architect having regard to delays caused exclusively by any one or more of the following reasons:
 - strike or lock-out of workmen;
 - riots or civil commotion;
 - force majeure or Act of God;
 - fire or other accident beyond the HA's control;
 - war; or
 - inclement weather.
 - The Appointed Architect may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The HA shall within 14 days after the issue of an extension of time granted by the Appointed Architect, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the HA if there are any questions on handing over date.

適用於一手已落成住宅物業

12 賣方資料表格

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

13 買方須注意的其他事項

- 房委會不會接納所有在2007年及以後出售的居屋單位的回購申請。
- 居屋單位的使用、佔用及業權轉讓或出租限制是受制於《房屋條例》（第283章）及由房委會及房屋署所訂定的有關規定/要求。

其他相關聯絡資料：

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

For first-hand completed residential properties

12 Vendor's information form

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

13 Other points to note

- The HA will decline all buyback offers for HOS flats sold from 2007 onwards.
- The use, occupation and alienation of HOS flats are subject to the Housing Ordinance (Cap. 283) and other relevant rules/requirements set by the HA and the Housing Department.

Other useful contacts:

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

02 發展項目的資料

Information on the Development

發展項目名稱	Name of the Development
嘉順苑	Ka Shun Court
街道名稱及門牌號數 顯田街11號	Name of street and street number 11 Hin Tin Street
樓層總數 34層(包括地下及天台)	Total number of storeys 34 storeys (including ground floor and roof)
樓層號數 地下、閣樓、1樓至31樓及天台	Floor numbering G/F, M/F, 1/F to 31/F and roof
被略去的樓層號數 不適用	Omitted floor numbers Not applicable
庇護層 置於天台	Refuge floor Located on the main roof

03 賣方及有參與發展項目的其他人的資料

Information on Vendor and Others Involved in the Development

賣方	Vendor
香港房屋委員會	Hong Kong Housing Authority
委任建築師	Appointed architect
房屋署總建築師（四）	Chief Architect (4), Housing Department
承建商	Building contractor
保華建築營造有限公司	Paul Y. General Contractors Limited
代表賣方的律師事務所	Firm of solicitors acting for the vendor
胡百全律師事務所	P. C. Woo & Co.
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	Authorised institution that has made a loan, or has undertaken to provide finance, for the construction of the Development
不適用	Not applicable
已為發展項目的建造提供貸款的任何其他人	Any other person who has made a loan for the construction of the Development
不適用	Not applicable



04 有參與發展項目的各方的關係

Relationship between Parties Involved in the Development

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

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

05 發展項目的設計的資料

Information on Design of the Development

發展項目有構成圍封牆的一部分的非結構的預製外牆。

非結構的預製外牆的厚度範圍：

150毫米－245毫米

每個住宅物業的非結構的預製外牆的總面積：

樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積（平方米） Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
1樓－31樓 1/F－31/F	1, 2, 3, 4, 6, 7, 8	1.463
	5	1.155

構成圍封牆的一部分的幕牆：

不適用

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

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

150mm－245mm

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

Curtain walls forming part of the enclosing walls:

Not applicable

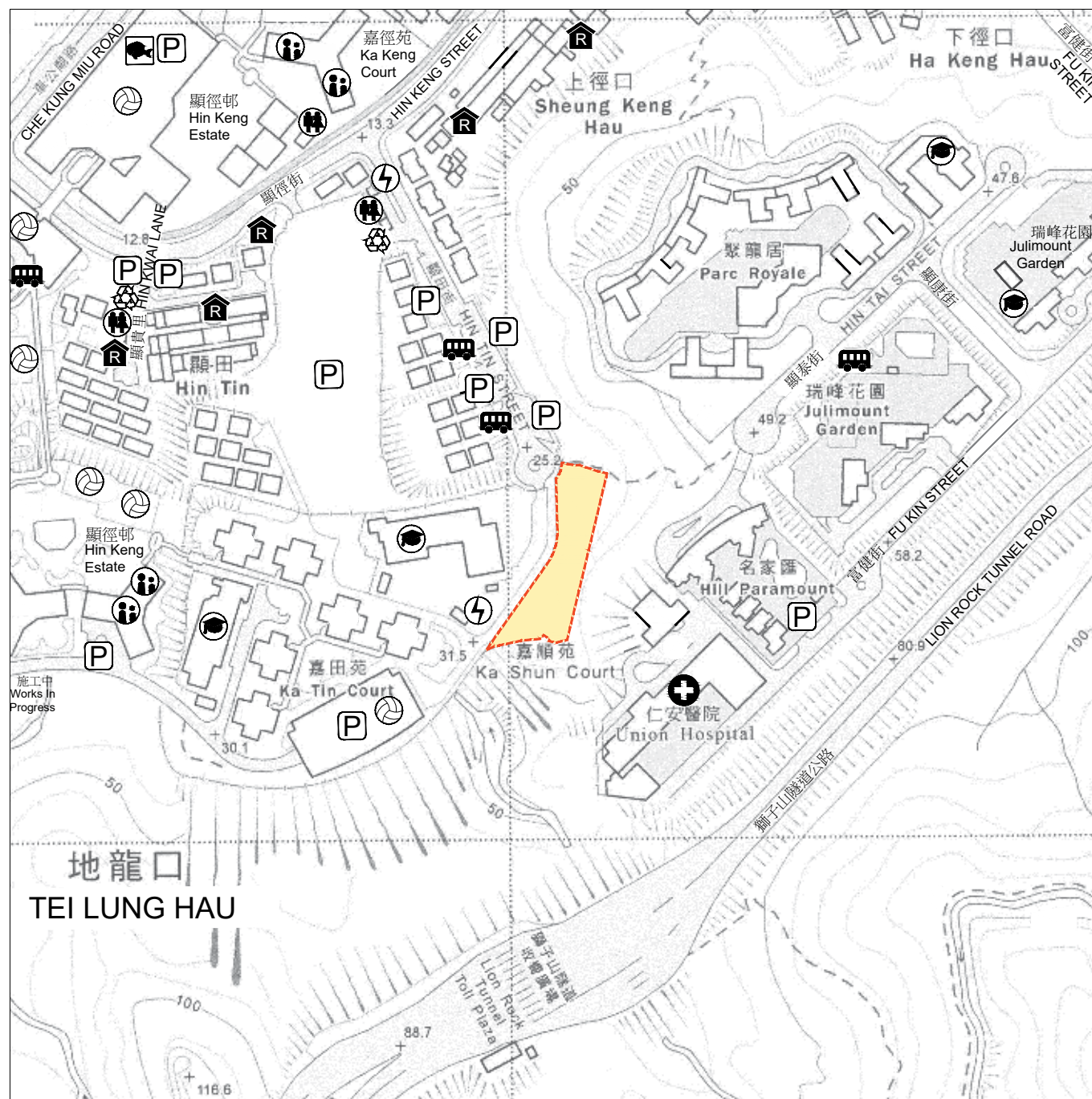
06 物業管理的資料

Information on Property Management

根據已簽立的公契獲委任的該發展項目的管理人	The Manager of the Development appointed under the Deed of Mutual Covenant that has been executed
香港房屋委員會	Hong Kong Housing Authority

07 發展項目的所在位置圖

Location Plan of the Development



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



嘉順苑
Ka Shun Court

圖例 NOTATION

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

此位置圖參考日期為2019年5月20日之測繪圖 (編號為7-SW-D) 製作，有需要處經修正處理。地圖版權屬香港特區政府，經地政總署准許複印，版權特許編號107/2019。

The Location Plan is prepared with reference to Survey Sheet No. 7-SW-D dated 20 May 2019, with adjustments where necessary. The map reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. Licence No.107/2019.

註：

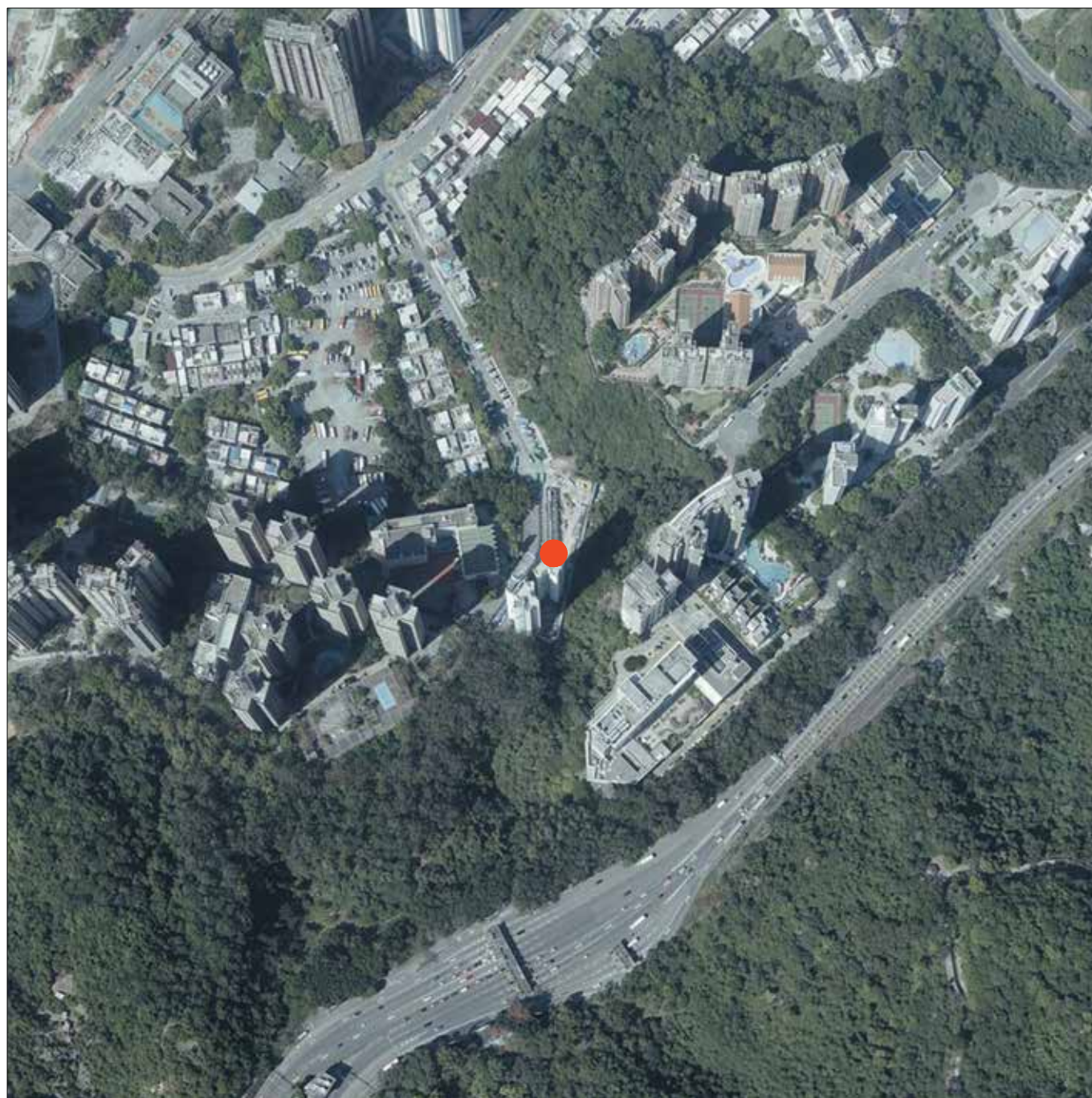
- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 由於該發展項目的邊界不規則的技術原因，此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

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

08 發展項目的鳥瞰照片

Aerial Photograph of the Development



● 嘉順苑
Ka Shun Court

摘錄自地政總署測繪處於2018年3月10日在6,000呎飛行高度拍攝之鳥瞰照片，照片編號為E033918C。
香港特區政府地政總署測繪處 © 版權所有 未經許可 不得複製

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,000 feet, photo no. E033918C, dated 10 March 2018.

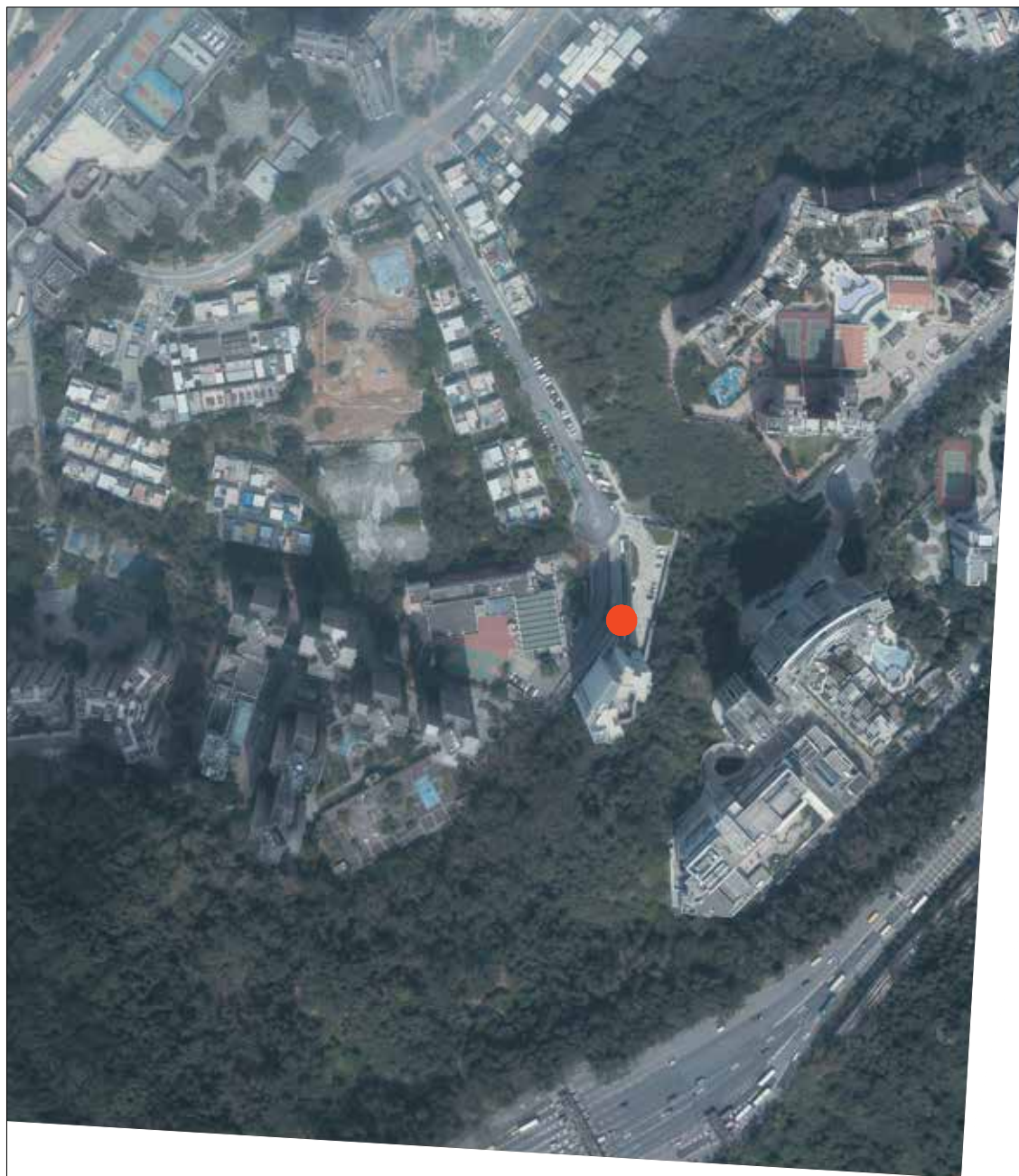
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註：

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

Notes :

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.



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



● 嘉順苑
Ka Shun Court

摘錄自地政總署測繪處於2019年3月12日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E056979C。
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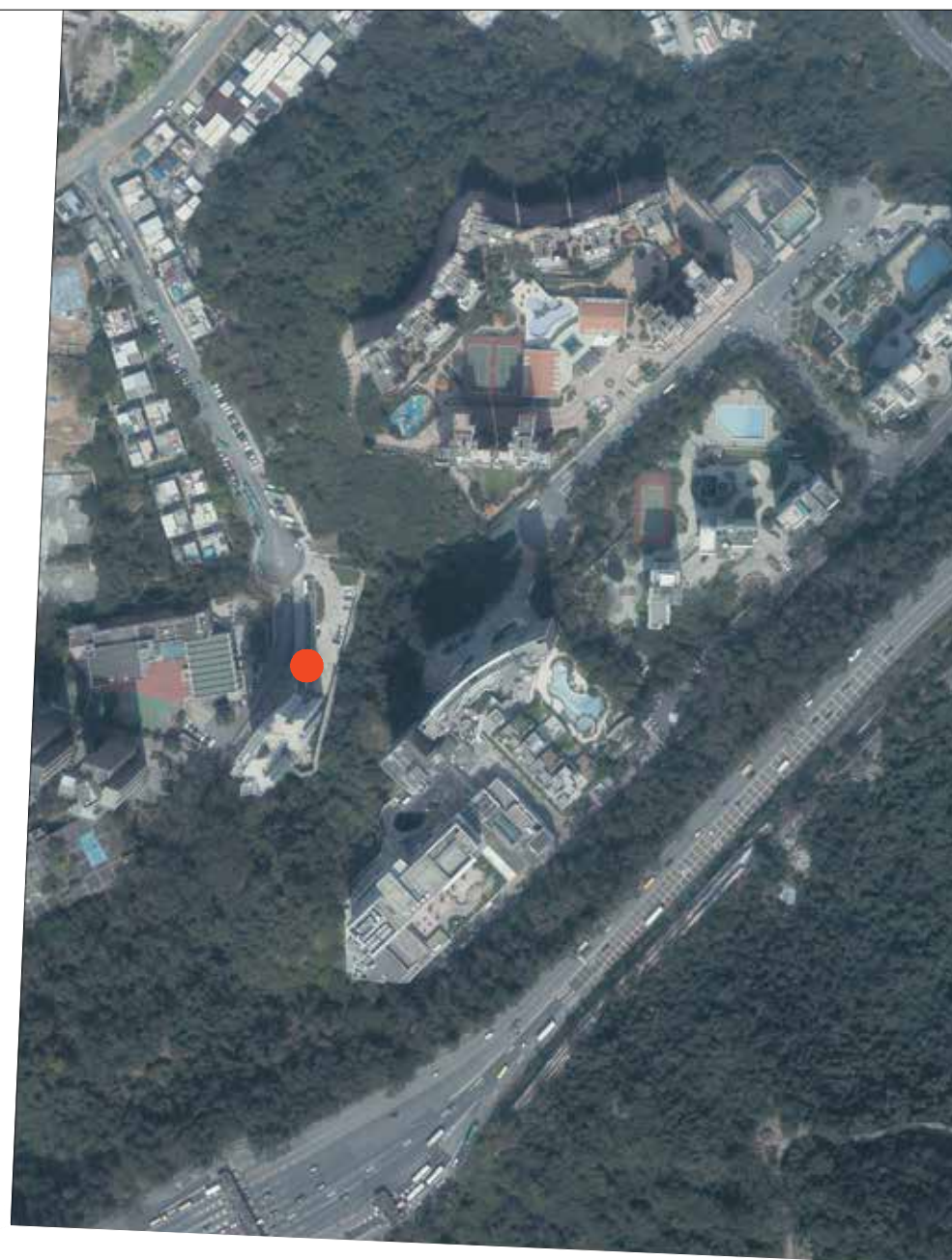
註：

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

Notes :

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

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



● 嘉順苑
Ka Shun Court

摘錄自地政總署測繪處於2019年3月12日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E056981C。
香港特區政府地政總署測繪處 © 版權所有 未經許可 不得複製

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E056981C, dated 12 March 2019.

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註：

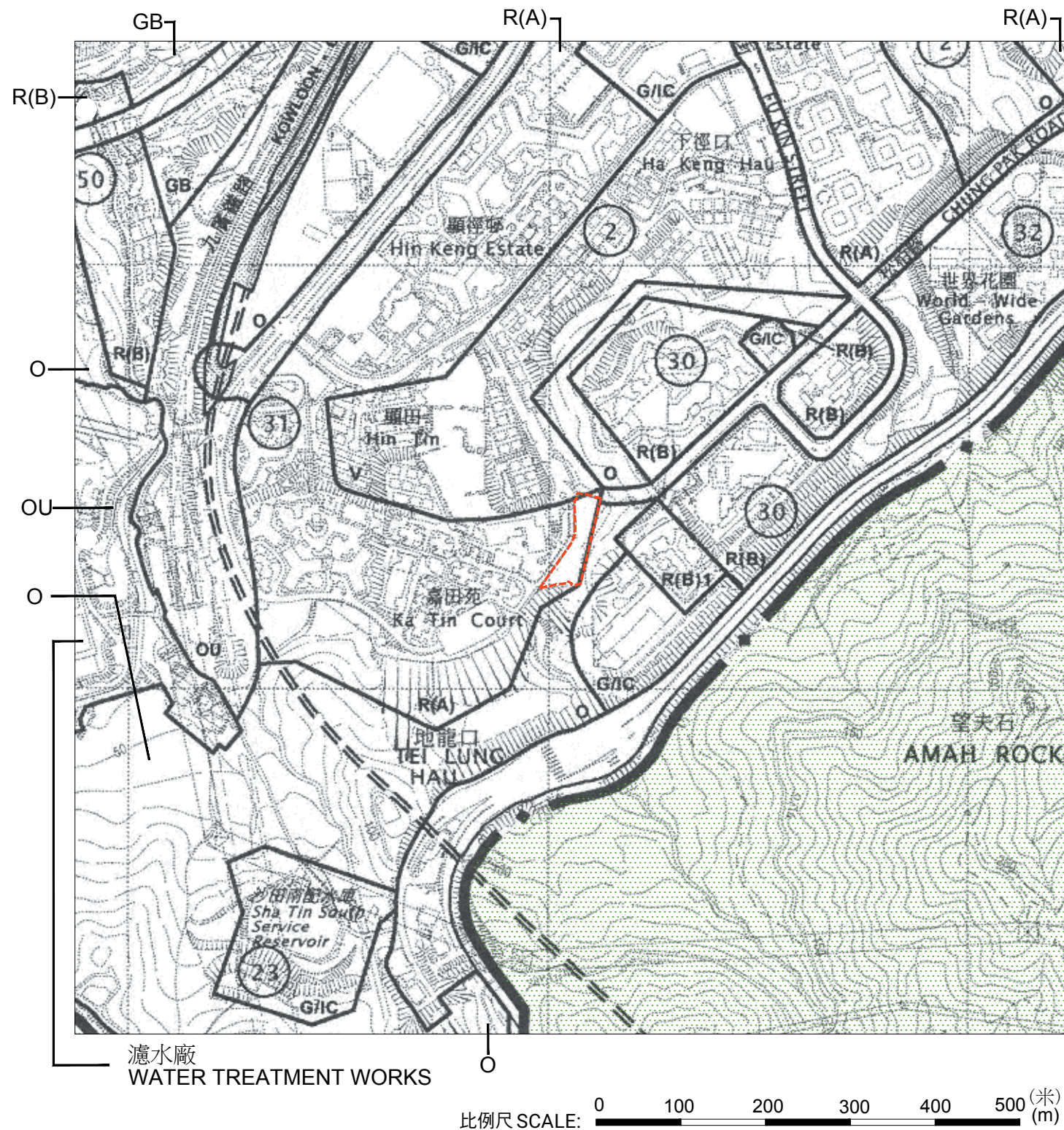
1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes :

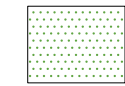
1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

09 關乎發展項目的分區計劃大綱圖

Outline Zoning Plan Relating to the Development



嘉順苑
Ka Shun Court



沒有納入任何分區計劃大綱圖或發展審批地區圖的土地範圍
Area not covered under any Outline Zoning Plan or Development Permission Area Plan

圖例 NOTATION

地帶 ZONES					
C	商業	Commercial	V	鄉村式發展	Village Type Development
CDA	綜合發展區	Comprehensive Development Area	I	工業	Industrial
C/R	商業/住宅	Commercial / Residential	G/I/C	政府、機構或社區	Government, Institution or Community
R(A)	住宅(甲類)	Residential (Group A)	O	休憩用地	Open Space
R(B)	住宅(乙類)	Residential (Group B)	OU	其他指定用途	Other Specified Uses
R(C)	住宅(丙類)	Residential (Group C)	GB	綠化地帶	Green Belt
交通 COMMUNICATIONS					
STATION	鐵路及車站(地下)	Railway and Station (Underground)	—+—	主要道路及路口	Major Road and Junction
STATION	鐵路及車站(高架)	Railway and Station (Elevated)	=====	高架道路	Elevated Road
其他 MISCELLANEOUS					
—+—	規劃範圍界線	Boundary of Planning Scheme	△160	最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (in Metres above Principal Datum)
①	規劃區編號	Planning Area Number	3	最高建築物高度 (樓層數目)	Maximum Building Height (in Number of Storeys)
-----	建築物高度管制 區界線	Building Height Control Zone Boundary	PFS	加油站	Petrol Filling Station

摘錄自2018年6月8日刊憲之沙田分區計劃大綱核准圖，圖則編號為 S/ST/34。

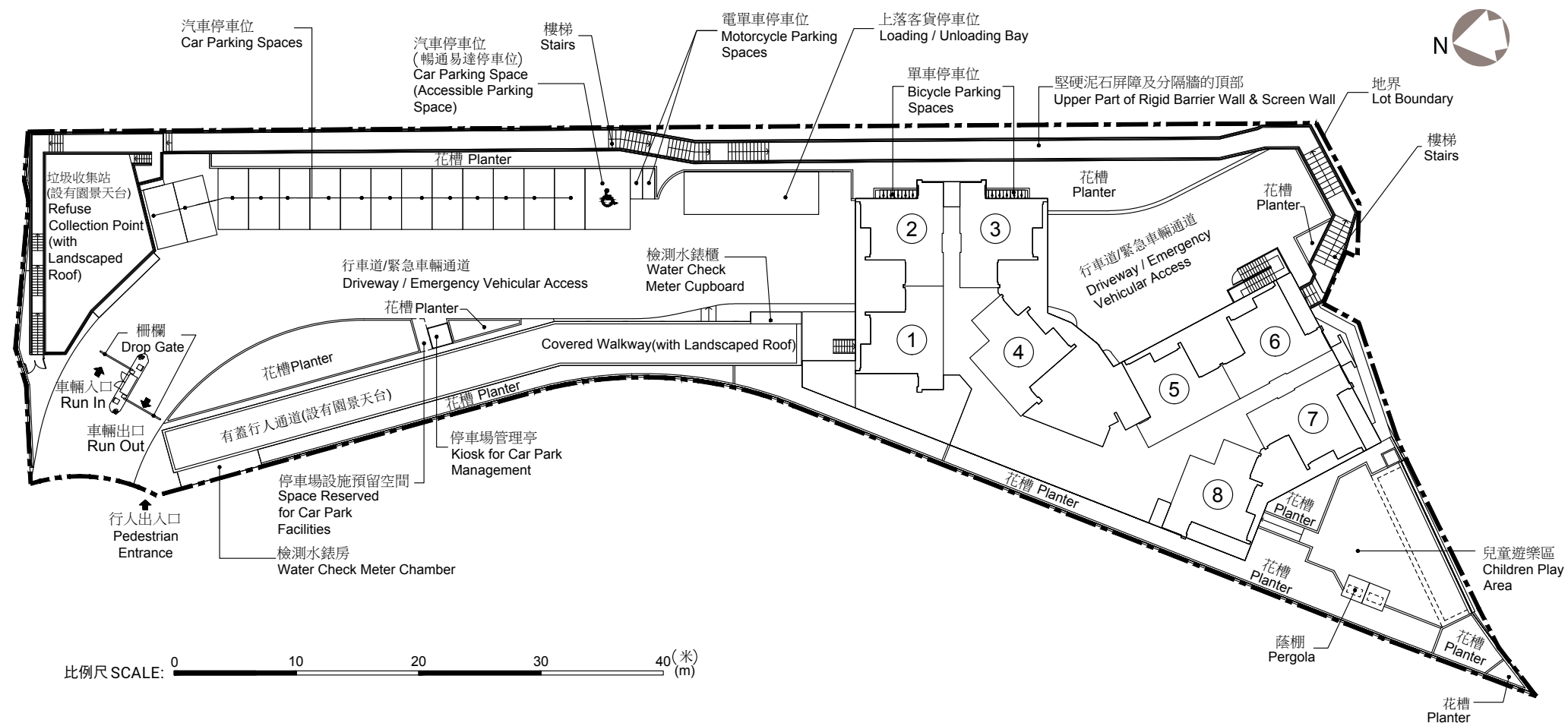
Adopted from part of the approved Sha Tin Outline Zoning Plan No. S/ST/34 gazetted on 8 June 2018.

註：

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

Notes:

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



圖例 NOTATION

---	地界	Lot Boundary
①	1樓-31樓 單位室號	Flat Number on 1/F-31/F

1樓平面圖 1/F Floor Plan



比例尺 SCALE: 0 5 (米)
(m)

圖例 NOTATION

BATH	浴室	Bathroom
ELECT METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living / Dining Room
PD	管槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
WMC	水錶櫃	Water Meter Cupboard
	簷篷 / 平台	Canopy / Flat Roof
	有蓋設備維修通道	Services Opening with Cover
	斜尖天面	Pitch Roof
	斜面天面	Sloping Roof

- 每個住宅物業的層與層之間的高度為2.75米。
 - 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。
 - 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）
- The floor-to-floor height of each residential property is 2.75m.
 - The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
 - 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.

2樓至31樓平面圖
2/F - 31/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
ELECT METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living / Dining Room
PD	管槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
WMC	水錶櫃	Water Meter Cupboard

1.

每個住宅物業的層與層之間的高度為2.75米(31樓除外)。
31樓每個住宅物業的層與層之間的高度為2.79米及2.925米。
2.

每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(31樓除外)。
31樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及335毫米。
3.

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於該發展項目)
1.

The floor-to-floor height of each residential property is 2.75m (except 31/F).
The floor-to-floor height of each residential property on 31/F is 2.79m and 2.925m.
2.

The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 31/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 31/F are 200mm and 335mm.
3.

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Not applicable to the Development)

- 註:
1.

平面圖所列之數字為以毫米標示之建築結構尺寸。
2.

繫樑只設於5、8、11、14、17、20、23、26及29樓。

- Notes:
1.

The dimensions on the floor plan are all structural dimensions in millimetre.
2.

Tie Beams at 5/F, 8/F, 11/F, 14/F, 17/F, 20/F, 23/F, 26/F & 29/F only.

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
1 樓 – 31 樓 1/F – 31/F	1	41.5 (447) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	2, 6	41.3 (445) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3, 4, 7, 8	41.7 (449) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	5	41.4 (446) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

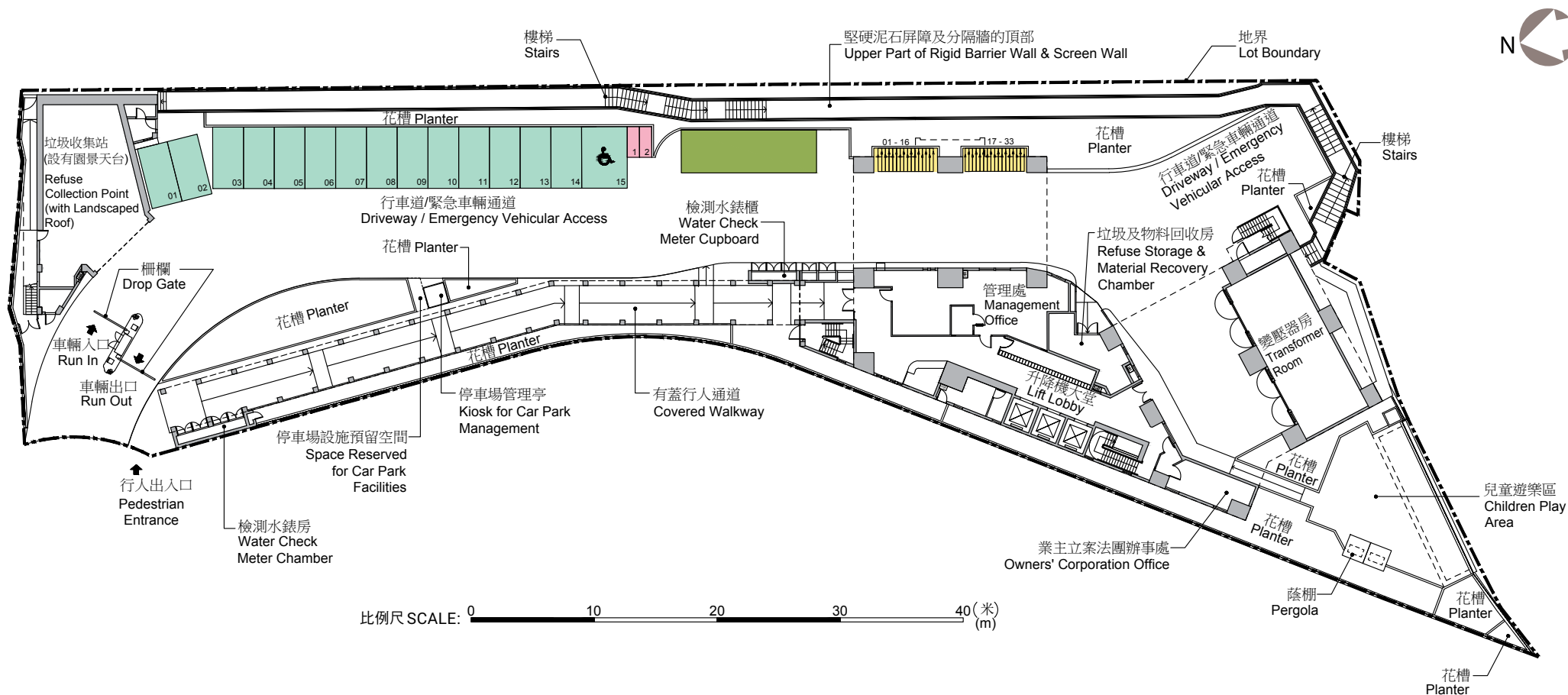
上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。
The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

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






13 發展項目中的停車位的樓面平面圖

Floor Plan of Parking Spaces in the Development

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



圖例 NOTATION

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W)(m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
 汽車停車位 Car Parking Spaces	14	5.0 X 2.5	12.50
 汽車停車位(暢通易達停車位) Car Parking Space (Accessible Parking Space)	1	5.0 X 3.7	18.50
 電單車停車位 Motorcycle Parking Spaces	2	2.5 X 1.0	2.50
 單車停車位 Bicycle Parking Spaces	33	1.9 X 0.3	0.57
 上落客貨停車位 Loading / Unloading Bay	1	11.0 X 3.5	38.50

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於園景天台、電錶房、垃圾收集站、潔淨服務承辦商房、檢測水錶房、行車道/緊急車輛通道、技工工作房、消防喉轆、管理處及其暢通易達洗手間、「業主立案法團」辦事處、「斜坡結構」、「屋苑」入口柵欄、外牆(附屬於「住宅大廈」(如有者)除外)、樓梯，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施，即現於「公契」所夾附圖則以綠色及橙色顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」和「屋苑」內由個別「業主」擁有專有權和特權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「**住宅大廈公用地方與設施**」指及包括但不限於「錶前煤氣喉」、有蓋行人通道上蓋、花槽、檢測水錶櫃、管槽、上落客貨停車位、單車停車位、兒童遊樂區、蔭棚、保安護衛員櫃位、升降機大堂、郵件分發室、垃圾及物料回收房、水錶櫃、

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to landscaped roof, electrical meter room, refuse collection point, cleansing contractor room, water check meter chamber, driveway/emergency vehicular access, artisan workshop, hose reels, management office and the accessible toilet therein, Owners' Corporation office, the Slope Structures, the drop gate at the entrance of the Estate, external walls (other than those pertaining to the Residential Block (if any)), staircases and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured green and orange (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority ("HA") in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities 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 Gas Pipe Before Meter, top of covered walkway, planters, water check meter cupboard, pipe ducts, loading/unloading bay, parking spaces for bicycles, children play area, pergola, guard counter, lift lobbies, mail room, refuse storage and material recovery chamber, water meter cupboards, electrical meter rooms, transformer room, roof of covered walkway, fresh water pump room, fresh water sump tank, flush water

電錶房、變壓器房、有蓋行人通道天面、食水泵房、食水地面缸、沖廁水泵房、沖廁水地面缸、消防泵房、電訊及廣播設備室、管道房、消防給水泵房、消防地面水缸、總電制房、電纜管道房、平台、電訊機房、垃圾及物料回收室、斜面天面、斜尖天面、繫樑、消防喉轆、消防栓、通風管道房、食水增壓泵房、緩衝水缸房、電纜管道、消防水缸、升降機機房、升降機井、升降機、樓梯、食水天台水缸、沖廁水天台水缸、消防水缸天面、應急發電機房、應急發電機房天面、水缸天面、附屬於「住宅大廈」的外牆(包括突出物如「住宅單位」外的空調機罩)、電纜裝置及附屬設施、「住宅大廈」內保安系統與器具和公共天線廣播分導系統，即現於「公契」所夾附圖則以棕色顯示(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，以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」及「住宅大廈」內由任何個別「業主」擁有專有權和特權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為任何個別「業主」提供服務的設施。

pump room, flush water sump tank, fire services pump room, telecommunications and broadcasting equipment room, duct room, fire services feed pump room, fire services water sump tank, main switch room, cable duct room, flat roofs, telecommunications rooms, refuse storage and material recovery rooms, sloping roof, pitch roofs, tie beams, hose reels, fire hydrants, vent duct room, fresh water booster pump room, buffer tank room, cable duct, fire services water tank, lift machine room, lift shafts, lifts, staircases, fresh water roof tanks, flush water roof tanks, roof of fire services water tank, emergency generator room, roof of emergency generator room, roof of water tanks, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, cable accommodations and associated facilities, security system and apparatus and communal aerial broadcast distribution system within the Residential Block, which for the purpose of identification only, are shown coloured brown (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Block Common Areas and Facilities by the HA in accordance the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities 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

單位 樓層 Flat Floor	1	2	3	4	5	6	7	8
1-31	71/17,828	71/17,828	71/17,828	71/17,828	71/17,828	71/17,828	71/17,828	71/17,828

C 發展項目的管理人的委任年期

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

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

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

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

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

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

單位 樓層 Flat Floor	1	2	3	4	5	6	7	8
1-31	71/17,818	71/17,818	71/17,818	71/17,818	71/17,818	71/17,818	71/17,818	71/17,818

E 計算管理費按金的基準

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

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

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

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

Not applicable

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

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

16 批地文件的摘要

Summary of Land Grant

位於沙田市地段第584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2015年10月22日。

1 該發展項目位於沙田市地段第584號（下稱「該土地」）。

2 「該土地」的批租年期為50年，由2015年10月22日起計。

3 「該租契」條款第3.13條訂明：

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

4 「該租契」條款第3.16條訂明：

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

5 「該租契」條款第3.17條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於794平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該土地」及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
 - (i) 在「該土地」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.17(a)條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。

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 Sha Tin Town Lot No. 584 ("the said lease") is dated the 22nd day of October 2015.

1 The Development is situated on Sha Tin Town Lot No. 584 ("the said land").

2 The said land is granted for a term of 50 years commencing from the 22nd day of October 2015.

3 Clause No. 3.13 of the said lease stipulates that:

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

4 Clause No. 3.16 of the said lease stipulates that:

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

5 Clause No. 3.17 of the said lease stipulates that:

- (a) The Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 794 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the said land and podium (if any) not built upon in compliance with the following requirements:
 - (i) Not less than 20% of the area of the said land shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.17(a) of the said lease and with landscaping works shall be taken into account in calculating the 20%.
 - (ii) Not less than 50% of the 20% referred to in Clause No. 3.17(b)(i) of the said lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that

- (ii) 「該租契」條款第3.17(b)(i)條所指百分之二十的面積中有不少於百分之五十(下稱「該可見或可前往的綠化地方」)須設置於地面水平或由「署長」全權酌情決定的位置或水平,以使行人可以看見或讓任何進入「該土地」的人可以前往「該可見或可前往的綠化地方」。
- (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。
- (c) 「署長」就以下各項作出的決定為最終決定,並對「承租人」具約束力:
 - (i) 在「承租人」建議的環境美化工程之中,何謂「該租契」條款第3.17(b)條所指的百分之二十面積;
 - (ii) 何謂「該租契」條款第3.17(b)條所指的地面水平;以及
 - (iii) 何謂「該租契」條款第3.17(a)條所指的休憩空間。
- (d) 「承租人」其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。
- (e) 如獲「署長」事先書面同意,「承租人」在「該土地」內按「該租契」條款第3.17(b)(i)條提供的面積之百分比可較所規定的為低。
- (f) 根據「該租契」條款第3.17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「該租契」條款第3.19(a)(v)條所指的公用地方並成為其中一部分。

6 「該租契」條款第3.21(a)條訂明:

「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持:

- (i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位,除非另行獲得「署長」的書面同意,停車位的數目須為12而且除非另行獲得「署長」的書面同意,每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米;
- (ii) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電

- the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said land.
- (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
 - (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in Clause No. 3.17(b) of the said lease;
 - (ii) as to what constitutes the ground level referred to in Clause No. 3.17(b) of the said lease; and
 - (iii) as to what constitutes open space referred to in Clause No. 3.17(a) of the said lease.
- (d) The Lessee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) With the prior written consent of the Director, the Lessee may provide a lesser percentage of the area of the said land as required under Clause No. 3.17(b)(i) of the said lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.17 of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.19(a)(v) of the said lease.

6 Clause No. 3.21(a) of the said lease stipulates that:

The Lessee shall provide and maintain within the said land to the satisfaction of the Director:

- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 12 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
- (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.0 metres in length with a minimum headroom of 2.4 metres;

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2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.0米長而樓底高度最少須為2.4米；

- (iii) 供停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為33；
- (iv) 一個供根據《道路交通條例》及其下的規例或任何修訂法例界定的傷殘人士停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定；及
- (v) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人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。

7 「該租契」條款第3.21(b)條訂明：

根據「該租契」條款第3.21(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)和(a)(v)條提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。

8 「該租契」條款第3.21(c)條訂明：

「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持供根據《道路交通條例》及其下的規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位，除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，每個上述提供的停車位的尺寸最少須為3.5米寬及11米長而樓底高度最少須為4.7米，並且不得用作供與「該土地」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。

- (iii) spaces for the parking of bicycles belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors unless the Director otherwise consents in writing, the number of spaces shall be 33;
- (iv) one space for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion; and
- (v) 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 or occupiers of the building or buildings erected or to be erected on the said land and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

7 Clause No. 3.21(b) of the said lease stipulates that:

The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of Clause No.3.21 of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

8 Clause No. 3.21(c) of the said lease stipulates that:

The Lessee shall provide and maintain within the said land to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be one. Each of the spaces so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the said land.

9 「該租契」條款第3.25條訂明：

- (a) 「承租人」現確認，「該土地」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該土地」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該土地」的建築物發出完工證明書之前，「承租人」須按「署長」絕對酌情決定的批准或要求，在「該土地」及毗鄰政府土地範圍內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程，包括進行提供通道的工程以便日後保養已完成的緩解和鞏固工程（以下統稱「緩解和鞏固工程」），以保障已建或擬建於「該土地」的建築物和其住客或佔用人、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「緩解和鞏固工程」已展開。
- (c) 「承租人」在批租期任何時間內須以令「署長」滿意的方式自費保養「緩解和鞏固工程」使其維持在良好和修繕妥當的狀況，以確保「緩解和鞏固工程」能繼續發揮其設定的作用。保養工作包括但不限於清理下墜於「緩解和鞏固工程」或下墜於「該租契」條款第3.25(d)條所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該土地」或毗鄰政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「緩解和鞏固工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工作。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工作，「承租人」須按要求向政府償還該等工作的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該土地」註冊獲「署長」批准的圖則，表明「緩解和鞏固工程」位置、性質和涵蓋範圍，以及「該土地」及毗鄰政府土地內「承租人」可能須要或被要求進行保養工作的位置和範圍，包括「該土地」及毗鄰政府土地內根據「該租契」條款3.25(c)條「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方（有關圖則下稱「天然山

9 Clause No. 3.25 of the said lease stipulates that:

- (a) The Lessee hereby acknowledges that the said land may be affected by landslide and boulder fall hazards, including those arising from outside the said land due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the said land the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilisation works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilisation works, as the Director in his absolute discretion shall approve or require (hereinafter collectively referred to as "the Mitigation and Stabilisation Works") within the said land and the adjoining Government land to protect buildings erected or to be erected on the said land and residents or occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the said lease, it has been carrying out the Mitigation and Stabilisation Works.
- (c) The Lessee shall at all times during the term of the said lease maintain at its own expense the Mitigation and Stabilisation Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Mitigation and Stabilisation Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Mitigation and Stabilisation Works or onto the areas of the said land or the adjoining Government land shown on the Natural Terrain Hazard Mitigation and Stabilisation Works Plan referred to in Clause No. 3.25(d) of the said lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Mitigation and Stabilisation Works as provided in the said lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the said land a plan approved by the Director indicating the locations, nature and scope of the Mitigation and Stabilisation Works and the location and extent of the areas of the said land and the adjoining Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the said land and the adjoining Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders

坡危害緩解和鞏固工程圖則」)。除非事先得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已核准的「天然山坡危害緩解和鞏固工程圖則」。除非獲「署長」批准，否則在該圖則註冊前不得訂立任何影響「該土地」或其任何部分或已建於或擬建「該土地」的任何建築物或其任何部分的交易。

- (e) 「該租契」規定須就「緩解和鞏固工程」進行的所有保養工作，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先取得「署長」的書面同意，並符合「署長」絕對酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該土地」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「緩解和鞏固工程」。
- (g) 因進行、檢查及保養「該租契」規定的「緩解和鞏固工程」而造成或引起任何政府土地或「該土地」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。
- (h) 「承租人」必須在任何時間准許「署長」、其人員、承辦商、其工人或任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出及返回及通過「該土地」或其任何部分及已建於或擬建於「該土地」的建築物，以檢查「承租人」根據「該租契」條款第3.25條須進行的任何工作，以及按照「該租契」條款第3.25(c)條進行任何工作或進行「署長」認為必須的任何其他工作。
- (i) 政府或「署長」均不會為「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.25(h)條而有權進入及進行任何工程所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。

under Clause No. 3.25(c) of the said lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilisation Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilisation Works Plan shall be made without the prior written consent of the Director. No transaction affecting the said land or any part thereof or any building or part of any building erected or to be erected on the said land, except as may be approved by the Director, shall be entered into prior to such registration.

- (e) All maintenance works to the Mitigation and Stabilisation Works as provided in the said lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorised by it shall be permitted to enter into the Government land adjoining the said land with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Mitigation and Stabilisation Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Mitigation and Stabilisation Works as provided in the said lease, any damage is done to any Government land or any land outside the said land, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorised by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the said land or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.25 of the said lease and carrying out any works in accordance with Clause No. 3.25(c) of the said lease or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under Clause No. 3.25(h) of the said lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorised officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.

- (j) 「承租人」須就其按照「該租契」條款第3.25條的條款正在進行或一直進行的任何「緩解和鞏固工程」，或「承租人」進行任何該等工程期間的任何遺漏、疏忽或缺失，或「承租人」在設計「緩解和鞏固工程」的任何遺漏、疏忽或缺失，而不論如何引起或附帶引起的一切法律行動、訴訟、責任、索償、費用及要求，包括但不限於財產的損害或損失、喪失生命或身體受傷，對政府作出彌償，並使政府持續得到彌償。

10 「該租契」條款第4.2條訂明：

「承租人」須就任何違反「該租契」的條款和契諾所引致或任何「署長」認為（其意見為最終決定並對「承租人」具約束力）因「該土地」的使用、「該土地」或其任何部分的建設或重建、在「該土地」進行的任何活動或「承租人」在「該土地」進行的任何其他工程（不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾）而對任何相鄰或毗連土地或「該土地」造成的任何損壞或土壤和地下水污染所引致的一切法律行動、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。

11 「該租契」條款第4.3條訂明：

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

12 「該租契」條款第5.3條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出或返回「該土地」或其任何部分，以檢查、保養、維修及翻新「該租契」條款第

- (j) The Lessee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.25 of the said lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Mitigation and Stabilisation Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

10 Clause No. 4.2 of the said lease stipulates that:

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

11 Clause No. 4.3 of the said lease stipulates that:

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

12 Clause No. 5.3 of the said lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the said land or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of free ingress, egress and regress to and from the said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes,

5.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.3(b)條所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

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

13 「該租契」條款第5.5條訂明：

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

wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them under Clause No. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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

13 Clause No. 5.5 of the said lease stipulates that:

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

註：請查閱批地文件全文以了解上述條款及批地文件中其他條款的全部詳情。批地文件的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。

Note: For full details of the above provisions and other provisions in the Land Grant, please refer to the Land Grant. Full script of the Land Grant is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.