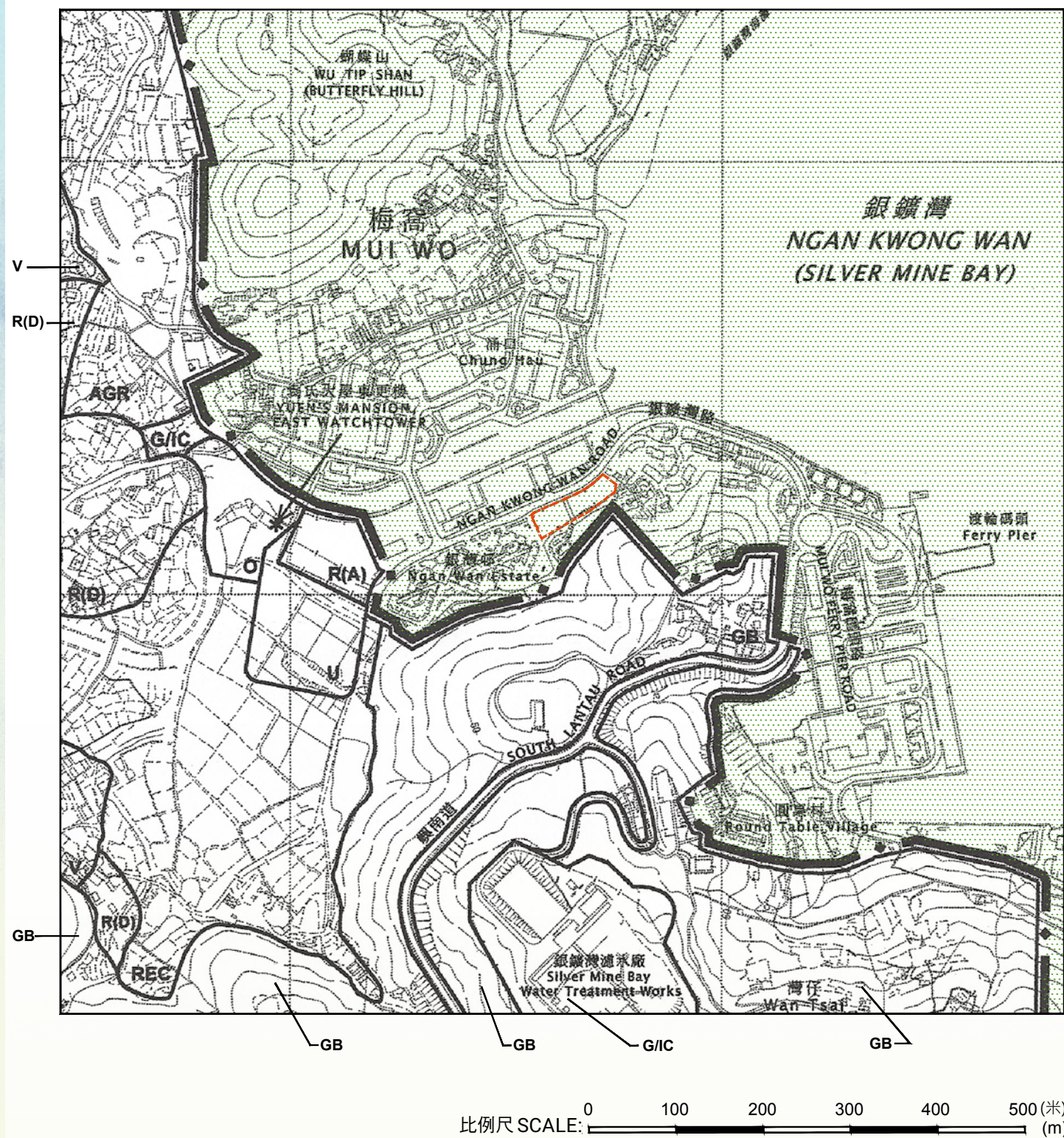


09 關乎發展項目的分區計劃大綱圖

Outline Zoning Plan Relating to the Development



銀蔚苑
Ngan Wai Court



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

圖例 NOTATION

地帶 ZONES

R(A)	住宅(甲類)	Residential (Group A)	REC	康樂	Recreation
R(D)	住宅(丁類)	Residential (Group D)	U	未決定用途	Undetermined
V	鄉村式發展	Village Type Development	AGR	農業	Agriculture
G/IC	政府、機構或社區	Government, Institution or Community	GB	綠化地帶	Green Belt
O	休憩用地	Open Space			

交通 COMMUNICATIONS

	主要道路及路口	Major Road and Junction
--	---------	-------------------------

其他 MISCELLANEOUS

	規劃範圍界線	Boundary of Planning Scheme
	郊野公園 / 特別地區界線	Boundary of Country Park / Special Area

摘錄自2014年9月19日刊憲之梅窩邊緣分區計劃大綱核准圖，圖則編號為S/I-MWF/10。

Adopted from part of the approved Mui Wo Fringe Outline Zoning Plan No. S/I-MWF/10 gazetted on 19 September 2014.

註：

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

Notes:

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

10 發展項目的布局圖

Layout Plan of the Development



比例尺 SCALE: 0 10 20 30 40 (米) (m)

圖例 NOTATION

— · — · — ·	地界	Lot Boundary
①	1樓-11樓單位室號	Flat Number on 1/F-11/F

11 發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

1樓平面圖

1/F Floor Plan



圖例 NOTATION

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

- 1. 每個住宅物業的層與層之間的高度為2.75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)

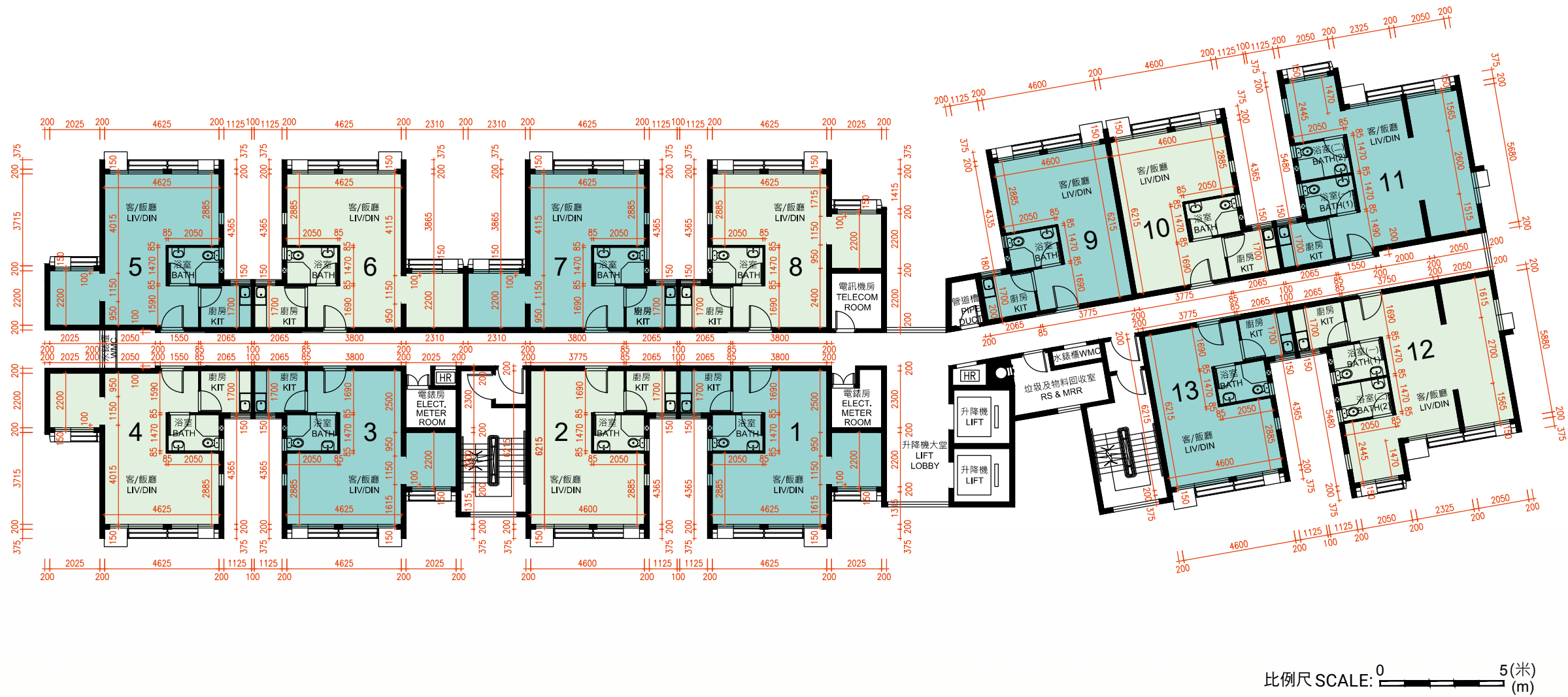
- 1. The floor-to-floor height of each residential property is 2.75m.
- 2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
- 3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on 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.

發展項目的住宅物業的樓面平面圖
Floor Plans of Residential Properties in the Development

2樓-11樓平面圖
2/F – 11/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(11樓10號至13號單位除外)。11樓10號至13號單位的層與層之間的高度為2.79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(11樓10號至13號單位除外)。11樓10號至13號單位的樓板(不包括灰泥)的厚度為200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)

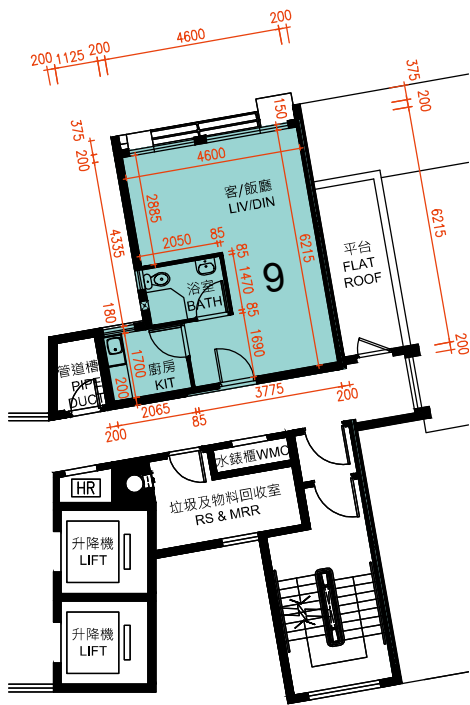
1. The floor-to-floor height of each residential property is 2.75m (except Flats 10 to 13 on 11/F). The floor-to-floor heights of Flats 10 to 13 on 11/F are 2.79m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flats 10 to 13 on 11/F). The thicknesses of the floor slabs (excluding plaster) of Flats 10 to 13 on 11/F are 200mm 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。

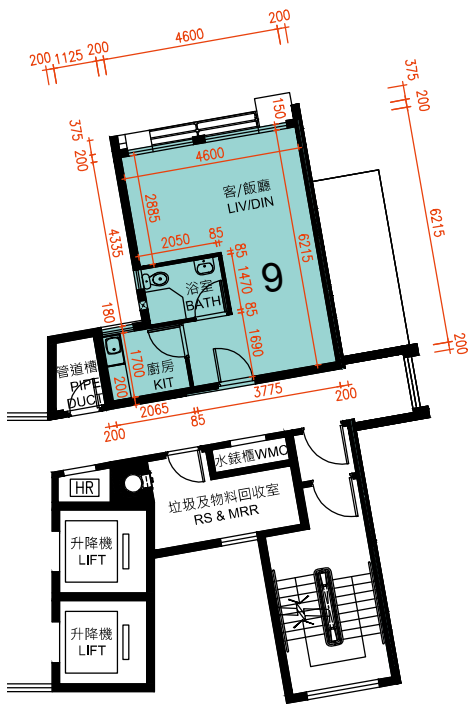
Note: The dimensions on the floor plan are all structural dimensions in millimetre.

發展項目的住宅物業的樓面平面圖
Floor Plans of Residential Properties in the Development

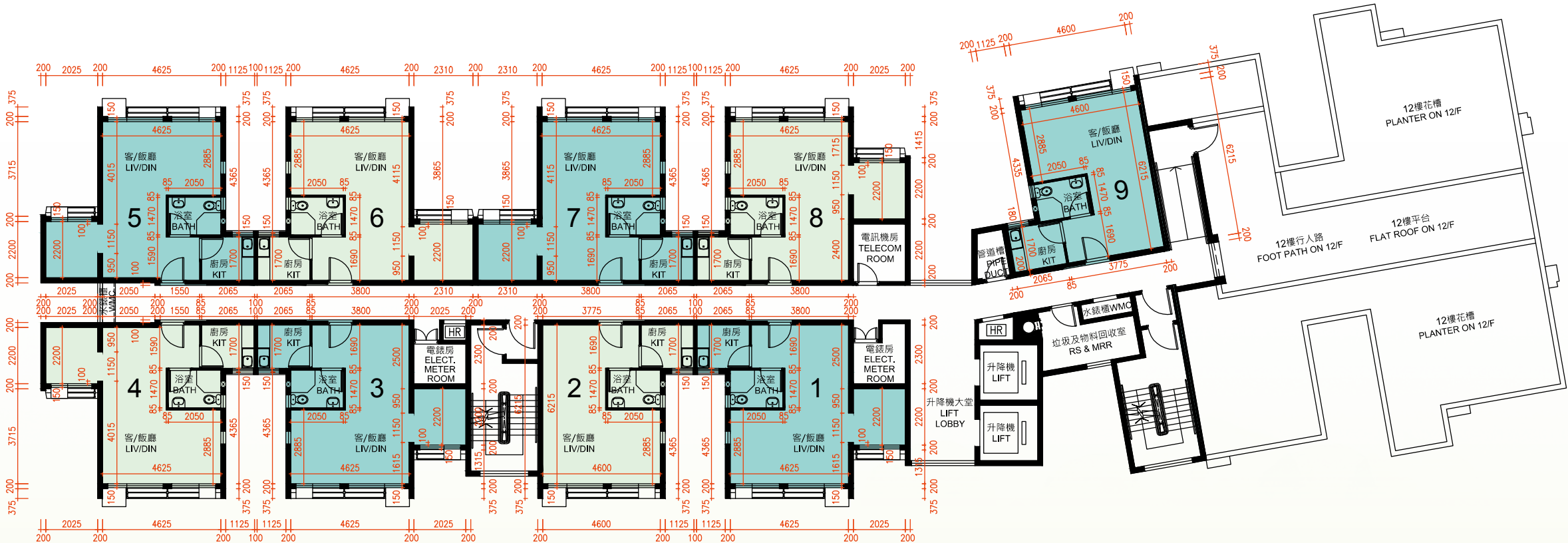
12樓-14樓平面圖
12/F - 14/F Floor Plan



13樓部分平面圖
PART PLAN OF 13/F



14樓部分平面圖
PART PLAN OF 14/F



比例尺 SCALE: 0 5(米)
(m)

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(14樓除外)。14樓1號單位的層與層之間的高度為2.915米及3.09米。14樓2號至8號單位的層與層之間的高度為2.79米及2.965米。14樓9號單位的層與層之間的高度為2.79米、2.915米及3.09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(14樓除外)。14樓1號單位的樓板(不包括灰泥)的厚度為325毫米及500毫米。14樓2號至8號單位的樓板(不包括灰泥)的厚度為200毫米及375毫米。14樓9號單位的樓板(不包括灰泥)的厚度為200毫米、325毫米及500毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m (except 14/F). The floor-to-floor heights of Flat 1 on 14/F are 2.915m and 3.09m. The floor-to-floor heights of Flats 2 to 8 on 14/F are 2.79m and 2.965m. The floor-to-floor heights of Flat 9 on 14/F are 2.79m, 2.915m and 3.09m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 14/F). The thicknesses of the floor slabs (excluding plaster) of Flat 1 on 14/F are 325mm and 500mm. The thicknesses of the floor slabs (excluding plaster) of Flats 2 to 8 on 14/F are 200mm and 375mm. The thicknesses of the floor slabs (excluding plaster) of Flat 9 on 14/F are 200mm, 325mm and 500mm.
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.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1樓-14樓 1/F - 14/F	1, 3, 8	41.3 (445) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	2	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	4, 5	41.1 (442) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	6, 7	41.8 (450) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

物業的描述 Description of Residential Property		實用面積(包括露台、工作平台 及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1樓-11樓 1/F - 11/F	9	35.1 (378) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	10	34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	11	50.4 (543) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	12	51.3 (552) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	13	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
12樓-14樓 12/F - 14/F	9	35.8 (385) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

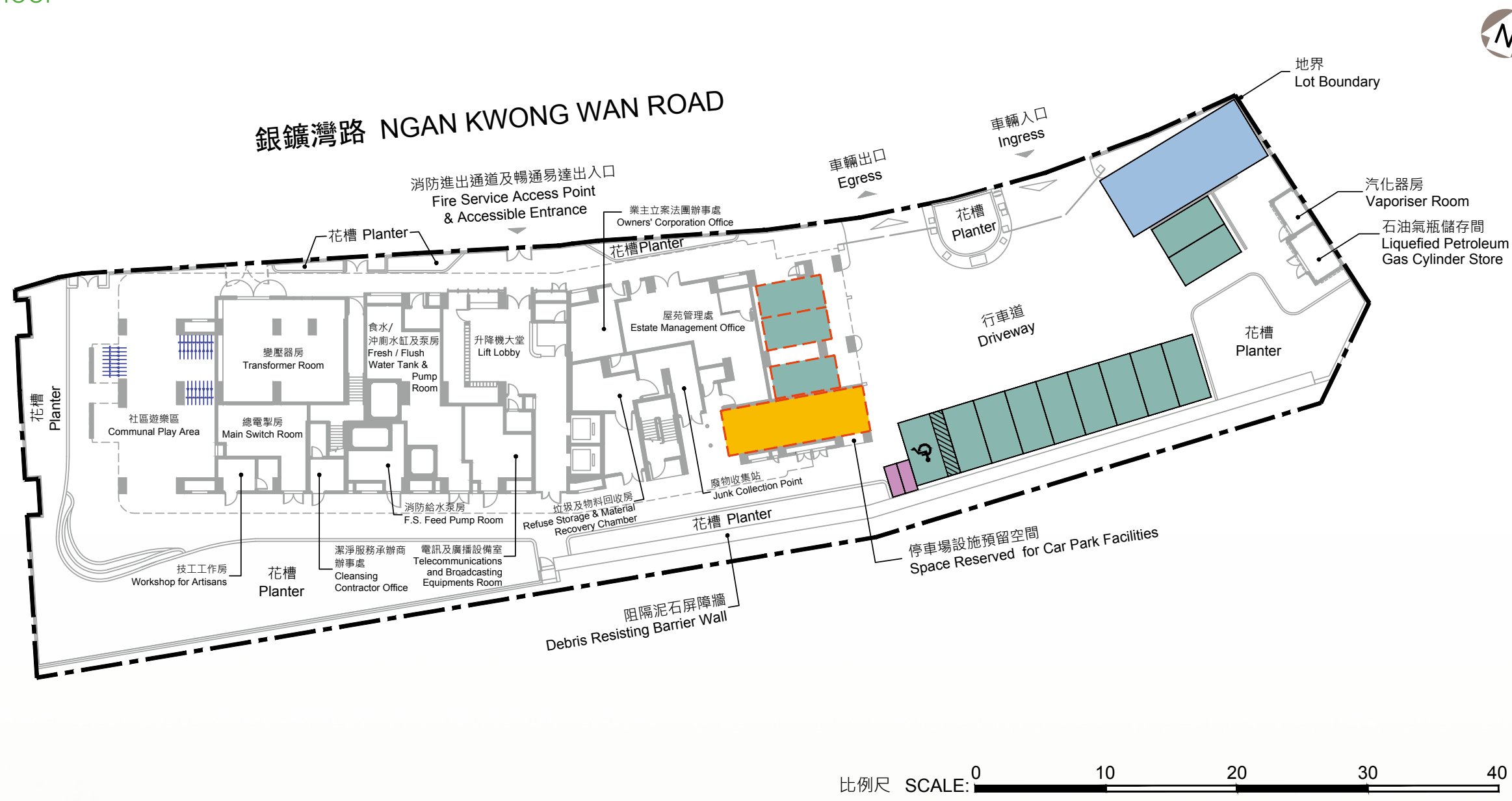
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

13 發展項目中的停車位的樓面平面圖

Floor Plan of Parking Spaces in the Development

地下停車位平面圖

Floor Plan of Parking Spaces
on Ground Floor



圖例 NOTATION

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長 x 寬)(米) Dimensions of Each Parking Space (L x W)(m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	3	5.0 X 2.5	12.50
	露天汽車停車位 Open Car Parking Spaces	10	5.0 X 2.5	12.50
	露天汽車停車位(暢通易達停車位) Open Car Parking Space (Accessible Parking Space)	1	5.0 X 3.5	17.50
	露天電單車停車位 Open Motorcycle Parking Spaces	2	2.4 X 1.0	2.40
	有蓋單車停車位 Covered Bicycle Parking Spaces	24	1.8 X 0.25	0.45
	有蓋上落客貨停車位 Covered Loading / Unloading Bay	1	11.0 X 3.5	38.50
	露天垃圾收集車停車位 Open Refuse Collection Vehicle Parking Space	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」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，包括但不限於預留給垃圾收集車輛的停車位、行車道、特低電壓電櫃、潔淨服務承辦商辦事處、技工工作房、「屋苑」管理處、「業主立案法團」辦事處、「斜坡結構」、「屋苑」入口柵欄、閉路電視及相關設備（停車場部分除外）、外牆（附屬於「住宅大廈」（如有者）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」所夾附圖則以綠色、橙色及橙色加黑十字線顯示（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「公用事業公司」、「石油氣供應公司」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。

「**住宅大廈公用地方與設施**」指及包括但不限於「石油氣綜合範圍」、石油氣櫃、綠化地方、休憩空間、公共社區遊樂區、垃圾收集站、水錶箱、簷篷、走廊、花槽、長凳、管道槽、污水管道槽、上落客貨停車位、單車停車位、

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to space reserved for refuse collection vehicle, driveway, extra low voltage cabinet, cleansing contractor office, workshop for artisans, estate management office, Owners’ Corporation office, the Slope Structures, the drop gate at the entrance of the Estate, CCTV system and associated equipment (excluding any parts forming part of the Car Parks), external walls (other than those pertaining to the Residential Block (if any)) and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured green, orange and orange cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (“HA”) in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities, those installations belonging to any Utility Company, the Liquefied Petroleum Gas Supply Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

“**Residential Block Common Areas and Facilities**” shall mean and include but not limited to the LPG Compound Area, liquefied petroleum gas riser cabinet, greenery areas, open space, communal play area, junk collection point, water meter cabinet, canopies, corridors, planters, bench, pipe ducts, drainage pipe duct, loading/unloading bay, parking spaces for bicycles, guard counter, lift lobbies, mail delivery room, refuse storage and material recovery chamber, water meters, water meter cupboards, electrical

保安護衛員櫃位、升降機大堂、郵件分發室、垃圾及物料回收房、水錶、水錶櫃、電錶房、變壓器房、食水/沖廁水缸及泵房、消防水泵房、消防入水位掣、電訊及廣播設備室、消防給水泵房、總電掣房、電纜管道槽、平台、建築鰭、電訊機房、垃圾及物料回收室、消防喉轆、通風管道房、食水增壓泵房、消防水缸、升降機機房、升降機井、升降機、樓梯、食水水缸、沖廁水水缸、應急發電機房、服務走廊、樓梯天面、溢流去水井、防風板、混凝土篷頂、電線房、附屬於「住宅大廈」的外牆(包括突出物如「住宅單位」外的空調機罩)、電纜裝置及附屬設施、「住宅大廈」內保安系統與器具和公共天線廣播分導系統，即現於「公契」所夾附圖則以棕色、棕色加黑十字線及棕色加黑斜線顯示(只要該等地方、系統、裝置與設施可在圖則辨識)，以資識別的範圍，以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬任何「公用事業公司」、「石油氣供應公司」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。

meter rooms, transformer room, fresh/flush water tank and pump room, fire services pump room, fire services inlet, telecommunications and broadcasting equipments room, fire services feed pump room, main switch room, cable duct, flat roofs, architectural fins, telecommunications rooms, refuse storage and material recovery rooms, hose reels, vent duct room, fresh water booster pump room, fire services water tanks, lift machine room, lift shafts, lifts, staircases, fresh water tanks, flush water tanks, emergency generator room, service corridors, roof of staircase, overflow pit, typhoon guard, concrete hood, cable room, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, cable accommodations and associated facilities, security system and apparatus and communal aerial broadcast distribution system within the Residential Block, which for the purpose of identification only, are shown coloured brown, brown cross hatched black and brown hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Block Common Areas and Facilities by the HA in accordance the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company, the Liquefied Petroleum Gas Supply Company and telecommunications and broadcasting services providers and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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
1樓 – 14樓 1/F – 14/F	1, 3, 4, 5, 8	63 / 10,873
	2	54 / 10,873
	6, 7	64 / 10,873
1樓 – 11樓 1/F – 11/F	9, 13	54 / 10,873
	10	53 / 10,873
	11	77 / 10,873
	12	78 / 10,873
12樓 – 14樓 12/F – 14/F	9	55 / 10,873

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

C 發展項目的管理人的委任年期

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

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
1樓 – 14樓 1/F – 14/F	1, 3, 4, 5, 8	63 / 10,863
	2	54 / 10,863
	6, 7	64 / 10,863
1樓 – 11樓 1/F – 11/F	9, 13	54 / 10,863
	10	53 / 10,863
	11	77 / 10,863
	12	78 / 10,863
12樓 – 14樓 12/F – 14/F	9	55 / 10,863

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

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

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

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

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」按照「公契」條文制訂的周年財政預算訂定的「業主」應繳的管理月費的三倍。

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

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

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

Not applicable

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

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

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740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740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:

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。

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. 740 in Demarcation District No. 4 Mui Wo ("the said lease") is dated the 12th day of August 2016.

1 The Development is situated on Lot No. 740 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:

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.

6 「該租契」條款第3.15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。

7 「該租契」條款第3.16條訂明：

未經「署長」事先書面同意，不得移除或干擾生長於「該土地」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。

8 「該租契」條款第3.17條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於524平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該土地」及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
 - (i) 在「該土地」不少於百分之二十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.17(a)條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之二十的面積之內。
 - (ii) 「該租契」條款第3.17(b)(i)條所指百分之二十的面積中有不少於百分之五十（下稱「該可見或可前往的綠化地方」）須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該土地」的人可以前往「該可見或可前往的綠化地方」。
 - (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。
- (c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：
 - (i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.17(b)條所指的百分之二十面積；

6 Clause No. 3.15 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.

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

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

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

- (a) The Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 524 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the said land and podium (if any) not built upon in compliance with the following requirements:
 - (i) Not less than 20% of the area of the said land shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.17(a) of the said lease and with landscaping works shall be taken into account in calculating the 20%.
 - (ii) Not less than 50% of the 20% referred to in Clause No. 3.17(b)(i) of the said lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said land.
 - (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
 - (i) as to which landscaping works proposed by the Lessee constitute the 20% referred to in Clause No. 3.17(b) of the said lease;

(ii) 何謂「該租契」條款第3.17(b)條所指的地面水平；以及

(iii) 何謂「該租契」條款第3.17(a)條所指的休憩空間。

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

(e) 如獲「署長」事先書面同意，「承租人」在「該土地」內按「該租契」條款第3.17(b)(i)條提供的面積之百分比可較所規定的為低。

(f) 根據「該租契」條款第3.17條提供的休憩空間及進行環境美化工程的地方，須被指定為「該租契」條款第3.19(a)(v)條所指的「公用地方」並成為其中一部分。

9 「該租契」條款第3.21(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11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2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；

(iii) 1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；

(ii) as to what constitutes the ground level referred to in Clause No. 3.17(b) of the said lease; and

(iii) as to what constitutes open space referred to in Clause No. 3.17(a) of the said lease.

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

(e) With the prior written consent of the Director, the Lessee may provide a lesser percentage of the area of the said land as required under Clause No. 3.17(b)(i) of the said lease.

(f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.17 of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.19(a)(v) of the said lease.

9 Clause No. 3.21(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 11 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

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

(iii) 1 space for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion;

- (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2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；及
 - (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24。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3.21(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)和(a)(v)條提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (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1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（註1），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。
- (g) 根據「該租契」條款第3.21(c)條提供的停車位須被指定為「公用地方」並成為其中一部分。

註1：根據地政總署署長於2017年7月31日發出一封同意信，最低樓底高度要求已經由4.7米下降至3.7米。

- (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 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; 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 24. 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 (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of Clause No. 3.21 of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the said land to the satisfaction of the Director space 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 space for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1 and the number of space for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. The space 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 (Note 1) 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 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. 3.21(c) of the said lease shall be designated as and form part of the Common Areas.

Note 1: Pursuant to a consent letter issued by the Director of Lands dated 31 July 2017, the minimum headroom requirement has been lowered from 4.7 metres to 3.7 metres

10 「該租契」條款第3.25條訂明：

- (a) 「承租人」現確認，「該土地」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該土地」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該土地」的建築物發出完工證明書（或如果多於一份完工證明書，則以最早一份為準）之前，「承租人」須按「署長」絕對酌情決定的批准或要求，在「該土地」內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程（以下統稱「土地內工程」），以保障已建或擬建於「該土地」的建築物和其住客或佔用人、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「土地內工程」已進行。
- (c) 「承租人」在批租期任何時間內須以令「署長」滿意的方式自費保養「土地內工程」使其維持在良好和修繕妥當的狀況，以確保「土地內工程」能繼續發揮其設定的作用。保養工作包括但不限於清理下墜於「土地內工程」或下墜於「該租契」條款第3.25(d)條所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該土地」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「土地內工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工作。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工作，「承租人」須按要求向政府償還該等工作的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該土地」註冊獲「署長」批准的圖則，表明「土地內工程」位置、性質和涵蓋範圍，以及「該土地」及政府土地內「承租人」可能須要或被要求進行保養工作的位置和範圍，包括「該土地」及政府土地內根據「該租契」條款第3.25(c)條「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方（有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」）。除非事先得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已核准的「天然山坡危害緩解和鞏固工程圖則」。除非獲「署長」批准，否則在該圖則註冊前不得訂立任何影響

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

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

「該土地」或其任何部分或已建或擬建於「該土地」的任何建築物或其任何部分的交易。

- (e) 「該租契」規定須就「土地內工程」進行的所有保養工作，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先取得「署長」的書面同意，並符合「署長」絕對酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該土地」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「土地內工程」。
- (g) 因進行、檢查及保養「該租契」規定的「土地內工程」而造成或引起任何政府土地或「該土地」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。
- (h) 「承租人」必須在任何時間准許「署長」、其人員、承辦商、其工人或任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出及返回及通過「該土地」或其任何部分及已建或擬建於「該土地」的建築物，以檢查「承租人」根據「該租契」條款第3.25條須進行的任何工作，以及按照「該租契」條款第3.25(c)條進行任何工作或進行「署長」認為必須的任何其他工作。
- (i) 政府或「署長」均不會為「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.25(h)條而有權進入及進行任何工程所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。
- (j) 「承租人」須就其按照「該租契」條款第3.25條的條款正在進行或一直進行的任何「土地內工程」，或「承租人」進行任何該等工程期間的任何遺漏、疏忽或缺失，或「承租人」在設計「土地內工程」的任何遺漏、疏忽或缺失，而不論如何引起或附帶引起的一切法律行動、訴訟、責任、索償、費用及要求，包括但不限於財產的損害或損失、喪失生命或身體受傷，對政府作出彌償，並使政府持續得到彌償。

Hazard Mitigation and Stabilisation Works Plan shall be made without the prior written consent of the Director. No transaction affecting the said land or any part thereof or any building or part of any building erected or to be erected on the said land, except as may be approved by the Director, shall be entered into prior to such registration.

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

11 「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。

12 「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。

13 「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。

14 「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。

11 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.

12 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.

13 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.

14 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, 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) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(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。

15 「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。

16 「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、佔用人或獲許可人或任何其他獲得上述人士正式授權的

- (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.

15 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.

16 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 (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

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)。

17 「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。

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.

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

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

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. 保養「天然山坡緩解和鞏固工程」

批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.25條訂明：

- (a) 「承租人」(見批地文件的摘要內的定義)現確認，「該土地」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該土地」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該土地」的建築物發出完工證明書(或如果多於一份完工證明書，則以最早一份為準)之前，「承租人」須按「署長」絕對酌情決定的批准或要求，在「該土地」內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程(以下統稱「土地內工程」)，以保障已建或擬建於「該土地」的建築物和其住客或佔用人、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「土地內工程」已進行。
- (c) 「承租人」在批租期任何時間內須以令「署長」滿意的方式自費保養「土地內工程」使其維持在良好和修繕妥當的狀況，以確保「土地內工程」能繼續發揮其設定的作用。保養工作包括但不限於清理下墜於「土地內工程」或下墜於本契諾(d)款所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該土地」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按本文中所規定保養「土地內工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工作。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工作，「承租人」須按要求向政府償還該等工作的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該土地」註冊獲「署長」批准的圖則，表明「土地內工程」位置、性質和涵蓋範圍，以及「該土地」及政府土地內「承租人」可能須要或被要求進行保養工作的位置和範圍，包

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

1. MAINTENANCE OF NATURAL TERRAIN MITIGATION AND STABILISATION WORKS

Relevant Provisions of the Land Grant

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

- (a) The Lessee (as defined in the Summary of Land Grant) hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department or if more than one Completion Certificate the earliest thereof in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilisation works and associated works as the Director in his absolute discretion shall approve or require within the Lot (hereinafter collectively referred to as "the Inside Works") to protect buildings erected or to be erected on the Lot and residents or occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Inside Works.
- (c) The Lessee shall at all times during the Lease Term maintain at its own expense the Inside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Inside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or onto the areas of the Lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilisation Works Plan referred to in sub-clause (d) of this covenant. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Inside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the location and extent of the areas of the Lot and the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Lot and

括「該土地」及政府土地內根據本契諾(c)款「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。除非事先得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已核准的「天然山坡危害緩解和鞏固工程圖則」。除非獲「署長」批准，否則在該圖則註冊前不得訂立任何影響「該土地」或其任何部分或已建或擬建於「該土地」的任何建築物或其任何部分的交易。

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

the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of this covenant (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilisation Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilisation Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.

- (e) All maintenance works to the Inside Works as herein provided shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorised by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Inside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Inside Works as herein provided, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorised by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under this covenant and carrying out any works in accordance with sub-clause (c) of this covenant or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of this covenant and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorised officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.

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

「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(r)條，「經理人」有權力、職能和責任為「業主」符合「該租契」之要求採取一切必要或便捷的措施，特別是根據「該租契」之條款及（如適用）達至「署長」、渠務署署長或其他「政府」部門（視情況而定）滿意的程度，在「該土地」及任何相鄰或毗連的「政府」土地或已租出土地（如適用）內檢查、保養、維修、清拆、清除、重置、豎立或建築所有土地、公共空間、斜坡處理工程、護土工程、護土牆及其他支撐、保護、渠務或附帶或其他工程及結構。
- ii. 根據「公契」第四節第18(ad)條，「經理人」有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡維修指南」、「斜坡維修手冊」和按照有關「政府」部門不時發出有關維修斜坡、護土牆及其他構築物的全部指引，檢查、保養及維修「斜坡結構」，令其維持在良好和修繕妥當的狀況，並就有關「斜坡結構」進行一切必要的工程。為免存疑，謹此聲明，「屋苑」各「業主」有責任自費按照「該租契」、「斜坡維修指南」、「斜坡維修手冊」及上述指引，負責保養「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上述執行保養和修繕工程所合法招致或將會招致之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有本18(ad)條所訂之權限和權力。

- (j) The Lessee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Lessee pursuant to the terms of this covenant or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Inside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

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(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and in particular to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be) all land, open space, slope treatment works, earth-retaining structures, retaining walls and other support protection drainage ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- ii. Pursuant to Clause 18(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines, the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the said lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 18(ad).

- iii. 根據「公契」第四節第18(at)條，「經理人」有權力、職能和責任保養「該租契」第3.25條所指的「土地內工程」及其相聯工程，包括用以提供通道的工程以便日後保養已完成的上述「土地內工程」，令其按照「該租契」第3.25條維持在良好和修繕妥當的狀況以確保上述「土地內工程」繼續發揮其設定的作用，以及修復任何就進行、檢查及保養該等工程而對任何「政府」土地或「該土地」以外任何土地造成或引起損毀，全部令地政總署署長滿意。
- iv. 根據「公契」第四節第18(av)條，「經理人」有權力、職能和責任保養「該租契」第4.5(a)條內所指的土地、斜坡處理工程、護土牆或其他支撐、保護、渠務或附帶或其他工程，令其維持在良好和修繕妥當的狀況，以令地政總署署長滿意。
- v. 根據「公契」第七節第51(a)(1)條第(iv)項，周年財政預算的第一部分第一節應包括(如適用)「斜坡結構」的相關檢查、保養和維修費用與開支，以及根據「該租契」的條款(如有者)和按照「斜坡維修指南」及「斜坡維修手冊」或有關「政府」部門不時發出有關維修斜坡、護土牆及相關構築物的其他指引規定需要保護和支撐需要保護及支撐的「該土地」或其任何部分或任何相鄰或毗連土地而進行的所有斜坡處理工程及其他支撐或保護工程的費用與開支。
- vi. 根據「公契」第十一節第86條，「房委會」須向「屋苑」的管理處於「本公契」當日的一個月內提交「斜坡維修手冊」的副本，以供所有「業主」免費檢閱。「經理人」須在任何「業主」要求及於支付合理影印費用後向其提供「斜坡維修手冊」的副本。所有收取的費用將全部撥入「特別基金」。
- vii. 根據「公契」附表三第27條，「業主」應自費保養及進行所有「該租契」下及根據「斜坡維修指南」及「斜坡維修手冊」要求的有關「斜坡結構」的工作。「房委會」須向「屋苑」的管理處於「本公契」當日的一個月內提交「斜坡維修手冊」的完整副本，以供所有「業主」免費檢閱及於支付合理費用後影印。所有收取的費用將全部撥入「特別基金」。

- iii. Pursuant to Clause 18(at) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Inside Works as referred to in Clause 3.25 of the said lease and associated works, including works to provide access for the subsequent maintenance of the completed Inside Works as aforesaid in good substantial repair and condition in accordance with Clause 3.25 of the said lease to ensure that the said Inside Works shall continue to perform their designed functions and to make good any damage done to any Government land or any land outside the said land as a result of or arising out of carrying out, inspecting and maintaining the said works, all to the satisfaction of the Director of Lands.
- iv. Pursuant to Clause 18(av) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.5(a) of the said lease in good and substantial repair and condition to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover (if applicable) the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.
- vi. Pursuant to Clause 86 of Section XI of the DMC, a copy of the Slope Maintenance Manual shall be deposited by the Authority in the management office of the Estate within one month from the date of this Deed and may be inspected by the Owners free of charge. The Manager shall upon request of any Owner and upon payment of a reasonable copying charge provide such Owner with a copy of the Slope Maintenance Manual. All charges received must be credited to the Special Fund.
- vii. Pursuant to Clause 27 of the Third Schedule to the DMC, the Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month from the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

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。
- (b) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(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。

「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，「管理人」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(az)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」上的一切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，或以消減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(az) 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

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.