

10 發展項目的布局圖

Layout Plan of the Development



圖 例 NOTATION

	地界	Lot Boundary
①	A座1樓–18樓及 20樓–38樓單位室號 B座3樓–34樓單位室號	Block A Flat Number on 1/F–18/F & 20/F–38/F Block B Flat Number on 3/F–34/F
P	花槽	Planter
RP	可移除花槽	Removable Planter
S.V.	排煙口	Smoke Vent
	垂直綠化	Vertical Greening

11 發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

A 座1樓平面圖

Block A 1/F Floor Plan



圖 例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM AND ELV ROOM	電訊及特低電壓機房	Telecommunications and Extra Low Voltage Room
	簷篷/平台	Canopy/Flat Roof
	罩屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.750米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.750m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Note:

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

A座2樓至38樓平面圖
Block A 2/F to 38/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM AND ELV ROOM	電訊及特低電壓機房	Telecommunications and Extra Low Voltage Room

1. 每個住宅物業的層與層之間的高度為2.750米(38樓除外)。
38樓的每個住宅物業的層與層之間的高度為2.790米、2.845米及2.965米(除9號單位外)。
38樓的9號單位的層與層之間的高度為3.115米及3.170米。
2. 2樓至37樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
38樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(除9號單位外)。
38樓的9號單位的樓板(不包括灰泥)的厚度為525毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。
2. 繫樑只設於2樓、5樓、8樓、11樓、14樓、17樓、20樓、23樓、26樓、29樓、32樓、35樓及38樓。

1. The floor-to-floor height of each residential property is 2.750m (except 38/F).
The floor-to-floor height of each residential property on 38/F are 2.790m, 2.845m and 2.965m (except Flat 9).
The floor-to-floor height of Flat 9 on 38/F are 3.115m and 3.170m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 2/F to 37/F are 160mm and 215mm.
The thicknesses of the floor slabs (excluding plaster) of each residential property on 38/F are 200mm and 375mm (except Flat 9).
The thickness of the floor slab (excluding plaster) of Flat 9 on 38/F is 525mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Notes:

1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Tie Beams at 2/F, 5/F, 8/F, 11/F, 14/F, 17/F, 20/F, 23/F, 26/F, 29/F, 32/F, 35/F and 38/F only.

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

B座1樓平面圖
Block B 1/F Floor Plan



圖 例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM AND ELV ROOM	電訊及特低電壓機房	Telecommunications and Extra Low Voltage Room
	簷篷/平台	Canopy/Flat Roof
	罩屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.750米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.750m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Note:

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

B座2樓至34樓平面圖
Block B 2/F to 34/F Floor Plan



圖例 NOTATION

BATH	浴室	Bathroom
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM AND ELV ROOM	電訊及特低電壓機房	Telecommunications and Extra Low Voltage Room

1. 每個住宅物業的層與層之間的高度為2.750米(34樓除外)。
34樓的每個住宅物業的層與層之間的高度為2.790米、2.845米及2.965米(除9號單位外)。
34樓的9號單位的層與層之間的高度為3.115米及3.170米。
2. 2樓至33樓每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
34樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及375毫米(除9號單位外)。
34樓的9號單位的樓板(不包括灰泥)的厚度為525毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

註：

1. 平面圖所列之數字為以毫米標示之建築結構尺寸。
2. 繫樑只設於4樓、7樓、10樓、13樓、16樓、19樓、22樓、25樓、28樓、31樓及34樓。

1. The floor-to-floor height of each residential property is 2.750m (except 34/F).
The floor-to-floor height of each residential property on 34/F are 2.790m, 2.845m and 2.965m (except Flat 9).
The floor-to-floor height of Flat 9 on 34/F are 3.115m and 3.170m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 2/F to 33/F are 160mm and 215mm.
The thicknesses of the floor slabs (excluding plaster) of each residential property on 34/F are 200mm and 375mm (except Flat 9).
The thickness of the floor slab (excluding plaster) of Flat 9 on 34/F is 525mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

Notes:

1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Tie Beams at 4/F, 7/F, 10/F, 13/F, 16/F, 19/F, 22/F, 25/F, 28/F, 31/F and 34/F only.

12 發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓 – 38樓 1/F – 38/F	1	45.9 (494) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		2, 8	46.6 (502) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		4, 7, 14, 15	37.1 (399) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5, 6	45.4 (489) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積
Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓 – 38樓 1/F – 38/F	9	37.3 (401) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		10, 11	27.4 (295) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		12	45.6 (491) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		13	45.8 (493) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	1樓 – 18樓及 20樓 – 38樓 1/F – 18/F and 20/F – 38/F	3	27.7 (298) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。
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註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	1樓 – 34樓 1/F – 34/F	1	45.9 (494) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		2, 8, 11	46.6 (502) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		3	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		4	37.1 (399) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5	45.4 (489) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		9	37.3 (401) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	1樓 – 34樓 1/F – 34/F	10	35.7 (384) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3樓 – 34樓 3/F – 34/F	6	45.4 (489) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	2樓 2/F	7	37.4 (403) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3樓 – 34樓 3/F – 34/F	7	37.1 (399) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

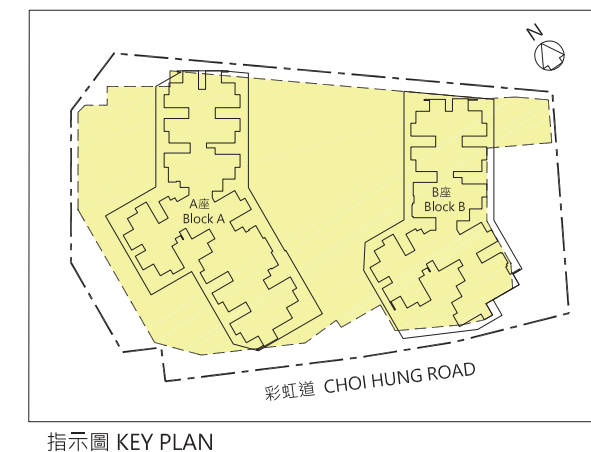
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

13 發展項目中的停車位的樓面平面圖

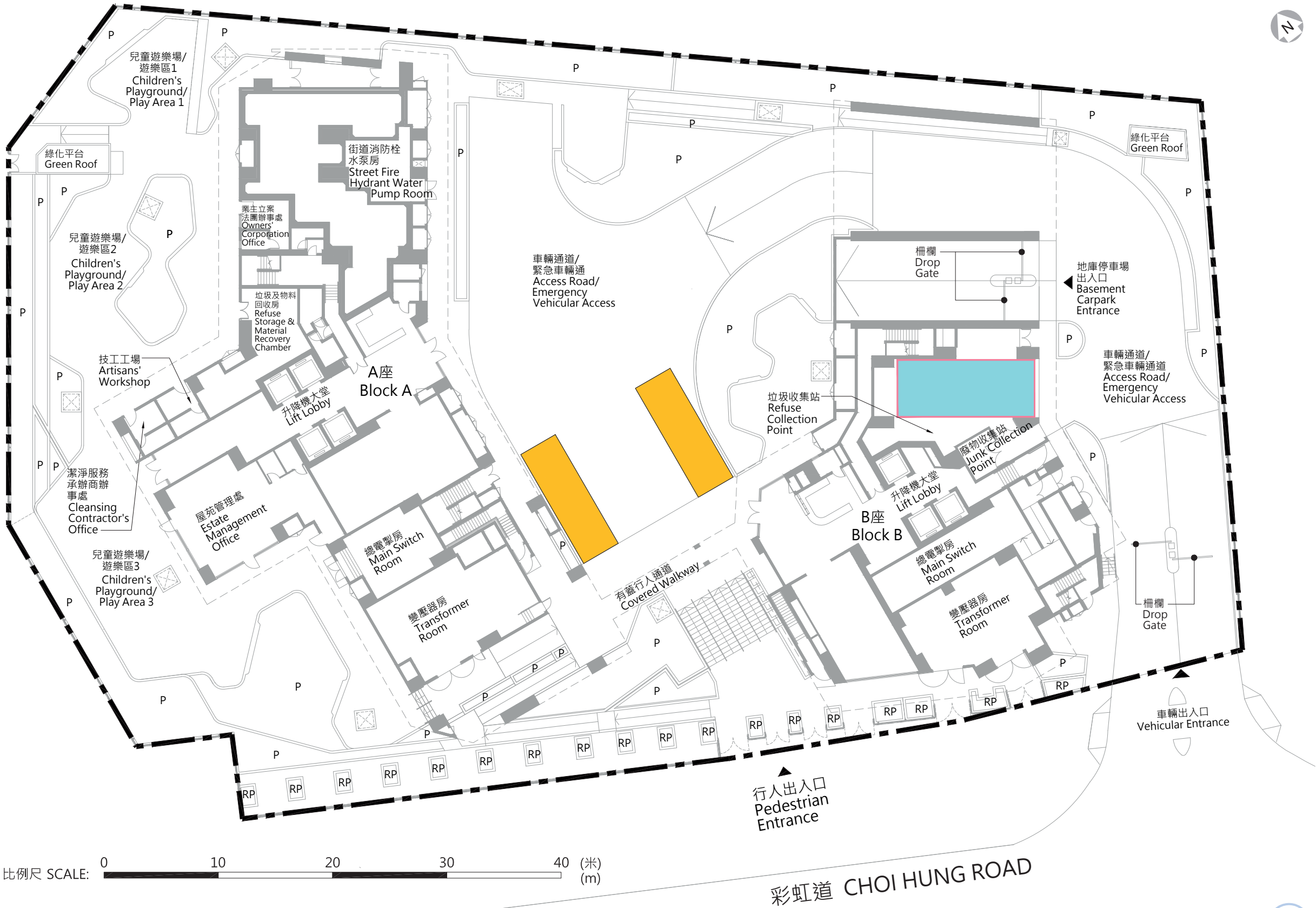
Floor Plans of Parking Spaces in the Development

地庫停車位平面圖

Floor Plan of Parking Spaces on Basement




地下停車位平面圖
Floor Plan of Parking Spaces on Ground Floor








發展項目中的停車位的樓面平面圖

Floor Plans of Parking Spaces in the Development

圖 例 NOTATION

	地界	Lot Boundary
P	花槽	Planter
RP	可移除花槽	Removable Planter

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	67	5.0 X 2.5	12.50
	有蓋汽車停車位(暢通易達停車位) Covered Car Parking Spaces (Accessible Parking Spaces)	2	5.0 X 3.5	17.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	9	2.4 X 1.0	2.40
	預留有蓋垃圾收集車停車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicles	1	12.0 X 5.0	60.00
	露天上落客貨停車位 Open Loading/Unloading Bays	2	11.0 X 3.5	38.50

14 臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於車輛入口、「緊急車輛通道」、柵欄、總水錶房、食水及沖廁水泵房、屋苑管理處、垃圾及物料回收房、廢物收集站、「上落客貨停車位」(構成「住宅大廈公用地方與設施」之「上落客貨停車位」除外)、電訊及廣播設備室、潔淨服務承辦商辦事處、業主立案法團辦事處、技工工場、總電掣房、變壓器房、應急發電機房、街道消防栓水缸、街道消防栓水泵房、中電電線入線房、沖廁水水缸、食水水缸、消防控制中心、暢通易達洗手間、消防入水口、排水坑、垃圾收集站維修地台、外牆(附屬於「住宅大廈」的外牆(如有者)除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施，即現於「公契」所夾附圖則以橙色及橙色加黑交叉斜線顯示(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」的附加地方、系統、裝置及設施。為免存疑，「屋苑公用地方與設施」包括已建或擬建以支撐「屋苑」的地基、柱及其他構築物(為免存疑，不包括已建或擬建以支撐「住宅大廈」的地基、柱及其他構築物)及服務「屋苑」整體的排水渠、明渠、污水渠、管道、主水管、溝渠及該等其他地方(為免存疑，不包括專門為「住宅大廈」及/或「停車場」整體提供服務的排水渠、明渠、污水渠、管道、主水管及溝渠及該等其他地方)，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and shall include, but not limited to, vehicular entrance, Emergency Vehicular Access, drop gates, master water meter room, fresh & flush water pump rooms, estate management office, refuse storage & material recovery chamber, junk collection point, Loading and Unloading Space(s) (excluding those forming part of the Residential Blocks Common Areas and Facilities), telecommunication and broadcasting equipments room, cleansing contractor’s office, owners’ corporation office, artisans’ workshop, main switch rooms, transformer rooms, emergency generator rooms, street fire hydrant water tank, street fire hydrant water pump room, CLP cable lead-in room, flush water tanks, fresh water tanks, fire services control centre, accessible toilets, fire service inlet, drain pit, maintenance platform for refuse collection point, external walls (other than those appertaining to the Residential Blocks (if any)), and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured Orange and Orange Cross Hatched Black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as “HA”) in accordance with the provisions of the DMC. For the avoidance of doubt, the Estate Common Areas and Facilities shall include foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding, for the avoidance of doubt, those for the support of the Residential Blocks) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving the Estate as a whole (excluding, for the avoidance of doubt, those drains, nullahs, servers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks and/or the Car Park) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

「住宅大廈公用地方與設施」指及包括但不限於在「該租契」第3.17(a)條所指的休憩空間、「該租契」第3.18條所指的園景美化區、「綠化區」、通往規定樓梯之防護門廊(構成「停車場」的通往規定樓梯之防護門廊除外)、行人入口、有蓋行人通道、有蓋行人通道之平台、花槽、「上落客貨停車位」(構成「屋苑公用地方與設施」之「上落客貨停車位」除外)、消防上水泵房、垃圾及物料回收房、自動水錶房、兒童遊樂場／遊樂區、升降機、加闊的公用走廊及升降機大堂(現於「公契」所夾附圖則以「Ⓜ」標示，以資識別)、隔聲牆、非結構預製外牆(現於「公契」所夾附圖則以「Ⓢ」標示，以資識別)、消防入水口、消防喉轆、水錶櫃、消防泵房、保安員櫃位、供看守員及管理人員使用的暢通易達洗手間、升降機大堂、郵件派遞室、無法進出的空間、行人路、罩屋、電錶房、平台、煤氣管道及消防入水掣、垃圾及物料回收室、樓梯、繫樑、頂層天台、綠化天台、管道槽、升降機槽、食水水缸、食水增壓泵房、消防水缸、升降機機房、電訊及廣播設備室、沖廁水水缸、電訊及特低電壓室、煤氣管道、變壓器房通風管道、電線管道房、電線管道、通風管道房、附屬於「住宅大廈」的外牆(包括伸建物如「住宅單位」外的冷氣機罩)以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體提供服務的任何其他地方、系統、裝置與設施，即現於「公契」所夾附圖則以黃色、啡色、啡色加黑斜線、啡色加黑交叉斜線及綠色虛線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及「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。為免存疑，「住宅大廈公用地方與設施」包括已建或擬建以支撐「住宅大廈」的地基、柱及其他構築物及只服務「住宅大廈」的排水渠、明渠、污水渠、管道、主水管、溝渠及該等其他地方，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」內只為個別「業主」提供服務的設施。

“Residential Blocks Common Areas and Facilities” shall mean and include, but not limited to, the open space referred to in Clause 3.17(a) of the said lease, the landscaped areas referred to in Clause 3.18 of the said lease, Greenery Area, protected lobbies to a required staircase (other than those forming part of the Car Park), pedestrian entrances, covered walkway, flat roof of covered walkway, planters, Loading and Unloading Space(s) (excluding those forming part of the Estate Common Areas and Facilities), fire services upfeed pump rooms, refuse storage & material recovery chamber, auto water meter rooms, children’s playgrounds/play areas, lifts, wider common corridors and lift lobbies (for identification purpose only, as shown marked “Ⓜ” on the plans annexed to the DMC), acoustic fins, non-structural prefabricated external walls (for identification purpose only, as shown marked “Ⓢ” on the plan annexed to the DMC), fire service inlets, hose reels, water meter cupboards, fire services pump rooms, guard counters, accessible toilets for watchmen and management staff, lift lobbies, mail delivery rooms, inaccessible voids, pedestrian path, dog houses, electrical meter rooms, flat roofs, town gas duct & fire service inlet, refuse storage & material recovery rooms, stairs, tie beams, top roofs, green roof, pipe ducts, lift shafts, fresh water tanks, fresh water booster pump rooms, fire services water tanks, lift machine rooms, telecommunication and broadcasting equipments room, flush water tanks, telecommunication and extra low voltage rooms, town gas ducts, air ducts for transformer room, electrical duct room, electrical duct, vent duct rooms, external walls appertaining to the Residential Blocks (including projections such as air-conditioner hoods outside the Residential Units) and any other areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for the purpose of identification only, are shown coloured Yellow, Brown, Brown Hatched Black, Brown Cross Hatched Black and Pecked Green Line (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 Blocks Common Areas and Facilities by the HA in accordance with the provisions of the DMC. For the avoidance of doubt, the Residential Blocks Common Areas and Facilities shall include the foundations, columns and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Blocks serving only any particular Owner.

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B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A	1樓 – 38樓 1/F – 38/F	1	71 / 62,681
		5, 6, 12, 13	70 / 62,681
		2, 8	72 / 62,681
		4, 7, 9, 14, 15	57 / 62,681
		10, 11	42 / 62,681
	1樓 – 18樓及 20樓 – 38樓 1/F – 18/F and 20/F – 38/F	3	43 / 62,681
B	1樓 – 34樓 1/F – 34/F	1	71 / 62,681
		5	70 / 62,681
		2, 8, 11	72 / 62,681
		3, 10	55 / 62,681
		4, 9	57 / 62,681
	3樓 – 34樓 3/F – 34/F	6	70 / 62,681
		7	57 / 62,681
	2樓 2/F	7	58 / 62,681

備註： A座19/F沒有3號單位，B座1/F及2/F沒有6號單位及B座1/F沒有7號單位。

Remark: There is no Unit 3 on 19/F of Block A, Unit 6 on 1/F and 2/F of Block B and Unit 7 on 1/F of Block B.

C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)另有規定,「房委會」應負責「該土地」及「屋苑」之管理,首屆任期為「公契」日起計二十四(24)個曆月或直至「業主立案法團」成立為止(以較早者為準)及必須繼續擔任「經理人」,直至「房委會」的任命按照「公契」的條文終止為止。

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

(1) 每名「業主」均須繳付「經理人」釐定的月費,以分擔管理「屋苑」所招致的必要及合理費用、收費及開支,攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算,並由「經理人」根據「公契」條文制訂的周年財政預算訂定。

每份周年財政預算須包括二個部分:

- (a) 第一部分須涵蓋於「公契」第51(a)條所列出的開支;及
- (b) 第二部分須涵蓋於「公契」第51(b)條所列出的開支,但受制於「公契」第51條載有的但書。

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.

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.

Every annual budget shall be in 2 parts:

- (a) The first part shall cover expenditure as set out in Clause 51(a) of the DMC; and
- (b) The second part shall cover expenditure as set out in Clause 51(b) of the DMC, subject to the provisos as contained in Clause 51 of the DMC.

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(2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：
(2) The number of Management Shares allocated to each residential property in the Development is as follows:

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A	1樓 – 38樓 1/F – 38/F	1	71 / 62,671
		5, 6, 12, 13	70 / 62,671
		2, 8	72 / 62,671
		4, 7, 9, 14, 15	57 / 62,671
		10, 11	42 / 62,671
	1樓 – 18樓及 20樓 – 38樓 1/F – 18/F and 20/F – 38/F	3	43 / 62,671
B	1樓 – 34樓 1/F – 34/F	1	71 / 62,671
		5	70 / 62,671
		2, 8, 11	72 / 62,671
		3, 10	55 / 62,671
		4, 9	57 / 62,671
	3樓 – 34樓 3/F – 34/F	6	70 / 62,671
		7	57 / 62,671
	2樓 2/F	7	58 / 62,671

備註： A座19/F沒有3號單位，B座1/F及2/F沒有6號單位及B座1/F沒有7號單位。
Remark: There is no Unit 3 on 19/F of Block A, Unit 6 on 1/F and 2/F of Block B and Unit 7 on 1/F of Block B.

E 計算管理費按金的基準
每「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」就每個「單位」根據「公契」條文制訂的首年管理費預算訂定的「業主」應繳的管理月費的三倍。

E The Basis on which the Management Fee Deposit is Fixed
The amount of management fee deposit is a sum not exceeding 3 times the monthly management fee payable by the Owner in respect of each Unit as determined by the Manager based on the first year’s budgeted management expenses made in accordance with the provisions of the DMC.

F 賣方在發展項目中保留作自用的範圍
不適用

F The Area in the Development Retained by the Vendor for the Vendor’s Own Use
Not applicable

註： 請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。「公契」的最新擬稿的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱，並可於房委會就出售啟翔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 Kai Cheung Court.

16 批地文件的摘要

Summary of Land Grant

位於新九龍內地段第6632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2020年5月20日。

- 1 該發展項目位於新九龍內地段第6632號(下稱「該土地」)。
- 2 「該土地」的批租年期為50年，由2020年5月20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、保養、鋪設、清洗、刷淨、清潔、清空、改動及保持「該土地」及現有或其後任何時間位於「該土地」的樓宇或物業單位及所有其他架設物及建築物，所有「該土地」內的山坡上，擋土結構和護土牆，及所有屬於和以任何形式屬於或附屬於「該土地」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、支付及容許製造、建築、維修及修改「該土地」或其任何部分所需或在「該土地」內或屬於「該土地」並與其它附近或毗鄰的樓宇共用的所有或任何道路、巷道、行人道、溝渠、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。該份數及部分將由「署長」指定及決定(其決定為最終決定及對「承租人」具約束力)及將由「署長」以未付之地租形式徵收。
- 5 「該租契」條款第3.13條訂明：
除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該土地」或其任何部分或任何已建或擬建於「該土地」的建築物或其任何部分作私人住宅及「該租契」所述的附屬設施以外的用途。特此說明，已建或擬建於「該土地」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。

The government lease governing the Development entered into by The Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of New Kowloon Inland Lot No. 6632 ("the said lease") is dated the 20th day of May 2020.

- 1 The Development is situated on New Kowloon Inland Lot No. 6632 ("the said land").
- 2 The said land is granted for a term of 50 years ("Lease Term") commencing from the 20th day of May 2020.
- 3 Clause No. 3.3 of the said lease stipulates that:
The Lessee shall from time to time and at all times hereafter, when where and as often as need or occasion shall require, at the Lessee's own proper costs and charges well and sufficiently manage, repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend and keep the said land and the messuage or tenement, messuages or tenements and all other erections and buildings now or which may at any time hereafter be standing upon the said land, all the slopes, earth-retaining structures and retaining walls within the said land and all the walls, banks, cuttings, hedges, ditches, rails, lights, pavements, privies, sinks, drains and watercourses thereunto belonging and which shall in any-wise belong or appertain unto the said land or any of the said messuages, tenements, erections and buildings in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever the whole to be done to the satisfaction of the Director of Lands ("the Director").
- 4 Clause No. 3.7 of the said 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 said land or any part thereof in common with other premises near or adjoining thereto. Such share and proportion shall be fixed and determined by the Director (whose determination shall be final and binding on the Lessee) and shall be recoverable by the Director in the nature of rent in arrears.
- 5 Clause No. 3.13 of the said lease stipulates that:
Subject to the terms and covenants contained in the said lease, the Lessee shall not use or permit or suffer to be used the said land or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with such ancillary facilities as referred to in the said lease and in particular, any residential flats in the building or buildings erected or to be erected on the said land shall not be used for any purpose other than for private residential purposes.

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6 「該租契」條款第3.14(h)條訂明：

在發展或重建「該土地」時及受制於「該租契」包含的條款及契諾，

- (h) (i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交一份圖則供運輸及房屋局常任秘書長(房屋)書面批准，該圖則須標示將會於「該土地」或已建或擬建於「該土地」的建築物內提供及維持綠化(包括但不限於提供栽種於土壤的植物)的部分(下稱「綠化範圍」)、「綠化範圍」的佈局和面積以及其他運輸及房屋局常任秘書長(房屋)可全權酌情要求或指定的資料(包括但不限於「綠化範圍」的建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。運輸及房屋局常任秘書長(房屋)就「綠化建議書」內何謂綠化及「該土地」或建築物的哪些部分構成「綠化範圍」作出的決定為最終決定，並對「承租人」具約束力。上述獲運輸及房屋局常任秘書長(房屋)批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.14(h)條而言，「建築工程」應根據《建築物條例》、任何其下的規例及任何修訂法例而界定；
- (ii) 「承租人」須根據獲批的「獲批准綠化建議書」自費實施及完成「綠化範圍」的建築工程，並在及後以在所有方面令運輸及房屋局常任秘書長(房屋)滿意的方式對其作出保養。除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，否則不得對「獲批准綠化建議書」或標示「綠化範圍」的圖則作出修訂、改動、更改、修改或取代；以及
- (iii) 除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，於「獲批准綠化建議書」內顯示的「綠化範圍」須被指定為「該租契」條款第3.21(a)(v)條所指的「公用地方」並成為其中一部分，及該「綠化範圍」不得被用作根據「獲批准綠化建議書」中列明的佈局、面積、位置及詳情的「綠化範圍」以外的任何用途。

7 「該租契」條款第3.15條訂明：

「承租人」須自費以令「署長」及食物環境衛生署署長滿意的方式於「該土地」建築、提供及維持完整的垃圾收集系統。

8 「該租契」條款第3.16條訂明：

「承租人」未經「署長」事先書面同意，不得移除或干擾生長於「該土地」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在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。

6 Clause No. 3.14(h) of the said lease stipulates that:

Upon development and redevelopment of the said land and subject to the terms and covenants contained in the said lease,

- (h) (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 said land 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 Greenery Submission”). The decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the said land or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Transport and Housing (Housing) is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of Clause No. 3.14(h) of the said 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 Greenery 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 Greenery 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 the prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.21(a)(v) of the said 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 Greenery Submission.

7 Clause No. 3.15 of the said lease stipulates that:

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

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

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

9 「該租契」條款第3.17條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於2,896平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。「署長」就何謂休憩空間的決定為最終決定，並對「承租人」具約束力。
- (b) 根據「該租契」條款第3.17(a)條提供的休憩空間須被指定為「該租契」條款第3.21(a)(v)條所指的「公用地方」並成為其中一部分。

10 「該租契」條款第3.18條訂明：

「承租人」須在「該土地」及平台(如有)未有建築之任何部分，自費進行環境美化工程及種植樹木及灌木，並於其後以令「署長」滿意的方式保養及使其維持在安全、潔淨、整齊、井然而健壯的狀態。

11 「該租契」條款第3.20條訂明：

- (a) 除於「該租契」條款第3.20條(b)款、(c)款及(d)款另有規定外，「業主」(按下文定義)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」(按下文定義)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」(按下文定義)，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」(按下文定義)；
 - (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))；

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

- (a) The Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 2,896 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. 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 Clause No. 3.17(a) of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.21(a)(v) of the said lease.

10 Clause No. 3.18 of the said lease stipulates that:

The Lessee shall at its own expense landscape and plant with trees and shrubs any portion of the said land 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.

11 Clause No. 3.20 of the said lease stipulates that:

- (a) Except as provided in Clauses Nos. 3.20(b), (c) and (d) of the said lease, no owner (as defined hereafter) shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat (as defined hereafter) 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 (as defined hereafter) 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 (as defined hereafter);
 - (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 its 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 its sole and absolute discretion are observed and complied with;

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- (iv) 每份根據「該租契」條款第3.20(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.20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」(按下文定義)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」(按下文定義)。
- (d) 於「期間」(按下文定義)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」。
- (e) 儘管「該租契」條款第3.20(a)條有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件(包括但不限於繳付行政費(如被要求時))的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.20(d)條向「承租人」繳付「補價」後，「該租契」條款第3.20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3.20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3.19(a)條轉讓或同意轉讓「該土地」的不分割份數連同在「該土地」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3.20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；

- (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of Clause No. 3.20(c) of the said lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.20 of the said 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 (as defined hereafter), 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 (as defined hereafter).
- (d) After the expiry of the Period (as defined hereafter),
- (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.
- (e) Notwithstanding Clause No. 3.20(a) of the said 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 Clause No. 3.20(d) of the said lease, Clause No. 3.20 of the said lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.20 of the said 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 said land together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the said land under Clause No. 3.19(a) of the said lease; and for the purpose of Clause No. 3.20 of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;

- (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「該土地」已建或擬建的建築物內並獲分配「該土地」的不分割份數的住宅單位。
- (h) 儘管「該租契」條款第3.20條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.20條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

12 「該租契」條款第3.23(a)至(d)及(f)條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：
- (i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為61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》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為9而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1米寬及2.4米長而樓底高度最少須為2.4米；

- (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 said land and to which an undivided share or undivided shares of and in the said land has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in Clause No. 3.20(c), (e) and (g) of the said lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.20 of the said lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

12 Clauses Nos. 3.23(a) to (d) and (f) of the said lease stipulate that:

- (a) The Lessee shall provide and maintain within the said land to the satisfaction of the Director:
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 61 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 or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 9 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;

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- (iii) 2個供停泊根據《道路交通條例》及其下的規例或任何修訂法例界定的傷殘人士並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該等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；以及
- (iv) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為6而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米。
- (b) 根據「該租契」條款第3.23條(a)(i)款、(a)(ii)款、(a)(iii)款及(a)(iv)款提供的停車位不得用於除上述各款所列之用途以外的任何其他用途。特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須以令「署長」滿意的方式在「該土地」內提供及維持供根據《道路交通條例》及其下的規例或任何修訂法例獲發牌的汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為2，而且除非另行獲得「署長」的書面同意，每個該等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，及不得用作與「該土地」已建或擬建的建築物相關的汽車作上落客貨用途之外的任何其他用途。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數目須為1，而且除非另行獲得「署長」的書面同意，該停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.7米，及不得用作與「該土地」已建或擬建的建築物相關的垃圾收集車作裝卸用途之外的任何其他用途。
- (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) 以下的停車位不應該納入計算：
 - (I) 根據「該租契」條款第3.23(a)條提供並位於「該土地」地面水平以下的停車位；以及
 - (II) 根據「該租契」條款第3.23(c)條提供並位於「該土地」地面水平或地面水平以下的停車位；

- (iii) 2 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion; and
- (iv) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests and visitors of the residents or occupiers of the building or buildings erected or to be erected on the said land and, unless the Director otherwise consents in writing, the number of spaces shall be 6 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres.
- (b) The spaces provided in accordance with Clauses Nos. 3.23(a)(i), (a)(ii), (a)(iii) and (a)(iv) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the said land to the satisfaction of the Director spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and space(s) for the loading and unloading of refuse collection vehicles. The number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 2 and each of such spaces 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 said land. The number of space(s) for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1 and such space shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease,
 - (i) there shall not be taken into account
 - (I) the spaces provided in accordance with Clause No. 3.23(a) of the said lease if they are provided below ground level; and
 - (II) the spaces provided in accordance with Clause No. 3.23(c) of the said lease if they are provided at or below ground level;

- (ii) 倘若根據「該租契」條款第3.23(a)條提供的停車位位於「該土地」地面水平或地面水平以上或根據「該租契」條款第3.23(c)條提供的停車位位於「該土地」地面水平以上，該等停車位的百分之五十及為該等停車位而設的其他部分(包括但不限於升降機大堂、樓梯平台、行人通道、機動和流通區及機房)的百分之五十應該納入計算「該租契」條款第3.14(a)條所指的總樓面面積，而「署長」就該計算的決定為最終決定及對「承租人」具有約束力。
- (f) 就「該租契」條款第3.23條而言，何謂「該土地」的地面水平或任何停車位是否處於地面水平、或在其上、或在其下有將由「署長」決定，其決定為最終決定及對「承租人」具約束力。

13 「該租契」條款第3.26條訂明：

- (a) 「該土地」是連同「承租人」、其租客、傭工、訪客、工人及在該方面獲「承租人」授權的其他人士不時及在「批租年期」內的所有時間，為妥善使用和享用與「該土地」相關的所有合法目的，在「署長」批准的高度內往返、沿經、跨越、路經及途經在「該租契」的附圖(「附圖」)上以棕色標示的政府土地之部分(「棕色範圍」)的非專有權利一併批出。
- (b) 「承租人」須在2023年3月31日前或「署長」可指明的其他時限內，自費按「署長」所要求或批准的方式、物料及標準，在獲授予「該租契」條款第3.26(a)條所指的通行權行經及沿經的「棕色範圍」上興建一條鋪平道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠及「署長」可能要求的其他構築物，但對附近可能獲授予整個「棕色範圍」或其任何部分通行權的任何其他地段業主所造成的滋擾應減至最低。
- (c) 「承租人」須自費維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令「署長」滿意，且「承租人」須對其整體負責，猶如其為「棕色範圍」的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權行經及沿經的「棕色範圍」的其中部分或影響其斜度時，「承租人」不得提出任何索償，且「承租人」須自費對其興建的鋪平道路進行所有由此產生的改動，令「署長」滿意。
- (e) 「承租人」獲授予的「該租契」條款第3.26(a)條所指的通行權並沒有授予「承租人」對「棕色範圍」的專有權利。政府有權在任何時候將「棕色範圍」或其任何部分的通行權授予鄰近任何其他地段目前或將來任何時候的業主，或於任何時候接管「棕色範圍」的全部或任何部份作公眾街道，而毋須向「承租人」或其他獲授予「棕色範圍」的全部或任何部份通行權的業主支付任何賠償。

- (ii) if the spaces provided in accordance with Clause No. 3.23(a) of the said lease are provided at or above ground level or the spaces provided in accordance with Clause No. 3.23(c) of the said 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 said lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 3.23 of the said 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.

13 Clause No. 3.26 of the said lease stipulates that:

- (a) The said land is granted together with a non-exclusive right for the Lessee, its tenants, servants, visitors, workmen and other persons authorized by the Lessee in that behalf from time to time and at all times during the Lease Term for all lawful purposes connected with the proper use and enjoyment of the said land to pass and repass on, along, over, by and through all that portion of Government land shown coloured brown on the plan annexed to the said lease (“the Plan”) (“the Brown Area”) at such levels as may be approved by the Director.
- (b) The Lessee shall, before the 31st day of March 2023 or within such other time limit as may be specified by the Director, at the Lessee’s own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains and other structures as the Director may require on the Brown Area over and along which a right of way referred to in Clause No. 3.26(a) of the said lease is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Lessee shall at its own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director.
- (e) The grant of the right of way referred to in Clause No. 3.26(a) of the said lease shall not give the Lessee the exclusive right over the Brown Area. The Government shall have the right at any time to grant rights of way over the Brown Area or any portion thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over at any time the whole or any portion of the Brown Area for the purposes of a public road without payment of any compensation to the Lessee or to any other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

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- (f) 如果「承租人」不履行其在「該租契」條款第3.26(b)條及第3.26(c)條的義務，政府可進行必要的建造、保養及維修工程，費用由「承租人」承擔，「承租人」須應要求向政府支付相等於該等費用的金額，該金額由「署長」決定，其決定為最終決定及對「承租人」具約束力。
- (g) 即使已授予「該租契」條款第3.26(a)條所指的通行權，政府有充分權利和權力在向「承租人」發出不少於14天的書面通知(緊急情況除外)後，在「署長」絕對酌情認為合適時，鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新在目前或今後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」(如「該租契」條款第4.9條所定義)，修補因此引致的任何及所有損害；「署長」、其人員、承辦商、工人及獲其授權的任何其他人士有權在不論是否備有工具、設備、機械、機器或汽車，在任何時候為上述目的自由進出、往返及再經過「棕色範圍」。未經「署長」事先書面批准，「承租人」不得干擾或容許任何人干擾在目前或今後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」。政府、「署長」、其人員、承辦商、工人及獲其授權的任何其他人士(除了修補因行使上述任何權利和權力引致的任何及所有損害外)毋須因行使「該租契」條款第3.26(g)條所賦予的權利和權力而產生或附帶產生對「承租人」造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得向任何或所有上述人士提出索償或反對。

14 「該租契」條款第3.27條訂明：

- (a) 在「該土地」展開任何工程之前，「承租人」必須諮詢香港鐵路有限公司(下稱「該公司」)，以確保任何該等工程不會損害、干預或危害任何鐵路工程、構築物、設施或裝置或鐵路之安全運作(鐵路據《香港鐵路條例》第2條定義)(以下分別稱為「鐵路」和「鐵路條例」)(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取「該公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作的安全。就「該租契」條款第3.27(a)條而言，「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程。
- (b) 「承租人」須遵守與履行一切條例，包括但不限於「鐵路條例」、《九廣鐵路公司條例》、當其時有效並關乎「鐵路」之章程及規例及其任何修訂。
- (c) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「鐵路」或其附近的任何建築物的任何部分提出的一切要求。

- (f) In the event of the non-fulfilment of the Lessee's obligations under Clauses Nos. 3.26(b) and 3.26(c) of the said lease, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.
- (g) Notwithstanding the grant of the right of way referred to in Clause No. 3.26(a) of the said lease, the Government shall have the full right and power upon giving to the Lessee not less than 14 days' written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovise, replace, inspect, operate, repair, maintain and renew the Services (as defined in Clause No. 4.9 of the said lease) which are now or may hereafter be upon over under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit making good any and all damage caused thereby and the Director his officers contractors workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Services which are now or may hereafter be upon over under or adjacent to the Brown Area without prior written approval from the Director. The Government, the Director, their officers, contractors, workmen and any other persons authorized by them shall (save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers) 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 and powers conferred under Clause No. 3.26(g) of the said lease and no claim nor objection shall be made against any or all of them by the Lessee.

14 Clause No. 3.27 of the said lease stipulates that:

- (a) Prior to the commencement of any works whatsoever on the said land, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance (hereinafter referred to as "the Railway" and "the MTR Ordinance" respectively) (as to which the decision of the Director shall be conclusive), and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway. For the purpose of Clause No. 3.27(a) of the said lease, "works" shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.
- (b) The Lessee shall observe and comply with all Ordinances, including but not be limited to the MTR Ordinance and the Kowloon-Canton Railway Corporation Ordinance, By-laws and Regulations for the time being in force and relating to the Railway and any amendments thereto.
- (c) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.

- (d) 「承租人」須准許「署長」、「該公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、車輛、機器或設備進出、往返及再經過「該土地」或其任何部分和已建於其上的任何建築物，以進行工程及進行與「鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第3.27(d)條所賦予的權利所產生或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得就任何損失、損害、滋擾或干擾向「署長」或上述人士提出索償。
- (e) 在「經營權有效期」(據《香港鐵路條例》第2條定義)外的任何時間九廣鐵路公司(下稱「九鐵」)須營運「九鐵公司鐵路」(據《香港鐵路條例》第2條定義)(下稱「九鐵鐵路」)。在沒有進一步或其他情況下，就「九鐵鐵路」而言，任何於「該租契」條款第3.27(a)至(d)條對「該公司」和「鐵路」的提述在適當的情況下分別指「九鐵」及「九鐵鐵路」。

15 「該租契」條款第3.28條訂明：

- (a) (i) 除非事先得到渠務署署長書面同意，否則不得在「該租契」的「附圖」上以粉紅加黑斜線標示及標記為「D.R.」的渠務專用範圍(「渠務專用範圍」)上、上方、下面、之上、之下或之內豎立、興建或放置任何植物、建築物、構築物或任何建築物或構築物的支撐物件。除非車輛可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。「署長」就何謂可隨時駛走的車輛的決定為最終決定，並對「承租人」具約束力。
- (ii) 儘管「該租契」條款第3.28(a)(i)條有所規定，在獲得渠務署署長事先書面同意並受制於渠務署署長可施加的條款及條件，「承租人」可於「渠務專用範圍」之上或之內豎立、興建或放置或允許他人豎立、興建或放置經渠務署署長批准的可移除混凝土花槽、金屬閘門及圍欄、混凝土表面渠道及坑道、小型工程及植物，惟假如及當渠務署署長要求時，「承租人」須自費在渠務署署長指明的時間內並在各方面均令渠務署署長滿意下，移除或拆卸該等可移除混凝土花槽、金屬閘門及圍欄、混凝土表面渠道及坑道、小型工程及植物或其中任何部分，並使「渠務專用範圍」或其任何部分恢復原狀。如「承租人」未能在指定時間內進行該等移除、拆卸或恢復原狀工程或因應緊急情況而被要求時，渠務署署長可進行其認為必須的該等工程，而「承租人」須按要求向政府支付該等工程的費用。

- (d) The Lessee shall permit the Director and the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the said land or any part thereof and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director or his duly authorized officers, servants and contractors 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 right conferred under Clause No. 3.27(d) of the said lease and no claim shall be made against him or them by the Lessee in respect of any loss, damage, nuisance or disturbance.
- (e) At any time outside the Concession Period as defined under section 2 of the MTR Ordinance, the Kowloon-Canton Railway Corporation (hereinafter referred to as "KCRC") shall operate the KCRC Railway as defined under section 2 of the MTR Ordinance (hereinafter referred to as "the KCRC Railway"), and in so far as the KCRC Railway is concerned but not further or otherwise, any reference to the Corporation and the Railway in Clauses Nos. 3.27(a) to (d) of the said lease shall where appropriate mean KCRC and the KCRC Railway respectively.

15 Clause No. 3.28 of the said lease stipulates that:

- (a) (i) Except with the prior written consent of the Director of Drainage Services, no plantings, 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 and marked "D.R." on the Plan ("the Drainage Reserve Area"). 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.
- (ii) Notwithstanding Clause No.3.28(a)(i) of the said lease, with the prior written consent of the Director of Drainage Services and subject to such terms and conditions as he may impose, the Lessee may erect or construct or place or permit to be erected or constructed or placed on or within the Drainage Reserve Area removable concrete planters, metal gate and fence, concrete surface channel and trench, a minor structure or structures and plantings as may be approved by the Director of Drainage Services provided that if and when required by the Director of Drainage Services, the Lessee shall at its own expense, within the period specified by and in all respects to the satisfaction of the Director of Drainage Services, remove or demolish such removable concrete planters, metal gate and fence, concrete surface channel and trench, minor structure or structures and plantings or any part thereof and reinstate the Drainage Reserve Area or any part thereof. If the Lessee fails to carry out such removal demolition or reinstatement works within the period specified or as required in an emergency, the Director of Drainage Services may carry out such works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

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- (b) 任何可能阻塞「該租契」條款第3.28(c)條所指的「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」以各方面均令渠務署署長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清除、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、獲其正式授權的人員、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、往返及或再經過「該土地」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(「公用設施」)。
- (d) 政府、渠務署署長、其人員、承辦商及工人毋須對政府或上述人士行使「該租契」條款第3.28(b)條及3.28(c)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、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。

16 「該租契」條款第3.29條訂明：

- (a) 「承租人」明文確認及接受，在鄰近「該土地」的地方(如「附圖」所標示及標記)有截至「該租契」日期當日已建或擬於「該租契」日期後任何時候建成的一些屬於政府的公路構築物(以下統稱「公路構築物」)。「承租人」不得就或因應「公路構築物」作出或提出不論性質為何的任何反對或索償。
- (b) 除非獲路政署署長事先書面批准，「承租人」不得干預或對「公路構築物」進行任何工程。
- (c) 「承租人」明文確認及接受「公路構築物」在車輛影響下易容易受到嚴重損害。「承租人」不得：
 - (i) 對「公路構築物」構成任何威脅或造成任何損害，或以對「公路構築物」構成任何威脅或造成任何損害的方式使用、允許或容許他人如此使用「該土地」或其任何部分或已建或擬建於其上的任何建築物或構築物或其部分；

- (b) No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in Clause No. 3.28(c) of the said 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 own 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 said land 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 ("the Utilities") which the Government, the Director of Drainage Services, its or their officers, contractors and workmen may require or authorize.
- (d) 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 Clauses Nos. 3.28(b) and 3.28(c) of the said 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.

16 Clause No. 3.29 of the said lease stipulates that:

- (a) The Lessee expressly acknowledges and accepts that there are as at the date of the said lease erected, or will at any time after the date of the said lease be erected, adjacent to the said land as shown and marked on the Plan, some highways structures belonging to the Government (hereinafter collectively referred to as "the Highways Structures"). No objection or claim of whatsoever nature shall be made or raised by the Lessee in respect or on account of the same.
- (b) Except with the prior written approval from the Director of Highways, the Lessee shall not interfere with or carry out any work to the Highways Structures.
- (c) The Lessee expressly acknowledges and accepts that the Highways Structures are susceptible to severe damage under vehicular impact. The Lessee shall not:
 - (i) pose any hazard or cause any damage to the Highways Structures, or use or permit or suffer the use of the said land or any part thereof or any building or structure or part of any building or structure erected or to be erected thereon in such a way as to pose any hazard or cause any damage to the Highways Structures;

- (ii) 在「該土地」內進行路政署署長(其意見為最終決定並對「承租人」具約束力)認為會影響「公路構築物」的任何工程；
 - (iii) 固定或安裝不論性質為何的任何裝置、設備或附加物於「公路構築物」或其支撐結構或支柱，除非已獲得路政署署長的事先書面批准；或
 - (iv) 於「公路構築物」之上方或其附近地方提高地面水平或施加超過20千帕斯卡的壓力於現有的地面水平，除非已獲得路政署署長的事先書面批准。就「該租契」條款第3.29(c)(iv)條而言，路政署署長就何謂「公路構築物」附近的決定為最終決定，並對「承租人」具約束力。
- (d) 在不影響「該租契」條款第3.29(b)及(c)條的情況下，「承租人」須於「批租年期」的所有時間內，自費：
- (i) 採取及實施所有路政署署長(其意見為最終決定並對「承租人」具約束力)認為必需及足夠的措施，以保護「公路構築物」，使其免受損害或威脅及符合路政署署長可不時指明或要求的所有相關要求。在此方面，除非已獲得路政署署長就使用其他形式的保護性措施的事先書面同意，否則須遵從路政署標準圖則編號H2128及H2129的最新版本，使用未拉緊波浪防撞欄作保護「公路構築物」之用；
 - (ii) 以謹慎及技巧行事，及在「該土地」進行工程的所有時間內採取步驟及預防措施，以避免對「公路構築物」構成任何威脅或造成任何損害；及
 - (iii) 在各方面均令路政署署長滿意下，修復任何「承租人」對「公路構築物」造成的任何損害。
- (e) 「承租人」須在「批租年期」的所有時間內准許政府、路政署署長、其人員、承辦商、代理人及任何獲其授權的人士，不論是否備有工具、設備、機械、機器、保養車輛或汽車，有權自由及不受限制地進出、往返及再經過「該土地」，包括「該土地」於「附圖」上以粉紅色加紅斜線標示的該部分(下稱「粉紅色加紅斜線範圍」)，以檢驗、檢查、保養、維修、升級、拆卸及建造「公路構築物」。
- (f) 除非獲路政署署長事先書面同意，不得於「粉紅色加紅斜線範圍」上、上方、下面、之上、之下或之內豎立或興建任何建築物、構築物或任何建築物或構築物的支撐物件。
- (ii) carry out any works within the said land which in the opinion of the Director of Highways (whose opinion shall be final and binding on the Lessee) may affect the Highways Structures;
 - (iii) affix or fix any plant, equipment or attachment of whatsoever nature to the Highways Structures or its supporting structures or columns unless the prior written approval of the Director of Highways has been obtained; or
 - (iv) raise the ground level or impose a surcharge of more than 20 kilopascals onto the existing ground level, over or in close proximity to the Highways Structures, unless the prior written approval of the Director of Highways has been obtained. For the purpose of Clause No. 3.29(c)(iv) of the said lease, the decision of the Director of Highways as to what constitutes in close proximity to the Highways Structures shall be final and binding on the Lessee.
- (d) Without prejudice to Clauses Nos. 3.29(b) and (c) of the said lease, the Lessee shall at all times during the Lease Term, at its own expense:
- (i) take and implement all such measures which in the opinion of the Director of Highways (whose opinion shall be final and binding on the Lessee) are necessary and adequate to protect the Highways Structures from damage or hazard and comply with all related requirements as the Director of Highways may from time to time specify or require, and in this regard, the latest version of the Highways Department Standard Drawings Nos. H2128 and H2129 using untensioned corrugated beam barrier for protection of the Highways Structures shall be followed, unless the prior written consent of the Director of Highways to the use of other form of protective measures has been obtained;
 - (ii) use care and skill, and take steps and precautions at all times when carrying out works within the said land to avoid posing any hazard or causing any damage to the Highways Structures; and
 - (iii) make good, in all respects to the satisfaction of the Director of Highways, any damage to the Highways Structures caused by the Lessee.
- (e) The Lessee shall, at all times throughout the Lease Term, permit the Government, the Director of Highways, its or their officers, contractors and agents and any persons authorized by them the free and unrestricted right of ingress, egress and regress to, from and through the said land including the portion of the said land shown coloured pink hatched red on the Plan (hereinafter referred to as “the Pink Hatched Red Area”) with or without tools, equipment, plant, machinery, maintenance vehicles or motor vehicles for the purposes of inspecting, checking, maintaining, repairing, upgrading, demolishing and constructing the Highways Structures.
- (f) Except with the prior written consent of the Director of Highways, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the Pink Hatched Red Area.

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- (g) 政府、路政署署長、其人員、承辦商、代理人及任何獲其授權的人士毋須就「公路構築物」的存在或履行「承租人」於「該租契」條款第3.29(d)條下的義務或行使「該租契」條款第3.29(e)下的權利或其他情況下因此或所產生或附帶產生而對「承租人」或其他人士造成或使「承租人」或其他人士蒙受的任何損害、滋擾或干擾承擔任何責任，且「承租人」無權就任何該等損失、損害、滋擾或干擾向政府、路政署署長、其人員、承辦商、代理人及任何獲其授權的人士提出索償。
- (h) 「承租人」須就下述各項所引致(不論是直接或間接引致的)或與之相關的一切責任、損失、損害、索償、支出、成本、費用、要求、法律行動及訴訟向政府、路政署署長、其人員、承辦商、代理人及任何獲其授權的人士作出彌償，並使上述人士持續得到彌償：
 - (i) 進行路政署署長在「該租契」條款第3.29(b)下批准的任何工程；
 - (ii) 任何「承租人」對「公路構築物」的干預；及
 - (iii) 任何「該租契」條款第3.29(b)、(c)、(d)、(e)和(f)條下「承租人」義務的不履行或任何「該租契」條款第3.29(b)、(c)、(d)、(e)和(f)條的不遵守。
- (i) 就「該租契」條款第3.29(a)至(h)條而言，「署長」就何謂地面水平的決定為最終決定，並對「承租人」具約束力。

17 「該租契」條款第4.2條訂明：

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

18 「該租契」條款第4.3條訂明：

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

- (g) The Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them shall have no liability in respect of any damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person whether by reason or arising out of or incidental to the presence of the Highways Structures or the fulfilment of the Lessee's obligations under Clause No. 3.29(d) of the said lease or the exercise of the rights under Clause No. 3.29(e) of the said lease or otherwise, and no claim whatsoever shall be made against the Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (h) The Lessee shall indemnify and keep indemnified the Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with:
 - (i) the carrying out of any work as may be approved by the Director of Highways under Clause No. 3.29(b) of the said lease;
 - (ii) any interference with the Highways Structures by the Lessee; and
 - (iii) any non-fulfilment of the Lessee's obligations under Clauses Nos. 3.29(b), (c), (d), (e) and (f) of the said lease or any non-compliance with Clauses Nos. 3.29(b), (c), (d), (e) and (f) of the said lease.
- (i) For the purposes of Clauses Nos. 3.29(a) to (h) of the said lease, the decision of the Director as to what constitutes the ground level shall be final and binding on the Lessee.

17 Clause No. 4.2 of the said lease stipulates that:

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

18 Clause No. 4.3 of the said lease stipulates that:

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

19 「該租契」條款第4.4條訂明：

除非獲「署長」事先書面同意，「承租人」不得削去、移走或後移任何相鄰或毗連「該土地」的政府土地或進行任何補強、填土或任何類型的斜坡護土工程。給予同意時，「署長」可憑其酌情權加入任何其認為合適的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該土地」的延伸。

20 「該租契」條款第4.5條訂明：

- (a) 如果任何土地存在或已經被削去、移走或後移或補強或填土或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該土地」內或任何政府土地內，旨在構建、平整或開發「該土地」或其中任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該土地」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」內自費維持「該土地」、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(a)條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「該土地」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復或彌補，使「署長」滿意，並須就不論任何通過或因倒塌、山泥傾瀉或沉降而必然或可能造成、承受或引致的所有費用、支出、損害、要求、及索償對政府、其代理人及承辦商作出彌償。
- (d) 除了「該租契」規定對違返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「該土地」、斜坡處理工程、護土牆或其他承托物、保護物和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明的期限內，遵從該通知要求，並使「署長」滿意，「署長」可立即執行和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，連同任何行政或專業費用及開支。

19 Clause No. 4.4 of the said lease stipulates that:

The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the said land 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 said land at such premium as he may determine.

20 Clause No. 4.5 of the said 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 said land 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 said land or any part thereof or any other works required to be done by the Lessee under the said 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 said land 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 Clause No. 4.5(a) of the said lease shall prejudice the Government's rights under the said lease, in particular Clause No. 4.4 of the said 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 said land or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and covenants contained in the said 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.

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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「該土地」使用碎石設備。

22 「該租契」條款第4.7條訂明：

如果在發展或重建「該土地」或其中任何部分時已安裝預應力地樁，則在其整個使用年期內，「承租人」須自費以令「署長」滿意的方式對預應力地樁進行定期保養及監察，並在「署長」不時依其絕對酌情認為需要時提供上述此類監察工程的報告和資料給「署長」，如「承租人」不理會或未能進行上述要求的定期監察工程，「署長」可隨即執行及進行所需的定期監察工程，而「承租人」須按要求時償還給政府該等工程的費用。

23 「該租契」條款第4.8條訂明：

- (a) 倘若來自「該土地」或受「該土地」任何發展項目影響的其他範圍的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢物」)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、排水渠、明渠或其他政府物業(下稱「政府的物業」)，「承租人」須自費清理該等廢物並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所引致的一切法律行動、索償及要求對政府作出彌償。
- (b) 儘管「該租契」條款第4.8(a)條有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理廢物並對「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「該土地」及「棕色範圍」或其中部分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

21 Clause No. 4.6 of the said lease stipulates that:

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

22 Clause No. 4.7 of the said lease stipulates that:

Where prestressed ground anchors have been installed, upon development or redevelopment of the said land or any part thereof, the Lessee shall at its own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Lessee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Lessee shall on demand repay to the Government the cost thereof.

23 Clause No. 4.8 of the said lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the said land, or from other areas affected by any development of the said land being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding Clause No. 4.8(a) of the said 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 said 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 said land and the Brown 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

一切方面維修、彌補及修復因上述「工程」對「該土地」及「棕色範圍」或其中部分或任何「服務設施」所造成的任何損壞、干擾或阻礙，使「署長」滿意(除非「署長」另作選擇，明渠、污水渠、雨水渠或總水管之修復須由「署長」進行，「承租人」須在按要求時向政府支付該等工程費用)。如果「承租人」未能對「該土地」及「棕色範圍」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

25 「該租契」條款第4.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切法律行動、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠(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任何上述人正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)以往來該等毗連或鄰近土地或處所。

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 said land and the Brown 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 said land and the Brown 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 of the said lease stipulates that:

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

26 Clause No. 5.3 of the said lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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 said land or any part thereof.

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- (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任何上述人士正式授權的人均獲保留權利隨時出入、經過和再經過「該土地」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「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任何上述人士正式授權的人行使「該租契」條款第5.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、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(a)條所指的所有及任何雨水渠、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)。

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「該土地」的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、樓板、天台樓板或間隔結構，致使該單位內部連結及可通往建於或擬建於「該土地」的任何毗連或相鄰住宅單位。至於何謂使一個單位內部連結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 said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

27 Clause No. 5.5 of the said lease stipulates that:

Except with the prior written consent of the Director, the Lessee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on the said land, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on the said land. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Lessee.

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

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

17 公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「棕色範圍」

(i) 批地文件的有關條文

除在本部分另有定義外，下述用詞的意義將等同於「批地文件的摘要」內該用詞的意義。請參閱「批地文件的摘要」。

「該租契」條款第3.26條訂明：

- (a) 「該土地」是連同「承租人」、其租客、傭工、訪客、工人及在該方面獲「承租人」授權的其他人士不時及在「批租年期」內的所有時間，為妥善使用和享用與「該土地」相關的所有合法目的，在「署長」批准的高度內往返、沿經、跨越、路經及途經「棕色範圍」的非專有權利一併批出。
- (b) 「承租人」須在2023年3月31日前或「署長」可指明的其他時限內，自費按「署長」所要求或批准的方式、物料及標準，在獲授予「該租契」條款第3.26(a)條所指的通行權行經及沿經的「棕色範圍」上興建一條鋪平道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠及「署長」可能要求的其他構築物，但對附近可能獲授予整個「棕色範圍」或其任何部分通行權的任何其他地段業主所造成的滋擾應減至最低。
- (c) 「承租人」須自費維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令「署長」滿意，且「承租人」須對其整體負責，猶如其為「棕色範圍」的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權行經及沿經的「棕色範圍」的其中部分或影響其斜度時，「承租人」不得提出任何索償，且「承租人」須自費對其興建的鋪平道路進行所有由此產生的改動，令「署長」滿意。
- (e) 「承租人」獲授予的「該租契」條款第3.26(a)條所指的通行權並沒有授予「承租人」對「棕色範圍」的專有權利。政府有權在任何時候將「棕色範圍」或其任何部分的通行權授予鄰近任何其他地段目前或將來任何時候的業主，或於任何時候接管「棕色範圍」的全部或任何部份作公眾街道，而毋須向「承租人」或其他獲授予「棕色範圍」的全部或任何部份通行權的業主支付任何賠償。
- (f) 如果「承租人」不履行其在「該租契」條款第3.26(b)條及第3.26(c)條的義務，政府可進行必要的建造、保養及維修工程，費用由「承租人」承擔，「承租人」須應要求向政府支付相等於該等費用的金額，該金額由「署長」決定，其決定為最終決定及對「承租人」具約束力。

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

1. THE BROWN AREA

(i) Relevant Provisions of the Land Grant

Unless otherwise defined in this section, capitalised and other terms used in the following shall have the same meaning of such terms used in the Summary of Land Grant. Please refer to the Summary of Land Grant for reference.

Clause No. 3.26 of the said lease stipulates that:

- (a) The said land is granted together with a non-exclusive right for the Lessee, its tenants, servants, visitors, workmen and other persons authorized by the Lessee in that behalf from time to time and at all times during the Lease Term for all lawful purposes connected with the proper use and enjoyment of the said land to pass and repass on, along, over, by and through the Brown Area at such levels as may be approved by the Director.
- (b) The Lessee shall, before the 31st day of March 2023 or within such other time limit as may be specified by the Director, at the Lessee's own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains and other structures as the Director may require on the Brown Area over and along which a right of way referred to in Clause No. 3.26(a) of the said lease is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Lessee shall at its own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director.
- (e) The grant of the right of way referred to in Clause No. 3.26(a) of the said lease shall not give the Lessee the exclusive right over the Brown Area. The Government shall have the right at any time to grant rights of way over the Brown Area or any portion thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over at any time the whole or any portion of the Brown Area for the purposes of a public road without payment of any compensation to the Lessee or to any other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Lessee's obligations under Clauses Nos. 3.26(b) and 3.26(c) of the said lease, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.

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- (g) 即使已授予「該租契」條款第3.26(a)條所指的通行權，政府有充分權利和權力在向「承租人」發出不少於14天的書面通知(緊急情況除外)後，在「署長」絕對酌情認為合適時，鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新在目前或今後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」(如「該租契」條款第4.9條所定義)，修補因此引致的任何及所有損害；「署長」、其人員、承辦商、工人及獲其授權的任何其他人士有權在不論是否備有工具、設備、機械、機器或汽車，在任何時候為上述目的自由進出、往返及再經過「棕色範圍」。未經「署長」事先書面批准，「承租人」不得干擾或容許任何人干擾在目前或今後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」。政府、「署長」、其人員、承辦商、工人及獲其授權的任何其他人士(除了修補因行使上述任何權利和權力引致的任何及所有損害外)毋須因行使「該租契」條款第3.26(g)條所賦予的權利和權力而產生或附帶產生對「承租人」造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得向任何或所有上述人士提出索償或反對。

(ii) 「公契」的有關條文

除在本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(be)項，「經理人」有權力、職能和責任維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令地政總署署長滿意。

2. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第4.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切法律行動、索償及要求自行負責並向政府及其人員作出彌償。

- (g) Notwithstanding the grant of the right of way referred to in Clause No. 3.26(a) of the said lease, the Government shall have the full right and power upon giving to the Lessee not less than 14 days' written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew the Services (as defined in Clause No. 4.9 of the said lease) which are now or may hereafter be upon over under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit making good any and all damage caused thereby and the Director his officers contractors workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Services which are now or may hereafter be upon over under or adjacent to the Brown Area without prior written approval from the Director. The Government, the Director, their officers, contractors, workmen and any other persons authorized by them shall (save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers) 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 and powers conferred under Clause No. 3.26(g) of the said lease and no claim nor objection shall be made against any or all of them by the Lessee.

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

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

- i. Pursuant to Clause 18(be) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it to the satisfaction of the Director of Lands.

2. DRAINS AND CHANNELS

(i) Relevant Provisions of the Land Grant

Clause No. 4.10 of the said lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the said land or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the said land, and the Lessee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

- (b) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠（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，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

- i. 根據「公契」第四節第18條第(j)(1)及(2)項，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
- (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內以完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備；
- (2) 不論位於「該土地」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。
- ii. 根據「公契」第四節第18條第(r)項，「經理人」有權力、職能和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「該土地」、「該租契」條款第3.17(a)條要求提供及保養的休憩場地、斜坡、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「該土地」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)達至地政總署署長、渠務署署長或其他政府部門(視情況而定)滿意。
- iii. 根據「公契」第四節第18條第(ax)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式建造和保養「該租契」條款第4.10(a)條所指的排水渠及渠道。
- iv. 根據「公契」第四節第18條第(ay)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(c)條所指的全部或任何雨水渠、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)。

- (b) The works of connecting any drains and sewers from the said land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

(ii) Relevant Provisions of the DMC

- i. Pursuant to Clause 18(j)(1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
- (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in, under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;
- (2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.
- ii. Pursuant to Clause 18(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be) all the said land, the open space required to be provided and maintained under Clause No. 3.17(a) of the said lease, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- iii. Pursuant to Clause 18(ax) 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 in Clause 4.10(a) of the said lease to the satisfaction of the Director of Lands.
- iv. Pursuant to Clause 18(ay) 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 No. 5.3(c) of the said lease to the satisfaction of the Director of Lands.

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- v. 根據「公契」第七節第51(a)條第(v)項，由「經理人」準備的周年財政預算的第一部分應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)，以及位於「該土地」內或外專為「該土地」及／或「屋苑」提供服務(專為「住宅大廈」或「停車場」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vi. 根據「公契」第七節第51(a)條第(xx)項，由「經理人」準備的周年財政預算的第一部分應包括製造、建造、修理和修改所有或任何「屋苑」或其任何與其它相鄰或毗鄰的樓宇共用的部分所需要的或所擁有的道路、巷道、行人道、渠道、籬笆及公用牆(構成「住宅單位」之部分除外)、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。

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

i. 「棕色範圍」

(i) 批地文件的有關條文

請參閱上文第A1(i)(a)、A1(i)(b)、A1(i)(c)、A1(i)(d)、A1(i)(e)、A1(i)(f)及A1(i)(g)段。

(ii) 「公契」的有關條文

請參閱上文第A1(ii)段。

ii. 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條訂明：

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

- v. Pursuant to Clause 51(a)(v) of Section VII of the DMC, the first part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks or the Car Park), or that are required to be maintained under the said lease.
- vi. Pursuant to Clause 51(a)(xx) of Section VII of the DMC, the first part of the annual budget prepared by the Manager shall cover the expenses for 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 (excluding those forming part of the Residential Unit(s)), cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto.

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

i. THE BROWN AREA

(i) Relevant Provisions of the Land Grant

Please see paragraphs A1(i)(a), A1(i)(b), A1(i)(c), A1(i)(d), A1(i)(e), A1(i)(f) and A1(i)(g) above.

(ii) Relevant Provisions of the DMC

Please see paragraphs A1(ii)i above.

ii. UTILITY OR OTHER SERVICES

(i) Relevant Provisions of the Land Grant

Clause No. 5.3 of the said lease stipulates that:

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly 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 said land 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任何上述人士正式授權的人均獲保留權利隨時出入、經過和再經過「該土地」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「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任何上述人士正式授權的人行使「該租契」條款第5.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、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(a)條所指的所有及任何雨水渠、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)。

(ii) 「公契」的有關條文

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant (“DMC”)

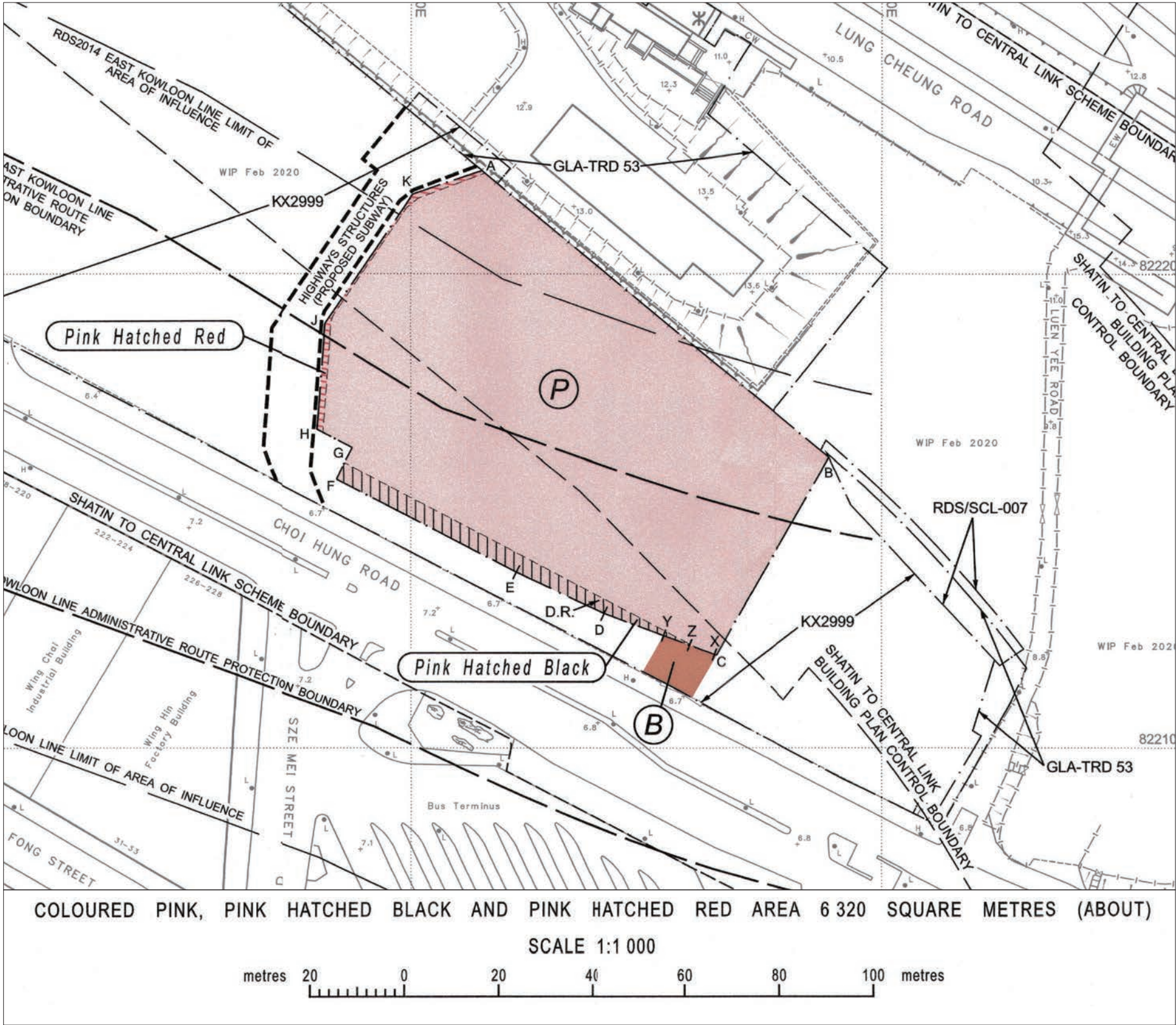
Please see paragraphs A2(ii)i, A2(ii)ii, A2(ii)iii, A2(ii)iv, A2(ii)v and A2(ii)vi above.

- 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

- 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

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

啟翔苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the said Lease of Kai Cheung Court



圖例 NOTATION

	粉紅色加黑斜線 Pink Hatched Black
	粉紅色加紅斜線 Pink Hatched Red
	棕色 Brown

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.