

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該地段」及「屋苑」的地方、系統、裝置與設施，包括但不限於總水錶房、總水錶房上蓋、緊急車輛通道、車輛通道、的士及私家車上落客避車處、花槽、簷篷、橫向綠化區、垂直綠化區(即現於「公契」所夾附圖則以藍色虛線顯示以資識別的範圍)、街道消防栓水缸、街道消防栓水缸上蓋、技工工場、潔淨服務承辦商辦事處、業主立案法團辦事處、屋苑管理處、垃圾收集站、供垃圾收集車作裝卸用途的停車位、消防喉轆、供天台照明用之電纜管道、物料回收房、通風管道槽、綠化天台(只作維修通道)、「雜項」、不構成任何「單位」一部分之外牆(附屬於「住宅大廈」者(如有)除外)、管道槽、維修平台、罩屋、電錶房，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以橙色、橙色間黑斜線、橙色間黑十字線及藍色虛線顯示(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」或「副公契」之條款(如有者)指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該地段」及「屋苑」附加地方、系統、裝置與設施(為免生疑問，包括「零售/商業大廈」的混凝土結構之上的花槽的防水層及附屬排水渠)，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬於「公用事業公司」及電訊及廣播服務提供者的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用專有地方和「屋苑」內只為任何個別業主提供服務的設施。

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the Lot and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to master water meter room, roof of master water meter room, Emergency Vehicular Access, driveways, picking up/setting down lay-by for taxi and private cars, planters, canopy, horizontal greenery areas, vertical greenery areas (the location of which is indicated by pecked blue line for identification purpose only on the plans annexed to the DMC), street fire hydrant water tanks, roofs of street fire hydrant water tanks, artisans’ workshop, cleansing contractor’s office, owners’ corporation office, estate management office, refuse collection point, loading and unloading space reserved for refuse collection vehicle, hose reel, cable ducts for roof lighting supply, material recovery chamber, air duct shafts, green roofs (for maintenance access only), the Items, external walls which do not form part of any Unit and other than those pertaining to the Residential Blocks (if any), pipe duct, maintenance platform, dog house, electrical meter room 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 (i) orange, (ii) orange hatched black, (iii) orange cross-hatched black and (iv) indicated by pecked blue line respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the Lot and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof (and for the avoidance of doubt, including the waterproofing layer and the ancillary drains for the planters on top of the concrete structures of the Retail/Commercial Block) 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 or Sub-Deed (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

「住宅大廈公用地方與設施」指及包括但不限於到達不到的空隙、「該租契」第3.19(a)條所規定之露天空間、「錶前煤氣喉」(專屬於「房委會屋宇」及「政府屋宇」使用的部分除外)、非結構預製外牆(即現於「公契」所夾附圖則以“PF”顯示以資識別)、加闊的公用走廊及升降機大堂(即現於「公契」所夾附圖則以“W”顯示以資識別)、有蓋行人通道、花槽、兒童遊樂場/遊樂區、羽毛球場、橫向綠化區、垂直綠化區(即現於「公契」所夾附圖則以綠色虛線顯示以資識別的範圍)、上落客貨停車位(A座)、上落客貨停車位(B座)、電纜管道房、電纜管道房的上面部分、管道槽、變壓器房、總電掣房、垃圾及物料回收房、儲物室、電錶房、郵件分發房、消防喉轆、保安員櫃位、洗手間、橫向屏障、閉路電視房、單車停車位、沖廁水聚水缸、食水及沖廁水泵房、消防用水聚水缸、消防聚水缸、電訊及廣播設備室、通道、消防入水掣、食水聚水缸、平台、花灑泵房、簷篷、水錶櫃、減壓掣、繫樑、升降機、升降機大堂、升降機機房、主天台、綠化天台(只作維修通道)、應急發電機房、應急發電機房的上面部分、應急發電機房上蓋、食水水缸上蓋、食水增壓泵房、通風管道房、食水水缸、沖廁水水缸、沖廁水水缸上蓋、食水及沖廁水給水泵房、食水及消防水管道槽、沖廁水管道槽、錶房、空位、天台、樓梯上蓋、通風管道房上蓋、升降機機房上蓋、廢物收集站(住宅)、去水井、檢測水錶櫃、乒乓球檯、消防上水泵房、電訊及特低壓機房、垃圾及物料回收室、消防缸、消防水缸上蓋、電纜管道、消防水缸、附屬於「住宅大廈」的外牆(包括突出物如「住宅單位」外的冷氣機罩)、樓梯、電纜裝置及附屬設施、保安系統與器具、公共天線廣播分導系統、電訊網絡設施以及任何其他在「住宅大廈」提供及安裝而擬供「住宅大廈」整體使用的系統、裝置與設施,即「公契」所夾附圖則分別以棕色、棕色間黑斜線、棕色間黑十字線、棕色加黑點及綠色虛線顯示(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」或「副公契」(如有者)指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施,但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬於「公用事業公司」及電訊及廣播服務提供者的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方,以及「住宅大廈」內只為個別「業主」提供服務的設施。

“Residential Blocks Common Areas and Facilities” shall mean and include but not limited to inaccessible void, the open spaces as provided under Clause 3.19(a) of the Lease, Gas Pipe Before Meter (excluding such part of the Gas Pipe Before Meter which serves the HA Accommodation and the Government Accommodation exclusively), non-structural pre-fabricated external walls (which are for the purpose of identification only marked “PF” on the plans annexed to the DMC), wider common corridors and lift lobbies (which are for the purpose of identification only marked “W” on the plans annexed to the DMC), covered walkway, planters, children's playground/play area, badminton court, horizontal greenery areas, vertical greenery areas (the location of which is indicated by pecked green line for identification purpose only on the plans annexed to the DMC), loading and unloading bay (Block A), loading and unloading bay (Block B), cable duct rooms, high level of cable duct room, pipe ducts, transformer rooms, main switch rooms, refuse storage & material recovery chambers, store rooms, electrical meter rooms, mail delivery rooms, hose reels, guard counters, lavatories for watchmen, horizontal screens, CCTV rooms, spaces for bicycle parking, flush water sump tanks, fresh & flush water pump room, fire service water sump tank, fire service sump tank, telecommunications and broadcasting equipments room, passage, fire service inlets, fresh water sump tanks, flat roofs, sprinkler pump room, canopy(ies), water meter cupboards, pressure reducing valves, tie beams, lifts, lift lobbies, lift machine rooms, main roofs, green roofs (for maintenance access only), emergency generator rooms, high level of emergency generator room, roofs of emergency generator rooms, roofs of fresh water tanks, fresh water booster pump rooms, vent duct rooms, fresh water tanks, flush water tanks, roofs of flush water tanks, fresh & flush water feed pump room, fresh water pipe duct & fire service water pipe ducts, flush water pipe ducts, meter room(s), vacant bay, roofs, roofs of staircase, roof of vent duct room, roofs of lift machine rooms, junk collection point (domestic), drain pits, check water meter cupboard, table tennis table, fire service upfeed pump rooms, telecommunications and extra low voltage rooms, refuse storage & material recovery rooms, fire service tank, roof of fire service water tank, cable duct, fire service water tank, the external walls pertaining to the Residential Blocks including projections such as air-conditioner hoods outside the Residential Units, staircases, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, and any other systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for the purpose of identification only, are shown coloured (i) brown; (ii) brown hatched black; (iii) brown cross-hatched black; (iv) brown stippled black and (v) indicated by pecked green line respectively (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as Residential Blocks Common Areas and Facilities by the HA in accordance with the DMC and Sub-Deed (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Blocks serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat	
A	1樓 – 12樓 1/F – 12/F	2, 3, 10, 11	61 / 88,822	
		4	67 / 88,822	
		5, 8, 9	53 / 88,822	
		6, 7	40 / 88,822	
	1樓 – 26樓 1/F – 26F	1, 12, 14, 15	40 / 88,822	
		13, 16, 17, 20, 26	53 / 88,822	
		18, 19	62 / 88,822	
		21, 22, 23, 24, 27, 28, 29, 30	52 / 88,822	
		25	67 / 88,822	
	13樓 – 26樓 13/F – 26F	2, 11	62 / 88,822	
B	1樓 – 12樓 1/F – 12/F	17, 18, 26, 27, 28, 29, 32, 33, 35, 36, 37	52 / 88,822	
		19, 31, 34	53 / 88,822	
		25, 30	39 / 88,822	
		38	69 / 88,822	
	1樓 – 26樓 1/F – 26F	1, 2, 5, 10, 11, 12, 13, 14, 15, 16	53 / 88,822	
		3, 4	79 / 88,822	
	2樓 – 12樓 2/F – 12/F	20	39 / 88,822	
		21	52 / 88,822	
		22, 23	40 / 88,822	
		24	53 / 88,822	
		2樓 – 26樓 2/F – 26F	6, 9	53 / 88,822
	2樓 – 26樓 2/F – 26F	7, 8	62 / 88,822	
		13樓 – 26樓 13/F – 26F	17, 36	53 / 88,822
		37	52 / 88,822	
		38	64 / 88,822	

C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)另有規定,「房委會」應負責「該地段」及「屋苑」之管理,首屆任期為公契簽署日起計二十四(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」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」均須每月繳付「經理人」釐定的款項,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,「經理人」應根據「公契」規定擬備之年度預算案釐定管理月費款額。
- (2) 分配予發展項目中的每個住宅物業的管理份數的數目:

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

D 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:

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A	1樓 - 12樓 1/F - 12/F	2, 3, 10, 11	61 / 88,812
		4	67 / 88,812
		5, 8, 9	53 / 88,812
		6, 7	40 / 88,812
	1樓 - 26樓 1/F - 26F	1, 12, 14, 15	40 / 88,812
		13, 16, 17, 20, 26	53 / 88,812
		18, 19	62 / 88,812
		21, 22, 23, 24, 27, 28, 29, 30	52 / 88,812
		25	67 / 88,812
	13樓 - 26樓 13/F - 26F	2, 11	62 / 88,812

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
B	1樓 - 12樓 1/F - 12/F	17, 18, 26, 27, 28, 29, 32, 33, 35, 36, 37	52 / 88,812
		19, 31, 34	53 / 88,812
		25, 30	39 / 88,812
		38	69 / 88,812
	1樓 - 26樓 1/F - 26F	1, 2, 5, 10, 11, 12, 13, 14, 15, 16	53 / 88,812
		3, 4	79 / 88,812
	2樓 - 12樓 2/F - 12/F	20	39 / 88,812
		21	52 / 88,812
		22, 23	40 / 88,812
		24	53 / 88,812
	2樓 - 26樓 2/F - 26F	6, 9	53 / 88,812
		7, 8	62 / 88,812
	13樓 - 26樓 13/F - 26F	17, 36	53 / 88,812
		37	52 / 88,812
		38	64 / 88,812

E 計算管理費按金的基準

每「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」不時就每個「單位」根據按照「公契」條文制訂的周年財政預算訂定的「業主」應繳的管理月費的三倍。

E The Basis on which the Management Fee Deposit is Fixed

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

F 賣方在發展項目中保留作自用的範圍

不適用

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

Not applicable

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

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

16 批地文件的摘要

Summary of Land Grant

位於將軍澳市地段第124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2019年3月25日。

1 發展項目位於將軍澳市地段第124號（下稱「該地段」）。

2 「該地段」的批租年期為50年，由2019年3月25日起計（下稱「批租年期」）。

3 「該租契」條款第3.3條訂明：

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

4 「該租契」條款第3.7條訂明：

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

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「該地段」或其任何部分或任何已建或擬建於「該地段」的建築物或其任何部分作私人住宅、「該租契」條款第3.22條所述的「政府屋宇」及「該租契」所述的商業屋宇、其他設施及附屬設施以外的任何其他用途。特此說明，已建或擬建於「該地段」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。

The government lease governing the Development by the Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of the whole of Tseung Kwan O Town Lot No. 124 (“the Lease”) is dated the 25th day of March 2019.

1 The Development is situated on Tseung Kwan O Town Lot No. 124 (“the Lot”).

2 The Lot is granted for a term of 50 years commencing from the 25th day of March 2019 (“the Lease Term”).

3 Clause No. 3.3 of the Lease stipulates that:

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

4 Clause No. 3.7 of the Lease stipulates that:

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

5 Clause No. 3.13 of the Lease stipulates that:

Subject to the terms and covenants contained in the Lease, the Lessee shall not use or permit or suffer to be used the Lot or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with the Government Accommodation referred to in Clause No. 3.22 of the Lease, such commercial accommodation, such other facilities and ancillary facilities as referred to in the Lease and in particular, any residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

6 「該租契」條款第3.14(c)(ii)至(d)條訂明：

- (c) 受制於「該租契」條款第3.14條(a)及(b)(ii)款的規定下，「承租人」應以在各方面致使「署長」滿意的方式於「該地段」興建、提供並維持：
 - (ii) 按照「該租契」條款第3.22條提供的總樓面面積不少於3,650平方米的政府、機構和社區設施；
 - (iii) 總樓面面積不少於1,000平方米或經「署長」書面批准之較少總樓面面積的一所幼稚園或經教育局批准的其他教育機構。
 - (d) 「承租人」可於「該地段」興建或建造為妥善管理及維持「該地段」內發展項目所需的其他設施，其中包括：
 - (i) 總樓面面積不超過90平方米的供「業主委員會」或「業主立案法團」使用的辦事處；及
 - (ii) 總樓面面積不超過240平方米的潔淨服務承辦商辦事處、作屋苑管理用途的工場或服務室；
- 為免生疑問，根據「該租契」條款第3.14條(d)款所提供的空間不計入「該租契」條款第3.14條(a)款所指的總樓面面積。

7 「該租契」條款第3.16(a)至(c)條訂明：

- (a) 除非獲得「署長」的事先書面同意，不得於「該租契」的附圖上以粉紅色加黑色圓形標示的地方(下稱「粉紅色加黑色圓形範圍」)之地面水平或以上興建或建造任何建築物、構築物、邊界牆、圍欄或任何建築物或構築物的承托物(室外園景區或花槽除外)。就計算「該租契」條款第3.19(a)條所述的休憩空間的面積的目的而言，「粉紅色加黑色圓形範圍」不應納入計算。
- (b) 除非獲得「署長」的事先書面同意，不得於「該租契」的附圖上以粉紅色加黑色圓點標示的地方(下稱「粉紅色加黑色圓點範圍」)之地面水平或以上興建或建造任何建築物、構築物或任何建築物或構築物的承托物(花槽、邊界牆或圍欄或兩者除外)。
- (c) 就「該租契」條款第3.16條而言，何謂地面水平由「署長」決定，其決定為最後決定並對「承租人」有約束力。

8 「該租契」條款第3.17條訂明：

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

6 Clause No. 3.14(c)(ii) to (d) of the Lease stipulates that:

- (c) Subject to sub-clauses (a) and (b)(ii) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:
 - (ii) government, institution and community facilities referred to in Clause No. 3.22 of the Lease having a total gross floor area of not less than 3,650 square metres;
 - (iii) one kindergarten or such other educational institutions as may be approved by the Education Bureau having a total gross floor area of not less than 1,000 square metres or such lesser total gross floor area as may be approved by the Director in writing;
 - (d) the Lessee may erect or construct on the Lot other facilities which are required for the proper management and maintenance of the development on the Lot including:
 - (i) office for use by Owners' Committee or Owners' Corporation having a total gross floor area of not exceeding 90 square metres; and
 - (ii) offices for cleansing contractor, workshops or service rooms for estate management purposes having a total gross floor area of not exceeding 240 square metres;
- for the avoidance of doubt, space provided in accordance with sub-clause (d) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease.

7 Clause No. 3.16(a) to (c) of the Lease stipulates that:

- (a) Except with the prior written consent of the Director, no building or structure or boundary wall or fence or support for any building or structure may be erected or constructed on or above the ground level of that portion of the Lot as shown coloured pink circled black on the Plan (hereinafter referred to as "the Pink Circled Black Area") except outdoor landscaped areas or planters. For the purpose of calculating the area of the open space referred to in Clause No. 3.19(a) of the Lease, the Pink Circled Black Area shall not be taken into account.
- (b) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed on or above the ground level of that portion of the Lot as shown coloured pink stippled black on the Plan (hereinafter referred to as "the Pink Stippled Black Area") except planters, boundary walls or fences or both.
- (c) For the purpose of Clause No. 3.16 of the Lease, the determination of the Director as to what constitutes the ground level shall be final and binding on the Lessee.

8 Clause No. 3.17 of the Lease stipulates that:

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

9 「該租契」條款第3.18條訂明：

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

10 「該租契」條款第3.19(a)至(f)條訂明：

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於4,300平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的作私人住宅用途的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。
- (b) 「承租人」須按下列規定，在「該地段」及平台(如有)未有建築之部分，自費進行環境美化工程及種植樹木、灌木或其他植物：
- (i) 在「該地段」不少於百分之三十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.19條(a)款提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之三十的面積之內。
- (ii) 「該租契」條款第3.19條(b)(i)款所指百分之三十的面積中有不少於百分之五十(下稱「該可見或可前往的綠化地方」)須設置於地面水平或由「署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該地段」的人可以前往「該可見或可前往的綠化地方」。
- (iii) 「署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。
- (c) 「署長」就以下各項作出的決定為最終決定，並對「承租人」具約束力：
- (i) 在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.19條(b)款所指的百分之三十面積；
- (ii) 何謂「該租契」條款第3.19條(b)款所指的地面水平；以及
- (iii) 何謂「該租契」條款第3.19條(a)款所指的休憩空間。
- (d) 「承租人」其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。
- (e) 如獲「署長」事先書面同意，「承租人」須在「該地段」內按「該租契」條款第3.19條(b)(i)款提供的面積之百分比可較所規定的為低。
- (f) 根據「該租契」條款第3.19條提供的休憩空間及進行環境美化工程的地方，須被指定為並構成「該租契」條款第3.23(a)(v)條所指的「公用地方」的其中一部分。

9 Clause No. 3.18 of the Lease stipulates that:

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

10 Clause No. 3.19(a) to (f) of the Lease stipulates that:

- (a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 4,300 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors.
- (b) The Lessee shall at its own expense landscape and plant with trees, shrubs or other plants the Lot and podium (if any) not built upon in compliance with the following requirements:
- (i) Not less than 30% of the area of the Lot shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under sub-clause (a) of Clause No. 3.19 of the Lease and with landscaping works shall be taken into account in calculating the 30%.
- (ii) Not less than 50% of the 30% referred to in sub-clause (b)(i) of Clause No. 3.19 of the Lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the Director at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.
- (iii) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The decision of the Director on the following shall be final and binding on the Lessee:
- (i) as to which landscaping works proposed by the Lessee constitute the 30% referred to in sub-clause (b) of Clause No. 3.19 of the Lease;
- (ii) as to what constitutes the ground level referred to in sub-clause (b) of Clause No. 3.19 of the Lease; and
- (iii) as to what constitutes open space referred to in sub-clause (a) of Clause No. 3.19 of the Lease.
- (d) The Lessee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) With the prior written consent of the Director, the Lessee may provide a lesser percentage of the area of the Lot as required under sub-clause (b)(i) of Clause No. 3.19 of the Lease.
- (f) The open space provided and the area or areas landscaped in accordance with Clause No. 3.19 of the Lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.23(a)(v) of the Lease.

11 「該租契」條款第3.21(a)至(h)條訂明：

- (a) 除於「該租契」條款第3.21條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益（無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括（除其他外）繳付行政費（如被要求時）及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件（包括繳付行政費（如被要求時））；
 - (iv) 每份根據「該租契」條款第3.21(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及
 - (v) 倘若「業主」於「首次轉讓契據」日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。
- (d) 於「期間」屆滿後，
 - (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費（如被要求時）；以及

11 Clause No. 3.21(a) to (h) of the Lease stipulates that:

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.21 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in his sole and absolute discretion to buy such residential flat;
 - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in his sole and absolute discretion are observed and complied with;
 - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 3.21 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in his sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the Lease; and
 - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (d) After the expiry of the Period,
 - (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and

- (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第3.21(a)條有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件（包括但不限於繳付行政費（如被要求時））的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.21(d)條向「承租人」繳付「補價」後，「該租契」條款第3.21條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第3.21條而言，
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
- (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
- (iii) 「承租人」一詞不包括其受讓人；
- (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
- (v) 「業主」指獲「承租人」根據「該租契」條款第3.20(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.21條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
- (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；
- (vii) 「補價」指由房屋署署長釐定的款額（其釐定為最終決定及對「住宅單位」的「業主」具約束力），該款額須根據以下公式計算—

$$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$

就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；

- (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding sub-clause (a) of Clause No. 3.21 of the Lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 3.21 of the Lease, Clause No. 3.21 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.21 of the Lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a residential flat or any interest therein;
- (ii) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
- (iii) the expression "Lessee" excludes its assigns;
- (iv) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;
- (v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the Lot under sub-clause (a) of Clause No. 3.20 of the Lease; and for the purpose of Clause No. 3.21 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
- (vi) "Period" means a period of 10 years after the date of the First Assignment;
- (vii) "Premium" means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula—

$$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;

(viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及

(ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。

(h) 儘管「該租契」條款第3.21(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.21條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

12 「該租契」條款第3.22(a)至(j)條訂明：

(a) 除「該租契」條款第3.22條(b)款及(c)款另有規定外，「承租人」須以各方面均令「署長」滿意的方式及以良好的工作方式，在「該地段」自費興建、建造、提供及維持以下政府、機構和社區設施：

(i) 「展能中心」；

(ii) 「綜合家庭服務中心」；

(iii) 「長者鄰舍中心」；

(iv) 「特殊幼兒中心」(下稱「特殊幼兒中心」)及供停泊專屬「特殊幼兒中心」使用的根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的48座位巴士的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為1而且除非另行獲得「署長」的書面同意，此停車位的尺寸最少須為3.5米寬及12米長而樓底高度最少須為3.8米；

(v) 「早期教育及訓練中心」；

(vi) 「青少年外展隊辦事處」(下稱「青少年外展隊辦事處」)及供停泊專屬「青少年外展隊辦事處」使用的根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為1而且除非另行獲得「署長」的書面同意，此停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米；及

(vii) 供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位，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。除非另行獲得「署長」的書面同意，上述提供的停車位的尺寸最少須為3.5米寬及11米長而樓底高度最少須為4.7米，並且不得用作供予「該地段」已建或擬建的「該租契」條

(viii) "Purchase Price" means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and

(ix) "residential flat" means a residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.

(h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 3.21 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.21 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

12 Clause No. 3.22(a) to (j) of the Lease stipulates that:

(a) Subject to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:

(i) an Activity Centre;

(ii) an Integrated Family Service Centre;

(iii) a Neighbourhood Elderly Centre;

(iv) a Special Child Care Centre (hereinafter referred to as "the Special Child Care Centre") and space for the parking of a 48-seater bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and serving exclusively the Special Child Care Centre and, unless the Director otherwise consents in writing, the number of space shall be one and such space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 12 metres in length with a minimum headroom of 3.8 metres;

(v) an Early Education and Training Centre;

(vi) a Youth Outreaching Team Office (hereinafter referred to as "the Youth Outreaching Team Office") and space for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and serving exclusively the Youth Outreaching Team Office and, unless the Director otherwise consents in writing, the number of space shall be one and such space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres; and

(vii) space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and the number of space for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be one. The space for loading and unloading of motor vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5

款第3.22條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款、(a)(v)款及(a)(vi)款所述的政府、機構和社區設施有關的汽車作上落客貨用途以外的任何其他用途(上述屋宇(包括根據「該租契」條款第3.22條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分),以及由「署長」以其絕對酌情權決定(其決定為最終決定,並對「承租人」具約束力)的任何其他專屬於該屋宇的地方、設施、裝備和裝置,以下統稱「政府屋宇」)。

- (b) 在整個「批租年期」內,「署長」以及依據《財政司司長法團條例》、任何據以訂立的規例和任何予以修訂的法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」;在文意許可的情況下,「財政司司長法團」亦包括其繼承人及受讓人)在根據「該租契」條款第3.22條(d)款獲轉讓「政府屋宇」後(為施行本(b)款,「財政司司長法團」不包括其受讓人),可全權並在未經「承租人」贊同或認可的情況下:

- (i) 改變或更改「政府屋宇」或其任何部分的用途;
- (ii) 更改「政府屋宇」或其任何部分的總樓面面積;及
- (iii) 進行建築工程,包括但不限於「署長」認為為行使「該租契」條款第3.22條(b)(i)款及(b)(ii)款賦予的權力而須進行的改建、變更、加建、擴展或改善工程,不論有關工程是否需要工具、裝備、器械及機械進行。

政府、「署長」及「財政司司長法團」不會為「署長」或「財政司司長法團」行使「該租契」條款第3.22條(b)款賦予的權力所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任,「承租人」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「財政司司長法團」提出任何申索。

- (c) 除「該租契」條款第3.22條(b)款另有規定外,「承租人」根據「該租契」條款第3.22條(d)款將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前,除非事先得到「署長」書面同意,否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求,在「政府屋宇」無產權負擔或受制於現有租約或許可或兩者(如有的話)的情況下,按「署長」指定的條款及條件,自費將「該租契」條款第3.22條(e)款的不分割份數或其任何部分,連同空置管有權及獨有使用、佔用和享用「政府屋宇」或其任何部分的權利,轉讓予「財政司司長法團」而不收取任何費用。

metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the government, institution and community facilities erected or to be erected on the Lot as described in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v) and (a)(vi) of Clause No. 3.22 of the Lease (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation").

- (b) Throughout the Lease Term the Director and, in addition, upon assignment of the Government Accommodation to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, FSI (which for the purposes of sub-clause (b) of Clause No. 3.22 of the Lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:

- (i) to alter or vary the use of the Government Accommodation or any part thereof;
- (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
- (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under sub-clauses (b)(i) and (b)(ii) of Clause No. 3.22 of the Lease.

The Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under sub-clause (b) of Clause No. 3.22 of the Lease.

- (c) Subject to sub-clause (b) of Clause No. 3.22 of the Lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.

- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in sub-clause (e) of Clause No. 3.22 of the Lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.

- (e) 有關按「該租契」條款第3.22條(d)款轉讓予「財政司司長法團」的屬整個「該地段」的不分割份數數目，將由「署長」按照「政府屋宇」的總樓面面積佔所有已建或擬建於「該地段」的樓宇的總樓面面積而訂定，「署長」這方面訂定的數目為最終決定，並對「承租人」具約束力。
- (f) 「承租人」須應「署長」的要求(不論是否已經根據「該租契」條款第3.22條(d)款作出轉讓)，向「署長」提交或促使他人向「署長」提交有關「政府屋宇」或其任何部分的轉讓契據供「署長」書面批准，該等轉讓契據須採用「署長」要求的格式及含有「署長」要求的條款。
- (g) 「承租人」須於轉讓完成後自費向「財政司司長法團」交付一套有關「該地段」的業權契據及文件的正本或核證副本及由「承租人」的律師填妥及簽發核實的有關「政府屋宇」或其任何部分的轉讓契據摘要。「承租人」須單獨承擔所有於註冊轉讓契據時須向土地註冊處繳付的費用。
- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.22條(d)款轉讓之前的任何時間內，有權要求而「承租人」須按要求及按「署長」認為合適的條款及條件將「政府屋宇」或其任何部分的空置管有權交予政府供其獨有使用、佔用和運用。
- (i) (i) 在整個「批租年期」內，「承租人」須自費(惟「財政司司長法團」可根據「該租契」條款第3.23(a)(ix)(l)條的所述分擔費用)並以令「署長」全面滿意的方式保養下列項目(以下統稱為「雜項」)：
- (I) 供「該地段」內「政府屋宇」及發展項目的其餘部分使用的所有升降機、自動扶梯和樓梯；
 - (II) 作為供「該地段」內「政府屋宇」及發展項目的其餘部分使用的系統的其中部分之所有屋宇裝備裝置，器械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；及
 - (III) 可供「政府屋宇」及「該地段」的發展項目的其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」所引起或造成的一切不論任何性質的責任、損害、開支、索償、費用、收費、索求、訴訟及法律程序，向政府及「財政司司長法團」作出彌償，並使政府及「財政司司長法團」持續得到彌償。
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with sub-clause (d) of Clause No. 3.22 of the Lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the Lot. The determination of the Director in this respect shall be final and binding on the Lessee.
- (f) When called upon to do so by the Director (irrespective of whether the Lessee shall have been called upon to assign under sub-clause (d) of Clause No. 3.22 of the Lease), the Lessee shall submit or cause to be submitted to the Director for his approval in writing an Assignment or Assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which Assignment or Assignments shall be in such form and shall contain such provisions as shall be required by the Director.
- (g) On completion of the assignment or assignments of the Government Accommodation or any part thereof the Lessee shall deliver to FSI at the expense of the Lessee one set of the original or certified copies of deeds and documents of title relating to the Lot and the memorial of the Assignment or Assignments in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Lessee. All Land Registry fees payable on registration of the Assignment or Assignments shall be borne by the Lessee solely.
- (h) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.23(a)(ix)(l) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (I) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
 - (II) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and
 - (III) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.

(iii) 只就「該租契」條款第3.22條(i)款而言，「承租人」的語意排除「財政司司長法團」。

(j) 儘管有「該租契」條款第3.22條(d)款的規定，「承租人」須應署長的要求，按「署長」決定的其他條款及條件，將「政府屋宇」或其任何部分分租予「財政司司長法團」或「署長」不時指定的其他人士，並收取名義租金。

13 「該租契」條款第3.25(a)至(f)條訂明：

(a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：

(i) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客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107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米長而樓底高度最少須為2.4米；

(ii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的作商業用途的建築物的佔用人及「該租契」條款第3.14(c)(iii)條所述的幼稚園或經教育局批准的其他教育機構的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17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米長而樓底高度最少須為2.4米；

(iii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客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13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米寬及2.4米長而樓底高度最少須為2.4米；

(iv) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客及其真正賓客和訪客的輕型貨車、私家小巴及私家車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為3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3.5米寬及8米長而樓底高度最少須為3.6米；

(iii) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease only, the expression "Lessee" shall exclude FSI.

(j) Notwithstanding sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

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

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

(i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 107 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres;

(ii) 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 occupiers of the building or buildings erected or to be erected on the Lot for commercial purposes, the occupiers of the kindergarten or such other educational institutions as may be approved by the Education Bureau as referred to in Clause No. 3.14(c)(iii) of the Lease and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 17 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres;

(iii) 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 of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 13 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;

(iv) spaces for the parking of light goods vehicles, private light buses and private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 3 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 8 metres in length with a minimum headroom of 3.6 metres;

- (v) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客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6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米長而樓底高度最少須為2.4米；
- (vi) 根據「該租契」條款第3.25條(a)(i)款所提供的停車位，須預留及指定其中兩個供根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士停泊屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客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；
- (vii) 根據「該租契」條款第3.25條(a)(ii)款所提供的停車位，須預留及指定其中一個供根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士停泊屬於「該地段」已建或擬建的作商業用途的建築物的佔用人及「該租契」條款第3.14(c)(iii)條所述的幼稚園或經教育局批准的其他教育機構的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；及
- (viii) 供停泊屬於「該地段」已建或擬建的作私人住宅用途的建築物的住客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93。
- (b) 根據「該租契」條款第3.25條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款、(a)(v)款、(a)(vi)款、(a)(vii)款和(a)(viii)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：
- (i) 供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位，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5。除非另行獲得「署長」的書面同意，每個上述提供的停車位的尺寸最少須為3.5米寬及11米長而樓底高度
- (v) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests and visitors of the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and, unless the Director otherwise consents in writing, the number of spaces shall be 6 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres;
- (vi) out of the spaces provided under sub-clause (a)(i) of Clause No. 3.25 of the Lease, 2 spaces shall be reserved and designated 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 of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion;
- (vii) out of the spaces provided under sub-clause (a)(ii) of Clause No. 3.25 of the Lease, 1 space shall be reserved and designated 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 occupiers of the building or buildings erected or to be erected on the Lot for commercial purposes, the occupiers of the kindergarten or such other educational institutions as may be approved by the Education Bureau as referred to in Clause No. 3.14(c)(iii) of the Lease and their bona fide guests and visitors. The space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion; and
- (viii) spaces for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 93.
- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v), (a)(vi), (a)(vii) and (a)(viii) of Clause No. 3.25 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director:
- (i) spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and the number of

最少須為4.7米，並且不得用作供與「該地段」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。供汽車作上落客貨用途的停車位中，2個須為「該地段」已建或擬建作私人住宅用途的建築物的住客之用及3個須為「該地段」已建或擬建作商業用途的建築物的佔用人及「該租契」條款第3.14(c)(iii)條所述的幼稚園或經教育局批准的其他教育機構的佔用人之用；

- (ii) 「承租人」須以令「署長」滿意的方式在「該地段」內提供及維持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，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，上述提供的停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.7米，並且不得用作供與「該地段」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；及
 - (iii) 供汽車(包括的士)上落乘客用的避車處，除非另行獲得「署長」的書面同意，供汽車(包括的士)上落乘客用的避車處的數目須為1。上述提供的避車處不得用作供與「該地段」已建或擬建的建築物有關的供汽車(包括的士)上落乘客用途以外的任何其他用途。
- (d) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言：
- (i) 以下面積不應該納入計算：
 - (I) 於地面水平以下提供的「該租契」條款第3.22條(a)(iv)及(a)(vi)款及第3.25條(a)款所述的停車位；及
 - (II) 於地面水平或地面水平以下提供的「該租契」條款第3.22條(a)(vii)款及第3.25條(c)款所述的停車位；
 - (ii) 於地面水平或地面水平以上提供的「該租契」條款第3.22條(a)(iv)及(a)(vi)款及第3.25條(a)款所述的停車位或於地面水平以上提供的「該租契」條款第3.22條(a)(vii)款及第3.25條(c)款所述的停車位的百分之五十連同其他面積(包括但不限於供該等停車位使用的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)的百分之五十應計入「該租契」條款第3.14(a)條所指的總樓面面積，「署長」的決定為最終決定並對「承租人」具約束力。

spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 5. Each of the spaces so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the Lot. Of the spaces so provided for the loading and unloading of motor vehicles, 2 spaces shall be for the use of the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and 3 spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the Lot for commercial purpose and the occupiers of the kindergarten or such other educational institutions as may be approved by the Education Bureau as referred to in Clause No. 3.14(c)(iii) of the Lease;

- (ii) space for the loading and unloading of refuse collection vehicles and the number of space for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1. The space so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 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 Lot; and
 - (iii) space as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) and the number of space as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) as aforesaid shall, unless the Director otherwise consents in writing, be 1. The space so provided shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the Lot.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease,
- (i) there shall not be taken into account
 - (I) the spaces provided in accordance with sub-clauses (a)(iv) and (a)(vi) of Clause No. 3.22 and sub-clause (a) of Clause No. 3.25 of the Lease if they are provided below ground level; and
 - (II) the spaces provided in accordance with sub-clause (a)(vii) of Clause No. 3.22 and sub-clause (c) of Clause No. 3.25 of the Lease if they are provided at or below ground level;
 - (ii) if the spaces provided in accordance with sub-clause (a) of Clause No. 3.25 and sub-clauses (a)(iv) and (a)(vi) of Clause No. 3.22 of the Lease are provided at or above ground level or the spaces provided in accordance with sub-clause (c) of Clause No. 3.25 and sub-clause (a)(vii) of Clause No. 3.22 of the Lease are provided above ground level, 50% of such spaces together

- (e) 儘管有「該租契」條款第3.25條(d)(ii)款的規定，在「承租人」向「署長」繳付「署長」所決定的補地價及行政費的情況下，「署長」可憑其酌情權將「該租契」條款第3.25條(d)(ii)款所述之任何停車位及面積從「該租契」條款第3.14(a)條所指的總樓面面積的計算中剔除，「署長」的決定為最終決定並對「承租人」具約束力。
- (f) 就「該租契」條款第3.25條而言，何謂地面水平或任何停車位是否位於地面水平或其以上或以下將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。

14 「該租契」條款第4.2條訂明：

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

15 「該租契」條款第4.3條訂明：

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

16 「該租契」條款第4.4條訂明：

除非獲「署長」事先書面同意，「承租人」不得削去、移除或移後任何相鄰或毗連「該地段」的政府土地或在任何政府土地上進行任何建設、填土或任何斜坡處理工程。「署長」可憑其酌情權決定同意，並給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

17 「該租契」條款第4.5(a)至(d)條訂明：

- (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內

with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.

- (e) Notwithstanding sub-clause (d)(ii) of Clause No. 3.25 of the Lease, the Director at his sole discretion may subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (d)(ii) of Clause No. 3.25 of the Lease from the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 3.25 of the Lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.

14 Clause No. 4.2 of the Lease stipulates that:

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

15 Clause No. 4.3 of the Lease stipulates that:

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

16 Clause No. 4.4 of the Lease stipulates that:

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

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior

或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使「署長」滿意。

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

18 「該租契」條款第4.6條訂明：

未經「署長」的事先書面批准，不得在「該地段」使用碎石設備。

19 「該租契」條款第4.7條訂明：

如果在發展或重建「該地段」或其中任何部分時已安裝預應力地樁，「承租人」須自

written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

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

18 Clause No. 4.6 of the Lease stipulates that:

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

19 Clause No. 4.7 of the Lease stipulates that:

Where prestressed ground anchors have been installed, upon development or redevelopment of the Lot 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

費在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使「署長」滿意，並在「署長」可不時以其絕對酌情權要求時提供上述檢驗工程的報告和資料給「署長」。如果「承租人」不理會或未能進行上述要求的檢查工程，「署長」可立即執行與進行該檢查工程，而「承租人」須在要求時歸還政府因此產生的費用。

20 「該租契」條款第4.8 (a) 至 (b) 條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢土、瓦礫、建築廢料或建築材料（下稱「廢料」）被侵蝕、沖刷或傾倒到公共巷道或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業（下稱「政府產業」），「承租人」須自費清理該等「廢料」並為對「政府產業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人產業的任何損壞或滋擾所產生的一切訴訟、索償及要求對政府作出彌償。
- (b) 儘管「該租契」條款第4.8條(a)款有所規定，「署長」可以（但無義務）應「承租人」的要求在「政府產業」清理「廢料」並對「政府產業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

21 「該租契」條款第4.9 條訂明：

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

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.

20 Clause No. 4.8(a) to (b) of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of Clause No. 4.8 of the Lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

21 Clause No. 4.9 of the Lease stipulates that:

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

對「該地段」或其中部分或任何「服務設施」所造成的任何損壞、干擾或阻塞，使「署長」滿意（除非「署長」另作選擇，明渠、污水渠、雨水渠或總水喉之修復須由「署長」進行，「承租人」須在要求時向政府支付該等工程的費用）。如果「承租人」未能對「該地段」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

22 「該租契」條款第 4.10 (a) 至 (b) 條訂明：

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

23 「該租契」條款第 5.3(a) 至 (c) 條訂明：

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

repairing, making good and reinstatement of the Lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

22 Clause No. 4.10(a) to (b) of the Lease stipulates that:

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

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

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

- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管道、排煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使本(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失，損害，滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失，損害，滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管道、排煙道、導管、水路或水道(包括總水喉管)。

24 「該租契」條款第5.5條訂明：

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

- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 5.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under sub-clause (b) of Clause No. 5.3 of the 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 sub-clause (a) of Clause No. 5.3 of the Lease, all to be done to the satisfaction of the Director.

24 Clause No. 5.5 of the Lease stipulates that:

Except with the prior written consent of the Director, the Lessee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on the Lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on the Lot. The decision of the Director as to what constitutes works resulting in a 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「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。

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

 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. 政府、機構和社區設施

(i) 「該租契」的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.22(a)至(j)條訂明：

- (a) 除「該租契」條款第3.22條(b)款及(c)款另有規定外，「承租人」須以各方面均令「署長」滿意的方式及以良好的工作方式，在「該地段」自費興建、建造、提供及維持以下政府、機構和社區設施：
- (i) 「展能中心」；
 - (ii) 「綜合家庭服務中心」；
 - (iii) 「長者鄰舍中心」；
 - (iv) 「特殊幼兒中心」(下稱「特殊幼兒中心」)及供停泊專屬「特殊幼兒中心」使用的根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的48座位巴士的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為1而且除非另行獲得「署長」的書面同意，此停車位的尺寸最少須為3.5米寬及12米長而樓底高度最少須為3.8米；
 - (v) 「早期教育及訓練中心」；
 - (vi) 「青少年外展隊辦事處」(下稱「青少年外展隊辦事處」)及供停泊專屬「青少年外展隊辦事處」使用的根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為1而且除非另行獲得「署長」的書面同意，此停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米；及
 - (vii) 供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位，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。除非另行獲得「署長」的書面同意，上述提供的停車位的尺寸最少須為3.5米寬及11米長而樓底高度最少須為4.7米，並且不得用作供予「該地段」已建或擬建的「該租契」條款第3.22條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款、(a)(v)款及(a)(vi)款所述的政府、機構和社區設施有關的汽車作上落客貨用途以外的任何其他用途

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

1. Government, Institution and Community Facilities

(i) Relevant Provisions of the Land Grant

Clause No. 3.22(a) to (j) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
- (i) an Activity Centre;
 - (ii) an Integrated Family Service Centre;
 - (iii) a Neighbourhood Elderly Centre;
 - (iv) a Special Child Care Centre (hereinafter referred to as “the Special Child Care Centre”) and space for the parking of a 48-seater bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and serving exclusively the Special Child Care Centre and, unless the Director otherwise consents in writing, the number of space shall be one and such space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 12 metres in length with a minimum headroom of 3.8 metres;
 - (v) an Early Education and Training Centre;
 - (vi) a Youth Outreaching Team Office (hereinafter referred to as “the Youth Outreaching Team Office”) and space for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and serving exclusively the Youth Outreaching Team Office and, unless the Director otherwise consents in writing, the number of space shall be one and such space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres; and
 - (vii) space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and the number of space for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be one. The space for loading and unloading of motor vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the government, institution and community facilities erected or to be erected on the Lot as described in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v) and (a)(vi) of Clause No. 3.22 of the Lease

(上述屋宇(包括根據「該租契」條款第3.22條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分),以及由「署長」以其絕對酌情權決定(其決定為最終決定,並對「承租人」具約束力)的任何其他專屬於該屋宇的地方、設施、裝備和裝置,以下統稱「政府屋宇」)。

- (b) 在整個「批租年期」內,「署長」以及依據《財政司司長法團條例》、任何據以訂立的規例和任何予以修訂的法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」;在文意許可的情況下,「財政司司長法團」亦包括其繼承人及受讓人)在根據「該租契」條款第3.22條(d)款獲轉讓「政府屋宇」後(為施行本(b)款,「財政司司長法團」不包括其受讓人),可全權並在未經「承租人」贊同或認可的情況下:

- (i) 改變或更改「政府屋宇」或其任何部分的用途;
- (ii) 更改「政府屋宇」或其任何部分的總樓面面積;及
- (iii) 進行建築工程,包括但不限於「署長」認為為行使「該租契」條款第3.22條(b)(i)款及(b)(ii)款賦予的權力而須進行的改建、變更、加建、擴展或改善工程,不論有關工程是否需要工具、裝備、器械及機械進行。

政府、「署長」及「財政司司長法團」不會為「署長」或「財政司司長法團」行使「該租契」條款第3.22條(b)款賦予的權力所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任,「承租人」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「財政司司長法團」提出任何申索。

- (c) 除「該租契」條款第3.22條(b)款另有規定外,「承租人」根據「該租契」條款第3.22條(d)款將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前,除非事先得到「署長」書面同意,否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求,在「政府屋宇」無產權負擔或受制於現有租約或許可或兩者(如有的話)的情況下,按「署長」指定的條款及條件,自費將「該租契」條款第3.22條(e)款的不分割份數或其任何部分,連同空置管有權及獨有使用、佔用和享用「政府屋宇」或其任何部分的權利,轉讓予「財政司司長法團」而不收取任何費用。

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation").

- (b) Throughout the Lease Term the Director and, in addition, upon assignment of the Government Accommodation to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, FSI (which for the purposes of this sub-clause (b) shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:

- (i) to alter or vary the use of the Government Accommodation or any part thereof;
- (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
- (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under sub-clauses (b)(i) and (b)(ii) of Clause No. 3.22 of the Lease.

The Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under sub-clause (b) of Clause No. 3.22 of the Lease.

- (c) Subject to sub-clause (b) of Clause No. 3.22 of the Lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in sub-clause (e) of Clause No. 3.22 of the Lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.

- (e) 有關按「該租契」條款第3.22條(d)款轉讓予「財政司司長法團」的屬整個「該地段」的不分割份數數目，將由「署長」按照「政府屋宇」的總樓面面積佔所有已建或擬建於「該地段」的樓宇的總樓面面積而訂定，「署長」這方面訂定的數目為最終決定，並對「承租人」具約束力。
- (f) 「承租人」須應「署長」的要求（不論是否已經根據「該租契」條款第3.22條(d)款作出轉讓），向「署長」提交或促使他人向「署長」提交有關「政府屋宇」或其任何部分的轉讓契據供「署長」書面批准，該等轉讓契據須採用「署長」要求的格式及含有「署長」要求的條款。
- (g) 「承租人」須於轉讓完成後自費向「財政司司長法團」交付一套有關「該地段」的業權契據及文件的正本或核證副本及由「承租人」的律師填妥及簽發核實的有關「政府屋宇」或其任何部分的轉讓契據摘要。「承租人」須單獨承擔所有於註冊轉讓契據時須向土地註冊處繳付的費用。
- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.22條(d)款轉讓之前的任何時間內，有權要求而「承租人」須按要求及按「署長」認為合適的條款及條件將「政府屋宇」或其任何部分的空置管有權交予政府供其獨有使用、佔用和運用。
- (i) (i) 在整個「批租年期」內，「承租人」須自費（惟「財政司司長法團」可根據「該租契」條款第3.23(a)(ix)(l)條的所述分擔費用）並以令「署長」全面滿意的方式保養下列項目（以下統稱為「雜項」）：
- (I) 供「該地段」內「政府屋宇」及發展項目的其餘部分使用的所有升降機、自動扶梯和樓梯；
 - (II) 作為供「該地段」內「政府屋宇」及發展項目的其餘部分使用的系統的其中部分之所有屋宇裝備裝置、器械及設備（包括但不限於可攜式及不可攜式消防裝置與設備）；及
 - (III) 可供「政府屋宇」及「該地段」的發展項目的其餘部分使用的一切其他公用部分與設施。
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with sub-clause (d) of Clause No. 3.22 of the Lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the Lot. The determination of the Director in this respect shall be final and binding on the Lessee.
- (f) When called upon to do so by the Director (irrespective of whether the Lessee shall have been called upon to assign under sub-clause (d) of Clause No. 3.22 of the Lease), the Lessee shall submit or cause to be submitted to the Director for his approval in writing an Assignment or Assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which Assignment or Assignments shall be in such form and shall contain such provisions as shall be required by the Director.
- (g) On completion of the assignment or assignments of the Government Accommodation or any part thereof the Lessee shall deliver to FSI at the expense of the Lessee one set of the original or certified copies of deeds and documents of title relating to the Lot and the memorial of the Assignment or Assignments in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Lessee. All Land Registry fees payable on registration of the Assignment or Assignments shall be borne by the Lessee solely.
- (h) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.23(a)(ix)(l) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (I) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
 - (II) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and
 - (III) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.

- (ii) 「承租人」須就因未能保養「雜項」所引起或造成的一切不論任何性質的責任、損害、開支、索償、費用、收費、索求、訴訟及法律程序，向政府及「財政司司長法團」作出彌償，並使政府及「財政司司長法團」持續得到彌償。
- (iii) 只就「該租契」條款第3.22條(i)款而言，「承租人」的語意排除「財政司司長法團」。
- (j) 儘管有「該租契」條款第3.22條(d)款的規定，「承租人」須應署長的要求，按「署長」決定的其他條款及條件，將「政府屋宇」或其任何部分分租予「財政司司長法團」或「署長」不時指定的其他人士，並收取名義租金。

(ii) 公契的有關條文

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

- i. 根據「公契」第一節第1條，「政府屋宇」指包括「屋苑」內的「展能中心」、「綜合家庭服務中心」、「長者鄰舍中心」、「特殊幼兒中心」、「早期教育及訓練中心」、「青少年外展隊辦事處」、「政府、機構和社區設施上落客貨用停車位」、專屬「特殊幼兒中心」使用的48座位巴士的停車位、專屬「青少年外展隊辦事處」使用汽車的停車位(此等部分包括該處按照「該租契」第3.22條(b)及(c)款規定進行的改動、改建、加建、擴建或改善工程)，以及「署長」行使絕對斟酌權決定(其決定為不可推翻的並對所有「業主」具有約束力)指定為該處專用的任何其他地方、設施、裝備及裝置)，即現於「公契」所夾附圖則以靛藍色顯示，以資識別的範圍，並包括其外牆及「錶前煤氣喉」(只包括完全及專屬於「政府屋宇」使用的部分)。
- ii. 根據「公契」第四節第16(a)條，「政府屋宇」的「業主」須負責管理和保養「政府屋宇」。
- iii. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條如此規定，當「政府屋宇」的「業主」以書面提出要求時，「經理人」將負責保養只供「政府屋宇」使用的裝備、設施與裝置，而「政府屋宇」的「業主」將償還「經理人」由於執行此等保養工程而引致的費用，條件是「經理人」首先須向「政府屋宇」的「業主」提交費用預算(包括「經理人」就本16(b)條而計收之任何

- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease only, the expression "Lessee" shall exclude FSI.
- (j) Notwithstanding sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

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

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

- i. Pursuant to Clause 1 of Section I of the DMC, "Government Accommodation" shall mean such parts of the Estate comprising the Activity Centre, Integrated Family Service Centre, Neighbourhood Elderly Centre, Special Child Care Centre, Early Education and Training Centre, Youth Outreaching Team Office, Government, Institution and Community Facilities Loading and Unloading Space, space(s) for the parking of a 48-seater bus serving exclusively the Special Child Care Centre, space(s) for the parking of motor vehicles serving exclusively the Youth Outreaching Team Office (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause 3.22 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners)), which for the purpose of identification only, is shown coloured indigo on the plan(s) annexed to the DMC, including the external wall thereof and Gas Pipe Before Meter (limited to such part that serves solely and exclusively the Government Accommodation).
- ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation shall be managed and maintained by the Owner of the Government Accommodation.
- iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC, upon the request in writing of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs (including any remuneration as the Manager

酬金) 連同佐證文件和「政府屋宇」的「業主」認為必需的任何其他有關資料, 而且「政府屋宇」的「業主」已經以書面批准費用預算(包括所述「經理人」之酬金)和「經理人」將進行的工程, 「經理人」方可進行上述保養工程。惟前所述者始終須以下列條件作為前提: 「經理人」就執行本16(b)條的職責所引致的費用(包括所述「經理人」之酬金)及開支必須與「管理開支」分開, 並且不得影響由其他「業主」支付的包括「經理人」酬金的「管理開支」。

- iv. 根據「公契」第四節第17條, 「雜項」須由「經理人」管理和保養。對於「業主」因為未能按照上述規定管理和保養「雜項」而引起或造成的一切責任、損害賠償、費用、索償、訴訟費用、檢控、要求及任何性質的訴訟和申訴, 全體「業主」(不包括作為「政府屋宇」業主的「財政司司長法團」) 須彌償及持續彌償「財政司司長法團」和政府不受損失。
- v. 根據「公契」第六節第38(d)條, 在將「政府屋宇」轉讓給「財政司司長法團」時(包括轉讓該日), 「財政司司長法團」須繳付「政府屋宇」的管理月費, 但須以下列條件作為前提: 有關數額應由「政府產業署署長」或其他由「署長」為此目的委託的人士, 根據有關實際服務於「政府屋宇」或由「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施和服務而決定有關費用, 但該應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤「屋苑」「管理份數」的總數目應佔的比例, 並須以下列條件作為前提: 除非和直至上述款額已經首先獲得「政府產業署署長」或其委託人或其他由「署長」為此目的而委託的人士書面批准, 否則「財政司司長法團」沒有責任繳付任何月費。
- vi. 根據公契第六節第48條, 即使「公契」載有任何相反的條文, 「財政司司長法團」作為「政府屋宇」的「業主」沒有責任繳付下列任何款項: (a) 本「公契」第35(a)條所述的管理費按金; (b) 本「公契」第35(b)條指定的「特別基金」及資本設備基金(如有者) 供款, 除了資本開支的償還, 其款項須首先獲得「政府產業署署長」或其提名人書面批准或由「署長」為此目的委託的其他人士書面批准, 並與實際服務於「政府屋宇」或與「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的設施和服務有關; 但該應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤整個「屋苑」「管理份數」的總數目的應佔比例; (c) 「政府屋宇」的保險保費;

may charge for the purpose of this Clause 16(b)) together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation shall have approved in writing the estimated costs (including such remuneration of the Manager) and the maintenance work to be carried out by the Manager and PROVIDED ALWAYS THAT the costs (including such remuneration of the Manager) and expenses incurred by the Manager in carrying out the duties under this Clause 16(b) shall be separated from the Management Expenses and shall not affect the Management Expenses including the manager's remuneration payable by the other Owners.

- iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and the Government for all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Owners to manage and maintain the Items.
- v. Pursuant to Clause 38(d) of Section VI of the DMC, as from and including the date of assignment of the Government Accommodation to F.S.I., F.S.I. shall pay the monthly sum in respect thereof PROVIDED THAT the sum shall be as determined by the G.P.A. or such other person nominated by the Director for this purpose in respect of the areas, facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT F.S.I. shall incur no liability for payment of any monthly sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee or such other person nominated by the Director for this purpose.
- vi. Pursuant to Clause 48 of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:- (a) management fee deposits referred to in Clause 35(a) of the DMC; (b) contribution to the Special Fund referred to in Clause 35(b) of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be approved in writing by G.P.A. or its nominee or such other person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate;

(d)清理廢料費用；(e)逾期或拖欠管理費和維修費用的利息、罰款及催收費用等；或任何類似性質的款項。

為免存疑，除「該租契」第3.23(a)(ix)(l)條另有所述外，「財政司司長法團」作為「政府屋宇」的「業主」無須對「該地段」及「屋苑」其餘部分任何管理及維修費用負責，尤其無須對「屋苑」的「公用地方與設施」及「雜項」任何情況下引致的任何管理及維修費用負責。「財政司司長法團」作為「政府屋宇」的「業主」亦獲豁免不需遵守任何裝修規則（如有）及聘用任何「房委會」（作為首位業主）或「經理人」所指定之保養或服務承建商。

- vii. 根據「公契」第七節第63(a)條，不論本「公契」是否包含任何相反規定，有關「該地段」及「屋苑」任何其他部分（無論是否屬於「公用地方與設施」或「雜項」或其他地方）的任何管理和維修或提供設施或服務的費用，倘若「政府產業署署長」或「署長」為此目的而委託的其他人士認為該等部分、設施或服務並非直接供「政府屋宇」使用或直接令「政府屋宇」受益，作為「政府屋宇」「業主」的「財政司司長法團」便沒有責任作任何分擔；以及當「財政司司長法團」有責任支付管理和維修的費用及有關資本性支出的報銷（「費用」），該費用須(i)由「政府產業署署長」或「署長」為此目的而委託的其他人士決定，該責任不得超過「政府屋宇」「管理份數」的數目分攤「屋苑」的「管理份數」的總數目應佔的比例，及(ii)在承擔支付責任之前，首先獲得由「政府產業署署長」或「署長」為此目的而委託的其他人士之書面批准。
- viii. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使本「公契」或「副公契」（如有者）訂明「經理人」具有的權力與職能。然而，「經理人」施

(c) insurance premium in respect of the Government Accommodation; (d) debris removal fees; (e) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges; or payment of a like nature.

For the avoidance of doubt, save and except as provided under Clause 3.23(a)(ix)(l) of the Lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the Lot and the Estate and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.

- vii. Pursuant to Clause 63(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Lot and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation and where F.S.I. is liable for the payment of management and maintenance charges and reimbursement in respect of expenditure of a capital nature ("the charges"), the charges shall (i) be as determined by G.P.A. or person nominated by the Director for this purpose, which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate, and (ii) first be approved in writing by G.P.A. or person nominated by the Director for this purpose before liability for payment thereof is incurred.
- viii. Pursuant to Clause (a) of Part B of the Second Schedule of the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of

工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「經理人」、其工人、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。及再且在涉及進入「政府屋宇」時，須預先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准（除了在緊急情況下），並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。

2. 排水渠及渠道

(i) 「該租契」的有關條文

「該租契」條款第4.10(a)至(b)條訂明：

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

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第20條第(j)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當：
 - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃

the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT in respect of the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee to enter shall be required (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

2. DRAINS AND CHANNELS

(i) Relevant provisions of the land grant

Clause No. 4.10(a) to (b) of the Lease stipulates that:

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

(ii) Relevant provisions of the 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 20(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-

完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、總水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。

- (2) 不論位於「該地段」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令「署長」滿意的排水渠和渠道。
- ii. 根據「公契」第四節第20條第(ax)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」條款第4.10(a)條所指的排水渠及渠道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最接近的水道、集水井、渠道或政府雨水渠。
 - iii. 根據「公契」第四節第20條第(bd)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.3(c)條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。
 - iv. 根據「公契」第七節第54(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物（專為「住宅大廈」、「房委會屋宇」或「政府屋宇」而設者除外），以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務（專為「住宅大廈」、「房委會屋宇」或「政府屋宇」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。
 - v. 根據「公契」第七節第54(b)(iii)條，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
 - vi. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分（包括該「單位」本身）或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝

courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.

- (2) the drains and channels whether within the boundaries of the Lot or the land adjacent thereto or on Government land which the Owners are required by the Lease to construct and maintain to the satisfaction of the Director.
- ii. Pursuant to Clause 20 (ax) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the Lot to the satisfaction of the Director in accordance with Clause 4.10(a) of the Lease.
 - iii. Pursuant to Clause 20(bd) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(c) of the Lease to the satisfaction of the Director.
 - iv. Pursuant to Clause 54(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the Lease.
 - v. Pursuant to Clause 54(b)(iii) 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 Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks.
 - vi. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes,

於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使本「公契」或「副公契」(如有者)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「經理人」、其工人、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。及再且在涉及進入「政府屋宇」時，須預先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。

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

3. 公用事業設施或其他服務

(i) 「該租契」的有關條文

「該租契」條款第5.3(a)至(c)條訂明：

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

pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT in respect of the Government Accommodation, the prior approval of F.S.I. or G.P.A. or its nominee to enter shall be required (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

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

3. UTILITY OR OTHER SERVICES

(i) Relevant provisions of the land grant

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

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 5.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof

渠、管道、排煙道、導管、水路或水道（包括總水喉管），以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使本(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失，損害，滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失，損害，滋擾或干擾向政府提出索償。

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3條(a)款所指的雨水渠、水管、電線、電纜、污水渠、排水渠、明渠、暗渠、管道、排煙道、導管、水路或水道（包括總水喉管）。

(ii)「公契」的有關條文

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

through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under this sub-clause (b) 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 sub-clause (a) of Clause No. 5.3 of the Lease, all to be done to the satisfaction of the Director.

(ii) Relevant Provisions of the DMC

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

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

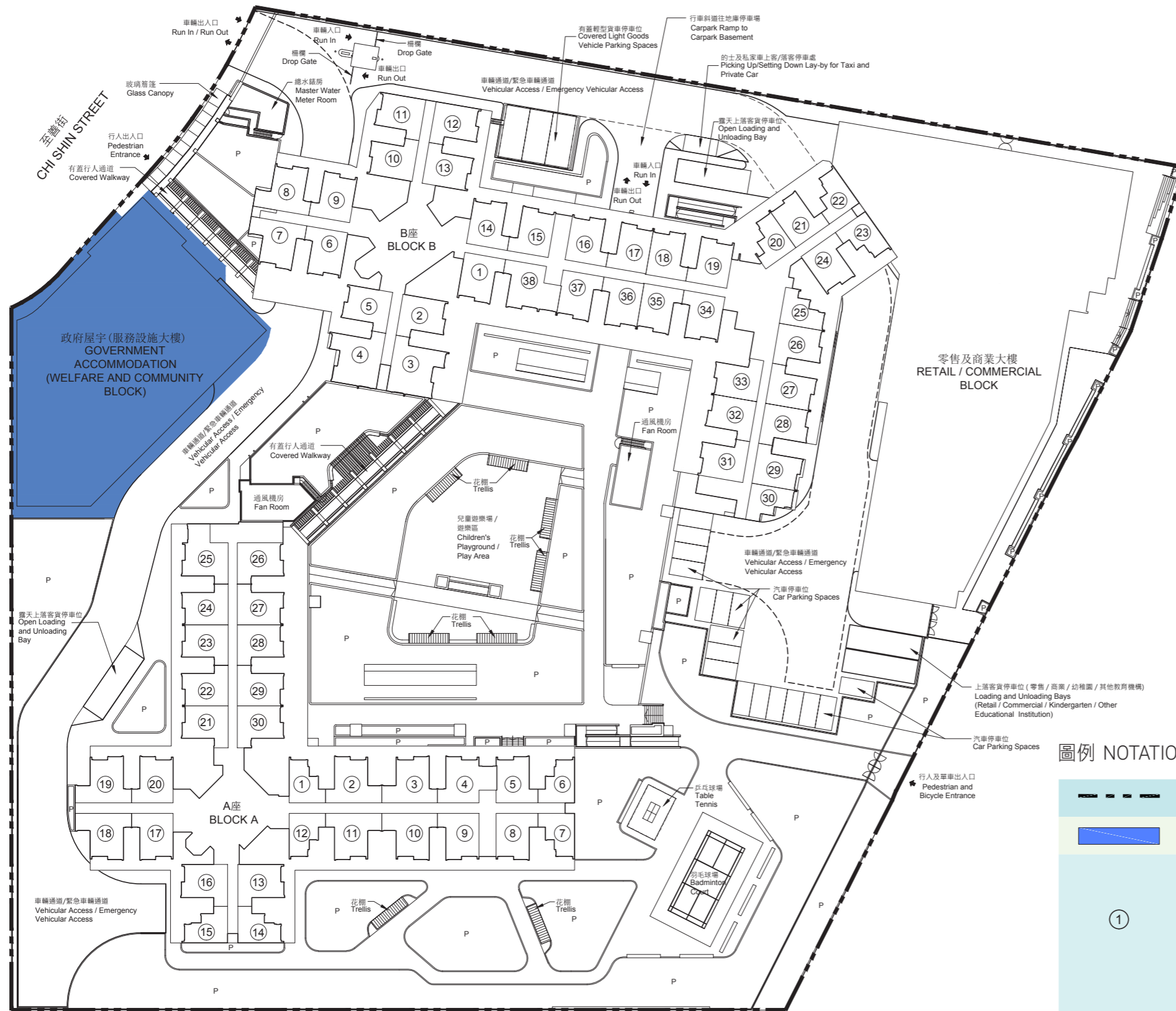
Not applicable

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)

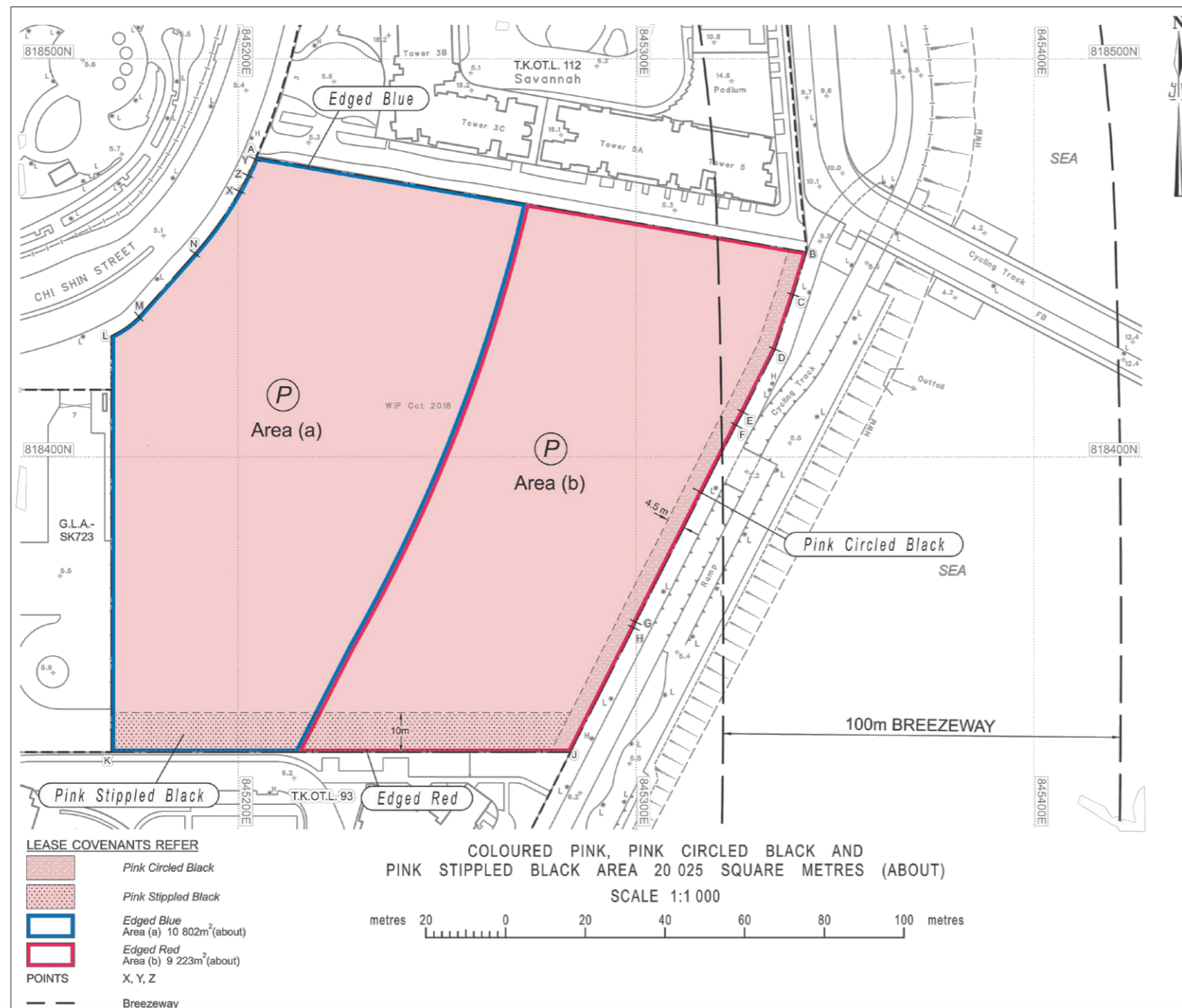
Not applicable



圖例 NOTATION

	地界	Lot Boundary
	政府屋宇	Government Accommodation
	A座1樓至26樓單位室號 (13樓至26樓不設3號至10號單位) B座1樓至26樓單位室號 (1樓不設6號至9號單位及20號至 24號單位。 13樓至26樓不設18號至35號單位)	Block A Flat Number on 1/F to 26/F (No provision of Flat 3 to Flat 10 for 13/F to 26/F) Block B Flat Number on 1/F to 26/F (No provision of Flat 6 to Flat 9 and Flat 20 to Flat 24 for 1/F. No provision of Flat 18 to Flat 35 for 13/F to 26/F.)
	花槽	Planter

雍明苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the Lease of Yung Ming Court



圖例 NOTATION

- 粉紅色加黑色圓形
Pink Circled Black
- 粉紅色加黑色圓點
Pink Stippled Black
- 藍邊
Edged Blue
- 紅邊
Edged Red
- 通風廊
Breezeway

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.