

# 16 批地文件的摘要

## Summary of Land Grant

位於梅窩丈量約份第4約地段第741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2016年8月12日。

1 該發展項目位於梅窩丈量約份第4約地段第741號（下稱「該土地」）。

2 「該土地」的批租年期為50年，由2016年8月12日起計。

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，每當有需要，無論何時何地，而不論次數，「承租人」須自付承擔適當費用，以妥善及充分地管理、修理、維持、支持、保養、鋪設、清洗、刷淨、清潔、清空、改動和保持「該土地」及現有或其後任何時間位於「該土地」的樓宇或單位及所有其他構築物及建築物，「該土地」內的所有斜坡，擋土構築物和擋土牆，以及以任何方式屬於或附屬於「該土地」或任何上述樓宇、單位、構築物及建築物的所有牆壁、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、廁所、洗滌槽、排水渠及水道，須以無論何種方式整體上完成有需要及必須的修葺、清潔及改動，以令地政總署署長（下稱「署長」）滿意。

4 「該租契」條款第3.7條訂明：

「承租人」須在「該租契」的整個年期內每當有需要時承擔、支付及容許製造、建築、維修及修改為「該土地」或其任何部分所需或在「該土地」內或屬於「該土地」並與其它鄰近或毗連的處所共用的所有或任何道路、巷道、行人道、渠道、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。該份數及部分將由「署長」指定及決定（其決定為最終決定及對「承租人」具約束力）及將以未付之地租形式由「署長」徵收。

5 「該租契」條款第3.13條訂明：

- (a) 「承租人」（僅就「該租契」條款第3.13條而言，不包括「承租人」的受讓人）須：
- (i) 於「該租契」之日期起計12個曆月內（或「署長」可能批准的其他延長時期內）按「署長」批准的方式、材料、標準、水平、定線及設計自費進行下列工程，並在各方面令「署長」滿意下：

The government lease governing the Development by the Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of the whole of Lot No. 741 in Demarcation District No. 4 Mui Wo ("the said lease") is dated the 12<sup>th</sup> day of August 2016.

1 The Development is situated on Lot No. 741 in Demarcation District No. 4 Mui Wo ("the said land").

2 The said land is granted for a term of 50 years commencing from the 12th day of August 2016.

3 Clause No. 3.3 of the said lease stipulates that:

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

4 Clause No. 3.7 of the said lease stipulates that:

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

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

- (a) The Lessee (which expression for the purpose of Clause No. 3.13 of the said lease only shall not include the Lessee's assigns) shall :
- (i) within twelve calendar months from the date of the said lease (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) 鋪設及興建於「該租契」的附圖上以綠色顯示未來公共道路部分(下稱「綠色範圍」);及
- (II) 按「署長」自行酌情要求,提供及建造指定橋樑、隧道、上跨路橋、地下通道、暗渠、高架道路、天橋、行人路、道路或其他指定建築物(下稱「該等建築物」)

使建築物可座落於「綠色範圍」及車輛及行人可於「綠色範圍」往來;

- (ii) 於「該租契」之日期起計12個曆月內(或「署長」可能批准的其他延長時期內),以令「署長」滿意方式自費在「綠色範圍」鋪設路面、路邊石及渠道及按「署長」要求提供集水渠、污水渠、排水渠、消防栓連同連駁至總水喉、街燈、交通標誌、街道設施及道路標記;及
- (iii) 自費保養「綠色範圍」連同「該等建築物」及在該範圍之上或之內建造、安裝及提供的所有建築物、路面、集水渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物,以令「署長」滿意,直至按「該租契」條款第3.14條指定交還「綠色範圍」的管有權為止。

- (b) 倘若「承租人」未能在指定的期限內履行「該租契」條款第3.13(a)條規定他的責任,政府可進行必要的工程,費用須由「承租人」承擔,「承租人」須應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,「署長」的決定為最終決定,並對「承租人」具約束力。

#### 6 「該租契」條款第3.14條訂明:

僅為了進行「該租契」條款第3.13條指定的必要工程,「承租人」(僅就「該租契」條款第3.14條而言,不包括「承租人」的受讓人)須在「該租契」之日期獲授予「綠色範圍」的管有權。「綠色範圍」須在:

- (a) 「署長」發出信函證明「綠色範圍」已完工並對其滿意;及
- (b) 房屋署總建築師就已建或擬建於「該土地」的建築物發出完工證明書(或如果多於一份完工證明書,則以最後一份為準)時交還給政府。

「承租人」須於其管有「綠色範圍」的任何合理時間,允許所有政府及公共車輛及行人在任何時間內自由前往及經過「綠色範圍」並確保上述通行權不會受到按「該租契」條款第3.13條或其他規定進行的工程之干擾或阻礙。

- (I) lay and form those portions of future public roads shown coloured green on the plan annexed to the said lease (hereinafter referred to as "the Green Area"); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

- (ii) within twelve calendar months from the date of the said lease (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green 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; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Clause No. 3.14 of the said lease.

- (b) In the event of the non-fulfilment of the Lessee's obligations under Clause No. 3.13(a) 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.

#### 6 Clause No. 3.14 of the said lease stipulates that:

For the purpose only of carrying out the necessary works specified in Clause No. 3.13 of the said lease, the Lessee (which expression for the purpose of Clause No. 3.14 of the said lease only shall not include the Lessee's assigns) shall on the date of the said lease be granted possession of the Green Area. The Green Area shall be re-delivered to the Government upon:

- (a) the issue of a letter from the Director indicating that the Green Area has been completed to his satisfaction; and
- (b) the issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate the latest thereof in respect of the building or buildings erected or to be erected on the said land.

The Lessee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause No. 3.13 of the said lease or otherwise.



7 「該租契」條款第3.17條訂明：

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

8 「該租契」條款第3.19條訂明：

「承租人」須自費於「該土地」建造、提供及保養完整的垃圾收集系統，以令「署長」及食物環境衛生署署長滿意。

9 「該租契」條款第3.20條訂明：

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

10 「該租契」條款第3.21條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於1,629平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該土地」及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
  - (i) 在「該土地」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.21(a)條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。
  - (ii) 「該租契」條款第3.21(b)(i)條所指百分之二十的面積中有不少於百分之五十（下稱「該可見或可前往的綠化地方」）須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該土地」的人可以前往「該可見或可前往的綠化地方」。

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

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

8 Clause No. 3.19 of the said lease stipulates that:

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

9 Clause No. 3.20 of the said lease stipulates that:

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

10 Clause No. 3.21 of the said lease stipulates that:

- (a) The Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 1,629 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the said land and podium (if any) not built upon in compliance with the following requirements:
  - (i) Not less than 20% of the area of the said land shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.21(a) of the said lease and with landscaping works shall be taken into account in calculating the 20%.
  - (ii) Not less than 50% of the 20% referred to in Clause No. 3.21(b)(i) of the said lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said land.

(iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。

(c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：

(i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.21(b)條所指的百分之二十面積；

(ii) 何謂「該租契」條款第3.21(b)條所指的地面水平；以及

(iii) 何謂「該租契」條款第3.21(a)條所指的休憩空間。

(d) 「承租人」其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。

(e) 如獲「署長」事先書面同意，「承租人」在「該土地」內按「該租契」條款第3.21(b)(i)條提供的面積之百分比可較所規定的為低。

(f) 根據「該租契」條款第3.21條提供的休憩空間及進行環境美化工程的地方，須被指定為「該租契」條款第3.23(a)(v)條所指的「公用地方」並成為其中一部分。

#### 11 「該租契」條款第3.25(a)至(c)及(g)條訂明：

(a) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：

(i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車（電單車和貨車除外）的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為34而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

(ii) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為5而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；

(iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.

(c) The decision of the Director on the following shall be final and binding on the Lessee:

(i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in Clause No. 3.21(b) of the said lease;

(ii) as to what constitutes the ground level referred to in Clause No. 3.21(b) of the said lease; and

(iii) as to what constitutes open space referred to in Clause No. 3.21(a) of the said lease.

(d) The Lessee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

(e) With the prior written consent of the Director, the Lessee may provide a lesser percentage of the area of the said land as required under Clause No. 3.21(b)(i) of the said lease.

(f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.21 of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.23(a)(v) of the said lease.

#### 11 Clause No. 3.25(a) to (c) and (g) of the said lease stipulates that:

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

(i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 34 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

(ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 5 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;



- (iii) 2個供根據《道路交通條例》及其下的規例或任何修訂法例界定的傷殘人士停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定；
  - (iv) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為4而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；及
  - (v) 供停泊屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為71。每個停車位的尺寸須由建築事務監督或「署長」全權酌情決定。
- (b) 根據「該租契」條款第3.25(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)和(a)(v)條提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須以令「署長」滿意的方式在「該土地」內提供及維持供根據《道路交通條例》及其下的規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位，除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為2及供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，每個上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米，並且不得用作供與「該土地」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。除非另行獲得「署長」的書面同意，每個上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.7米，並且不得用作供與「該土地」已建或擬建的建築物有關的垃圾收集車作裝卸用途以外的任何其他用途。

- (iii) 2 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion;
  - (iv) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests and visitors of the residents or occupiers of the building or buildings erected or to be erected on the said land and, unless the Director otherwise consents in writing, the number of spaces shall be 4 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
  - (v) spaces for the parking of bicycles belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 71. The spaces so provided shall be of such dimension as shall be determined by the Building Authority or the Director at his sole discretion.
- (b) The spaces provided in accordance with sub-clauses Nos.(a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of Clause No. 3.25 of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the said land to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and space for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 2 and the number of space for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. Each of the spaces so provided for the loading and unloading of motor vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the said land. The space so provided for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 5.0 metres in width and 12.0 metres in length with a

(g) 根據「該租契」條款第3.25(c)提供的停車位須被指定為公用地方並成為其中一部分。

**12 「該租契」條款第4.2條訂明：**

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

**13 「該租契」條款第4.3條訂明：**

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

**14 「該租契」條款第4.7條訂明：**

若於發展或重新發展「該土地」或其中任何部分時已安裝預應力地錨，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錨進行保養及定期監察，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」忽略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，「承租人」須按要求向政府償還該等定期監察工程的費用。

**15 「該租契」條款第4.10條訂明：**

(a) 「承租人」須自費建造及保養「署長」認為需要的排水渠及渠道(不論是否位於「該土地」範圍內或政府土地上)，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、渠道或政府雨水渠，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。

minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land.

(g) The spaces provided within the said land in accordance with Clause No. 3.25(c) of the said lease shall be designated as and form part of the Common Areas.

**12 Clause No. 4.2 of the said lease stipulates that:**

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

**13 Clause No. 4.3 of the said lease stipulates that:**

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

**14 Clause No. 4.7 of the said lease stipulates that:**

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

**15 Clause No. 4.10 of the said lease stipulates that:**

(a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the said land or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course,



- (b) 連接「該土地」的任何排水渠及污水渠至政府的雨水渠及污水渠(如已建及已啟用)的工程可由「署長」進行,但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須按要求向政府支付上述連接工程的費用,或者該等連接工程亦可由「承租人」自費以令「署長」滿意的方式進行。在此情況下,上述連接工程的任何一段若在政府土地內修建,必須由「承租人」自費保養,直至按要求由「承租人」交還給政府,並由政府出資負責今後的保養。「承租人」須按要求向政府支付有關上述連接工程的技術檢查之費用。若「承租人」未能保養上述在政府土地內修建的連接工程的任何一段,「署長」可進行必要的保養工程,「承租人」須按要求向政府支付該等工程的費用。

**16 「該租契」條款第5.3條訂明:**

使用臨時水喉管的淡水作沖廁用途的同意書將會發出,惟「承租人」須安裝適用於鹹水使用及可接受鹹水供應(如將來獲供應的話)的喉具。

**17 「該租契」條款第5.4條訂明:**

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務,藉通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)以往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出或返回「該土地」或其任何部分,以檢查、保養、維修及翻新「該租契」條款第5.4(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管),以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所,惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲

catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the said land, and the Lessee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

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

**16 Clause No. 5.3 of the said lease stipulates that:**

Consent to use temporary mains fresh water for flushing will be given, provided that the Lessee will be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.

**17 Clause No. 5.4 of the said lease stipulates that:**

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

許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.4(b)條所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4(a)條所指的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

#### 18 「該租契」條款第5.6條訂明：

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

(including water mains) referred to in Clause No. 5.4(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them under Clause No. 5.4(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(a) of the said lease, all to be done to the satisfaction of the Director.

#### 18 Clause No. 5.6 of the said lease stipulates that:

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

註：

1. 請查閱批地文件全文以了解上述條款及批地文件中其他條款的全部詳情。批地文件的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。
2. 「該租契」附圖的副本摘錄於第56頁供參考。

Notes :

1. For full details of the above provisions and other provisions in the Land Grant, please refer to the Land Grant. Full script of the Land Grant is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.
2. A copy of the plan annexed to the said lease is extracted on page 56 for reference.



# 17 公共設施及公眾休憩用地的資料

## Information on Public Facilities and Public Open Spaces

### A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「綠色範圍」(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)

#### 批地文件的有關條文

#### i. 「該租契」(見批地文件的摘要內的定義)條款第3.13條訂明：

- (a) 「承租人」(僅就本契諾而言，不包括「承租人」的受讓人)須：

- (i) 於「該租契」之日期起計12個曆月內(或「署長」可能批准的其他延長時期內)按「署長」批准的方式、材料、標準、水平、定線及設計自費進行下列工程，並在各方面令「署長」滿意下：

- (i) 鋪設及興建於附圖上以綠色顯示未來公共道路部分(下稱「綠色範圍」)；及

- (ii) 按「署長」自行酌情要求，提供及建造指定橋樑、隧道、上跨路橋、地下通道、暗渠、高架道路、天橋、行人路、道路或其他指定建築物(下稱「該等建築物」)

使建築物可座落於「綠色範圍」及車輛及行人可於「綠色範圍」往來；

- (ii) 於「該租契」之日期起計12個曆月內(或「署長」可能批准的其他延長時期內)，以令「署長」滿意方式自費在「綠色範圍」鋪設路面、路邊石及渠道及按「署長」要求提供集水渠、污水渠、排水渠、消防栓連同連駁至總水喉、街燈、交通標誌、街道設施及道路標記；及

- (iii) 自費保養「綠色範圍」連同「該等建築物」及在該範圍之上或之內建造、安裝及提供的所有建築物、路面、集水渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以令「署長」滿意，直至按本文中第3.14條指定交還「綠色範圍」的管有權為止。

- (b) 倘若「承租人」未能在指定的期限內履行本契諾(a)款規定他的責任，政府可進行必要的工程，費用須由「承租人」承擔，「承租人」須應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，「署長」的決定為最終決定，並對「承租人」具約束力。

### 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 (until possession is re-delivered to the Government in accordance with the said lease (as defined in the Summary of Land Grant))

#### Relevant Provisions of the Land Grant

#### i. Clause No. 3.13 of the said lease (as defined in the Summary of Land Grant) stipulates that:

- (a) The Lessee (which expression for the purpose of this covenant only shall not include the Lessee's assigns) shall:

- (i) within twelve calendar months from the date of this Lease (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (i) lay and form those portions of future public roads shown coloured green on the Plan (hereinafter referred to as "the Green Area"); and

- (ii) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

- (ii) within twelve calendar months from the date of this Lease (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green 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; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Clause 3.14 hereof.

- (b) In the event of the non-fulfilment of the Lessee's obligations under sub-clause (a) of this covenant 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.

- (c) 政府毋須對「承租人」履行本契諾(a)款的責任或政府按本契諾(b)款或其他規定行使權利所產生或附帶造成「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任。「承租人」不能就任何上述損失、損害、滋擾或干擾向政府提出索償。

**ii. 「該租契」(見批地文件的摘要內的定義)條款第3.14條訂明：**

僅為了進行本文中第3.13條指定的必要工程，「承租人」(僅就本契諾而言，不包括「承租人」的受讓人)須在「該租契」之日期獲授予「綠色範圍」的管有權。「綠色範圍」須在：

- (a) 「署長」發出信函證明「綠色範圍」已完工並對其滿意；及  
(b) 房屋署總建築師就已建或擬建於「該土地」的建築物發出完工證明書(或如果多於一份完工證明書，則以最後一份為準)時交還給政府。

「承租人」須於其管有「綠色範圍」的任何合理時間，允許所有政府及公共車輛及行人在任何時間內自由前往及經過「綠色範圍」並確保上述通行權不會受到按本文中第3.13條或其他規定進行的工程之干擾或阻礙。

**iii. 「該租契」(見批地文件的摘要內的定義)條款第3.15條訂明：**

未經「署長」事先書面同意，「承租人」(僅就本契諾而言，不包括「承租人」的受讓人)不得使用「綠色範圍」作儲物或搭建任何臨時構築物或進行本文中第3.13條指定的工程以外的任何其他用途。

**iv. 「該租契」(見批地文件的摘要內的定義)條款第3.16條訂明：**

- (a) 「承租人」(僅就本契諾而言，不包括「承租人」的受讓人)須在管有「綠色範圍」的任何合理時間內：

- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under sub-clause (a) of this covenant or the exercise of the rights by the Government under sub-clause (b) of this covenant or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

**ii. Clause No. 3.14 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

For the purpose only of carrying out the necessary works specified in Clause 3.13 hereof, the Lessee (which expression for the purpose of this covenant only shall not include the Lessee's assigns) shall on the date of this Lease be granted possession of the Green Area. The Green Area shall be re-delivered to the Government upon:

- (a) the issue of a letter from the Director indicating that the Green Area has been completed to his satisfaction; and  
(b) the issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate the latest thereof in respect of the building or buildings erected or to be erected on the Lot.

The Lessee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause 3.13 hereof or otherwise.

**iii. Clause No. 3.15 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

The Lessee (which expression for the purpose of this covenant only shall not include the Lessee's assigns) shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Clause 3.13 hereof.

**iv. Clause No. 3.16 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

- (a) The Lessee (which expression for the purpose of this covenant only shall not include the Lessee's assigns) shall at all reasonable times while he is in the possession of the Green Area :



- (i) 准許政府、「署長」、其人員、承建商、代理人及任何其他獲其授權的人士有權進出及返回及通過「該土地」及「綠色範圍」，以檢查、檢驗及監督按本文中第3.13(a)條進行的任何工程和檢查、檢驗及監督按本文中第3.13(b)條進行的工程及「署長」認為有必要在「綠色範圍」內進行的任何其他工程；
  - (ii) 准許政府和政府授權的有關公用事業公司在政府和有關公用事業公司要求時有權進出及返回及通過「該土地」及「綠色範圍」，以便在「綠色範圍」或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養所有水管、電線、導管、電纜槽及其他導電媒介及輔助設備，提供電話、電力、氣體（如有）及其他服務給「該土地」或任何毗連或鄰近土地及處所。「承租人」須充分配合政府和政府正式授權的有關公用事業公司在「綠色範圍」內進行上述工程的相關事宜；及
  - (iii) 准許水務署的人員和他們授權的其他人士在水務署的人員或上述認可人士要求時有權進出及返回及通過「該土地」及「綠色範圍」，以便進行有關操作、保養、維修、更換、改動「綠色範圍」內的任何水務工程設施。
- (b) 政府、「署長」、其人員、承建商、代理人及按本契諾(a)款正式獲其授權的其他人士或公用事業公司毋須因政府、「署長」、其人員、承建商、代理人及按本契諾(a)款正式獲其授權的其他人士或公用事業公司行使本權利而對「承租人」或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任。

**「公契」的有關條文**

不適用

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorised by the Director, the right of ingress, egress and regress to, from and through the Lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Clause 3.13(a) hereof and the carrying out, inspecting, checking and supervising of the works under Clause 3.13(b) hereof and any other works which the Director may consider necessary in the Green Area;
  - (ii) permit the Government and the relevant public utility companies authorised by the Government the right of ingress, egress and regress to, from and through the Lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Lot or any adjoining or neighbouring land or premises, and the Lessee shall co-operate fully with the Government and also with the relevant public utility companies duly authorised by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
  - (iii) permit the officers of the Water Authority and such other persons as may be authorised by them the right of ingress, egress and regress to, from and through the Lot and the Green Area as the officers of the Water Authority or such authorised persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorised under sub-clause (a) of this covenant shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorised under sub-clause (a) of this covenant.

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

Not applicable

## 2. 排水渠及渠道

### 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第4.10條訂明：

- (a) 「承租人」須自費建造及保養「署長」認為需要的排水渠及渠道(不論是否位於「該土地」範圍內或政府土地上)，以將落在或流經「該土地」上的暴雨或雨水截流並排送至最近的水道、集水井、渠道或政府雨水渠，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。
- (b) 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(如已建及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須按要求向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費以令「署長」滿意的方式進行。在此情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求由「承租人」交還給政府，並由政府出資負責今後的保養。「承租人」須按要求向政府支付有關上述連接工程的技術檢查之費用。若「承租人」未能保養上述在政府土地內修建的連接工程的任何一段，「署長」可進行他認為必要的保養工程，「承租人」須按要求向政府支付該等工程的費用。

### 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(j)項(1)款及(2)款，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
- (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、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渠道。

## 2. DRAINS AND CHANNELS

### Relevant Provisions of the Land Grant

Clause No. 4.10 of the said lease (as defined in the Summary of Land Grant) stipulates that:

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

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

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

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



- ii. 根據「公契」第四節第18條第(ay)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渠道，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、渠道或政府雨水渠。
- iii. 根據「公契」第七節第51(a)(1)條第(iii)項，周年財政預算的第一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」而設者除外），以及位於「該土地」內或外專為「該土地」及/或「屋苑」提供服務（專為「住宅大廈」而設者除外）或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- iv. 根據「公契」第七節第51(b)(3)條，周年財政預算的第二部分應包括現已或將會為支撐「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、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- v. 根據「公契」附表二B部分第(a)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於「經理人」的全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水渠、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」享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或服務之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使「本公契」或「副公契」（如有者）訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復，倘因「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。

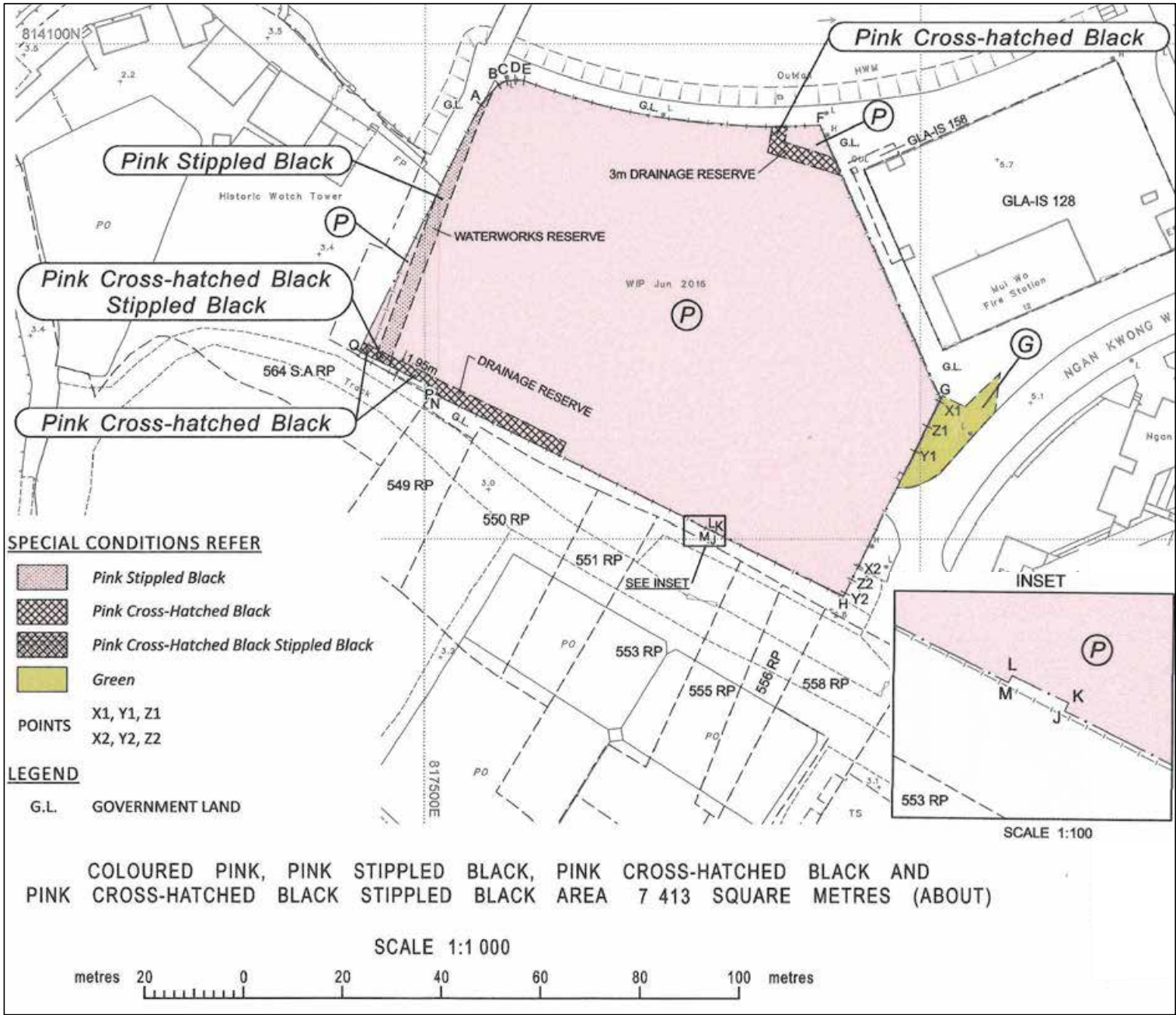
- ii. Pursuant to Clause 18(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the said land to the satisfaction of the Director of Lands.
- iii. Pursuant to Clause 51(a)(1)(iii) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the said lease.
- iv. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
- v. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or to abate any hazard or nuisance therein or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and generally for the purpose of exercising the powers and functions of the Manager under this Deed or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

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

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



銀河苑「該租契」附圖(摘錄)  
Extract of Plan Annexed to the said lease of Ngan Ho 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 :

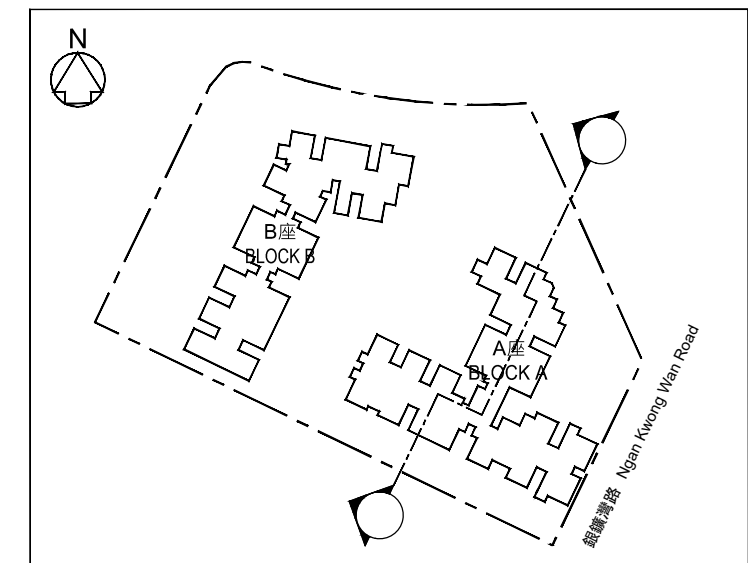
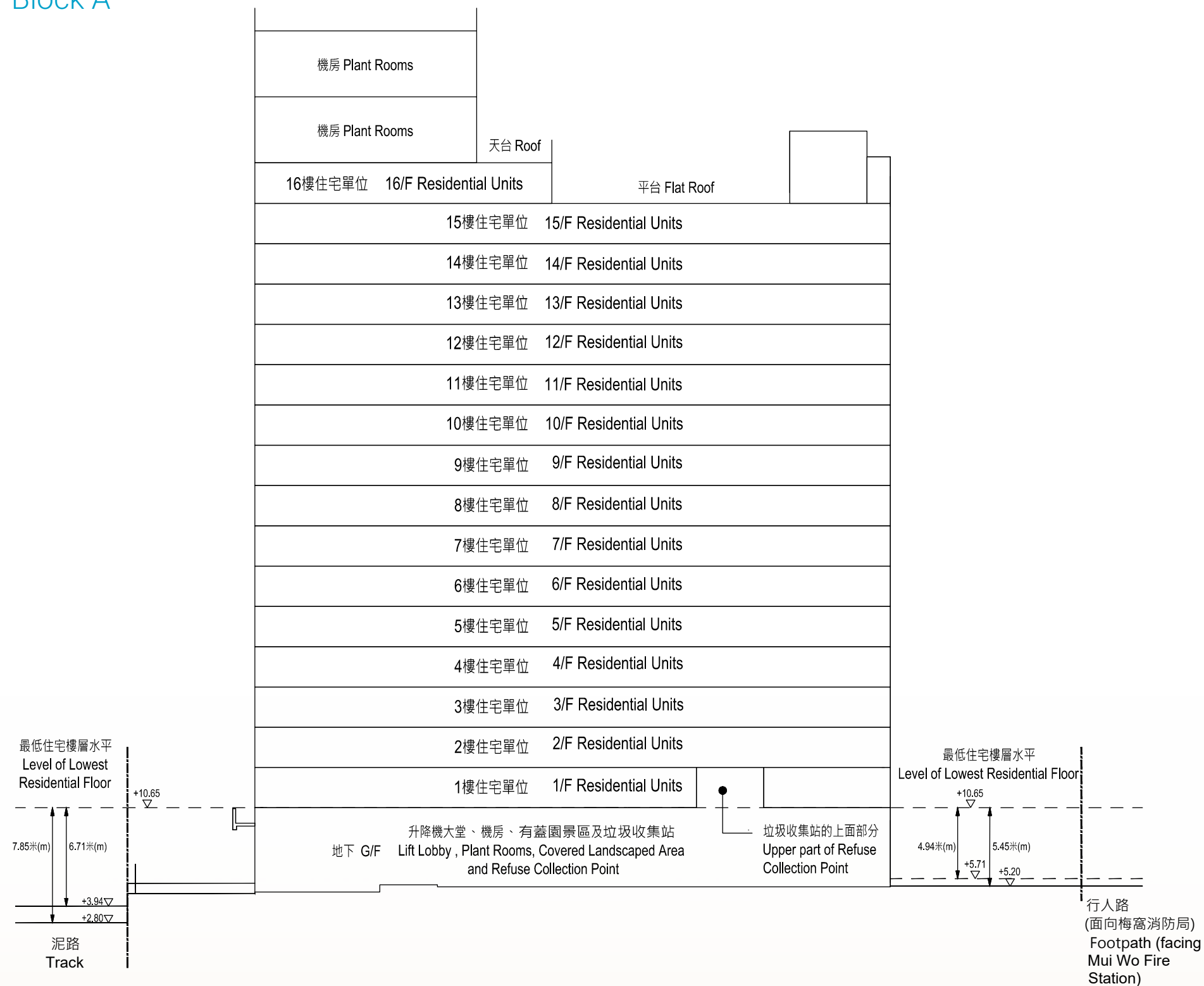
- 1 If the purchasers instruct a separate firm of solicitors of their choice to act for the purchasers in relation to their purchase, that firm of solicitors will be able to give independent advice to the purchasers at every stage of their purchase.
- 2 Although the purchasers will sign the agreement 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.



# 19 發展項目中的建築物的橫截面圖

## Cross-section Plan of Building in the Development

### A 座 Block A



指示圖 KEY PLAN

(1) 毗連建築物(A座)的一段泥路為香港主水平基準以上2.80米至3.94米。

The part of Track adjacent to the building (Block A) is from 2.80 metres to 3.94 metres above the Hong Kong Principal Datum.

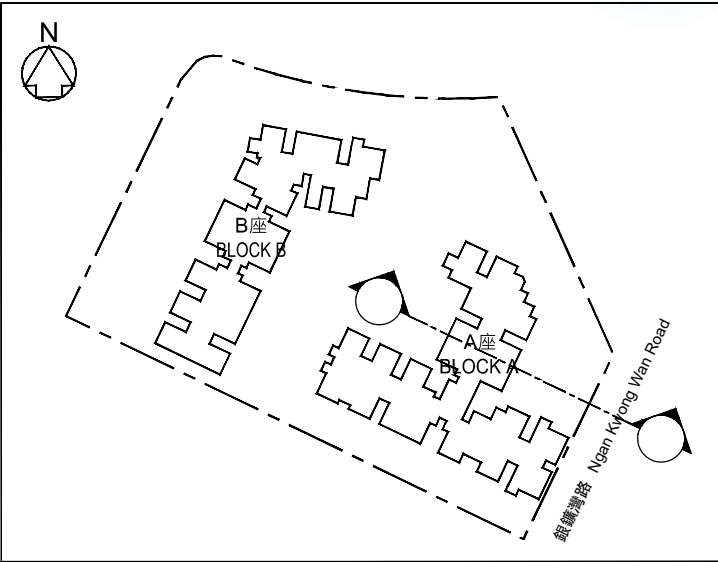
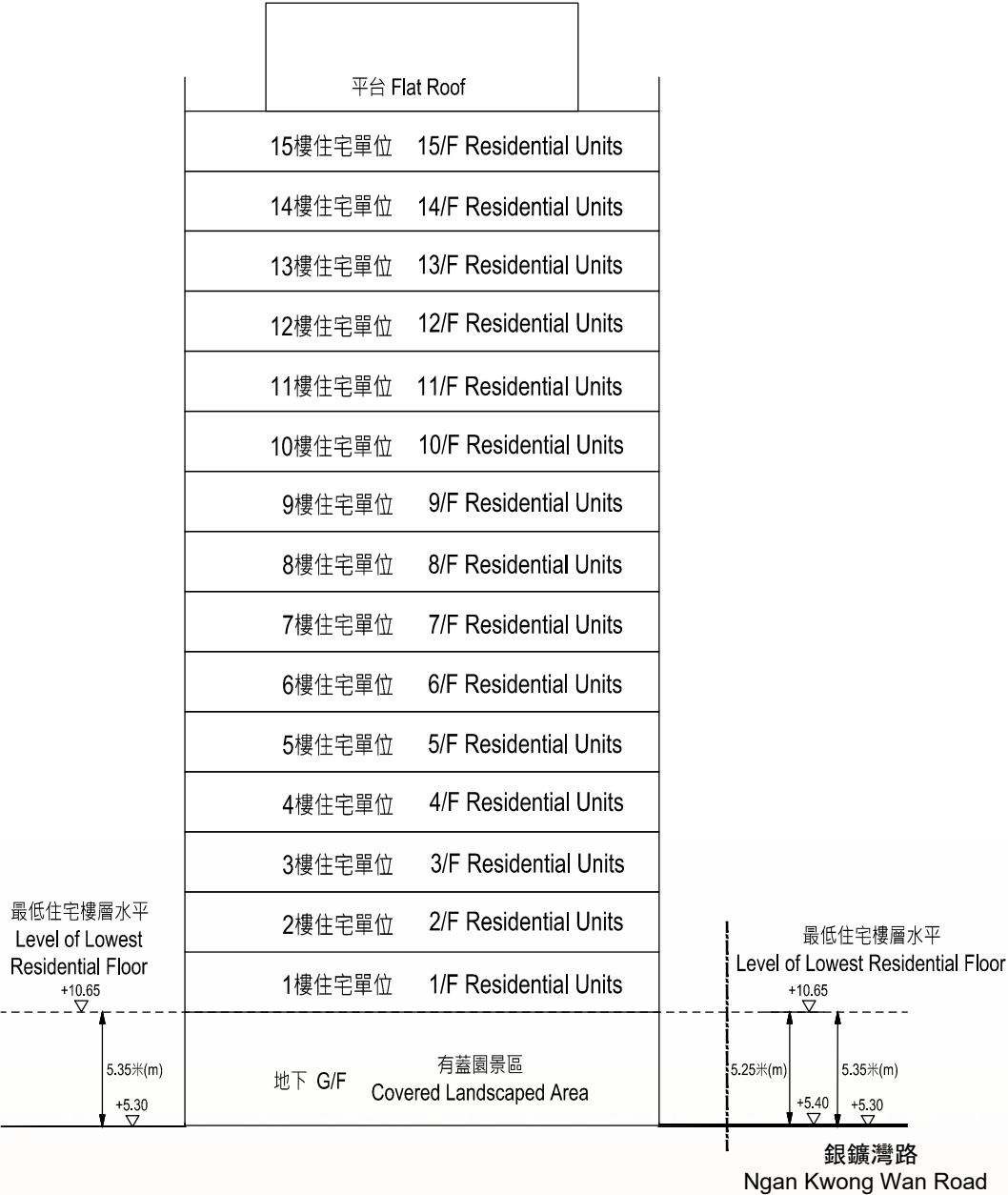
(2) 毗連建築物(A座)的一段行人路(面向梅窩消防局)為香港主水平基準以上5.20米至5.71米。

The part of Footpath (facing Mui Wo Fire Station) adjacent to the building (Block A) is from 5.20 metres to 5.71 metres above the Hong Kong Principal Datum.

### 圖例 NOTATION

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

A 座  
Block A



指示圖 KEY PLAN

毗連建築物 (A座) 的一段銀鑛灣路為香港主水平基準以上5.30米至5.40米。

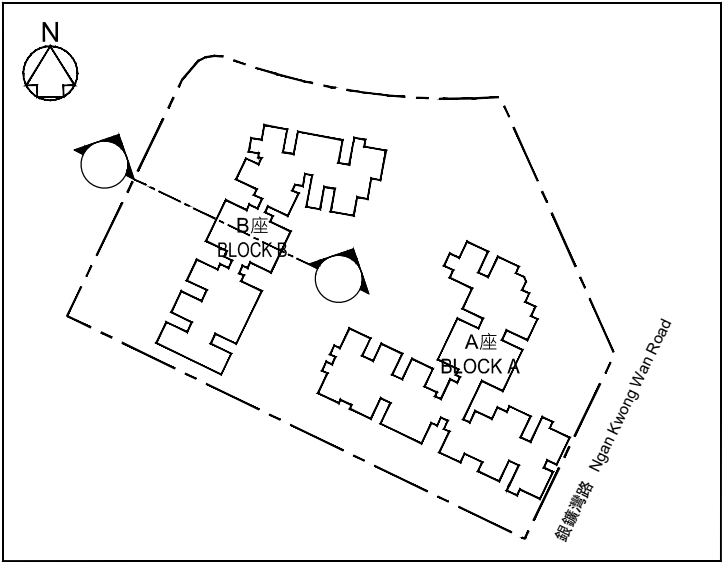
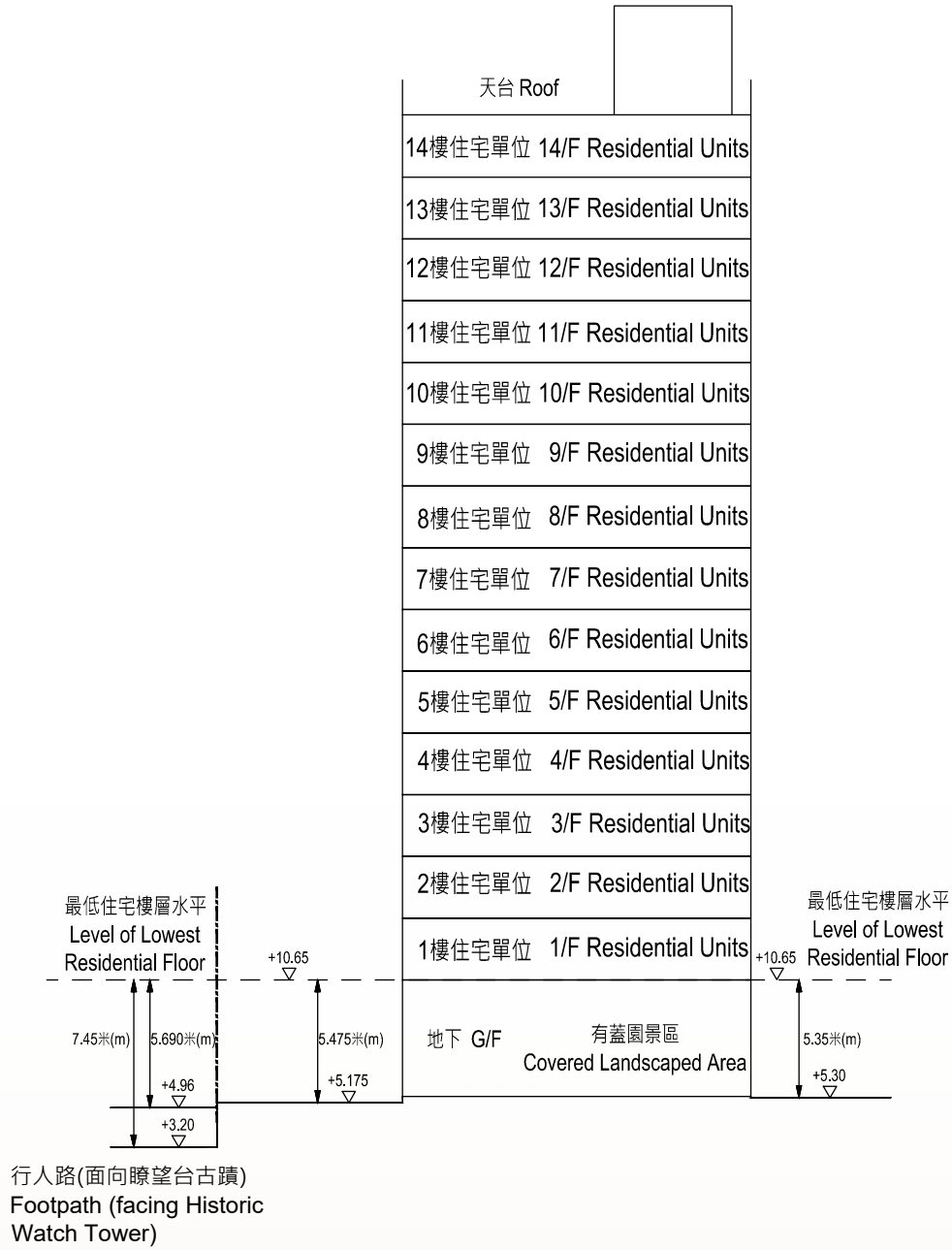
The part of Ngan Kwong Wan Road adjacent to the building (Block A) is from 5.30 metres to 5.40 metres above the Hong Kong Principal Datum.

圖例 NOTATION

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



B 座  
Block B



指示圖 KEY PLAN

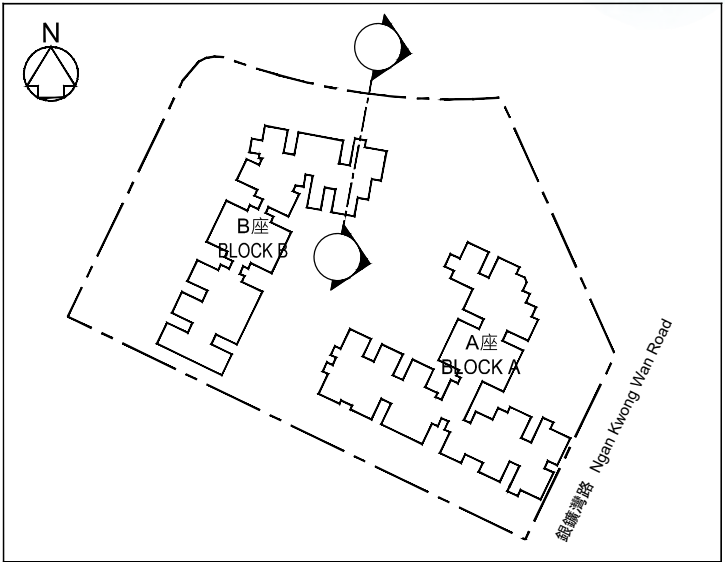
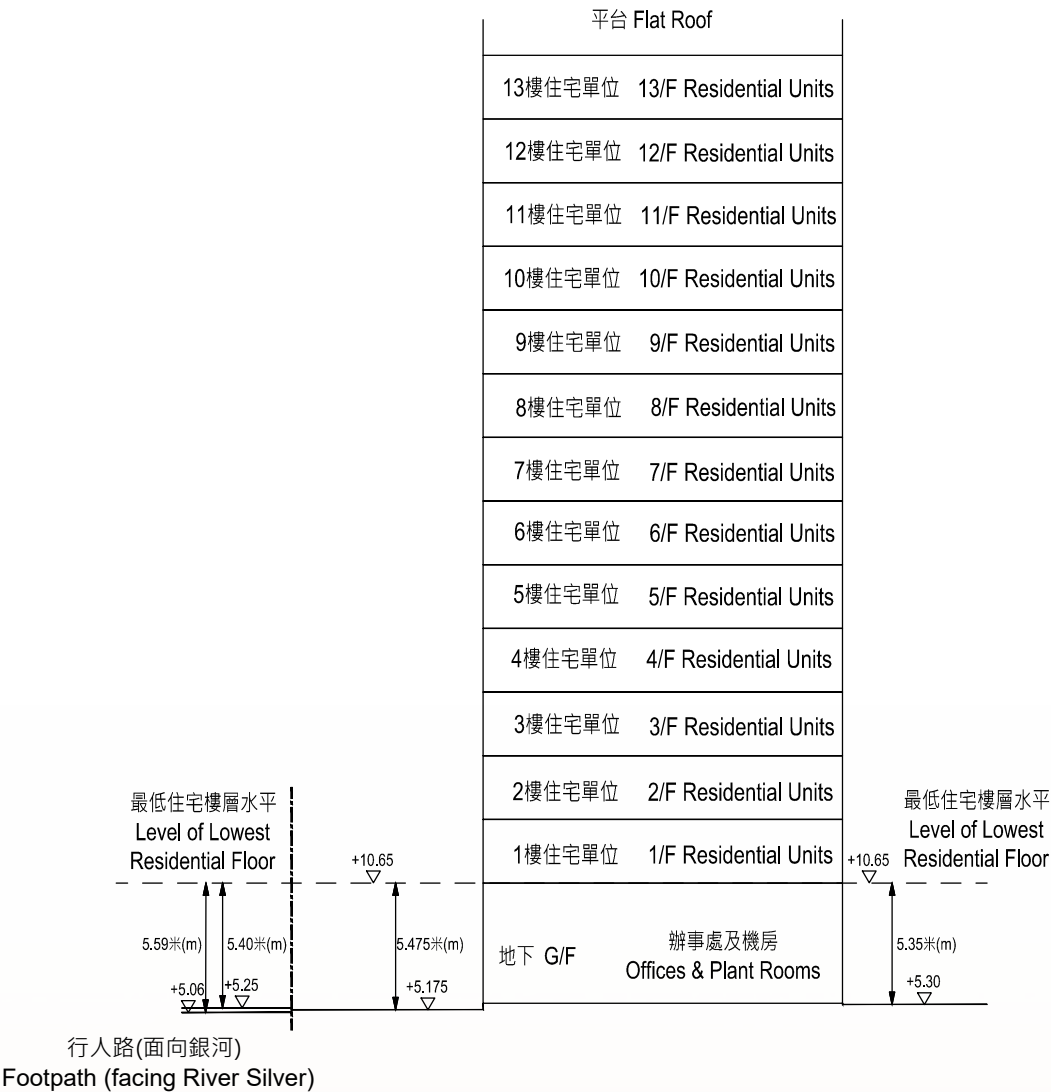
毗連建築物(B座)的一段行人路(面向瞭望台古蹟)為香港主水平基準以上3.20米至4.96米。

The part of Footpath (facing Historic Watch Tower) adjacent to the building (Block B) is from 3.20 metres to 4.96 metres above the Hong Kong Principal Datum.

圖例 NOTATION

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

B 座  
Block B



指示圖 KEY PLAN

毗連建築物(B座)的一段行人路(面向銀河)為香港主水平基準以上5.06米至5.25米。  
The part of Footpath (facing River Silver) adjacent to the building (Block B) is from 5.06 metres to 5.25 metres above the Hong Kong Principal Datum.

圖例 NOTATION

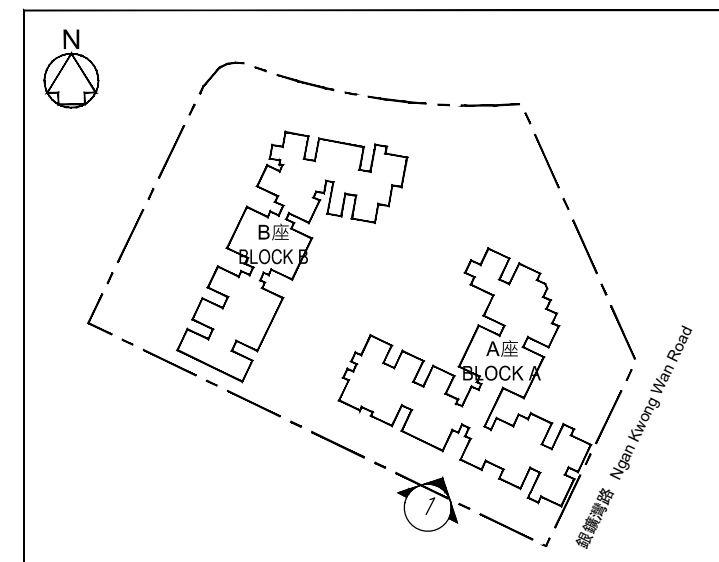
-----	發展項目的邊界	Boundary Line of the Development
▽	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum



## A 座立面圖 Block A Elevation Plan



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



指示圖 KEY PLAN

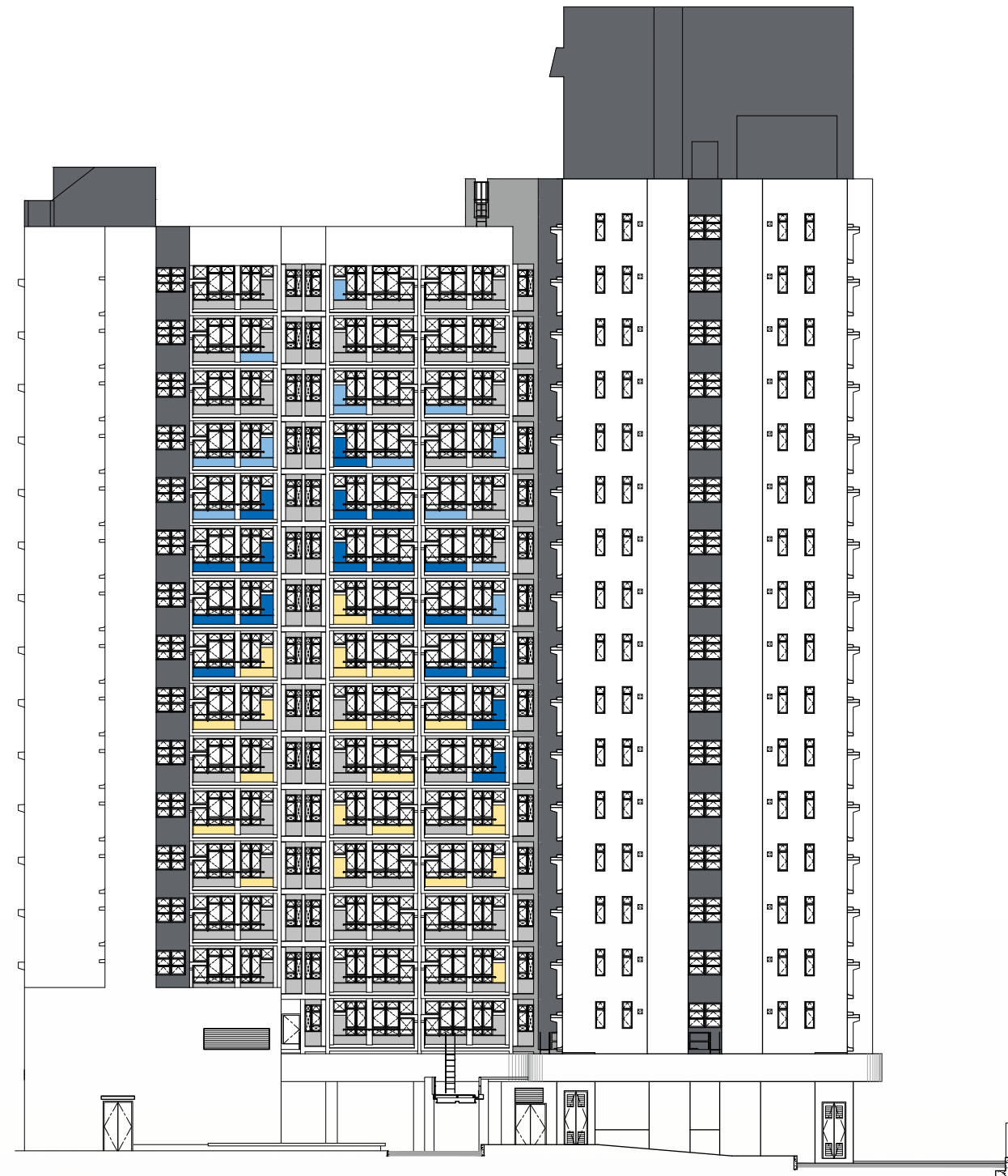
本圖所顯示的立面：

- (1) 以2018年8月7日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

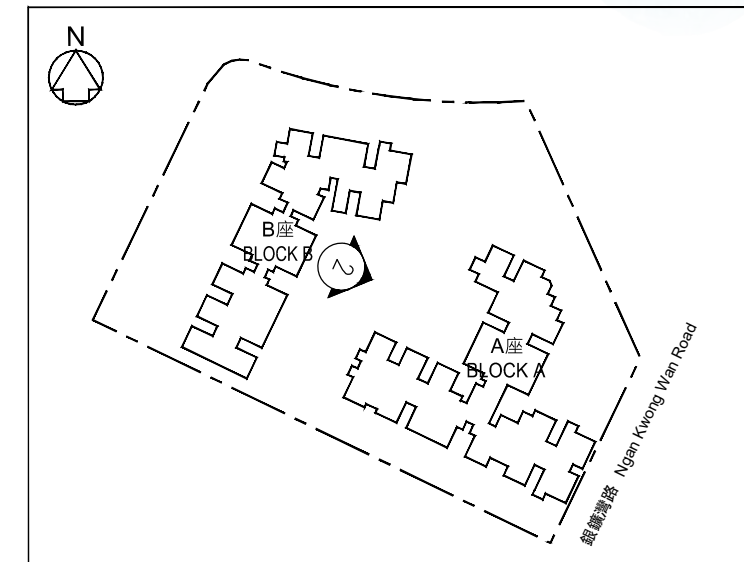
The elevation shown on this plan:

- (1) is prepared on the basis of the approved general building plans for the Development as of 7 August 2018; and
- (2) is in general accordance with the outward appearance of the Development.

# A 座立面圖 Block A Elevation Plan



西北面立面圖“2”  
North West Elevation Plan “2”



指示圖 KEY PLAN

本圖所顯示的立面：

- (1) 以2018年5月17日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

The elevation shown on this plan:

- (1) is prepared on the basis of the approved general building plans for the Development as of 17 May 2018; and
- (2) is in general accordance with the outward appearance of the Development.