

24 服務協議 Service Agreements

不適用 Not applicable

25 地稅 Government Rent

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

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

26 買方的雜項付款

Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

註：在交付時，買方須根據公契向發展項目的管理人(而非賣方)支付清理廢料的費用，款額不超過管理人所釐定一個月的管理費。而如賣方已支付清理廢料的費用，買方須向賣方補還該筆費用，補還款額由賣方全權釐定但不超過管理人所釐定一個月的管理費。

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

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

Note : On that delivery, the purchaser is liable to pay a debris removal fee to the Manager (not the Vendor) under the Deed of Mutual Covenant. The debris removal fee shall not exceed one month's management fee as determined by the Manager. Where the Vendor has paid that debris removal fee, the purchaser shall reimburse the Vendor for the same. The amount of reimbursement shall be determined at the sole discretion of the Vendor but shall not exceed one month's management fee as determined by the Manager.

27 欠妥之處的保養責任期

Defects Liability Warranty Period

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

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

28 斜坡維修

Maintenance of Slopes

- A** 根據批地文件的規定，該發展項目中的住宅物業的擁有人須自費維修斜坡。有關規定的條款如下：

「該租契」(見批地文件的摘要內的定義)條款第3.3條訂明：

「承租人」(見批地文件的摘要內的定義)須不時及在此後的所有時間在每當有需要或情況要求時妥善及足夠地自費管理、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」(見批地文件的摘要內的定義)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「署長」(見批地文件的摘要內的定義)滿意為止。

「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

- A** The land grant requires the owners of the residential properties in the Development to maintain slopes at their own cost. The terms of the requirement are as follows:

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

The Lessee (as defined in the Summary of Land Grant) shall from time to time and at all times hereafter, when where and as often as need or occasion shall require, at the Lessee's own proper costs and charges well and sufficiently manage, repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend and keep the Lot (as defined in the Summary of Land Grant) 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 (as defined in the Summary of 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 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 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

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。
- (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

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.
- (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

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。

- (i) 「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。

「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。

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.

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 of the Director 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 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, landslide 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) 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。

「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。

「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。

- (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.

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.

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, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify 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, landslip or subsidence.

(d) 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。

B 每名擁有人均須分擔維修工程的費用。

(d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.




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

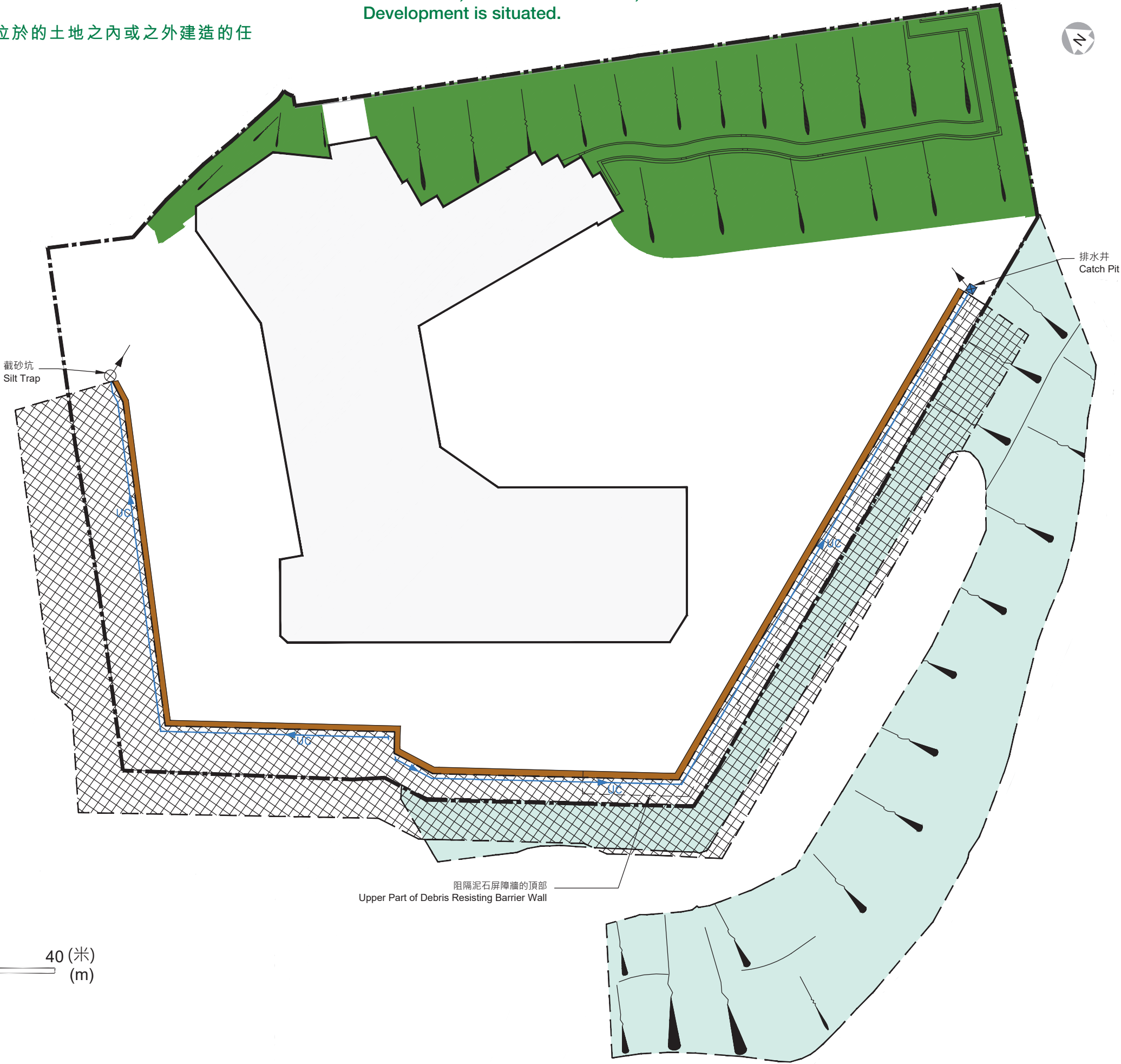
斜坡維修
Maintenance of Slopes

C 顯示該斜坡及已經或將會在該發展項目所位於的土地之內或之外建造的任
何護土牆或有關構築物的圖則。

C A plan showing the slope and the retaining wall or related structures
constructed, or to be constructed, within or outside the land on which the
Development is situated.

圖例 NOTATION

	地界 Lot Boundary
	斜坡 Slopes
	阻隔泥石屏障牆 Debris Resisting Barrier Wall
	業主須負責清理山泥傾瀉泥石或 巨石的範圍 Area within which future owners shall be responsible for clearance of landslide debris or boulders
	業主須負責維修及保養地界以外的斜坡範圍 Area of Slope outside the lot boundary within which future owners shall be responsible for the maintenance
	業主須負責清理山泥傾瀉泥石或 巨石的範圍及業主須負責維修及 保養地界以外的斜坡範圍 Area within which future owners shall be responsible for clearance of landslide debris or boulders and Area of Slope outside the lot boundary within which future owners shall be responsible for the maintenance
	U型排水渠 U-channel



比例尺 SCALE: 0 10 20 30 40 (米)
(m)

D 根據「公契」，該發展項目的管理人獲擁有人授權進行維修工程。

「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(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、護土牆及其它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」已儘其一切合理努力，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條(g)款修復因進行、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。

D Under the Deed of Mutual Covenant (“DMC”), the manager of the Development has the owners’ authority to carry out the maintenance works.

Relevant Provisions of the DMC

Unless otherwise defined in this sales brochure, capitalized 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, the open spaces, 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。
- vi. 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。
- vii. 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」。
- viii. 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」。

E 擁有人自費就該發展項目維修任何斜坡的承諾：
不適用

- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

E Owner's undertaking to maintain any slope in relation to the Development at the owner's own cost:
Not applicable

29 批地文件修訂

Modification of Land Grant

不適用 Not applicable

30

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組(下稱「獨立審查組」)批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。直至最終修訂圖則於就該發展項目發出佔用許可證前呈交予並獲「獨立審查組」批准前，以下分項資料仍可能有所修改。

Breakdown of GFA Concessions Obtained for All Features

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Independent Checking Unit (ICU) of the Office of the Permanent Secretary for Transport and Housing (Housing) prior to the printing of the sales brochure is tabulated below. The breakdown of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the ICU prior to the issuance of the Occupation Permit for the Development.

		面積(平方米) Area (m²)
根據《建築物(規劃)規例》(《規劃規例》)第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of the Building (Planning) Regulations (B(P)R)		
1	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	不適用 Not Applicable
2	機房及相類設施 Plant rooms and similar services	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾房等 Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage chamber, etc.	846.190
2.2	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature or essential plant room, areas of which is NOT limited by any PNAP or regulation, such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	1,440.257
2.3	非強制性或非必要機房，例如空調機房、風櫃房等 Non-mandatory or non-essential plant room, such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not Applicable
根據《規劃規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of the B(P)R		
3	供人離開或到達旅館時上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 Not Applicable
4	旅館的輔助性設施 Supporting facilities for a hotel	不適用 Not Applicable
根據《聯合作業備考》提供的環保設施 Green Features under Joint Practice Notes (JPNs)		
5	住宅樓宇露台 Balcony for residential buildings	不適用 Not Applicable
6	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	不適用 Not Applicable
7	公用空中花園 Communal sky garden	不適用 Not Applicable
8	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

		面積(平方米) Area (m²)
根據《聯合作業備考》提供的環保設施 Green Features under Joint Practice Notes (JPNs)		
9	隔聲鰭 Acoustic fin	不適用 Not Applicable
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11	非結構預製外牆 Non-structural prefabricated external wall	842.643
12	工作平台 Utility platform	不適用 Not Applicable
13	隔音屏障 Noise barrier	不適用 Not Applicable
適意設施 Amenity Features		
14	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	34.260
15	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc. serving solely the recreational facilities	不適用 Not Applicable
16	有上蓋的園景區及遊樂場 Covered landscaped and play area	不適用 Not Applicable
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway, trellis	不適用 Not Applicable
18	擴大升降機井道 Larger lift shaft	不適用 Not Applicable
19	煙囪管道 Chimney shaft	不適用 Not Applicable
20	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	不適用 Not Applicable
21	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	120.966
22	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 Not Applicable
23	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not Applicable
24	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	不適用 Not Applicable
25	非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (prestige entrance) in non-domestic development	不適用 Not Applicable

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

面積(平方米) Area (m²)	
適意設施 Amenity Features	
26 複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not Applicable
27 遮陽篷及反光罩 Sunshade and reflector	不適用 Not Applicable
28 小型伸出物，例如空調機箱、窗台、伸出的窗台 Minor projection such as AC box, window cill, projecting window	不適用 Not Applicable
29 其他伸出物，如空調機箱及伸出外牆超過750毫米的平台 Other projection such as air-conditioning box and platform with a projection of more than 750mm from the external wall	不適用 Not Applicable
其他項目 Other Items	
30 庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not Applicable
31 大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature	不適用 Not Applicable
32 公共交通總站 Public transport terminus (PTT)	不適用 Not Applicable
33 共用構築物及樓梯 Party structure and common staircase	不適用 Not Applicable
34 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	427.731
35 公眾通道 Public passage	不適用 Not Applicable
36 因樓宇後移導致的覆蓋面積 Covered set back area	不適用 Not Applicable
額外總樓面面積 Bonus GFA	
37 額外總樓面面積 Bonus GFA	不適用 Not Applicable

註： 上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

Information in Application for Concession on Gross Floor Area of Building

有關建築物的環境評估



發展項目的公用部分的預計能量表現或消耗

於印製售樓說明書前呈交予「獨立審查組」發展項目的公用部分的預計能量表現或消耗的最近期資料(見附表)。

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 兩級光度照明系統 2. 高效能升降機	1. Two-level Lighting Control System 2. High Efficient Lift

Environmental Assessment of the Building



Estimated Energy Performance or Consumption for the Common Parts of the Development

Latest information on the estimated energy performance or consumption for the common parts of the Development as submitted to the ICU prior to the printing of the sales brochure (see tables).

第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量(註1) Part II：The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1)					
位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m²)	基線樓宇(註2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
		電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum	電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum
有使用中央屋宇裝備裝置(註3)的部分 Area Served by Central Building Services Installation (Note 3)	12,594	57.69	不適用 Not applicable	48.70	不適用 Not applicable

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

第III部分：以下裝置乃按機電工程署公布的相關實務守則設計 Part III : The Following Installations are Designed in Accordance with the Relevant Codes of Practices Published by the Electrical & Mechanical Services Department (EMSD)			
裝置類型 Type of Installations	是 YES	否 NO	不適用 Not applicable
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

- 註：
1.

一般而言，一棟樓宇的預計「每年能源消耗量」愈低，其節約能源的效益愈高。如一棟樓宇預計的「每年能源消耗量」低於該樓宇的「基線樓宇每年能源消耗量」，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。

預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：

(a)

「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及

(b)

樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2.

「基線樓宇」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「基準建築物模式(零分標準)」具有相同涵義。
3.

「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2015年版)中的涵義相同。

- Notes :
1.

In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.

The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Development by the internal floor area served, where:

(a)

“total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and

(b)

“internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2.

“Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
3.

“Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2015 edition) issued by the Electrical and Mechanical Services Department.

31 有關資料

Relevant Information

A 零散山墳

有零散山墳散落於彩禾苑附近(請參閱第118頁的參考圖)。部分彩禾苑單位可能望見該些零散山墳。

B 進出文恆街

屋苑內連接文恆街之閘門、入口、行人道或通道，不論公契日期當日已存在或將來提供，俱不得作屋苑與文恆街之間日常進出之用(註)。

C 氣味滋擾

彩禾苑受鄰近氣味滋擾。為改善情況，該發展項目將設置下列設施：

固定窗

部分彩禾苑單位裝設有固定窗(不能開啟)。(有關裝設有固定窗之單位及有關窗戶的位置請參閱第119頁的平面圖)。彩禾苑的公契有以下關於固定窗的規定(註)：

- 彩禾苑裝設有固定窗之單位的業主不得干擾、改動、變更或拆除該些裝設在其單位內的固定窗(根據公契規定作保養、維修或更換除外)。
- 除進行保養、更換或維修工作外，固定窗須在任何時間保持關閉及鎖上以緩解氣味滋擾。裝設於任何住宅大廈公用地方的固定窗的保養、更換或維修工作須由彩禾苑管理人進行。裝設於任何單位內的固定窗的保養、更換或維修工作須由有關單位的業主自費進行。

註：公契條款只供參考，並以公契的全文為準。公契的全文可於房委會客務中心開放時間內免費查閱。

A Scattered Graves

Scattered graves are located in the proximity of Choi Wo Court (please refer to the reference plan on page 118). The scattered graves may be seen from some of the flats in Choi Wo Court.

B Access to and from Man Hang Street

No gate, entrance, walkway or passage whether existing at the date of the DMC or to be provided in the Estate connecting to Man Hang Street shall be used for day to day access between the Estate and Man Hang Street (Note).

C Odour Nuisance

Choi Wo Court is subject to odour nuisance. In order to improve the condition, the following facilities will be provided in the Development:

Fixed Windows

Fixed Windows (not openable) are installed in some of the flats in Choi Wo Court (please refer to the plan on page 119 for flats installed with Fixed Windows and the locations of such windows). The DMC of Choi Wo Court contains the following provisions relating to Fixed Windows (Note):

- (a) Subject to any maintenance, repair or replacement in accordance with the requirements set out in the DMC, no owner of those units in Choi Wo Court installed with Fixed Windows shall tamper, alter, vary or remove the Fixed Windows.
- (b) The Fixed Windows shall be kept closed and locked at all times for odour mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the Fixed Windows forming part of the Residential Block Common Areas and Facilities shall be carried out by the Manager. The maintenance, replacement or repair of any of the Fixed Windows installed in any Unit shall be made by the Owner of the relevant Unit at his own cost.

Note: The concerned provisions in the DMC are for reference only and are subject to the full script of the DMC. Full script of the DMC is available for inspection free of charge during opening hours at the HA Customer Service Centre.

有關資料 Relevant Information

D 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定。特別當工程涉及鋪設／重新鋪設地台批盪超過25毫米、或加建／改建牆間隔(除非加建或改建的牆間隔是完全按照彩禾苑樓宇設計所預定的核准間隔牆示意圖上所有的規定進行)，必須符合《建築物(小型工程)規例》的現行監管程序。有關小型工程監管制度的詳情，可瀏覽屋宇署的相關網頁或諮詢專業人士。有關在進行裝修時須注意的事項及彩禾苑樓宇設計所預定的核准間隔牆示意圖，可參閱彩禾苑裝修指引。有關裝修指引會於物業交吉時提供予買方。

E 樓宇結構安全保證

香港房屋委員會(房委會)根據以下條文及註釋，向業主(註1)提供樓宇結構安全保證。

保證期

房委會會給予彩禾苑為期十年的樓宇結構安全保證。

彩禾苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

保證範圍

房委會保證樓宇的整體結構穩定完整，並在十年結構安全保證期內，負責任何或所有結構構件(註3)所需的全部結構修葺工作(註2)，包括修葺混凝土剝落及出現裂縫的地方，以維持樓宇(註5)整體結構穩定完整(註4)。

註：

1. 「業主」指合乎本保證所保障之住宅樓宇的法定業主。
2. 在進行結構修葺工程時，房委會只負責使單位受影響部分回復到樓宇落成時的原有標準。
3. 「結構構件」指建築結構圖上清楚列明的構件(如支柱、橫樑、受力牆壁及地台)，而沒有列明的混凝土架或牆(如冷氣機罩/台、部分外牆、內部間隔牆等)都不在本保證範圍內。
4. 「結構穩定完整」指樓宇的結構及地基足以承受設計上負重及承托力的要求。
5. 「樓宇」不包括一切於外圍的工程及於外圍範圍內的地下水管、污水渠、道路、地面，以及一切設施。

D Points to Note for Fitting Out

When carrying out decoration works, the requirements of the Buildings Ordinance and its relevant legislations should be complied with. In particular, when works involve laying/re-laying floor screed that is more than 25mm thick, or making additions/alterations to wall partitions (unless these additions or alterations are in full compliance with all the requirements on the indicative approved floor plan with partition wall layout for wall partitions in Choi Wo Court), the prevailing control procedures under the Building (Minor Works) Regulation must be complied with. For details of the Minor Works Control System, please visit the relevant webpages of the Buildings Department or consult a professional. For matters regarding the carrying out of decoration works and for the indicative approved floor plan with partition wall layout for wall partitions in Choi Wo Court, please refer to the Guide for Decoration Works for Choi Wo Court, which will be made available to the purchaser on the delivery of vacant possession of the property.

E Structural Safety Guarantee

The Hong Kong Housing Authority (HA) will provide Structural Safety Guarantee (SSG) to the owners (Note 1) in accordance with the following provisions and explanatory notes.

Guarantee Period

The SSG given by the HA to Choi Wo Court is valid for a period of 10 years.

The 10-year period of the SSG for Choi Wo Court counts from the date of issue of the Occupation Permit for the building.

Coverage

The HA guarantees the structural stability and integrity of the building as a whole within the guarantee period of 10 years and undertakes all structural repairs (Note 2), including repair to concrete spalling and cracking, to any or all of the structural components (Note 3) deemed necessary to uphold the overall structural stability and integrity (Note 4) of the building (Note 5).

Notes:

1. "Owners" refers to the legitimate owners of the domestic flats protected by this guarantee.
2. While carrying out the repair works, the HA is only responsible for reinstating the affected parts of the flats to the original standard at the time when the building was completed.
3. "Structural components" refers to the components (for example, columns, beams, load bearing walls and floor slabs) as specified clearly on the building structural plan. Concrete racks or walls not specified (for example, air-conditioner hoods / platforms, some external walls and internal partition walls, etc.) are not covered by this structural guarantee.
4. "Structural stability and integrity" refers to the load bearing capacity of the building's foundation and structure as required by the design.
5. "Building" excludes exterior works and subterranean water pipes, sewers, roads, ground surfaces and all other facilities in the external area.

本保證並不包括以上保證範圍以外的修葺，例如：

- i. 與樓宇整體結構穩定完整無關的損壞，包括天花滲水、窗戶滲水、牆身滲水、批盪裂縫、牆壁磚和地面磚損毀，以及其他的損壞；
- ii. 在結構上把單位改建、加建或改變原有用途；或因不適當使用而對樓宇所造成的損壞；以及
- iii. 下列任何一項特別風險對樓宇造成的損壞：
 - 任何氣體燃料爆炸所造成的損壞；
 - 戰爭、火災、地震或山泥傾瀉造成的損壞；
 - 房委會負責範圍以外的人士作出的行為或疏忽。

業主責任

為確保房委會能落實及履行此保證的義務，有關業主須准許房委會或獲房委會授權的任何人員，在出示授權證明下，於合理時間進入有關樓宇及樓宇範圍的任何建築物視察或進行有關檢驗和修葺工程。

若業主在保證期內察覺房委會須根據此保證進行有關的結構修葺工作，業主必須以第一時間及早通知房委會，否則房委會難以履行此保證的義務。

Works of repairs not falling within the above-defined scope shall not be covered by this structural guarantee, for example:

- i. Water seepage through ceilings, windows or walls, cracks in plaster and rendering, defects in wall and floor tiling and any other defects not related to the structural stability and integrity of the building;
- ii. Defects arising from structural alterations, additions or changes within flats or improper usage of the building; and
- iii. Defects arising from the following special risks, including:
 - explosions caused by inflammable gas;
 - outbreak of war, fire, earthquake or landslide;
 - acts or omission of a person for whom the HA is not responsible.

Owners' Responsibility

To ensure that the HA can implement and perform its obligations under SSG, owners shall allow the HA or its authorised personnel, upon production of their authorisation proof, to enter the premises concerned or any part thereof at reasonable times for inspection or carrying out related inspection and repair works.

Within the guarantee period, if the owners note that it is necessary for the HA to carry out structural repairs under SSG, they must inform the HA in the first instance. Otherwise, the HA may not be able to fulfil its obligations under SSG.

有關資料 Relevant Information

F 轉讓限制

- (a) 在簽署轉讓契據前，買方不得把單位轉讓予其他人士或機構。若買方在簽署轉讓契據前要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於售價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，買方須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。
- (b) 若買方在簽立轉讓契據成為業主後轉讓或出租其單位，須按照轉讓契據的條款和政府租契所載的條款、契諾及條件處理。房委會不會回購或提名買家(居者有其屋計劃(居屋)第二市場除外)購買彩禾苑／啟翔苑／錦駿苑／山麗苑的單位，而下列轉讓限制將適用於有關單位的業主：
- (i) 由房委會首次將單位售予業主的轉讓契據(下稱「首次轉讓契據」)日期起計兩年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場以不高於列於首次轉讓契據的原來買價(註)出售單位予房委會提名的人。
- (ii) 由首次轉讓契據日期起計第三至第十年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的人。
- (iii) 由首次轉讓契據日期起計十年後：
- 業主可在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的人。
 - 業主亦可在繳付補價後於公開市場出售單位。
 - 業主須繳付的補價，是根據屆時該單位並無轉讓限制的市值，按照該單位首次轉讓契據中所訂明的最初市值與原來買價(註)的差額計算。換句話說，補價相等於原來買價(註)的折扣，化為現值計算。
 - 有關補價程序，請瀏覽房委會／房屋署網站(www.housingauthority.gov.hk)。

F Alienation Restrictions

- (a) The flat shall not be assigned by the purchaser to any other person or organisation before executing the Deed of Assignment. If a purchaser requests for cancelling the Agreement for Sale and Purchase (ASP) before executing the Deed of Assignment and the HA agrees to the same, a sum equivalent to 5% of the purchase price will be retained by the HA as consideration for cancellation of the ASP. Besides, the purchaser is required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.
- (b) A purchaser who wishes to assign or let the flat after becoming an owner under the Deed of Assignment will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Choi Wo Court/Kai Cheung Court/Kam Chun Court/Shan Lai Court, the HA will not buy back or nominate a buyer (except Home Ownership Scheme (HOS) Secondary Market) to buy the flats, and the following alienation restrictions will apply to the owners:
- (i) **Within the first two years from the date of the first Deed of Assignment of the flat from the HA to an owner (the first assignment):**
- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at a price not more than the original purchase price (Note) under the first assignment.
- (ii) **Between the third to the tenth year from the date of the first assignment:**
- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
- (iii) **After ten years from the date of the first assignment:**
- The owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
 - The owner may also sell the flat in the open market after payment of premium.
 - The premium which the owner is required to pay is calculated based on the prevailing market value of the flat without alienation restrictions, and the difference between the original purchase price (Note) of the flat and its initial market value as specified in the first assignment. In other words, the premium is calculated by applying the discount of the original purchase price (Note) to the prevailing market value.
 - Please refer to the HA/HD website (www.housingauthority.gov.hk) for details of the premium payment procedures.

- (c) 買方須注意，在計算購樓時的折扣率所沿用的最初市值，是根據買方簽訂買賣協議時的市值。本銷售計劃單位的售價一經訂定，於銷售期間將維持不變，而訂定售價的時間和簽訂買賣協議的時間一般約有數個月的差距。在這期間，單位的市值可能會隨市況的轉變而調整。因此，買方簽訂買賣協議時的確實折扣率或會與訂定售價時的折扣率有所不同。補價款項將以簽訂買賣協議時確實的折扣率計算。
- (d) 任何違反與單位有關的買賣協議的任何條款或條件或違反單位的轉讓契據內的任何契諾所作出的按揭、其他押記、轉讓或其他讓與、連同任何關於如此按揭、押記、轉讓或以其他方式讓與的協議(下稱「非法讓與」)，根據《房屋條例》(第283章)第17B條均屬無效。任何人就其單位作出非法讓與即屬犯罪，將面臨《房屋條例》(第283章)第27A條下之刑罰。

註：原來買價相等於售價，是指首次轉讓契據中所列明的單位購買價。

- (c) Purchasers should take note that the initial market value used to calculate the discount at the time of purchase is the market value prevailing at the date of the ASP. The sale price of flats in the current sale exercise, once fixed, will remain unchanged throughout the sale period. As there is normally a time lag of a few months between the fixing of the sale price and the signing of the ASP, during which the market value of a flat may fluctuate according to the market conditions, the actual discount rate at the time of signing the ASP may be different from that when the sale price was fixed. The actual discount at the time of signing the ASP will be adopted for calculation of the premium.
- (d) Any purported mortgage, other charge, assignment or other alienation, together with any agreement so to mortgage, charge, assign or otherwise alienate in breach of any term or condition of the ASP or any covenant in the Deed of Assignment of the flat ("unlawful alienation") shall be void under Section 17B of the Housing Ordinance (Cap. 283). Any person committing unlawful alienation of his/her flat commits an offence and will be subject to criminal sanction under Section 27A of the Housing Ordinance (Cap. 283).

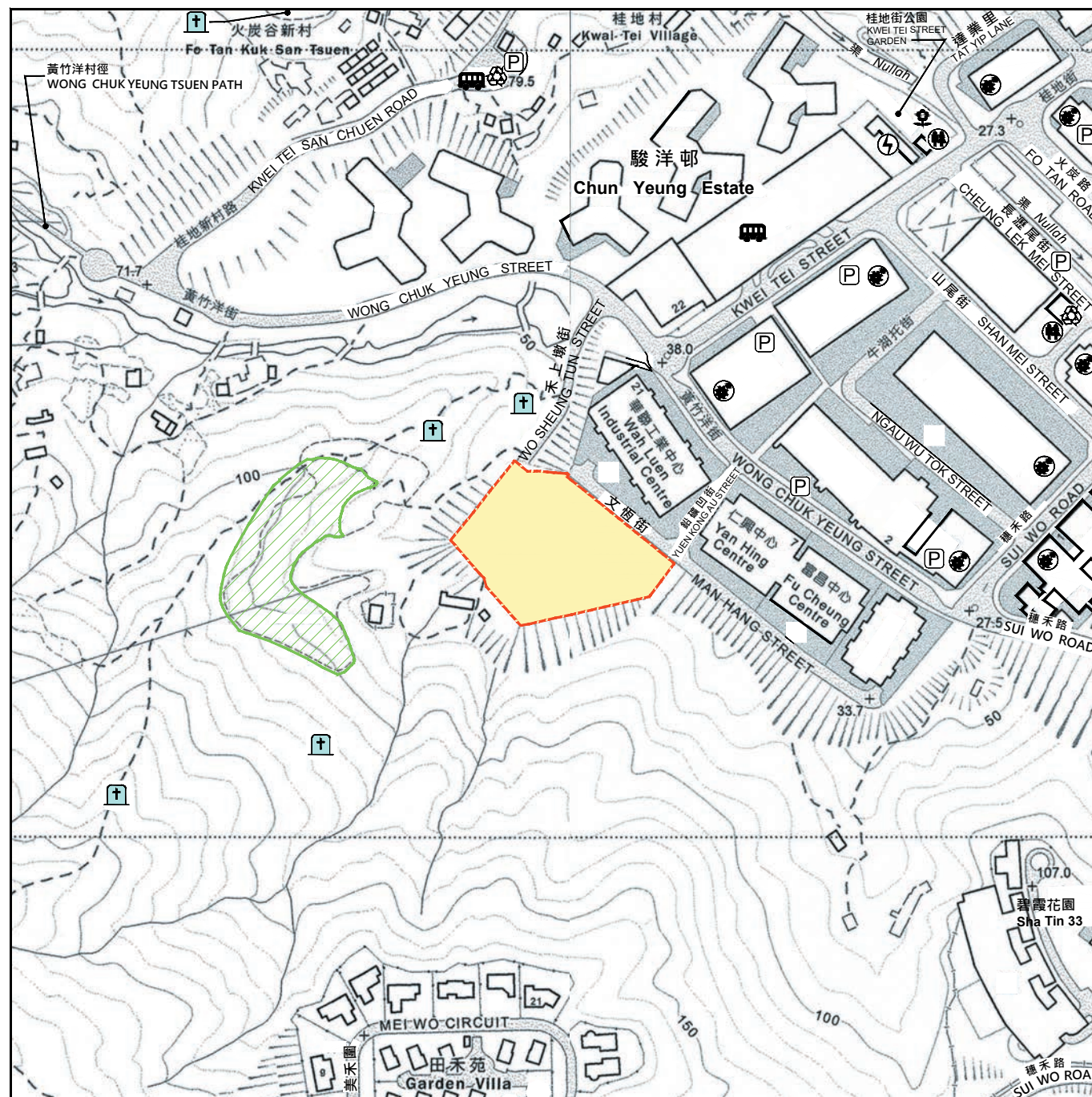
Note: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.

32 發展項目的參考圖

Reference Plan of the Development

零散山墳所在斜坡及認可殯葬區的參考圖

Reference Plan for Slope with Scattered Graves and Permitted Burial Ground



比例尺 SCALE: 0 50 100 150 200 250 (米)



彩禾苑
Choi Wo Court

圖例 NOTATION

	公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)		零散山墳所在斜坡*
	公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)		認可殯葬區*
	公用事業設施裝置 A Public Utility Installation		公園 A Public Park
	公廁 A Public Convenience		垃圾收集站 A Refuse Collection Point
	發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)		

*只作識別用

*For Identification Purposes Only

此參考圖參考日期為2021年5月24日之測繪圖(編號為7-SW-B)及2021年6月23日之測繪圖(編號為7-SE-A)製作，有需要處經修正處理。

地圖版權屬香港特區政府，經地政總署准許複印，版權特許編號 112/2020。

The Reference Plan is prepared with reference to Survey Sheet No. 7-SW-B dated 24 May 2021 and Survey Sheet No. 7-SE-A dated 23 June 2021, with adjustments where necessary.

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註：

- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因，此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

彩禾苑的固定窗的參考圖 Reference Plan for Fixed Windows in Choi Wo Court





網址 WEBSITE

www.housingauthority.gov.hk/hos/2020/ChoiWo

發展項目及其周邊地區日後可能出現改變。

There may be future changes to the Development and the surrounding areas.

印製日期：2021年4月13日

Printing Date: 13 April 2021



