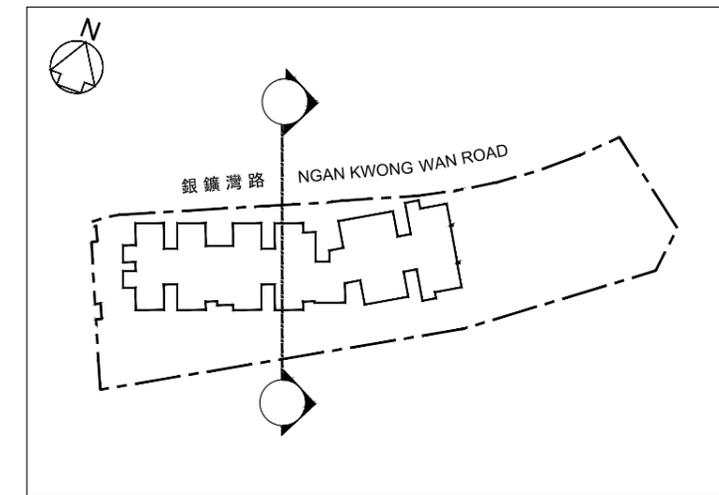
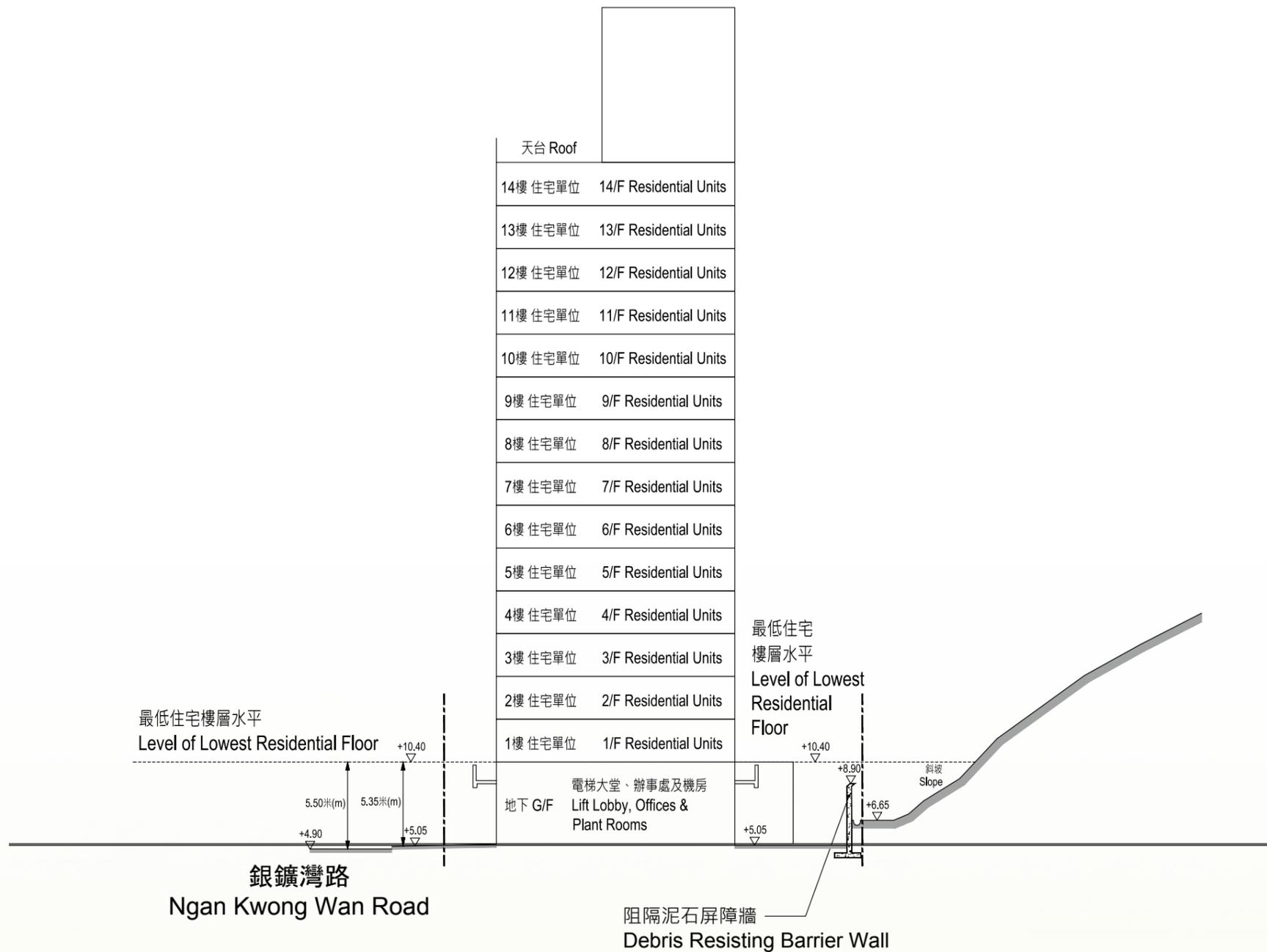


# 19 發展項目中的建築物的橫截面圖

## Cross-section Plan of Building in the Development



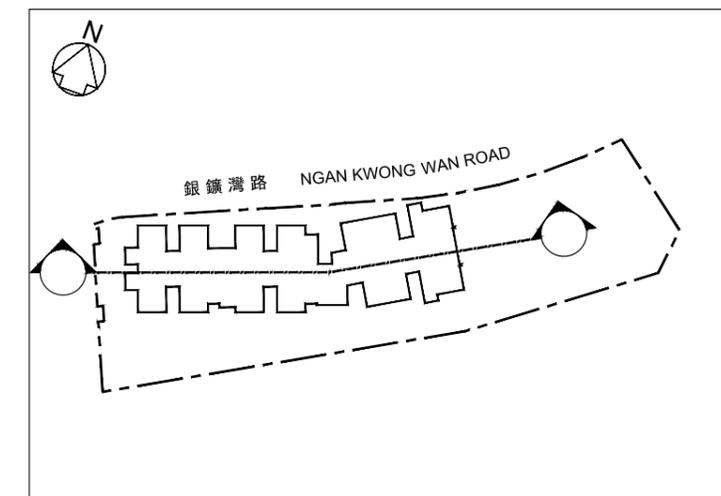
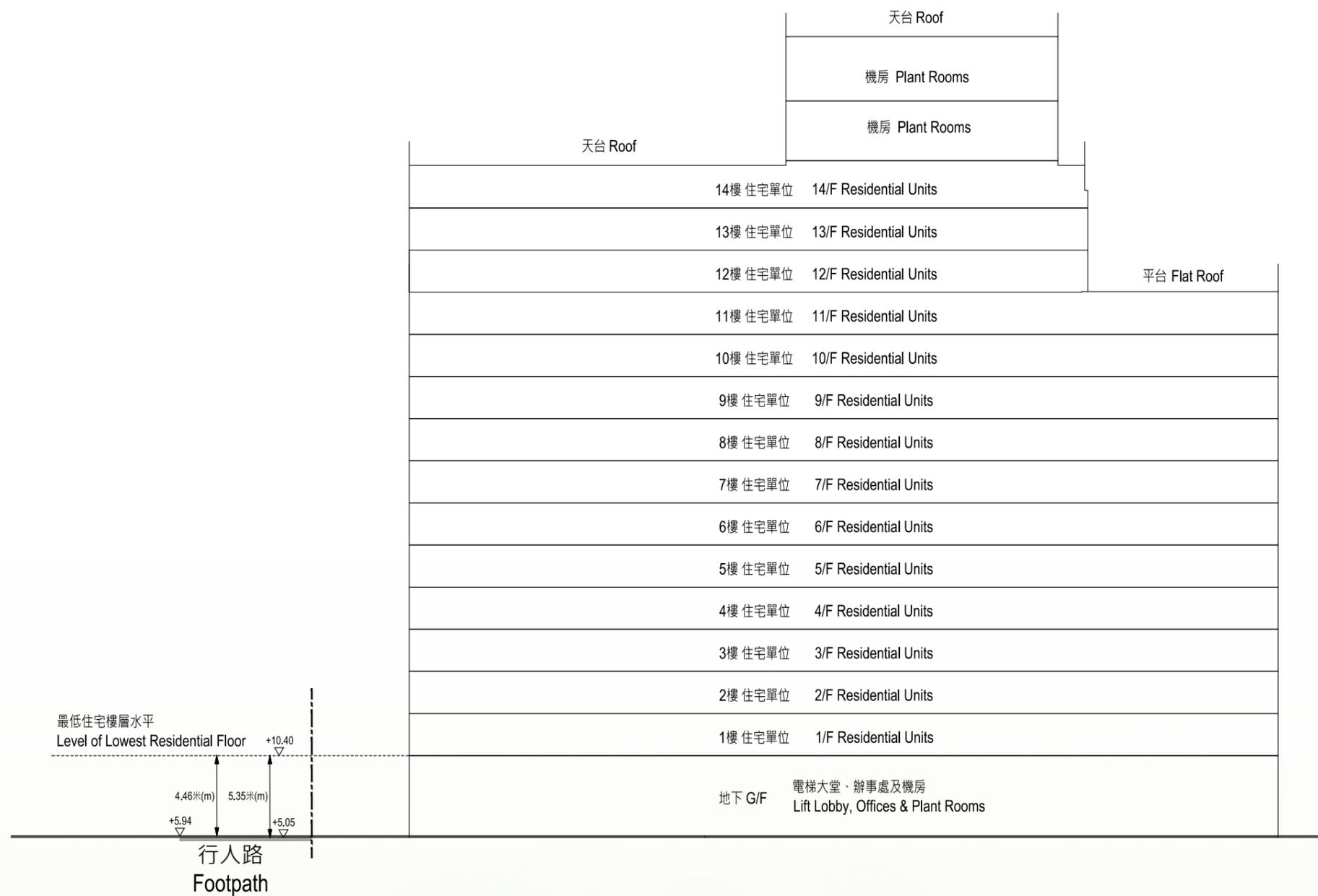
指示圖 KEY PLAN

毗連建築物的一段銀鑲灣路為香港主水平基準以上4.90米至5.05米。

The part of Ngan Kwong Wan Road adjacent to the building is from 4.90 metres to 5.05 metres above the Hong Kong Principal Datum.

圖例 NOTATION

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



指示圖 KEY PLAN

毗連建築物的一段行人路為香港主水平基準以上5.05米至5.94米。

The part of Footpath adjacent to the building is from 5.05 metres to 5.94 metres above the Hong Kong Principal Datum.

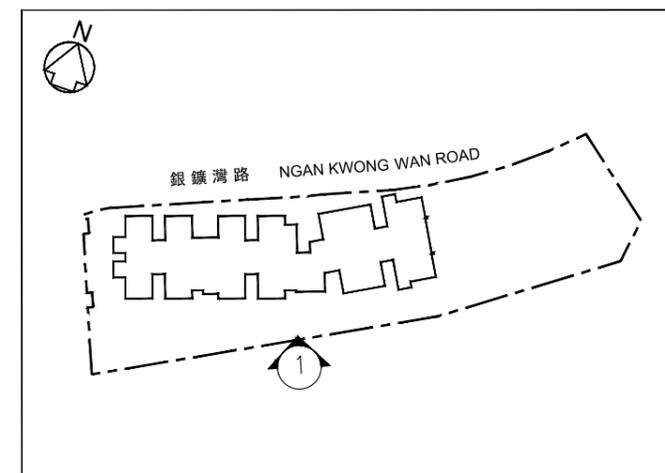
圖例 NOTATION

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

# 20 立面圖 Elevation Plan



東南面立面圖“1”  
South East Elevation Plan “1”



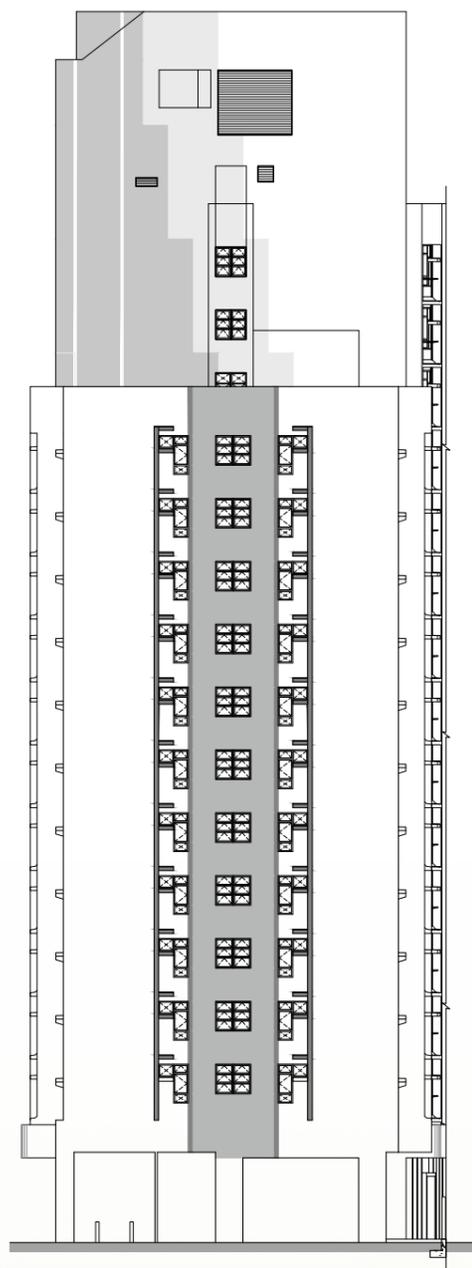
指示圖 KEY PLAN

本圖所顯示的立面：

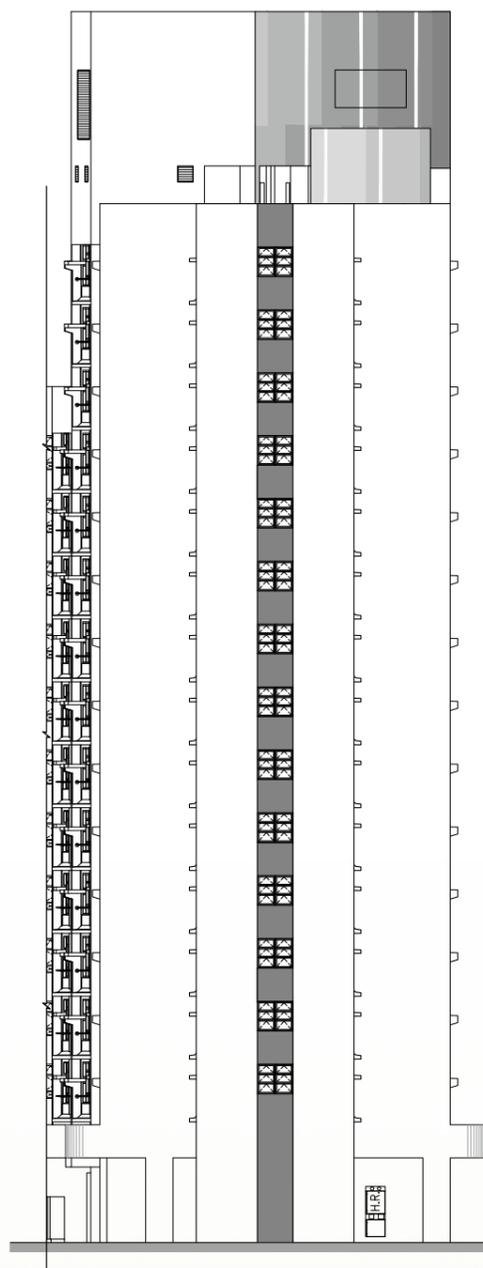
- (1) 以2018年7月30日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

The elevation shown on this plan:

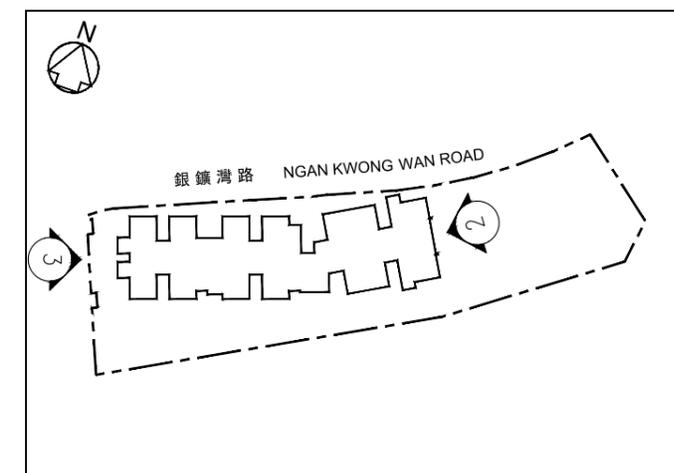
- (1) is prepared on the basis of the approved general building plans for the Development as of 30 July 2018; and
- (2) is in general accordance with the outward appearance of the Development.



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



西南面立面圖“3”  
South West Elevation Plan “3”



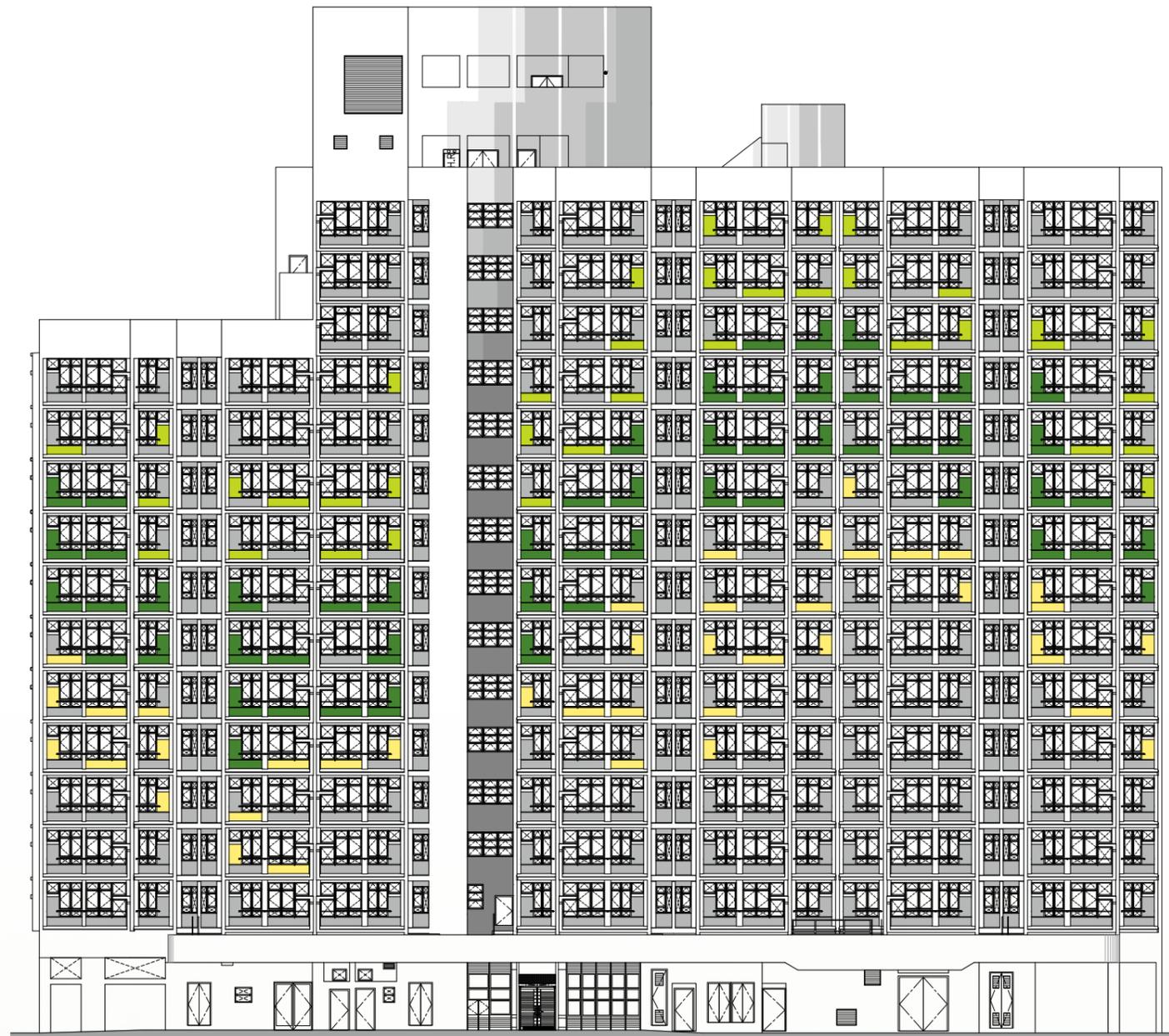
指示圖 KEY PLAN

本圖所顯示的立面：

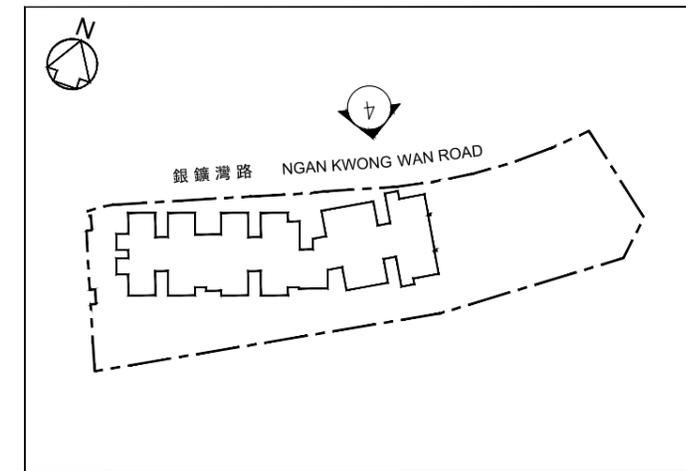
- (1) 以2018年7月30日的該項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與該項目的外觀一致。

The elevations shown on this plan:

- (1) are prepared on the basis of the approved general building plans for the Development as of 30 July 2018; and
- (2) are in general accordance with the outward appearance of the Development.



西北面立面圖“4”  
North West Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

- (1) 以2018年7月30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 30 July 2018; and
- (2) is in general accordance with the outward appearance of the Development.

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所 (包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	189.5	189.5
	平方呎 sq.ft.	不適用 Not applicable	2,040	2,040
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	58.2	不適用 Not applicable	58.2
	平方呎 sq.ft.	627	不適用 Not applicable	627

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

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

# 22 閱覽圖則及公契

## Inspection of Plans and Deed of Mutual Covenant

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk)。
- 2 銀蔚苑已簽立的公契文本存放在住宅物業的售樓處，以供閱覽。
- 3 無須為閱覽付費。

- 1 A copy of the Outline Zoning Plan relating to the Development is available at [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk).
- 2 A copy of the Deed of Mutual Covenant in respect of Ngan Wai Court that has been executed is available for inspection at the place at which the residential property is offered to be sold.
- 3 The inspection is free of charge.

# 23 裝置、裝修物料及設備

## Fittings, Finishes and Appliances

### 1 外部裝修物料 EXTERIOR FINISHES

a	外牆 External wall	髹上外牆漆。	Finished with external paint.
b	窗 Window	客/飯廳及廚房選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。 浴室選用鋁質窗框配壓花清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。	Aluminium window frame fitted with clear float glass for living/dining room and kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	不適用	Not applicable
f	乾衣設施 Drying facilities for clothing	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.

### 2 室內裝修物料 INTERIOR FINISHES

a	大堂 Lobby	<b>地下主入口大堂：</b> 部分牆壁以瓷磚鋪砌及髹上外牆漆。地板以過底磚鋪砌。部分天花板設有鋁質天花。 <b>標準樓層升降機大堂：</b> 部分牆壁以瓷磚鋪砌及髹上外牆漆。地板以過底磚鋪砌。天花板髹上外牆漆。	<b>Ground floor lobby:</b> Walls are partially finished with ceramic tiles and external paint. Floor is finished with homogeneous tiles. Part of ceiling is fitted with aluminium suspended ceiling. <b>Typical floor lobby:</b> Walls are partially finished with ceramic tiles and external paint. Floor is finished with homogeneous tiles. Ceiling is finished with external paint.
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.
d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。灶台面為人造樹脂。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface.

### 3 室內裝置 INTERIOR FITTINGS

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

4 雜項 MISCELLANEOUS			
a	升降機 Lift	兩部「三菱」牌客用升降機(型號NexWay-S)服務地下至14樓。	Two "Mitsubishi" passenger lifts (Model No. NexWay-S) serving G/F to 14/F.
b	信箱 Letter box	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
c	垃圾收集 Refuse collection	1樓至14樓公用地方設有垃圾及物料回收室和垃圾槽，並於地面的公用地方設有垃圾及物料回收房中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 1/F to 14/F. Refuse storage and material recovery chamber is provided in the common area on ground level for centralised processing of refuse.
d	水錶、電錶及氣體錶 Water meter, electricity meter and gas meter	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝石油氣錶(買方須自行申請安裝石油氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for liquefied petroleum gas meter is provided in the kitchen of each flat (purchasers are required to make individual application for installation of liquefied petroleum gas meter).
5 保安設施 SECURITY FACILITIES			
		設有閉路電視監察系統監控升降機內，各地下入口及各頂層出口。閉路電視監控設備設於住宅樓宇地下護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances and exits to roof floor. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of residential building.
6 設備 APPLIANCES			
		除1樓至11樓的11號及12號單位外，每個單位設有一個浴室。浴室設有一部「Sakura」牌石油氣熱水爐(型號SH-120ARFL)。 1樓至11樓的11號及12號單位設有兩個浴室，浴室(一)設有一部「Sakura」牌石油氣熱水爐(型號SH-120ARFL)。浴室(二)設有一部「Sakura」牌石油氣熱水爐(型號SH-100ARF)。	All flats except flats 11 and 12 on 1/F to 11/F have one bathroom in each flat. One "Sakura" liquefied petroleum gas water heater (Model No. SH-120ARFL) is provided in the bathroom. For flats 11 and 12 on 1/F to 11/F, there are two bathrooms in each flat. One "Sakura" liquefied petroleum gas water heater (Model No. SH-120ARFL) is provided in bathroom (1) and one "Sakura" liquefied petroleum gas water heater (Model No. SH-100ARF) is provided in bathroom (2).

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

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

			樓層 Floor		1樓至14樓(註8) 1/F to 14/F (Note 8)												
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		4	3	4	4	4	4	4	4	3	3	5	5	3	
	雙極開關掣	Double Pole Switch		3	2	3	3	3	3	3	3	2	2	4	4	2	
	天花燈咀	Ceiling Lamp Holder		4	3	4	4	4	4	4	4	3	3	5	5	3	
	13安培雙頭插座	13A Twin Socket Outlet		11	8	11	11	11	11	11	11	8	8	14	14	8	
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	
	接駁器(註1)	Connection Unit (Note 1)		3	2	3	3	3	3	3	3	2	2	4	4	2	
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunications and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	1	1	1	1	1	
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 / 浴室 (一) Bathroom / Bathroom (1)	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1		
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1		
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1		
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1		
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	2	2	2	2	2		
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	2	2	2	2	2		
	石油氣熱水爐	Liquefied Petroleum Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1		
浴室 (二) Bathroom (2)	燈掣	Lighting Switch		-	-	-	-	-	-	-	-	-	-	1	1	-	
	雙極開關掣	Double Pole Switch		-	-	-	-	-	-	-	-	-	-	1	1	-	
	抽氣扇開關掣	Switch for Exhaust Fan		-	-	-	-	-	-	-	-	-	-	1	1	-	
	天花燈咀	Ceiling Lamp Holder		-	-	-	-	-	-	-	-	-	-	1	1	-	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		-	-	-	-	-	-	-	-	-	-	2	2	-	
	接駁器(註4)	Connection Unit (Note 4)		-	-	-	-	-	-	-	-	-	-	2	2	-	
	石油氣熱水爐	Liquefied Petroleum Gas Water Heater		-	-	-	-	-	-	-	-	-	-	1	1	-	

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

			樓層 Floor		1樓至14樓(註8) 1/F to 14/F (Note 8)											
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1
	石油氣供應接駁點	Liquefied Petroleum Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。
2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。
3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之接駁器供抽氣扇及石油氣熱水爐接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之接駁器供抽氣扇接駁之用。
8. 12、13及14樓不設10、11、12及13號單位。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.
2. The spaces are reserved for telecommunications and broadcasting services and are covered with blank cover plates.
3. The space(s) is/are reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate(s).
4. The Connection Units installed inside bathroom are for connecting exhaust fan and Liquefied Petroleum Gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.
8. Flats 10, 11, 12 and 13 do not exist on 12/F, 13/F and 14/F.

## 24 服務協議 Service Agreements

賣方已與香港蜆殼有限公司（以下稱「蜆殼」）簽訂協議，由「蜆殼」負責銀蔚苑的石油氣供應及分派專營權。該協議為期十五年，由建築合約的完工證明後的第一天開始生效。

The Vendor has signed an agreement with Shell Hong Kong Limited for the exclusive concession for the supply and distribution of piped Liquefied Petroleum Gas to the residential properties in Ngan Wai Court. The agreement is for a period of fifteen (15) years commencing next following the latest certified completion date of the Building Contract.

## 25 地稅 Government Rent

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

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

## 26 買方的雜項付款

### Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

註：買方須自費及自行安排清理所有裝修廢料，並將其搬離屋苑。

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

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

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

## 27 欠妥之處的保養責任期

### Defects Liability Warranty Period

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

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

根據批地文件的規定，該發展項目中的住宅物業的擁有人須自費維修斜坡。

### A 有關規定的條款

「該租契」（見批地文件的摘要內的定義）條款第3.3條訂明：

「承租人」（見批地文件的摘要內的定義）須不時及在此後的所有時間在每當有需要或情況要求時妥善及足夠地管理自費修理、維護、支持、維持、鋪設、清洗、刷淨、清潔、清空、改動及保持「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架設物及建築物，所有「該土地」內的山坡上，擋土結構和擋土牆，及所有與屬於「該土地」或任何上述樓宇、單位、架設物及建築物及以任何形式從屬於或關連該處的牆、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道，並且全面執行需要及必須的修葺、清洗及修改工程，以達致令地政總署署長（下稱「署長」）滿意為止。

「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地段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」須按以達致令地政總署署長（下稱「署長」）絕對酌情決定的批准或要求，在「該土地」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，截至租契當日，「土地內工程」已進行。

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

### A Terms of the Requirement

**Clause No. 3.3 of the said lease (as defined in the Summary of Land Grant) stipulates that:**

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

**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 of Lands (hereinafter referred to as "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) 「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」或下墜於本契諾第(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，以及該地段及政府土地內「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」及政府土地內根據本契諾第(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。

- (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 maintenance works, including the areas of the Lot 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 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) 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，以及按照本契諾第(c)款進行任何工作或進行「署長」認為必須的任何其他工作。
- (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) 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」行使本契諾第(h)款而有權進入及進行任何工程所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。
- (j) 「承租人」須就其按照本契諾的條款正在進行或一直進行的任何「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。

**B 每名擁有人均須分擔維修工程的費用。**

- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of this covenant and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorised officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Lessee pursuant to the terms of this covenant or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Inside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

**B Each of the owners is obliged to contribute towards the costs of the maintenance works.**