

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」

「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」

「屋苑公用地方與設施」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於「該土地」內「斜坡構築物」、檢測水錶櫃、消防喉轆、緊急車輛通道、「屋苑」入口的柵欄、有蓋行人道、草坪、街道消防泵房、街道消防栓水缸、上落垃圾收集車位、潔淨服務承辦商辦事處、技工工場、廢物收集站、垃圾及物料回收室、消防控制室、物料回收室、屋苑管理處、業主立案法團辦事處、花灑泵房、花灑水缸、維修平台、繫樑、垃圾及物料回收室的上層部分、廢物收集站的上層部分、消防設備水掣及花灑入水掣、外牆(附屬於「住宅大廈」(如有)除外)、「該租契」第3.18(a)條所規定之露天休憩空間、綠化區(「住宅大廈公用地方與設施」部分除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以橙色、橙色加黑斜線及橙色加黑色交叉斜線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」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)不包括「住宅大廈公用地方與設施」、屬於任何「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”

“Common Areas and Facilities” shall mean (as the context may require) all or any of (i) the Estate Common Areas and Facilities; (ii) the Residential Block Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of 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”

“Estate Common Areas and Facilities” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include but not limited to Slope Structures within the said land, check water meter chamber, hose reels, Emergency Vehicular Access, drop gate at the entrance of the Estate, covered walkway, lawn, street fire hydrant pump room, street fire hydrant water tank, space for the loading and unloading of refuse collection vehicles, cleansing contractor’s office, artisans’ workshop, junk collection point, refuse storage and material recovery chamber, fire services control room, material recovery chamber, estate management office, owners’ corporation office, sprinkler pump room, sprinkler water tank, maintenance platform, tie beams, upper parts of refuse storage and material recovery chamber, upper parts of junk collection point, fire services inlet and sprinkler inlet, external walls (other than those pertaining to the Residential Block (if any)), open space as required under Clause 3.18(a) of the said lease, greenery areas (excluding those forming part of the Residential Block Common Areas and Facilities) and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured orange, orange hatched black and orange cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (“hereinafter referred to as “HA”) in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block 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.

公契的摘要

Summary of Deed of Mutual Covenant

「住宅大廈公用地方與設施」

「住宅大廈公用地方與設施」指及包括但不限於「氣體錶前的氣體喉管」、「該租契」第3.18(a)條所規定之露天休憩空間、花槽(「屋苑公用地方與設施」部分除外)、上落客貨停車位、綠化區(「屋苑公用地方與設施」部分除外)、草坪、升降機大堂、升降機槽、升降機井底坑、儲物室、綠化天台、走廊、走火通道、「住宅大廈」1樓至28樓單位4及單位5外走廊部分的「固定窗戶」、排水井、水錶箱、沖廁水聚水缸、食水聚水缸、消防聚水缸、食水及沖廁水泵房、消防輸送及中途泵房、長者設施、兒童遊樂場、涼棚架、行人道、管道槽、變壓器房、有蓋通道、灌溉控制閥櫃、電訊及廣播設備室、總電掣房、消防喉轆、郵件分發房、住宅入口、保安員櫃位、保安員及管理員洗手間、錶房、電纜管道、水錶櫃、垃圾及物料回收室、罩屋、簷篷、維修平台、有蓋行人道之綠化天台、平台、電錶房、電訊室、繫樑、通風管道房、走廊出口、有蓋座位、管道槽底部、電纜管道底部、防風板、混凝土機罩、泵房、消防水缸、缸房、沖廁水水缸、食水水缸、應急發電機房、行人道、升降機機房、附屬於「住宅大廈」的外牆包括例如住宅單位外的空調機罩、「住宅大廈」內的保安系統與器具及公用天線廣播分導系統，即現於「公契」所夾附圖則分別以棕色、棕色加黑斜線、棕色加黑色交叉斜線顯示(只要該等地方、系統、裝置與設施可在圖則辨識)以資識別的範圍；以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬於任何「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 Block Common Areas and Facilities”

“Residential Block Common Areas and Facilities” shall mean and include but not limited to Gas Pipe Before Meter, open space as required under Clause 3.18(a) of the said lease, planters (excluding those forming part of Estate Common Areas and Facilities), loading and unloading bay, greenery areas (excluding those forming part of Estate Common Areas and Facilities), lawn, lift lobbies, lift shafts, lift pit, store, green roof, corridor, service corridor, those Fixed Windows located at the part of the corridor outside Unit 4 and Unit 5 on 1/F to 28/F of the Residential Block, drain pit, water meter cabinet, flush water sump tank, fresh water sump tank, fire services water sump tank, fresh and flush water pump room, fire services upfeed and booster pump room, elderly facilities, children play area, pergolas, pavement, pipe ducts, transformer room, covered passage, irrigation control valve cabinet, telecommunication and broadcasting equipments room, main switch room, hose reels, mail delivery rooms, residential main entrance, guard counter, lavatory for watchmen and management staff, meter rooms, electrical duct, water meter cupboards, refuse storage and material recovery rooms, dog houses, canopies, maintenance flat roofs, green roof of covered walkway, flat roofs, electrical meter rooms, telecom rooms, tie beams, vent duct room, exit corridor, covered areas, pipe duct under, cable duct under, typhoon guards, concrete hood, pump room, fire services water tank, tank room, flush water tanks, fresh water tanks, emergency generator room, walkway, lift machine rooms, the external walls pertaining to the Residential Block including projections such as air-conditioner hoods outside the Residential Units, security system and apparatus and communal aerial broadcast distribution system within the Residential Block, which for the purpose of identification only, are shown coloured brown, brown hatched black and brown cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Block Common Areas and Facilities by the HA in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.

B

分配予發展項目中的每個住宅物業的不分割份數的數目

B

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

樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
1樓 – 40樓 1/F – 40/F	1, 9, 18	58 / 54,057
	7, 10	69 / 54,057
	8, 13, 14, 19, 20, 21	57 / 54,057
	11, 12	87 / 54,057
	15	68 / 54,057
1樓 – 28樓 1/F – 28/F	4	79 / 54,057
	5	70 / 54,057
	6	72 / 54,057
29樓 – 34樓 29/F – 34/F	6	73 / 54,057
1樓 – 38樓 1/F – 38/F	16	68 / 54,057
	17	88 / 54,057
39樓 – 40樓 39/F – 40/F	16	69 / 54,057
2樓 – 40樓 2/F – 40/F	2	58 / 54,057
	3	63 / 54,057

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)的條文另有規定,「房委會」應負責「該土地」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。

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

公契的摘要

Summary of Deed of Mutual Covenant

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：

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:

樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
1樓 – 40樓 1/F – 40/F	1, 9, 18	58 / 54,047
	7, 10	69 / 54,047
	8, 13, 14, 19, 20, 21	57 / 54,047
	11, 12	87 / 54,047
	15	68 / 54,047
1樓 – 28樓 1/F – 28/F	4	79 / 54,047
	5	70 / 54,047
	6	72 / 54,047
29樓 – 34樓 29/F – 34/F	6	73 / 54,047
1樓 – 38樓 1/F – 38/F	16	68 / 54,047
	17	88 / 54,047
39樓 – 40樓 39/F – 40/F	16	69 / 54,047
2樓 – 40樓 2/F – 40/F	2	58 / 54,047
	3	63 / 54,047

E 計算管理費按金的基準

每個「單位」的「業主」須向「經理人」支付並由「經理人」無息保存一筆不超過「經理人」按照首年「管理開支」財政預算訂定每個「單位」的「業主」按「公契」條文應付的每月款項的3倍金額。

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

The Owner of each Unit shall pay to and at all times keep deposited with the Manager free of interest a sum not exceeding 3 times the monthly sum payable by the Owner under the provisions of the DMC in respect of the Unit as determined by the Manager based on the first year's budgeted Management Expenses.

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彩禾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 Choi Wo Court.

16 批地文件的摘要

Summary of Land Grant

位於沙田市地段第586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12月4日。

1 發展項目位於沙田市地段第586號(下稱「該地段」)。

2 「該地段」的批租年期為50年，由2019年12月4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」或其任何部份所需或在其內或屬於其並與其他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份。該份數及部份將由「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及「該租契」所述的附屬設施以外的任何其他用途。特此說明，已建或擬建於「該地段」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 Sha Tin Town Lot No. 586 (“the Lease”) is dated the 4th day of December 2019.

1 The Development is situated on Sha Tin Town Lot No. 586 (“the Lot”).

2 The Lot is granted for a term of 50 years commencing from the 4th day of December 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 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)及(f)條訂明：

(c) 「承租人」可於「該地段」豎立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40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23平方米的保安員櫃位、洗手間及作屋苑管理用途之儲物室；

為免生疑問，根據第3.14條(c)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。

- (f) (i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交圖則標明在「該地段」的部分或已建或擬建於「該地段」的建築物上或內提供及保養綠化(包括但不限於提供於泥土生長的活植物)之地方(下稱「綠化地方」)、「綠化地方」之布局與大小、及運輸及房屋局常任秘書長(房屋)所要求或行使其獨有酌情權訂明的其他資料(包括但不限於「綠化地方」之建築工程的位置及詳情)(該提交之圖則下稱「已提交圖則」)以待書面審批。就「已提交圖則」中何謂提供綠化及在「該地段」或已建或擬建的建築物之任何部分為「綠化地方」將由運輸及房屋局常任秘書長(房屋)決定，其決定為最終決定並對「承租人」具約束力。就「該租契」條款第3.14條(f)款而言，「建築工程」根據《建築物條例》及其下的規例及任何修訂法例定義；
- (ii) 「承租人」須自費根據獲批准的「已提交圖則」實施及完成「綠化地方」之建築工程，及此後以各方面均令運輸及房屋局常任秘書長(房屋)滿意的方式維持「綠化地方」。除非事先獲得運輸及房屋局常任秘書長(房屋)的書面批准，否則不得修訂、更改、改動、修改或以另一圖則代替獲批准的「已提交圖則」或標明「綠化地方」之圖則；及
- (iii) 除非事先獲得運輸及房屋局常任秘書長(房屋)書面批准，否則獲批准的「已提交圖則」所示之「綠化地方」須被指定為並構成「該租契」條款第3.22(a)(v)條所指的「公用地方」的其中一部分，及不得用作根據獲批准的「已提交圖則」所述之布局、大小、位置及詳情作「綠化地方」以外的任何其他用途。

6 Clause No. 3.14(c) and (f) of the Lease stipulates that:

(c) 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 40 square metres; and
- (ii) guard counter and lavatory and storerooms for estate management purposes having a total gross floor area of not exceeding 23 square metres;

for the avoidance of doubt, space provided in accordance with sub-clause (c) 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.

- (f) (i) The Lessee shall at his own expense submit to the Permanent Secretary for Transport and Housing (Housing) for his written approval a plan indicating such portion or portions of the Lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Transport and Housing (Housing) may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Submission"). The decision of the Permanent Secretary of Transport and Housing (Housing) as to what constitutes the provision of greening under the Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. For the purpose of sub-clause (f) of Clause No. 3.14 of the Lease, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (ii) the Lessee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the approved Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Transport and Housing (Housing). No amendment, variation, alteration, modification or substitution of the approved Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Transport and Housing (Housing); and
- (iii) except with prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the approved Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the approved Submission.

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7 「該租契」條款第3.15條訂明：

除非事先獲得「署長」的書面同意，並符合「署長」施加的任何條件，包括繳付「署長」可能要求的任何行政費用和補地價，否則不得在「該租契」附圖上以粉紅色並加黑點標示的部分（下稱「粉紅色並加黑點範圍」）的地面水平或從地面向上延伸15米高度的空間豎立或興建建築物、構築物、任何建築物或構築物的支撐物件或伸出物。就「該租契」條款第3.15條而言，「署長」就何謂地面水平作出的決定為最終決定，並對「承租人」具約束力。

8 「該租契」條款第3.16條訂明：

「承租人」須自費於「該地段」建築、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。

9 「該租契」條款第3.17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3.18(a)至(b)條訂明：

- (a) 在「批租年期」期間「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2,482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。「署長」就何謂休憩空間作出的決定為最終決定，並對「承租人」具約束力。
- (b) 根據「該租契」條款第3.18條(a)款提供的休憩空間，須被指定為並構成「該租契」條款第3.22(a)(v)條所指的「公用地方」的其中一部分。

11 「該租契」條款第3.19條訂明：

「承租人」須在「該地段」或其任何部分及平台（如有）未有建築之部分，自費進行環境美化工程及種植樹木及灌木，及其後須自費以令「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。

7 Clause No. 3.15 of the Lease stipulates that:

Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink stippled black on the plan annexed to the Lease (hereinafter referred to as “the Pink Stippled Black Area”) at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Black Area to a height of 15 metres. For the purpose of Clause No. 3.15 of the Lease, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Lessee.

8 Clause No. 3.16 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 Clause No. 3.17 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. 3.18(a) to (b) of the Lease stipulates that:

- (a) Throughout the Lease Term, 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 2,482 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 and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.
- (b) The open space provided in accordance with sub-clause (a) of Clause No. 3.18 of the Lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease.

11 Clause No. 3.19 of the Lease stipulates that:

The Lessee shall at its own expense landscape and plant with trees and shrubs any portion of the Lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

12 「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條(c)款規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21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
 - (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」。

12 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) 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.

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- (e) 儘管「該租契」條款第3.21條(a)款有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件(包括但不限於繳付行政費(如被要求時))的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.21條(d)款向「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；
- (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條(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。

- (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 Clause No. 3.20(a) 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) "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.

13 「該租契」條款第3.24(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43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8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2.5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2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米；及
 - (iv) 根據「該租契」條款第3.24條(a)(i)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。
- (b) 根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款、(a)(iii)款及(a)(iv)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。

13 Clause No. 3.24(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 and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 43 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 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 and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 8 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1 metre in width and 2.5 metres in length with a minimum headroom of 2.4 metres;
 - (iii) 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 and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres; and
 - (iv) out of the spaces provided under sub-clause (a)(i) of Clause No. 3.24 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 residents of the building or buildings erected or to be erected on the Lot 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.
- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.24 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.

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- (c) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持供根據《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及供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為1及供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11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汽車作上落客貨用途以外的任何其他用途。除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.5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。
- (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3.24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3.24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3.24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3.24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。
- (e) 儘管有「該租契」條款第3.24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3.24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3.24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。

- (c) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and space for the loading and unloading of refuse collection vehicles and the number of space for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1 and the number of space for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. The space for the 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 building or buildings erected or to be erected on the Lot. The space for the loading and unloading of refuse collection vehicles 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 4.5 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.
- (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-clause (a) of Clause No. 3.24 of the Lease if they are provided below ground level; and
 - (II) the spaces provided in accordance with sub-clause (c) of Clause No. 3.24 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. 3.24 of the Lease are provided at or above ground level or the spaces provided in accordance with sub-clause (c) of Clause No. 3.24 of the Lease are provided above ground level, 50% of such spaces together 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. 3.24 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. 3.24 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. 3.24 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 「該租契」條款第3.27(a)至(e)條訂明：

- (a) 除非事先獲得渠務署署長書面同意，否則不得在「該租契」附圖上粉紅色加黑斜線的渠務專用範圍(下稱「渠務專用範圍」)上、上方、下面、之上、之下或之內豎設、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物件，惟下列各項除外：

- (i) 圍牆和其基腳；
- (ii) 集水井；
- (iii) 排水明渠；
- (iv) 中電電纜；
- (v) 吊閘之偵測迴路電路；及
- (vi) 接駁終端雨水沙井之排水管道。

上述各項截至「該租契」當日已經或將會豎設、興建或放置於「渠務專用範圍」上、上方、下面、之上、之下或之內(上述構築物統稱「渠務專用範圍構築物」)。除非汽車可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。渠務署署長就何謂可隨時駛走的汽車的決定為最終決定，並對「承租人」具約束力。

- (b) 除了「渠務專用範圍構築物」之外，任何可能阻塞「該租契」條款第3.27條(c)款所指的「公用設施」或引致其超出荷載的物件或物料，不論性質為何，都不得放置於「渠務專用範圍」之內。倘若渠務署署長認為(其意見為最終意見，並對「承租人」具約束力)「渠務專用範圍」內有物件或物料可能會阻塞「公用設施」或引致其超出荷載，渠務署署長有權以書面通知要求「承租人」以各方面均令其滿意的方式自費拆卸或移除該等物件或物料，並恢復「渠務專用範圍」的原狀。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求，或情況緊急，渠務署署長可進行其認為必須的移除、拆卸及恢復原狀工程，「承租人」須按要求向政府支付該等工程的費用。
- (c) 政府、渠務署署長、其授權的人員、承辦商及工人，不論是否備有工具、設備、機器或汽車，均獲保留權利不受限制自由隨時進出或返回「該地段」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，以及進行政府、渠務署署長、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務(下稱「公用設施」)。

14 Clause No. 3.27(a) to (e) of the Lease stipulates that:

- (a) Except with the prior written consent of the Director of Drainage Services, no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink hatched black on the plan annexed to the Lease (hereinafter referred to as “the Drainage Reserve Area”) other than:

- (i) fence walls and their footings;
- (ii) catch pit;
- (iii) surface drainage channel;
- (iv) CLP cables;
- (v) electric circuit of detection loop for drop gate; and
- (vi) drainage pipe from storm last manhole,

which as at the date of this Lease are erected or constructed or placed on, over, under, above, below or within the Drainage Reserve Area (which structures are hereinafter collectively referred to as “the DRA Structures”). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Area. The decision of the Director of Drainage Services as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.

- (b) Except for the DRA Structures, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in sub-clause (c) of Clause No. 3.27 of the Lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Lessee, at the Lessee’s expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director of Drainage Services may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.
- (c) There is reserved unto the Government and the Director of Drainage Services, its or their duly authorized officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as “the Utilities”) which the Government, the Director of Drainage Services, its or their officers, contractors and workmen may require or authorize.

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- (d) 倘若為行使「該租契」條款第3.27條(c)款賦予的權利而須拆卸或移除「渠務專用範圍構築物」或其任何部分，「承租人」須以各方面均令渠務署署長滿意的方式自費(如渠務署署長有此要求)在渠務署署長規定的限期內進行該等拆卸或移除工程。如「承租人」忽略或沒有在渠務署署長要求的限期內進行上述拆卸或移除工程，渠務署署長可立即執行及進行拆卸或移除工程以及「承租人」須按要求向渠務署署長支付工程費用。除非事先獲得渠務署署長的書面同意，否則所有「渠務專用範圍構築物」都不得恢復原狀，亦不得在「渠務專用範圍」內豎設或興建一項或多項新的構築物以取代「渠務專用範圍構築物」或當中任何一項構築物或其任何部分。但倘若渠務署署長書面同意：
- (i) 恢復原狀或興建或豎設一項或多項構築物予以取代，進行恢復原狀、興建或豎設工程的費用，須由「承租人」承擔；及
 - (ii) 興建或豎設一項或多項構築物予以取代，每項取代的構築物一經豎設或興建(就「該租契」條款第3.27條而言)即被視作一項「渠務專用範圍構築物」。
- (e) 政府、渠務署署長、其人員、承辦商及工人不會為「承租人」行使「該租契」條款第3.27條(b)款、(c)款及(d)款所賦予的權利所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任。「承租人」亦不得就任何該等損失、損害、滋擾或干擾向政府或上述人士提出索償，因行使上述權利和權力而須將挖掘的坑道恢復原狀的情況除外。

15 「該租契」條款第3.28(a)至(j)條訂明：

- (a) 「承租人」現確認，「該地段」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該地段」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該地段」的建築物發出完工證明書之前，「承租人」須按「署長」絕對酌情決定的批准或要求，在「該地段」內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程(下統稱「內部工程」)，以保障已建或擬建於「該地段」的建筑物和其住客、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「內部工程」已進行。

- (d) In the event that the demolition or removal of the DRA Structures or any part thereof is necessary for the purpose of exercising the rights conferred under sub-clause (c) of Clause No. 3.27 of the Lease, the Lessee shall at its own expense if so required by the Director of Drainage Services carry out within such time limit as may be imposed by the Director of Drainage Services and in all respects to his satisfaction such demolition or removal works. If the Lessee neglects or fails to carry out the aforesaid demolition or removal works within such time as required by the Director of Drainage Services, the Director of Drainage Services may forthwith execute and carry out the demolition or removal works and the Lessee shall on demand pay to the Director of Drainage Services the cost thereof. Except with the prior written consent of the Director of Drainage Services, none of the DRA Structures may be reinstated or a new structure or structures erected or constructed within the Drainage Reserve Area in substitution for the DRA Structures or any of them or any part of them but in the event of the Director of Drainage Services consenting in writing to:
- (i) reinstatement or construction or erection of a new structure or structures in substitution, the reinstatement and construction or erection shall be at the expense of the Lessee; and
 - (ii) a new structure or structures being erected or constructed in substitution, each substitute once erected or constructed shall (for the purpose of Clause No. 3.27 of the Lease) be deemed to be one of the DRA Structures.
- (e) The Government, the Director of Drainage Services, its or their officers, contractors and workmen 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 by it or them of the rights conferred under sub-clauses (b), (c) and (d) of Clause No. 3.27 of the Lease and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

15 Clause No. 3.28(a) to (j) of the Lease stipulates that:

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilization works and associated works as the Director in his absolute discretion shall approve or require within the Lot (hereinafter collectively referred to as “the Inside Works”) to protect buildings erected or to be erected on the Lot and residents therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Inside Works.

- (c) 「承租人」在「批租年期」期間須以令「署長」滿意的方式自費保養「內部工程」使其維持在良好和修繕妥當的狀況，以確保「內部工程」能繼續發揮其設定的作用。保養工程包括但不限於清理下墜於「內部工程」或下墜於「該租契」條款第3.28條(d)款所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該地段」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「內部工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工程。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工程，「承租人」須按要求向政府償還該等工程的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該地段」註冊獲「署長」批准的圖則，表明「內部工程」位置、性質和涵蓋範圍，以及「該地段」及政府土地內「承租人」可能須要或被要求進行保養工程的位置和範圍，包括「該地段」及政府土地內根據「該租契」條款第3.28條(c)款「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。除非事先獲得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。除非獲得「署長」批准，否則在該圖則註冊前不得訂立任何影響「該地段」或其任何部分或已建或擬建於「該地段」的任何建築或其任何部分的交易。
- (e) 「該租契」規定須就「內部工程」進行的所有保養工程，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先獲得「署長」的書面同意，並符合「署長」酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該地段」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「內部工程」。
- (g) 倘若因進行、檢查及保養「該租契」規定的「內部工程」而造成或引起任何政府土地或「該地段」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。

- (c) The Lessee shall at all times during the Lease Term maintain at its own expense the Inside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Inside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or onto the areas of the Lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (d) of Clause No. 3.28 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Inside Works as provided in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the location and extent of the areas of the Lot and the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Lot and the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.28 of the Lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilization Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.
- (e) All maintenance works to the Inside Works as provided in the Lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Inside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Inside Works as provided in the Lease, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.

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- (h) 「承租人」必須在任何時間准許「署長」、其人員、承辦商、其工人或任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出及返回及通過「該地段」或其任何部分及已建或擬建於「該地段」的建築物，以檢查「承租人」根據「該租契」條款第3.28條須進行的任何工程，以及按照「該租契」條款第3.28條(c)款進行任何工程或進行「署長」認為必須的任何其他工程。
- (i) 政府或「署長」均不會為「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.28條(h)款而有權進入及進行任何工程所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。
- (j) 「承租人」須就其按照「該租契」條款第3.28條的條款正在進行或一直進行的任何工程，或「承租人」進行任何該等工程期間的任何遺漏、疏忽或缺失，或「承租人」在設計「內部工程」的任何遺漏、疏忽或缺失，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，包括但不限於財產的損害或損失、喪失生命及身體受傷，對政府作出彌償，並使政府持續得到彌償。

16 「該租契」條款第3.29(a)至(b)條訂明：

- (a) 「承租人」須自費在「該租契」附圖上以綠色加黑斜線顯示的範圍(下稱「綠色加黑斜線範圍」)以令「署長」滿意的方式進行及完成按「署長」絕對酌情要求的岩土工程調查和斜坡處理、山泥傾瀉預防、緩解及補救工程，在「批租年期」期間須以令「署長」滿意的方式自費保養「綠色加黑斜線範圍」，包括該處所有土地、斜坡處理工程、擋土結構、排水及該處任何其他工程，使其維持在良好和修繕妥當的狀況。倘若「綠色加黑斜線範圍」於「批租年期」內任何時間發生任何山泥傾瀉、地陷或塌方，「承租人」必須自費將該處連同「署長」認為同時亦受影響的任何相鄰或毗連土地(「署長」之決定為最終決定及對「承租人」具約束力)以令「署長」滿意的方式修復及還原。「承租人」須就山泥傾瀉、地陷或塌方，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。「承租人」須確保「綠色加黑斜線範圍」在任何時間內無任何非法挖掘或傾倒工程，及如事先獲得「署長」的書面批准，「承租人」可架設圍欄或其他屏障防止此等非法挖掘或傾倒工程。除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權隨時以書面通知要求「承租人」執行此等岩土工程調查、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及維修、修復及還原任何受此等山泥傾

- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.28 of the Lease and carrying out any works in accordance with sub clause (c) of Clause No. 3.28 of the Lease or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of Clause No. 3.28 of the Lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.28 of the Lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Inside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

16 Clause No. 3.29(a) to (b) of the Lease stipulates that:

- (a) The Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigation and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed to the Lease (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the Lease Term, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the Lease Term, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceeding whatsoever and howsoever arising whether directly or indirectly out of or in connection with such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the conditions

瀉、地陷或塌方影響的土地、構築物或工程。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可於期限屆滿後執行及進行所要求的工程，「承租人」須按要求向政府支付該等工程的費用。

- (b) 儘管「該租契」條款第3.29條(a)款有所規定，「承租人」在「該租契」條款第3.29條(a)款下之「綠色加黑斜線範圍」或其任何部分的義務及權利將在政府給予承授人通知後絕對終止，而「承租人」亦不得就該等終止所造成之任何損失、損害或干擾向政府或「署長」或其授權的人員提出申索賠償。惟該等終止並沒影響政府就承授人對「該租契」條款第3.29條(a)款之前違約、不履行或不遵守之任何權利或補償。

17 「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)而就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，不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，「承租人」須對政府作出彌償，並使政府持續得到彌償。

18 「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。

19 「該租契」條款第4.4條訂明：

除非獲得「署長」事先書面同意，否則「承租人」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權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。

of the Lease, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.

- (b) Notwithstanding sub-clause (a) of Clause No. 3.29 of the Lease, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under Clause No. 3.29 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of Clause No. 3.29 of the Lease.

17 Clause No. 4.2 of the Lease stipulates that:

The Lessee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

18 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.

19 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.

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20 「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處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部份或「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政府該等條件下的權利，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」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並就上述塌方、山泥傾瀉或地陷，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款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。

21 「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。

20 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 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, landslide 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, landslide 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslide 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, landslide 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.

21 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.

22 「該租契」條款第4.7條訂明：

如果在發展或重建「該地段」或其中任何部份時已安裝預應力地樁，「承租人」須自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」可不時自行絕對酌情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。

23 「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、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)被侵蝕、沖刷或傾倒到公共小巷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「政府的物業」)，「承租人」須自費清理該等「廢料」並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須就上述侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (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「政府的物業」清理「廢料」並對「政府的物業」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。

24 「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」及「綠色加黑斜線範圍」或其中部份的任何政府或其他現有排水渠、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」對「該地段」及「綠色加黑斜線範圍」或其中部份或任何「服務設施」所造成的任何損壞、干擾或阻塞，並

22 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 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.

23 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

24 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 and the Green Hatched Black Area 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 and the

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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」及「綠色加黑斜線範圍」或其中部份或任何「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。

25 「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」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠,並使「署長」滿意。「承租人」須就上述暴雨或雨水造成的任何損壞或滋擾,而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致),自行負責並對政府作出彌償,並使政府持續得到彌償。
- (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。

26 「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 and 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、溝渠、暗渠、管道、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。

Green Hatched Black Area 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, repairing, making good and reinstatement of the Lot and the Green Hatched Black Area 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.

25 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceeding whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.

26 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、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.3條(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、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

27 「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.

27 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.

17 公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 保養「天然山坡緩解和鞏固工程」

(i) 批地文件的有關條文

「該租契」條款第3.28(a)至(j)條訂明：

- (a) 「承租人」(見批地文件的摘要內的定義)現確認，「該地段」(見批地文件的摘要內的定義)可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該地段」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該地段」的建築物發出完工證明書之前，「承租人」須按「署長」(見批地文件的摘要內的定義)絕對酌情決定的批准或要求，在「該地段」內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程(下統稱「內部工程」)，以保障已建或擬建於「該地段」的建築物和其住客、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「內部工程」已進行。
- (c) 「承租人」在「批租年期」(見批地文件的摘要內的定義)期間須以令「署長」滿意的方式自費保養「內部工程」使其維持在良好和修繕妥當的狀況，以確保「內部工程」能繼續發揮其設定的作用。保養工程包括但不限於清理下墜於「內部工程」或下墜於「該租契」條款第3.28條(d)款所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該地段」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「內部工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工程。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工程，「承租人」須按要求向政府償還該等工程的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該地段」註冊獲「署長」批准的圖則，表明「內部工程」位置、性質和涵蓋範圍，以及「該地段」及政府土地內「承租人」可能須要或被要求進行保養工程的位置和範圍，包括「該地段」及政府土地內根據「該租契」條款第3.28條(c)款「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。除非事先獲得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。除非獲得「署長」批准，否則在該圖則註冊前不

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

1. MAINTENANCE OF NATURAL TERRAIN MITIGATION AND STABILIZATION WORKS

(i) Relevant provisions of the land grant

Clause No. 3.28(a) to (j) of the Lease stipulates that:

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director (as defined in the Summary of Land Grant) such mitigation and stabilization works and associated works as the Director in his absolute discretion shall approve or require within the Lot (hereinafter collectively referred to as “the Inside Works”) to protect buildings erected or to be erected on the Lot and residents therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Inside Works.
- (c) The Lessee shall at all times during the Lease Term (as defined in the Summary of Land Grant) maintain at its own expense the Inside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Inside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or onto the areas of the Lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilisation Works Plan referred to in sub-clause (d) of Clause No. 3.28 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee’s obligations to maintain the Inside Works as provided in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the location and extent of the areas of the Lot and the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Lot and the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.28 of the Lease (which plan is hereinafter referred to as the “Natural Terrain Hazard Mitigation and Stabilization Works Plan”). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the

得訂立任何影響「該地段」或其任何部分或已建或擬建於「該地段」的任何建築或其任何部分的交易。

- (e) 「該租契」規定須就「內部工程」進行的所有保養工程，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先獲得「署長」的書面同意，並符合「署長」酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該地段」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「內部工程」。
- (g) 倘若因進行、檢查及保養「該租契」規定的「內部工程」而造成或引起任何政府土地或「該地段」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。
- (h) 「承租人」必須在任何時間准許「署長」、其人員、承辦商、其工人或任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出及返回及通過「該地段」或其任何部分及已建或擬建於該地段的建築物，以檢查「承租人」根據「該租契」條款第3.28條須進行的任何工程，以及按照「該租契」條款第3.28條(c)款進行任何工程或進行「署長」認為必須的任何其他工程。
- (i) 政府或「署長」均不會為「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.28條(h)款而有權進入及進行任何工程所引起或附帶引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。
- (j) 「承租人」須就其按照「該租契」條款第3.28條的條款正在進行或一直進行的任何工程，或「承租人」進行任何該等工程期間的任何遺漏、疏忽或缺失，或「承租人」在設計「內部工程」的任何遺漏、疏忽或缺失，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，包括但不限於財產的損害或損失、喪失生命及身體受傷，對政府作出彌償，並使政府持續得到彌償。

Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.

- (e) All maintenance works to the Inside Works as provided in the Lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Inside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Inside Works as provided in the Lease, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.28 of the Lease and carrying out any works in accordance with sub clause (c) of Clause No. 3.28 of the Lease or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of Clause No. 3.28 of the Lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.28 of the Lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Inside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

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(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」第四節第18條第(r)項，「經理人」具有權力、職能及責任採取一切必要或適當的措施促使「業主」實施「該租契」，特別是按「該租契」規定視察、保養、維修、拆卸、清除、修復、搭建或建築一切土地、休憩空間、斜坡處理工程、護土構築物、護土牆及其他承托物、保護物、輔助渠和在「該地段」及任何毗鄰或毗連「政府」土地或出租土地(如適用)的其他工程及構築物，(如適用)達至「署長」、渠務署署長或其他「政府」部門(視情況而定)滿意。
- ii. 根據「公契」第四節第18條第(ad)項，「經理人」具有權力、職能及責任聘請適當的合格人士依據「該租契」規定和「斜坡保養指南」、「斜坡保養手冊」及有關「政府」部門對斜坡、護土牆及其他構築物保養不時發佈的指南就「斜坡構築物」進行檢查、維護保養使其處於良好狀態及開展必要的工程。為免存疑，特此規定「屋苑」的「業主」有責任按「該租契」和「斜坡保養指南」、「斜坡保養手冊」及上述指引自費保養「斜坡構築物」及進行一切必要工程。如果「經理人」已盡其一切合理努力，但未能向全體「業主」收集工程所需費用，「經理人」對進行「該租契」要求的有關工程無須承擔個人責任，該等工程須由「業主」負責。「業主」須支付「經理人」進行上述保養與維修工程所合法支出或擬支出的一切費用。「業主立案法團」(如已成立)亦具有本第18(ad)條提述的授權及權力。
- iii. 根據「公契」第四節第18條第(au)項，「經理人」具有權力、職能及責任保養「該地段」及「斜坡構築物」處於良好的保養狀態達至「署長」滿意。
- iv. 根據「公契」第四節第18條第(bi)項，「經理人」具有權力、職能及責任根據「該租契」第3.28條的提述保養「內部工程」處於良好狀態，並根據「該租契」第3.28條中規定以確保上述「內部工程」將繼續履行其設計職能，並按照「該租契」第3.28(g)條修復因進行、檢查和維護上述「內部工程」而對政府土地或「該地段」以外的任何土地造成的任何損害達至「署長」滿意。

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

- i. Pursuant to Clause 18(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the Lease and in particular to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the Lease and (if applicable) to the satisfaction of the Director, Director of Drainage Services or other Government departments (as the case may be) all land, open space, slope treatment works, earth-retaining structures, retaining walls and other support protection drainage ancillary and other works and structures within the Lot and also any adjacent or adjoining Government or leased land (if applicable).
- ii. Pursuant to Clause 18(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the Lease and in accordance with the Slope Maintenance Guidelines, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate at their own expense to maintain and carry out all works in respect of the Slope Structures in accordance with the Lease and the Slope Maintenance Guidelines, the Slope Maintenance Manual and the guidelines aforesaid and the Manager shall not be personally liable for carrying out any such requirements of the Lease which shall remain the responsibility of the Owners of the Estate if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in this Clause 18(ad).
- iii. Pursuant to Clause 18(au) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Lot and Slope Structures (if any) in good and substantial repair and condition to the satisfaction of the Director.
- iv. Pursuant to Clause 18(bi) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Inside Works as referred to in Clause 3.28 of the Lease in good substantial repair and condition in accordance with Clause 3.28 of the Lease to ensure that the Inside Works shall continue to perform their designed functions and to, in accordance with Clause 3.28(g) of the Lease, make good any damage done to any Government land or any land outside the Lot as a result of or arising out of carrying out, inspecting and maintaining the Inside Works, all to the satisfaction of the Director.

- v. 根據「公契」第七節第51(a)(1)條第(v)項，年度預算案的第一部分第一分項應包括按「斜坡保養指南」、「斜坡保養手冊」或主管「政府」部門不時對保養斜坡、護土牆及有關構築物發出的其他指引對「該租契」要求(如有)保護與承托「該地段」或其中任何部分或任何毗鄰或毗連土地的「斜坡構築物」進行視察，維護及保養的費用及開支(如適用)和斜坡處理工程及其他承托或保護工程的費用及開支。
- vi. 根據「公契」第十一節第86條，「房委會」須於「公契」之日後一個月內在「屋苑」之屋苑管理處備存一份「斜坡保養手冊」，供全體「業主」免費查閱。「經理人」須在「業主」要求並繳交合理的複印費用後提供「斜坡保養手冊」副本給「業主」，所有收到的一切該等收費須撥入「特別基金」。
- vii. 根據「公契」第三附表第26條，「業主」須按「該租契」要求，並根據「斜坡保養指南」和「斜坡保養手冊」自費保養「斜坡構築物」並進行一切有關工程。「房委會」須於「公契」之日後一個月內在「屋苑」管理處備存一份「斜坡保養手冊」，供全體「業主」免費查閱。「經理人」須在「業主」要求並繳交合理的複印費用後提供「斜坡保養手冊」副本給「業主」，所有收到的一切該等收費須撥入「特別基金」。

2. 綠色加黑斜線範圍

(i) 批地文件的有關條文

「該租契」條款第3.29(a)至(b)條訂明：

- (a) 「承租人」須自費在「該租契」附圖上以綠色加黑斜線顯示的範圍(下稱「綠色加黑斜線範圍」)以令「署長」滿意的方式進行及完成按「署長」絕對酌情要求的岩土工程調查和斜坡處理、山泥傾瀉預防、緩解及補救工程，在「批租年期」期間須以令「署長」滿意的方式自費保養「綠色加黑斜線範圍」，包括該處所有土地、斜坡處理工程、擋土結構、排水及該處任何其他工程，使其維持在良好和修繕妥當的狀況。倘若「綠色加黑斜線範圍」於「批租年期」內任何時間發生任何山泥傾瀉、地陷或塌方，「承租人」必須自費將該處連同「署長」認為同時亦受影響的任何相鄰或毗連土地(「署長」之決定為最終決定及對「承租人」具約束力)以令「署長」滿意的方式修復及還原。「承租人」須就山泥傾瀉、地陷或塌方，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟

- v. Pursuant to Clause 51(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the Lot or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the Lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.
- vi. Pursuant to Clause 86 of Section XI of the DMC, a copy of the Slope Maintenance Manual shall be deposited by the Authority in the estate management office of the Estate within one month after the date of the DMC and may be inspected by the Owners free of charge. The Manager shall upon request of any Owner and upon payment of a reasonable copying charge provide such Owner with a copy of the Slope Maintenance Manual. All charges received must be credited to the Special Fund.
- vii. Pursuant to Clause 26 of the Third Schedule of the DMC, the Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures as required by the Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the estate management office of the Estate within one month after the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

2. GREEN HATCHED BLACK AREA

(i) Relevant provisions of the land grant

Clause No. 3.29(a) to (b) of the Lease stipulates that:

- (a) The Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigation and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed to the Lease (hereinafter referred to as “the Green Hatched Black Area”) as the Director in his absolute discretion may require and shall, at all times during the Lease Term, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the Lease Term, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceeding whatsoever and howsoever arising whether directly or indirectly out of or in connection with such landslip, subsidence or falling away. The Lessee shall ensure at all times that

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(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。「承租人」須確保「綠色加黑斜線範圍」在任何時間內無任何非法挖掘或傾倒工程，及如事先獲得「署長」的書面批准，「承租人」可架設圍欄或其他屏障防止此等非法挖掘或傾倒工程。除了「該租契」規定對違反該等條款的其他權利或補償外，「署長」有權隨時以書面通知要求「承租人」執行此等岩土工程調查、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及維修、修復及還原任何受此等山泥傾瀉、地陷或塌方影響的土地、構築物或工程。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可於期限屆滿後執行及進行所要求的工程。「承租人」須按要求向政府支付該等工程的費用。

- (b) 儘管「該租契」條款第3.29條(a)款有所規定，「承租人」在「該租契」條款第3.29條(a)款下之「綠色加黑斜線範圍」或其任何部分的義務及權利將在政府給予承授人通知後絕對終止，而「承租人」亦不得就該等終止所造成之任何損失、損害或干擾向政府或「署長」或其授權的人員提出申索賠償。惟該等終止並沒影響政府就承授人對「該租契」條款第3.29條(a)款的之前違約、不履行或不遵守之任何權利或補償。

(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」第四節第18條第(b)項，「經理人」具有權力、職能及責任代表所有「業主」遵守，履行和解除根據「該租契」第3.29條對「業主」所施加的義務和責任。並在不影響前述規定的一般性適用的前提下：(1) 根據「該租契」第3.29(a)條的規定保養上述綠色加黑斜線範圍，包括根據「該租契」第3.29(a)條提述的所有土地，斜坡處理工程、護土構築物、排水設施以及其中及其上的任何其他工程；(2) 如果在「該租契」期內的任何時間，在「該租契」的第3.29(a)條提述的綠色加黑斜線範圍內發生任何山泥傾瀉，地陷或泥土傾瀉，應還原及修復綠色加黑斜線及其所有鄰近或毗鄰（「署長」決定為終局及具約束力）受影響的地區達至「署長」滿意。

請參閱上文第A1(ii)i、A1(ii)ii、A1(ii)iii、A1(ii)v、A1(ii)vi及A1(ii)vii段。

there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the conditions of the Lease, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.

- (b) Notwithstanding sub-clause (a) of Clause No. 3.29 of the Lease, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under Clause No. 3.29 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of Clause No. 3.29 of the Lease.

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

- i. Pursuant to Clause 18(bj) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to observe, perform and discharge the obligations and liabilities imposed on the Owners under Clause 3.29 of the Lease for and on behalf of the Owners and without prejudice to the generality of the foregoing: (1) to maintain the Green Hatched Black Area as referred to in Clause 3.29(a) of the Lease including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with Clause 3.29(a) of the Lease; and (2) in the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area as referred to in Clause 3.29(a) of the Lease at any time during the Lease Term, to reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decisions shall be final and binding) have also been affected.

Please see paragraphs A1(ii)i, A1(ii)ii, A1(ii)iii, A1(ii)v, A1(ii)vi and A1(ii)vii above.

3. 排水渠及渠道

(i) 批地文件的有關條文

「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」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須就上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。
- (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」第四節第18條第(i)項(1)款及(2)款，「經理人」具有權力、職能及責任妥當保養：
 - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。
 - (2) 不論位於「該地段」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」建造和保養以令「署長」滿意的排水渠和管道。

3. 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceeding whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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 Deed of Mutual Covenant

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

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

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- ii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能及責任以令「署長」滿意的方式興建及保養所需的排水渠及管道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最近的水道、集水井、管道或政府雨水渠。
- iii. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能及責任根據「該租契」第5.3條提述以令「署長」滿意的方式維護、保養及維修全部或任何雨水渠、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」第四節第18條第(bh)項，「經理人」具有權力、職能及責任根據「該租契」第4.10條提述以令「署長」滿意的方式興建及保養所需的排水渠及管道。
- v. 根據「公契」第七節第51(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撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)以及位於「該地段」內或外專為「該地段」及／或「屋苑」提供服務(專為「住宅大廈」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水道、總水喉管和管道及其他地方的維修費用與開支所有其他費用與支出。
- vi. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支撐「住宅大廈」而建造的地基、支柱、軸承及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管和管道及其他地方的維修費用與開支所有其他費用與支出。
- vii. 根據「公契」第二附表B部分第(a)條，持有每份「不分割份數」及其持有、使用、佔用及享用「屋苑」的部分受制於「經理人」的全權及特權在發出通知(緊急情況除外)後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人士進入「屋苑」任何部分，執行「屋苑」或其任何部分(包括「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用與或安裝於「該地段」及「屋苑」或其中任何部分以作為供「該地段」及「屋苑」享用的任何設施而非作為個別「業主」的個人目的或享用的任何其他器具、設施或服務之必要保養或維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使行公契或「副公契」(如有)訂明「經理人」具有的權力及職責，儘量減少干擾並須立即修復因此造成的損壞，但須以下列條件作為前提：「經理人」須自費修復因此造成的任何損壞並對「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為負責，並須儘量減少干擾。

- ii. Pursuant to Clause 18(ay) 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.
- iii. Pursuant to Clause 18(az) 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 of the Lease to the satisfaction of the Director.
- iv. Pursuant to Clause 18(bh) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to and required under Clause 4.10 of the Lease to the satisfaction of the Director.
- v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the Lease.
- vi. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns, bearings and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
- vii. 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, 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.

- viii. 根據「公契」第二附表B部分第(b)條，持有每份「不分割份數」及其持有、使用、佔用及享用「屋苑」的部分受制於通過目前或今後任何時候在他擁有的「屋苑」部分或其中任何部分的污水渠、排水渠、水道、電纜、管道及電線，將水、污水、氣體、電力暢通無阻地輸送出入「屋苑」(他擁有的「屋苑」部分以外)。
- ix. 根據「公契」第四附表第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」的部份之有缺陷的排水渠、出水口、或連接至任何廁所或其他用水裝置，及承擔上述排水渠、出水口及連接設備的失修所造成「屋苑」任何其他部份的任何損壞。

4. 公用事業設施或其他服務

(i) 批地文件的有關條文

「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、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」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、溝渠、暗渠、管道、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、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出及返回「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、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.3條(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、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

- viii. Pursuant to Clause (b) 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 the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.
- ix. 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.

4. 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 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.

公共設施及公眾休憩用地的資料 Information on Public Facilities and Public Open Spaces

(ii) 公契的有關條文

請參閱上文第A3(ii)i、A3(ii)ii、A3(ii)iii、A3(ii)iv、A3(ii)v、A3(ii)vi、A3(ii)vii及A3(ii)viii段。

- 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

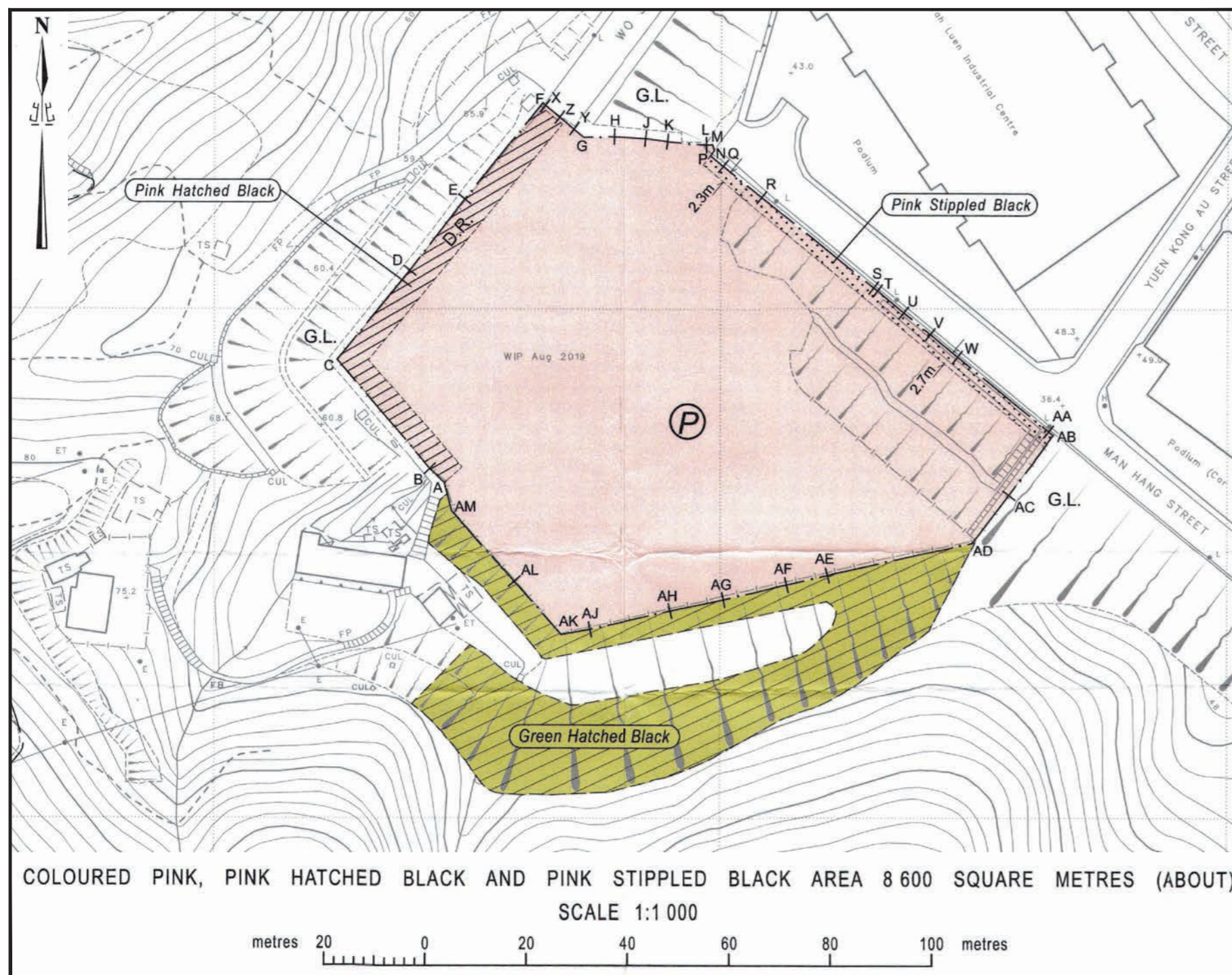
(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraphs A3(ii)i, A3(ii)ii, A3(ii)iii, A3(ii)iv, A3(ii)v, A3(ii)vi, A3(ii)vii and A3(ii)viii above.

- 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

彩禾苑「該租契」附圖(摘錄)

Extract of Plan Annexed to the said Lease of Choi Wo Court



圖例 NOTATION

	粉紅色加黑斜線 Pink Hatched Black
	粉紅色加黑點 Pink Stippled Black
	綠色加黑斜線 Green Hatched Black
D.R.	渠務專用範圍 Drainage Reserve
G.L.	政府土地 Government Land

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.