

圖例 NOTATION

BATH	浴室	Bathroom
H.R.	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
BAL	露台	Balcony
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct
	簷篷 / 平台	Canopy / Flat Roof
	罩屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.750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(6、11、12、13及14號單位除外)。
6、11、12、13及14號單位的住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。
2. 消防喉轆位於上面部分，部分水錶櫃位於其下面部分。

1. The floor-to-floor height of each residential property is 2.750m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flats 6, 11, 12, 13 and 14) .
The thicknesses of the floor slabs (excluding plaster) of Flats 6, 11, 12, 13 and 14 are 130mm, 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Notes:

1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Hose Reel is at high level, part of the Water Meter Cupboard is located at the low level.

2樓 - 35樓平面圖

2/F - 35/F Floor Plan



比例尺 SCALE: 0 5 (米) (m)

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W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct

1. 每個住宅物業的層與層之間的高度為2.750米(35樓除外)。
35樓每個住宅物業的層與層之間的高度為2.790米及2.965米。
2. 2樓至34樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(6、11、12、13及14號單位除外)。
2樓至34樓6、11、12、13及14號單位的住宅物業的樓板(不包括灰泥)的厚度為130毫米、160毫米及215毫米。
35樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(6、11、12、13及14號單位除外)。
35樓6、11、12、13及14號單位的住宅物業的樓板(不包括灰泥)的厚度為200毫米、375毫米及450毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註:

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。
2. 消防喉轆位於上面部分,部分水錶櫃位於其下面部分。
3. 繫樑只設於3、6、9、12、15、18、21、24、27、30及33樓。
4. 減壓掣只設於2、5、13、15及21樓。

1. The floor-to-floor height of each residential property is 2.750m (except 35/F).
The floor-to-floor height of each residential property on 35/F is 2.790m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 2/F to 34/F are 160mm and 215mm (except Flats 6, 11, 12, 13 and 14).
The thicknesses of the floor slabs (excluding plaster) of Flats 6, 11, 12, 13 and 14 on 2/F to 34/F are 130mm, 160mm and 215mm.
The thicknesses of the floor slabs (excluding plaster) of each residential property on 35/F are 200mm and 375mm (except Flats 6, 11, 12, 13 and 14).
The thicknesses of the floor slabs (excluding plaster) of Flats 6, 11, 12, 13 and 14 on 35/F are 200mm, 375mm and 450mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Notes:

1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Hose Reel is at high level, part of the Water Meter Cupboard is located at the low level.
3. Tie Beams at 3/F, 6/F, 9/F, 12/F, 15/F, 18/F, 21/F, 24/F, 27/F, 30/F and 33/F only.
4. Pressure Reducing Valve at 2/F, 5/F, 13/F, 15/F and 21/F only.

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 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1樓-35樓 1/F-35/F	1, 2	42.3 (455) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	3	26.0 (280) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	4	25.6 (276) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	5	35.5 (382) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	6, 11	39.6 (426) 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	7, 8, 9	26.3 (283) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	10	27.3 (294) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

物業的描述 Description of Residential Property		實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1樓 – 35樓 1/F – 35/F	12, 13	38.6 (415) 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	14	39.4 (424) 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	15, 18, 20, 21	35.4 (381) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	16, 17	34.5 (371) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	19	36.4 (392) 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

	地界	Lot Boundary
P	花槽	Planter

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W)(m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 露天汽車停車位 Open Car Parking Spaces	25	5.0 X 2.5	12.50
 有蓋汽車停車位 Covered Car Parking Spaces	3	5.0 X 2.5	12.50
 露天汽車停車位(部分有蓋) Open Car Parking Spaces (Partially Covered)	9	5.0 X 2.5	12.50
 露天暢通易達汽車停車位 Open Accessible Parking Space	1	5.0 X 2.5	12.50
 露天單車停車位 Open Bicycle Parking Spaces	49	1.9 X 0.64	1.22
 露天電單車停車位 Open Motorcycle Parking Spaces	5	2.4 X 1.0	2.40
 露天電單車停車位(部分有蓋) Open Motorcycle Parking Spaces (Partially Covered)	2	2.4 X 1.0	2.40
 露天上落客貨停車位 Open Loading / Unloading Bay	1	12.0 X 3.5	42.00
 有蓋垃圾車預留停車位 Covered Loading / Unloading Space reserved for Refuse Collection Vehicle	1	12.0 X 5.0	60.00

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臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該地段」及「屋苑」的地方、系統、裝置與設施，包括但不限於緊急車輛通道、車輛通道、緊急車輛通道及車輛通道的燈柱及避雷裝置、技工工場、屋苑管理處、業主立案法團辦事處、潔淨服務承辦商辦事處、「屋苑」入口的柵欄、垃圾收集車專用停車位、垃圾及物料回收室、廢物收集站、維修平台、物料回收室、消防喉轆(「住宅大廈公用地方與設施」部分除外)、電錶櫃、儲物室(「住宅大廈公用地方與設施」部分除外)、外牆(附屬於「住宅大廈」(如有者)除外)、行人通道(「住宅大廈公用地方與設施」部分除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以**橙色**及**橙色加黑交叉斜線**顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該地段」及「屋苑」附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬於任何公用事業公司及電訊及廣播服務提供者的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用專有地方和「屋苑」內只為任何個別業主提供服務的設施。

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the Lot and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to Emergency Vehicular Access, driveway, lamp poles and lighting fittings for the Emergency Vehicular Access and driveway, artisan's workshop, estate management office, owners' corporation office, cleansing contractor's office, the drop gate at the entrance of the Estate, loading/unloading space reserved for refuse collection vehicle, refuse storage and material recovery chamber, junk collection point, maintenance platform, material recovery chamber, hose reel (excluding those forming part of Residential Block Common Areas and Facilities), electrical meter cupboard, store room (excluding those forming part of Residential Block Common Areas and Facilities), external walls (other than those pertaining to the Residential Block (if any)), walkways (excluding those forming part of Residential Block Common Areas and Facilities), and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured **orange** and **orange cross hatched black** (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the Lot and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Authority, in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner;

「住宅大廈公用地方與設施」指包括但不限於綠化區域、於氣體錶前的氣體喉管、「該租契」第3.17(a)條所規定之露天空間、簷篷(停車場及「屋苑公用地方與設施」部分除外)、橫向板、走廊、花槽、管道槽、管道槽房、集水坑、地面層大堂、上落客貨停車位、單車停車位、入口、保安員櫃位、保安員及管理員洗手間、儲物室(「屋苑公用地方與設施」部分除外)、郵件分發房、水錶櫃、檢測水錶櫃、電錶房、錶房、變壓器房、電纜容納裝置及相關設施、食水及沖廁水泵房、消防入水掣、電訊及廣播設備室、總電掣房、繫樑、平台、隔聲簷、隔聲簷突出屏、罩屋、應急發電機房、電訊及特低壓機房、垃圾及物料回收房、消防喉轆(「屋苑公用地方與設施」部分除外)、通風管道房、電纜管道房、通風管道房上蓋、消防中途泵房、食水增壓泵房、升降機機房、升降機槽、升降機井底坑、升降機、升降機大堂、樓梯、食水水缸、食水聚水缸、沖廁水水缸、沖廁水聚水缸、沖廁水水缸上蓋、花灑水缸、行人通道(「屋苑公用地方與設施」部分除外)、消防水缸、消防聚水缸、消防控制閥門房、兒童遊樂場、附屬於「住宅大廈」的外牆包括例如住宅單位外的冷氣機罩、非結構預組外牆(以資識別在圖則以"PF"顯示)、加闊公用走廊及升降機大堂、「住宅大廈」內的保安系統與器具及公用天線廣播分導系統、即現於「公契」所夾附圖則分別以棕色、棕色加黑斜線及棕色加黑交叉斜線顯示(只要該等地方、系統、裝置與設施可在圖則辨識)以資識別的範圍；以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬於任何公用事業公司及電訊及廣播服務提供者的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

“Residential Block Common Areas and Facilities” shall mean and include but not limited to the greenery areas, Gas Pipe Before Meter, open space as required under Clause 3.17(a) of the said lease, canopies (excluding those forming part of Car Parks and Estate Common Areas and Facilities), horizontal screens, corridors, planters, pipe ducts, pipe duct rooms, sump pit, ground floor lobby, loading and unloading bay, bicycle parking spaces, entrance, guard counter, lavatory for watchmen and management staff, store room (excluding those forming part of Estate Common Areas and Facilities), mail delivery room, water meter cupboards, check water meter cupboards, electrical meter rooms, meter rooms, transformer room, cable accommodations and associated facilities, fresh and flush water pump room, fire services inlet, telecommunications and broadcasting equipment room, main switch room, tie beams, flat roofs, acoustic fins, acoustic fin projected panels, dog houses, emergency generator room, telecommunications and extra low voltage rooms, refuse storage and material recovery rooms, hose reels (excluding those forming part of Estate Common Areas and Facilities), vent duct rooms, cable duct rooms, flat roof of vent duct room, fire services upfeed and booster pump room, fresh water booster pump room, lift machine room, lift shafts, lift pits, lifts, lift lobbies, staircases, fresh water tanks, fresh water sump tank, flush water tanks, flush water sump tank, top of flush water tank, sprinkler water tank, walkways (excluding those forming part of Estate Common Areas and Facilities), fire services water tank, fire services water sump tank, fire service control valve room, children's play area, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, the non-structural prefabricated external walls (which are for the purpose of identification only marked "PF" on the plans annexed hereto), wider common corridors and lift lobbies, 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, brown hatched black** and **brown cross hatched black** (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Block Common Areas and Facilities by the Authority 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, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner;

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
1樓 – 35樓 1/F – 35/F	1, 2	63/37,835
	3, 4	38/37,835
	5	53/37,835
	6, 11	59/37,835
	7, 8, 9	39/37,835
	10	40/37,835
	12, 13	57/37,835
	14	58/37,835
	15, 18, 20, 21	52/37,835
	16, 17	51/37,835
	19	54/37,835

C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)及「公契」內有關終止委任的條文另有規定,「房委會」應負責「該地段」及「屋苑」之管理,首屆任期為「屋苑」的「公契」生效日期起計二十四(24)個曆月或直至「業主立案法團」成立為止(以較早者為準),及必須繼續擔任「經理人」,直至「房委會」的任命按照「公契」條款終止為止。

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

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

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

- (1) 每名「業主」均須每月繳付「經理人」釐定的月費，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」按照「公契」條文制定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：

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

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

樓層 Floor	單位 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
1樓 – 35樓 1/F – 35/F	1, 2	63/37,825
	3, 4	38/37,825
	5	53/37,825
	6, 11	59/37,825
	7, 8, 9	39/37,825
	10	40/37,825
	12, 13	57/37,825
	14	58/37,825
	15, 18, 20, 21	52/37,825
	16, 17	51/37,825
	19	54/37,825

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」的最新擬稿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，亦可在房委會就出售錦暉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 latest draft 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 Kam Fai Court.

16 批地文件的摘要

Summary of Land Grant

位於沙田市地段第619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日期為2018年7月27日，經修訂書修改，日期為2019年5月8日（下稱「該租契」）。

1 發展項目位於沙田市地段第619號（下稱「該地段」）。

「該地段」的批租年期為50年，由2018年7月27日起計（下稱「批租年期」）。

2 「該租契」條款第3.3條訂明：

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

3 「該租契」條款第3.7條訂明：

「承租人」須在「批租年期」內每當有需要時承擔、支付及給予就製造、建築、維修及修改「該地段」或其任何部分所需或在其內或屬於其並與其它附近或毗鄰的樓宇共用的所有或任何道路、巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。該份數及部分將由「署長」指定及決定（其決定為最終決定及對「承租人」具約束力）及由地政總署署長（下稱「署長」）以未付之地租形式收回。

4 「該租契」條款第3.13條訂明：

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

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. 619 is dated the 27th day of July 2018 as modified by the Letter of Modification dated 8 May 2019 ("the Lease").

1 The Development is situated on Sha Tin Town Lot No. 619 ("the Lot").

The Lot is granted for a term of 50 years commencing from the 27th day of July 2018 ("the Lease Term").

2 Clause No. 3.3 of the Lease stipulates that:

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

3 Clause No. 3.7 of the Lease stipulates that:

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

4 Clause No. 3.13 of the Lease stipulates that:

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

5 「該租契」條款第3.14(c)及(d)條訂明：

(c) 根據「該租契」的第3.14(a)條，「承租人」可在「該地段」豎立、提供及維持令「署長」滿意的下列設施，其總樓面面積不得超過220平方米：

- i. 技工工場、潔淨服務承辦商辦事處、屋苑管理處、蔭棚及室內多感官展板以及經「署長」書面批准的其他設施；
- ii. 根據「該租契」第3.21條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款和(a)(v)款或其任何部分所提供的停車位及經「署長」書面批准於地面提供其他用於服務有蓋停車位的地方以及有關停車場管理或控制或服務該停車場的設施或其他設施、「署長」對於何謂構成「地面」的決定對「承租人」具有約束力。為計算根據第3.14(c)(ii)條下有關上述停車位或其任何部分及其他用於服務有蓋停車位的地方的總樓面面積，只有50%的停車位或其部分及其他用於服務有蓋停車位的地方須被納入計算。

(d) 承租人可以在「該地段」上豎立或建造合適管理和維護開發「該地段」所需的其他設施，包括：

- i. 業主委員會或業主立案法團辦公室，總樓面面積不超過50平方米；
- ii. 辦公室、工場或服務室、保安員櫃位及洗手間，以作物業管理用途，總樓面面積不超過69平方米；

為避免疑問，在計算「該租契」第3.14條(a)款的總樓面面積時，不應考慮「該租契」第3.14條(d)款提供的地方。

6 「該租契」條款第3.15條訂明：

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

7 「該租契」條款第3.16條訂明：

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

5 Clause No. 3.14(c) and (d) of the Lease stipulates that:

(c) Subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee may erect, provide and maintain within the Lot in all respects to the satisfaction of the Director the following facilities having a total gross floor area of not exceeding 220 square metres:

- i. artisan's workshop, cleansing contractor's office, estate management office, pergola, multi-sensory map with shelter and such other facility or facilities as may be approved by the Director in writing;
- ii. parking spaces to be provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of Clause No. 3.21 of the Lease or part or parts thereof and other areas serving such parking spaces within covered area at ground level and the ancillary facilities for carpark management or control or serving the carpark or such other facilities as may be approved by the Director in writing, the decision of the Director as to what constitutes the ground level shall be binding on the Lessee. For the purpose of calculating the total gross floor area of the aforesaid parking spaces or part or parts thereof and other areas serving such parking spaces within covered area at ground level under sub-clause (c)(ii) of Clause No. 3.14 of the Lease, only 50% of such parking spaces or part or parts thereof and other areas serving such parking spaces within covered area at ground level shall be taken into account.

(d) The Lessee may erect or construct on the Lot other facilities which are required for the proper management and maintenance of the development on the Lot including:

- i. office for use by Owner's Committee or Owners' Corporation having a total gross floor area of not exceeding 50 square metres; and
- ii. offices, workshops or service rooms, guard counter and toilet for estate management purposes having a total gross floor area of not exceeding 69 square metres;

for the avoidance of doubt, space provided in accordance with sub-clause (d) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease.

6 Clause No. 3.15 of the Lease stipulates that:

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

7 Clause No. 3.16 of the Lease stipulates that:

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

8 「該租契」條款第3.17(a)至(f)條訂明：

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於2,264平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該地段」及平台(如有)未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
- (i) 在「該地段」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.17條(a)款提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。
- (ii) 「該租契」條款第3.17條(b)(i)款所指百分之二十的面積中有不少於百分之五十(下稱「該可見或可前往的綠化地方」)須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該地段」的人可以前往「該可見或可前往的綠化地方」。
- (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。
- (c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：
- (i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.17條(b)款所指的百分之二十面積；
- (ii) 何謂「該租契」條款第3.17條(b)款所指的地面水平；以及
- (iii) 何謂「該租契」條款第3.17條(a)款所指的休憩空間。
- (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「該地段」內按「該租契」條款第3.17條(b)(i)款提供的面積之百分比可較所規定的為低。
- (f) 根據「該租契」條款第3.17條提供的休憩空間及進行環境美化工程的地方，須被指定為並構成「該租契」條款第3.19(a)(v)條所指的「公用地方」的其中一部分。

8 Clause No. 3.17(a) to (f) of the Lease stipulates that:

- (a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 2,264 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 Lot and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the Lot and podium (if any) not built upon in compliance with the following requirements:
- (i) Not less than 20% of the area of the Lot shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under sub-clause (a) of Clause No. 3.17 of the Lease and with landscaping works shall be taken into account in calculation the 20%.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of Clause No. 3.17 of the Lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.
- (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
- (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in sub-clause (b) of Clause No. 3.17 of the Lease;
- (ii) as to what constitutes the ground level referred to in sub-clause (b) of Clause No. 3.17 of the Lease; and
- (iii) as to what constitutes open space referred to in sub-clause (a) of Clause No. 3.17 of the 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 Lot as required under sub-clause (b)(i) of Clause No. 3.17 of the Lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.17 shall be designated as and form part of the Common Areas referred to in Clause No. 3.19(a)(v) of the Lease.

9 「該租契」條款第3.21(a)至(g)條訂明：

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：
- (i) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住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35，除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；
 - (ii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為7而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；
 - (iii) 供停泊屬於「該地段」已建或擬建的建築物內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，單車停車位數目須為49；
 - (iv) 1個供殘疾人士(按《道路交通條例》及其下的規例及任何修訂法例所界定)停泊屬於「該地段」已建或擬建的建築物內的住客或佔用人及其真正賓客和訪客的汽車停車位。提供的停車位須位於經「署長」書面批准的位置和樓層，其尺寸須按屋宇署或「署長」酌情決定；及
 - (v) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物內的住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；及

9 Clause No. 3.21(a) to (g) of the Lease stipulates that:

- (a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director:
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 35 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 Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 7 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
 - (iii) spaces for the parking of bicycles belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 49;
 - (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 Lot and their bona fide guests and visitors. The space 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 Lot 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;

- (b) 根據「該租契」條款第3.21條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款、(a)(v)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客用途的停車位及供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客用途的停車位的數目須為1，而供垃圾收集車作裝卸用途的停車位，除非另行獲得「署長」的書面同意，數目須為1。除非另行獲得「署長」的書面同意，每個停車位尺寸最少須為3.5米寬及12.0米長而樓底高度最少須為4.7米，及不得用作供汽車作上落裝卸用途以外的目的；尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米，及不得用作與「該地段」已建或擬建的建築物的垃圾收集車有關以外的目的。
- (d) 就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言：
- (i) 以下面積不應該納入計算：
- (I) 於地面水平以下提供的「該租契」條款第3.21條(a)(i)款、(a)(ii)款、(a)(iv)款及(a)(v)款所述的停車位；及
- (II) 於地面水平或地面水平以下提供的「該租契」條款第3.21條(c)款所述的停車位；
- (III) 按「該租契」條款第3.21條(a)(iii)款提供的地方；及
- (ii) 於地面水平以下提供的「該租契」條款第3.21條(a)(i)款、(a)(ii)款、(a)(iv)款及(a)(v)款所述的停車位或於地面水平或地面水平以下提供的「該租契」條款第3.21條(c)款所述的停車位的百分之五十連同其他面積(包括但不限於供該等停車位使用的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)的百分之五十應計入「該租契」條款第3.14條(a)款所指的總樓面面積，「署長」的決定為最終決定並對「承租人」具約束力。
- (b) 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 Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and spaces for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be one and the number of spaces for the loading and unloading of refuse collection vehicles 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 12.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles and minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease,
- (i) there shall not be taken into account
- (I) the spaces provided in accordance with sub-clauses (a)(i), (ii), (iv) and (v) of Clause No. 3.21 of the Lease if they are provided below ground level; and
- (II) the spaces provided in accordance with sub-clause (c) of Clause No. 3.21 of the Lease if they are provided at or below ground level;
- (III) the spaces provided in accordance with sub-clause (a)(iii) of Clause No. 3.21 of the Lease; and
- (ii) if the spaces provided in accordance with sub-clauses (a)(i), (ii), (iv) and (v) of Clause No. 3.21 of the Lease are provided at or above ground level or the spaces provided in accordance with sub-clause (c) of Clause No. 3.21 of the Lease are provided above ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.

- (e) 儘管有「該租契」條款第3.21條(d)(ii)款的規定，在「承租人」向「署長」繳交「署長」所決定的補地價及行政費的情況下，「署長」可憑其酌情權將「該租契」條款第3.21條(d)(ii)款所述之任何停車位及面積從「該租契」條款第3.14條(a)款所指的總樓面面積的計算中剔除，「署長」的決定為最終決定並對「承租人」具約束力。
- (f) 就「該租契」條款第3.21條而言，何謂地面水平或任何停車位是否位於地面水平或其以上或以下將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。
- (g) 按「該租契」條款第3.21條(a)(iii)款和(c)款於「該地段」提供的停車位須指定為「公用地方」。

10 「該租契」條款第3.25(a)至(d)條訂明：

- (a) 除非事先得「署長」書面同意，否則不得在「該租契」附圖上粉紅色加黑斜線的渠務專用範圍(下稱「渠務專用範圍」)上、上方、下面、之上、之下或之內豎設、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物件。除非汽車可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。「署長」就何謂可隨時駛走的汽車的決定為最終決定，並對「承租人」具約束力。
- (b) 任何可能阻塞「該租契」條款第3.25條(c)款所指的「公用設施」或引致其超出荷載的物件或物料，不論性質為何，都不得放置於「渠務專用範圍」之內。倘若「署長」認為(其意見為最終意見，並對「承租人」具約束力)「渠務專用範圍」內有物件或物料可能會阻塞「公用設施」或引致其超出荷載，「署長」有權以書面通知要求「承租人」以各方面均令其滿意的方式自費拆卸或移除該等物件或物料，並恢復「渠務專用範圍」的原狀。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，或情況緊急，「署長」可進行其認為必須的移除、拆卸及恢復原狀工程，「承租人」須按要求向政府支付該等工程的費用。

- (e) Notwithstanding sub-clause (d)(ii) of Clause No. 3.21 of the Lease, the Director at his sole discretion may subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (d)(ii) of Clause No. 3.21 of the Lease from the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 3.21 of the Lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.
- (g) The spaces provided within the Lot in accordance with sub-clauses (a)(iii) and (c) of Clause No. 3.21 of the Lease shall be designated as and form part of the Common Areas.

10 Clause No. 3.25(a) to (d) of the Lease stipulates that:

- (a) Except with the prior written consent of the Director, no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink hatched black on the plan annexed to the Lease (hereinafter referred to as "the Drainage Reserve Area"). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Area. The decision of the Director as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.
- (b) No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in sub-clause (c) of Clause No. 3.25 of the Lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Lessee, at the Lessee's expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

- (c) 政府、「署長」、其授權的人員、承辦商及工人，不論是否備有工具、設備、機器或汽車，均獲保留權利不受限制自由隨時進出或返回「該地段」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，以及進行政府、「署長」、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務(下稱「公用設施」)。
- (d) 政府、「署長」、其授權的人員、承辦商及工人不會為「承租人」行使「該租契」條款第3.25條(b)款及(c)款所賦予的權利所引起或附帶引起而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」亦不得就任何該等損失、損害、滋擾或干擾向政府或上述人士提出索償，因行使上述權利和權力而須將挖掘的坑道恢復原狀的情況除外。

11 「該租契」條款第3.26(a)至(h)條訂明：

- (a) 除於「該租契」條款第3.26條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；

- (c) There is reserved unto the Government and the Director, its or their duly authorised officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as "the Utilities") which the Government, the Director, its or their officers, contractors and workmen may require or authorise.
- (d) The Government, the Director, its or their officers, contractors and workmen 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 by it or them of the rights conferred under sub-clauses (b) and (c) of Clause No. 3.25 of the Lease and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

11 Clause No. 3.26(a) to (h) of the Lease stipulates that:

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.26 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;

- (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件（包括繳付行政費（如被要求時））；
 - (iv) 每份根據「該租契」條款第3.26(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.26條所載的條款及條件限制；以及
 - (v) 倘若「業主」於「首次轉讓契據」日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。
- (d) 於「期間」屆滿後：
- (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費（如被要求時）；以及
 - (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第3.26(a)條有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件（包括但不限於繳付行政費（如被要求時））的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.26(d)條向「承租人」繳付「補價」後，「該租契」條款第3.26條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in his sole and absolute discretion to buy such residential flat;
 - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in his sole and absolute discretion are observed and complied with;
 - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 3.26 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorised by the Lessee in his sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.26 of the Lease; and
 - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (d) After the expiry of the Period,
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
 - (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding sub-clause (a) of Clause No. 3.26 of the Lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 3.26 of the Lease, Clause No. 3.26 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.

- (g) 就「該租契」條款第3.26條而言：
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
 - (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
 - (iii) 「承租人」一詞不包括其受讓人；
 - (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
 - (v) 「業主」指獲「承租人」根據「該租契」條款第3.18(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.26條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
 - (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；
 - (vii) 「補價」指由房屋署署長釐定的款額（其釐定為最終決定及對「住宅單位」的「業主」具約束力），該款額須根據以下公式計算：
- $$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$
- 就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；
- (viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及
 - (ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。
- (h) 儘管「該租契」條款第3.26條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.26條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

- (g) For the purposes of Clause No. 3.26 of the Lease:
- (i) “eligible purchaser” means a person who has been certified by the Lessee to be eligible for the purchase of a residential flat or any interest therein;
 - (ii) “First Assignment” means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
 - (iii) the expression “Lessee” excludes its assigns;
 - (iv) “Initial Market Value” means the market value of the residential flat as specified in the First Assignment;
 - (v) “owner” means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 3.18(a) of the Lease; and for the purpose of Clause No. 3.26 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
 - (vi) “Period” means a period of 10 years after the date of the First Assignment;
 - (vii) “Premium” means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula:
- $$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$
- whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;
- (viii) “Purchase Price” means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and
 - (ix) “residential flat” means a residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 3.26 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.26 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

12 「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「該地段」的使用、「該地段」或其任何部分的建設或重建、在該地段進行的任何活動或「承租人」在「該地段」進行的任何其他工程(不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾)而對任何相鄰或毗連土地或「該地段」造成的任何損壞或土壤和地下水污染所引致的一切法律行動、訴訟、責任、要求、費用、開支、損失(不論財務或其他)及索償(不論任何及如何引致)在此對政府作出彌償，並使政府持續得到彌償。

13 「該租契」條款第4.3條訂明：

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

14 「該租契」條款第4.4條訂明：

除非獲「署長」事先書面同意，「承租人」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

15 「該租契」條款第4.5(a)至(d)條訂明：

(a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持「該地段」、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使「署長」滿意。

12 Clause No. 4.2 of the Lease stipulates that:

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

13 Clause No. 4.3 of the Lease stipulates that:

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

14 Clause No. 4.4 of the Lease stipulates that:

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

15 Clause No. 4.5(a) to (d) of the Lease stipulates that:

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the Lot, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並對上述塌方、山泥傾瀉或地陷造成政府、他的代理人及承建商承受、遭受或產生的一切費用、收費、損害賠償、要求及追討作出彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養「該地段」、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求、並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

16 「該租契」條款第4.6條訂明：

未經「署長」的事先書面批准，不得在「該地段」使用碎石設備。

17 「該租契」條款第4.7(a)至(b)條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業(下稱「政府的物業」)，「承租人」須自費清理該等「廢料」並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所產生的一切訴訟、索償及要求對政府作出彌償。
- (b) 儘管「該租契」條款第4.7條(a)款有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理「廢料」並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

- (b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the Lot, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

16 Clause No. 4.6 of the Lease stipulates that:

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

17 Clause No. 4.7(a) to (b) of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of Clause No. 4.7 of the Lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

18 「該租契」條款第4.8條訂明：

「承租人」須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下統稱「工程」)期間，採取或促使他人採取一切適當及充分的處理、技巧及預防措施，避免損壞、干擾或阻礙位於、跨越、低於或毗鄰「該地段」或其中部分的任何政府或其他的現有排水渠、水道或渠道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用服務設施或任何其他工程或裝置(以下統稱「服務設施」)。「承租人」在進行上述任何「工程」之前，須進行或促使他人進行適當的調查及必要的查詢，確定任何「服務設施」的現況及水平位置，並須向「署長」提交處理任何可受「工程」影響的「服務設施」的書面建議，以待全面審批，及不得在取得「署長」對「工程」及上述建議作出的書面批准之前進行該等工程。「承租人」須履行「署長」於批准上述建議時對「服務設施」施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。「承租人」必須自費支付在一切方面維修、彌補及修復因上述「工程」對「該地段」或其中部分或任何「服務設施」所造成的任何損壞、干擾或阻塞，使「署長」滿意(除非「署長」另作選擇，明渠、污水渠、雨水渠或總水喉之修復須由「署長」進行，「承租人」須在要求時向政府支付該等工程的費用)。如果「承租人」未能對「該地段」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

19 「該租契」條款第4.9(a)至(b)條訂明：

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

18 Clause No. 4.8 of the Lease stipulates that:

The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot or any part thereof (hereinafter collectively referred to as "the Services"). The Lessee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit its proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Lessee shall comply with and at its own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Lessee shall at its own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

19 Clause No. 4.9(a) to (b) of the Lease stipulates that:

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

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

20 「該租契」條款第4.10條訂明：

「承租人」特此確認「該地段」可能位於海綿狀大理石之下，並接受在「該地段」在開發或重建時，將需要進行廣泛的岩土工程調查。「承租人」進一步接受，此類調查可能顯示，「該地段」可能需要依靠具經驗的岩土工程師高度參與其岩土方面的設計和監督工程。「承租人」特此確認，所有因任何岩土工程勘察、設計工程、施工、監督或任何其他事項而產生的任何成本、收費、費用或其他開支將完全由「承租人」負責，「承租人」進一步確認政府無須應承就此等成本、收費、費用或其他開支承擔任何責任。

21 「該租契」條款第5.3(a)至(c)條訂明：

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

(b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

20 Clause No. 4.10 of the Lease stipulates that:

The Lessee hereby acknowledges that the Lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the Lot extensive geotechnical investigation will be required. The Lessee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the Lot. The Lessee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely its own responsibility and the Lessee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

21 Clause No. 5.3(a) to (c) of the Lease stipulates that:

(a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「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5.3條(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任何索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

22 「該租契」條款第5.5條訂明：

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

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

22 Clause No. 5.5 of the Lease stipulates that:

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

註：

1. 請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。
2. 「該租契」附圖的副本摘錄於第50頁供參考。

Notes:

1. For full details of the above provisions and other provisions in the Lease, please refer to the Lease. Full script of the Lease is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.
2. A copy of the plan annexed to the lease is extracted on page 50 for reference.

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 渠務專用範圍

(i) 「批地文件」的有關條文

「該租契」條款第3.25(a)至(d)條訂明：

- (a) 除非事先得到「署長」書面同意，否則不得在「該租契」附圖上粉紅色加黑斜線的渠務專用範圍(下稱「渠務專用範圍」)上、上方、下面、之上、之下或之內豎設、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物件。除非汽車可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。「署長」就何謂可隨時駛走的汽車的決定為最終決定，並對「承租人」具約束力。
- (b) 任何可能阻塞「該租契」條款第3.25條(c)款所指的「公用設施」或引致其超出荷載的物件或物料，不論性質為何，都不得放置於「渠務專用範圍」之內。倘若「署長」認為(其意見為最終意見，並對「承租人」具約束力)「渠務專用範圍」內有物件或物料可能會阻塞「公用設施」或引致其超出荷載，「署長」有權以書面通知要求「承租人」以各方面均令其滿意的方式自費拆卸或移除該等物件或物料，並恢復「渠務專用範圍」的原狀。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，或情況緊急，「署長」可進行其認為必須的移除、拆卸及恢復原狀工程，「承租人」須按要求向政府支付該等工程的費用。
- (c) 政府、「署長」、其授權的人員、承辦商及工人，不論是否備有工具、設備、機器或汽車，均獲保留權利不受限制自由隨時進出或返回「該地段」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，以及進行政府、「署長」、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務(下稱「公用設施」)。

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

1. DRAINAGE RESERVE AREA

(i) Relevant Provisions of the Land Grant

Clause No. 3.25(a) to (d) of the Lease stipulates that:

- (a) Except with the prior written consent of the Director, no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink hatched black on the plan annexed to the Lease (hereinafter referred to as "the Drainage Reserve Area"). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Area. The decision of the Director as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.
- (b) No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in sub-clause (c) of Clause No. 3.25 of the Lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Lessee, at the Lessee's expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.
- (c) There is reserved unto the Government and the Director, its or their duly authorised officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as "the Utilities") which the Government, the Director, its or their officers, contractors and workmen may require or authorise.

- (d) 政府、「署長」、其授權的人員、承辦商及工人不會為「承租人」行使「該租契」條款第3.25條(b)款及(c)款所賦予的權利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」亦不得就任何該等損失、損害、滋擾或干擾向政府或上述人士提出索償，因行使上述權利和權力而須將挖掘的坑道恢復原狀的情況除外。

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(bd)項，「經理人」具有權力、職能和責任以令「署長」滿意的方式拆除或拆卸「該租契」第3.25條所載「渠務專用範圍」（以下簡稱「渠務專用範圍」）上任何可能阻塞「該租契」條款第3.25條所指的「公用設施」或引致其超出荷載的物件或物料並恢復該處的原貌。
- ii. 根據「公契」第二附錄B部分第(d)條，「屋苑」每份「不分割份數」和持有、使用、佔用與享用「屋苑」的有關部分的專有權是受限於「政府」、「署長」及其正式授權的人員、承辦商及工人時刻均享有不受限制及自由的權利，單獨或攜帶工具、設備、機器或駕車與否，通行、進出及往返「該地段」或其任何部分，以檢驗、鋪設、維修、修理及更新任何或所有排水渠、污水渠、排水設施及所有其他服務以及貫越、橫跨「渠務專用範圍」或位於該處下方的其他服務裝置，以及執行「政府」、「署長」或其人員、承辦商及工人依照「該租契」第3.25條指定或授權進行的任何其他為檢驗、鋪設、修理、維修、及更新任何或所有上述排水渠、污水渠、排水設施及所有其他服務而有需要的工程。

- (d) The Government, the Director, its or their officers, contractors and workmen 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 by it or them of the rights conferred under sub-clauses (b) and (c) of Clause No. 3.25 of the Lease and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

(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.

- i. Pursuant to Clause 18(bd) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to demolish or remove the objects and materials of whatever nature which may obstruct access or cause excessive surcharge to the Utilities referred to in Clause 3.25 of the Lease and to reinstate the Drainage Reserve Area referred to in Clause 3.25 of the Lease ("the Drainage Reserve Area") to the satisfaction of the Director of Lands.
- ii. Pursuant to Clause (d) 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 unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof in favour of the Government, the Director of Lands, its or their duly authorised officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles for the purposes of inspecting, laying, maintaining, repairing and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services which the Government, the Director of Lands, its or their officers, contractors and workmen may require or authorise in accordance with Clause 3.25 of the Lease.

2. 排水渠及渠道

(i) 「批地文件」的有關條文

「該租契」條款第4.9(a)至(b)條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(i)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當：
- (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、總水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。
- (2) 不論位於「該地段」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令「署長」滿意的排水渠和渠道。

2. DRAINS AND CHANNELS

(i) Relevant Provisions of the Land Grant

Clause No. 4.9(a) to (b) of the Lease stipulates that:

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

(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.

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

- ii. 根據「公契」第四節第18條第(ax)項，「經理人」具有權力、職能與責任以「署長」滿意的方式保養排渠及渠道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最接近的水道、集水井、渠道或政府雨水渠。
 - iii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」條款第4.9(a)條所指的排水渠及渠道。
 - iv. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.3(c)條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
 - v. 根據「公契」第七節第51(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)，以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務(專為「住宅大廈」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
 - vi. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
 - vii. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使本「公契」或「副公契」(如
- ii. Pursuant to Clause 18(ax) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the Lot to the satisfaction of the Director.
 - iii. Pursuant to Clause 18(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to in Clause 4.9(a) of the Lease to the satisfaction of the Director.
 - iv. Pursuant to Clause 18(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(c) of the Lease to the satisfaction of the Director.
 - v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the Lease.
 - vi. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
 - vii. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the

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、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞,「經理人」必須自費修妥,並須盡量減低滋擾。

- viii. 根據「公契」第四附錄第19條,每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備,及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。

3. 公用事業設施或其他服務

(i) 「批地文件」的有關條文

「該租契」條款第5.3(a)至(c)條訂明:

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務,藉通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分,以視察、保養、維修及翻新「該租契」條款第5.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管),以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所,惟政府不會為「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條(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任何索償。

DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

- viii. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

3. UTILITY OR OTHER SERVICES

(i) Relevant Provisions of the Land Grant

Clause No. 5.3(a) to (c) of the Lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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 Clause No. 5.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them under sub-clause (b) of Clause No. 5.3 of the Lease and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(c) 「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條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

(ii) 公契的有關條文

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

- 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

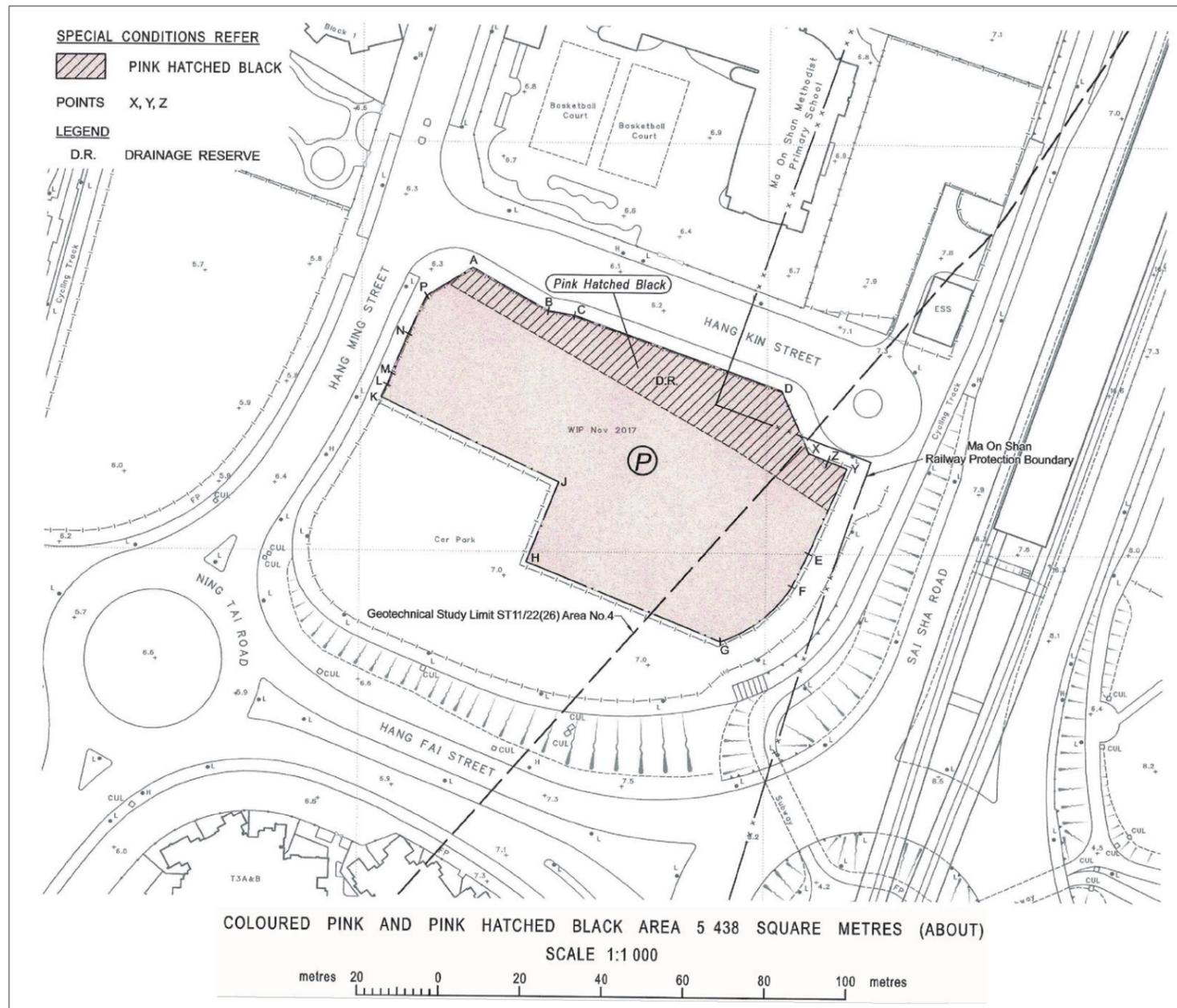
(c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 5.3 of the Lease, all to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

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

- B** **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

錦暉苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the Lease of Kam Fai Court



圖例 NOTATION



粉紅色加黑斜線
Pink Hatched Black

D.R.

渠務專用範圍
Drainage Reserve

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.