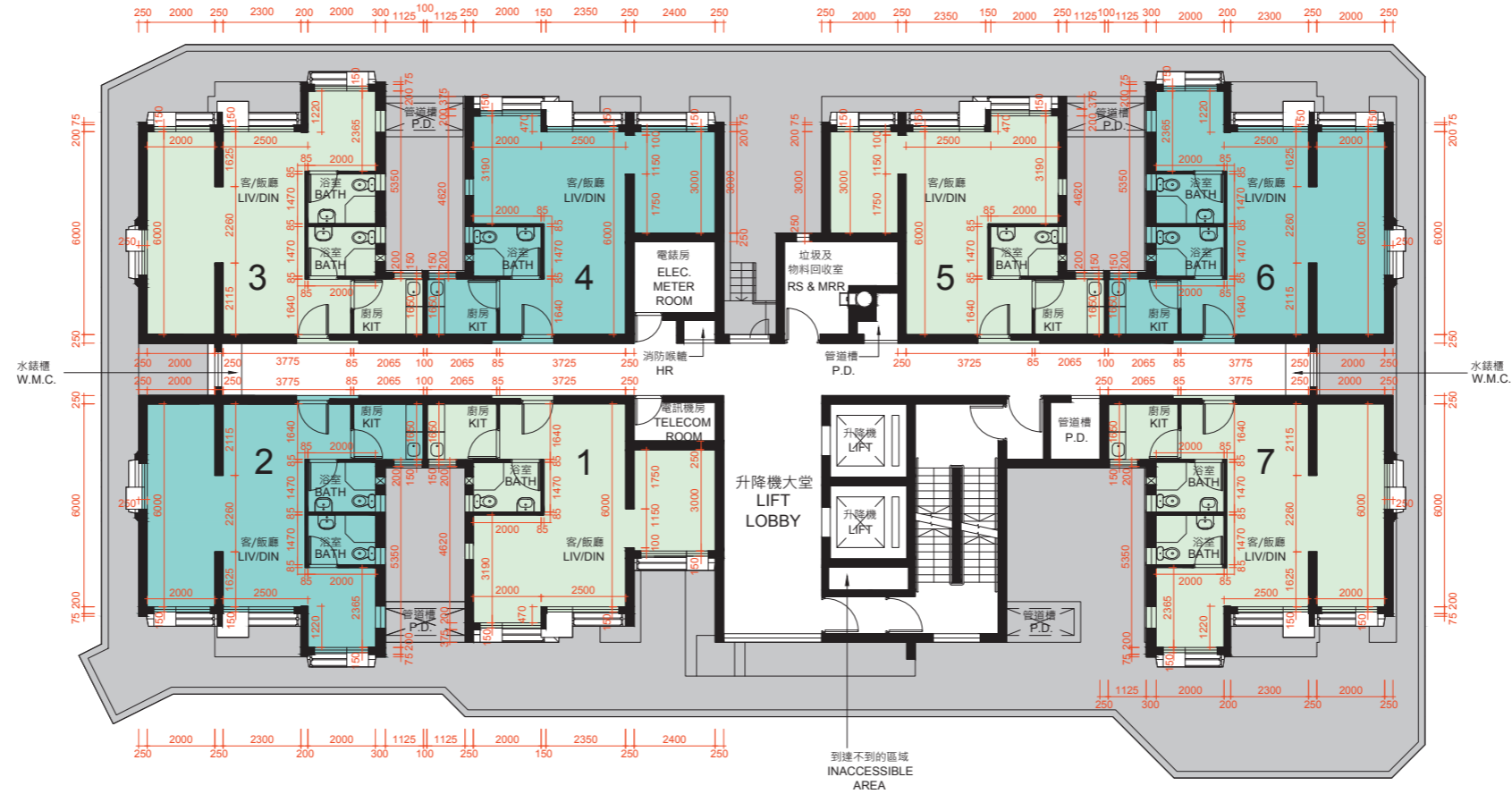


發展項目的住宅物業的樓面平面圖

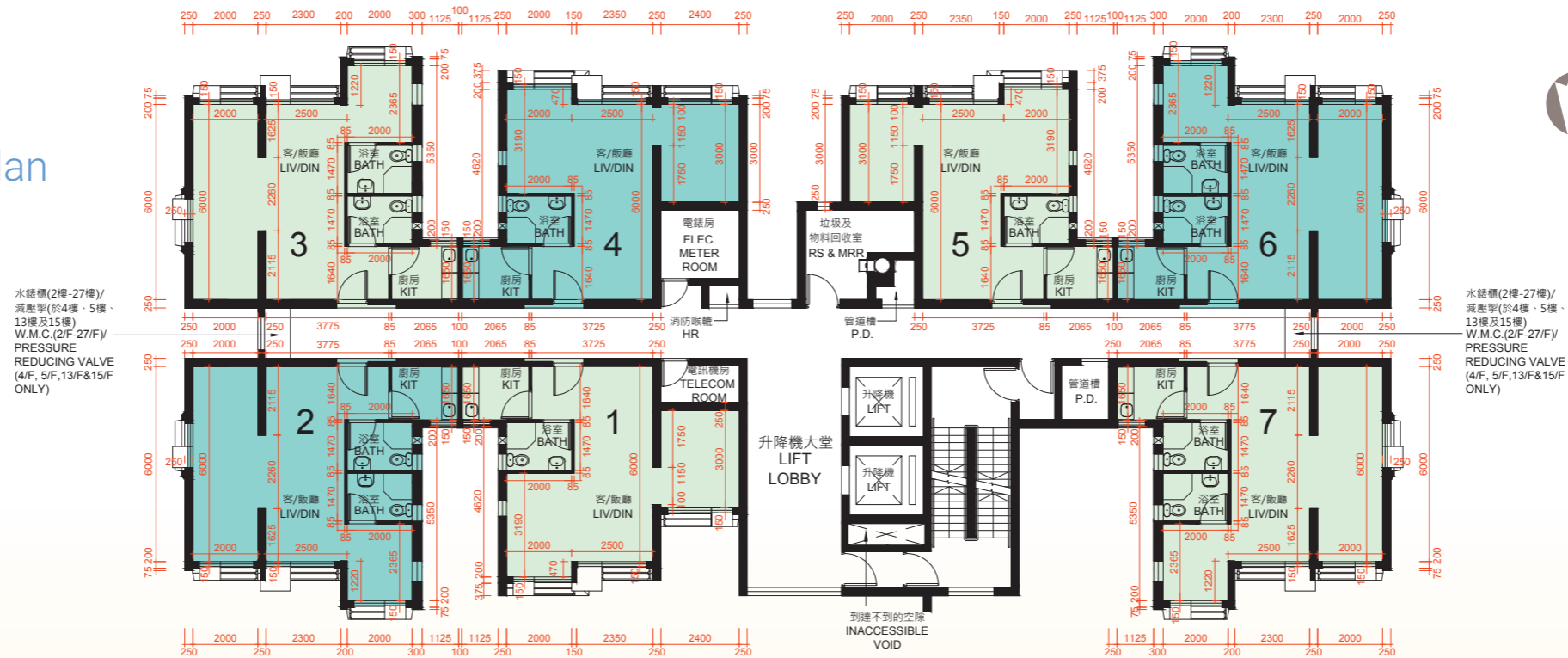
Floor Plans of Residential Properties in the Development

A 座1樓平面圖
Block A 1/F Floor Plan



比例尺 SCALE: 0 5 (米)

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



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct
	簷篷/平台	Canopy/Flat Roof

1. 每個住宅物業的層與層之間的高度為2.750米(27樓除外)。
27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. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(27樓除外)。
27樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、255毫米及375毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.750m (except 27/F).
The floor-to-floor height of each residential property on 27/F are 2.790m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 27/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 27/F are 200mm, 255mm and 375mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

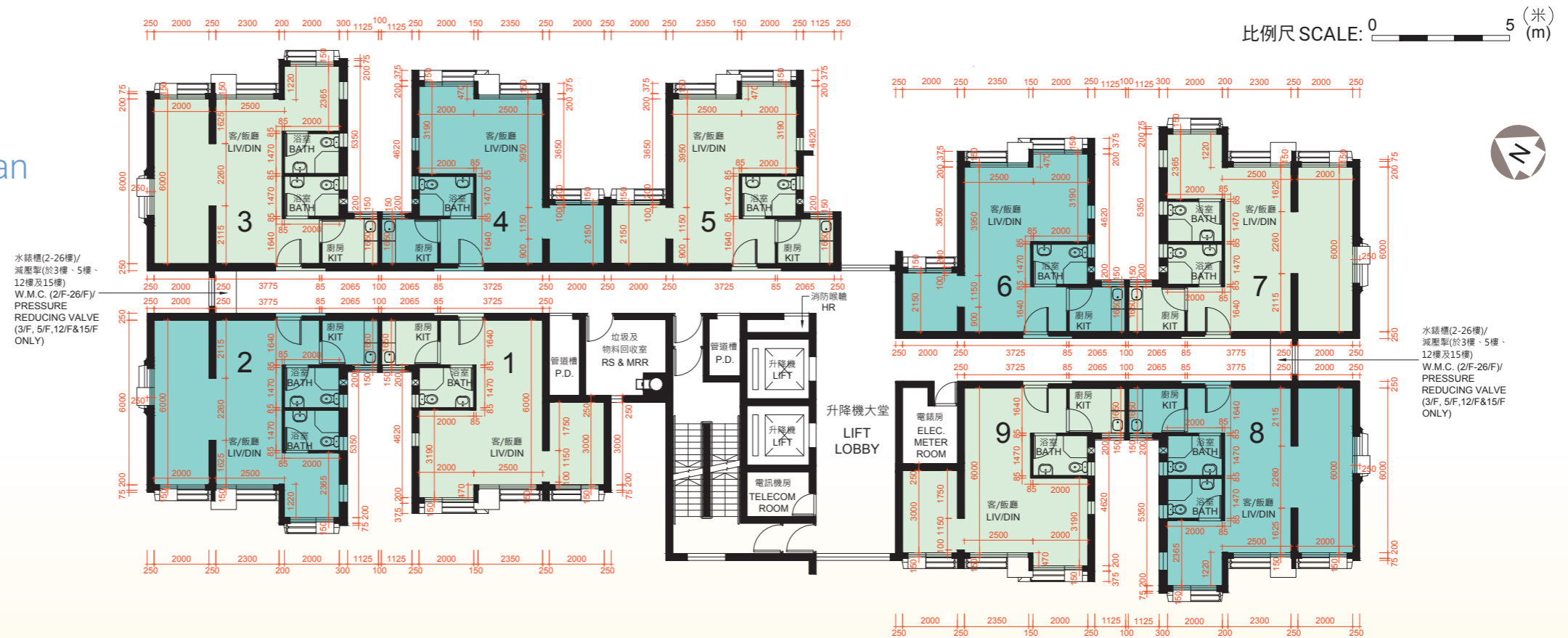
註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

B 座1樓平面圖
Block B 1/F Floor Plan



B 座2樓 - 26樓平面圖
Block B 2/F - 26/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct
	簷篷/平台	Canopy/Flat Roof

1. 每個住宅物業的層與層之間的高度為2.750米(26樓除外)。
26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. 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(26樓除外)。
26樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、255毫米及375毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.750m (except 26/F).
The floor-to-floor height of each residential property on 26/F are 2.790m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 26/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 26/F are 200mm, 255mm and 375mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

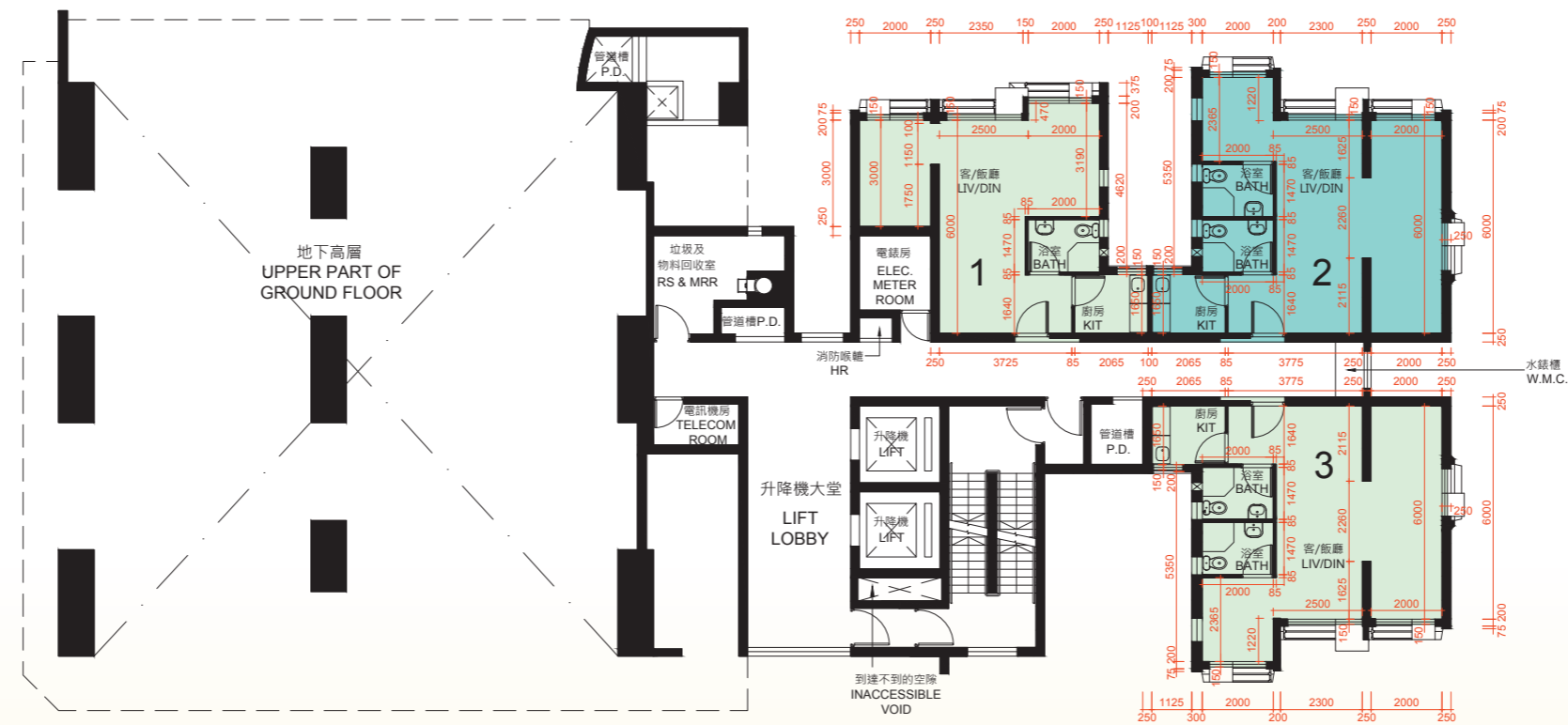
Note: The dimensions on the floor plan are all structural dimensions in millimetre.

C座1樓平面圖
Block C 1/F Floor Plan



比例尺 SCALE: 0 5 (米) (m)

C座2樓平面圖
Block C 2/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct
	簷篷/平台	Canopy/Flat Roof

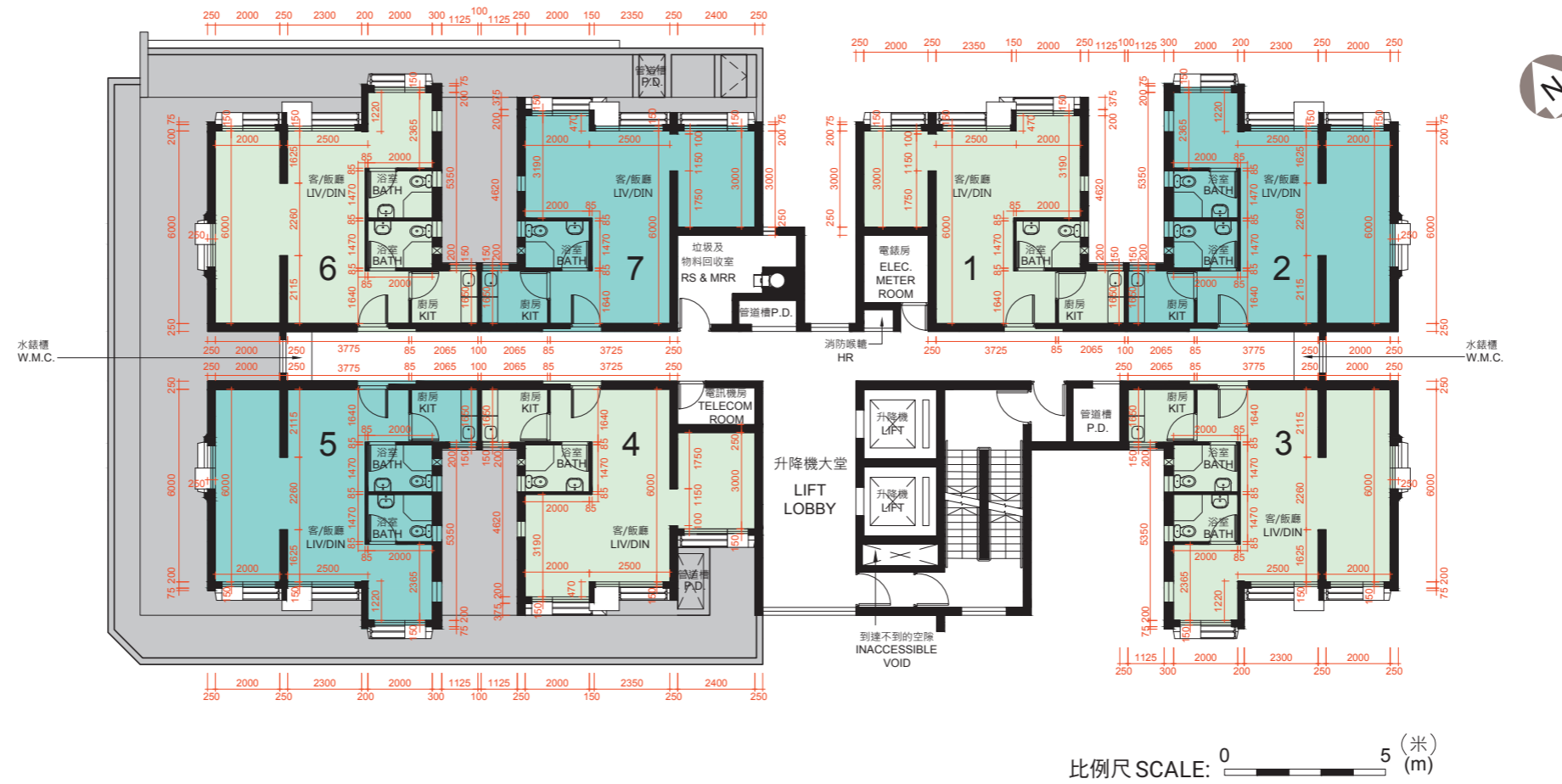
1. 每個住宅物業的層與層之間的高度為2.750米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減, 較高樓層的內部面積, 一般比較低樓層的內部面積稍大。(不適用於該發展項目)

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

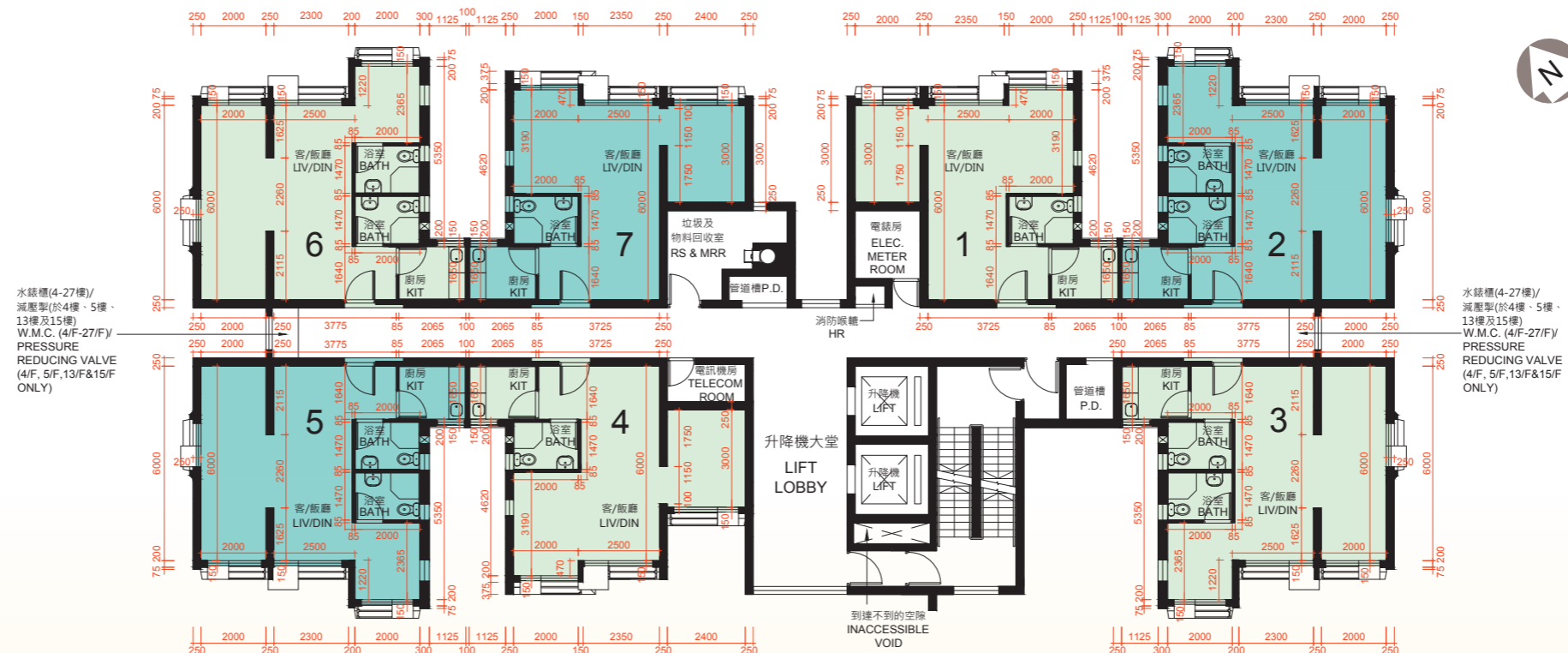
註: 平面圖所列之數字為以毫米標示之建築結構尺寸。

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

C 座3樓平面圖
Block C 3/F Floor Plan



C 座4樓 - 27樓平面圖
Block C 4/F - 27/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct
	簷篷/平台	Canopy/Flat Roof

1. 每個住宅物業的層與層之間的高度為2.750米(27樓除外)。
27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. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(27樓除外)。
27樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米、255毫米及375毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.750m (except 27/F).
The floor-to-floor height of each residential property on 27/F are 2.790m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 27/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 27/F are 200mm, 255mm and 375mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

12 發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓-27樓 1/F-27/F	1	44.8 (482) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		2, 3, 6	52.3 (563) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		4	44.9 (483) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		5	43.5 (468) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		7	52.8 (568) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
B座 Block B	1樓-26樓 1/F-26/F	1, 9	43.5 (468) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		2, 3, 7, 8	52.3 (563) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		4	41.3 (445) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 6	41.7 (449) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
C座 Block C	1樓-27樓 1/F - 27/F	1	43.5 (468) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
		2	52.3 (563) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
	2樓-27樓 2/F - 27/F	3	52.8 (568) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	
	3樓-27樓 3/F - 27/F	4	44.8 (482) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		5, 6	52.3 (563) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-	-
		7	44.9 (483) 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.

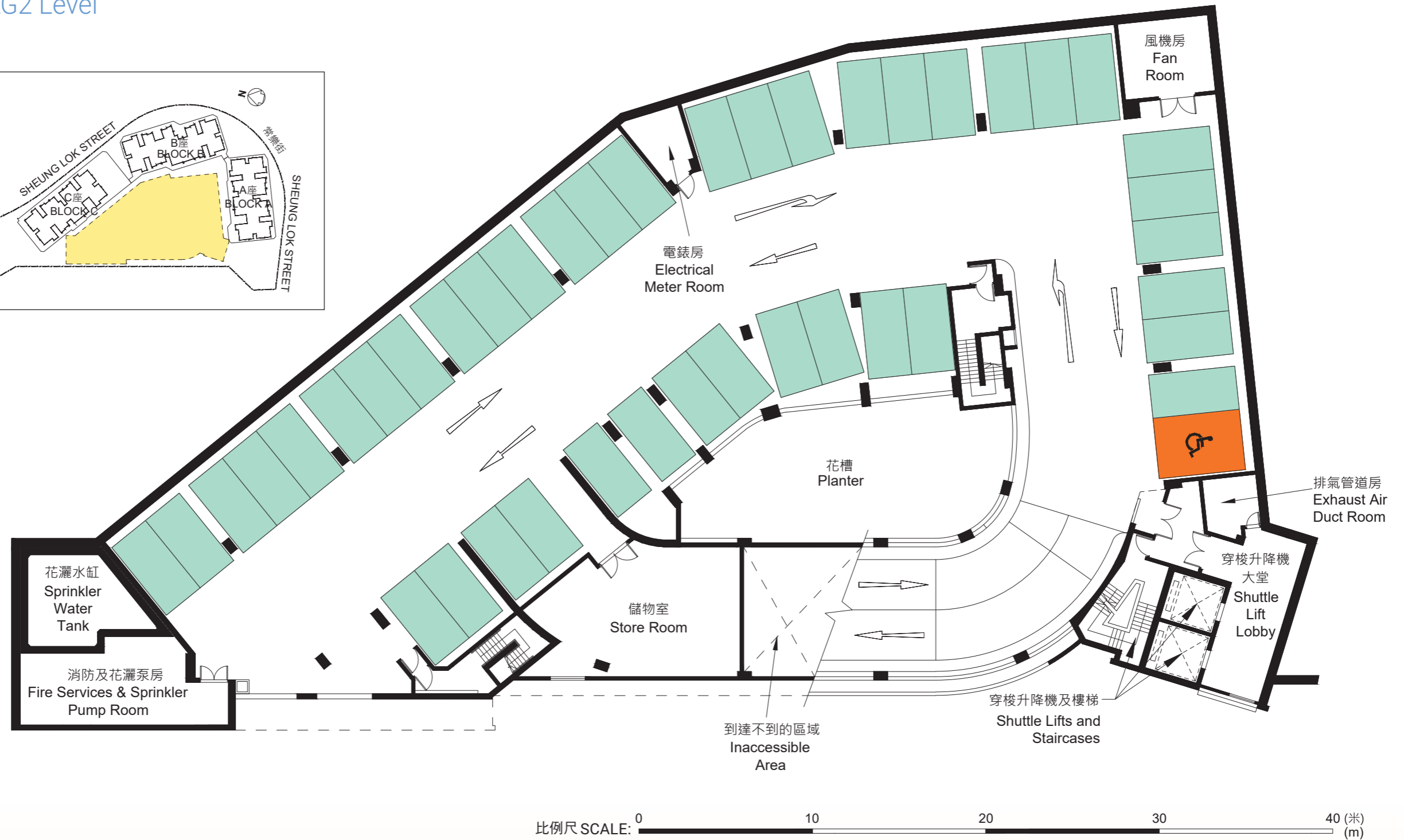
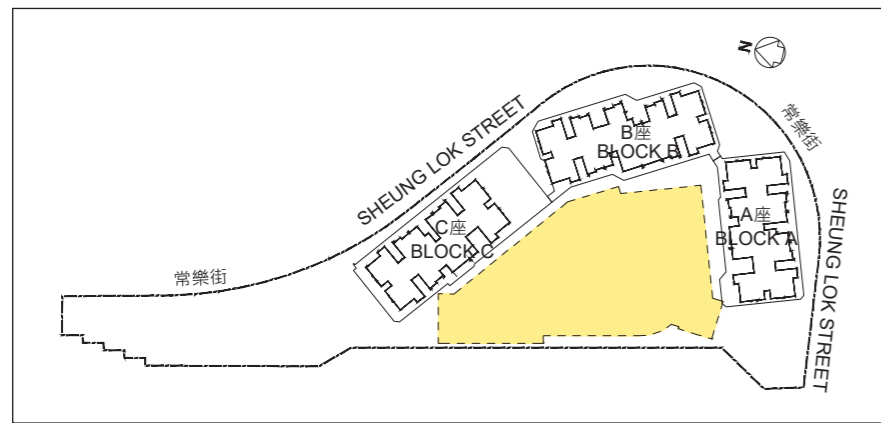
註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。

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

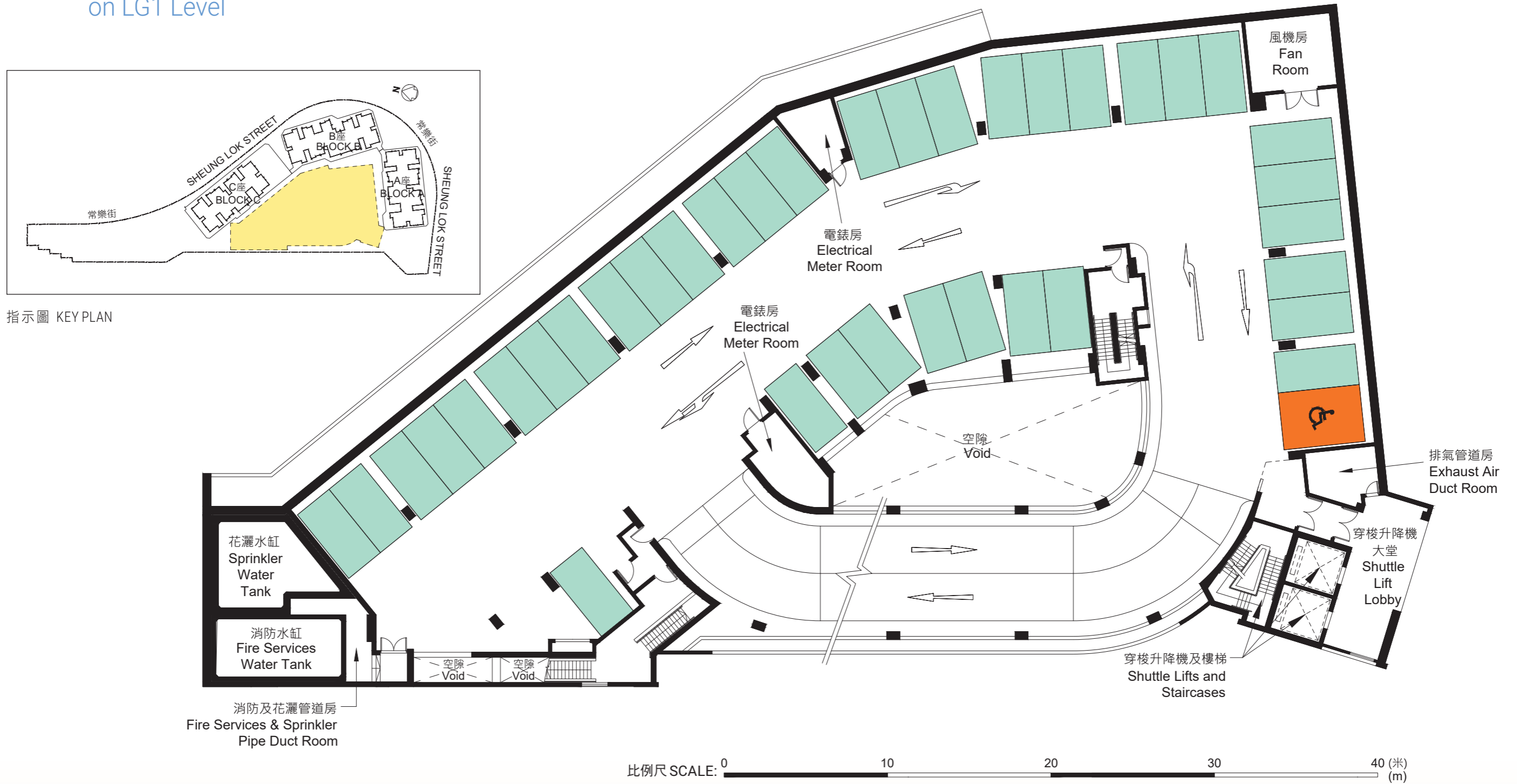
Floor Plans of Parking Spaces in the Development

地下低層二樓停車位平面圖
Floor Plan of Parking Spaces
on LG2 Level

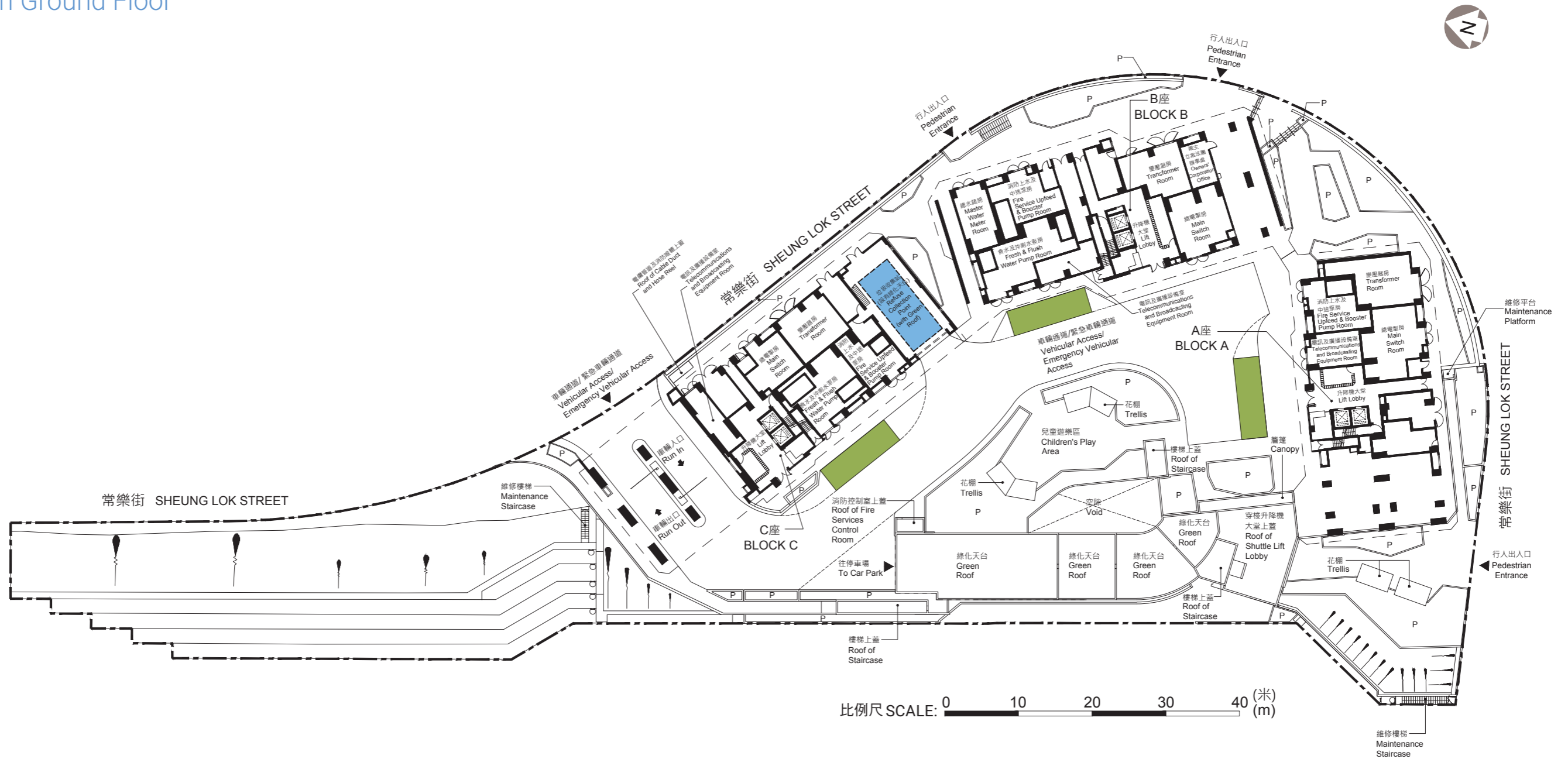


發展項目中的停車位的樓面平面圖
Floor Plans of Parking Spaces in the Development

地下低層一樓停車位平面圖
Floor Plan of Parking Spaces
on LG1 Level





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







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

圖例 NOTATION

	發展項目的邊界	Boundary of the Development
P	花槽	Planter
	人工斜坡	Artificial Slope

圖例 NOTATION

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W)(m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
 有蓋汽車停車位 Covered Car Parking Spaces	78	5.0 X 2.5	12.50
 有蓋汽車停車位(暢通易達停車位) Covered Car Parking Spaces (Accessible Parking Spaces)	2	5.0 X 3.5	17.50
 露天上落客貨停車位 Open Loading / Unloading Bays	3	11.0 X 3.5	38.50
 有蓋垃圾收集車停車位 Covered Space Reserved for Refuse Collection Vehicle	1	12.0 X 5.0	60.00

14 臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於街道消防栓泵房、街道消防栓水缸、屋苑管理處、潔淨服務承辦商辦事處、總水錶房、技工工場、業主立案法團辦事處、廢物收集站、垃圾收集站、物料回收房、垃圾車專用停車位、維修平台、電氣櫃、升降機塔、在該土地或屋苑內的斜坡結構、去水井、電纜管道、管道槽、檢測水錶櫃、屋苑道路、「屋苑」入口開口、花槽、露天空間(「停車場大廈」或「住宅大廈公用地方與設施」部分除外)、園景區(「停車場大廈」或「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與任何其他系統、裝置與設施，即現於「公契」所夾附圖則以橙色及橙色加黑斜線顯示(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「該土地」及「屋苑」的附加地方、系統、裝置及設施，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬任何公共事業公司、「煤氣公司」(釋義見「公契」第一節第1條)及電訊及廣播服務供應商的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to street fire hydrant pump room, street fire hydrant water tank, estate management office, cleansing contractor’s office, master water meter room, artisans’ workshop, Owners’ Corporation office, junk collection point, refuse collection point, material recovery chamber, refuse collection vehicle parking, maintenance platform, electrical cabinet, Lift Tower, Slope Structures within the said land or the Estate, drain pit, cable ducts, pipe duct, check water meter cupboard, Estate Road, drop gates at the entrance of the Estate, planters, open spaces (excluding those forming Car Park Block or Residential Blocks Common Areas and Facilities), landscaped portion or portions (excluding those forming Car Park Block or Residential Blocks 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 hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as “HA”) in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company, HKCGC (defined in Clause 1 of Section I of the DMC) and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

「住宅大廈公用地方與設施」指及包括但不限於於氣體錶前的氣體喉管、花槽、電纜管道、管道槽、上落客貨停車位、兒童遊樂區、有蓋兒童遊樂區、升降機井、沖廁水聚水缸、食水聚水缸、食水及沖廁水泵房、消防喉轆、去水井、有鐵蓋的去水井、水錶櫃、檢測水錶櫃、變壓器房、總電掣房、垃圾及物料回收房、通道、保安員櫃位、升降機大堂、到達不到的區域、到達不到的空隙、升降機、郵件分發房、電訊及廣播設備室、消防聚水缸、消防上水及中途泵房、消防入水掣、平台、樓梯天面、簷篷、垃圾及物料回收房、電氣櫃、電錶房、電訊機房、通風管道房、食水增壓泵房、沖廁水水缸、食水水缸、消防水缸、應急發電機房、走廊、主平台、綠化天台、洗手間、暢通易達洗手間、升降機機房、維修平台、露天空間（「停車場大廈」或「住宅大廈公用地方與設施」部分除外）、園景區（「停車場大廈」或「住宅大廈公用地方與設施」部分除外），即現於「公契」所夾附圖則以棕色顯示（只要該等地方、系統、裝置與設施可在圖則辨識）以資識別的範圍，以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但（「公契」另有明文定義及規定者除外）並不包括「屋苑公用地方與設施」、屬任何公共事業公司、「煤氣公司」及電訊及廣播服務供應商的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

“Residential Blocks Common Areas and Facilities” shall mean and include but not limited to the Gas Pipe Before Meter, planters, cable ducts, pipe ducts, loading and unloading bays, children’s play area, covered children’s play areas, lift pits, flush water sump tanks, fresh water sump tanks, fresh & flush water pump rooms, hose reels, drain pits, drain pits with metal covers, water meter cupboards, check water meter cupboards, transformer rooms, main switch rooms, refuse storage & material recovery chambers, passages, guard counters, lift lobbies, inaccessible areas, inaccessible voids, lifts, mail delivery rooms, telecommunications and broadcasting equipment rooms, fire services water sump tanks, fire services upfeed & booster pump rooms, fire services inlets, flat roofs, roofs of staircase, canopies, refuse storage & material recovery rooms, electrical cabinet, electrical meter rooms, telecommunications rooms, vent duct rooms, fresh water booster pump rooms, flush water tanks, fresh water tanks, fire services water tanks, emergency generator rooms, corridors, main roofs, green roof, toilets, accessible toilet, lift machine rooms, maintenance platform, open spaces (excluding those forming Car Park Block or Estate Common Areas and Facilities) and landscaped portion or portions (excluding those forming Car Park Block or Estate Common Areas and Facilities) which for the purpose of identification only, are shown coloured brown (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Blocks Common Areas and Facilities by the HA in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company, HKCGC and telecommunications and broadcasting services providers and such areas within the Residential Blocks 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 Blocks serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A	1樓 – 27樓 1/F – 27/F	1, 4	72 / 51,214
		2, 3, 6	84 / 51,214
		5	70 / 51,214
		7	85 / 51,214
B	1樓 – 26樓 1/F – 26/F	1, 9	70 / 51,214
		2, 3, 7, 8	84 / 51,214
		4	66 / 51,214
		5, 6	67 / 51,214
C	1樓 – 27樓 1/F – 27/F	1	70 / 51,214
		2	84 / 51,214
	2樓 – 27樓 2/F – 27/F	3	85 / 51,214
	3樓 – 27樓 3/F – 27/F	4, 7	72 / 51,214
		5, 6	84 / 51,214

C 發展項目的管理人的委任年期

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

除《建築物管理條例》(第344章)的規定外,「房委會」應負責「該土地」及「屋苑」之管理,首屆任期從「公契」日起計24個曆月終止或直至「業主立案法團」(如成立),以較早者為準,並須繼續擔任「經理人」直至按「公契」規定終止「房委會」的委任。

Subject to the provisions of the Building Management Ordinance (Cap. 344), the HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of 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」均須繳付「經理人」釐定的月費，以分擔管理「屋苑」所招致的必要及合理費用、收費及開支，攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算，並由「經理人」根據「公契」條文制訂的周年財政預算訂定。

每份周年財政預算須包括三個部分：

- (a) 第一部分須涵蓋「業主」根據相關「授予地役權契據」（釋義見「公契」第一節第1條及包括「公契」敘文第(C)段提述的「第1份契諾及互授權利主契據」、「第2份契諾及互授權利主契據」及「第3份契諾及互授權利主契據」（見以下註1）須付的所有金額，包括但不限於，任何就有關「毗鄰土地」（根據「公契」第一節第1條，其釋義為九龍內地段第11119號的整幅土地（但不包括「該土地」，即九龍內地段第11119號C分段）並於「公契」的日期已在土地註冊處稱為並分別註冊為九龍內地段第11119號A分段、九龍內地段第11119號B分段以及九龍內地段第11119號餘段的各片或各幅土地）以及「毗鄰發展項目」（根據「公契」第一節第1條，其釋義為在「毗鄰土地」上不時建造的所有的搭建、搭建物、建築物、結構和設施）上的地役權及任何權利的批出而須付的金額。
- (b) 第二部分須分為於「公契」第51(b)條所列出的3個分部分。
- (c) 第三部分須涵蓋於「公契」第51(c)條所列出的開支，但受制於「公契」第51條載有的但書。

註1：「第1份契諾及互授權利主契據」，是日期為1999年2月1日以註冊編號UB7688751於土地註冊處註冊的契諾及互授地役權及其他權利契據。「第2份契諾及互授權利主契據」，是日期為2000年5月22日以註冊編號UB8098307於土地註冊處註冊及以註冊編號UB9247041再註冊的契諾及互授地役權及其他權利契據。「第3份契諾及互授權利主契據」，是日期為2006年5月2日以註冊編號06051602130014於土地註冊處註冊的契諾及互授地役權及其他權利契據。

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.

Every annual budget shall be in 3 parts:

- (a) The first part shall cover all amounts payable by the Owners under the relevant Deed of Grant of Easements (defined in Clause 1 of Section 1 of the DMC and includes the First Principal Deed of Covenant and Mutual Grant, the Second Principal Deed of Covenant and Mutual Grant and the Third Principal Deed of Covenant and Mutual Grant as referred to in Recital (C) of the DMC (see Note 1 below)) which shall include, without limitation, the amounts payable in respect of any grant of easement and any rights over the Adjoining Land (defined in Clause 1 of Section 1 of the DMC to mean all those pieces or parcels of ground comprising the whole of Kowloon Inland Lot No.11119 other than the said land (i.e. Section C of Kowloon Inland Lot No.11119) and known and respectively registered in the Land Registry at the date of the DMC as Section A of Kowloon Inland Lot No.11119, Section B of Kowloon Inland Lot No.11119 and Remaining Portion of Kowloon Inland Lot No.11119) and the Adjoining Development (defined in Clause 1 of Section 1 of the DMC to mean all the messuages erections buildings structures and facilities from time to time constructed on the Adjoining Land).
- (b) The second part shall be divided into 3 sections as set out in Clause 51(b) of the DMC.
- (c) The third part shall cover expenditure as set out in Clause 51(c) of the DMC, subject to the provisos as contained in Clause 51 of the DMC.

Note 1: The First Principal Deed of Covenant and Mutual Grant is a Deed of Covenant and Mutual Grant of Easements and Other Rights dated the 1st day of February 1999 and registered in the Land Registry by Memorial No. UB7688751. The Second Principal Deed of Covenant and Mutual Grant is a Deed of Covenant and Mutual Grant of Easements and Other Rights dated the 22nd day of May 2000 and registered in the Land Registry by Memorial No. UB8098307 re-registered by Memorial No. UB9247041. The Third Principal Deed of Covenant and Mutual Grant is a Deed of Covenant and Mutual Grant of Easements and Other Rights dated the 2nd day of May 2006 and registered in the Land Registry by Memorial No. 06051602130014.

(2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

(2) The number of Management Shares allocated to each residential property in the Development is as follows:

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A	1樓 – 27樓 1/F – 27/F	1, 4	72 / 51,204
		2, 3, 6	84 / 51,204
		5	70 / 51,204
		7	85 / 51,204
B	1樓 – 26樓 1/F – 26/F	1, 9	70 / 51,204
		2, 3, 7, 8	84 / 51,204
		4	66 / 51,204
		5, 6	67 / 51,204
C	1樓 – 27樓 1/F – 27/F	1	70 / 51,204
		2	84 / 51,204
	2樓 – 27樓 2/F – 27/F	3	85 / 51,204
	3樓 – 27樓 3/F – 27/F	4, 7	72 / 51,204
		5, 6	84 / 51,204

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「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。

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 賣方在發展項目中保留作自用的範圍

不適用

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

Not applicable

註2：請查閱(i)「公契」及(ii)以上註1提述的「第1份契諾及互授權利主契據」、「第2份契諾及互授權利主契據」及「第3份契諾及互授權利主契據」全文以了解上述條款及(i)「公契」及(ii)以上註1提述的「第1份契諾及互授權利主契據」、「第2份契諾及互授權利主契據」及「第3份契諾及互授權利主契據」中其他條款的全部詳情。(i)「公契」的最新擬稿的全文及(ii)以上註1提述的「第1份契諾及互授權利主契據」、「第2份契諾及互授權利主契據」及「第3份契諾及互授權利主契據」的副本的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱，並可於房委會就出售冠德苑所指定的互聯網網站內閱覽。

Note 2: For full details of the above provisions and other provisions in (i) the DMC and (ii) the First Principal Deed of Covenant and Mutual Grant, the Second Principal Deed of Covenant and Mutual Grant and the Third Principal Deed of Covenant and Mutual Grant (all referred to in Note 1 above), please refer to (i) the DMC and (ii) the First Principal Deed of Covenant and Mutual Grant, the Second Principal Deed of Covenant and Mutual Grant and the Third Principal Deed of Covenant and Mutual Grant (all referred to in Note 1 above). Full scripts of (i) the latest draft DMC and (ii) copies of the First Principal Deed of Covenant and Mutual Grant, the Second Principal Deed of Covenant and Mutual Grant and the Third Principal Deed of Covenant and Mutual Grant (all referred to in Note 1 above) are 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 Kwun Tak Court.

16 批地文件的摘要

Summary of Land Grant

位於九龍內地段第11119號之香港房屋委員會(下稱「承租人」,如語意容許,亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為1998年11月20日,「該租契」經由四封日期分別為2001年6月27日、2002年7月11日、2004年10月5日及2005年12月2日並分別以註冊摘要編號07030900400018、07030900400020、07030900400034及07030900400044於土地註冊處註冊的不反對通知書,一封日期為2006年1月13日以註冊編號06020901690082於土地註冊處註冊的豁免書(僅限於其仍然存續並且能夠生效),一封日期為2013年5月10日以註冊編號13051501720039於土地註冊處註冊的豁免書(僅限於其對於「該土地」和該發展項目的關係和影響)修改或修訂,以及一份日期為2019年5月14日以註冊編號19052101210018於土地註冊處註冊的修訂書(僅限於影響九龍內地段第11119號C分段但沒有更進一步或其他)。

1 該發展項目位於九龍內地段第11119號C分段(九龍內地段第11119號在這「批地文件的摘要」下稱「該土地」)。

2 「該土地」的批租年期為50年,由1998年11月20日起計(下稱「批租年期」)。

3 「該租契」條款第3(3)條訂明:

「承租人」須不時及在此後的所有時間在每當有需要或情況要求時妥善及足夠地自費管理、修理、維護、支持、保養、鋪設、清洗、刷淨、清潔、清空、改動及保持現有或其後任何時間位於「該土地」的樓宇或物業單位及所有其他架設物及建築物,所有「該土地」內的建築物的牆、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,以達致令「該租契」所指的署長(下稱「署長」)滿意為止。

4 「該租契」條款第3(7)條訂明:

「承租人」須在「批租年期」內每當有需要時承擔、支付及容許製造、建築、維修及修改「該土地」或其任何部分所需或在「該土地」內或屬於「該土地」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、抽風、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(現同意及聲明該份數及部分將由「署長」指定及決定及將以未付之地租形式徵收)。

The government lease governing the Development entered into by the Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of Kowloon Inland Lot No. 11119 ("the said lease") is dated the 20th day of November 1998 as varied or modified including by No Objection Letter dated the 27th day of June 2001 and registered in the Land Registry by Memorial No. 07030900400018, No Objection Letter dated the 11th day of July 2002 and registered in the Land Registry by Memorial No. 07030900400020, No Objection Letter dated the 5th day of October 2004 and registered in the Land Registry by Memorial No. 07030900400034, No Objection Letter dated the 2nd day of December 2005 and registered in the Land Registry by Memorial No. 07030900400044 and Waiver Letter dated the 13th day of January 2006 and registered in the Land Registry by Memorial No. 06020901690082 (so far as the same is still subsisting and capable of taking effect), Waiver Letter dated the 10th day of May 2013 and registered in the Land Registry by Memorial No. 13051501720039 (so far as the same relates to or affects the said land and the Development) and Modification Letter dated the 14th day of May 2019 and registered in the Land Registry by Memorial No. 19052101210018 (in so far as Section C of Kowloon Inland Lot No.11119 is concerned but no further or otherwise).

1 The Development is situated on Section C of Kowloon Inland Lot No. 11119 (Kowloon Inland Lot No.11119 is hereafter referred to in this section of "Summary of Land Grant" as "the said land").

2 The said land is granted for a term of 50 years ("Lease Term") commencing from the 20th day of November 1998.

3 Clause No. 3(3) of the said lease stipulates that:

The Lessee will 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 messuage or tenement messuages or tenements and all other erections and buildings now or may at any time hereafter standing upon the said land and all the walls banks cuttings hedges ditches rails lights pavements privies sinks drains and watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same 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 as referred to in the said lease ("the Director").

4 Clause No. 3(7) of the said lease stipulates that:

The Lessee will during the Lease Term hereby granted 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 draughts private or

5 「該租契」條款第3(11)條訂明：

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

6 「該租契」條款第3(12)(i)(c)條訂明：

除「該租契」的條款及契諾另有規定外，「承租人」不得建立或維持或准許或容許他人於「該土地」上建立或維持任何建築物，但總樓面面積不少於6,000平方米及不多於10,000平方米包含一間牙科診所、兩間內科診療所、一間兒童及青年中心、一間日間幼兒園、一間嚴重弱智人士宿舍、一間老人中心、兩間幼稚園、一間安老院舍、一間家庭服務中心及其他可獲「署長」批准的福利設施的建築物則不在此限。

7 「該租契」條款第3(13)條訂明：

「承租人」須在「該土地」內以令「署長」滿意的方式，提供面積不少於19,590平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客使用及享用的康樂用途以外的任何其他用途。

8 「該租契」條款第3(14)條訂明：

「承租人」須自費以令「署長」及市政總署署長滿意的方式於「該土地」建築、提供及維持完整的垃圾收集系統。

9 「該租契」條款第3(15)條訂明：

「承租人」未經「署長」事先書面同意，不得干擾或移除生長於「該土地」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

public sewers and drains requisite for or in or belonging to the said land or any part thereof in common with other premises near or adjoining thereto (it being agreed and declared that such proportion shall be fixed and ascertained by the Director and shall be recoverable in the nature of rent in arrears).

5 Clause No. 3(11) of the said lease stipulates that:

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

6 Clause No. 3(12)(i)(c) of the said lease stipulates that:

Subject to the terms and covenants contained in the said lease the Lessee will not erect or maintain or permit or suffer to be erected or maintained on the said land any building or buildings other than a building or buildings comprising a dental clinic, two medical clinics, a children and youth centre, a day nursery, a hostel for the severely mentally handicapped, a social centre for the elderly, two kindergartens, a residential care home for the elderly, a family-based service centre and such other welfare facilities as may be approved by the Director having a total gross floor area of not less than 6,000 square metres and not more than 10,000 square metres.

7 Clause No. 3(13) of the said lease stipulates that:

The Lessee will provide within the said land to the satisfaction of the Director open space of not less than 19,590 square metres in area and will not use or permit or suffer to be used the said open space for any purpose other than for recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.

8 Clause No. 3(14) of the said lease stipulates that:

The Lessee will at its own expense and to the satisfaction of the Director and the Director of Urban Services construct provide and maintain within the said land a comprehensive system of refuse collection.

9 Clause No. 3(15) of the said lease stipulates that:

The Lessee will not interfere with or remove any trees growing on the said land or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting or compensatory landscaping or replanting as he may deem appropriate.

10 「該租契」條款第3(16)條訂明：

「承租人」須在「該土地」及平台(如有)未有建築之部分，以令「署長」滿意的方式自費進行環境美化工程及種植樹木及灌木，並其後保養及維持該部分在潔淨、整齊、井然而健壯的狀態。

11 「該租契」條款第3(18)*條訂明：

(i) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：

(a) 數目不少於364個供停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的私人汽車的停車位(現同意及聲明每個按「該租契」之第3(18)(i)(a)條規定而提供的停車位的尺寸須為2.5米寬及5.0米長而樓底高度最少須為2.4米)；

(b) 數目不少於35個的上落客貨停車位(下統稱「上落客貨停車位」)，就「該租契」條款第3(12)(i)(c)條所述之福利及相關設施的目的或其他任何「署長」事先書面同意的目的而言，供貨車及垃圾收集車裝卸之用(現同意及聲明「上落客貨停車位」的

(I) 數目不少於12個，每個面積3.5米乘11.0米而樓底高度最少須為4.1米；

(II) 數目不少於9個，每個面積3.0米乘11.0米而樓底高度最少須為4.1米；

(III) 數目不少於11個，每個面積3.5米乘8.0米而樓底高度最少須為4.1米；

(IV) 數目不少於1個，每個面積3.0米乘8.0米而樓底高度最少須為4.1米及

(V) 數目不少於2個，每個面積2.5米乘8.0米而樓底高度最少須為4.1米)。

(c) 一個最少20米長的的士站，供的士上落乘客及

(d) 一個面積為3.1米寬及8.0米長的路旁停車處，用作「該租契」條款第3(12)(i)(c)條所指關於福利設施的用途。

(ii) 「承租人」不得使用或准許或容許他人使用停車位、「上落客貨停車位」、的士站及路旁停車處作任何除「該租契」條款第3(18)(i)條所述的用途之外的任何其他用途。

10 Clause No. 3(16) of the said lease stipulates that:

The Lessee will at its own expense landscape and plant with trees and shrubs any portion of the said land and podium (if any) not built upon and thereafter maintain and keep such portion or portions in a clean neat tidy and healthy condition all to the satisfaction of the Director.

11 Clause No. 3(18)* of the said lease stipulates that:

(i) The Lessee will provide and maintain within the said land to the satisfaction of the Director:

(a) not less than 364 spaces for the parking of private cars belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide visitors and guests (it being agreed and declared that each of the parking spaces so provided under this Clause No. 3(18)(i)(a) of the said lease shall occupy an area of 2.5 metres by 5.0 metres with a minimum headroom of 2.4 metres).

(b) not less than 35 loading and unloading bays (hereinafter collectively referred to as "the Bays") for the loading and unloading of goods vehicles and refuse collection vehicles, for the purpose of the welfare and related facilities referred to in Clause No. 3(12)(i)(c) of the said lease and any other purposes subject to the prior written approval of the Director (it being agreed and declared that of the Bays

(I) not less than 12 bays shall each occupy an area of 3.5 metres by 11.0 metres with a minimum headroom of 4.1 metres

(II) not less than 9 bays shall each occupy an area of 3.0 metres by 11.0 metres with a minimum headroom of 4.1 metres

(III) not less than 11 bays shall each occupy an area of 3.5 metres by 8.0 metres with a minimum headroom of 4.1 metres

(IV) not less than 1 bay shall occupy an area of 3.0 metres by 8.0 metres with a minimum headroom of 4.1 metres and

(V) not less than 2 bays shall each occupy an area of 2.5 metres by 8.0 metres with a minimum headroom of 4.1 metres).

(c) one taxi-stand with a minimum length of 20 metres for the picking up and setting down of passengers from taxi or taxis and

(d) a lay-by with an area of 3.1 metres in width and 8.0 metres in length for use relating to the welfare facilities referred to in Clause No. 3(12)(i)(c) of the said lease.

(ii) the Lessee will not use or permit or suffer to be used the parking spaces the Bays the taxi-stand and the lay-by for any purpose other than for the respective purposes set out in Clause No. 3(18)(i) of the said lease.

- * 暫時豁免「該土地」的「該租契」條款第3(18)(i)條所含的對提供停車位及上落客貨停車位的限制的豁免書[#]，已在2006年1月13日獲政府批出（下稱「2006豁免書」），以准許按「2006豁免書」附件二的要求提供停車位及上落客貨停車位。詳情如下：

- (1) 「承租人」須在「該土地」內以令「署長」滿意地提供及維持：
 - (a) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客、訪客和受邀者的汽車的停車位；
 - (b) 供汽車上落客貨(包括垃圾車)的停車位；
 - (c) 供的士上落客的停車位；
 - (d) 「該租契」條款第3(12)(i)(c)條所指的關於福利設施用途的路旁停車處；
- (2) 上述「2006豁免書」第(1)條所指的停車位及路旁停車處(下稱「該停車位」)不得用於除上述2006豁免書第(1)條所列之用途以外的其他用途。特此說明，「該停車位」不得用作汽車存放、陳列或展覽，以作出售或其他用途。
- (3) 在「該土地」內提供或將提供「該停車位」的數目，以及「該停車位」的尺寸和最少樓底高度須由「署長」決定，「署長」的決定為最終決定，並對「承租人」具有約束力。

[#]「2006豁免書」的年期為其日期起計(壹)年。

- * 暫時豁免「該土地」的「該租契」條款第3(18)(i)(a),(b),(c)及(d)條所含的對提供停車位及上落客貨停車位的限制的豁免書[@]，已在2013年5月10日獲政府批出(下稱「2013豁免書」)，以准許按「2013豁免書」附件二的要求提供上落客貨停車位、路旁停車處及的士站。詳情如下：

- (1) 「承租人」須在「該土地」內在所有方面「署長」滿意地提供及維持：
 - (a) 7個上落客貨停車位，每個面積3.5米(寬度)乘11.0米(長度)而樓底高度最少須為4.1米；
 - (b) 1個面積3.0米(寬度)乘11.0米(長度)而樓底高度最少須為4.1米的上落客貨停車位；
 - (c) 3個上落客貨停車位，每個面積3.5米(寬度)乘8.0米(長度)而樓底高度最少須為4.1米；
 - (d) 4個上落客貨停車位，每個面積5.0米(寬度)乘12.0米(長度)而樓底高度最少須為4.1米；
 - (e) 所有上述「2013豁免書」之第(1)(a)段至(1)(d)段所指的任何所有上落客貨停車位，只供於「該租契」條款第3(12)(i)(c)條所指的福利及相關設施及「該土地」內的建築物作貨車上落貨物用途。
- (2) 「承租人」須在「該土地」內提供及維持一個最少為20米長的的士站，作為的士上落客之用，在所有方面令「署長」滿意。
- (3) 「承租人」須在「該土地」內提供及維持一個面積3.0米(寬度)乘8.0米(長度)的路旁停車處，供「該租契」條款第3(12)(i)(c)條所指的福利設施使用，在所有方面令「署長」滿意。

[@]「2013豁免書」已遵守。

- * A waiver letter[#] to temporarily waive the restriction on the provision of parking, loading and unloading spaces as contained in Clause No. 3(18)(i) of the said lease of the said land was granted by the Government on 13th January 2006 ("2006 Waiver Letter") so as to permit the provision of parking, loading and unloading spaces in accordance with the requirements set out in the Second Schedule to this 2006 Waiver Letter within the said land. Details are as follows:

- (1) The Lessee shall provide and maintain within the said land to the satisfaction of the Director:
 - (a) 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 residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests, visitors or invitees;
 - (b) spaces for the loading and unloading of motor vehicles (including refuse collection vehicles);
 - (c) space or spaces for the picking up and setting down of passengers from taxis; and
 - (d) lay-by or lay-bys for use relating to the welfare facilities referred to in Clause 3(12)(i)(c) of the said lease.
- (2) The space or spaces and lay-by or lay-bys referred to in Clause (1) of the 2006 Waiver Letter (hereinafter referred to as "the Spaces") shall not be used for any purpose other than for the purposes set out in Clause (1) of the 2006 Waiver Letter, and in particular the Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (3) The number of the Spaces provided or to be provided within the said land and the dimensions and minimum headroom of the Spaces shall be determined by the Director whose determination shall be final and binding upon the Lessee.

[#] The 2006 Waiver Letter shall be for a term of one year commencing on the date of the 2006 Waiver Letter.

- * A waiver letter[@] to temporarily waive the restrictions on the provision of parking, loading and unloading requirements contained in Clauses No. 3(18)(i)(a), (b), (c) and (d) of the said lease of the said land was granted by the Government so as to permit the provision of loading and unloading bays, lay-by and taxi-stand in accordance with the requirements set out in the Second Schedule to the waiver letter within the said land on 10th May 2013 ("2013 Waiver Letter"). Details are as follows:

- (1) The Lessee shall provide and maintain within the said land in all respects to the satisfaction of the Director:
 - (a) 7 loading and unloading bays, each shall occupy an area of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.1 metres;
 - (b) 1 loading and unloading bay shall occupy an area of 3 metres in width and 11 metres in length with a minimum headroom of 4.1 metres;
 - (c) 3 loading and unloading bays, each shall occupy an area of 3.5 metres in width and 8 metres in length with a minimum headroom of 4.1 metres;
 - (d) 4 loading and unloading bays, each shall occupy an area of 5 metres in width and 12 metres in length with a minimum headroom of 4.1 metres; and
 - (e) All the loading and unloading bays as referred to in paragraph (1)(a) to paragraph (1)(d) of the 2013 Waiver Letter shall be used for the loading and unloading of goods vehicles for the purpose of the welfare and related facilities referred to in Clause No. 3(12)(i)(c) of the said lease and the building or buildings within the said land only.
- (2) The Lessee shall provide and maintain within the said land in all respects to the satisfaction of the Director a taxi-stand with a minimum length of 20 metres for the picking up and setting down of passengers from taxi or taxis.
- (3) The Lessee shall provide and maintain within the said land in all respects to the satisfaction of the Director a lay-by with an area of 3 metres in width and 8 metres in length for use relating to the welfare facilities referred to in Clause No. 3(12)(i)(c) of the said lease.

[@] The 2013 Waiver Letter has been complied with.

12 「該租契」條款第3(25)條訂明：

- (i) (a) 「承租人」(僅就「該租契」條款第3(25)(i)(a)條的目的而言，不包括「承租人」的受讓人)須在「該租契」發出之日起計48個月內自費並在所有方面以令「署長」滿意的方式，並按「署長」所批准的材料、標準、水平、定線和設計，作出鋪設、塑造、提供和建造部分未來公路(包括提供和建造「署長」酌情決定需要的橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、人行道或其他構築物，令該部分未來公路可以容納建築物、車輛及行人交通)，該部分在「該租契」的附圖中以綠色和綠色加黑色斜線顯示(以下分別稱為「綠色範圍」及「綠色加黑色斜線範圍」)。
- (b) 「承租人」(僅就「該租契」條款第3(25)(i)(b)條的目的而言，不包括「承租人」的受讓人)須於2001年6月30日或之前自費，並在所有方面以令「署長」滿意的方式，並按「署長」所批准的材料、標準、水平、定線和設計，作出鋪設、塑造、提供和建造部分未來公路(包括提供和建造「署長」酌情決定需要的橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、人行道或其他構築物，令該部分未來公路可以容納建築物、車輛及行人交通)，該部分在「該租契」的附圖中以綠色加黑點顯示(以下稱為「綠色加黑點範圍」)。
- (c) 「承租人」(僅就「該租契」條款第3(25)(i)(c)條的目的而言，不包括「承租人」的受讓人)須在「該租契」條款第3(25)(i)(a)條所述期間屆滿前自費及以令「署長」滿意的方式於「綠色範圍」及「綠色加黑色斜線範圍」表面修整、鋪設路邊石及鋪設渠道，及按「署長」要求為該等範圍提供集水渠、污水渠、排水渠、消防栓連同接駁至總水喉的水管、街燈、交通標誌、街道設施及道路標記。
- (d) 「承租人」(僅就「該租契」條款第3(25)(i)(d)條的目的而言，不包括「承租人」的受讓人)須在「該租契」條款第3(25)(i)(b)條所述的日期當天或之前自費及以令「署長」滿意的方式在「綠色加黑點範圍」表面修整、鋪設路邊石及鋪設渠道，及按「署長」要求為該等範圍提供集水渠、污水渠、排水渠、消防栓連同接駁至總水喉的水管、街燈、交通標誌、街道設施及道路標記。

12 Clause No. 3(25) of the said lease stipulates that:

- (i) (a) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(a) of the said lease shall not include the Lessee's assigns) will within 48 months from the date of the said lease at his own expense and in all respects to the satisfaction of the Director lay form provide and construct in such manner with such materials and to such standards levels alignments and designs as the Director shall approve (including the provision and construction of such bridges tunnels over-passes under-passes culverts viaducts flyovers pavements or such other structures as the Director in his sole discretion may require so that building vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green and green hatched black on the plan annexed to the said lease (hereinafter referred to as "the Green Area" and "the Green Hatched Black Area" respectively).
- (b) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(b) of the said lease shall not include the Lessee's assigns) will on or before the 30th day of June 2001 at his own expense and in all respects to the satisfaction of the Director lay form provide and construct in such manner with such materials and to such standards levels alignments and designs as the Director shall approve (including the provision and construction of such bridges tunnels over-passes under-passes culverts viaducts flyovers pavements or such other structures as the Director in his sole discretion may require so that building vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green stippled black on the plan annexed to the said lease (hereinafter referred to as "the Green Stippled Black Area").
- (c) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(c) of the said lease shall not include the Lessee's assigns) will on or before the expiry of the period referred to in Clause No. 3(25)(i)(a) of the said lease at his own expense and to the satisfaction of the Director surface kerb and channel the Green Area and the Green Hatched Black Area and provide the same with such gullies sewers drains fire hydrants with pipes connected to water mains street lights traffic signs street furniture and road markings as the Director may require.
- (d) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(d) of the said lease shall not include the Lessee's assigns) will on or before the date referred to in Clause No. 3(25)(i)(b) of the said lease at his own expense and to the satisfaction of the Director surface kerb and channel the Green Stippled Black Area and provide the same with such gullies sewers drains fire hydrants with pipes connected to water mains street lights traffic signs street furniture and road markings as the Director may require.

- (e) 「承租人」(「僅就「該租契」條款第3(25)(i)(e)條的目的而言,不包括「承租人」的受讓人)須自費維持「綠色範圍」及「綠色加黑點範圍」以及所有在該範圍之上或之內建造、設置及提供的所有構築物、服務設施、街道設施及植物,使「署長」滿意,直至按「該租契」條款第3(26)條交還「綠色範圍」及「綠色加黑點範圍」的管有權為止;及
- (f) 當「綠色加黑色斜線範圍」按「該租契」條款第3(25)(i)(a)條完成後,「承租人」將自費維持、保養和維修「綠色加黑色斜線範圍」以及所有在該範圍之上或之內建造、設置及提供的所有構築物、服務設施、街道設施及植物,使其維持於良好狀態,及將對一切整體負責,尤如「承租人」是其絕對擁有人一樣。
- (ii) 現同意及聲明,倘若「承租人」在指定的期限內未履行「承租人」根據「該租契」條款第3(25)(i)條規定他的責任,政府可進行必要的工程,費用須由「承租人」支付。「承租人」須按要求向政府支付相等於該工程費用的金額,該金額由「署長」決定,該決定為最終決定,並對「承租人」具有約束力。僅就「該租契」條款第3(25)(ii)條的目的而言,在未履行「承租人」根據「該租契」條款第3(25)(i)(a)、3(25)(i)(b)、3(25)(i)(c)、3(25)(i)(d)及3(25)(i)(e)條(但不包括第3(25)(i)(f)條)的責任時,「承租人」一詞不包括「承租人」的受讓人。
- (iii) 「署長」毋須對「承租人」就履行「承租人」按「該租契」條款第3(25)(i)條須履行的責任所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任,以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或「署長」或其授權的人員提出索償。(註1)

13 「該租契」條款第3(26)條訂明:

僅就進行「該租契」條款第3(25)(i)條指定的必要工程的目的而言,「承租人」須於「該租契」之日期獲授予「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」的管有權,而「綠色範圍」及「綠色加黑點範圍」須在政府要求時交還給政府,「承租人」須於其管有「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」的任何合理時間,允許所有政府和公共車輛和行人自由進出「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」。(註1)

- (e) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(e) of the said lease shall not include the Lessee's assigns) will maintain at his own expense the Green Area and the Green Stippled Black Area together with all structures services street furniture and plant constructed installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area has been delivered in accordance with Clause No. 3(26) of the said lease and
- (f) The Lessee will at its own expense keep maintained and repaired in good condition the Green Hatched Black Area together with all structures services street furniture and plant constructed installed and provided thereon or therein after the same is completed in accordance with Clause No. 3(25)(i)(a) of the said lease and will be responsible for the whole as if the Lessee were the absolute owner thereof.
- (ii) It is agreed and declared that in the event of the non-fulfilment of the Lessee's obligations under Clause No. 3(25)(i) of the said lease within the prescribed period stated therein the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee provided that the expression "the Lessee" for the purpose of this Clause No. 3(25)(ii) of the said lease shall not include the Lessee's assigns in the event of the non-fulfilment of the Lessee's obligations under Clause No. 3(25)(i)(a), 3(25)(i)(b), 3(25)(i)(c), 3(25)(i)(d) and 3(25)(i)(e) of the said lease only but not Clause No. 3(25)(i)(f) of the said lease.
- (iii) The Director 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 fulfilment of the Lessee's obligations under Clause No. 3(25)(i) of the said lease and no claim for compensation will be made against the Government or the Director or his authorised officer by the Lessee in respect of any such loss damage nuisance or disturbance. (Note 1)

13 Clause No. 3(26) of the said lease stipulates that:

For the purpose only of carrying out the necessary works specified in Clause No. 3(25)(i) of the said lease the Lessee will on the date of the said lease be granted possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area and possession of the Green Area and the Green Stippled Black Area will be re-delivered to the Government on demand and the Lessee will at all reasonable times while he is in possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area allow free access over and along the Green Area the Green Hatched Black Area and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic. (Note 1)

14 「該租契」條款第3(27)條訂明：

「承租人」不得在未經「署長」事先書面同意下使用「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」用作儲物用途或搭建任何臨時構築物或構築物。(註1)

15 「該租契」條款第3(28)條訂明：

「承租人」須在其管有「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」期間允許「署長」及其人員、承辦商及任何其他獲「署長」授權人士於任何合理時間內進出、返回及通過「該土地」，以檢查、檢驗及監督任何根據「該租契」條款第3(25)(i)條的規定須進行的工程，及進行檢查、檢驗及監督「署長」認為有必要在「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」進行的任何其他工程。(註1)

16 「該租契」條款第3(29)條訂明：

- (i) 「承租人」(僅就「該租契」條款第3(29)(i)條的目的而言，不包括「承租人」的受讓人)將在「該租契」日期起計48個月內或「署長」行使其絕對酌情權批准的其他日期，按「署長」批准的方式、材料、標準、水平、定線及設計，自費於「該租契」附圖上以黃色顯示的部分(下稱「黃色範圍」)作出鋪設、平整、敷設公用設施、排水及環境美化工程，在所有方面令「署長」滿意，及其後自費維持、管理、保養及維修「黃色範圍」連同其組成部分的或與之有關的一切，令「署長」滿意，直至按「該租契」條款第3(29)(iii)條指定交還「黃色範圍」的管有權予政府為止(現同意及聲明倘若「承租人」未按「該租契」條款第3(29)(i)條規定履行其責任，政府可進行必要的工程，費用由「承租人」支付，「承租人」須按求向政府支付一筆相等於該費用的金額，該金額由「署長」決定，該決定為最終決定，並對「承租人」具約束力)。
- (ii) 「署長」毋須對「承租人」就履行「承租人」按「該租契」條款第3(29)(i)條須履行的責任所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或「署長」或其授權的人員提出索償。

14 Clause No. 3(27) of the said lease stipulates that:

The Lessee will not without the prior written consent of the Director use the Green Area the Green Hatched Black Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or structures. (Note 1)

15 Clause No. 3(28) of the said lease stipulates that:

The Lessee will at all reasonable times while he is in possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area permit the Director his officers contractors and any other persons authorised by him the right of ingress egress and regress to from and through the said land for the purpose of inspecting checking and supervising any works to be carried out in compliance with Clause No. 3(25)(i) of the said lease and the carrying out inspecting checking and supervising of any other works which the Director may consider necessary in the Green Area the Green Hatched Black Area and the Green Stippled Black Area. (Note 1)

16 Clause No. 3(29) of the said lease stipulates that:

- (i) The Lessee (which expression for the purpose of this Clause No. 3(29)(i) of the said lease shall not include the Lessee's assigns) will within 48 months from the date of the said lease or such other date as the Director may approve in his absolute discretion at his own expense and in all respects to the satisfaction of the Director lay form service drain and landscape the area shown coloured yellow on the plan annexed to the said lease (hereinafter referred to as "the Yellow Area") in such manner with such materials and to such standards levels alignments and designs as the Director shall approve and will thereafter at his own expense uphold manage maintain and repair the Yellow Area and everything forming a portion of or pertaining to it to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Clause No. 3(29)(iii) of the said lease (it being agreed and declared that in the event of the non-fulfilment of the Lessee's obligations under this Clause No.3(29)(i) of the said lease the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee).
- (ii) The Director 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 fulfilment of the Lessee's obligations under Clause No. 3(29)(i) of the said lease and no claim for compensation shall be made against the Government or the Director or his authorised officer by the Lessee in respect of any such loss damage nuisance or disturbance.

- (iii) 僅為進行就「該租契」條款第3(29)(i)條所述目的而言，「承租人」(僅就「該租契」條款第3(29)(iii)條所述的目的而言，不包括「承租人」的受讓人)須在「該租契」之日期獲授予「黃色範圍」的管有權，並須將「黃色範圍」按政府要求時交還給政府。及在任何情況下「黃色範圍」的管有權須被視作已於由「署長」發出的信函中指定之日期交還給政府。
- (iv) 「承租人」不得在未經「署長」事先書面同意下使用「黃色範圍」作儲物用途或搭建任何臨時構築物或構築物。
- (v) 「承租人」(僅就「該租契」條款第3(29)(v)條所述的目的而言，不包括「承租人」的受讓人)，「承租人」須在其管有「黃色範圍」期間允許「署長」、其人員、承辦商及任何其他獲「署長」授權人士於任何合理時間內進出、返回及通過「該土地」，以檢查、檢驗及監督任何根據「該租契」條款第3(29)(i)條須進行的工程，並進行檢查、檢驗及監督「署長」認為有必要在「黃色範圍」內進行的任何其他工程。

17 「該租契」條款第3(30)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，避免損壞位於、跨越、低於或毗鄰「該土地」或其任何部分以及「綠色範圍」、「綠色加黑色斜線範圍」、「綠色加黑點範圍」及「黃色範圍」的現有的排水渠、水道或渠道(包括總水喉管)、行人徑、污水渠、溝渠、水管、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「工程及服務設施」)。「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「工程及服務設施」的現況及水平位置，並須向「署長」提交處理任何「工程及服務設施」的書面建議給「署長」，以待全面審批，及不得在取得「署長」對上述工程及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「工程及服務設施」的任何要求和承擔為符合該等要求的費用，包括必須的改道、重鋪或修復的費用。「承租人」須自費支付在一切方面維修、彌補及修復因進行上述工程時對「該土地」、「綠色範圍」、「綠色加黑色斜線範圍」、「綠色加黑點範圍」及「黃色範圍」的表面或位於、跨越、低於或毗鄰「該土地」、「綠色範圍」、「綠色加黑色斜線範圍」、「綠色加黑點範圍」及「黃色範圍」的「工程及服務設施」造成的任

- (iii) For the purpose only of carrying out the necessary works specified in Clause No. 3(29)(i) of the said lease the Lessee (which expression for the purpose of this Clause No. 3(29)(iii) of the said lease shall not include the Lessee's assigns) shall on the date of the said lease be granted possession of the Yellow Area and the Lessee will re-deliver possession of the Yellow Area to the Government on demand and in any event possession of the Yellow Area shall be deemed to have been redelivered to the Government by the Lessee on such date as may be specified in a letter from the Director.
- (iv) The Lessee will not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or structures.
- (v) The Lessee (which expression for the purpose of this Clause No. 3(29)(v) of the said lease shall not include the Lessee's assigns) will at all reasonable times while he is in possession of the Yellow Area permit the Director his officers contractors and any other persons authorised by him the right of ingress egress and regress to from and through the said land for the purpose of inspecting checking and supervising any works to be carried out in compliance with Clause No. 3(29)(i) of the said lease and the carrying out inspecting checking and supervising of any other works which the Director may consider necessary in the Yellow Area.

17 Clause No. 3(30) of the said lease stipulates that:

The Lessee will take or cause to be taken all proper and adequate care skill and precautions at all times and particularly during any construction maintenance renewal or repair work to avoid doing any damage to any existing drain waterway or watercourse (including water main) footpath sewer nullah pipe cable wire utility service or any other works or installations (all together hereinafter referred to as "the Works and Services") being or running upon over under or adjacent to the said land or any part thereof and the Green Area the Green Hatched Black Area the Green Stippled Black Area and the Yellow Area Provided That the Lessee before carrying out any such work as aforesaid will make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services and will submit its proposals for dealing with any of such Works and Services in writing to the Director for his approval in all respects and will not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid and will comply with any requirements of the Director in respect of the Works and Services and will bear the cost of meeting such requirements including the cost of any necessary diversion relaying or reinstatement and will at the Lessee's own expense in all respects repair make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the said land the Green Area the Green Hatched Black Area the Green Stippled Black Area and the Yellow Area or any of the Works and Services running on over under or adjacent to the said land the Green Area the Green Hatched Black Area the Green Stippled Black Area and the Yellow Area in any manner arising out of any such construction maintenance

何損壞或干擾，以「署長」滿意(現同意及聲明倘若「承租人」未能對「該土地」或其中任何部分或任何「工程及服務設施」進行上述必要的改道、重鋪、維修、修復及彌補工程以令「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」須按要求向政府支付該等工程的費用)。(註1)

18 「該租契」條款第3(33)條訂明：

「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責，並向政府及其人員作出彌償。

19 「該租契」條款第3(34)條訂明：

倘若「承租人」、其僱員或代理人破壞或阻塞任何在「該土地」內或毗鄰「該土地」的溝渠、污水渠、雨水渠、總水喉管或其他政府物業，「承租人」須按要求向政府支付相等於修補或移除該等破壞或阻塞的工程費用(現同意及聲明必要的工程由「署長」進行，而「署長」毋須對「承租人」在此方面承擔任何責任)。

20 「該租契」條款第3(35)條訂明：

「承租人」須按要求向政府支付連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠的費用(現同意該等工程須由「署長」進行，而「署長」毋須對「承租人」在此方面承擔任何責任)。

21 「該租契」條款第3(38)條訂明：

「承租人」須在整個「批租年期」間自費並以令消防處處長滿意的方式：

- (i) (a) 在「該土地」提供合適的通道，以便消防器具及消防人員通過已建或已放置，或擬建或擬放置的任何建築物或構築物。
- (b) 允許消防人員和消防器具可在任何時間自由和不受干擾地使用該通道，及
- (c) 保養該通道及保持該通道暢通無阻。

renewal or repair work (it being agreed and declared that if the Lessee fails to carry out any such necessary diversion relaying repairing making good and reinstatement of the said land or any part thereof or of any of the Works and Services to the satisfaction of the Director he the Director may carry out any such diversion relaying repairing reinstatement or making good as he considers necessary and the Lessee will pay to the Government on demand the cost of such works). (Note 1)

18 Clause No. 3(33) of the said lease stipulates that:

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

19 Clause No. 3(34) of the said lease stipulates that:

In the event of any damage or obstruction caused to any nullah sewer storm-water drain water main or other Government properties within or adjoining the said land by the Lessee its servants or agents the Lessee will pay on demand to the Government the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof).

20 Clause No. 3(35) of the said lease stipulates that:

The Lessee will pay on demand to the Government the cost of connecting any drains and sewers from the said land to the Government storm-water drains and sewers (it being agreed that such works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof).

21 Clause No. 3(38) of the said lease stipulates that:

The Lessee will throughout the Lease Term at its own expense and to the satisfaction of the Director of Fire Services :

- (i) (a) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings structure or structures erected or placed or to be erected or placed on the said land
- (b) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access and
- (c) maintain such means of access and keep the same free from obstruction.

- (ii) 允許消防處處長、其官員、其僱員、或其代理人在任何合理時間內，在有通知或沒有通知的情況下，為檢查目的進入「該土地」、其任何部分或在其上已建或已放置，或擬建或擬放置的任何建築物、建築物結構、構築物或其任何部分，以確保「該租契」條款第3(38)(i)條所述的要求得已遵守。

22 「該租契」條款第3(39)條訂明：

「承租人」須自費按消防處處長自行酌情決定的要求在「該土地」(或在獲得「署長」的事先書面同意及批准的情況下於相鄰或毗鄰的政府土地)，及其之上已建或擬建的任何建築物內在消防處處長要求的位置，提供消防栓、消防器具、水泵連接及其他消防裝置及設備(定義見《消防條例》)，使消防處處長滿意，及「承租人」須自費保養上述消防栓、消防器具、水泵連接及其他消防裝置及設備，使其處於修繕妥當的狀態，以令消防處處長滿意的方式。

23 「該租契」條款第3(42)條訂明：

- (i) 「承租人」(僅就「該租契」第3(42)(i)條所述目的而言，不包括「承租人」的受讓人)須於「署長」致「承租人」的信函中指定的時間內自費在「署長」要求或批准的地點，按照其要求或批准的方式、物料、標準、高度、定線、規劃及設計，提供及建造以下構築物，以令「署長」在各方面均滿意，並此後在「該土地」保養以下構築物：
- (a) 柱子及其他結構支撐物和連接物，以及可能需要的自動扶梯、升降機及樓梯(下統稱為「該將來行人天橋「A」的相關構築物」)，並使「該土地」與將來的行人天橋(豎立位置大約位於「該租契」的附圖中標明的E點和F點並經過G點之間)(下稱「該將來行人天橋「A」」)連接，及
- (b) 柱子及其他結構支撐物和連接物，以及可能需要的自動扶梯、升降機及樓梯(下統稱為「該將來行人天橋「B」的相關構築物」)，並使「該土地」與將來的行人天橋(豎立位置大約位於「該租契」的附圖中標明的A點和B點之間並經過C點)(下稱「該將來行人天橋「B」」)連接。

- (ii) permit the Director of Fire Services his officers servants or agents at all reasonable times with or without notice to enter upon the said land or any part thereof or any building or buildings structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in Clause No. 3(38)(i) of the said lease have been complied with.

22 Clause No. 3(39) of the said lease stipulates that:

The Lessee will at its own expense and to the satisfaction of the Director of Fire Services provide fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the said land (or subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require and the Lessee will maintain at its own expense the said fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

23 Clause No. 3(42) of the said lease stipulates that:

- (i) The Lessee (which expression for the purpose of this Clause No. 3(42)(i) of the said lease shall not include the Lessee's assigns) will at his own expense within such time as may be specified by the Director in a letter to the Lessee and in all respects to the satisfaction of the Director provide construct at such location or locations in such manner with such materials and to such standards levels alignments dispositions and designs as may be required or approved by the Director and thereafter maintain upon the said land the following structures :
- (a) columns and such other structural supports and connections together with such escalators lifts stairways as may be required (hereinafter collectively referred to as "the Future Footbridge Associated Structures of the Future Footbridge 'A' ") linking the said land to the future footbridge (hereinafter referred to as "the Future Footbridge 'A' ") which may in future be erected approximately between the points E and F through G and marked on the plan annexed to the said lease and
- (b) columns and such other structural supports and connections together with such escalators lifts stairways as may be required (hereinafter collectively referred to as "the Future Footbridge Associated Structures of the Future Footbridge 'B' ") linking the said land to the future footbridge (hereinafter referred to as "the Future Footbridge 'B' ") which may in future be erected approximately between the points A and B through C and marked on the plan annexed to the said lease.

- (ii) 當「署長」要求時，「承租人」須自費執行「署長」所要求及批准的任何必要工程，暫時關閉在「該土地」或其任何部分上已建或擬建的建築物內任何出入口，以達致令「署長」在所有方面滿意，以便「該將來行人天橋「A」」與「該將來行人天橋「B」」連接到「該土地」或其任何部分。「承租人」並將要承擔該臨時關閉的任何必須保養工程，並貫徹執行，以達致令「署長」滿意。
- (iii) 為免生疑問，「承租人」確認及同意政府並不表示或保證「該將來行人天橋「A」」與「該將來行人天橋「B」」在將來興建（不論其有否憑藉「該租契」第3(42)條或有否憑藉行使「該租契」第3(42)條賦予的權利所採取的任何行動）。假如「該將來行人天橋「A」」與「該將來行人天橋「B」」沒有兌現興建，政府毋須對「承租人」因其與之相關的或由其導致的任何損失或損害承擔任何責任。
- (iv) 「承租人」須在整個「批租年期」內，在任何時間並在遵守「署長」所要求的任何規定，准許「香港房屋委員會」的職員及「香港房屋委員會」授權的任何其他人士，為所有合法目的自由和免費以及以步行方式經過或再經過「該將來行人天橋「B」」及作為其組成部分或與其相關的「該將來行人天橋「B」」的相關構築物，以便往來毗鄰或鄰近的地段。
- (v) 「承租人」須在整個「批租年期」內，在任何時間並在遵守「署長」所要求的任何規定，准許公眾人士，為所有合法目的自由和免費以及以步行方式經過或再經過「該將來行人天橋「A」」及作為其組成部分或與其相關的「該將來行人天橋「A」」的相關構築物，以便往來毗鄰或鄰近的地段。

24 「該租契」條款第3(44)條訂明：

如果在發展或重建「該土地」或其中任何部分時已安裝預應力地樁，則在其整個使用年期內，「承租人」須自費以令「署長」滿意的方式對預應力地樁進行定期保養及監察，並在「署長」不時依其絕對酌情認為需要時提供上述此類監察工程的報告及資料給「署長」，如「承租人」不理會或未能進行上述要求的定期監察工程，「署長」可隨即執行及進行所需的定期監察工程，而「承租人」須按要求時償還給政府該等工程的費用。

- (ii) When called upon so to do by the Director the Lessee will at his own expense and in all respects to the satisfaction of the Director execute all necessary works as may be required and approved by the Director for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the said land or any part thereof so as to enable the Future Footbridge 'A' and the Future Footbridge 'B' to be connected thereto and the Lessee will be responsible for all necessary maintenance works for such temporary closure and will effect the same to the satisfaction of the Director.
- (iii) For the avoidance of doubt the Lessee acknowledges and agrees that the Government in no way represents or warrants by virtue of this Clause No. 3(42) of the said lease or by any action taken in the exercise by the Government of the rights conferred under this Clause No. 3(42) of the said lease that the Future Footbridge 'A' and the Future Footbridge 'B' will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any loss or damage howsoever arising out thereof or in connection therewith or as a consequence thereof if the Future Footbridge 'A' and the Future Footbridge 'B' will not be constructed in the future.
- (iv) The Lessee will throughout the Lease Term at all times and in compliance with any requirements which the Director may impose permit the staff of the Hong Kong Housing Authority and any other persons authorised by the Hong Kong Housing Authority for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along to and from the Future Footbridge 'B' and the Future Footbridge Associated Structures of the Future Footbridge 'B' forming part thereof or pertaining thereto through the said land or any part thereof or the buildings or any part of the buildings thereon for the purposes of gaining access from or to the adjacent or neighbouring lot or lots.
- (v) The Lessee will throughout the Lease Term at all times and in compliance with any requirements which the Director may impose permit the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along to and from the Future Footbridge 'A' and the Future Footbridge Associated Structures of the Future Footbridge 'A' forming part thereof or pertaining thereto through the said land or any part thereof or the buildings or any part of the buildings thereon for the purposes of gaining access from or to the adjacent or neighbouring lot or lots.

24 Clause No. 3(44) of the said lease stipulates that:

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

25 「該租契」條款第3(46)條訂明(註2)：

- (i) 除於「該租契」條款第3(46)條第(ii)款、第(iii)款及第(iv)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；
- (ii) 「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；
- (iii) 「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：
 - (a) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - (b) 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；
 - (c) 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））；
 - (d) 每份根據「該租契」條款第3(46)條第(iii)款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(46)條所載的條款及條件限制；以及
 - (e) 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的售價不得多於「買價」；

25 Clause No. 3(46) of the said lease stipulates that (Note 2):

- (i) except as provided in sub-sub-clauses (ii), (iii) and (iv) of Clause No.3(46) of the said 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;
- (ii) 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;
- (iii) 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:
 - (a) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - (b) 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;
 - (c) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its sole and absolute discretion are observed and complied with;
 - (d) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of this sub-sub-clause (iii) of Clause No.3(46) of the said lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No.3(46) of the said lease; and
 - (e) 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;

- (iv) 於「期間」屆滿後，
- (a) 「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
 - (b) 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」；
- (v) 儘管「該租契」條款第3(46)條第(i)款有所規定，「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；
- (vi) 在「業主」根據「該租契」條款第3(46)條第(iv)款向「承租人」繳付「補價」後，「該租契」條款第3(46)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；
- (vii) 就「該租契」條款第3(46)條而言，
- (a) 「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；
 - (b) 「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；
 - (c) 「承租人」一詞不包括其受讓人；
 - (d) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
 - (e) 「業主」指獲「承租人」根據「該租契」條款第3(17)(i)條轉讓或同意轉讓「該土地」的不分割份數連同在「該土地」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(46)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；
 - (f) 「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；
- (iv) after the expiry of the Period,
- (a) 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
 - (b) 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;
- (v) notwithstanding sub-sub-clause (i) of Clause No.3(46) of the said 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;
- (vi) upon payment of the Premium by an owner to the Lessee in accordance with sub-sub-clause (iv) of Clause No.3(46) of the said lease, Clause No.3(46) of the said lease shall no longer apply to and cease to have effect on the owner's residential flat;
- (vii) for the purposes of Clause No.3(46) of the said lease:
- (a) "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;
 - (b) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
 - (c) the expression "Lessee" excludes its assigns;
 - (d) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;
 - (e) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the said land together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the said land under Clause 3(17)(i) of the said lease; and for the purpose of Clause No.3(46) of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
 - (f) "Period" means a period of 10 years after the date of the First Assignment;

- (g) 「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；

- (h) 「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
- (i) 「住宅單位」指於「該土地」已建或擬建的建築物內並獲分配「該土地」的不分割份數的住宅單位；以及

(viii) 儘管「該租契」條款第3(46)條第(iii)款、第(v)款及第(vii)款有相反規定，「承租人」根據「該租契」條款第3(46)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。

26 「該租契」條款第4(4)條訂明：

政府的總鹹水供應管道將提供作沖廁用途，「承租人」將被要求接納此供應，並安裝能夠承受鹽水腐蝕作用的水管裝置。假如在需要時沒有鹹水供應，政府則會提供臨時淡水總水喉管作沖廁用途（現同意並聲明臨時淡水總水喉管(如需要)及最終的鹹水供應將按一般條款提供，除非《水務設施條例》或任何修訂或替換它的法規另有規定）。

註：

1. 「綠色範圍」及「綠色加黑點範圍」的管有權已於完成「該租契」條款第3(25)(i)條指定的必要工程後於2008年11月或之前根據「該租契」條款第3(26)條按交還給政府。「綠色加黑色斜線範圍」已由政府之路政署及運輸署於2008年11月或之前接管並保養及管理。
2. 根據一份日期為2019年5月14日以註冊編號19052101210018於土地註冊處註冊的修訂書（僅限於影響九龍內地段第11119號C分段但沒有更進一步或其他），第3(46)條已被視作增加至「該租契」中。
3. 請查閱「該租契」、四封不反對通知書、兩封豁免書及修訂書及其附件以了解上述條款及「該租契」的其他條款、四封不反對通知書、兩封豁免書及修訂書的全部詳情。「該租契」、四封不反對通知書、兩封豁免書及修訂書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。

- (g) “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;

- (h) “Purchase Price” means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and
- (i) “residential flat” means a residential flat in the building or buildings erected or to be erected on the said land and to which an undivided share or undivided shares of and in the said land has or have been allocated; and

(viii) Notwithstanding anything to the contrary contained in sub-sub-clauses (iii), (v) and (vii) of Clause No.3(46) of the said lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No.3(46) of the said 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.

26 Clause No. 4(4) of the said lease stipulates that:

A salt water supply from Government mains will be given for flushing purposes and the Lessee will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water and if a salt water supply is not available when required a temporary mains fresh water supply will be provided for flushing purposes (it being agreed and declared that temporary mains fresh water supply if required and the ultimate salt water supply will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing it).

Notes :

1. Possession of the Green Area and the Green Stippled Black Area has already been, upon demand, re-delivered to the Government in or before November 2008 in accordance with Clause No. 3(26) of the said lease, upon completion of the necessary works specified in Clause No. 3(25)(i) of the said lease. Possession of the Green Hatched Black Area has been taken over by the Highways Department and the Transport Department of the Government in or before November 2008 for maintenance and management.
2. Clause No.3(46) is deemed to be added to the said lease pursuant to the Modification Letter dated the 14th day of May 2019 and registered in the Land Registry by Memorial No. 19052101210018 (in so far as Section C of Kowloon Inland Lot No.11119 is concerned but no further or otherwise).
3. For full details of the above provisions and other provisions in the said lease, the four No Objection Letters, the two Waiver Letters and the Modification Letter, please refer to the said lease, the four No Objection Letters, the two Waiver Letters and the Modification Letter and the enclosures thereto. Full script of the said lease, the four No Objection Letters, the two Waiver Letters and the Modification Letter are available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」(直至其管有權按「該租契」(見批地文件的摘要內的定義)交還予政府為止)

(i) 批地文件的有關條文

「該租契」條款第3(25)條訂明：

- (i) (a)** 「承租人」(僅就「該租契」條款第3(25)(i)(a)條的目的而言,不包括「承租人」的受讓人)須在「該租契」發出之日起計48個月內自費並在所有方面以令「署長」滿意的方式,並按「署長」所批准的材料、標準、水平、定線和設計,作出鋪設、塑造、提供和建造部分未來公路(包括提供和建造「署長」酌情決定需要的橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、人行道或其他構築物,令該部分未來公路可以容納建築物、車輛及行人交通),該部分在「該租契」的附圖中以綠色和綠色加黑色斜線顯示(以下分別稱為「綠色範圍」及「綠色加黑色斜線範圍」)。
- (b)** 「承租人」(僅就「該租契」條款第3(25)(i)(b)條的目的而言,不包括「承租人」的受讓人)須於2001年6月30日或之前自費,並在所有方面以令「署長」滿意的方式,並按「署長」所批准的材料、標準、水平、定線和設計,作出鋪設、塑造、提供和建造部分未來公路(包括提供和建造「署長」酌情決定需要的橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、人行道或其他構築物,令該部分未來公路可以容納建築物、車輛及行人交通),該部分在「該租契」的附圖中以綠色加黑點顯示(以下稱為「綠色加黑點範圍」)。
- (c)** 「承租人」(僅就「該租契」條款第3(25)(i)(c)條的目的而言,不包括「承租人」的受讓人)須在「該租契」條款第3(25)(i)(a)條所述期間屆滿前自費及以令「署長」滿意的方式於「綠色範圍」及「綠色加黑色斜線範圍」表面修整、鋪設路邊石及鋪設渠道,及按「署長」要求為該等範圍提供集水渠、污水渠、排水渠、消防栓連同接駁至總水喉的水管、街燈、交通標誌、街道設施及道路標記。

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

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

(i) Relevant Provisions of the Land Grant

Clause No. 3(25) of the said lease stipulates that:

- (i) (a)** The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(a) of the said lease shall not include the Lessee's assigns) will within 48 months from the date of the said lease at his own expense and in all respects to the satisfaction of the Director lay form provide and construct in such manner with such materials and to such standards levels alignments and designs as the Director shall approve (including the provision and construction of such bridges tunnels over-passes under-passes culverts viaducts flyovers pavements or such other structures as the Director in his sole discretion may require so that building vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green and green hatched black on the plan annexed to the said lease (hereinafter referred to as "the Green Area" and "the Green Hatched Black Area" respectively).
- (b)** The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(b) of the said lease shall not include the Lessee's assigns) will on or before the 30th day of June 2001 at his own expense and in all respects to the satisfaction of the Director lay form provide and construct in such manner with such materials and to such standards levels alignments and designs as the Director shall approve (including the provision and construction of such bridges tunnels over-passes under-passes culverts viaducts flyovers pavements or such other structures as the Director in his sole discretion may require so that building vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green stippled black on the plan annexed to the said lease (hereinafter referred to as "the Green Stippled Black Area").
- (c)** The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(c) of the said lease shall not include the Lessee's assigns) will on or before the expiry of the period referred to in Clause No. 3(25)(i)(a) of the said lease at his own expense and to the satisfaction of the Director surface kerb and channel the Green Area and the Green Hatched Black Area and provide the same with such gullies sewers drains fire hydrants with pipes connected to water mains street lights traffic signs street furniture and road markings as the Director may require.

- (d) 「承租人」(僅就「該租契」條款第3(25)(i)(d)條的目的而言,不包括「承租人」的受讓人)須在「該租契」條款第3(25)(i)(b)條所述的日期當天或之前自費及以令「署長」滿意的方式在「綠色加黑點範圍」表面修整、鋪設路邊石及鋪設渠道,及按「署長」要求為該等範圍提供集水渠、污水渠、排水渠、消防栓連同接駁至總水喉的水管、街燈、交通標誌、街道設施及道路標記。
- (e) 「承租人」(「僅就「該租契」條款第3(25)(i)(e)條的目的而言,不包括「承租人」的受讓人)須自費維持「綠色範圍」及「綠色加黑點範圍」以及所有在該範圍之上或之內建造、設置及提供的所有構築物、服務設施、街道設施及植物,使「署長」滿意,直至按「該租契」條款第3(26)條交還「綠色範圍」及「綠色加黑點範圍」的管有權為止;及
- (f) 當「綠色加黑色斜線範圍」按「該租契」條款第3(25)(i)(a)條完成後,「承租人」將自費維持、保養和維修「綠色加黑色斜線範圍」以及所有在該範圍之上或之內建造、設置及提供的所有構築物、服務設施、街道設施及植物,使其維持於良好狀態,及將對一切整體負責,尤如「承租人」是其絕對擁有人一樣。
- (ii) 現同意及聲明,倘若「承租人」在指定的期限內未履行「承租人」根據「該租契」條款第3(25)(i)條規定他的責任,政府可進行必要的工程,費用須由「承租人」支付。「承租人」須按要求向政府支付相等於該工程費用的金額,該金額由「署長」決定,該決定為最終決定,並對「承租人」具有約束力。僅就「該租契」條款第3(25)(ii)條的目的而言,在未履行「承租人」根據「該租契」條款第3(25)(i)(a)、3(25)(i)(b)、3(25)(i)(c)、3(25)(i)(d)及3(25)(i)(e)條(但不包括第3(25)(i)(f)條)的責任時,「承租人」一詞不包括「承租人」的受讓人。
- (iii) 「署長」毋須對「承租人」就履行「承租人」按「該租契」條款第3(25)(i)條須履行的責任所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任,以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或「署長」或其授權的人員提出索償。(註)
- (d) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(d) of the said lease shall not include the Lessee's assigns) will on or before the date referred to in Clause No. 3(25)(i)(b) of the said lease at his own expense and to the satisfaction of the Director surface kerb and channel the Green Stippled Black Area and provide the same with such gullies sewers drains fire hydrants with pipes connected to water mains street lights traffic signs street furniture and road markings as the Director may require.
- (e) The Lessee (which expression for the purpose of this Clause No. 3(25)(i)(e) of the said lease shall not include the Lessee's assigns) will maintain at his own expense the Green Area and the Green Stippled Black Area together with all structures services street furniture and plant constructed installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area has been delivered in accordance with Clause No. 3(26) of the said lease and
- (f) The Lessee will at its own expense keep maintained and repaired in good condition the Green Hatched Black Area together with all structures services street furniture and plant constructed installed and provided thereon or therein after the same is completed in accordance with Clause No. 3(25)(i)(a) of the said lease and will be responsible for the whole as if the Lessee were the absolute owner thereof.
- (ii) It is agreed and declared that in the event of the non-fulfilment of the Lessee's obligations under Clause No. 3(25)(i) of the said lease within the prescribed period stated therein the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee provided that the expression "the Lessee" for the purpose of this Clause No. 3(25)(ii) of the said lease shall not include the Lessee's assigns in the event of the non-fulfilment of the Lessee's obligations under Clauses No. 3(25)(i)(a), 3(25)(i)(b), 3(25)(i)(c), 3(25)(i)(d) and 3(25)(i)(e) of the said lease only but not Clause No. 3(25)(i)(f) of the said lease.
- (iii) The Director 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 fulfilment of the Lessee's obligations under Clause No. 3(25)(i) of the said lease and no claim for compensation will be made against the Government or the Director or his authorised officer by the Lessee in respect of any such loss damage nuisance or disturbance. (Note)

「該租契」條款第3(26)條訂明：

僅就進行「該租契」條款第3(25)(i)條指定的必要工程的目的而言，「承租人」須於「該租契」之日期獲授予「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」的管有權，而「綠色範圍」及「綠色加黑點範圍」須在政府要求時交還給政府，「承租人」須於其管有「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」的任何合理時間，允許所有政府和公共車輛和行人自由進出「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」。(註)

「該租契」條款第3(27)條訂明：

「承租人」不得在未經「署長」事先書面同意下使用「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」用作儲物用途或搭建任何臨時構築物或構築物。(註)

「該租契」條款第3(28)條訂明：

「承租人」須在其管有「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」期間允許「署長」及其人員、承辦商及任何其他獲「署長」授權人士於任何合理時間內進出、返回及通過「該土地」，以檢查、檢驗及監督任何根據「該租契」條款第3(25)(i)條的規定須進行的工程，及進行檢查、檢驗及監督「署長」認為有必要在「綠色範圍」、「綠色加黑色斜線範圍」及「綠色加黑點範圍」進行的任何其他工程。(註)

(ii) 「公契」的有關條文

不適用

Clause No. 3(26) of the said lease stipulates that:

For the purpose only of carrying out the necessary works specified in Clause No. 3(25)(i) of the said lease the Lessee will on the date of the said lease be granted possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area and possession of the Green Area and the Green Stippled Black Area will be re-delivered to the Government on demand and the Lessee will at all reasonable times while he is in possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area allow free access over and along the Green Area the Green Hatched Black Area and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic. (Note)

Clause No. 3(27) of the said lease stipulates that:

The Lessee will not without the prior written consent of the Director use the Green Area the Green Hatched Black Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or structures. (Note)

Clause No. 3(28) of the said lease stipulates that:

The Lessee will at all reasonable times while he is in possession of the Green Area the Green Hatched Black Area and the Green Stippled Black Area permit the Director his officers contractors and any other persons authorised by him the right of ingress egress and regress to from and through the said land for the purpose of inspecting checking and supervising any works to be carried out in compliance with Clause No. 3(25)(i) of the said lease and the carrying out inspecting checking and supervising of any other works which the Director may consider necessary in the Green Area the Green Hatched Black Area and the Green Stippled Black Area. (Note)

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

Not applicable

註：「綠色範圍」及「綠色加黑點範圍」的管有權已於完成「該租契」條款第3(25)(i)條指定的必要工程後於2008年11月或之前根據「該租契」條款第3(26)條按要求交還給政府。「綠色加黑色斜線範圍」已由政府之路政署及運輸署於2008年11月或之前接管並保養及管理。

Note: Possession of the Green Area and the Green Stippled Black Area has already been, upon demand, re-delivered to the Government in or before November 2008 in accordance with Clause No. 3(26) of the said lease, upon completion of the necessary works specified in Clause No. 3(25)(i) of the said lease. Possession of the Green Hatched Black Area has been taken over by the Highways Department and the Transport Department of the Government in or before November 2008 for maintenance and management.

2. 「黃色範圍」(直至其管有權按「該租契」交還予政府為止)

(i) 批地文件的有關條文

「該租契」條款第3(29)條訂明：

- (i) 「承租人」(僅就「該租契」條款第3(29)(i)條的目的而言，不包括「承租人」的受讓人)將在「該租契」日期起計48個月內或「署長」行使其絕對酌情權批准的其他日期，按「署長」批准的方式、材料、標準、水平、定線及設計，自費於「該租契」附圖上以黃色顯示的部分(下稱「黃色範圍」)作出鋪設、平整、敷設公用設施、排水及環境美化工程，在所有方面令「署長」滿意，及其後自費維持、管理、保養及維修「黃色範圍」連同其組成部分的或與之有關的一切，令「署長」滿意，直至按「該租契」條款第3(29)(iii)條指定交還「黃色範圍」的管有權予政府為止(現同意及聲明倘若「承租人」未按「該租契」條款第3(29)(i)條規定履行其責任，政府可進行必要的工程，費用由「承租人」支付，「承租人」須按要求向政府支付一筆相等於該費用的金額，該金額由「署長」決定，該決定為最終決定，並對「承租人」具約束力)。
- (ii) 「署長」毋須對「承租人」就履行「承租人」按「該租契」條款第3(29)(i)條須履行的責任所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或「署長」或其授權的人員提出索償。
- (iii) 僅為進行就「該租契」條款第3(29)(i)條所述目的而言，「承租人」(僅就「該租契」條款第3(29)(iii)條所述的目的而言，不包括「承租人」的受讓人)須在「該租契」之日期獲授予「黃色範圍」的管有權，並須將「黃色範圍」按政府要求時交還給政府。及在任何情況下「黃色範圍」的管有權須被視作已於由「署長」發出的信函中指定之日期交還給政府。

2. THE YELLOW AREA (until possession is re-delivered to the Government in accordance with the said lease)

(i) Relevant Provisions of the Land Grant

Clause No. 3(29) of the said lease stipulates that:

- (i) The Lessee (which expression for the purpose of this Clause No. 3(29)(i) of the said lease shall not include the Lessee's assigns) will within 48 months from the date of the said lease or such other date as the Director may approve in his absolute discretion at his own expense and in all respects to the satisfaction of the Director lay form service drain and landscape the area shown coloured yellow on the plan annexed to the said lease (hereinafter referred to as "the Yellow Area") in such manner with such materials and to such standards levels alignments and designs as the Director shall approve and will thereafter at his own expense uphold manage maintain and repair the Yellow Area and everything forming a portion of or pertaining to it to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Clause No. 3(29)(iii) of the said lease (it being agreed and declared that in the event of the non-fulfilment of the Lessee's obligations under this Clause No.3(29)(i) of the said lease the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee).
- (ii) The Director 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 fulfilment of the Lessee's obligations under Clause No. 3(29)(i) of the said lease and no claim for compensation shall be made against the Government or the Director or his authorised officer by the Lessee in respect of any such loss damage nuisance or disturbance.
- (iii) For the purpose only of carrying out the necessary works specified in Clause No. 3(29)(i) of the said lease the Lessee (which expression for the purpose of this Clause No. 3(29)(iii) of the said lease shall not include the Lessee's assigns) shall on the date of the said lease be granted possession of the Yellow Area and the Lessee will re-deliver possession of the Yellow Area to the Government on demand and in any event possession of the Yellow Area shall be deemed to have been redelivered to the Government by the Lessee on such date as may be specified in a letter from the Director.

- (iv) 「承租人」不得在未經「署長」事先書面同意下使用「黃色範圍」作儲物用途或搭建任何臨時構築物或構築物。
- (v) 「承租人」（僅就「該租契」條款第3(29)(v)條所述的目的而言，不包括「承租人」的受讓人），「承租人」須在其管有「黃色範圍」期間允許「署長」、其人員、承辦商及任何其他獲「署長」授權人士於任何合理時間內進出、返回及通過「該土地」，以檢查、檢驗及監督任何根據「該租契」條款第3(29)(i)條須進行的工程，並進行檢查、檢驗及監督「署長」認為有必要在「黃色範圍」內進行的任何其他工程。

(ii) 「公契」的有關條文

不適用

3. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第3(33)條訂明：

「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責，並向政府及其人員作出彌償。

「該租契」條款第3(34)條訂明：

倘若「承租人」、其僱員或代理人破壞或阻塞任何在「該土地」內或毗鄰「該土地」的溝渠、污水渠、雨水渠、總水喉管或其他政府物業，「承租人」須按要求向政府支付相等於修補或移除該等破壞或阻塞的工程費用（現同意及聲明必要的工程由「署長」進行，而「署長」毋須對「承租人」在此方面承擔任何責任）。

「該租契」條款第3(35)條訂明：

「承租人」須按要求向政府支付連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠的費用（現同意該等工程須由「署長」進行，而「署長」毋須對「承租人」在此方面承擔任何責任）。

- (iv) The Lessee will not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or structures.
- (v) The Lessee (which expression for the purpose of this Clause No. 3(29)(v) of the said lease shall not include the Lessee's assigns) will at all reasonable times while he is in possession of the Yellow Area permit the Director his officers contractors and any other persons authorised by him the right of ingress egress and regress to from and through the said land for the purpose of inspecting checking and supervising any works to be carried out in compliance with Clause No. 3(29)(i) of the said lease and the carrying out inspecting checking and supervising of any other works which the Director may consider necessary in the Yellow Area.

(ii) Relevant Provisions of the DMC

Not applicable

3. DRAINS AND CHANNELS

(i) Relevant Provisions of the Land Grant

Clause No. 3(33) of the said lease stipulates that:

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

Clause No. 3(34) of the said lease stipulates that:

In the event of any damage or obstruction caused to any nullah sewer storm-water drain water main or other Government properties within or adjoining the said land by the Lessee its servants or agents the Lessee will pay on demand to the Government the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof).

Clause No. 3(35) of the said lease stipulates that:

The Lessee will pay on demand to the Government the cost of connecting any drains and sewers from the said land to the Government storm-water drains and sewers (it being agreed that such works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof).

(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」。

根據「公契」第四節第18條第(j)項，「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「該土地」及「屋苑」或相鄰土地中、下或內而乃完全或局部供「該土地」及「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。
- (2) 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管道。

根據「公契」第四節第18條第(aw)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式保養所需的排水渠及管道，以將落在或流經「該土地」上的暴雨或雨水截流並排送至最接近的水道、集水井、管道或政府雨水渠。

根據「公契」第四節第18條第(ax)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護、保養及維修全部或任何水槽、喉管、電線、電纜、下水道、排水渠、明渠、暗渠、管道、煙道、導管、水路或水道（包括水管）。

根據「公契」第七節第51(b)(1)條第(iv)項，由「經理人」擬備的周年財政預算的第二部分第一節應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物（專為「住宅大廈」或「停車場大廈」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」及「停車場大廈」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、總水喉管和管道及其他地方的維修費用與開支及所有其他費用與支出。

根據「公契」第七節第51(b)(1)條第(xviii)項，由「經理人」擬備的周年財政預算的第二部分第一節應包括建造、建築、維修及更改歸屬該「屋苑」或與毗鄰或毗連其他物業共用的任何部分的一切或任何道路、小巷、行人路、管道、圍欄及共用牆、化糞池、私家或公共污水及排水渠的費用及收費的開支之合理份數及部分。

(ii) 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.

Pursuant to **Clause 18(j) 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 said land and the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the said land and the Estate; and
- (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(aw) of Section IV** of the DMC, the Manager shall have the powers functions and obligations to maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the said land to the satisfaction of the Director of Lands.

Pursuant to **Clause 18(ax) 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) to the satisfaction of the Director of Lands.

Pursuant to **Clause 51(b)(1)(iv) of Section VII** of the DMC, the first section of the second part of the annual budget to be prepared by the Manager 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 Blocks or the Car Park 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 Blocks or the Car Park Block), or that are required to be maintained under the said lease.

Pursuant to **Clause 51(b)(1)(xviii) of Section VII** of the DMC, the first section of the second part of the annual budget to be prepared by the Manager shall cover the expenses for 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 Estate or any part thereof in common with other premises near or adjoining thereto.

根據「公契」第七節第51(c)(3)條，由「經理人」擬備的周年財政預算的第三部分應包括維修的成本及費用及現已或將會為支撐「住宅大廈」而建造的地基、支柱及其他構築物以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管和管道及其他地方的維修費用與支出和所有其他費用與支出。

根據「公契」附表二B部分第(a)條，各「不分割份數」及持有、使用、佔用及享用「屋苑」的部分受制於「經理人」的全權及特權在發出通知(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、工人及其他人士進入「屋苑」任何部分，執行「屋苑」或其任何部分(包括「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」或其任何部分以作為供「該土地」及「屋苑」享用的任何設施而非作為個別「業主」的個人目的或享受的任何其他器具、設施或服務之必要保養或維修工程，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「公契」或「副公契」(如有)訂明「經理人」具有的權力及職責，儘量減少干擾並須立即修復因此造成的損壞，但須以下列條件作為前提：「經理人」須自費修復因此造成的任何損壞並對「經理人」、其僱員、工人、承辦商及代理人之疏忽、蓄意或刑事行為負責，並須盡量減少干擾。

根據「公契」附表四第18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、出水口或連接至任何廁所或其他用水裝置，及承擔上述排水渠、出水口及連接設備的失修所造成「屋苑」任何其他部分的任何損壞。

4. 將來的行人天橋

(i) 批地文件的有關條文

「該租契」條款第3(42)條訂明：

- (i) 「承租人」(僅就「該租契」第3(42)(i)條所述目的而言，不包括「承租人的受讓人)須於「署長」致「承租人」的信函中指定的時間內自費在「署長」要求或批准的地點，按照其要求或批准的方式、物料、標準、高度、定線、規劃及設計，提供及建造以下構築物，以令「署長」在各方面均滿意，並此後在「該土地」保養以下構築物：

Pursuant to **Clause 51(c)(3) of Section VII** of the DMC, the third part of the annual budget to be prepared by the Manager 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 Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks.

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

Pursuant to **Clause 18 of the Fourth Schedule** of 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.

4. FUTURE FOOTBRIDGE

(i) Relevant Provisions of the Land Grant

Clause No. 3(42) of the said lease stipulates that:

- (i) The Lessee (which expression for the purpose of this Clause No. 3(42)(i) of the said lease shall not include the Lessee's assigns) will at his own expense within such time as may be specified by the Director in a letter to the Lessee and in all respects to the satisfaction of the Director provide construct at such location or locations in such manner with such materials and to such standards, levels, alignments, dispositions and designs as may be required or approved by the Director and thereafter maintain upon the said land the following structures:

- (a) 柱子及其他結構支撐物和連接物，以及可能需要的自動扶梯、升降機及樓梯(下統稱為「該將來行人天橋「A」的相關構築物」)，並使「該土地」與將來的行人天橋(豎立位置大約位於「該租契」的附圖中標明的E點和F點並經過G點之間)(下稱「該將來行人天橋「A」」)連接，及
- (b) 柱子及其他結構支撐物和連接物，以及可能需要的自動扶梯、升降機及樓梯(下統稱為「該將來行人天橋「B」的相關構築物」)，並使「該土地」與將來的行人天橋(豎立位置大約位於「該租契」的附圖中標明的A點和B點之間並經過C點)(下稱「該將來行人天橋「B」」)連接。
- (ii) 當「署長」要求時，「承租人」須自費執行「署長」所要求及批准的任何必要工程，暫時關閉在「該土地」或其任何部分上已建或擬建的建築物內任何出入口，以達致令「署長」在所有方面滿意，以便「該將來行人天橋「A」」與「該將來行人天橋「B」」連接到「該土地」或其任何部分。「承租人」並將要承擔該臨時關閉的任何必須保養工程，並貫徹執行，以達致令「署長」滿意。
- (iii) 為免生疑問，「承租人」確認及同意政府並不表示或保證「該將來行人天橋「A」」與「該將來行人天橋「B」」在將來興建(不論其有否憑藉「該租契」第3(42)條或有否憑藉行使「該租契」第3(42)條賦予的權利所採取的任何行動)。假如「該將來行人天橋「A」」與「該將來行人天橋「B」」沒有兌現興建，政府毋須對「承租人」因其與之相關的或由其導致的任何損失或損害承擔任何責任。
- (iv) 「承租人」須在整個「批租年期」內，在任何時間並在遵守「署長」所要求的任何規定，准許「香港房屋委員會」的職員及「香港房屋委員會」授權的任何其他人士，為所有合法目的自由和免費以及以步行方式經過或再經過「該將來行人天橋「B」」及作為其組成部分或與其相關的「該將來行人天橋「B」的相關構築物」，以便往來毗鄰或鄰近的地段。
- (a) columns and such other structural supports and connections together with such escalators lifts stairways as may be required (hereinafter collectively referred to as "the Future Footbridge Associated Structures of the Future Footbridge 'A'") linking the said land to the future footbridge (hereinafter referred to as "the Future Footbridge 'A'") which may in future be erected approximately between the points E and F through G and marked on the plan annexed to the said lease and
- (b) columns and such other structural supports and connections together with such escalators lifts stairways as may be required (hereinafter collectively referred to as "the Future Footbridge Associated Structures of the Future Footbridge 'B'") linking the said land to the future footbridge (hereinafter referred to as "the Future Footbridge 'B'") which may in future be erected approximately between the points A and B through C and marked on the plan annexed to the said lease.
- (ii) When called upon so to do by the Director the Lessee will at his own expense and in all respects to the satisfaction of the Director execute all necessary works as may be required and approved by the Director for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the said land or any part thereof so as to enable the Future Footbridge 'A' and the Future Footbridge 'B' to be connected thereto and the Lessee will be responsible for all necessary maintenance works for such temporary closure and will effect the same to the satisfaction of the Director.
- (iii) For the avoidance of doubt the Lessee acknowledges and agrees that the Government in no way represents or warrants by virtue of this Clause No. 3(42) of the said lease or by any action taken in the exercise by the Government of the rights conferred under this Clause No. 3(42) of the said lease that the Future Footbridge 'A' and the Future Footbridge 'B' will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any loss or damage howsoever arising out thereof or in connection therewith or as a consequence thereof if the Future Footbridge 'A' and the Future Footbridge 'B' will not be constructed in the future.
- (iv) The Lessee will throughout the Lease Term at all times and in compliance with any requirements which the Director may impose permit the staff of the Hong Kong Housing Authority and any other persons authorised by the Hong Kong Housing Authority for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along to and from the Future Footbridge 'B' and the Future Footbridge Associated Structures of the Future Footbridge 'B' forming part thereof or pertaining thereto through the said land or any part thereof or the buildings or any part of the buildings thereon for the purposes of gaining access from or to the adjacent or neighbouring lot or lots.

- (v) 「承租人」須在整個「批租年期」內，在任何時間並在遵守「署長」所要求的任何規定，准許公眾人士，為所有合法目的自由和免費以及以步行方式經過或再經過「該將來行人天橋「A」」及作為其組成部分或與其相關的「該將來行人天橋「A」的相關構築物」，以便往來毗鄰或鄰近的地段。

(ii) 「公契」的有關條文

不適用

- 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

- (v) The Lessee will throughout the Lease Term at all times and in compliance with any requirements which the Director may impose permit the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along to and from the Future Footbridge 'A' and the Future Footbridge Associated Structures of the Future Footbridge 'A' forming part thereof or pertaining thereto through the said land or any part thereof or the buildings or any part of the buildings thereon for the purposes of gaining access from or to the adjacent or neighbouring lot or lots.

(ii) Relevant Provisions of the DMC

Not applicable

- 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

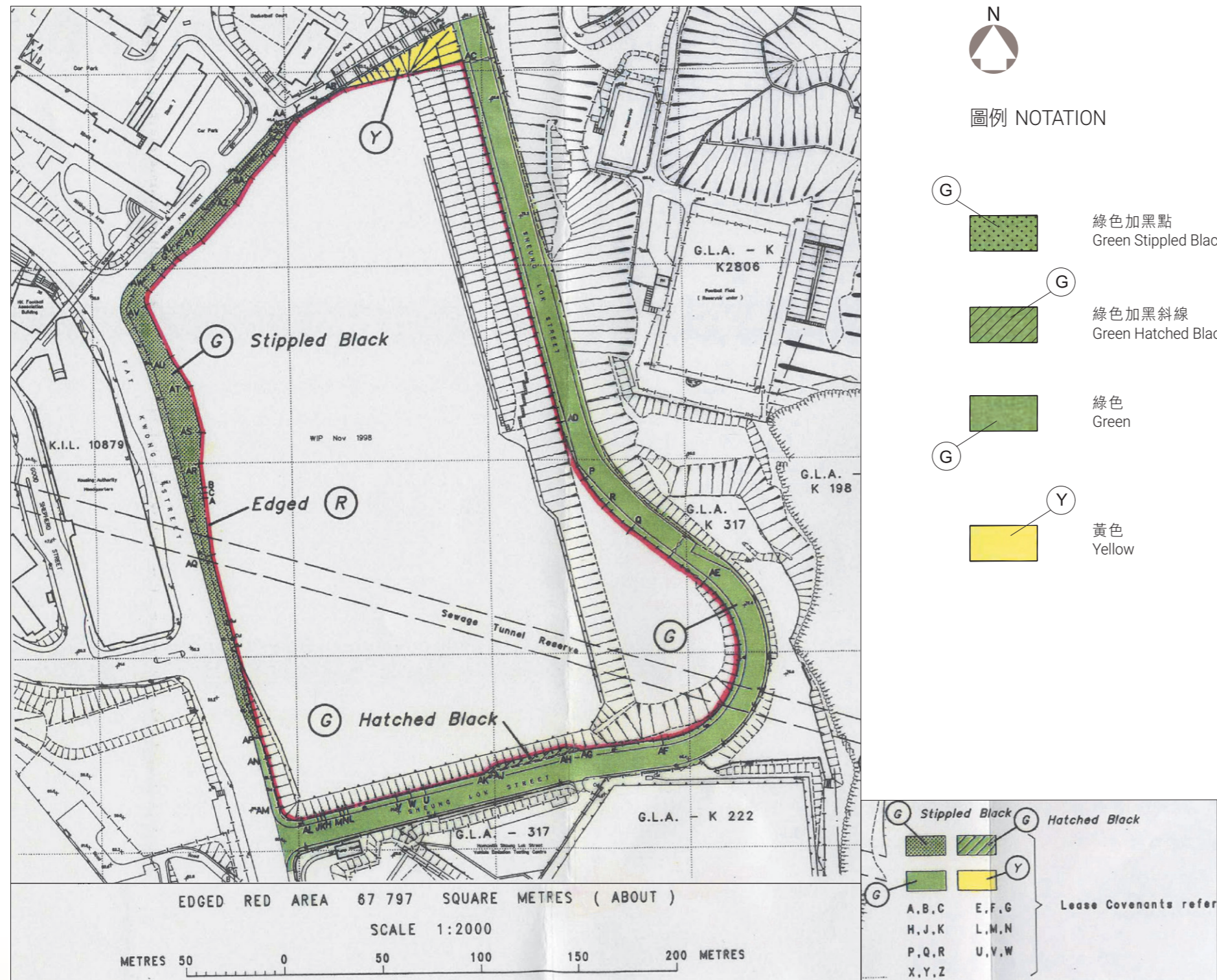
- C** Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

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

冠德苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the said lease of Kwun Tak Court



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.