

出售居者有其屋計劃單位

SALE OF HOME OWNERSHIP SCHEME FLATS

2022

彩禾苑
Choi Wo Court

售樓說明書

SALES BROCHURE



01 一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

你在購置彩禾苑居者有其屋計劃(下稱「居屋」)單位之前，應留意下列事項：

1 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽香港房屋委員會(下稱「房委會」)作為賣方就出售彩禾苑單位所指定的互聯網網站(下稱「指定網站」)(www.housingauthority.gov.hk/hos/2022/ChoiWo)內的有關資訊，包括售樓說明書、價單及彩禾苑單位的成交紀錄冊。
- 彩禾苑的售樓說明書及有關價單，會在該項目的首個選購單位日期前向公眾發布。
- 在指定網站內載有彩禾苑單位成交資料的成交紀錄冊，以供查閱。

2 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向房委會客務中心居屋銷售小組(下稱「居屋銷售小組」)了解，你須付予房委會或彩禾苑管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及/或清理廢料的費用(如有)。

3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。
- 留意價單所載列的支付條款。
- 綠表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣五萬九千元正(HK\$59,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之五)，若上述本票金額不足選購單位樓價的百分之五，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 白表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣十一萬八千元正(HK\$118,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之十)，若上述本票金額不足選購單位樓價的百分之十，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 如你擬選用名列於房委會公布名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Choi Wo Court:

1 Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the Hong Kong Housing Authority (HA) as vendor for the sale of flats in Choi Wo Court (designated website) (www.housingauthority.gov.hk/hos/2022/ChoiWo), including the sales brochure, price list and the register of transactions of the flats in Choi Wo Court.
- Sales brochure and price list for Choi Wo Court will be made available to the general public before the first date of flat selection of the Development.
- Information on transactions of the flats in Choi Wo Court can be found on the register of transactions on the designated website.

2 Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the HOS Sales Unit at the HA Customer Service Centre (HOS Sales Unit) the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the HA or the manager of Choi Wo Court.

3 Price list, payment terms and mortgage loan arrangement

- The HA will offer to sell all the residential properties that are covered in a price list.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser must, at the time of signing the Agreement for Sale and Purchase (ASP) at the HOS Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$59,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 5% of the purchase price). If the amount of such cashier's order(s) is less than 5% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash or company cheque will not be accepted).
- The White Form Purchaser must, at the time of signing the ASP at the HOS Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$118,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 10% of the purchase price). If the amount of such cashier's order(s) is less than 10% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash or company cheque will not be accepted).
- If you intend to opt for any mortgage plans offered by banks or financial institutions on the approved list provided by the HA, before entering into an ASP, you must study the details of various mortgage loan arrangement as set out in the price list and other sales documents concerned. If you have any questions about mortgage loan plans, you should check with the banks or financial institutions concerned direct before entering into an ASP.

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- 按揭貸款安排的資料包括可獲得的按揭貸款金額上限、最長還款年期、最高按揭利率，須繳付的行政費以及買方所需的其他按揭貸款安排的相關批准(如適用)。

4 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部及內部尺寸。售樓說明書所提供有關住宅物業外部及內部的尺寸，不會把批盪和裝飾物料包括在內。買方收樓前如欲購置家具，應留意這點。
 - 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項：
 - (i) 每個住宅物業的外部尺寸；
 - (ii) 每個住宅物業的內部尺寸；
 - (iii) 每個住宅物業的內部間隔的厚度；
 - (iv) 每個住宅物業內個別分隔室的外部尺寸。
 - 根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的

- The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, mortgage interest rate, the payment of administrative fees and necessary approvals for other mortgage arrangement required by the purchaser (if applicable).

4 Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property— (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property — air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
 - According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following:
 - (i) the external dimensions of each residential property;
 - (ii) the internal dimensions of each residential property;
 - (iii) the thickness of the internal partitions of each residential property;
 - (iv) the external dimensions of individual compartments in each residential property.
 - According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5 Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure:
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the

資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」：

- 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
- 室內和外部的裝置、裝修物料和設備；
- 管理費按甚麼基準分擔；
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

6 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。房委會會在居屋銷售小組提供政府批地文件和公契(或公契擬稿)的複本，供準買方免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關住宅物業內可否飼養動物。

7 售樓處內有關可供揀選住宅物業的資料

- 向居屋銷售小組查詢清楚有那些一手住宅物業可供揀選。你可從居屋銷售小組展示的「銷售情況表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日內有那些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立買賣協議。

8 成交紀錄冊

- 留意發展項目的成交紀錄冊。房委會須於買賣協議訂立後一個工作天內，披露該買賣協議的資料。你可透過成交紀錄冊得悉發展項目的銷售情況。

9 買賣協議

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在買賣協議上列明。
- 留意夾附於買賣協議的圖則。該圖則會顯示所有賣方售予你的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，物業的買賣合約會載有條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)批准後的14日內，將該項改動以書面通知買方。

enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;

- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualise the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

6 Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The HA will provide copies of the Government land grant and the DMC (or the draft DMC) at the HOS Sales Unit for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7 Information on availability of residential properties for selection at sales office

- Check with the HOS Sales Unit which residential properties are available for selection. You may check from the status of sale of flats table displayed at the HOS Sales Unit on the progress of sale on a date of sale, including which residential properties have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into an ASP rashly.

8 Register of transactions

- Pay attention to the register of transactions for a development. The HA must, within 1 working day after entering into an ASP, enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

9 Agreement for sale and purchase

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the floor plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. A provision is incorporated in an ASP for uncompleted development requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)).

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- 於居屋銷售小組簽署買賣協議時，你須向房委會繳付不少於樓價的百分之五(適用於綠表申請人)或不少於樓價的百分之十(適用於白表申請人)作為定金(請參閱第一頁的第三項有關價單、支付條款及按揭貸款安排)。
- 若你要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於樓價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，你須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。

10 委聘律師

- 你應在參與選購單位前，自行聘請你屬意的律師行，代表你處理買樓交易。請注意，房委會的律師只代表房委會，並不能保障你的權益。如你自行聘請律師行，該律師行便能夠在購樓交易的每個階段向你提供獨立意見及就購樓交易有關的風險、權利及任何其他事宜提供意見。你須注意你會在房委會職員面前簽署買賣協議，有關職員只會向你詮釋買賣協議內容及見證你簽署買賣協議。如你沒有自行委託律師代表你完成購樓交易，房委會的律師只會向你詮釋轉讓契據的內容及見證你簽署轉讓契據，並不會在交易過程中代表你。你需明白房委會的職員及房委會律師並不會就有關買賣協議或任何有關事宜，向你提供法律意見。
- 比較不同律師的收費。
(請參閱第74頁的對買方的警告)

適用於一手未落成住宅物業

11 預計關鍵日期及收樓日期

- 查閱售樓說明書中彩禾苑的預計關鍵日期。
 - 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
 - 售樓說明書中彩禾苑的預計關鍵日期並不同買方的「收樓日期」。
- 彩禾苑的收樓日期：
 - 房委會須於彩禾苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
 - 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。
 - 有關物業的買賣須於房委會發出上述通知的日期的14日內完成。有關物業的買賣完成後，房委會將安排買方收樓事宜。
- 委任建築師可批予在預計關鍵日期之後完成彩禾苑。
 - 房委會有權獲得委任建築師在顧及純粹由以下一個或多於一個原因所導致的延

- At the time of signing the ASP at the HOS Sales Unit, a deposit of not less than 5% of the purchase price (for Green Form applicants) or not less than 10% of the purchase price (for White Form applicants) is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).
- If you request for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, you are required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.

10 Appointment of solicitor

- Before attending flat selection, you are urged to engage a separate firm of solicitors of your choice to act for you in relation to the transaction. Please note that the solicitors appointed by the HA are acting for the HA only and will not be able to protect your interest. If you appoint a separate firm of solicitors, that firm of solicitors will be able to give independent advice to you at every stage of the purchase and advise you on your risks and rights and any other matters in connection with your purchase. It should be noted that the ASP shall be signed by you before the staff of the HA who will only interpret the contents of the ASP to you and attest your signing of the ASP. If you do not appoint a separate firm of solicitors to act for you in the completion of the purchase, the solicitors of the HA will only interpret the contents of the assignment to you and attest your execution and will not act for you in the transaction. It is important to note that the staff and the solicitors of the HA will not give any legal advice to you on the ASP or any other matters in connection with the transaction.
- Compare the charges of different solicitors.
(Please refer to Warning to Purchasers on page 74)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Choi Wo Court in the sales brochure.
 - “Material date” means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of “material date”, please refer to section 2 of the Ordinance.
 - The estimated material date for Choi Wo Court in the sales brochure is not the same as the date on which a residential property is handed over to purchaser.
- Handing over date for Choi Wo Court:
 - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Choi Wo Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
 - The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).
 - The sale and purchase shall be completed within 14 days after the date of the notification aforesaid. Upon completion of the sale and purchase, the HA shall arrange handover of the property to the purchaser.
- Appointed Architect may grant extension(s) of time for completion of Choi Wo Court beyond the estimated material date.
 - The HA is entitled to an extension of time for completion of the development beyond the estimated material

遲後，批予在預計關鍵日期之後，完成發展項目：

- 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他房委會所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
- 委任建築師可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 房委會須於委任建築師批予延期後的14日內，向買方提供有關延期證明書的文本。
 - 如對收樓日期有任何疑問，可向房委會查詢。

適用於一手已落成住宅物業

12 賣方資料表格

- 確保取得最近三個月內印製有關你擬購買的一手已落成住宅物業的「賣方資料表格」。

13 買方須注意的其他事項

- 有關彩禾苑居屋單位的轉讓限制，請參閱第116及117頁。
- 本銷售計劃下出售的彩禾苑居屋單位的使用、佔用及轉讓限制(包括業權轉讓或出租限制)是受制於政府租契、買賣協議及轉讓契據所載的條款、契諾、條件和相關規定。

其他相關聯絡資料：

	電話	傳真	網址 / 電郵
一手住宅物業銷售監管局	2817 3313	2219 2220	www.srpa.gov.hk/ enquiry_srpa@hd.gov.hk
消費者委員會	2929 2222	2856 3611	www.consumer.org.hk/ cc@consumer.org.hk
地產代理監管局	2111 2777	2598 9596	www.eaa.org.hk/ enquiry@eaa.org.hk
香港地產建設商會	2826 0111	2845 2521	–
稅務局	2594 3202	2519 6740	www.ird.gov.hk/ taxsdo@ird.gov.hk

date as granted by the Appointed Architect having regard to delays caused exclusively by any one or more of the following reasons:

- strike or lock-out of workmen;
 - riots or civil commotion;
 - force majeure or Act of God;
 - fire or other accident beyond the HA's control;
 - war; or
 - inclement weather.
- The Appointed Architect may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The HA shall within 14 days after the issue of an extension of time granted by the Appointed Architect, furnish the purchaser with a copy of the relevant certificate of extension.
 - Ask the HA if there are any questions on handing over date.

For first-hand completed residential properties

12 Vendor's information form

- Ensure that you obtain the "vendor's information form" printed within the previous 3 months in relation to the residential property you intend to purchase.

13 Other points to note

- For alienation restrictions of HOS flats in Choi Wo Court, please refer to page 116 and 117.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Choi Wo Court under the current sale exercise are subject to the terms, covenants, conditions and relevant requirements contained in the Government lease, the ASP and the Deed of Assignment.

Other useful contacts:

	Telephone	Fax	Website / Email
Sales of First-hand Residential Properties Authority	2817 3313	2219 2220	www.srpa.gov.hk/ enquiry_srpa@hd.gov.hk
Consumer Council	2929 2222	2856 3611	www.consumer.org.hk/ cc@consumer.org.hk
Estate Agents Authority	2111 2777	2598 9596	www.eaa.org.hk/ enquiry@eaa.org.hk
Real Estate Developers Association of Hong Kong	2826 0111	2845 2521	–
Inland Revenue Department	2594 3202	2519 6740	www.ird.gov.hk/ taxsdo@ird.gov.hk

02 發展項目的資料

Information on the Development

發展項目名稱	Name of the Development
彩禾苑	Choi Wo Court
街道名稱及門牌號數	Name of street and street number
禾上墩街18號	18 Wo Sheung Tun Street
樓層總數	Total number of storeys
44層(包括地下低層2樓、地下低層1樓、地下及天台)	44 storeys (including lower ground floor two, lower ground floor one, ground floor and roof)
樓層號數	Floor numbering
地下低層2樓、地下低層1樓、地下、1樓至40樓及天台	LG2/F, LG1/F, G/F, 1/F to 40/F and roof
被略去的樓層號數	Omitted floor numbers
不適用	Not applicable
庇護層	Refuge floor
不適用	Not applicable

註： 彩禾苑已於2020年8月14日獲發佔用文件(即佔用許可證)。

Note: An occupation document (i.e. Occupation Permit) of Choi Wo Court was obtained on 14 August 2020.

03 賣方及有參與發展項目的其他人的資料

Information on Vendor and Others Involved in the Development

賣方	Vendor
香港房屋委員會	Hong Kong Housing Authority
委任建築師	Appointed architect
房屋署總建築師(六)	Chief Architect (6), Housing Department
承建商	Building contractor
安保工程有限公司	Able Engineering Company Limited
代表賣方的律師事務所	Firm(s) of solicitors acting for the vendor
麥黃張律師行	Gary Mak, Dennis Wong & Chang
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	Authorised institution that has made a loan, or has undertaken to provide finance, for the construction of the Development
不適用	Not applicable
已為發展項目的建造提供貸款的任何其他人	Any other person who has made a loan for the construction of the Development
不適用	Not applicable

04 有參與發展項目的各方的關係

Relationship between Parties Involved in the Development

a	賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an authorised person for the Development;	Not applicable
b	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorised person;	Not applicable
c	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorised person;	Not applicable
d	賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorised person;	Not applicable
e	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorised person;	Not applicable
f	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorised person;	Not applicable
g	賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用	the vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not applicable
h	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用	the vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not applicable
i	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	不適用	the vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors;	Not applicable
j	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and an authorised person for the Development, or an associate of such an authorised person, holds at least 10% of the issued shares in that vendor, holding company or contractor;	Not applicable

Relationship between Parties Involved in the Development

k	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and such an authorised person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;	Not applicable
l	賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	不適用	the vendor or a building contractor for the Development is a corporation, and such an authorised person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	Not applicable
m	賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	不適用	the vendor or a building contractor for the Development is a partnership, and such an authorised person, or such an associate, is an employee of that vendor or contractor;	Not applicable
n	賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that vendor, holding company or contractor;	Not applicable
o	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用	the vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;	Not applicable
p	賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	不適用	the vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	Not applicable
q	賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	不適用	the vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;	Not applicable
r	賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	不適用	the vendor or a building contractor for the Development is a corporation, and the corporation of which an authorised person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;	Not applicable
s	賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	不適用	the vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Not applicable

05 發展項目設計的資料

Information on Design of the Development

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.

非結構的預製外牆的厚度範圍：
150毫米 – 200毫米

Range of thickness of the non-structural prefabricated external walls:
150mm – 200mm

每個住宅物業的非結構預製外牆的總面積：

Total area of the non-structural prefabricated external walls of each residential property:

樓層 Floor	單位 Flat	每個住宅物業的非結構預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
1樓 – 40樓 1/F – 40/F	1, 9	0.793
	8, 13, 14, 18, 19, 20, 21	0.993
	7, 10, 15	1.319
	11, 12	1.349
2樓 – 40樓 2/F – 40/F	2, 3	0.993
1樓 – 28樓 1/F – 28/F	4, 5	1.319
1樓 – 34樓 1/F – 34/F	6	1.119
1樓 – 38樓 1/F – 38/F	16	1.319
	17	1.349
39樓 – 40樓 39/F – 40/F	16	1.119

構成圍封牆的一部分的幕牆：
不適用

Curtain walls forming part of the enclosing walls:
Not applicable

06 物業管理的資料

Information on Property Management

根據公契在售樓說明書的印製日期的最新擬稿獲委任的該發展項目的
管理人

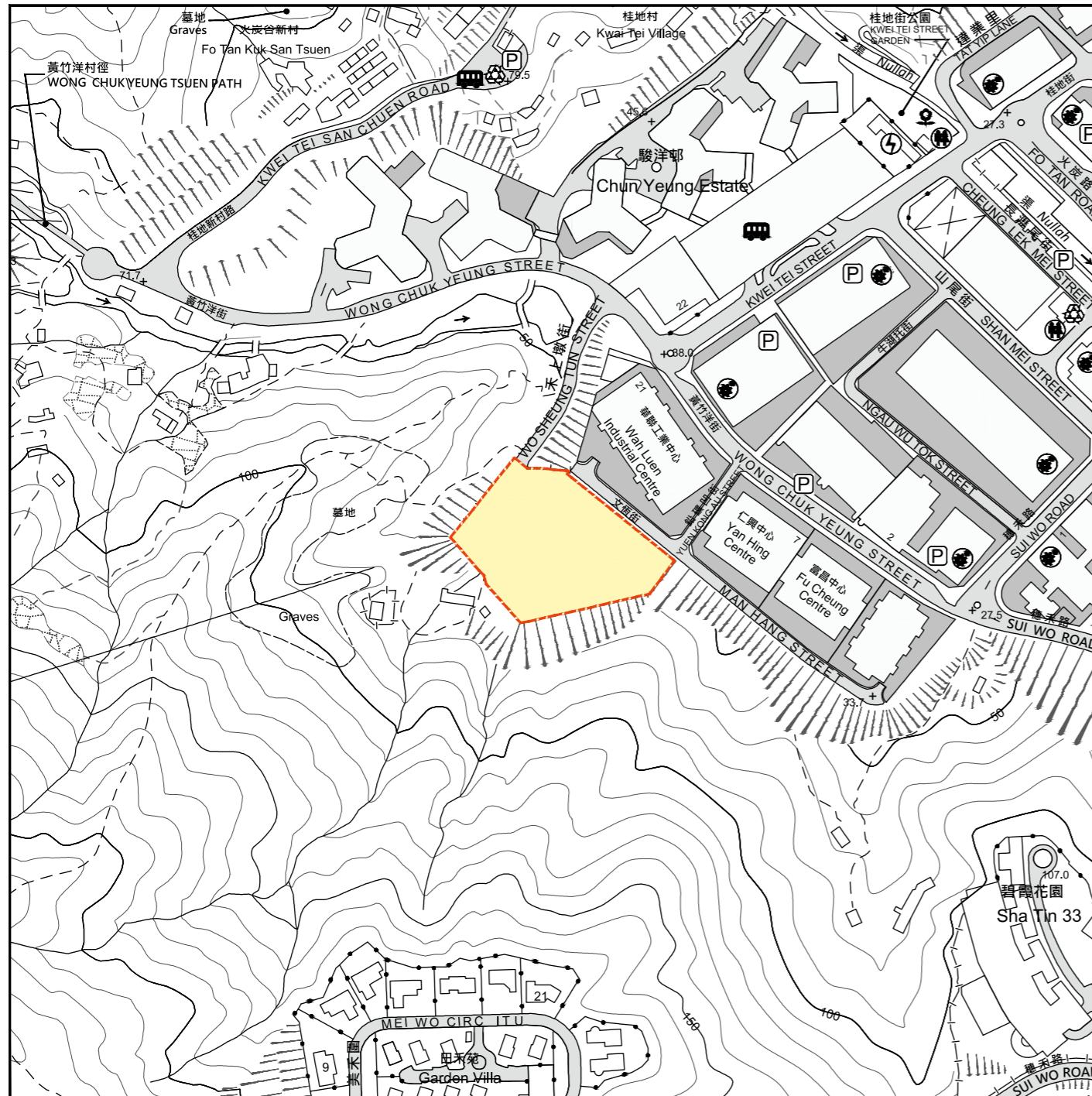
香港房屋委員會

The Manager of the Development appointed under the latest draft Deed of Mutual Covenant as
at the date on which the sales brochure is printed

Hong Kong Housing Authority

07 發展項目的所在位置圖

Location Plan of the Development



比例尺 SCALE: 0 50 100 150 200 250 (米) (m)



彩禾苑
Choi Wo Court

圖例 NOTATION

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

此位置圖參考日期均為2022年11月24日之測繪圖(編號分別為T7-SW-B及T7-SE-A)製作。有需要處經修正處理。

地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

The Location Plan is prepared with reference to Survey Sheet Nos. T7-SW-B and T7-SE-A both dated 24 November 2022, with adjustments where necessary.

The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

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

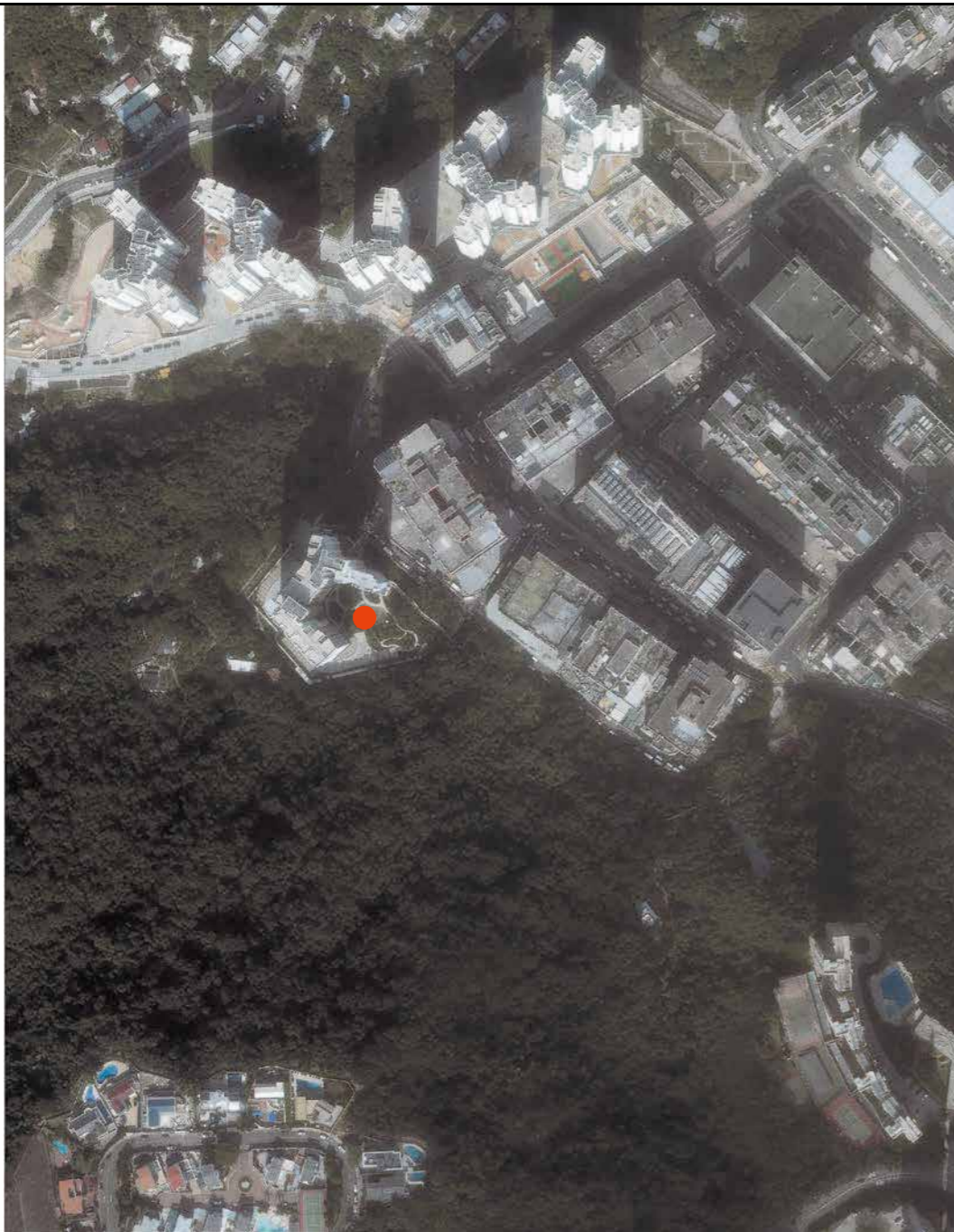
Notes:

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

08 發展項目的鳥瞰照片

Aerial Photograph of the Development

此鳥瞰照片並不覆蓋本空白範圍。
This blank area falls outside the coverage of the relevant aerial photograph.



● 彩禾苑
Choi Wo Court

摘錄自地政總署測繪處於2020年11月24日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E104407C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E104407C, dated 24 November 2020.

The photograph is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

發展項目的鳥瞰照片

Aerial Photograph of the Development



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摘錄自地政總署測繪處於2020年11月24日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E104408C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E104408C, dated 24 November 2020.

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註：

1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

發展項目的鳥瞰照片

Aerial Photograph of the Development

此鳥瞰照片並不覆蓋本空白範圍。
This blank area falls outside the coverage of the relevant aerial photograph.



● 彩禾苑
Choi Wo Court

摘錄自地政總署測繪處於2020年12月1日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E109764C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E109764C, dated 1 December 2020.

The photograph is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

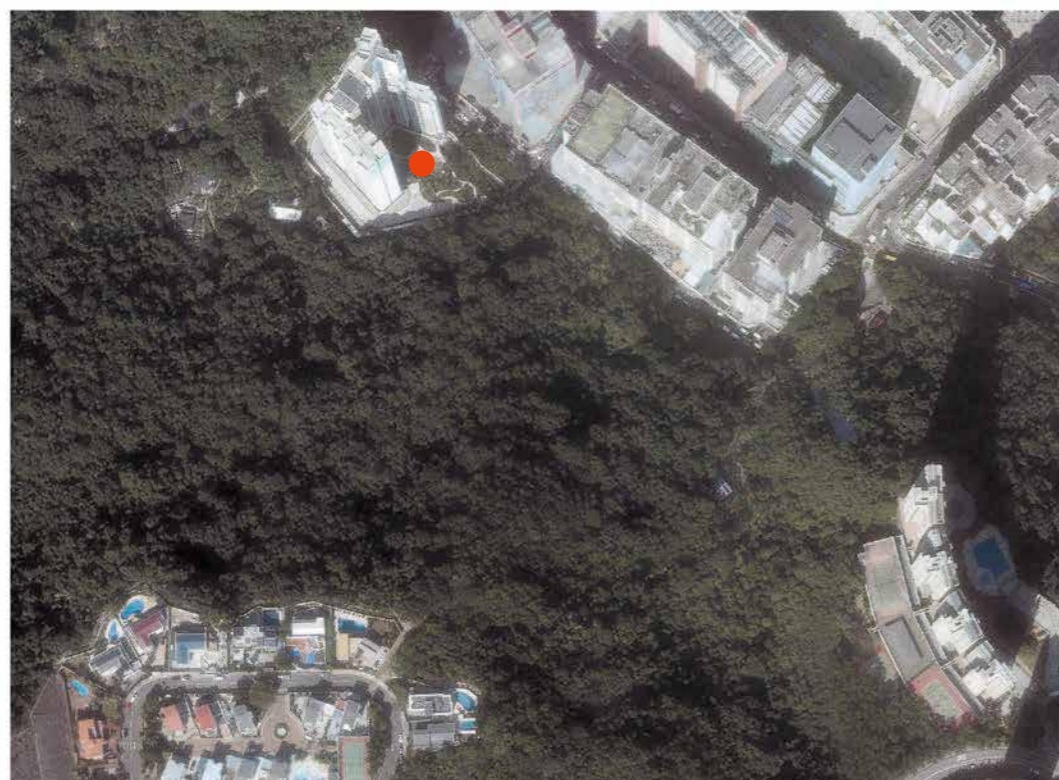
1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

Notes:

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the HA Customer Service Centre.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

發展項目的鳥瞰照片 Aerial Photograph of the Development

此鳥瞰照片並不覆蓋本空白範圍。
This blank area falls outside the coverage of the relevant aerial photograph.



● 彩禾苑
Choi Wo Court

摘錄自地政總署測繪處於2020年12月1日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E109763C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E109763C, dated 1 December 2020.

The photograph is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

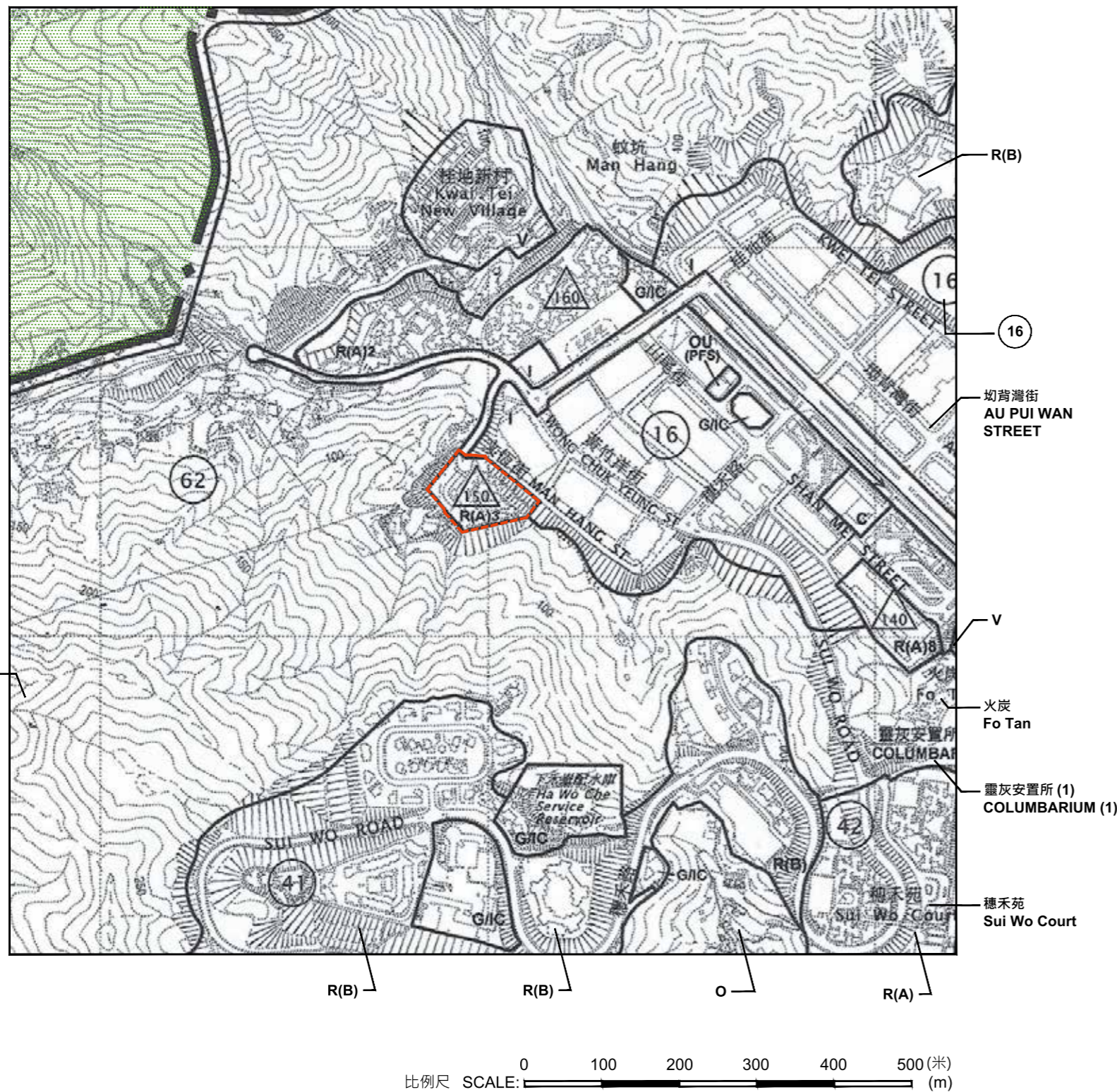
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09 關乎發展項目的分區計劃大綱圖

Outline Zoning Plan Relating to the Development












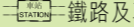
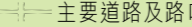
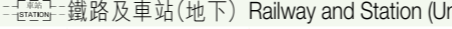
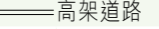
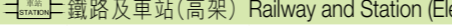
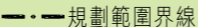





 彩禾苑
Choi Wo Court

 沒有納入任何分區計劃大綱圖或發展審批地區圖的土地範圍

Area not covered under any Outline Zoning Plan or Development Permission Area Plan

圖例 NOTATION

地帶 ZONES			
 商業	Commercial	 鄉村式發展	Village Type Development
 綜合發展區	Comprehensive Development Area	 工業	Industrial
 商業/住宅	Commercial / Residential	 政府、機構或社區	Government, Institution or Community
 住宅(甲類)	Residential (Group A)	 休憩用地	Open Space
 住宅(乙類)	Residential (Group B)	 其他指定用途	Other Specified Uses
 住宅(丙類)	Residential (Group C)	 綠化地帶	Green Belt
交通 COMMUNICATIONS			
 鐵路及車站	Railway and Station	 主要道路及路口	Major Road and Junction
 鐵路及車站(地下)	Railway and Station (Underground)	 高架道路	Elevated Road
 鐵路及車站(高架)	Railway and Station (Elevated)		
其他 MISCELLANEOUS			
 規劃範圍界線	Boundary of Planning Scheme	 160	最高建築物高度 (在主水平基準上若干米) Maximum Building Height (in metres above Principal Datum)
 1	規劃區編號	 3	最高建築物高度 (樓層數目) Maximum Building Height (in number of storeys)
 建築物高度管制區界線	Building Height Control Zone Boundary	 P F S	加油站 Petrol Filling Station

摘錄自2022年11月18日刊憲之沙田分區計劃大綱核准圖，圖則編號為S/ST/36。

Adopted from part of the approved Sha Tin Outline Zoning Plan No. S/ST/36 gazetted on 18 November 2022.

註：

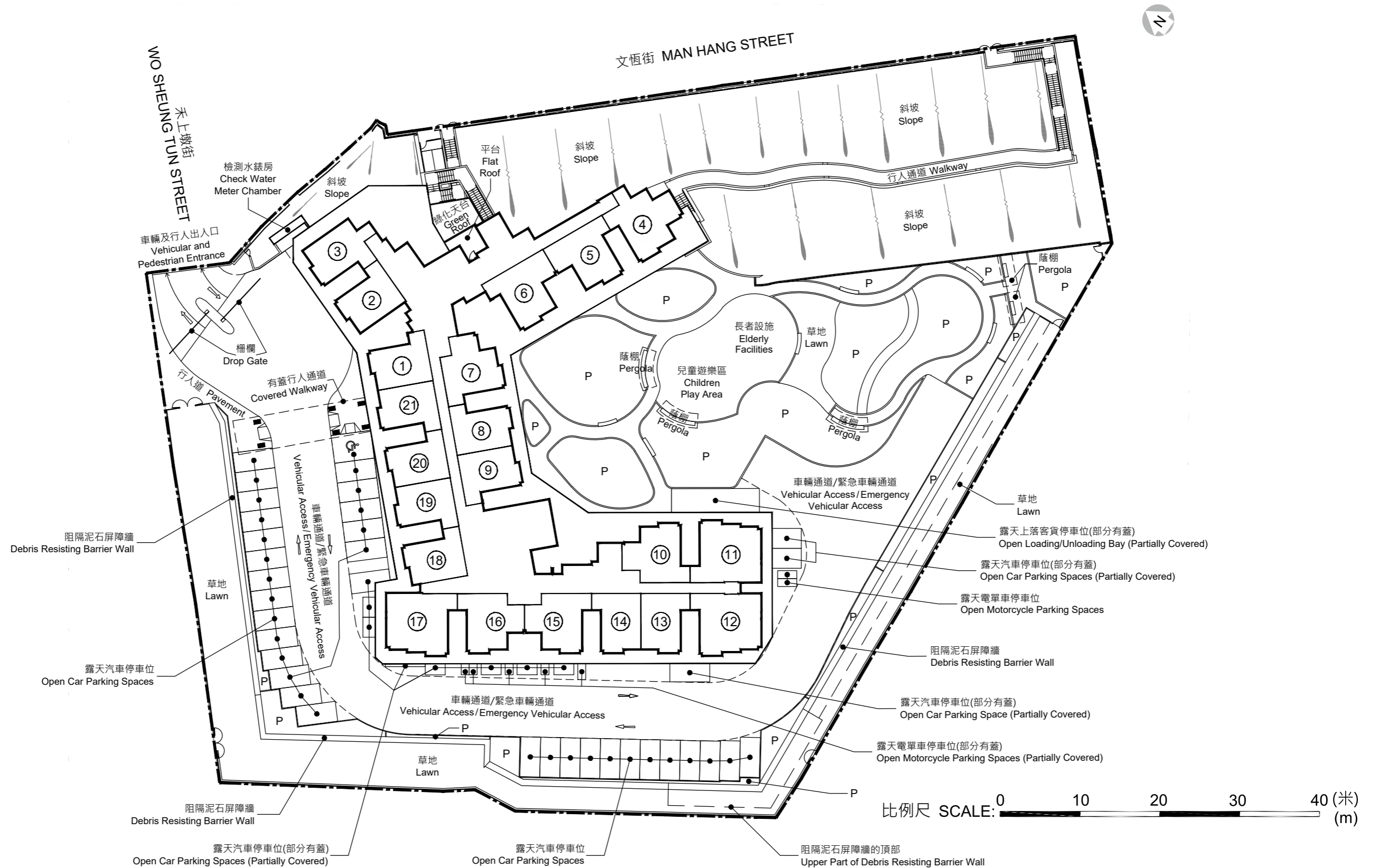
- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。
- 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
- 在售楼說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會客務中心開放時間內免費查閱。

Notes:

- The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
- The Government may revise the Outline Zoning Plan in accordance with the Town Planning Ordinance as and when necessary.
- The latest version of Outline Zoning Plan as at the date of printing of the sales brochure is available for free inspection during opening hours at the HA Customer Service Centre.

10 發展項目的布局圖

Layout Plan of the Development



圖例 NOTATION

— · — · —	地界	Lot Boundary
①	2樓-28樓單位室號	Flat Number on 2/F - 28/F
P	花槽	Planter

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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof
	單屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.75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)

1. The floor-to-floor height of each residential property is 2.75m.
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)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

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

1樓平面圖 1/F Floor Plan



比例尺 SCALE: 0 5(米)
(m)

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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof
	單屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.75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)

1. The floor-to-floor height of each residential property is 2.75m.
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)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

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

2樓 – 28樓平面圖
2/F – 28/F Floor Plan



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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(28樓4號及5號單位除外)。28樓4號及5號單位的層與層之間的高度為2.79米、2.845米及2.965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(28樓4號及5號單位除外)。28樓4號及5號單位的樓板(不包括灰泥)的厚度為200毫米及375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、7、10、13、16、19、22、25及28樓。

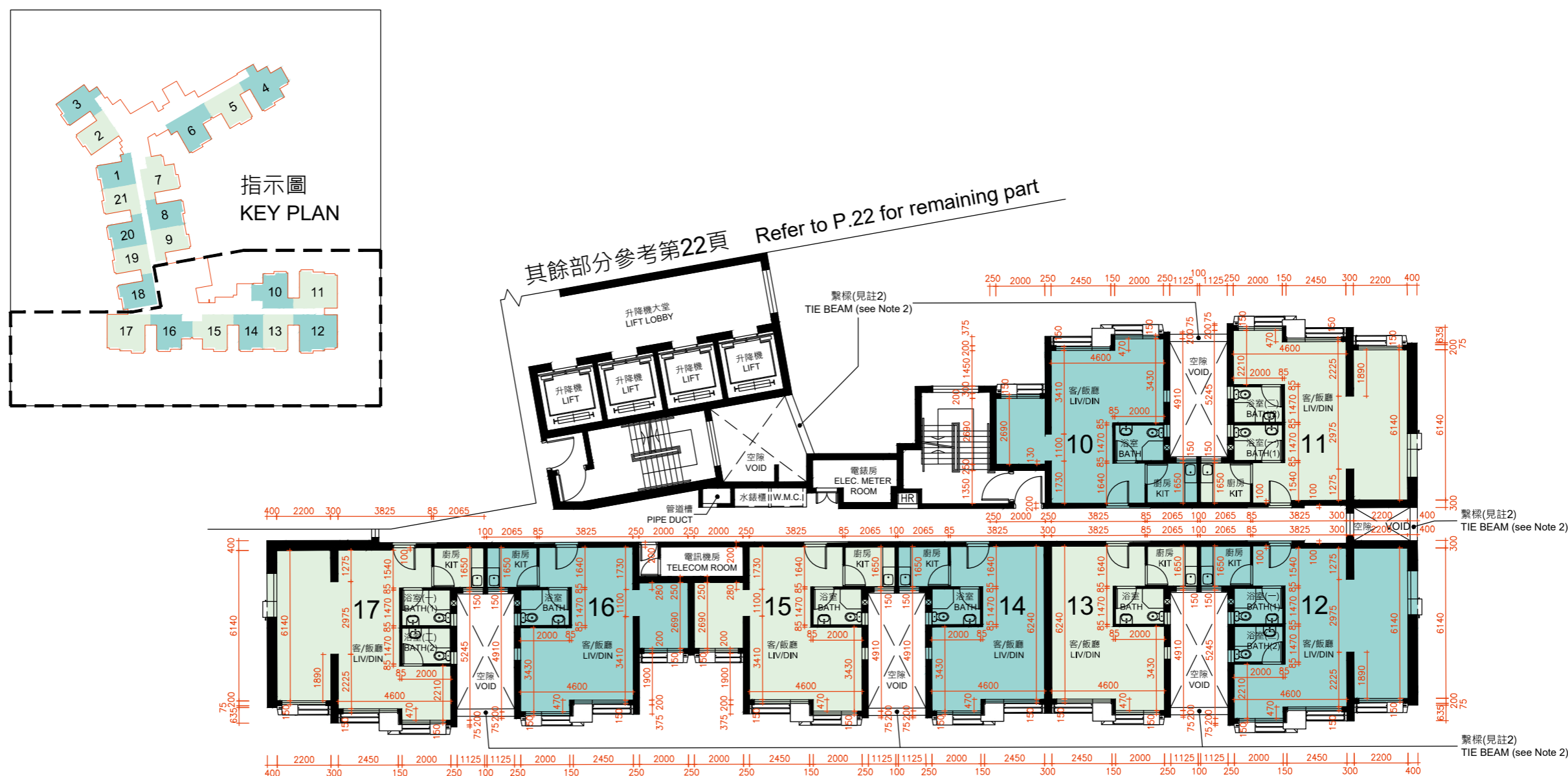
1. The floor-to-floor height of each residential property is 2.75m (except Flats 4 and 5 on 28/F). The floor-to-floor height of Flats 4 and 5 on 28/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flats 4 and 5 on 28/F). The thicknesses of the floor slabs (excluding plaster) of Flats 4 and 5 on 28/F are 200mm and 375mm.
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 Beam at 4/F, 7/F, 10/F, 13/F, 16/F, 19/F, 22/F, 25/F and 28/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

2樓 – 28樓平面圖 2/F – 28/F Floor Plan



比例尺 SCALE: 0 5(米) (m)

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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(28樓4號及5號單位除外)。28樓4號及5號單位的層與層之間的高度為2.79米、2.845米及2.965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(28樓4號及5號單位除外)。28樓4號及5號單位的樓板(不包括灰泥)的厚度為200毫米及375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、7、10、13、16、19、22、25及28樓。

1. The floor-to-floor height of each residential property is 2.75m (except Flats 4 and 5 on 28/F). The floor-to-floor height of Flats 4 and 5 on 28/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flats 4 and 5 on 28/F). The thicknesses of the floor slabs (excluding plaster) of Flats 4 and 5 on 28/F are 200mm and 375mm.
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 Beam at 4/F, 7/F, 10/F, 13/F, 16/F, 19/F, 22/F, 25/F and 28/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

29樓 – 34樓平面圖
29/F – 34/F Floor Plan



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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof

1. 每個住宅物業的層與層之間的高度為2.75米(34樓6號單位除外)。34樓6號單位的層與層之間的高度為2.79米、2.845米及2.965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(34樓6號單位除外)。34樓6號單位的樓板(不包括灰泥)的厚度為200毫米及375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31及34樓。

1. The floor-to-floor height of each residential property is 2.75m (except Flat 6 on 34/F). The floor-to-floor height of Flat 6 on 34/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flat 6 on 34/F). The thicknesses of the floor slabs (excluding plaster) of Flat 6 on 34/F are 200mm and 375mm.
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 Beam at 31/F and 34/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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(34樓6號單位除外)。34樓6號單位的層與層之間的高度為2.79米、2.845米及2.965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(34樓6號單位除外)。34樓6號單位的樓板(不包括灰泥)的厚度為200毫米及375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31及34樓。

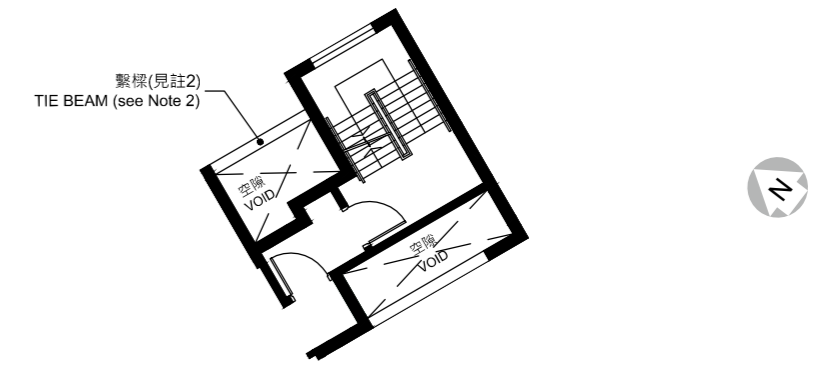
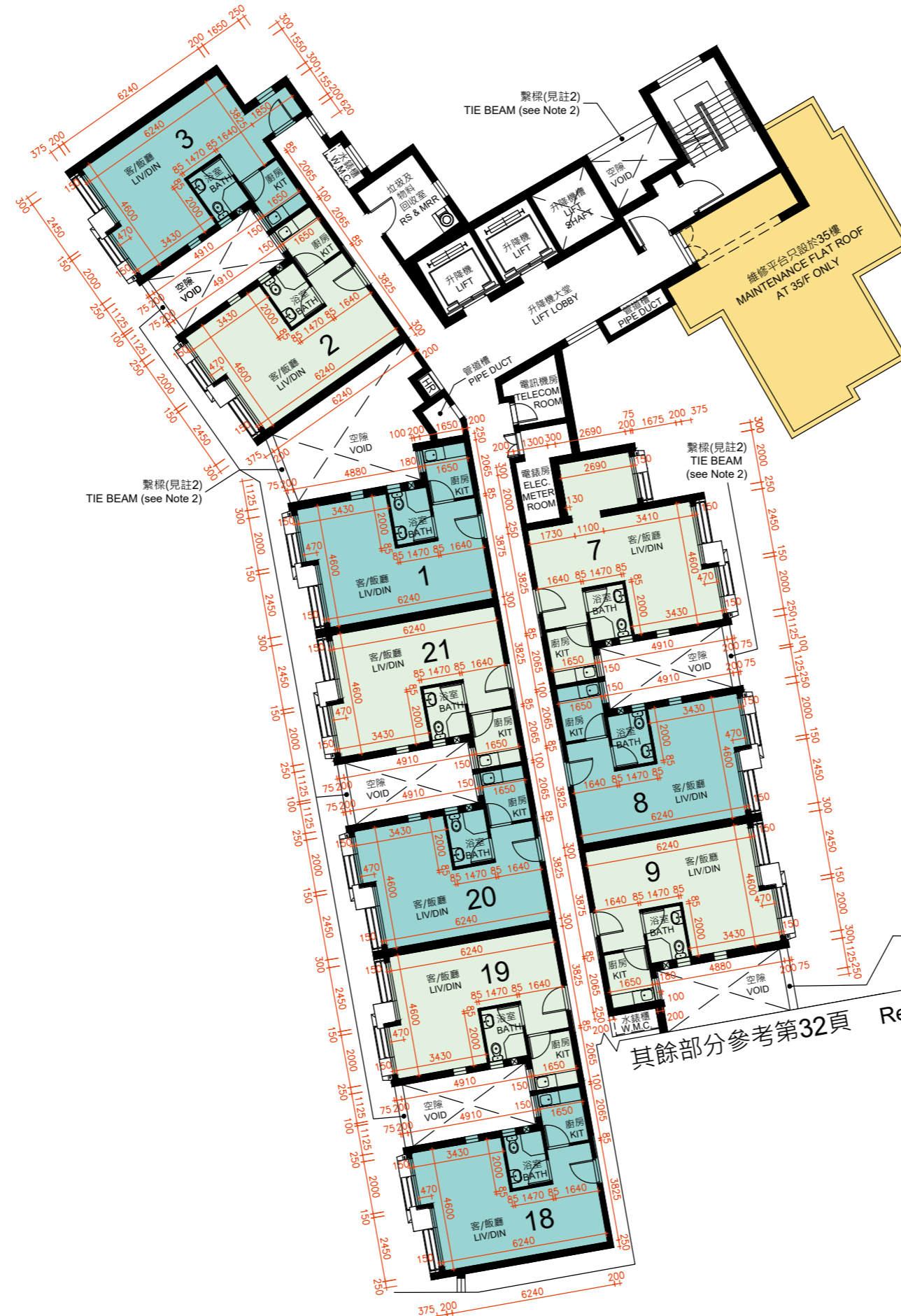
1. The floor-to-floor height of each residential property is 2.75m (except Flat 6 on 34/F). The floor-to-floor height of Flat 6 on 34/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flat 6 on 34/F). The thicknesses of the floor slabs (excluding plaster) of Flat 6 on 34/F are 200mm and 375mm.
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:

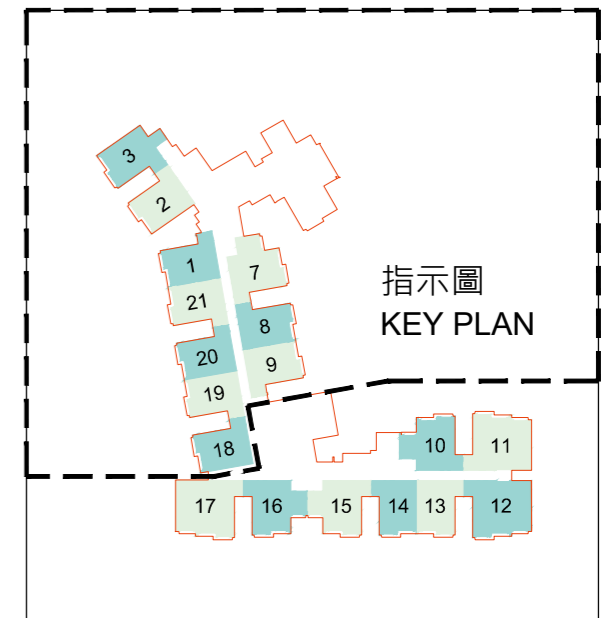
1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Tie Beam at 31/F and 34/F only.

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

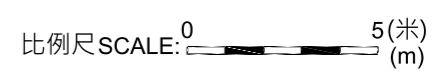
35樓 – 38樓平面圖
35/F – 38/F Floor Plan



36樓至38樓部分平面圖
PART PLAN OF 36/F TO 38/F




其餘部分參考第32頁 Refer to P.32 for remaining part



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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof

1. 每個住宅物業的層與層之間的高度為2.75米(38樓17號單位除外)。38樓17號單位的層與層之間的高度為2.79米、2.845米及2.965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(38樓17號單位除外)。38樓17號單位的樓板(不包括灰泥)的厚度為200毫米及375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37樓。

1. The floor-to-floor height of each residential property is 2.75m (except Flat 17 on 38/F). The floor-to-floor height of Flat 17 on 38/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flat 17 on 38/F). The thicknesses of the floor slabs (excluding plaster) of Flat 17 on 38/F are 200mm and 375mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floor 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 Beam at 37/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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room

1. 每個住宅物業的層與層之間的高度為2.75米(38樓17號單位除外)。38樓17號單位的層與層之間的高度為2.79米、2.845米及2.965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(38樓17號單位除外)。38樓17號單位的樓板(不包括灰泥)的厚度為200毫米及375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37樓。

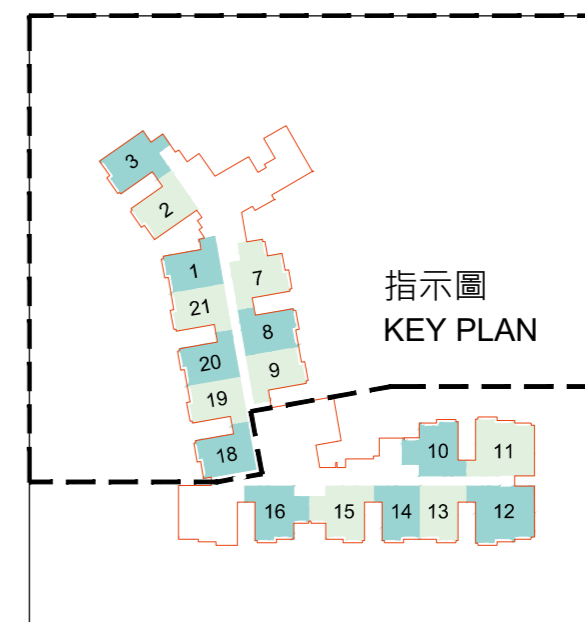
1. The floor-to-floor height of each residential property is 2.75m (except Flat 17 on 38/F). The floor-to-floor height of Flat 17 on 38/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flat 17 on 38/F). The thicknesses of the floor slabs (excluding plaster) of Flat 17 on 38/F are 200mm and 375mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floor 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 Beam at 37/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

39樓 – 40樓平面圖
39/F – 40/F Floor Plan



比例尺 SCALE: 0 5(米) (m)

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room

1. 39樓每個住宅物業的層與層之間的高度為2.75米。40樓每個住宅物業的層與層之間的高度為2.79米、2.845米及2.965米。
2. 39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。40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。
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40樓。

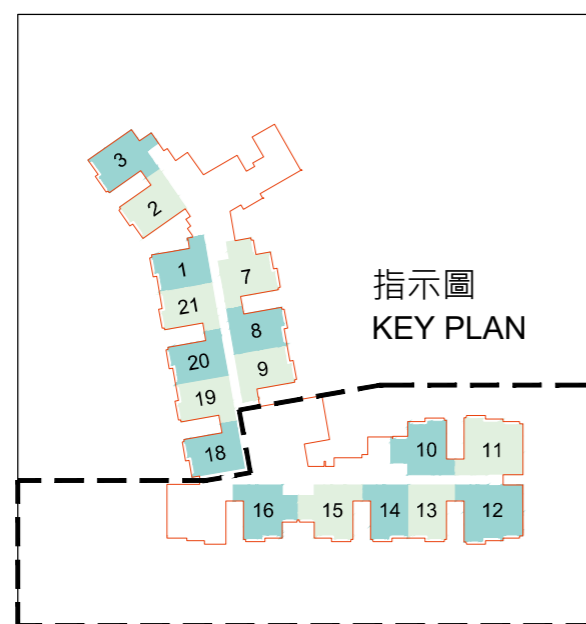
1. The floor-to-floor height of each residential property on 39/F is 2.75m. The floor-to-floor height of each residential property on 40/F are 2.79m, 2.845m and 2.965m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property on 39/F are 160mm and 215mm. The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm and 375mm.
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:

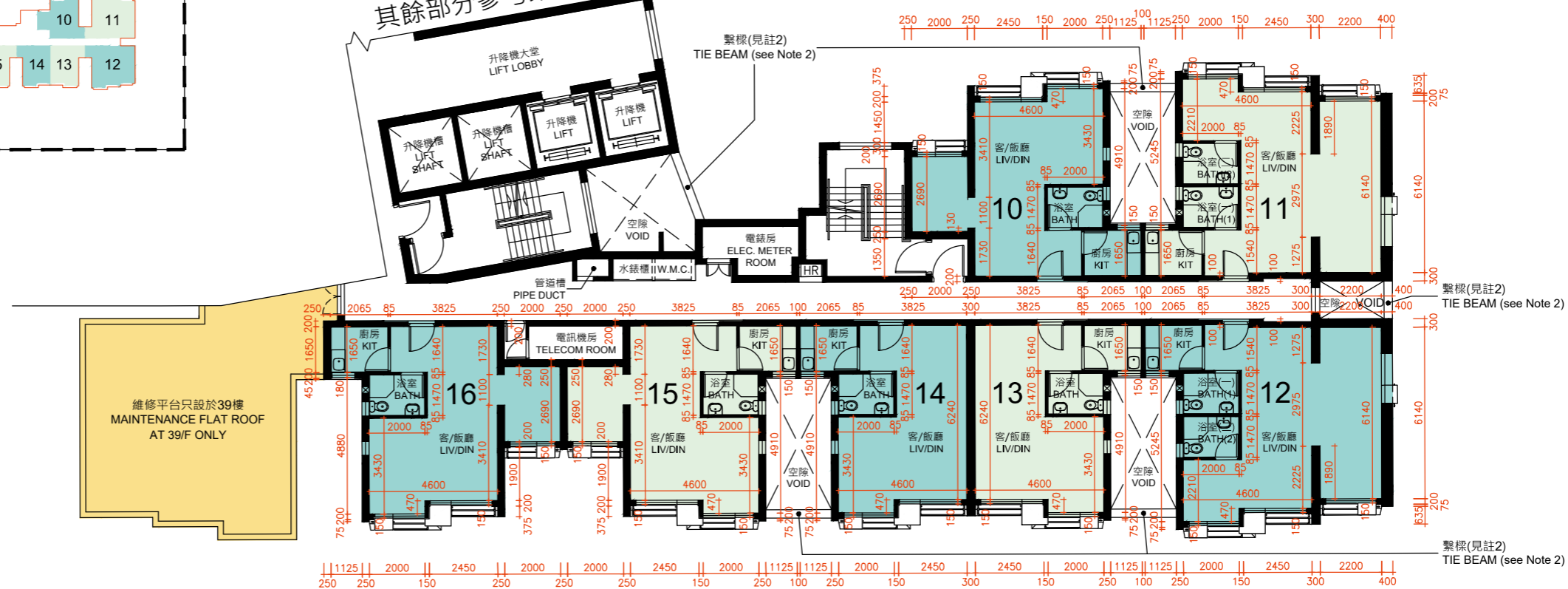
1. The dimensions on the floor plan are all structural dimensions in millimetre.
2. Tie Beam at 40/F only.

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

39樓 – 40樓平面圖 39/F – 40/F Floor Plan




其餘部分參考第34頁 Refer to P.34 for remaining part



比例尺 SCALE: 0 5(米) (m)

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

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
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 ROOM	電訊機房	Telecommunications Room
	簷篷/平台	Canopy/Flat Roof

- 39樓每個住宅物業的層與層之間的高度為2.75米。40樓每個住宅物業的層與層之間的高度為2.79米、2.845米及2.965米。
- 39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。40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。
- 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：

- 平面圖所列之數字為以毫米標示之建築結構尺寸。
- 繫樑只設於40樓。

- The floor-to-floor height of each residential property on 39/F is 2.75m. The floor-to-floor height of each residential property on 40/F are 2.79m, 2.845m and 2.965m.
- The thicknesses of the floor slabs (excluding plaster) of each residential property on 39/F are 160mm and 215mm. The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm and 375mm.
- 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:

- The dimensions on the floor plan are all structural dimensions in millimetre.
- Tie Beam at 40/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.)									
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
1樓 – 40樓 1/F – 40/F	1,9	37.4 (403) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	7	44.6 (480) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	8, 13, 14, 19, 20, 21	36.6 (394) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	10	44.3 (477) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	11, 12	56.4 (607) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	15	43.9 (473) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	18	37.3 (401) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
2樓 – 40樓 2/F – 40/F	2	37.6 (405) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3	40.8 (439) 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.)									
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
1樓 – 28樓 1/F – 28/F	4	50.7 (546) 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: –	–	–	–	–	–	–	–	–	–	–
	6	46.7 (503) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
29樓 – 34樓 29/F – 34/F	6	47.2 (508) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
1樓 – 38樓 1/F – 38/F	16	43.9 (473) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	17	57.0 (614) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
39樓 – 40樓 39/F – 40/F	16	44.3 (477) 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 Plan of Parking Spaces in the Development

地下停車位平面圖






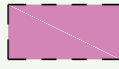



Floor Plan of Parking Spaces on Ground Floor



發展項目中的停車位的樓面平面圖
Floor Plan of Parking Spaces in the Development

圖例 NOTATION

-----	地界	Lot Boundary
P	花槽	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.)
 露天汽車停車位 Open Car Parking Spaces	31	5.0X2.5	12.50
 露天汽車停車位(部分有蓋) Open Car Parking Spaces (Partially Covered)	11	5.0X2.5	12.50
 有蓋汽車停車位 Covered Car Parking Spaces	2	5.0X2.5	12.50
 露天汽車停車位(暢通易達停車位) Open Car Parking Space (Accessible Car Parking Space)	1	5.0X3.5	17.50
 露天電單車停車位 Open Motorcycle Parking Spaces	2	2.5X1.0	2.50
 露天電單車停車位(部分有蓋) Open Motorcycle Parking Spaces (Partially Covered)	5	2.5X1.0	2.50
 有蓋電單車停車位 Covered Motorcycle Parking Space	1	2.5X1.0	2.50
 露天上落客貨停車位(部分有蓋) Open Loading / Unloading Bay (Partially Covered)	1	11.0X3.5	38.50
 有蓋上落垃圾收集車位 Covered Space for Loading and Unloading of Refuse Collection Vehicles	1	12.0X5.0	60.00

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」

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

「屋苑公用地方與設施」

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

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

"Common Areas and Facilities"

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

"Estate Common Areas and Facilities"

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

公契的摘要

Summary of Deed of Mutual Covenant

「住宅大廈公用地方與設施」

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

“Residential Block Common Areas and Facilities”

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

B 分配予發展項目中的每個住宅物業的不分割份數的數目**B** The Number of Undivided Shares Assigned to Each Residential Property in the Development

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

C 發展項目的管理人的委任年期

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

C The Term of Years for which the Manager of the Development is Appointed

Subject to the provisions of the Building Management Ordinance (Cap. 344), the HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of the DMC or until an Owners' Corporation is formed, whichever is the earlier and shall continue to be the Manager for such further period until the termination of the HA's appointment in accordance with the provisions of the DMC.

公契的摘要

Summary of Deed of Mutual Covenant

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

- (1) 每名「業主」均須每月繳付「經理人」釐定的款項，以分擔管理「屋苑」所招致的必要及合理費用、收費及開支，攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算，「經理人」應根據「公契」規定擬備之年度預算案釐定管理月費款額。
- (2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

D The Basis on which the Management Expenses are Shared Among the Owners of the Residential Properties in the Development

- (1) Each of the Owners shall pay a monthly sum as determined by the Manager being the due proportion of the costs, charges and expenses necessarily and reasonably incurred in the management of the Estate in proportion to the number of Management Shares allocated to such part of the Estate of which he has the exclusive right to hold use occupy and enjoy. The amount of such monthly sum shall be determined by the Manager based on the annual budget made in accordance with the provisions of the DMC.
- (2) The number of Management Shares allocated to each residential property in the Development is as follows:

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

E 計算管理費按金的基準

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

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

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

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

Not applicable

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

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

16 批地文件的摘要

Summary of Land Grant

位於沙田市地段第586號之香港房屋委員會(下稱「承租人」,如語意容許,亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為2019年12月4日。

1 發展項目位於沙田市地段第586號(下稱「該地段」)。

2 「該地段」的批租年期為50年,由2019年12月4日起計(下稱「批租年期」)。

3 「該租契」條款第3.3條訂明:

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

4 「該租契」條款第3.7條訂明:

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

5 「該租契」條款第3.13條訂明:

除「該租契」的條款及契諾另有規定外,「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」的建築物或其任何部分作私人住宅及「該租契」所述的附屬設施以外的任何其他用途。特此說明,已建或擬建於「該地段」的建築物內的任何住宅單位不得用作私人住宅用途以外的任何其他用途。

The government lease governing the Development by the Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of the whole of Sha Tin Town Lot No. 586 (“the Lease”) is dated the 4th day of December 2019.

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

2 The Lot is granted for a term of 50 years commencing from the 4th day of December 2019 (“the Lease Term”).

3 Clause No. 3.3 of the Lease stipulates that:

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

4 Clause No. 3.7 of the Lease stipulates that:

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

5 Clause No. 3.13 of the Lease stipulates that:

Subject to the terms and covenants contained in the Lease, the Lessee shall not use or permit or suffer to be used the Lot or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with the ancillary facilities as referred to in the Lease and in particular, any residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

6 「該租契」條款第3.14(c)及(f)條訂明：

(c) 「承租人」可於「該地段」豎立或建造為妥善管理及維持「該地段」內發展項目所需的其他設施，其中包括：

- (i) 總樓面面積不超過40平方米的供「業主委員會」或「業主立案法團」使用的辦事處；及
- (ii) 總樓面面積不超過23平方米的保安員櫃位、洗手間及作屋苑管理用途之儲物室；

為免生疑問，根據第3.14條(c)款所提供的空間不計入「該租契」條款第3.14條(a)款所指的總樓面面積。

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

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

(c) The Lessee may erect or construct on the Lot other facilities which are required for the proper management and maintenance of the development on the Lot including:

- (i) office for use by Owners' Committee or Owners' Corporation having a total gross floor area of not exceeding 40 square metres; and
- (ii) guard counter and lavatory and storerooms for estate management purposes having a total gross floor area of not exceeding 23 square metres;

for the avoidance of doubt, space provided in accordance with sub-clause (c) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease.

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

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7 「該租契」條款第3.15條訂明：

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

8 「該租契」條款第3.16條訂明：

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

9 「該租契」條款第3.17條訂明：

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

10 「該租契」條款第3.18(a)至(b)條訂明：

- (a) 在「批租年期」期間「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於2,482平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。「署長」就何謂休憩空間作出的決定為最終決定，並對「承租人」具約束力。
- (b) 根據「該租契」條款第3.18條(a)款提供的休憩空間，須被指定為並構成「該租契」條款第3.22(a)(v)條所指的「公用地方」的其中一部分。

11 「該租契」條款第3.19條訂明：

「承租人」須在「該地段」或其任何部分及平台(如有)未有建築之部分，自費進行環境美化工程及種植樹木及灌木，及其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。

7 Clause No. 3.15 of the Lease stipulates that:

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

8 Clause No. 3.16 of the Lease stipulates that:

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

9 Clause No. 3.17 of the Lease stipulates that:

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

10 Clause No. 3.18(a) to (b) of the Lease stipulates that:

- (a) Throughout the Lease Term, the Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 2,482 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.
- (b) The open space provided in accordance with sub-clause (a) of Clause No. 3.18 of the Lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease.

11 Clause No. 3.19 of the Lease stipulates that:

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

12 「該租契」條款第3.21(a)至(h)條訂明：

- (a) 除於「該租契」條款第3.21條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
- 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - 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；
 - 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))；
 - 每份根據「該租契」條款第3.21條(c)款規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及
 - 倘若「業主」於「首次轉讓契據」日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。
- (d) 於「期間」屆滿後，
- 「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
 - 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。

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

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.21 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
- the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in his sole and absolute discretion to buy such residential flat;
 - all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in his sole and absolute discretion are observed and complied with;
 - the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 3.21 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in his sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the Lease; and
 - in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (d) After the expiry of the Period,
- 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
 - an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.

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- (e) 儘管「該租契」條款第3.21條(a)款有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件(包括但不限於繳付行政費(如被要求時))的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.21條(d)款向「承租人」繳付「補價」後，「該租契」條款第3.21條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第3.21條而言，
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
 - (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
 - (iii) 「承租人」一詞不包括其受讓人；
 - (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
 - (v) 「業主」指獲「承租人」根據「該租契」條款第3.20(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.21條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
 - (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；
 - (vii) 「補價」指由房屋署署長釐定的款額(其釐定為最終決定及對「住宅單位」的「業主」具約束力)，該款額須根據以下公式計算－
- $$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$
- 就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；
- (viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及
 - (ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。
- (h) 儘管「該租契」條款第3.21條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.21條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

- (e) Notwithstanding sub-clause (a) of Clause No. 3.21 of the Lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 3.21 of the Lease, Clause No. 3.21 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.21 of the Lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a residential flat or any interest therein;
 - (ii) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
 - (iii) the expression "Lessee" excludes its assigns;
 - (iv) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;
 - (v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 3.20(a) of the Lease; and for the purpose of Clause No. 3.21 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
 - (vi) "Period" means a period of 10 years after the date of the First Assignment;
 - (vii) "Premium" means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula –
- $$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$
- whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;
- (viii) "Purchase Price" means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and
 - (ix) "residential flat" means a residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 3.21 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.21 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

13 「該租契」條款第3.24(a)至(f)條訂明：

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：
- (i) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的汽車（電單車和貨車除外）的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為43而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米；
 - (ii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為8而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1米寬及2.5米長而樓底高度最少須為2.4米；
 - (iii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「該地段」已建或擬建的建築物的住客的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為2而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5米長而樓底高度最少須為2.4米；及
 - (iv) 根據「該租契」條款第3.24條(a)(i)款所提供的停車位，須預留及指定其中一個供根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士停泊屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定。
- (b) 根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款、(a)(iii)款及(a)(iv)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。

13 Clause No. 3.24(a) to (f) of the Lease stipulates that:

- (a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director:
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 43 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres;
 - (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 8 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1 metre in width and 2.5 metres in length with a minimum headroom of 2.4 metres;
 - (iii) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests and visitors of the residents of the building or buildings erected or to be erected on the Lot and, unless the Director otherwise consents in writing, the number of spaces shall be 2 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5 metres in length with a minimum headroom of 2.4 metres; and
 - (iv) out of the spaces provided under sub-clause (a)(i) of Clause No. 3.24 of the Lease, 1 space shall be reserved and designated for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion.
- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.24 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

批地文件的摘要

Summary of Land Grant

- (c) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為1及供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11米長而樓底高度最少須為4.7米，並且不得用作供與「該地段」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.5米，並且不得用作供與「該地段」已建或擬建的建築物有關的垃圾收集車作裝卸用途以外的任何其他用途。
- (d) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言：
- (i) 以下面積不應該納入計算：
 - (I) 於地面水平以下提供的「該租契」條款第3.24條(a)款所述的停車位；及
 - (II) 於地面水平或地面水平以下提供的「該租契」條款第3.24條(c)款所述的停車位；
 - (ii) 於地面水平或地面水平以上提供的「該租契」條款第3.24條(a)款所述的停車位或於地面水平以上提供的「該租契」條款第3.24條(c)款所述的停車位的百分之五十連同其他面積(包括但不限於供該等停車位使用的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)的百分之五十應計入「該租契」條款第3.14(a)條所指的總樓面面積，「署長」的決定為最終決定並對「承租人」具約束力。
- (e) 儘管有「該租契」條款第3.24條(d)(ii)款的規定，在「承租人」向「署長」繳付「署長」所決定的補地價及行政費的情況下，「署長」可憑其酌情權將「該租契」條款第3.24條(d)(ii)款所述之任何停車位及面積從「該租契」條款第3.14(a)條所指的總樓面面積的計算中剔除，「署長」的決定為最終決定並對「承租人」具約束力。
- (f) 就「該租契」條款第3.24條而言，何謂地面水平或任何停車位是否位於地面水平或其以上或以下將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。
- (c) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and space for the loading and unloading of refuse collection vehicles and the number of space for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1 and the number of space for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, be 1. The space for the loading and unloading of motor vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the Lot. The space for the loading and unloading of refuse collection vehicles so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease,
- (i) there shall not be taken into account
 - (I) the spaces provided in accordance with sub-clause (a) of Clause No. 3.24 of the Lease if they are provided below ground level; and
 - (II) the spaces provided in accordance with sub-clause (c) of Clause No. 3.24 of the Lease if they are provided at or below ground level;
 - (ii) if the spaces provided in accordance with sub-clause (a) of Clause No. 3.24 of the Lease are provided at or above ground level or the spaces provided in accordance with sub-clause (c) of Clause No. 3.24 of the Lease are provided above ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.
- (e) Notwithstanding sub-clause (d)(ii) of Clause No. 3.24 of the Lease, the Director at his sole discretion may subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (d)(ii) of Clause No. 3.24 of the Lease from the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the Lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 3.24 of the Lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.

14 「該租契」條款第3.27(a)至(e)條訂明：

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

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

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

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

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

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

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

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

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

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

15 「該租契」條款第3.28(a)至(j)條訂明：

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

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

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

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

- (c) 「承租人」在「批租年期」期間須以令「署長」滿意的方式自費保養「內部工程」使其維持在良好和修繕妥當的狀況，以確保「內部工程」能繼續發揮其設定的作用。保養工程包括但不限於清理下墜於「內部工程」或下墜於「該租契」條款第3.28條(d)款所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該地段」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「內部工程」，除政府可針對「承租人」而具有的權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工程。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工程，「承租人」須按要求向政府償還該等工程的費用，以及任何行政和專家費用和收費。
- (d) 「承租人」須自費到土地註冊處就「該地段」註冊獲「署長」批准的圖則，表明「內部工程」位置、性質和涵蓋範圍，以及「該地段」及政府土地內「承租人」可能須要或被要求進行保養工程的位置和範圍，包括「該地段」及政府土地內根據「該租契」條款第3.28條(c)款「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。除非事先獲得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。除非獲得「署長」批准，否則在該圖則註冊前不得訂立任何影響「該地段」或其任何部分或已建或擬建於「該地段」的任何建築或其任何部分的交易。
- (e) 「該租契」規定須就「內部工程」進行的所有保養工程，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先獲得「署長」的書面同意，並符合「署長」酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該地段」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「內部工程」。
- (g) 倘若因進行、檢查及保養「該租契」規定的「內部工程」而造成或引起任何政府土地或「該地段」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。
- (c) The Lessee shall at all times during the Lease Term maintain at its own expense the Inside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Inside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or onto the areas of the Lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (d) of Clause No. 3.28 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Inside Works as provided in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the location and extent of the areas of the Lot and the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Lot and the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.28 of the Lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilization Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.
- (e) All maintenance works to the Inside Works as provided in the Lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Inside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Inside Works as provided in the Lease, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.

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

16 「該租契」條款第3.29(a)至(b)條訂明：

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

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

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

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

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

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

17 「該租契」條款第4.2條訂明：

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

18 「該租契」條款第4.3條訂明：

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

19 「該租契」條款第4.4條訂明：

除非獲得「署長」事先書面同意，否則「承租人」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

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

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

17 Clause No. 4.2 of the Lease stipulates that:

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

18 Clause No. 4.3 of the Lease stipulates that:

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

19 Clause No. 4.4 of the Lease stipulates that:

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

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20 「該租契」條款第4.5(a)至(d)條訂明：

- (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部份或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並就上述塌方、山泥傾瀉或地陷，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求，並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

21 「該租契」條款第4.6條訂明：

未經「署長」的事先書面批准，不得在「該地段」使用碎石設備。

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

21 Clause No. 4.6 of the Lease stipulates that:

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

22 「該租契」條款第4.7條訂明：

如果在發展或重建「該地段」或其中任何部份時已安裝預應力地樁，「承租人」須自費在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使「署長」滿意，並在「署長」可不時自行絕對酌情要求時提供上述檢驗工程的報告和資料給「署長」。如果「承租人」不理會或未能進行上述要求的檢查工程，「署長」可立即執行與進行該檢查工程，而「承租人」須在要求時歸還政府因此產生的費用。

23 「該租契」條款第4.8(a)至(b)條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業(下稱「政府的物業」)，「承租人」須自費清理該等「廢料」並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須就上述侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (b) 儘管「該租契」條款第4.8條(a)款有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理「廢料」並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

24 「該租契」條款第4.9條訂明：

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

22 Clause No. 4.7 of the Lease stipulates that:

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

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

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

24 Clause No. 4.9 of the Lease stipulates that:

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

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使「署長」滿意(除非「署長」另作選擇,明渠、污水渠、雨水渠或總水喉之修復須由「署長」進行,「承租人」須在要求時向政府支付該等工程的費用)。如果「承租人」未能對「該地段」及「綠色加黑斜線範圍」或其中部份或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程,並使「署長」滿意「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程「承租人」須在被要求時向政府支付該等工程費用。

25 「該租契」條款第4.10(a)至(b)條訂明:

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道,以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠,並使「署長」滿意。「承租人」須就上述暴雨或雨水造成的任何損壞或滋擾,而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致),自行負責並對政府作出彌償,並使政府持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行,但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用,或者該等連接工程亦可由「承租人」自費進行,並使「署長」滿意。在該種情況下,上述連接工程的任何一段若在政府土地內修建,必須由「承租人」自費保養,直至按要求時由「承租人」移交給政府,由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程,「署長」可進行他認為必要的保養工程,「承租人」須在被要求時向政府支付該等工程的費用。

26 「該租契」條款第5.3(a)至(c)條訂明:

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

Green Hatched Black Area or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot and the Green Hatched Black Area or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

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

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

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

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

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

27 「該租契」條款第5.5條訂明：

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

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

27 Clause No. 5.5 of the Lease stipulates that:

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

- 註： 1. 自2022年7月1日起，運輸及房屋局局長已更改為房屋局局長。
2. 自2022年7月1日起，運輸及房屋局常任秘書長(房屋)已更改為房屋局常任秘書長。
3. 請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。

- Note: 1. Since 1 July 2022, the Secretary for Transport & Housing has been changed to the Secretary for Housing.
2. Since 1 July 2022, the Permanent Secretary for Transport & Housing (Housing) has been changed to the Permanent Secretary for Housing.
3. For full details of the above provisions and other provisions in the Lease, please refer to the Lease. Full script of the Lease is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.

17 公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 保養「天然山坡緩解和鞏固工程」

(i) 批地文件的有關條文

「該租契」條款第3.28(a)至(j)條訂明：

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

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

1. MAINTENANCE OF NATURAL TERRAIN MITIGATION AND STABILIZATION WORKS

(i) Relevant provisions of the land grant

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

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

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

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

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

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

(ii) 公契的有關條文

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

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

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

2. 綠色加黑斜線範圍

(i) 批地文件的有關條文

「該租契」條款第3.29(a)至(b)條訂明：

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

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

2. GREEN HATCHED BLACK AREA

(i) Relevant provisions of the land grant

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

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

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

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

(ii) 公契的有關條文

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

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

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

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

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

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

3. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第4.10(a)至(b)條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須就上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 公契的有關條文

除在售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(i)項(1)款及(2)款，「經理人」具有權力、職能及責任妥當保養：
 - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。
 - (2) 不論位於「該地段」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和保養以令「署長」滿意的排水渠和管道。

3. DRAINS AND CHANNELS

(i) Relevant provisions of the land grant

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

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

- ii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能及責任以令「署長」滿意的方式興建及保養所需的排水渠及管道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最近的水道、集水井、管道或政府雨水渠。
 - iii. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能及責任根據「該租契」第5.3條提述以令「署長」滿意的方式維護、保養及維修全部或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
 - iv. 根據「公契」第四節第18條第(bh)項，「經理人」具有權力、職能及責任根據「該租契」第4.10條提述以令「署長」滿意的方式興建及保養所需的排水渠及管道。
 - v. 根據「公契」第七節第51(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務(專為「住宅大廈」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水道、總水喉管和管道及其他地方的維修費用與開支所有其他費用與支出。
 - vi. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支撐「住宅大廈」而建造的地基、支柱、軸承及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管和管道及其他地方的維修費用與開支所有其他費用與支出。
 - vii. 根據「公契」第二附表B部分第(a)條，持有每份「不分割份數」及其持有、使用、佔用及享用「屋苑」的部分受制於「經理人」的全權及特權在發出通知(緊急情況除外)後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人士進入「屋苑」任何部分，執行「屋苑」或其任何部分(包括「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用與或安裝於「該地段」及「屋苑」或其中任何部分以作為供「該地段」及「屋苑」享用的任何設施而非作為個別「業主」的個人目的或享用的任何其他器具、設施或服務之必要保養或維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使行公契或「副公契」(如有)訂明「經理人」具有的權力及職責，儘量減少干擾並須立即修復因此造成的損壞，但須以下列條件作為前提：「經理人」須自費修復因此造成的任何損壞並對「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為負責，並須儘量減少干擾。
- ii. Pursuant to Clause 18(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the Lot to the satisfaction of the Director.
 - iii. Pursuant to Clause 18(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3 of the Lease to the satisfaction of the Director.
 - iv. Pursuant to Clause 18(bh) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to and required under Clause 4.10 of the Lease to the satisfaction of the Director.
 - v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the Lease.
 - vi. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns, bearings and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
 - vii. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

- viii. 根據「公契」第二附表B部分第(b)條，持有每份「不分割份數」及其持有、使用、佔用及享用「屋苑」的部分受制於通過目前或今後任何時候在他擁有的「屋苑」部分或其中任何部分的污水渠、排水渠、水道、電纜、管道及電線，將水、污水、氣體、電力暢通無阻地輸送出入「屋苑」(他擁有的「屋苑」部分以外)。
- ix. 根據「公契」第四附表第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部份之有缺陷的排水渠、出水口、或連接至任何廁所或其他用水裝置，及承擔上述排水渠、出水口及連接設備的失修所造成「屋苑」任何其他部份的任何損壞。

4. 公用事業設施或其他服務

(i) 批地文件的有關條文

「該租契」條款第5.3(a)至(c)條訂明：

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

- viii. Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.
- ix. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

4. UTILITY OR OTHER SERVICES

(i) Relevant provisions of the land grant

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

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

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

(ii) 公契的有關條文

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

- B** 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施
不適用
- C** 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地
不適用
- D** 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分
不適用

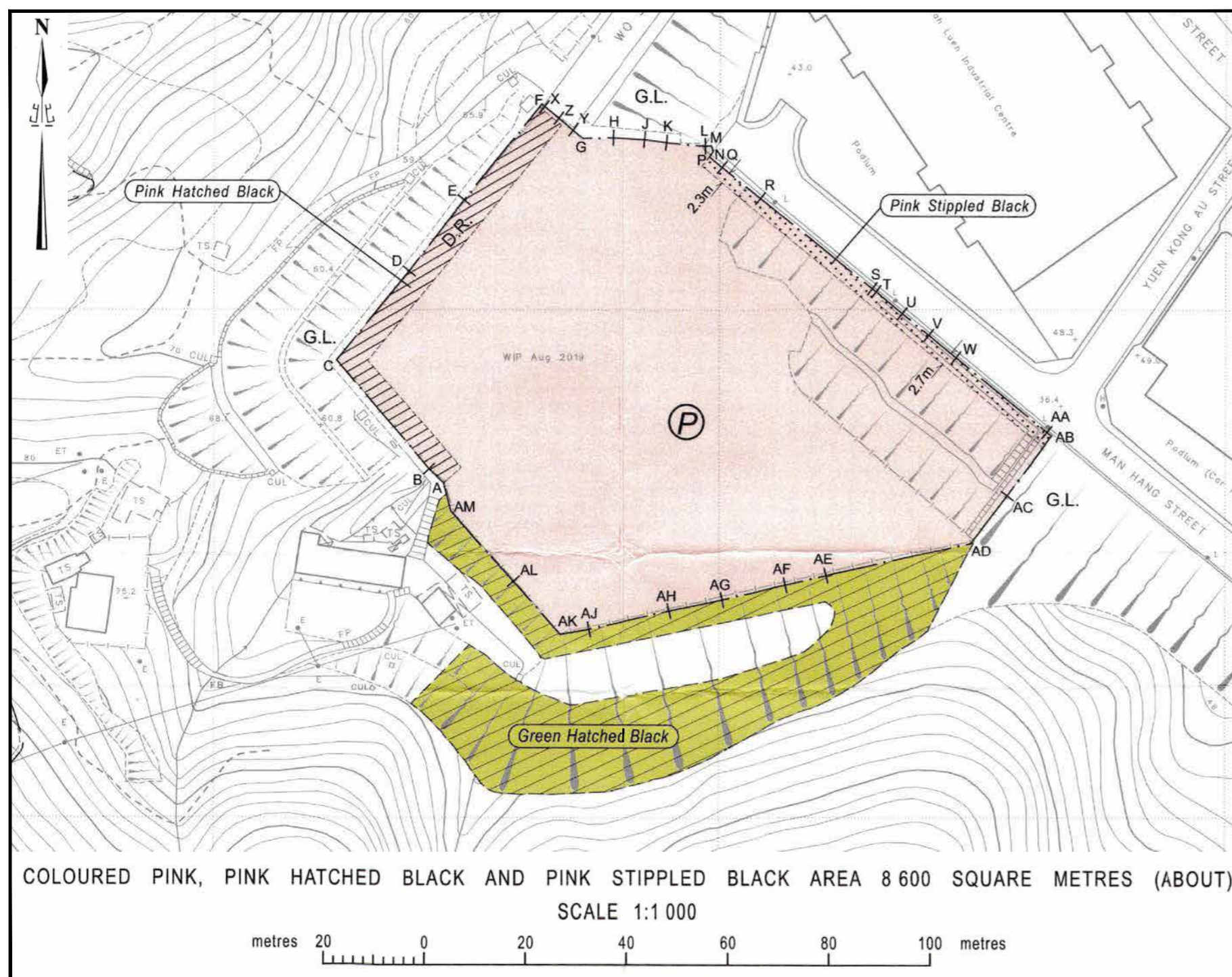
(ii) Relevant Provisions of the Deed of Mutual Covenant

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

- B** Any Facilities that are Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development
Not applicable
- C** Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development
Not applicable
- D** Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)
Not applicable

彩禾苑「該租契」附圖(摘錄)

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



圖例 NOTATION

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

18 對買方的警告

Warning to Purchasers

香港房屋委員會(下稱「房委會」)所委聘的律師，只代表房委會，並不能保障買方的權益。各買方宜另行委託其所選擇的律師行，就其向房委會購買居者有其屋計劃單位事宜，提供意見及作為其代表。

注意事項：

- 1 倘買方另行委託其所選擇的律師行，就購買單位事宜代表他們，有關的律師行即能夠在買樓交易的每個階段，向買方提供獨立意見。
- 2 買方會在房委會的職員面前，簽署買賣協議。儘管如此，有關職員只會向買方詮釋買賣協議的內容，並見證其簽署買賣協議，但不會就買賣協議或與交易有關的任何其他事宜，向買方提供任何法律意見。
- 3 倘買方沒有另行委託其所選擇的律師行代表他們完成買樓交易，便會在房委會的律師處，簽立轉讓契據。房委會的律師只會向買方詮釋轉讓契據的內容，並見證其簽立轉讓契據，而不會在交易中擔任買方的代表律師，亦不會就買賣協議或與交易有關的任何其他事宜，向買方提供意見。在該等情況下，房委會就交易支付的法律費用，須由買方(而非房委會)承擔。由於房委會的律師在交易中並非買方的律師，因此不能保障買方的權益。

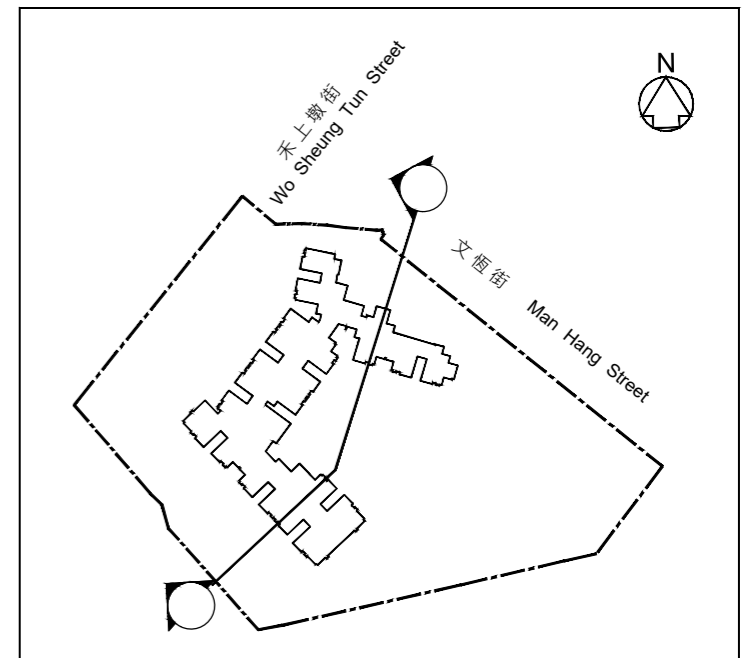
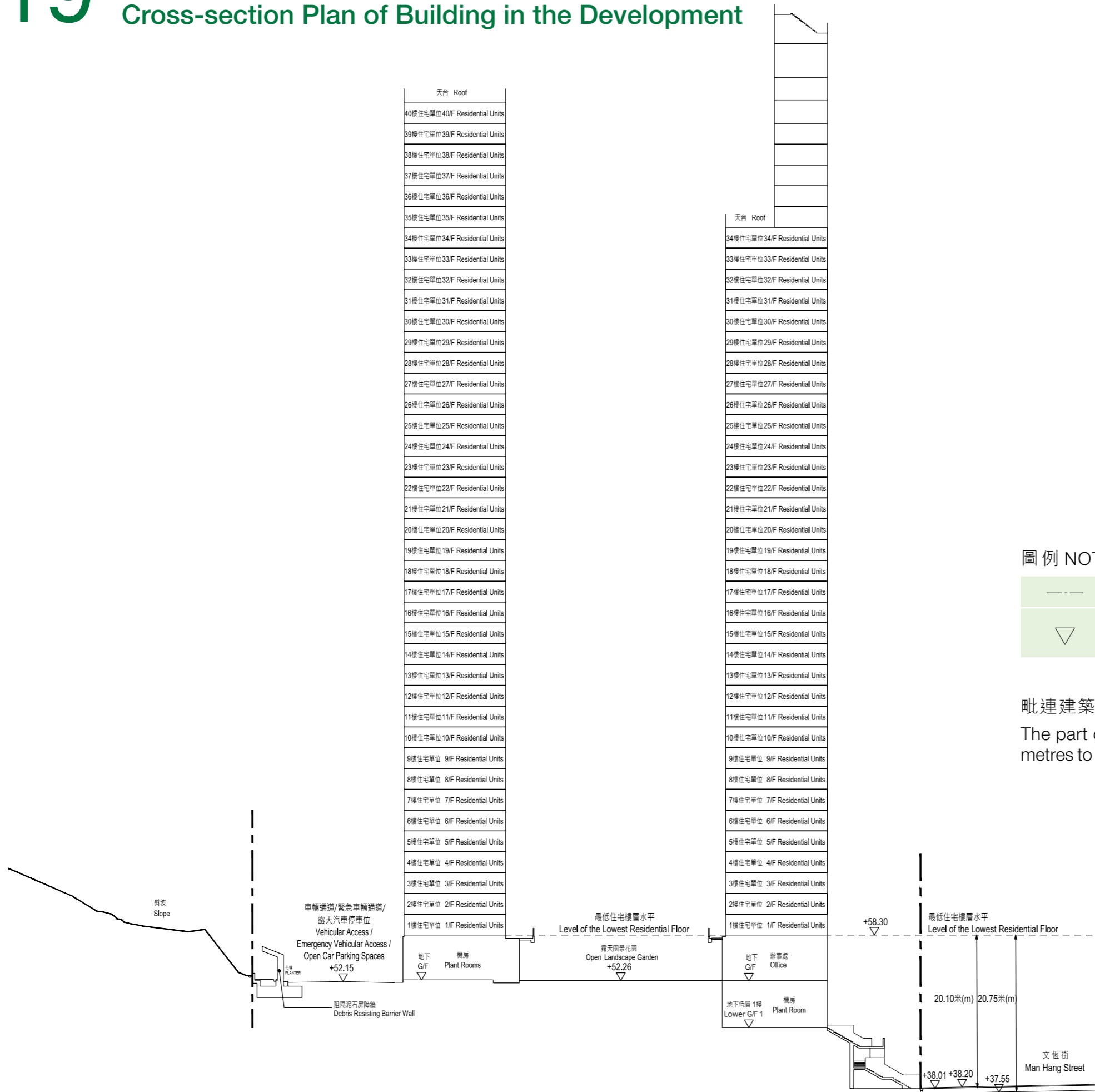
The solicitors appointed by the Hong Kong Housing Authority (HA) are acting for the HA only and will not be able to protect the purchasers' interest. All purchasers are urged to instruct a separate firm of solicitors of their choice to advise them and act for them in relation to their purchase of a Home Ownership Scheme flat from the HA.

It should be noted that:

- 1 If the purchasers instruct a separate firm of solicitors of their choice to act for the purchasers in relation to their purchase, that firm of solicitors will be able to give independent advice to the purchasers at every stage of their purchase.
- 2 Although the purchasers will sign the agreement for sale and purchase (ASP) before the staff of the HA, the staff will only interpret the contents of the ASP to the purchasers and attest their signing of the ASP. The staff will not give the purchasers any legal advice on the ASP or any other matters in connection with the transaction.
- 3 If the purchasers do not instruct a separate firm of solicitors of their choice to act for them in their completion of the purchase, they will execute the assignment before the solicitors of the HA. The solicitors of the HA will only interpret the contents of the assignment to them and attest their execution, and will not act as the purchasers' solicitors in the transaction, and will not advise the purchasers on the ASP or any other matters in connection with the transaction. In such cases, the legal fees of the HA in the transaction shall be borne by the purchasers and not the HA. The solicitors of the HA, not being the purchasers' solicitors in the transaction, will not be able to protect the purchasers' interest.

19 發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development



指示圖
KEY PLAN

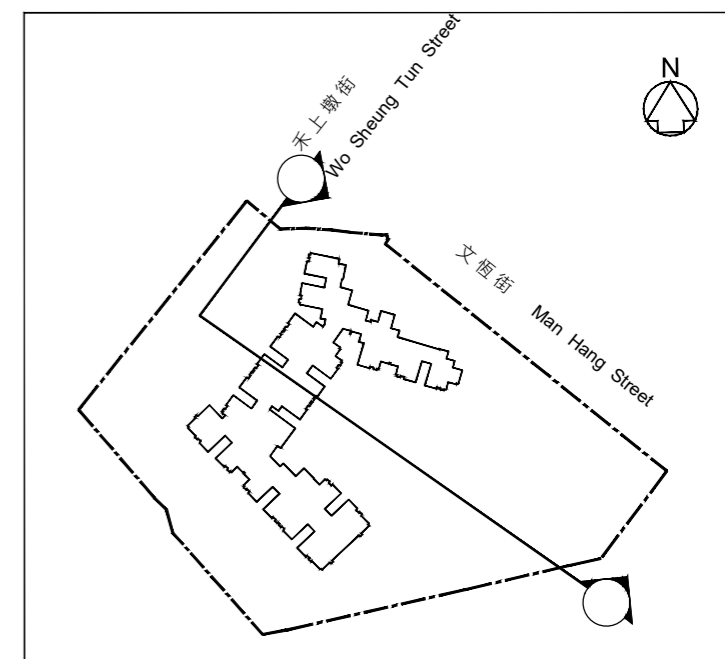
圖例 NOTATION

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

毗連建築物的一段文恆街為香港主水平基準以上37.55至38.20米。
The part of Man Hang Street adjacent to the building is from 37.55 metres to 38.20 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖 Cross-section Plan of Building in the Development

天台 Roof
40樓住宅單位 40/F Residential Units
39樓住宅單位 39/F Residential Units
38樓住宅單位 38/F Residential Units
37樓住宅單位 37/F Residential Units
36樓住宅單位 36/F Residential Units
35樓住宅單位 35/F Residential Units
34樓住宅單位 34/F Residential Units
33樓住宅單位 33/F Residential Units
32樓住宅單位 32/F Residential Units
31樓住宅單位 31/F Residential Units
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28樓住宅單位 28/F Residential Units
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26樓住宅單位 26/F Residential Units
25樓住宅單位 25/F Residential Units
24樓住宅單位 24/F Residential Units
23樓住宅單位 23/F Residential Units
22樓住宅單位 22/F Residential Units
21樓住宅單位 21/F Residential Units
20樓住宅單位 20/F Residential Units
19樓住宅單位 19/F Residential Units
18樓住宅單位 18/F Residential Units
17樓住宅單位 17/F Residential Units
16樓住宅單位 16/F Residential Units
15樓住宅單位 15/F Residential Units
14樓住宅單位 14/F Residential Units
13樓住宅單位 13/F Residential Units
12樓住宅單位 12/F Residential Units
11樓住宅單位 11/F Residential Units
10樓住宅單位 10/F Residential Units
9樓住宅單位 9/F Residential Units
8樓住宅單位 8/F Residential Units
7樓住宅單位 7/F Residential Units
6樓住宅單位 6/F Residential Units
5樓住宅單位 5/F Residential Units
4樓住宅單位 4/F Residential Units
3樓住宅單位 3/F Residential Units
2樓住宅單位 2/F Residential Units
1樓住宅單位 1/F Residential Units
地下 G/F 升降機大堂及機房 Lift Lobby & Plant Rooms

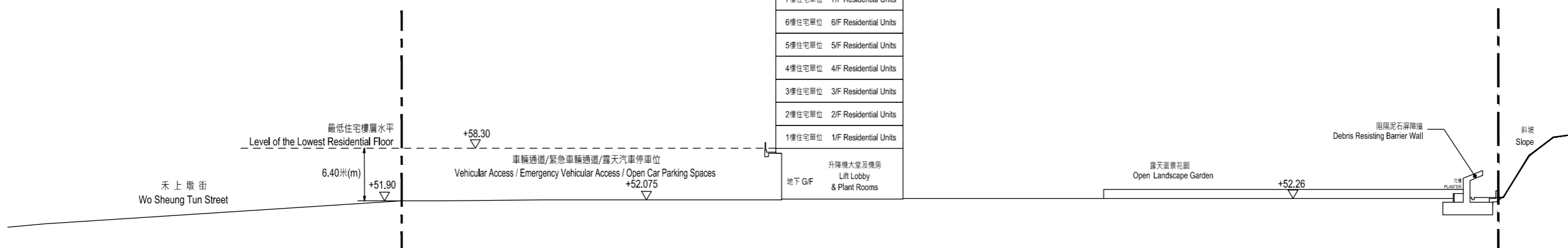


指示圖
KEY PLAN

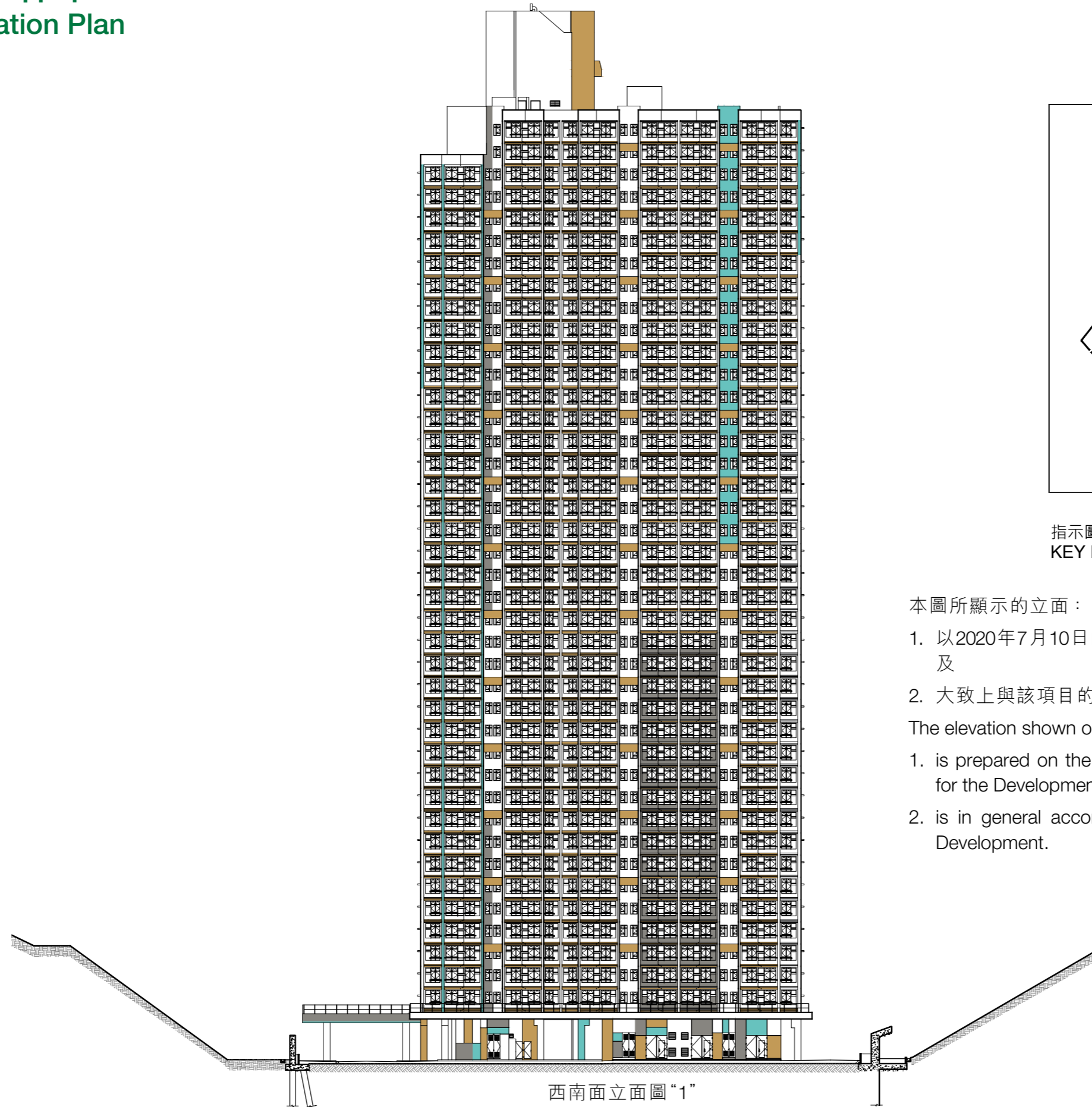
圖例 NOTATION

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

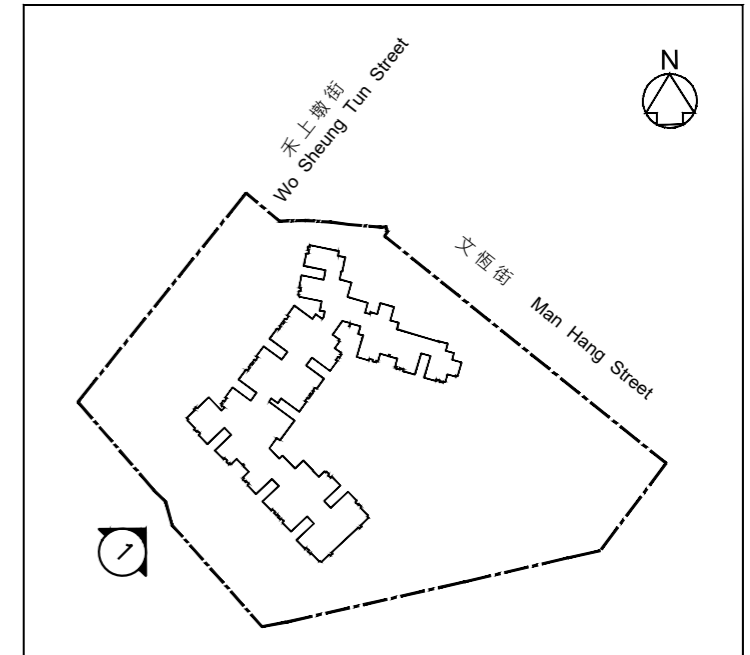
毗連建築物的一段禾上墩街為香港主水平基準以上51.90米。
The part of Wo Sheung Tun Street adjacent to the building is 51.90 metres above the Hong Kong Principal Datum.



20 立面圖 Elevation Plan



西南面立面圖“1”
South West Elevation Plan “1”



指示圖
KEY PLAN

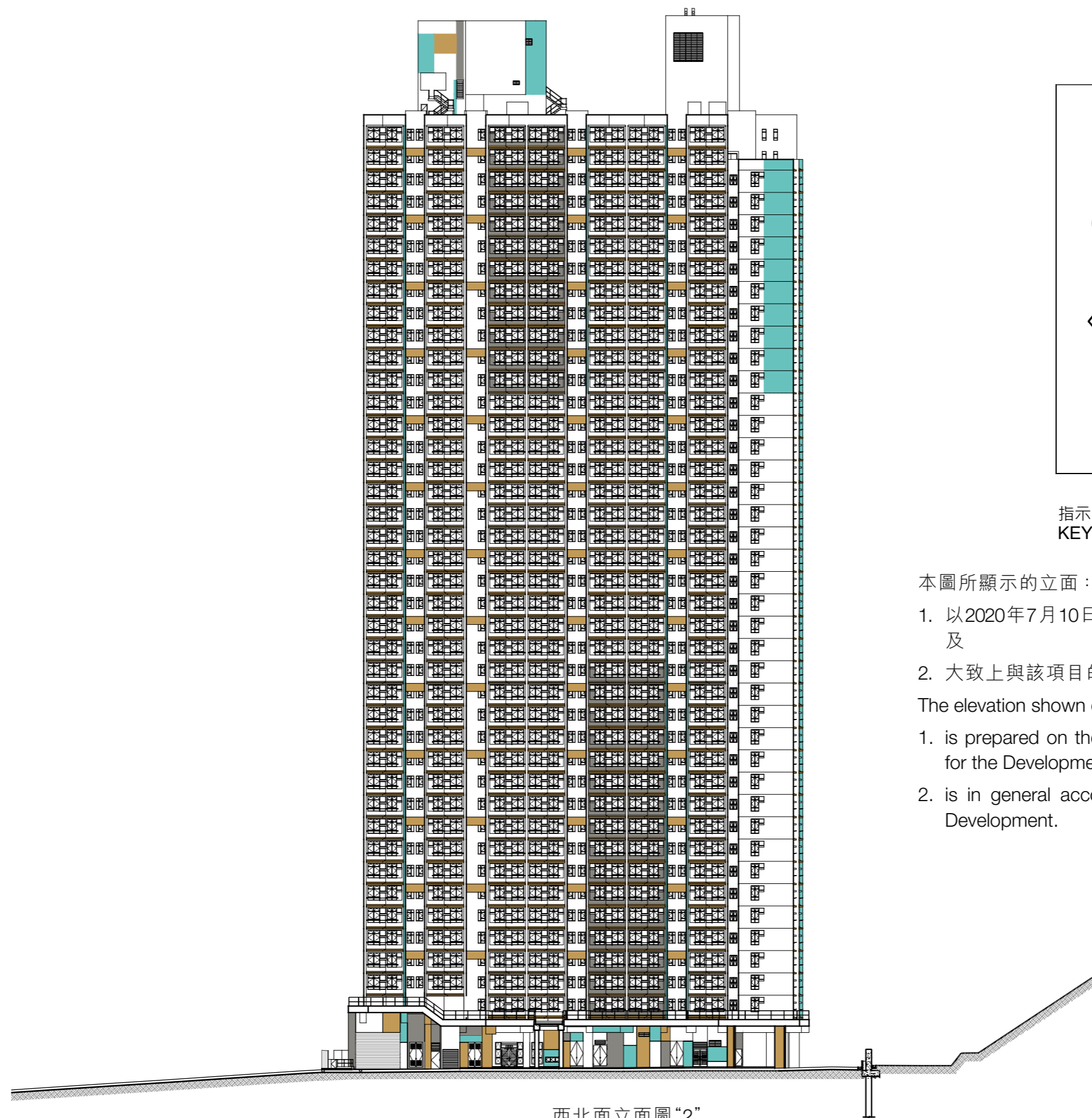
本圖所顯示的立面：

1. 以2020年7月10日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

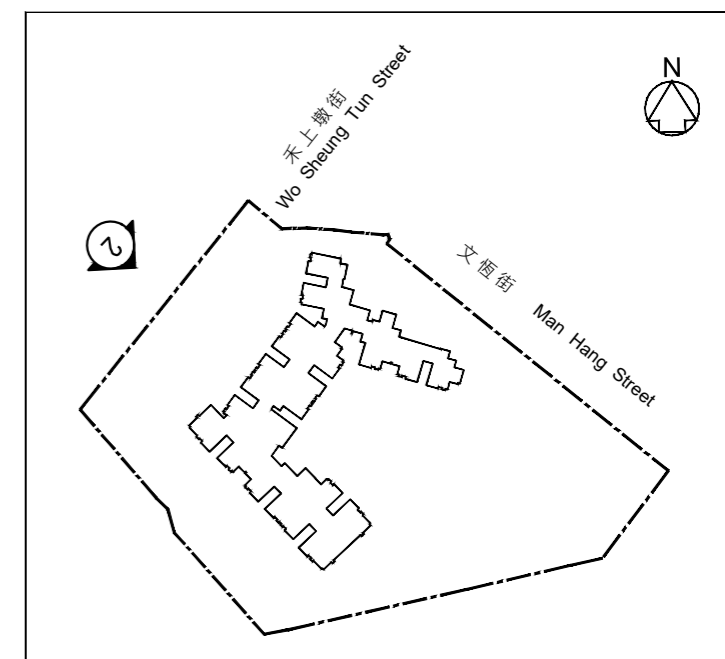
1. is prepared on the basis of the approved general building plans for the Development as of 10 July 2020; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



西北面立面圖“2”

North West Elevation Plan “2”



指示圖
KEY PLAN

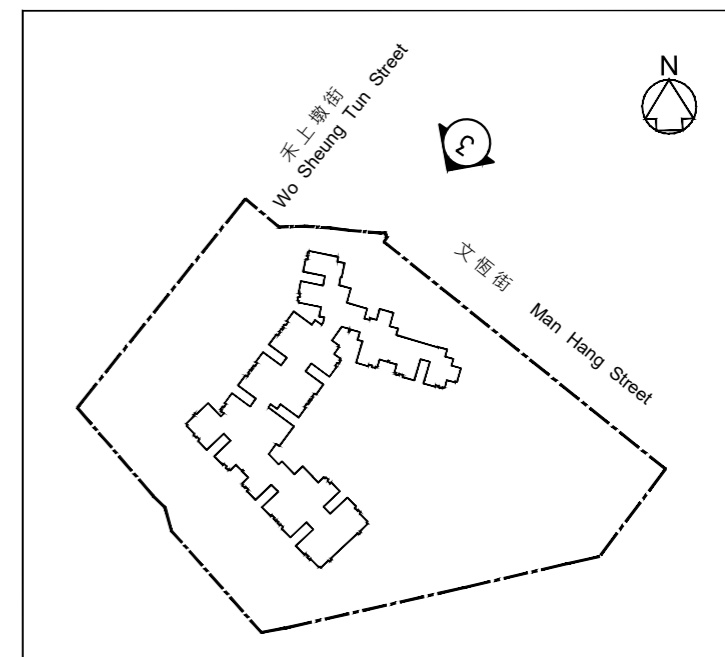
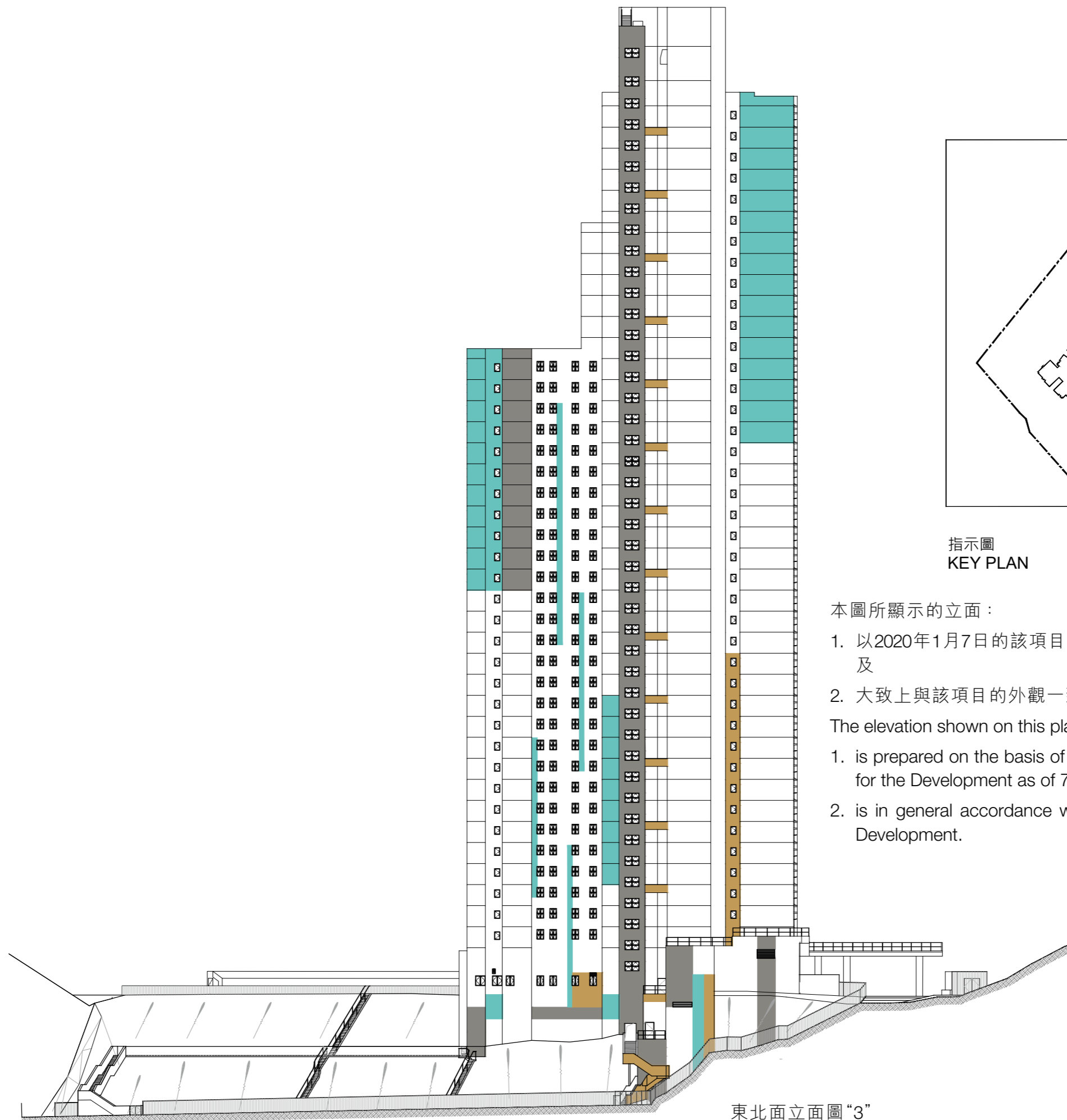
本圖所顯示的立面：

1. 以2020年7月10日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 10 July 2020; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



指示圖
KEY PLAN

本圖所顯示的立面：

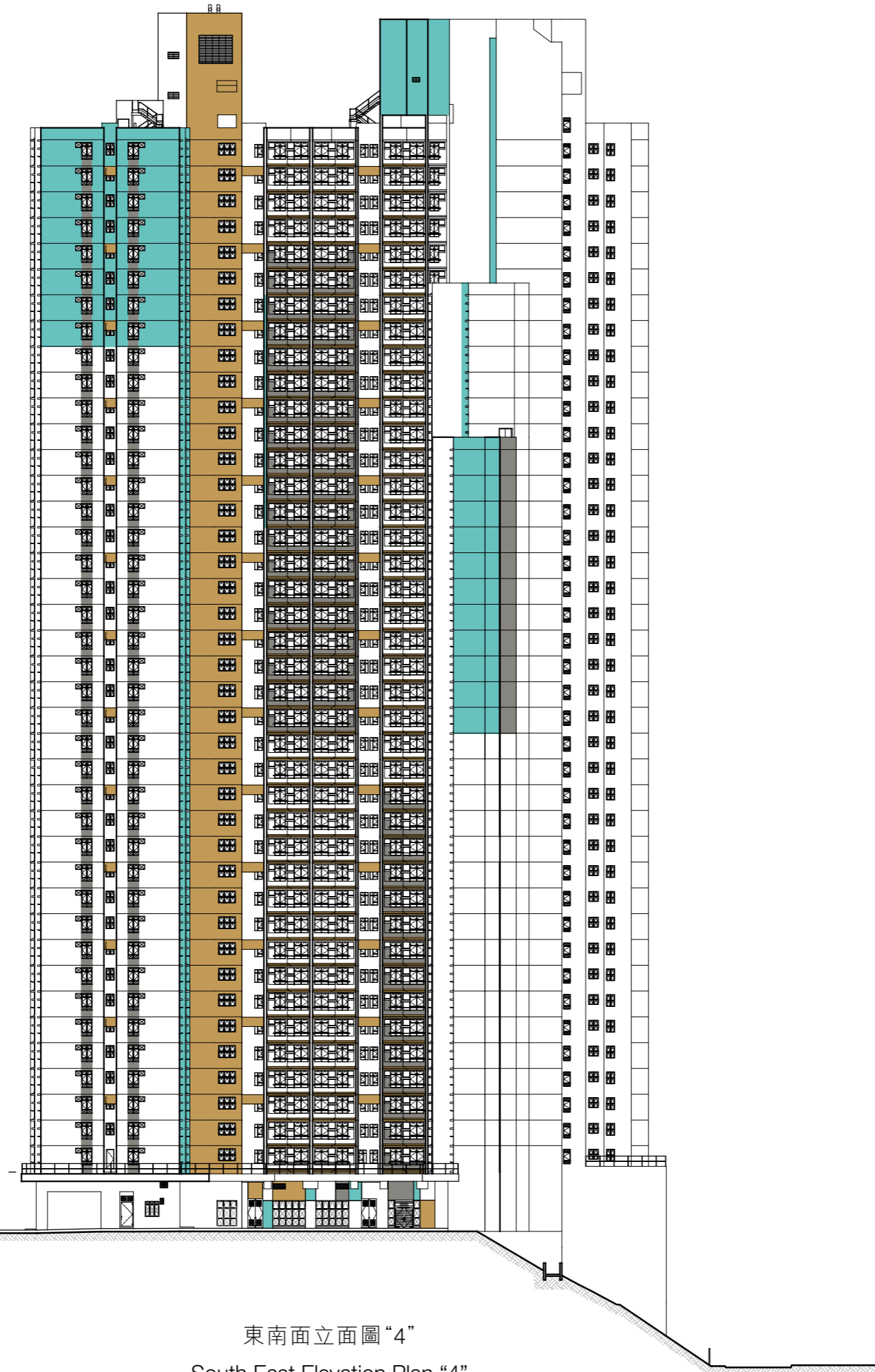
1. 以2020年1月7日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

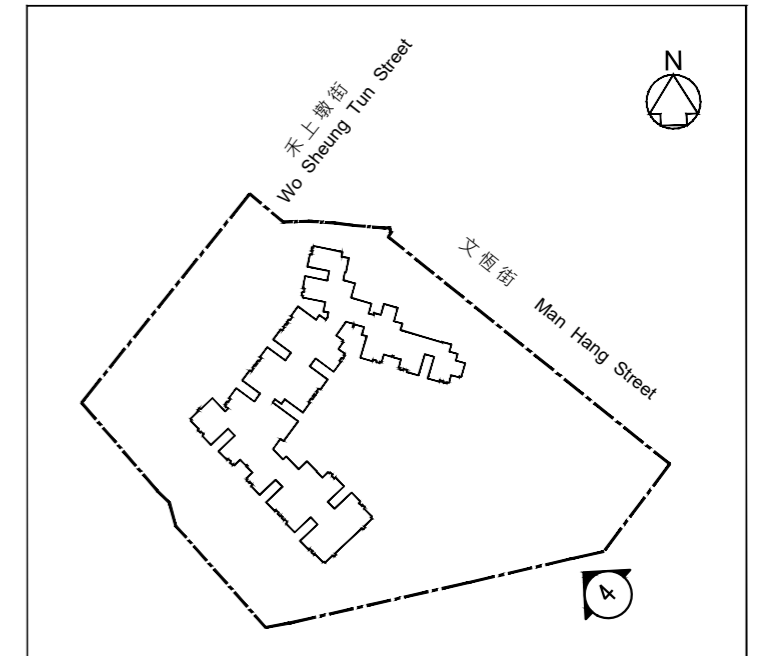
1. is prepared on the basis of the approved general building plans for the Development as of 7 January 2020; and
2. is in general accordance with the outward appearance of the Development.

東北面立面圖“3”
North East Elevation Plan “3”

立面圖
Elevation Plan



東南面立面圖“4”
South East Elevation Plan “4”



指示圖
KEY PLAN

本圖所顯示的立面：

1. 以2020年7月10日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 10 July 2020; and
2. is in general accordance with the outward appearance of the Development.

21

發展項目中的公用設施的資料 Information on Common Facilities in the Development

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	145.4	189.5	334.9
	平方呎 sq.ft.	1,565	2,040	3,605

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

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

22 閱覽圖則及公契

Inspection of Plans and Deed of Mutual Covenant

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
 - 2 彩禾苑的公契在將住宅物業提供出售的日期的最新擬稿的文本存放在住宅物業的售樓處於開放時間內以供閱覽。
 - 3 無須為閱覽付費。
- 1 A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
 - 2 A copy of the latest draft of the Deed of Mutual Covenant in respect of Choi Wo Court as at the date on which the residential property is offered to be sold is available for inspection during opening hours at the place at which the residential property is offered to be sold.
 - 3 The inspection is free of charge.

23 裝置、裝修物料及設備

Fittings, Finishes and Appliances

1 外部裝修物料 EXTERIOR FINISHES			
a	外牆 External wall	髹上外牆漆。地下和地下低層外牆局部鋪砌人造麻石磚。	Finished with external paint. Some finished with artificial granite tiles at G/F and lower ground floors.
b	窗 Windows	<p>1樓的1號單位及12號至21號單位; 2樓至38樓的1號至3號單位及12號至21號單位; 39樓至40樓的1號至3號單位、12號至16號單位及18號至21號單位的客/飯廳向西南及西北面的窗選用鋁質窗框配有色玻璃。若玻璃片的任何一部分距離地板低於1.1米, 該玻璃片則採用有色強化玻璃。</p> <p>其他單位的客/飯廳選用鋁質窗框配清玻璃。若玻璃片的任何一部分距離地板低於1.1米, 該玻璃片則採用強化清玻璃。</p> <p>廚房選用鋁質窗框配清玻璃。若玻璃片的任何一部分距離地板低於1.1米, 該玻璃片則採用強化清玻璃。</p> <p>浴室選用鋁質窗框配壓花清玻璃。若玻璃片的任何一部分距離地板低於1.1米, 該玻璃片則採用強化壓花清玻璃。</p> <p>固定窗選用鋁質窗框配清玻璃, 可以用六角匙開啟。</p> <p>有關裝設固定窗之單位及有關窗戶的位置, 請參閱第119頁。</p>	<p>For Flat 1 and Flat 12 to 21 on 1/F; Flat 1 to 3 and Flat 12 to 21 on 2/F to 38/F; Flat 1 to 3, Flat 12 to 16 and Flat 18 to 21 on 39/F to 40/F aluminium window frame fitted with tinted float glass is fitted to windows facing south-west and north-west at living / dining room of each flat. When any part of the glass panel is less than 1.1m above floor level, tinted tempered glass is used for such glass panel.</p> <p>For other flats, aluminium window frame fitted with clear float glass is fitted to living / dining room of each flat. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.</p> <p>Fixed windows with aluminium window frame fitted with clear float glass openable with allen key.</p> <p>Please refer to page 119 for flats installed with fixed windows and the locations of such windows.</p>
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	不適用	Not applicable
f	乾衣設施 Drying facilities for clothing	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.
2 室內裝修物料 INTERIOR FINISHES			
a	大堂 Lobby	<p>地下主入口大堂: 牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板設有鋁質條子天花及髹上乳膠漆。</p> <p>標準樓層升降機大堂: 牆壁髹上外牆漆。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p>	<p>Ground floor lobby: Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is finished with aluminium strip suspended ceiling and emulsion paint.</p> <p>Typical floor lobby: Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p>

裝置、裝修物料及設備 Fittings, Finishes and Appliances

2 室內裝修物料 INTERIOR FINISHES			
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.
d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。灶台面為人造樹脂。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface.
3 室內裝置 INTERIOR FITTINGS			
a	門 Doors	<p>單位大門： 單位大門選用漆面實心木門配五金配件及防盜眼。</p> <p>浴室門： 浴室門選用空心木門(一面漆面，一面膠板面)配五金配件。</p> <p>廚房門： 廚房門選用漆面實心木門配防火玻璃及五金配件。</p>	<p>Flat entrance door: Entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer.</p> <p>Bathroom door: Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries.</p> <p>Kitchen door: Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.</p>
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盤、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣桿、以過底磚及人造麻石磚為飾面的淋浴間、鍍鉻黃銅混合式花灑水龍頭、花灑套裝及浴簾桿。冷熱水供水系統採用銅喉管。	Fittings and equipment include vitreous china basin, vitreous china water closet and cistern, vitreous china toilet paper holder, chromium plated brass basin mixer, wall-mounted mirror, clothing drying rod, shower area finished with homogeneous tiles and artificial granite tiles, chromium plated brass shower mixer with shower set and curtain rail. Copper pipes are used for cold and hot water supply system.
c	廚房 Kitchen	廚房設有不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench top with polymer resin surface. Copper pipes are used for cold and hot water supply system.
d	睡房 Bedroom	不適用	Not applicable
e	電話 Telephone	客/飯廳設有一個電話插座。	One telephone outlet is provided in the living/dining room.

3 室內裝置 INTERIOR FITTINGS			
f	天線 Aerials	客/飯廳設有電視/調頻收音機插座接收本地電視及電台節目，另有空間預留給電訊及廣播服務及空間預留給買方自行安裝電視/調頻收音機插座。有關插座及空間預留的數目，請參閱「住宅物業機電裝置數量說明表」。	TV/FM outlets for local TV and FM radio programmes, reserved space(s) for telecommunications and broadcasting services and reserved space(s) for installation of TV/FM outlet by purchasers, are provided in the living/dining room. For number of the outlets and reserved spaces, please refer to the Schedule of Mechanical and Electrical Provisions of Residential Properties.
g	電力裝置 Electrical installations	各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
h	氣體供應 Gas supply	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	洗衣機接駁點 Washing machine connection point	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	供水 Water supply	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.
4 雜項 MISCELLANEOUS			
a	升降機 Lifts	<p>四部「蒂森」牌客用升降機 (型號為SC300M)：</p> <ul style="list-style-type: none"> • 1號升降機服務地下至20樓 • 2號升降機服務地下至40樓 • 4號升降機服務地下至20樓 • 5號升降機服務地下至20樓 <p>三部「蒂森」牌客用升降機 (型號為SC400)：</p> <ul style="list-style-type: none"> • 3號升降機服務地下、21樓至40樓 • 6號升降機服務地下、21樓至40樓 • 7號升降機服務地下、21樓至40樓 	<p>Four “thyssenkrupp” passenger lifts (Model No. SC300M):</p> <ul style="list-style-type: none"> • Lift No. 1 serves G/F to 20/F • Lift No. 2 serves G/F to 40/F • Lift No. 4 serves G/F to 20/F • Lift No. 5 serves G/F to 20/F <p>Three “thyssenkrupp” passenger lifts (Model No. SC400):</p> <ul style="list-style-type: none"> • Lift No. 3 serves G/F, 21/F to 40/F • Lift No. 6 serves G/F, 21/F to 40/F • Lift No. 7 serves G/F, 21/F to 40/F

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4 雜項 MISCELLANEOUS			
b	信箱 Letter box	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
c	垃圾收集 Refuse collection	1樓至40樓的公用地方設有垃圾及物料回收室及垃圾槽，地面設有垃圾及物料回收房和垃圾收集站中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 1/F to 40/F. Refuse storage and material recovery chamber and refuse collection points are provided on the ground level for centralised processing of refuse.
d	水錶、電錶及氣體錶 Water meter, electricity meter and gas meter	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make an individual application for installation of town gas meter).
5 保安設施 SECURITY FACILITIES			
		設有閉路電視監察系統監控升降機內，各地下入口，各臨時庇護處，各頂層出口及外圍範圍狀況。 閉路電視監控設備設於住宅樓宇地下保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, temporary refuge spaces, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of the residential building.
6 設備 APPLIANCES			
		各兩浴室的單位設有一部「TGC」牌煤氣熱水爐(型號TGC ST20SD)在其中一浴室內。 各一浴室的單位設有一部「TGC」牌煤氣熱水爐(型號TGC ST13SK)在浴室內。	One "TGC" town gas water heater (Model No.TGC ST20SD) is provided in one of the bathrooms, for each flat with two bathrooms. One "TGC" town gas water heater (Model No.TGC ST13SK) is provided in the bathroom, for each flat with one bathroom.

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

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

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

			樓層 Floor																			
			單位 Flat	1	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	4	4	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3
	雙極開關掣	Double Pole Switch		2	3	3	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2
	天花燈咀	Ceiling Lamp Holder		3	4	4	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3
	13安培雙頭插座	13A Twin Socket Outlet		8	11	11	11	11	8	8	11	14	14	8	8	11	11	14	8	8	8	8
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	3	3	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

			樓層 Floor		1樓 1/F																		
			單位 Flat		1	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
廚房 Kitchen	燈掣	Lighting Switch			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet			2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plates.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

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

			樓層 Floor		2樓-28樓 2/F-28/F																				
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	3	4	4	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	雙極開關掣	Double Pole Switch		2	2	2	3	3	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	
	天花燈咀	Ceiling Lamp Holder		3	3	3	4	4	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	13安培雙頭插座	13A Twin Socket Outlet		8	8	8	11	11	11	11	8	8	11	14	14	8	8	11	11	14	8	8	8	8	
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	2	3	3	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	2
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

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

			樓層 Floor		2樓-28樓 2/F-28/F																			
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plates.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

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

			樓層 Floor		29樓 – 34樓 29/F – 34/F																		
			單位 Flat	1	2	3	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	3	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	雙極開關掣	Double Pole Switch		2	2	2	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	
	天花燈咀	Ceiling Lamp Holder		3	3	3	4	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	13安培雙頭插座	13A Twin Socket Outlet		8	8	8	11	11	8	8	11	14	14	8	8	11	11	14	8	8	8	8	
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	2	3	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	2
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	1	
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	2	
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	2	
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

裝置、裝修物料及設備 Fittings, Finishes and Appliances

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

			樓層 Floor		29樓 – 34樓 29/F – 34/F																	
			單位 Flat	1	2	3	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plates.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

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

			樓層 Floor		35樓 – 38樓 35/F – 38/F																	
			單位 Flat	1	2	3	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	3	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	雙極開關掣	Double Pole Switch		2	2	2	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	
	天花燈咀	Ceiling Lamp Holder		3	3	3	4	3	3	4	5	5	3	3	4	4	5	3	3	3	3	
	13安培雙頭插座	13A Twin Socket Outlet		8	8	8	11	8	8	11	14	14	8	8	11	11	14	8	8	8	8	
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	2	3	2	2	3	4	4	2	2	3	3	4	2	2	2	2	
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	2	2	1	1	1	1	2	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	3	3	2	2	2	2	3	2	2	2	2	
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

裝置、裝修物料及設備 Fittings, Finishes and Appliances

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

			樓層 Floor		35樓 – 38樓 35/F – 38/F																	
			單位 Flat	1	2	3	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣 (註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣 (註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plates.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

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

			樓層 Floor		39樓 – 40樓 39/F – 40/F																
			單位 Flat	1	2	3	7	8	9	10	11	12	13	14	15	16	18	19	20	21	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	3	4	3	3	4	5	5	3	3	4	4	3	3	3	3	
	雙極開關掣	Double Pole Switch		2	2	2	3	2	2	3	4	4	2	2	3	3	2	2	2	2	
	天花燈咀	Ceiling Lamp Holder		3	3	3	4	3	3	4	5	5	3	3	4	4	3	3	3	3	
	13安培雙頭插座	13A Twin Socket Outlet		8	8	8	11	8	8	11	14	14	8	8	11	11	8	8	8	8	
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	2	3	2	2	3	4	4	2	2	3	3	2	2	2	2	2
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	1	
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		2	2	2	2	2	2	2	3	3	2	2	2	2	2	2	2	2	
	接駁器(註4)	Connection Unit (Note 4)		2	2	2	2	2	2	2	3	3	2	2	2	2	2	2	2	2	
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

裝置、裝修物料及設備 Fittings, Finishes and Appliances

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

			樓層 Floor		39樓 – 40樓 39/F – 40/F															
			單位 Flat	1	2	3	7	8	9	10	11	12	13	14	15	16	18	19	20	21
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plates.
3. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plates.
4. The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

24 服務協議

Service Agreements

不適用 Not applicable

25 地稅

Government Rent

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

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

26 買方的雜項付款 Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

註：買方須自費及自行安排清理所有裝修廢料，並將其搬離屋苑。

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

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

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

27 欠妥之處的保養責任期 Defects Liability Warranty Period

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

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

28 斜坡維修

Maintenance of Slopes

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

「該租契」(見批地文件的摘要內的定義)條款第3.3條訂明：

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

「該租契」條款第3.28(a)至(j)條訂明：

- (a) 「承租人」現確認，「該地段」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡而在「該地段」範圍以外出現的危害。
- (b) 在房屋署總建築師就已建或擬建於「該地段」的建築物發出完工證明書之前，「承租人」須按「署長」絕對酌情決定的批准或要求，在「該地段」內以「署長」滿意的方式自費進行及完成緩解和鞏固工程及相關之工程(下統稱「內部工程」)，以保障已建或擬建於「該地段」的建築物和其住客、其真正的賓客、訪客和受邀進入者免受山泥傾瀉和巨石下墜的危害。「承租人」現確認，截至「該租契」當日，「內部工程」已進行。
- (c) 「承租人」在「批租年期」(見批地文件的摘要內的定義)期間須以令「署長」滿意的方式自費保養「內部工程」使其維持在良好和修繕妥當的狀況，以確保「內部工程」能繼續發揮其設定的作用。保養工程包括但不限於清理下墜於「內部工程」或下墜於「該租契」條款第3.28條(d)款所指的「天然山坡危害緩解和鞏固工程圖則」上所示的「該地段」或政府土地位置的山泥傾瀉泥石或巨石。如「承租人」違反責任，沒有按「該租契」規定保養「內部工程」，除政府可針對「承租人」而具有權利和補救外，「署長」亦有權以書面通知要求「承租人」在「署長」絕對酌情決定認為適當的限期內進行該等保養工程。如「承租人」忽略或沒有在通知書訂明的限期內

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

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

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

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

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilization works and associated works as the Director in his absolute discretion shall approve or require within the Lot (hereinafter collectively referred to as "the Inside Works") to protect buildings erected or to be erected on the Lot and residents therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Inside Works.
- (c) The Lessee shall at all times during the Lease Term (as defined in the Summary of Land Grant) maintain at its own expense the Inside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Inside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or onto the areas of the Lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (d) of Clause No. 3.28 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Inside Works as provided in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith

遵行有關要求並令「署長」滿意，「署長」可隨即執行及進行所需的保養工程，「承租人」須按要求向政府償還該等工程的費用，以及任何行政和專家費用和收費。

- (d) 「承租人」須自費到土地註冊處就「該地段」註冊獲「署長」批准的圖則，表明「內部工程」位置、性質和涵蓋範圍，以及「該地段」及政府土地內「承租人」可能須要或被要求進行保養工程的位置和範圍，包括「該地段」及政府土地內根據「該租契」條款第3.28條(c)款「承租人」可能須要或被「署長」要求清理山泥傾瀉泥石或巨石的地方(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。除非事先獲得「署長」的書面同意，否則不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。除非獲得「署長」批准，否則在該圖則註冊前不得訂立任何影響「該地段」或其任何部分或已建或擬建於「該地段」的任何建築或其任何部分的交易。
- (e) 「該租契」規定須就「內部工程」進行的所有保養工程，必須在各方面符合《建築物條例》及其下的規例、任何修訂法例及任何其他相關的政府法例。
- (f) 如事先獲得「署長」的書面同意，並符合「署長」酌情決定施加的條款和條件，「承租人」及其承辦商、工人或任何其他獲其授權的人士可進入毗連「該地段」的政府土地，而不論是否備有工具或設備，以進行、檢查及保養「內部工程」。
- (g) 倘若因進行、檢查及保養「該租契」規定的「內部工程」而造成或引起任何政府土地或「該地段」以外任何土地損毀，「承租人」須在「署長」決定的限期內以各方面均令「署長」滿意的方式，自費將該等損毀修復。
- (h) 「承租人」必須在任何時間准許「署長」、其人員、承辦商、其工人或任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出及返回及通過「該地段」或其任何部分及已建或擬建於「該地段」的建築物，以檢查「承租人」根據「該租契」條款第3.28條須進行的任何工程，以及按照「該租契」條款第3.28條(c)款進行任何工程或進行「署長」認為必須的任何其他工程。
- (i) 政府或「署長」均不會為「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.28條(h)款而有權進入及進行任何工程所引起或附帶

execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.

- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the location and extent of the areas of the Lot and the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Lot and the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.28 of the Lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilization Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.
- (e) All maintenance works to the Inside Works as provided in the Lease shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Inside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Inside Works as provided in the Lease, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.28 of the Lease and carrying out any works in accordance with sub clause (c) of Clause No. 3.28 of the Lease or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the

引起而引致或蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權向政府或「署長」或獲其授權的人士提出任何索償，亦無權就該等損失、損害、滋擾或干擾獲得任何補償。

- (i) 「承租人」須就其按照「該租契」條款第3.28條的條款正在進行或一直進行的任何工程，或「承租人」進行任何該等工程期間的任何遺漏、疏忽或缺失，或「承租人」在設計「內部工程」的任何遺漏、疏忽或缺失，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，包括但不限於財產的損害或損失、喪失生命及身體受傷，對政府作出彌償，並使政府持續得到彌償。

「該租契」條款第3.29(a)至(b)條訂明：

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

carrying out of any works under sub-clause (h) of Clause No. 3.28 of the Lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.

- (j) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.28 of the Lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Inside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

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

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

斜坡維修

Maintenance of Slopes

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

「該租契」條款第4.4條訂明：

除非獲得「署長」事先書面同意，否則「承租人」不得切去、清除或推後任何相鄰或毗連「該地段」的政府土地或進行任何建設、填補或任何斜坡處理工程。「署長」可憑其酌情權給予他認為合適的同意，限制的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

「該租契」條款第4.5(a)至(d)條訂明：

- (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部份或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並就上述塌方、山泥傾瀉或地陷，而不論直接或間接所引致或與之有關的一切責任、索償、損失、損壞、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

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

Clause No. 4.4 of the Lease stipulates that:

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

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

(d) 除了「該租契」規定對違反該等條款的其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求、並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

B 每名擁有人均須分擔維修工程的費用。

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








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

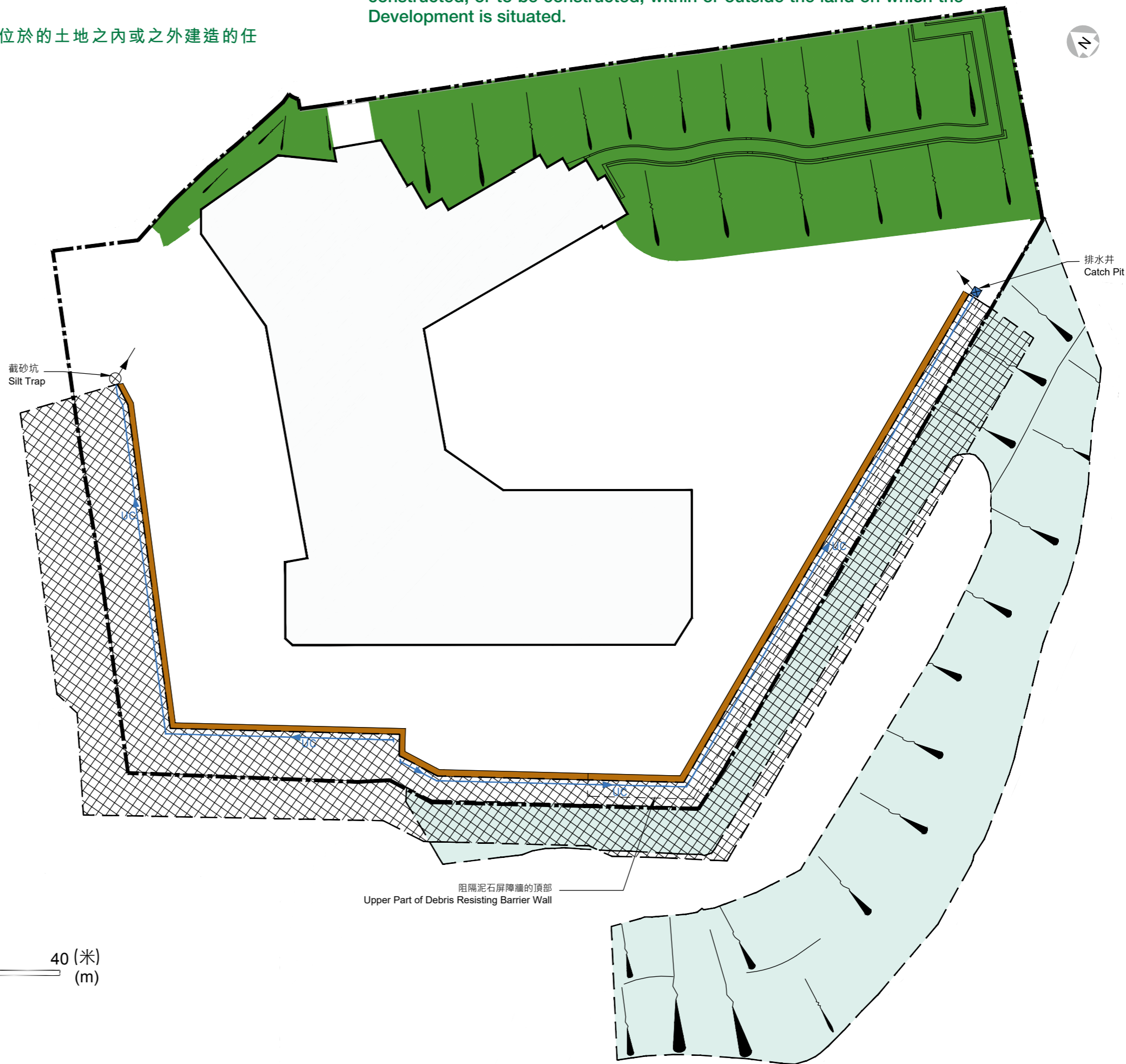
斜坡維修 Maintenance of Slopes

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

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

圖例 NOTATION

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



比例尺 SCALE: 0 10 20 30 40 (米) (m)

D 根據「公契」，該發展項目的管理人獲擁有人授權進行維修工程。

「公契」的有關條文

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

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

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

Relevant Provisions of the DMC

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

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

斜坡維修

Maintenance of Slopes

- v. 根據「公契」第四節第18條第(b)項，「經理人」具有權力、職能及責任代表所有「業主」遵守，履行和解除根據「該租契」第3.29條對「業主」所施加的義務和責任。並在不影響前述規定的一般性適用的前提下：(1)根據「該租契」第3.29(a)條的規定保養上述綠色加黑斜線範圍，包括根據「該租契」第3.29(a)條提述的所有土地，斜坡處理工程、護土構築物、排水設施以及其中及其上的任何其他工程；(2)如果在「該租契」期內的任何時間，在「該租契」的第3.29(a)條提述的綠色加黑斜線範圍內發生任何山泥傾瀉，地陷或泥土傾瀉，應還原及修復綠色加黑斜線及其所有鄰近或毗鄰（「署長」決定為終局及具約束力）受影響的地區達至「署長」滿意。
- vi. 根據「公契」第七節第51(a)(1)條第(v)項，年度預算案的第一部分第一分項應包括按「斜坡保養指南」、「斜坡保養手冊」或主管「政府」部門不時對保養斜坡、護土牆及有關構築物發出的其他指引對「該租契」要求（如有）保護與承托「該地段」或其中任何部分或任何毗鄰或毗連土地的「斜坡構築物」進行視察，維護及保養的費用及開支（如適用）和斜坡處理工程及其他承托或保護工程的費用及開支。
- vii. 根據「公契」第十一節第86條，「房委會」須於「公契」之日後一個月內在「屋苑」之屋苑管理處備存一份「斜坡保養手冊」，供全體「業主」免費查閱。「經理人」須在「業主」要求並繳交合理的複印費用後提供「斜坡保養手冊」副本給「業主」，所有收到的一切該等收費須撥入「特別基金」。
- viii. 根據「公契」第三附表第26條，「業主」須按「該租契」要求，並根據「斜坡保養指南」和「斜坡保養手冊」自費保養「斜坡構築物」並進行一切有關工程。「房委會」須於「公契」之日後一個月內在「屋苑」管理處備存一份「斜坡保養手冊」，供全體「業主」免費查閱。「經理人」須在「業主」要求並繳交合理的複印費用後提供「斜坡保養手冊」副本給「業主」，所有收到的一切該等收費須撥入「特別基金」。

E 擁有人自費就該發展項目維修任何斜坡的承諾：
不適用

- v. Pursuant to Clause 18(bj) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to observe, perform and discharge the obligations and liabilities imposed on the Owners under Clause 3.29 of the Lease for and on behalf of the Owners and without prejudice to the generality of the foregoing: (1) to maintain the Green Hatched Black Area as referred to in Clause 3.29(a) of the Lease including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with Clause 3.29(a) of the Lease; and (2) in the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area as referred to in Clause 3.29(a) of the Lease at any time during the Lease Term, to reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decisions shall be final and binding) have also been affected.
- vi. Pursuant to Clause 51(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the Lot or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the Lease (if any) and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.
- vii. Pursuant to Clause 86 of Section XI of the DMC, a copy of the Slope Maintenance Manual shall be deposited by the Authority in the estate management office of the Estate within one month after the date of the DMC and may be inspected by the Owners free of charge. The Manager shall upon request of any Owner and upon payment of a reasonable copying charge provide such Owner with a copy of the Slope Maintenance Manual. All charges received must be credited to the Special Fund.
- viii. Pursuant to Clause 26 of the Third Schedule of the DMC, the Owners shall at their own expenses maintain and carry out all works in respect of the Slope Structures as required by the Lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the estate management office of the Estate within one month after the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

E Owner's undertaking to maintain any slope in relation to the Development at the owner's own cost:

Not applicable

29 批地文件修訂

Modification of Land Grant

不適用 Not applicable

30 申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

獲免總樓面面積的設施分項

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

Breakdown of GFA Concessions Obtained for All Features

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

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

		面積(平方米) Area (m ²)
根據《聯合作業備考》提供的環保設施 Green Features under Joint Practice Notes (JPNs)		
9	隔聲鰭 Acoustic fin	不適用 Not Applicable
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11	非結構預製外牆 Non-structural prefabricated external wall	842.643
12	工作平台 Utility platform	不適用 Not Applicable
13	隔音屏障 Noise barrier	不適用 Not Applicable
適意設施 Amenity Features		
14	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	34.260
15	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc. serving solely the recreational facilities	不適用 Not Applicable
16	有上蓋的園景區及遊樂場 Covered landscaped and play area	不適用 Not Applicable
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway, trellis	不適用 Not Applicable
18	擴大升降機井道 Larger lift shaft	不適用 Not Applicable
19	煙囪管道 Chimney shaft	不適用 Not Applicable
20	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	不適用 Not Applicable
21	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	120.966
22	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 Not Applicable
23	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not Applicable
24	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	不適用 Not Applicable
25	非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (prestige entrance) in non-domestic development	不適用 Not Applicable

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

		面積(平方米) Area (m ²)
適意設施 Amenity Features		
26	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not Applicable
27	遮陽篷及反光罩 Sunshade and reflector	不適用 Not Applicable
28	小型伸出物，例如空調機箱、窗台、伸出的窗台 Minor projection such as AC box, window cill, projecting window	不適用 Not Applicable
29	其他伸出物，如空調機箱及伸出外牆超過750毫米的平台 Other projection such as air-conditioning box and platform with a projection of more than 750mm from the external wall	不適用 Not Applicable
其他項目 Other Items		
30	庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not Applicable
31	大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature	不適用 Not Applicable
32	公共交通總站 Public transport terminus (PTT)	不適用 Not Applicable
33	共用構築物及樓梯 Party structure and common staircase	不適用 Not Applicable
34	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	427.731
35	公眾通道 Public passage	不適用 Not Applicable
36	因樓宇後移導致的覆蓋面積 Covered set back area	不適用 Not Applicable
額外總樓面面積 Bonus GFA		
37	額外總樓面面積 Bonus GFA	不適用 Not Applicable

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

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

Information in Application for Concession on Gross Floor Area of Building

有關建築物的環境評估



Environmental Assessment of the Building



發展項目的公用部分的預計能量表現或消耗

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

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

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

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

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

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

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

註：

- 一般而言，一棟樓宇的預計「每年能源消耗量」愈低，其節約能源的效益愈高。如一棟樓宇預計的「每年能源消耗量」低於該樓宇的「基線樓宇每年能源消耗量」，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：
 - 「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及
 - 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 「基線樓宇」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「基準建築物模式(零分標準)」具有相同涵義。
- 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2015年版)中的涵義相同。

Notes :

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Development by the internal floor area served, where:
 - “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and
 - “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2015 edition) issued by the Electrical and Mechanical Services Department.

31 有關資料

Relevant Information

A 零散山墳

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

B 進出文恆街

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

C 氣味滋擾

彩禾苑受鄰近氣味滋擾。為改善情況，該發展項目將設置下列設施：

固定窗

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

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

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

A Scattered Graves

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

B Access to and from Man Hang Street

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

C Odour Nuisance

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

Fixed Windows

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

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

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

有關資料 Relevant Information

D 裝修須知

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

E 樓宇結構安全保證

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

保證期

房委會會給予彩禾苑為期十年的樓宇結構安全保證。

彩禾苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

保證範圍

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

註：

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

D Points to Note for Fitting Out

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

E Structural Safety Guarantee

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

Guarantee Period

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

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

Coverage

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

Notes:

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

本保證並不包括以上保證範圍以外的修葺，例如：

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

業主責任

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

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

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

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

Owners' Responsibility

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

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

有關資料 Relevant Information

F 轉讓限制

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

F Alienation Restrictions

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

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

註：原來買價相等於售價，是指首次轉讓契據中所列明的單位購買價。

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

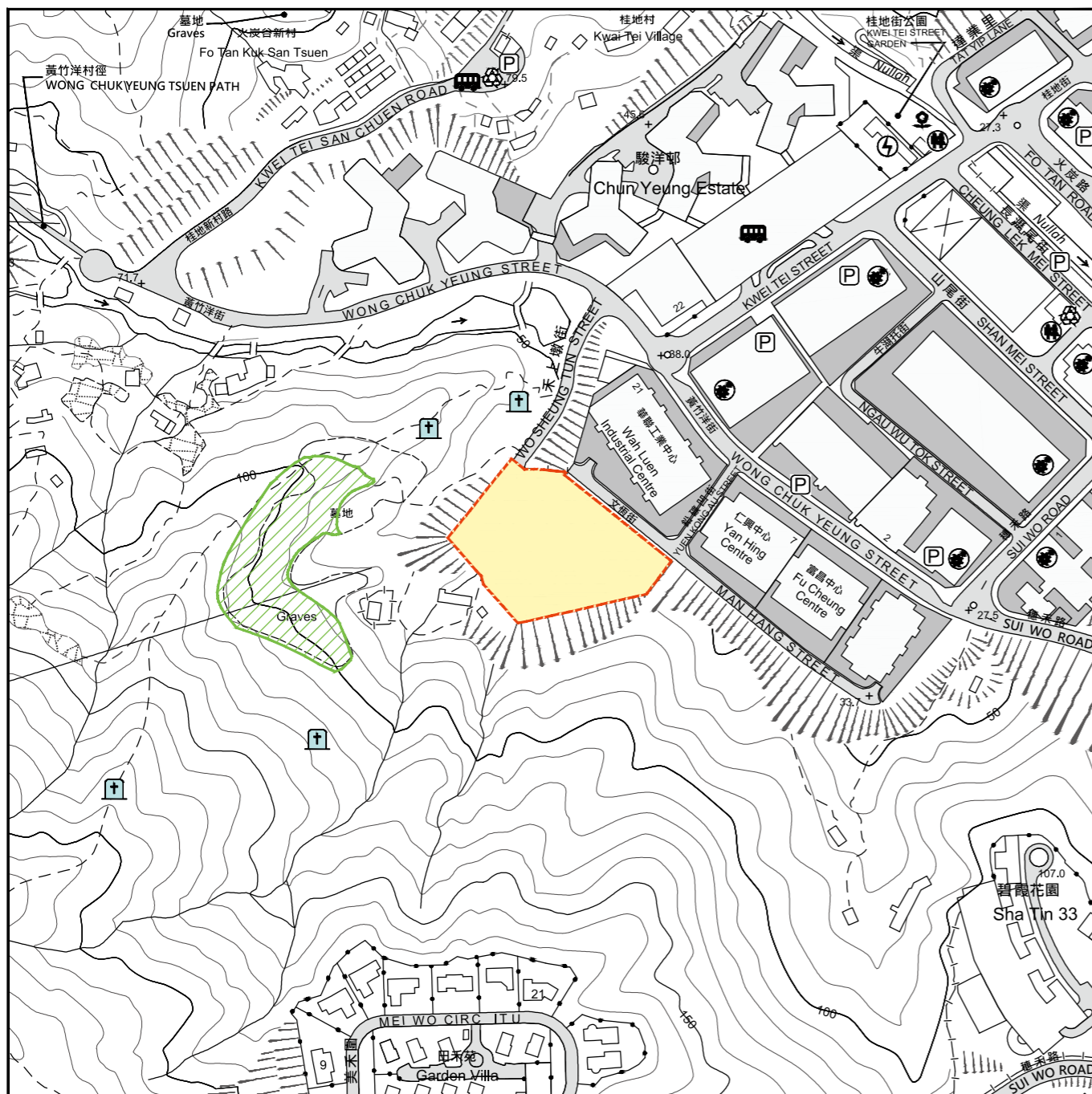
Note: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.

32 發展項目的參考圖

Reference Plan of the Development

斜坡上有零散山墳及認可殯葬區的參考圖

Reference Plan for Slope with Scattered Graves and Permitted Burial Ground



比例尺 SCALE: 0 50 100 150 200 250 (米) (m)



彩禾苑
Choi Wo Court

圖例 NOTATION

	公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)		斜坡上有零散山墳* Slope with Scattered Graves*
	公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)		認可殯葬區* Permitted Burial Ground*
	公用事業設施裝置 A Public Utility Installation		公園 A Public Park
	公廁 A Public Convenience		垃圾收集站 A Refuse Collection Point
	發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)		

*只作識別用
*For Identification Purposes Only

此參考圖參考日期均為2022年11月24日之測繪圖(編號分別為T7-SW-B及T7-SE-A)製作。有需要處經修正處理。

地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

The Reference Plan is prepared with reference to Survey Sheet Nos. T7-SW-B and T7-SE-A both dated 24 November 2022, with adjustments where necessary.

The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

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

Notes:

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

發展項目的參考圖

Reference Plan of the Development

彩禾苑的固定窗的參考圖

Reference Plan for Fixed Windows in Choi Wo Court





網址 WEBSITE

www.housingauthority.gov.hk/hos/2022/ChoiWo

發展項目及其周邊地區日後可能出現改變。

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

印製日期：2022年10月7日

Printing Date: 7 October 2022



