

17 公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

(i) 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.25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」或下墜於本契諾(d)款所指的「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，沒有按本文中所規定保養「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。

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

(i) Relevant Provisions of the Land Grant

Clause No. 3.25 of the said lease (as defined in the Summary of Land Grant) stipulates that:

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot 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 Lot 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 Lot and the adjoining Government land to protect buildings erected or to be erected on the Lot 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 Lease, it has been carrying out the Mitigation and Stabilisation Works.
- (c) The Lessee shall at all times during the Lease Term 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 Lot or the adjoining Government land shown on the Natural Terrain Hazard Mitigation and Stabilisation Works Plan referred to in sub-clause (d) of this covenant. 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 herein provided, 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) 「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本契諾(c)款「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「天然山坡危害緩解和鞏固工程圖則」）。除非事先得到「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於「該土地」的任何建築物或其任何部分的交易。
- (e) 本文中所規定須就「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、檢查及保養本文中所規定的「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」根據本契諾須進行的任何工作，以及按照本契諾(c)款進行任何工作或進行「署長」認為必須的任何其他工作。

- (d) The Lessee shall at its own expense register at the Land Registry against the Lot 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 Lot 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 Lot 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 under sub-clause (c) of this covenant (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 Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, 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 herein provided 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 Lot 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 herein provided, any damage is done to any Government land or any land outside the Lot, 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 Lot 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 this covenant and carrying out any works in accordance with sub-clause (c) of this covenant or any other works which the Director may consider necessary.

- (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」行使本契諾(h)款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。
- (j) 「承租人」須就其按照本契諾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。

「該租契」(見批地文件的摘要內的定義)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、維修及翻新本契諾(a)款所指通過或經過「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本(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

- (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 sub-clause (h) of this covenant 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) 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 this covenant 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.

Clause No. 5.3 of the said lease (as defined in the Summary of Land Grant) stipulates that:

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

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修本契諾(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

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

根據「公契」第IV節第18(ad)項，「經理人」有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡維修指南」、「斜坡維修手冊」和按照有關「政府」部門不時發出有關維修斜坡、護土牆及其他構築物的全部指引，視察、保養及維修「斜坡結構」，令其運作良好和修繕妥當，並就有關「斜坡結構」進行一切必要的工程。為免存疑，現聲明，「屋苑」各「業主」有責任自費按照「該租契」、「斜坡維修指南」、「斜坡維修手冊」及上述指引，負責維修「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上執行維修和修葺工程所合法招致或將會招致之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有本18(ad)條所訂之權限和權力。

根據「公契」第IV節第18(at)項，「經理人」有權力、職能和責任保養「該租契」第3.25條內所指的「緩解和鞏固工程」及其相聯工程，包括進行工程建造出入通道以便日後維修上述已建成之「緩解和鞏固工程」，以確保「緩解和鞏固工程」可持續發揮設計功能，如因施行、檢查及維修上述工程導致「政府」土地或「該土地」外任何其他土地受損，必須妥善修復，以令地政總署署長全面滿意。

- (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 this covenant, all to be done to the satisfaction of the Director.

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

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

Pursuant to Clause 18(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines, the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the said lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 18(ad).

Pursuant to Clause 18(at) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Mitigation and Stabilisation Works as referred to in Clause 3.25 of the said lease and associated works, including works to provide access for the subsequent maintenance of the completed Mitigation and Stabilisation Works as aforesaid in good substantial repair and condition in accordance with Clause 3.25 of the said lease to ensure that the said Mitigation and Stabilisation Works shall continue to perform their designed functions and to make good any damage done to any Government land or any land outside the said land as a result of or arising out of carrying out, inspecting and maintaining the said works, all to the satisfaction of the Director of Lands.

根據「公契」第IV節第18條第(av)項，「經理人」有權力、職能和責任維修「該土地」、斜坡處理工程、護土牆或其他支承結構、防護設施、排水或附屬或「該租契」第4.5(a)條所載的其他工程，以保持其狀況良好及修繕妥當，令地政總署署長滿意。

根據「公契」第VII節第51(a)(1)條第(v)項，年度預算案的第一部分第一分項應包括（如適用）「斜坡結構」的相關檢查、保養和維修費用與開支，以及根據「該租契」條款（如有者）和依據「斜坡維修指南」及「斜坡維修手冊」或相關「政府」部門不時發出關於維修斜坡、護土牆及相關構築物的其他指引，為著保護和支承需要保護及支承的「該土地」或其任何部分或任何毗鄰或相鄰土地而進行的所有斜坡處理工程及其他支承或保護工程的費用與開支。

根據「公契」第三附錄第27條，「業主」應遵從「該租契」規定及依照「斜坡維修指南」及「斜坡維修手冊」自費維修「斜坡結構」及執行所有相關工程。「房委會」應在「本公契」日期後一個月內在「屋苑」管理處存放一套完整的「斜坡維修手冊」，以供所有「業主」免費查閱及支付合理費用後索取影印副本。所有收訖的影印費用一律撥入「特別基金」。

根據「公契」第IV節第18條第(j)項(1)款及(2)款，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：

- (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、總水管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具及設備。
- (2) 不論位於「該土地」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。

根據「公契」第IV節第18條第(ba)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(c)條所載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）。

Pursuant to Clause 18(av) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.5(a) of the said lease in good and substantial repair and condition to the satisfaction of the Director of Lands.

Pursuant to Clause 51(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.

Pursuant to Clause 27 of the Third Schedule to the DMC, the Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The HA shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month from the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

Pursuant to Clause 18(j) (1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:

- (1) All water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.
- (2) The drains and channels whether within the boundaries of the said land or the land adjacent thereto or on Government land which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.

Pursuant to Clause 18(ba) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(c) of the said lease to the satisfaction of the Director of Lands.

根據「公契」第VII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「該土地」內或外專為「該土地」及/或「屋苑」提供服務（專為「住宅大廈」而設者除外）或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他開支與支出。

根據「公契」第VII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開支與支出。

根據「公契」第二附錄B部分第(a)條，各「不分割份數」和持有、使用、佔用與享用「屋苑」的相關部分的專有權是受限於「經理人」的全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行建築物或其任何一個或多個部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」或其任何一個或多個部分以作為供「該土地」及「屋苑」享用的部分適意設施而非作為任何個別「業主」的個人目的或享受的任何其他器具、設備或服務設施之必要維修工程，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。

根據「公契」第二附錄B部分第(b)條，各「不分割份數」及持有、使用、佔用與享用「屋苑」的相關部分的專有權是受限於讓水、污水、氣體及電力，藉通過現時或此後任何時間可能位於他擁有的「屋苑」部分或其中任何一個或多個部分內或設於其下或跨越該處的污水渠、排水渠、水道、電纜、水管和電線，可自由而不受干擾地通過，以往來「屋苑」（不包括他擁有的部分）的通行權。

Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the said lease.

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.

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 to abate any hazard or nuisance therein or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and generally for the purpose of exercising the powers and functions of the Manager under this Deed or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to the right of free and uninterrupted passage and running of water sewage gas and electricity from and to the Estate (other than that part owned by him) through the sewers drains water-courses cables pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.

- B** 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施
不適用
- C** 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地
不適用
- D** 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分
不適用

- B** Any Facilities that are Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development
Not applicable
- C** Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development
Not applicable
- D** Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)
Not applicable

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。

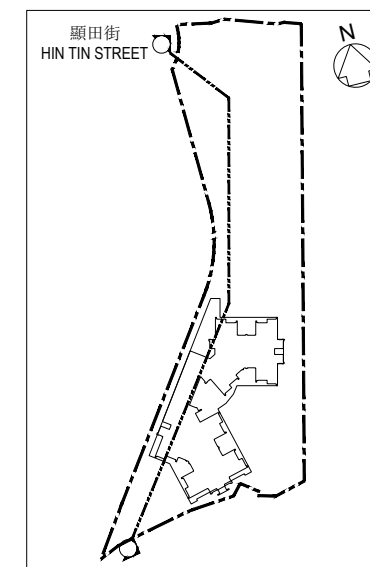
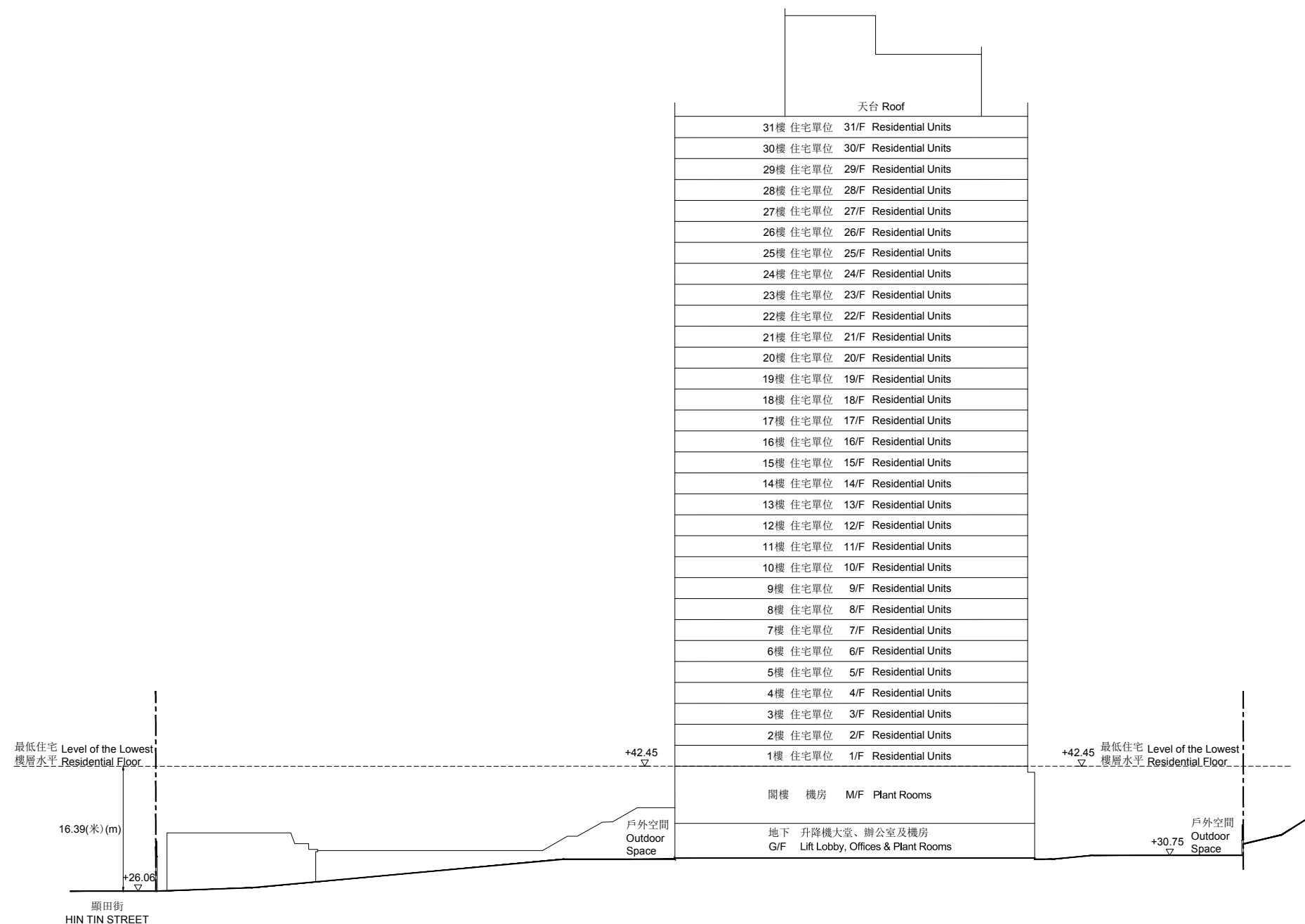
注意事項:

- 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.

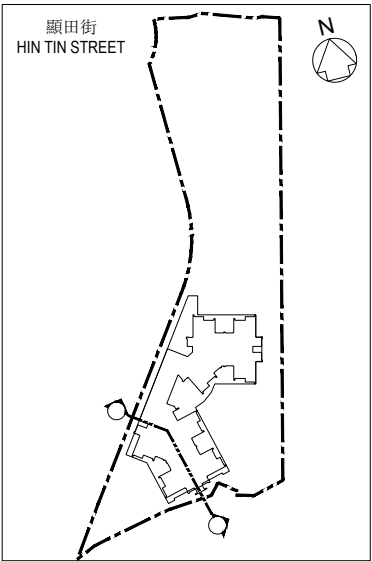
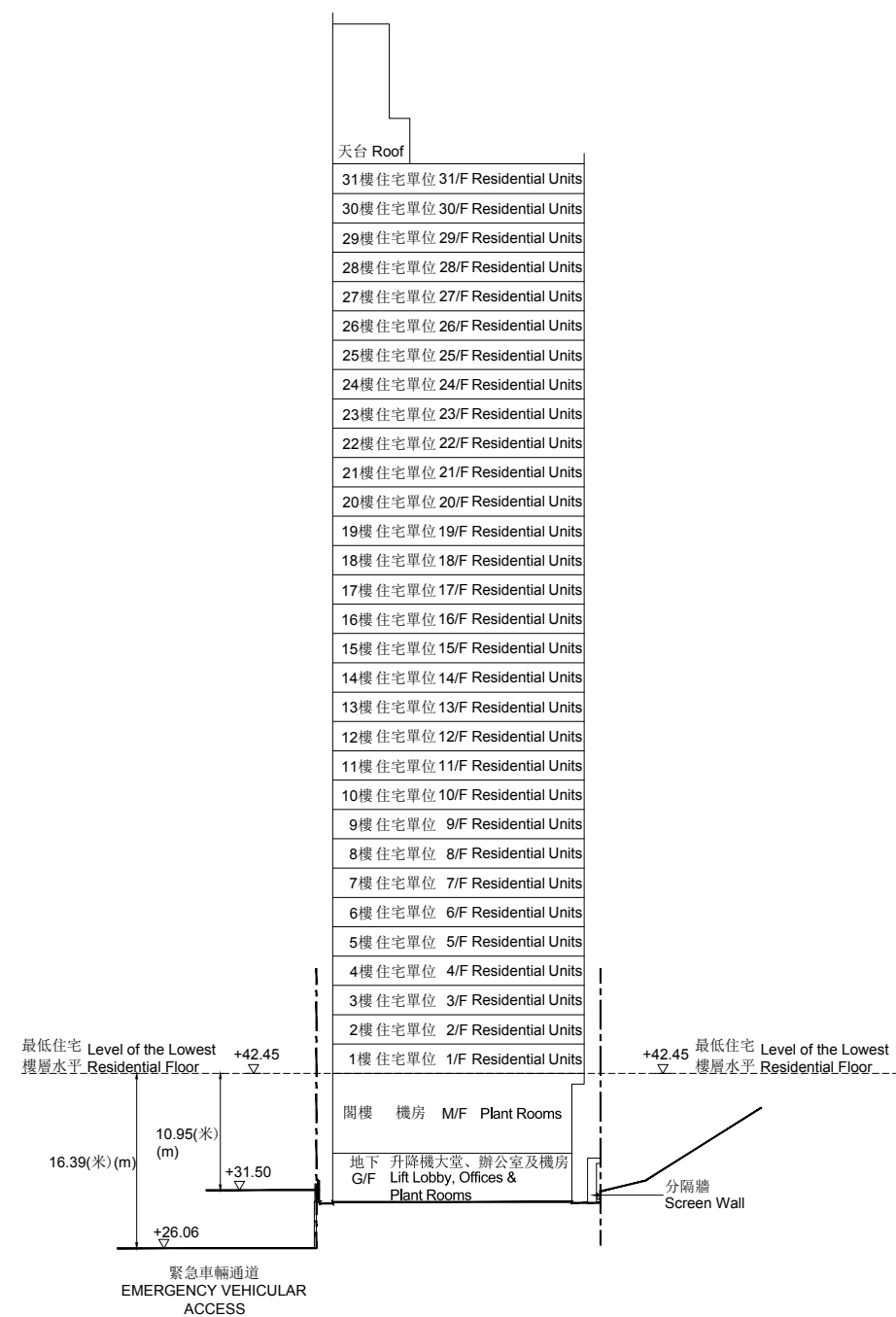


指示圖 KEY PLAN

毗連建築物的一段顯田街為香港主水平基準以上26.06米。
The part of Hin Tin Street adjacent to the building is 26.06 metres above the Hong Kong Principal Datum.

圖例 NOTATION

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



指示圖 KEY PLAN

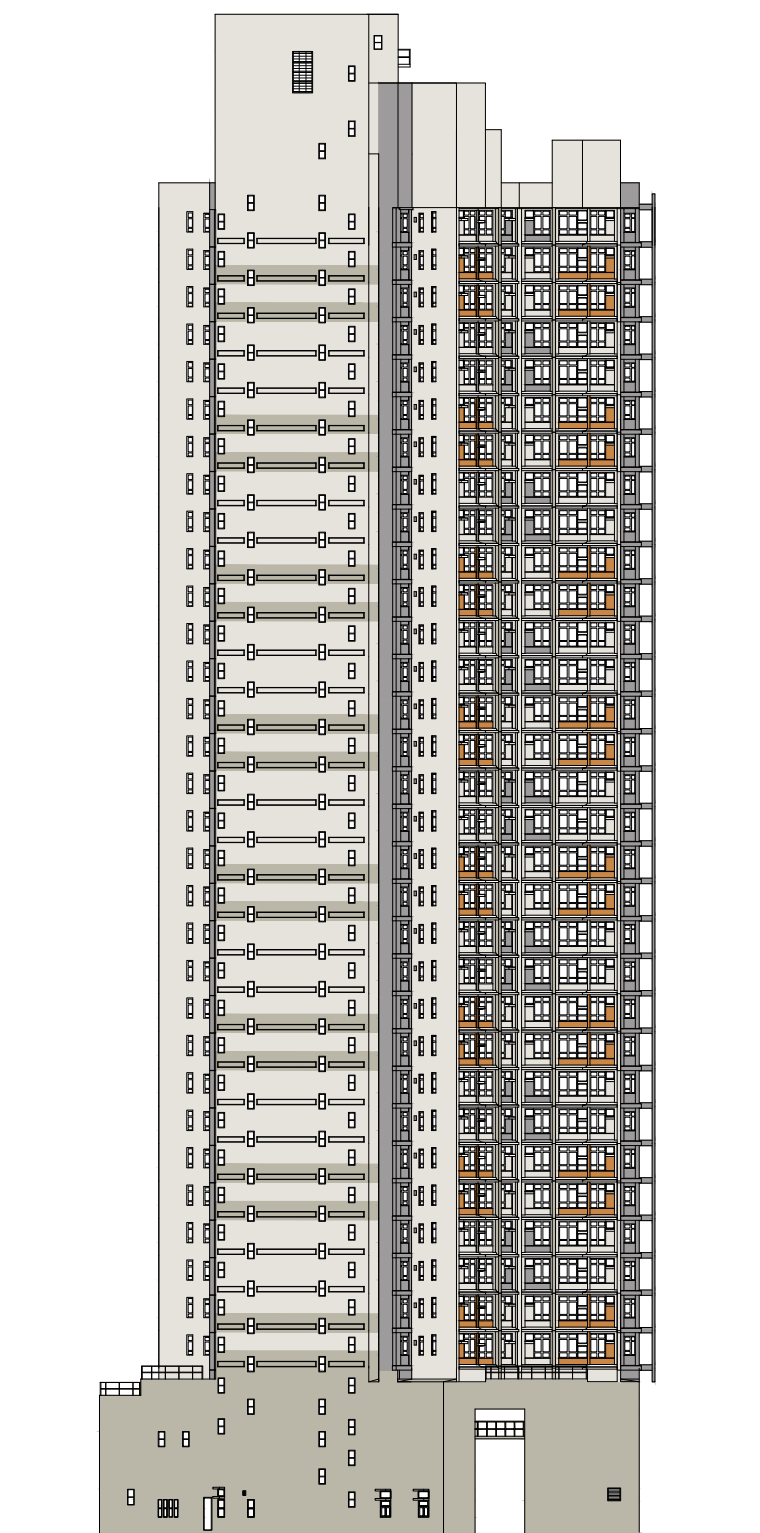
毗連建築物的一段緊急車輛通道為香港主水平基準以上26.06米至31.50米。

The part of emergency vehicular access adjacent to the building is from 26.06 metres to 31.50 metres above the Hong Kong Principal Datum.

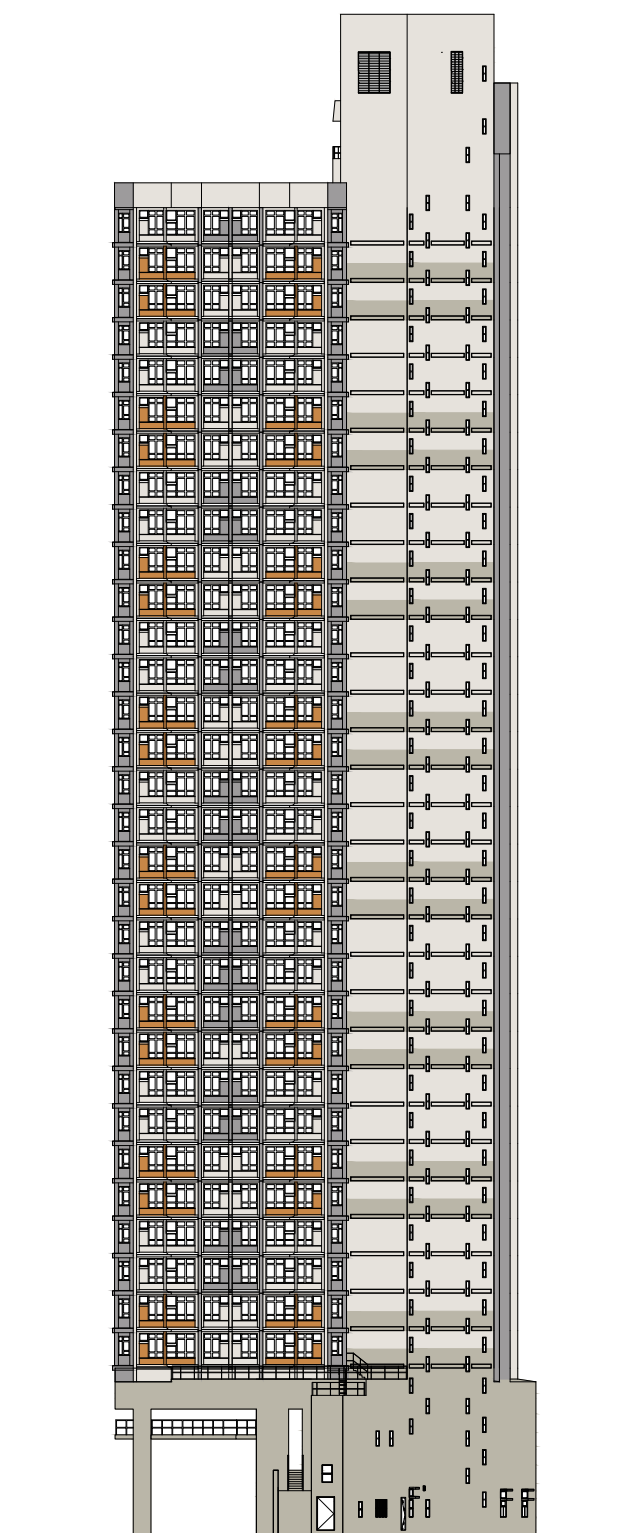
圖例 NOTATION

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

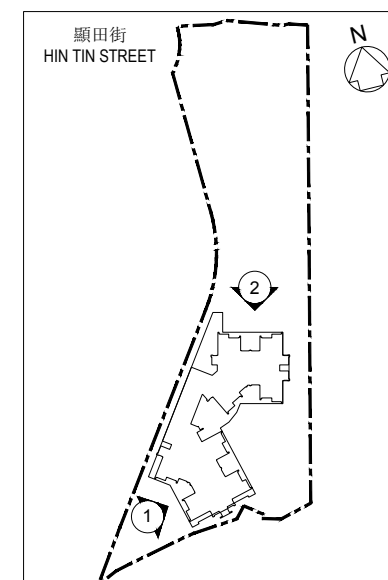
20 立面圖 Elevation Plan



西南面立面圖“1”
South West Elevation Plan “1”



東北面立面圖“2”
North East Elevation Plan “2”



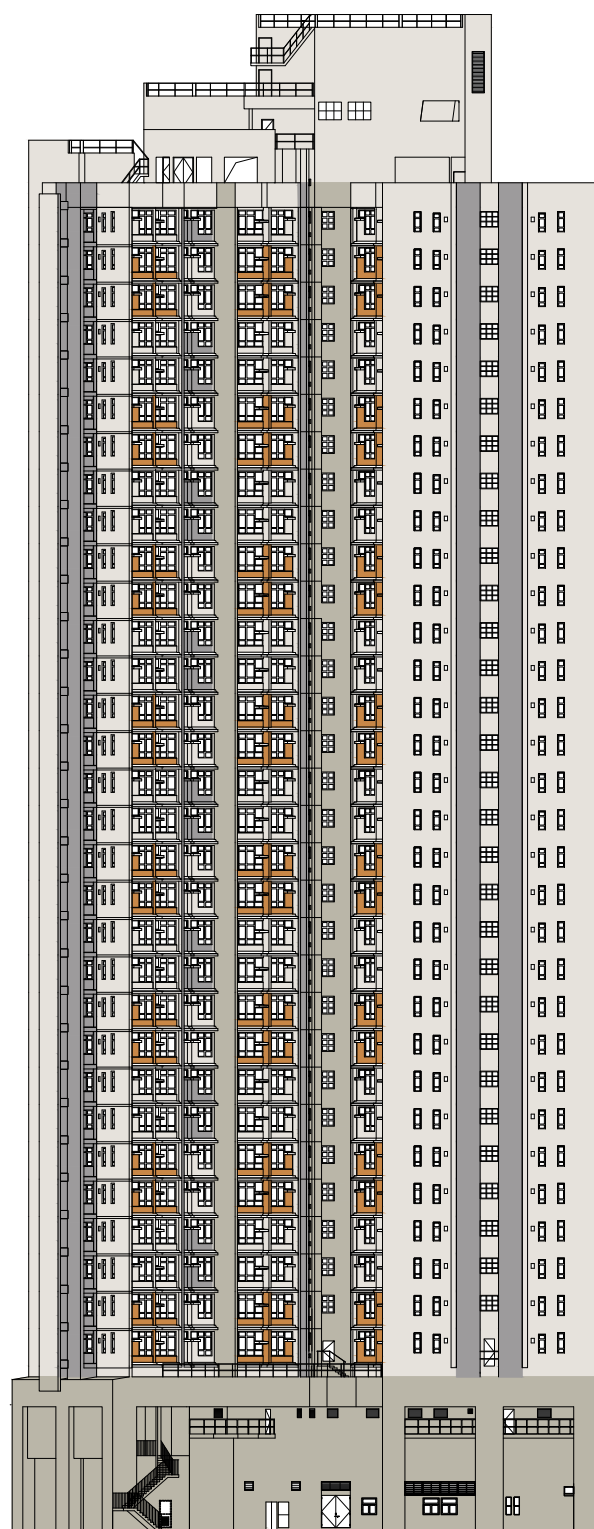
指示圖 KEY PLAN

本圖所顯示的立面：

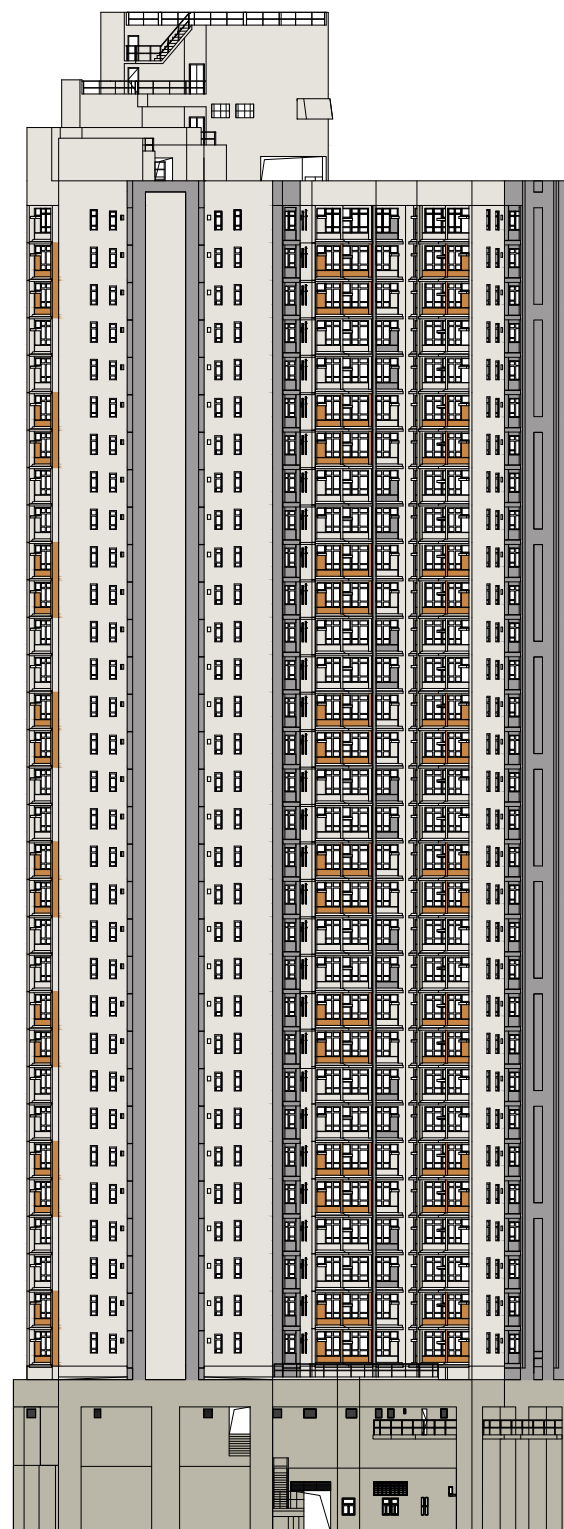
- (1) 以2017年11月21日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

The elevations shown on this plan:

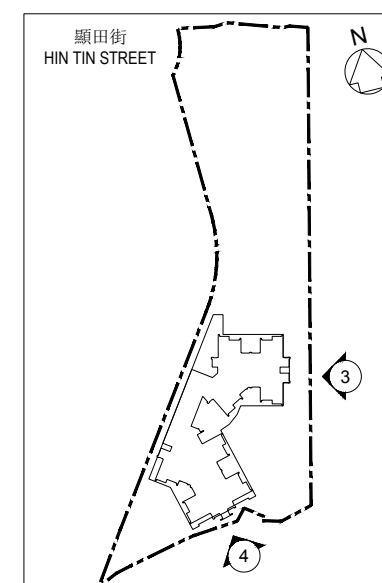
- (1) are prepared on the basis of the approved general building plans for the Development as of 21 November 2017; and
- (2) are in general accordance with the outward appearance of the Development.



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



南面立面圖“4”
South Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

- (1) 以2017年11月21日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

The elevations shown on this plan:

- (1) are prepared on the basis of the approved general building plans for the Development as of 21 November 2017; and
- (2) are in general accordance with the outward appearance of the Development.

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所（包括供住客使用的任何康樂設施） Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方（不論是稱為公用空中花園或有其他名稱） Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方（不論是稱為有蓋及園景的遊樂場或有其他名稱） Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	不適用 Not applicable	65.2	65.2
	平方呎 sq.ft.	不適用 Not applicable	702	702

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

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

22 閱覽圖則及公契

Inspection of Plans and Deed of Mutual Covenant

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
 - 2 嘉順苑的已簽立的公契文本存放在住宅物業的售樓處，以供閱覽。
 - 3 無須為閱覽付費。
- 1 A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
 - 2 A copy of the Deed of Mutual Covenant in respect of Ka Shun Court that has been executed is available for inspection at the place at which the residential property is offered to be sold.
 - 3 The inspection is free of charge.

23 裝置、裝修物料及設備

Fittings, Finishes and Appliances

1 外部裝修物料 EXTERIOR FINISHES			
a	外牆 External wall	以瓷磚鋪砌及髹上外牆漆。	Finished with ceramic tiles and external paint.
b	窗 Window	客/飯廳及廚房選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。 浴室選用鋁質窗框配壓花清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。	Aluminium window frame fitted with clear float glass for living/dining room and kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	不適用	Not applicable
f	乾衣設施 Drying facilities for clothing	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.
2 室內裝修物料 INTERIOR FINISHES			
a	大堂 Lobby	地下主入口大堂： 牆壁以瓷磚鋪砌及髹上外牆漆。地板以過底磚鋪砌。天花板設有鋁質天花。 標準樓層升降機大堂： 牆壁髹上外牆漆。地板以過底磚鋪砌。天花板髹上外牆漆。	Ground floor lobby: Walls are finished with ceramic tiles and external paint. Floor is finished with homogeneous tiles. Ceiling is fitted with aluminium suspended ceiling. Typical floor lobby: Walls are finished with external paint. Floor is finished with homogeneous tiles. Ceiling is finished with external paint.
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.
d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。灶台面為人造樹脂。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface.

3 室內裝置 INTERIOR FITTINGS			
a	門 Doors	<p>單位大門： 單位大門選用漆面實心木門配五金配件及防盜眼。</p> <p>浴室門： 選用空心木門（一面漆面，一面膠板面）配五金配件。</p> <p>廚房門： 選用漆面實心木門配防火玻璃及五金配件。</p>	<p>Flat entrance door: Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer.</p> <p>Bathroom door: Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries.</p> <p>Kitchen door: Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.</p>
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盆、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣棍、以過底磚及人造麻石磚鋪砌的淋浴間、鍍鉻黃銅混合式花灑水龍頭及花灑套裝及浴簾棍。供水系統採用銅喉管。	Fittings and equipment include vitreous china basin, vitreous china water closet and cistern, vitreous china toilet paper holder, chromium plated brass basin mixer, wall-mounted mirror, clothing drying rod, shower area finished with homogeneous tiles and artificial granite tiles, chromium plated brass shower mixer with shower set and curtain rail. Copper pipes are used for water supply system.
c	廚房 Kitchen	廚房設有不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench with polymer resin surface. Copper pipes are used for water supply system.
d	睡房 Bedroom	不適用	Not applicable
e	電話 Telephone	客/飯廳設有一個電話插座。	One telephone outlet is provided in the living/dining room.
f	天線 Aerials	客/飯廳設有兩個電視/調頻收音機插座接收本地電視及電台節目，兩個空間預留給電訊及廣播服務及一個空間預留給業主自行安裝電視/調頻收音機插座。	Two TV/FM outlets for local TV and FM radio programmes, two reserved spaces for telecommunications and broadcasting services and one reserved space for installation of TV/FM outlet by owners are provided in the living/dining room.
g	電力裝置 Electrical installations	各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
h	氣體供應 Gas supply	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	洗衣機接駁點 Washing machine connection point	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	供水 Water supply	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.

4 雜項 MISCELLANEOUS			
a	升降機 Lift	一部「東芝」牌客用升降機 (型號 ELCOSMO (CV-320)) 服務地下及1樓至31樓。 一部「東芝」牌客用升降機 (型號 ELCOSMO (CV-320)) 服務地下及1樓至16樓。 一部「東芝」牌客用升降機 (型號 ELCOSMO (CV-320)) 服務地下及17樓至31樓。	One "Toshiba" passenger lift (Model No. ELCOSMO (CV-320)) serving G/F & 1/F to 31/F. One "Toshiba" passenger lift (Model No. ELCOSMO (CV-320)) serving G/F & 1/F to 16/F. One "Toshiba" passenger lift (Model No. ELCOSMO (CV-320)) serving G/F & 17/F to 31/F.
b	信箱 Letter box	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
c	垃圾收集 Refuse collection	1樓至31樓公用地方設有垃圾及物料回收室和垃圾槽，並於地下公用地方設有垃圾及物料回收房及垃圾收集站中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 1/F to 31/F and refuse storage and material recovery chamber and refuse collection point are provided in the common area on ground level for centralised processing of refuse.
d	水錶、電錶及氣體錶 Water meter, electricity meter and gas meter	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make individual application for installation of town gas meter).
5 保安設施 SECURITY FACILITIES			
		設有閉路電視監察系統監控升降機內，各地下入口，各頂層出口及外圍範圍狀況。閉路電視監控設備設於住宅樓宇地下護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of residential building.
6 設備 APPLIANCES			
		各單位浴室設有一部「TGC」牌煤氣熱水爐 (型號TGW128)。	One "TGC" town gas water heater (Model No. TGW128) is provided in the bathroom of each flat.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。
The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

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

			樓層 Floor	1樓至31樓 1/F to 31/F							
			單位 Flat	1	2	3	4	5	6	7	8
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		4	4	4	4	4	4	4	4
	雙極開關掣	Double Pole Switch		3	3	3	3	3	3	3	3
	天花燈咀	Ceiling Lamp Holder		4	4	4	4	4	4	4	4
	13安培雙頭插座	13A Twin Socket Outlet		11	11	11	11	11	11	11	11
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		3	3	3	3	3	3	3	3
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunications and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	2
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	2
		煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1

註：

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

Notes:

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

24 服務協議 Service Agreements

不適用 Not applicable

25 地稅 Government Rent

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

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

26 買方的雜項付款

Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

註：買方須自費及自行安排清理所有裝修廢料，並將其搬離屋苑。

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

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

Note : The purchaser shall at his own cost dispose and remove his decoration debris out of the estate.

27 欠妥之處的保養責任期

Defects Liability Warranty Period

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

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

根據批地文件的規定，該發展項目中的住宅物業的擁有人須自費維修斜坡。

A 有關規定的條款

「該租契」（見批地文件的摘要內的定義）條款第3.25條訂明：

- (a) 「承租人」（見批地文件的摘要內的定義）現確認，「該土地」（見批地文件的摘要內的定義）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」須按地政總署署長（下稱「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

The land grant requires the owners of the residential properties in the Development to maintain slopes at their own cost.

A Terms of the Requirement

Clause No. 3.25 of the said lease (as defined in the Summary of Land Grant) stipulates that:

- (a) The Lessee (as defined in the Summary of Land Grant) hereby acknowledges that the said land (as defined in the Summary of Land Grant) 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 of Lands (hereinafter referred to as "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

地」及毗鄰政府土地內根據「該租契」條款第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「天然山坡危害緩解和鞏固工程圖則」）。除非事先得到「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於「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。

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 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.

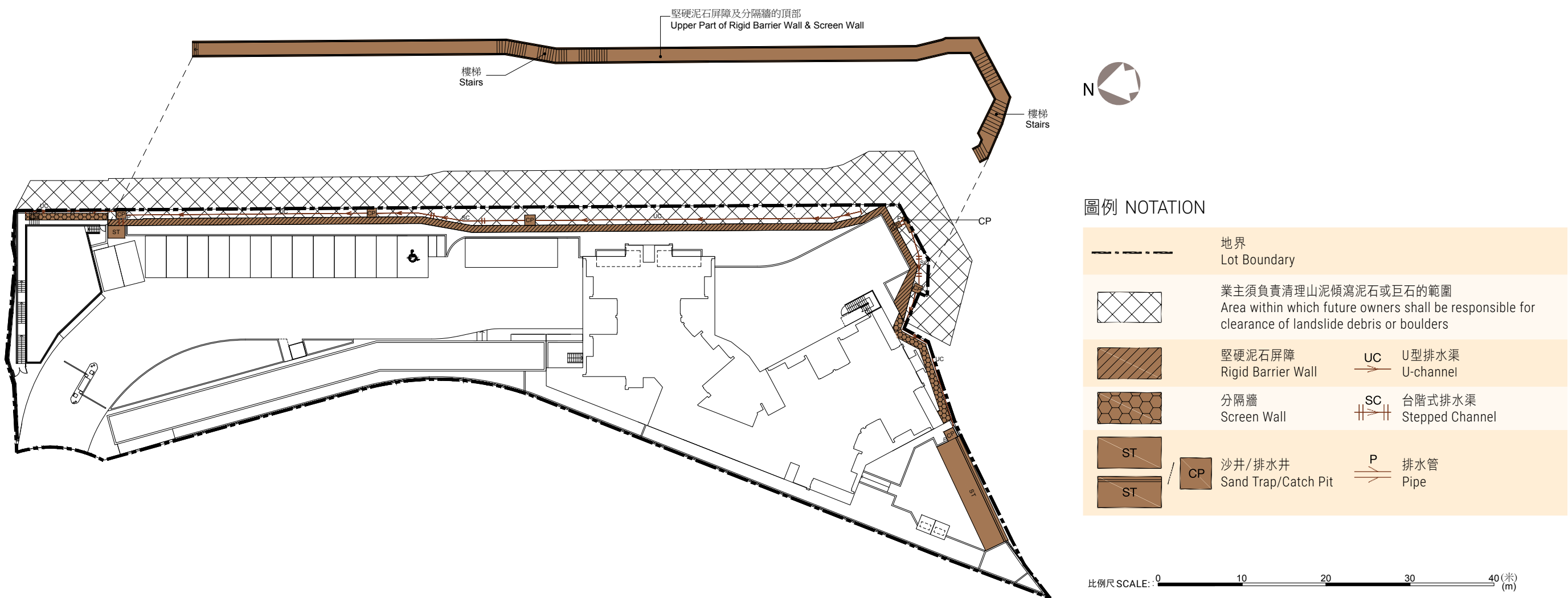
- (e) All maintenance works to the Mitigation and Stabilisation Works as provided in the said lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent 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。

(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.

- B 每名擁有人均須分擔維修工程的費用。
- C 顯示該斜坡及已經或將會在該發展項目所位於的土地之內或之外建造的任何護土牆或有關構築物的圖則。

- B Each of the owners is obliged to contribute towards the costs of the maintenance works.
- C A plan showing the slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated.



D 根據「公契」，該發展項目的管理人獲擁有人授權進行維修工程。

「公契」的有關條文

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

- (i) 根據「公契」第IV節第18(ad)項，「經理人」有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡維修指南」、「斜坡維修手冊」和按照有關「政府」部門不時發出有關維修斜坡、護土牆及其他構築物的全部指引，視察、保養及維修「斜坡結構」，令其運作良好和修繕妥當狀況，並就有關「斜坡結構」進行一切必要的工程。為免存疑，現聲明，「屋苑」各「業主」有責任自費按照「該租契」、「斜坡維修指南」、「斜坡維修手冊」及上述指引，負責維修「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上執行維修和修葺工程所合法招致或將會招致之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有本18(ad)條所訂之權限和權力。
- (ii) 根據「公契」第IV節第18(at)項，「經理人」有權力、職能和責任保養「該租契」第3.25條內所指的「緩解和鞏固工程」及其相聯工程，包括進行工程建造出入通道以便日後維修上述已建成之「緩解和鞏固工程」，以確保「緩解和鞏固工程」可持續發揮設計功能，如因施行、檢查及維修上述工程導致「政府」土地或「該土地」外任何其他土地受損，必須妥善修復，以令地政總署署長全面滿意。
- (iii) 根據「公契」第IV節第18條第(av)項，「經理人」有權力、職能和責任維修「該土地」、斜坡處理工程、護土牆或其他支承結構、防護設施、排水或附屬或「該租契」第4.5(a)條所載的其他工程，以保持其狀況良好及修繕妥當，令地政總署署長滿意。

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

Relevant Provisions of the DMC

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

- (i) Pursuant to Clause 18(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines, the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the said lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in Clause 18(ad).
- (ii) Pursuant to Clause 18(at) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Mitigation and Stabilisation Works as referred to in Clause 3.25 of the said lease and associated works, including works to provide access for the subsequent maintenance of the completed Mitigation and Stabilisation Works as aforesaid in good substantial repair and condition in accordance with Clause 3.25 of the said lease to ensure that the said Mitigation and Stabilisation Works shall continue to perform their designed functions and to make good any damage done to any Government land or any land outside the said land as a result of or arising out of carrying out, inspecting and maintaining the said works, all to the satisfaction of the Director of Lands.
- (iii) Pursuant to Clause 18(av) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.5(a) of the said lease in good and substantial repair and condition to the satisfaction of the Director of Lands.

- (iv) 根據「公契」第VII節第51(a)(1)條第(v)項，年度預算案的第一部分第一分項應包括（如適用）「斜坡結構」的相關檢查、保養和維修費用與開支，以及根據「該租契」條款（如有者）和依據「斜坡維修指南」及「斜坡維修手冊」或相關「政府」部門不時發出關於維修斜坡、護土牆及相關構築物的其他指引，為著保護和支承需要保護及支承的「該土地」或其任何部分或任何毗鄰或相鄰土地而進行的所有斜坡處理工程及其他支承或保護工程的費用與開支。
- (v) 根據「公契」第三附錄第27條，遵從「該租契」規定及依照「斜坡維修指南」及「斜坡維修手冊」自費維修「斜坡結構」及執行所有相關工程。「房委會」應在「本公契」日期後一個月內在「屋苑」管理處存放一套完整的「斜坡維修手冊」，以供所有「業主」免費查閱及支付合理費用後索取影印副本。所有收訖的影印費用一律撥入「特別基金」。

- (iv) Pursuant to Clause 51(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.
- (v) Pursuant to Clause 27 of the Third Schedule to the DMC, the Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The HA shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month from the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

29 批地文件修訂 Modification of Land Grant

不適用 Not applicable

30 申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

獲寬免總樓面面積的設施分項

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

Breakdown of GFA Concessions Obtained for All Features

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

		面積(平方米) Area (m²)
根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積 DISREGARDED GFA UNDER BUILDING (PLANNING) REGULATIONS 23(3)(b)		
1	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	192.061
2	機房及相類設施 Plant rooms and similar services	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorised Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting equipment (TBE) room, refuse storage and material recovery chamber, etc.	447.574
2.2	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如僅供消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature or essential plant room, areas of which is NOT limited by any PNAP or regulation, such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	856.095
2.3	非強制性或非必要機房，例如空調機房、風櫃房等 Non-mandatory or non-essential plant room, such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not applicable
根據聯合作業備考第1號及第2號提供的環保設施 GREEN FEATURES UNDER JOINT PRACTICE NOTES 1 AND 2		
3	露台 Balcony	不適用 Not applicable
4	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	不適用 Not applicable
5	公用空中花園 Communal sky garden	不適用 Not applicable
6	隔聲鰭 Acoustic fin	不適用 Not applicable
7	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not applicable

申請建築物總樓面面積寬免的資料
Information in Application for Concession on Gross Floor Area of Building

		面積 (平方米) Area (m²)
根據聯合作業備考第1號及第2號提供的環保設施 GREEN FEATURES UNDER JOINT PRACTICE NOTES 1 AND 2		
8	非結構預製外牆 Non-structural prefabricated external wall	不適用 Not applicable
9	工作平台 Utility platform	不適用 Not applicable
10	隔音屏障 Noise barrier	不適用 Not applicable
適意設施 AMENITY FEATURES		
11	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	不適用 Not applicable
12	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	不適用 Not applicable
13	有上蓋的園景區及遊樂場 Covered landscaped and play area	不適用 Not applicable
14	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway, trellis	不適用 Not applicable
15	擴大升降機井道 Larger lift shaft	不適用 Not applicable
16	煙囪管道 Chimney shaft	不適用 Not applicable
17	其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	不適用 Not applicable
18	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	200.008
19	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 Not applicable
20	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not applicable

		面積 (平方米) Area (m²)
適意設施 AMENITY FEATURES		
21	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not applicable
22	伸出物，如空調機箱及伸出外牆超過750毫米的平台 Projections such as air-conditioning box and platform with a projection of more than 750mm from the external wall	不適用 Not applicable
其他項目 OTHER ITEMS		
23	庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not applicable
24	其他伸出物 Other projections	不適用 Not applicable
25	公共交通總站 Public transport terminus	不適用 Not applicable
26	共用構築物及樓梯 Party structure and common staircase	不適用 Not applicable
27	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	255.756
28	公眾通道 Public passage	不適用 Not applicable
29	因建築物後移導致的覆蓋面積 Covered set back area	不適用 Not applicable
額外總樓面面積 BONUS GFA		
30	額外總樓面面積 Bonus GFA	不適用 Not applicable

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

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

該發展項目的環境評估及公用部分的預計能量表現或消耗的資料

該發展項目的經批准一般建築圖則不受由建築事務監督發出的《認可人士、註冊結構工程師及註冊岩土工程師作業參考》APP-151規定規限。該發展項目的環境評估及公用部分的預計能量表現或消耗的資料無須呈交建築事務監督，以作為批予總樓面面積寬免的先決條件。

Environmental assessment and information on the estimated energy performance or consumption for the common parts of the Development

The approved general building plans of the Development are not subject to the requirements stipulated in the Practice Note for Authorised Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-151 issued by the Building Authority. Environmental assessment and information on the estimated energy performance or consumption for the common parts of the Development were not required to be submitted to the Building Authority as a prerequisite for the granting of gross floor area concessions.

A 上徑口村及下徑口村的認可墓地

嘉順苑位於上徑口村及下徑口村的認可墓地(下稱「認可墓地」)附近(請參閱第67頁的參考圖)。從嘉順苑部分單位外望,可見有山墳散落於嘉順苑東南面的山坡上。原居民可能會在認可墓地上設立新墳墓,並不時會在附近舉行中國傳統悼念儀式。

B 當地環境

有零散山墳散落於嘉順苑附近的斜坡上(請參閱第67頁的參考圖)。部分嘉順苑單位可能望見該些零散山墳。在嘉順苑附近偶然會見到野生猴子出沒。

C 排水系統

從毗鄰嘉順苑東面及南面的天然山坡及斜坡收集的雨水將經由嘉順苑的排水系統通往政府排水渠。

D 裝修須知

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

E 樓宇結構安全保證

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

保證期

房委會會給予嘉順苑為期十年的樓宇結構安全保證。

嘉順苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

A Permitted Burial Ground of Sheung Keng Hau Village and Ha Keng Hau Village

Ka Shun Court is in the vicinity of the Permitted Burial Ground ("PBG") of Sheung Keng Hau Village and Ha Keng Hau Village (please refer to the reference plan on page 67). Scattered graves on the hillside to the southeast of Ka Shun Court can be seen from some of the flats in Ka Shun Court. There may be erection of new graves on the PBG. Traditional Chinese memorial service by the indigenous villagers may be conducted in the vicinity from time to time.

B Local Environment

Scattered graves are located on the slope in the proximity of Ka Shun Court (please refer to the reference plan on page 67). The scattered graves may be seen from some of the flats in Ka Shun Court. Wild monkeys might occasionally be seen in the vicinity of Ka Shun Court.

C Drainage System

Storm water collected from the adjoining natural terrain and slopes on the east and south sides of Ka Shun Court will be discharged through the drainage system of Ka Shun Court to Government drains.

D Points to Note for Fitting Out

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

E Structural Safety Guarantee

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

Guarantee Period

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

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

保證範圍

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

本保證並不包括以上保證範圍以外的修葺，例如：

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

業主責任

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

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

註：

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

Coverage

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

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

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

Owners' Responsibility

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

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

Notes:

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

F 轉讓限制

買方若在轉讓契據生效後，轉讓或出租其單位，將須按照轉讓契據的條款及《房屋條例》(第283章)的條文及其日後修訂的規定辦理。房委會已經議決不會接納所有在2007年起出售的居屋單位的業主所提出的回購申請，所以本次出售的單位不設回購安排。有關單位業主可選擇向房委會繳付補價後把單位在公開市場轉讓或出租，或把由首次轉讓日期(註1)起計已踏入第三年或以上的單位在「居屋第二市場計劃」下(註2)轉售予合資格人士，而毋須繳付補價。

業主須繳付的補價金額是根據補價時該單位並無轉讓限制的市值，按照該單位首次轉讓契據或最近一次由房委會售予購樓人士的轉讓契據(適用於重售單位)中所訂明的最初市值與當時購買價的差額，依比例計算。換句話說，補價相等於原來樓價的折扣，化為現值計算。

有關補價的計算方法，舉例如下：

- 最初市值 : \$2,000,000
- 當時購買價 : \$1,400,000 (原來樓價的折扣為最初市值的30%)

由於原來樓價的折扣為最初市值的30%，故業主須繳付的補價款項為現行市值的30%。

- 假設現行市值 : \$2,100,000
- 須繳付的補價款項 : \$630,000 (現行市值的30%)

上例中所採用的數據及折扣率旨在示範計算的方法。實際上個別單位於購買時的折扣率須依據買賣協議及轉讓契據中所訂明的最初市值及購買價來計算。居屋單位的售價一經訂定後，於銷售期間將維持不變，而訂定售價的時間和簽訂買賣協議的時間一般約有數月的差距。在這期間，單位的市值會隨市況的轉變而調整。因此，買方簽訂買賣協議時的確實折扣率或會與定價時的折扣率有所不同。補價款項將以該確實的折扣率計算。

有關補價程序，請瀏覽房委會/房屋署網站 (www.housingauthority.gov.hk)。

註：

1. 首次轉讓日期並不是指個別屋苑的落成日期。就本次出售的單位而言，首次轉讓日期是指由房委會第一次將單位售予購樓人士的轉讓契據日期。
2. 「居屋第二市場計劃」是為那些由首次轉讓日期起計已踏入第三年或以上的「居者有其屋計劃」、「私人機構參建居屋計劃」、「綠表置居先導計劃」、「綠表置居計劃」、「租者置其屋計劃」、「重建置業計劃」及「可租可買計劃」單位的業主而設的，使其可在無須繳付補價的情況下，將單位轉售予房委會或香港房屋協會轄下公屋的租戶、房委會轄下中轉房屋的認可居民、獲房委會/市區重建局發給《綠表資格證明書》的人士、房委會「長者租金津貼計劃」的受惠者、持有由房委會簽發有效《保證書》的房屋署屋宇事務助理職系人員、在「白表居屋第二市場計劃」下的成功申請者或其他合資格的人士。

F Alienation Restrictions

A purchaser who wishes to assign or let the flat after the Deed of Assignment comes into effect will be subject to the terms of the Deed of Assignment and the provisions in the Housing Ordinance (Cap. 283) and its subsequent amendments. The HA has resolved that it will decline all buyback offers for HOS flats sold from 2007 onwards and hence no buyback arrangement will be provided to HOS flats sold under the current HOS sale exercise. However, the flat owners have the option to assign or let their flats in the open market subject to payment of premium to the HA or from the third year onwards from the date of first assignment (Note 1) sell their flats to eligible purchasers under the HOS Secondary Market Scheme (Note 2) without payment of premium.

The premium which the owner is required to pay is calculated based on the prevailing market value of the flat without alienation restrictions, and the difference between the purchase price of the flat and its initial market value as specified in the first assignment or latest assignment (for a resale flat) between the HA and the purchaser. In other words, the premium is calculated by applying the original discount of the purchase price to the prevailing market value.

Calculations of the premium are illustrated in the example below:

- Initial market value : \$2,000,000
- Purchase price : \$1,400,000 (original discount of the purchase price at 30% of initial market value)

As the original discount of the purchase price represents 30% of initial market value, the amount of premium payable by the purchaser is 30% of the prevailing market value.

- Assumed prevailing market value : \$2,100,000
- Premium payable : \$630,000 (30% of prevailing market value)

Purchasers should note that the figures and discount rates cited in the above example are for illustration purpose only. The actual discount rates of individual flats should be calculated according to the initial market value and the purchase price specified in the agreement for sale and purchase (ASP) and the assignment. The sale price of HOS flats, once fixed, will remain unchanged throughout the sale period. As there is normally a time lag of a few months between the fixing of the sale price and the signing of the ASP, during which the market value of a flat may fluctuate according to the market conditions, the actual discount rate at the time of signing the ASP may be different from that when the price was fixed. The actual discount will be adopted for calculation of the premium.

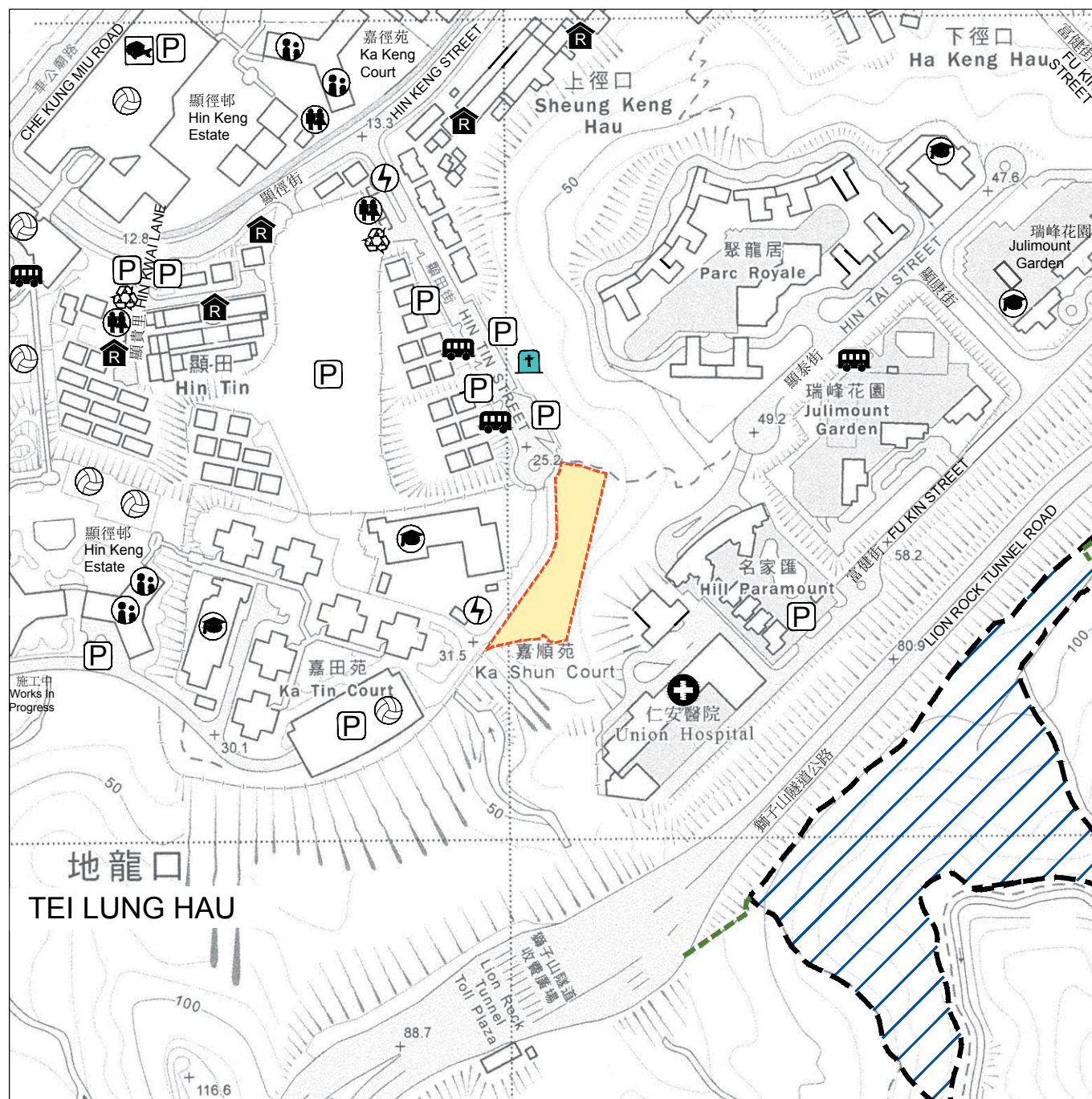
Please refer to the HA/HD website (www.housingauthority.gov.hk) for details of the premium payment procedures.

Notes :

1. The date of first assignment should not be construed as the date of completion of individual court. For flats offered in the current sale exercise, the date of first assignment refers to the date of the first deed of assignment of a particular flat from the HA to a purchaser.
2. The implementation of the HOS Secondary Market Scheme is to allow the owners of flats under the Home Ownership Scheme, Private Sector Participation Scheme, Green Form Subsidised Home Ownership Pilot Scheme, Green Form Subsidised Home Ownership Scheme, Tenants Purchase Scheme, Mortgage Subsidy Scheme and Buy or Rent Option to sell their flats without the need for payment of premium from the third year onwards from the date of first assignment to tenants of public rental housing estates under the HA or the Hong Kong Housing Society, authorised residents of Interim Housing under the HA, holders of Green Form Certificates issued by the HA/Urban Renewal Authority, recipients of Rent Allowance for the Elderly Scheme, Housing Department Estate Assistant grade staff who are holders of the Letter of Assurance issued by the HA, successful applicants under the scheme of "White Form Secondary Market Scheme" or other eligible persons.

32 發展項目的當地環境參考圖

Reference Plan for Local Environment of the Development



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



嘉順苑
Ka Shun Court

圖例 NOTATION

	零散山墳所在斜坡 Slope with Scattered Graves		公廁 A Public Convenience
	醫院 A Hospital		公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)
	垃圾收集站 A Refuse Collection Point		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)
	市場 (包括濕貨市場及批發市場) A Market (including a Wet Market and a Wholesale Market)		學校 (包括幼稚園) A School (including a Kindergarten)
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		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)
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	認可墓地 Permitted Burial Ground		連接上徑口村及下徑口村的認可墓地的現有行人路 Existing footpath connecting to the Permitted Burial Ground of Sheung Keng Hau Village & Ha Keng Hau Village

此參考圖參考日期為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 Reference 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。

Note:

The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

網址 WEBSITE

www.housingauthority.gov.hk/hos/2019/KaShun

發展項目及其周邊地區日後可能出現改變。

There may be future changes to the Development and the surrounding areas.

印製日期：2019年9月26日

Printing Date: 26 September 2019

