

出售居者有其屋計劃單位 2024
SALE OF HOME OWNERSHIP SCHEME FLATS 2024

冠山苑
Kwun Shan Court



售樓說明書 SALES BROCHURE





一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

你在購置冠山苑居者有其屋計劃(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」)作為賣方就出售冠山苑單位所指定的互聯網網站(下稱「指定網站」)(www.housingauthority.gov.hk/hos/2024/KwunShan)內的有關資訊，包括售樓說明書、價單及冠山苑單位的成交紀錄冊。
- 冠山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。
- 在指定網站內載有冠山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，你須付予房委會或冠山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。房委會有絕對權利於售樓期間的任何時間撤回出售任何單位。
- 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，可攜同總數為港幣六萬五千元正(HK\$65,000)的銀行本票，抬頭人為「香港房屋委員會」，或以「轉數快」方式繳付所需定金(不少於樓價的百分之五)，若上述銀行本票金額不足選購單位樓價的百分之五，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以「轉數快」方式繳付全數所需定金。
- 白表買方於居屋銷售小組辦理簽署買賣協議手續時，可攜同總數為港幣十三萬一千元正(HK\$131,000)的銀行本票，抬頭人為「香港房屋委員會」，或以「轉數快」方式繳付所需定金(不少於樓價的百分之十)，若上述銀行本票金額不足選購單位樓價的百分之十，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以「轉數快」方式繳付全數所需定金。
- 如你擬選用名列於房委會核准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 Kwun Shan 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 Kwun Shan Court (designated website)(www.housingauthority.gov.hk/hos/2024/KwunShan), including the sales brochure, price list and the register of transactions of the flats in Kwun Shan Court.
- Sales brochure and price list for Kwun Shan 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 Kwun Shan 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 Kwun Shan 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. The HA has the absolute right to withdraw from the sale of any flat at any time during the sales period.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser may, at the time of signing the Agreement for Sale and Purchase (ASP) at the HOS Sales Unit, pay via Faster Payment System (FPS) or bring along with him/her a cashier's order in the sum of HK\$65,000 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 is less than 5% of the purchase price, any outstanding balance should be paid by a cashier's order, a personal cheque or via FPS upon signing of the ASP, payment in cash or company cheque will not be accepted. Alternatively, the purchasers may settle the full amount of deposit via FPS upon signing of the ASP.
- The White Form Purchaser may, at the time of signing the ASP at the HOS Sales Unit, pay via FPS or bring along with him/her a cashier's order in the sum of HK\$131,000 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 is less than 10% of the purchase price, any outstanding balance should be paid by a cashier's order, a personal cheque or via FPS upon signing of the ASP, payment in cash or company cheque will not be accepted. Alternatively, the purchasers may settle the full amount of deposit via FPS upon signing of the ASP.
- 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垂直相對的水平。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；

- 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 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;

- 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

- 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)。
- 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。
- 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(包括印花稅(如有)及註冊費)。

- 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

- 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).
- 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)).
- 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) and registration fee) in connection with or arising from the cancellation of the ASP.

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- 買方只可將該物業作私人住宅用途，及受制於《房屋條例》(第283章)、「限制轉讓條款」、「政府批地書」及其任何修訂條文或變更的規定，並確保該物業將由其本人及名列購買該物業申請表上的全部家庭成員居住。任何家庭成員(包括買方本人在內)倘事前未得房委會的書面同意，不再實際或永久居於該物業，則不論原因為何，房委會有權要求買方把該物業轉讓回房委會，而買方在收到房委會的書面要求後，須立即(及在任何情況下不遲於該要求日期起計28天內或房委會的指定日期，以較後日期為準)簽立轉讓契據(採用房委會準備或房委會以唯一及絕對酌情權批准的格式)將該物業在免除任何產權負擔之情況下轉讓回房委會，及在買方簽立轉讓契據之同時或之前，將該物業交吉予房委會，有關費用及支出概由買方負責。

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76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

- 查閱售樓說明書中冠山苑的預計關鍵日期。
 - 「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」定義的詳情，請參閱條例第2條。
 - 售樓說明書中冠山苑的預計關鍵日期並不同買方的「收樓日期」。買方的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 冠山苑的收樓日期：
 - 房委會須於冠山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冠山苑。

- The purchaser shall use the property for private residential purposes only, and subject to the Housing Ordinance (Cap.283), the Restriction on Alienation Clause, the Government Grant and any amendments or modifications thereto, shall ensure that the property shall be occupied by himself and all the members of his family named in the Application Form for the purchase of the property. If, without the prior written consent of the HA, any family member, including the purchaser, ceases to actually or permanently live in the property for whatsoever reason(s), the HA has the right to require the purchaser to assign the property back to the HA. The purchaser shall forthwith upon the written request of the HA (and in any event not later than 28 days from the date of the request or the date as specified by the HA, whichever is the later) execute an assignment (in the form to be prepared or approved by the HA in its sole and absolute discretion) of the property back to the HA free from encumbrances and on or before the purchaser's execution of the assignment, deliver to the HA vacant possession of the property at the costs and expenses of the purchaser.

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 76)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Kwun Shan 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 Kwun Shan Court in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date for Kwun Shan Court:
 - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Kwun Shan 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 Kwun Shan Court beyond the estimated material date.

- 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

- 有關冠山苑居屋單位的轉讓限制，請參閱第103頁至第104頁。
- 本銷售計劃下出售的冠山苑居屋單位的使用、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

- The HA is entitled to an extension of time for completion of the development beyond the estimated material 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 Kwun Shan Court, please refer to page 103 to page 104.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Kwun Shan 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



發展項目的資料

Information on the Development

發展項目名稱	Name of the Development
冠山苑	Kwun Shan Court
街道名稱及門牌號數	Name of street and street number
高山道60號	60 Ko Shan Road
樓層總數	Total number of storeys
39層(包括地下低層、地下、平台一樓、平台二樓、平台三樓及天台)	39 storeys (including Lower Ground Floor, Ground Floor, Podium Level 1, Podium Level 2, Podium Level 3 and roof)
樓層號數	Floor numbering
地下低層、地下、平台一樓、平台二樓、平台三樓、4樓至36樓及天台	LG/F, G/F, 1/F, 2/F, 3/F, 4/F to 36/F and roof
被略去的樓層號數	Omitted floor numbers
不適用	Not applicable
庇護層	Refuge floor
天台	Main roof

註：冠山苑已於2024年11月21日獲發佔用文件(即佔用許可證)。

Note: An occupation document (i.e. Occupation Permit) of Kwun Shan Court was obtained on 21 November 2024.



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(一)	Chief Architect (1), Housing Department
承建商	Building contractor
其士(建築)有限公司	Chevalier (Construction) 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

有參與發展項目的各方的關係
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



發展項目的設計的資料

Information on Design of the Development

發展項目有構成圍封牆的一部分的非結構的預製外牆。

There are 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的預製外牆的總面積：

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的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
4樓 – 36樓 4/F – 36/F	1, 2, 12, 13	0.585
	3, 4, 14, 15	1.339
	5, 6	1.070
	7, 8	0.851
	9, 10, 11	0.541

構成圍封牆的一部分的幕牆：

不適用

Curtain walls forming part of the enclosing walls:

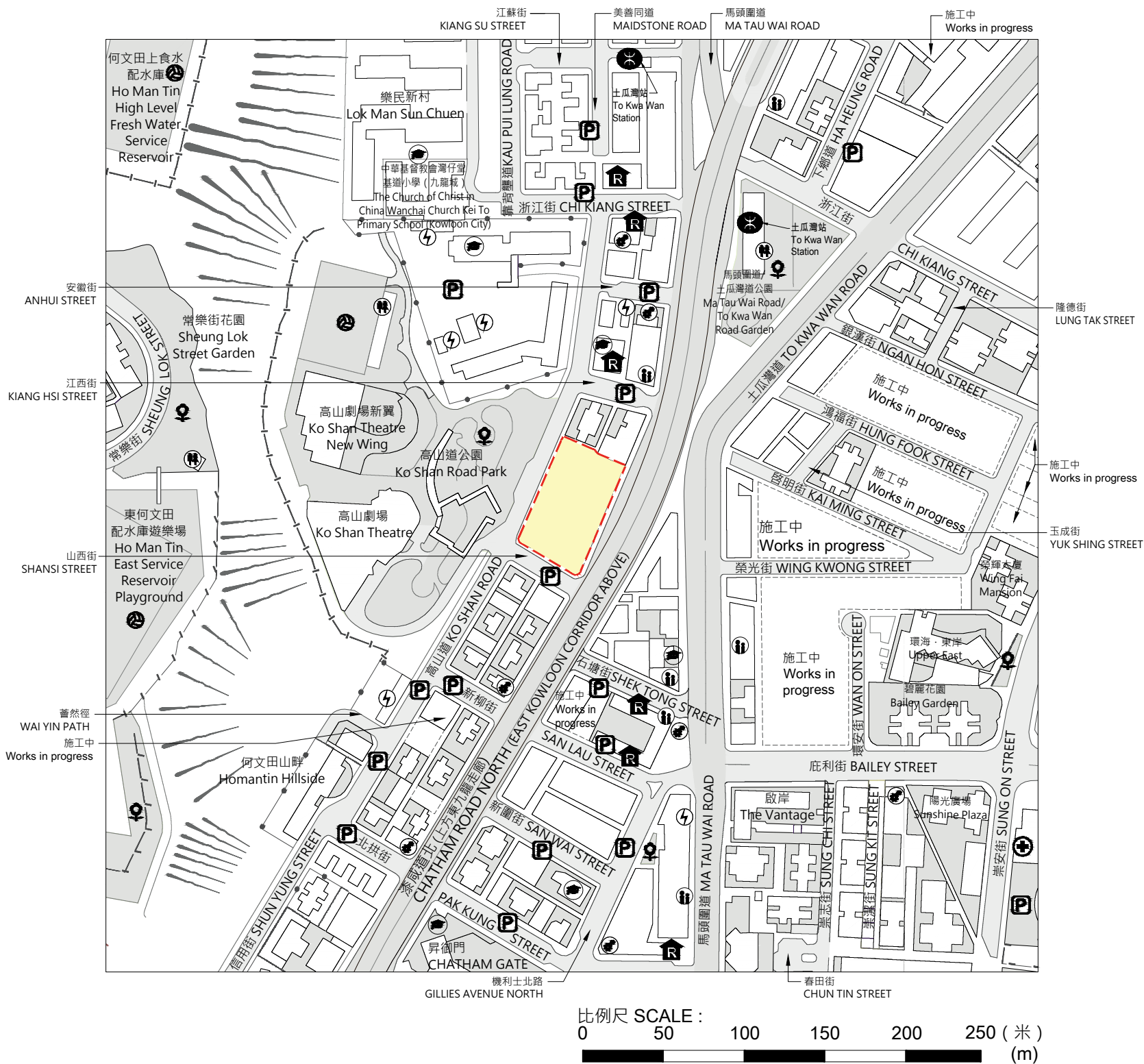
Not applicable



物業管理的資料

Information on Property Management

根據已簽立的公契獲委任的該發展項目的管理人	The Manager of the Development appointed under the Deed of Mutual Covenant that has been executed
香港房屋委員會	Hong Kong Housing Authority



冠山苑
Kwun Shan Court

圖例 NOTATION

學校 (包括幼稚園) A School (including a Kindergarten)	體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)	公園 A Public Park
發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)	宗教場所 (包括教堂、廟宇及祠堂) A Religious Institution (including a Church, a Temple and a Tsz Tong)
公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)	公用事業設施裝置 A Public Utility Installation
公廁 A Public Convenience	社會福利設施 (包括老人中心及弱智人士護理院) Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
診療所 Clinic	

此位置圖參考地政總署測繪處於2025年2月13日出版之數碼地形圖(編號分別為T11-NE-C及T11-NW-D)製作，有需要處經修正處理。

地圖由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

This Location Plan is prepared with reference to the Digital Topographic Map Nos. T11-NE-C and T11-NW-D all dated 13 February 2025 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

The map is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

註：

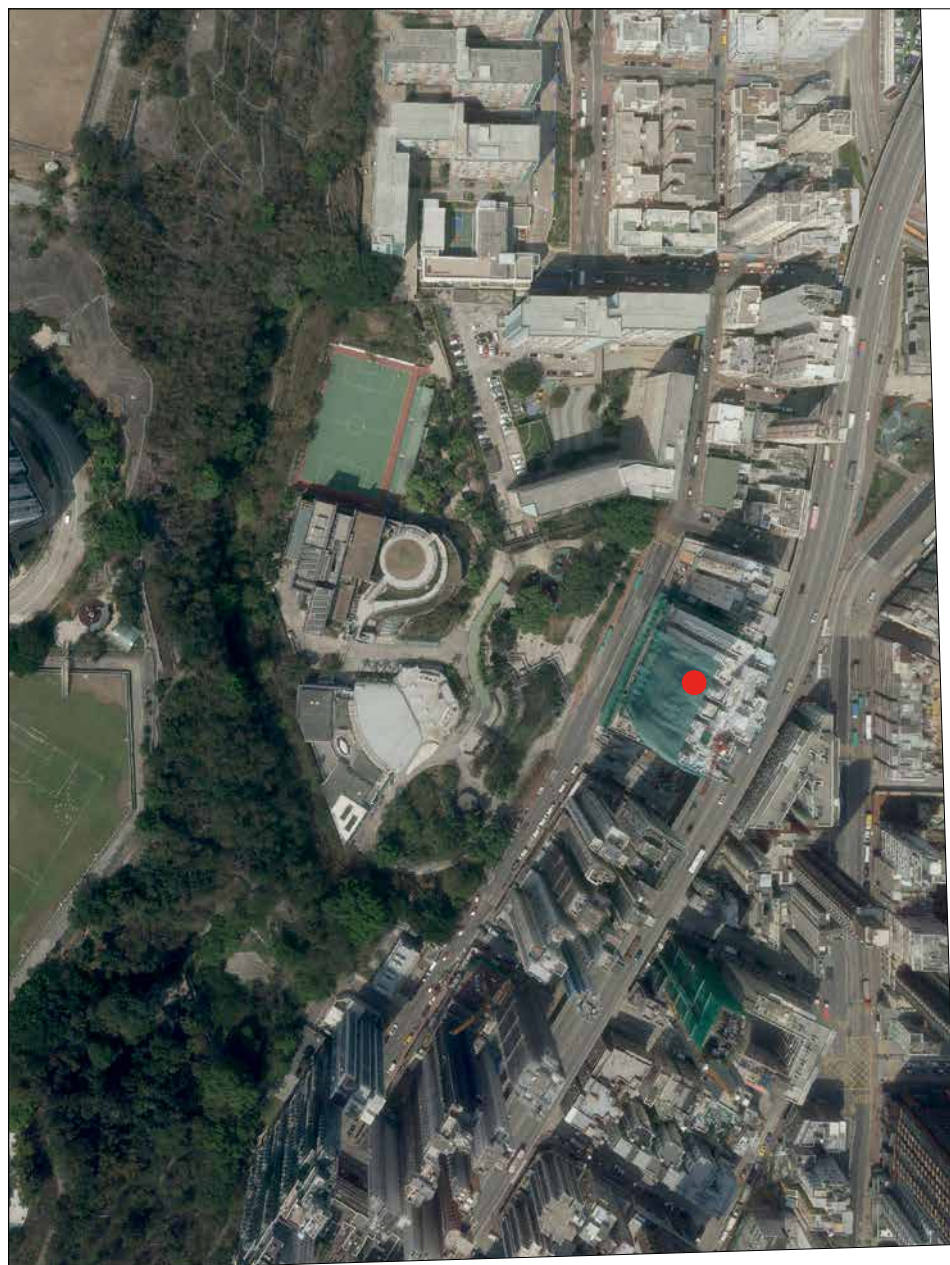
- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
- 由於該發展項目的邊界不規則的技術原因，此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

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.



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



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



● 冠山苑
Kwun Shan Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E221342C。

照片由空間數據共享平台入門網站提供，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 2,000 feet, photo no. E221342C, dated 20 March 2024.

The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

註：

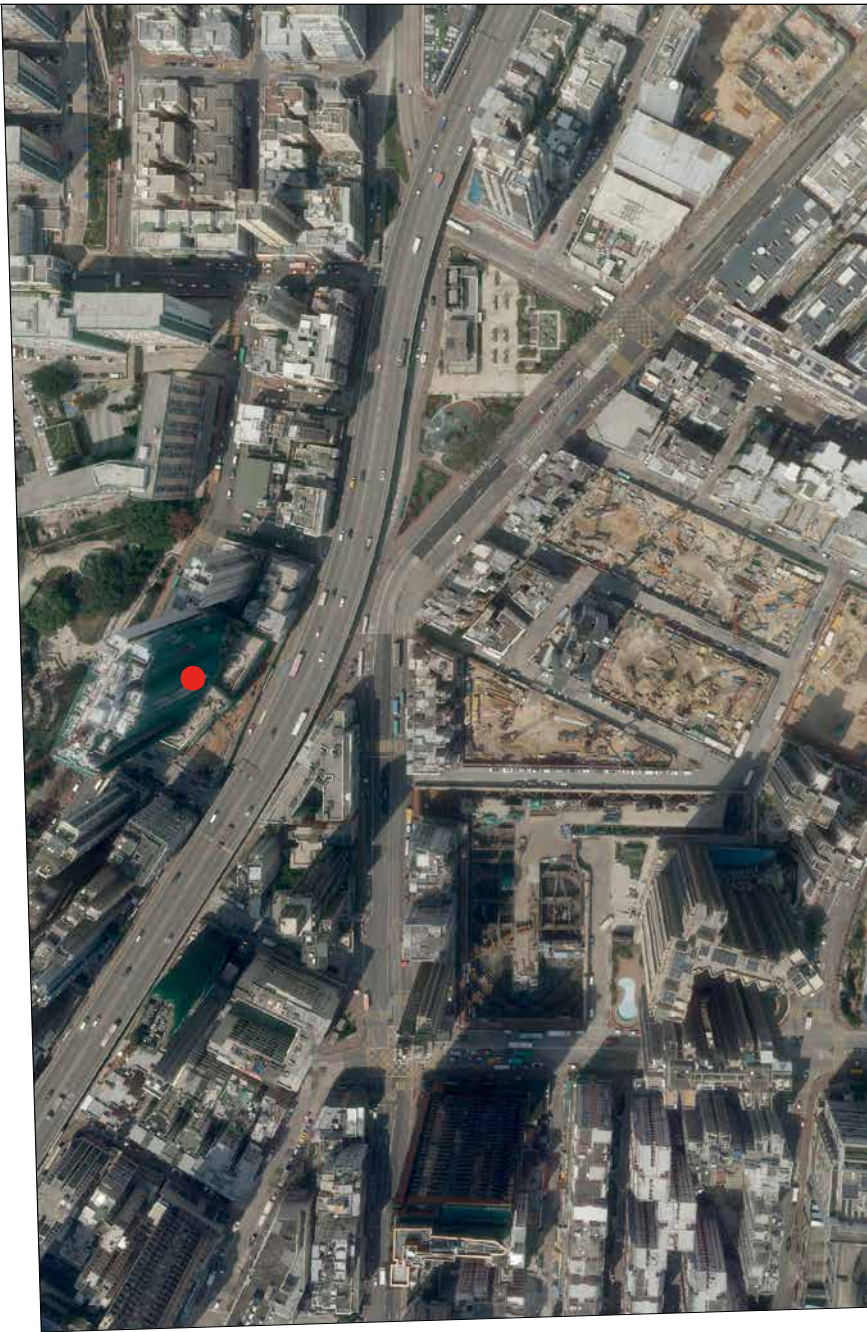
1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

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.



● 冠山苑
Kwun Shan Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E221340C。

照片由空間數據共享平台入門網站提供，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 2,000 feet, photo no. E221340C, dated 20 March 2024.

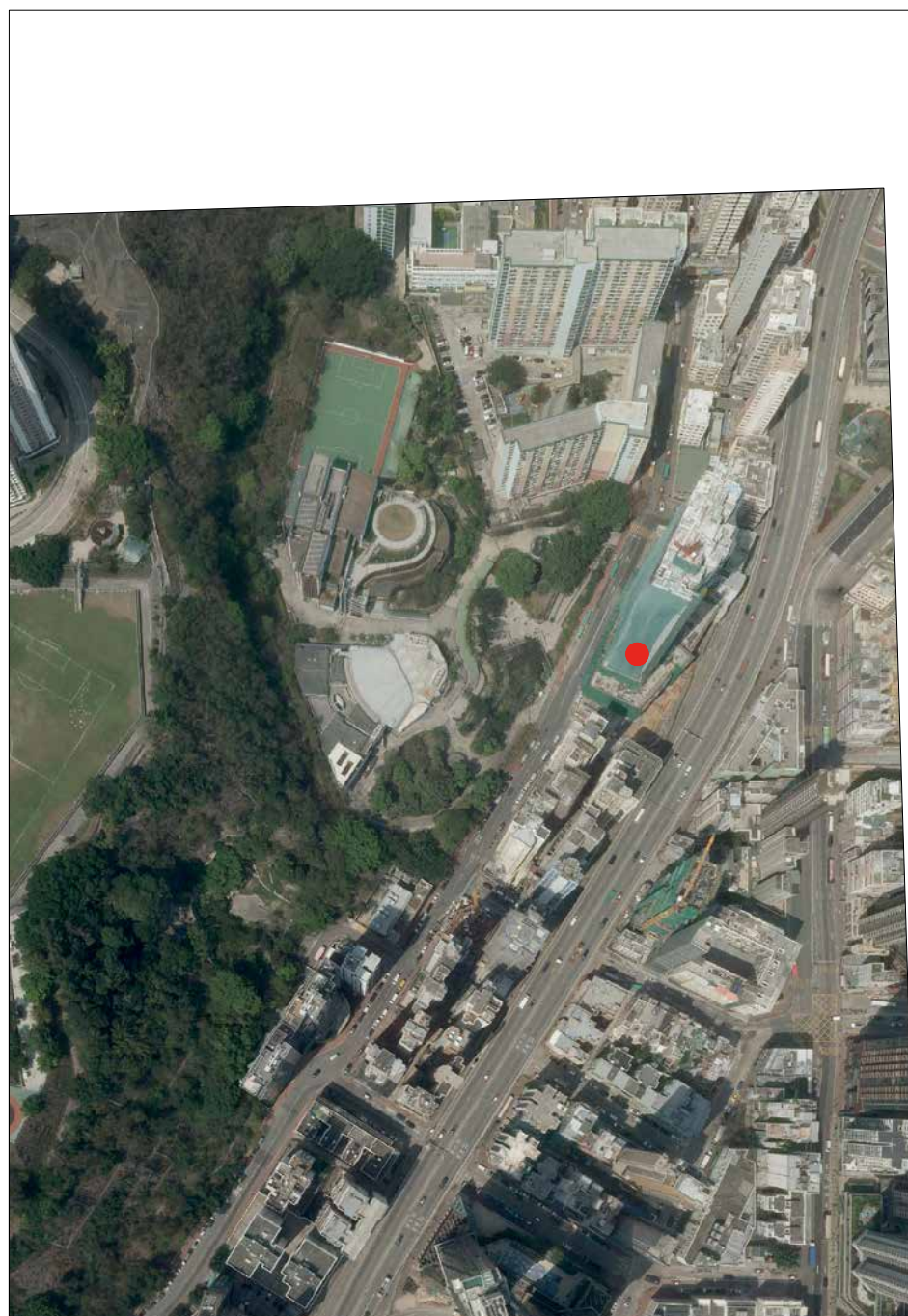
The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

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。

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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.



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This blank area falls outside the coverage of the relevant aerial photograph.



● 冠山苑
Kwun Shan Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E221581C。

照片由空間數據共享平台入門網站提供，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 2,000 feet, photo no. E221581C, dated 20 March 2024.

The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

註：

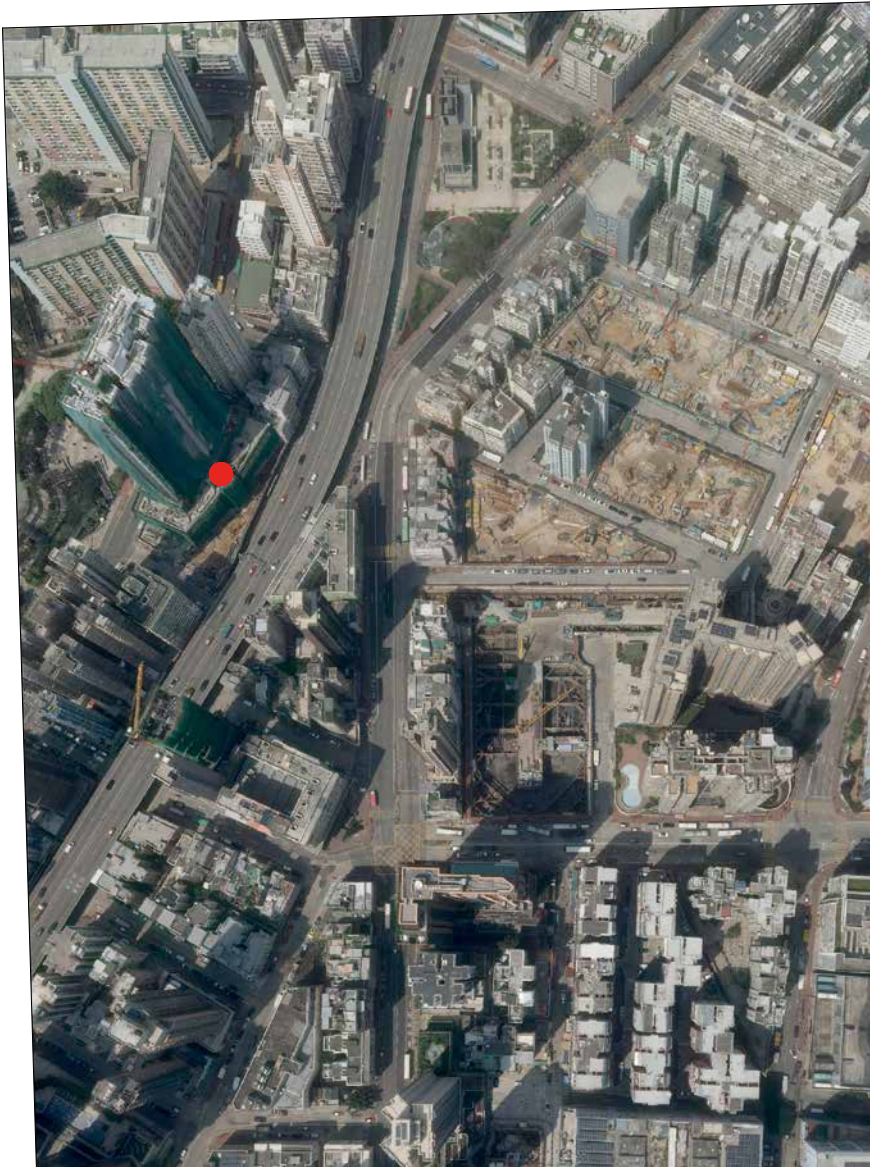
1. 該發展項目的鳥瞰照片之副本可於房委會客務中心開放時間內免費查閱。
2. 由於該發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。

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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 Developmentt

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.



● 冠山苑
Kwun Shan Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E221579C。

照片由空間數據共享平台入門網站提供，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 2,000 feet, photo no. E221579C, dated 20 March 2024.

The photograph is provided by the Common Spatial Data Infrastructure Portal 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。

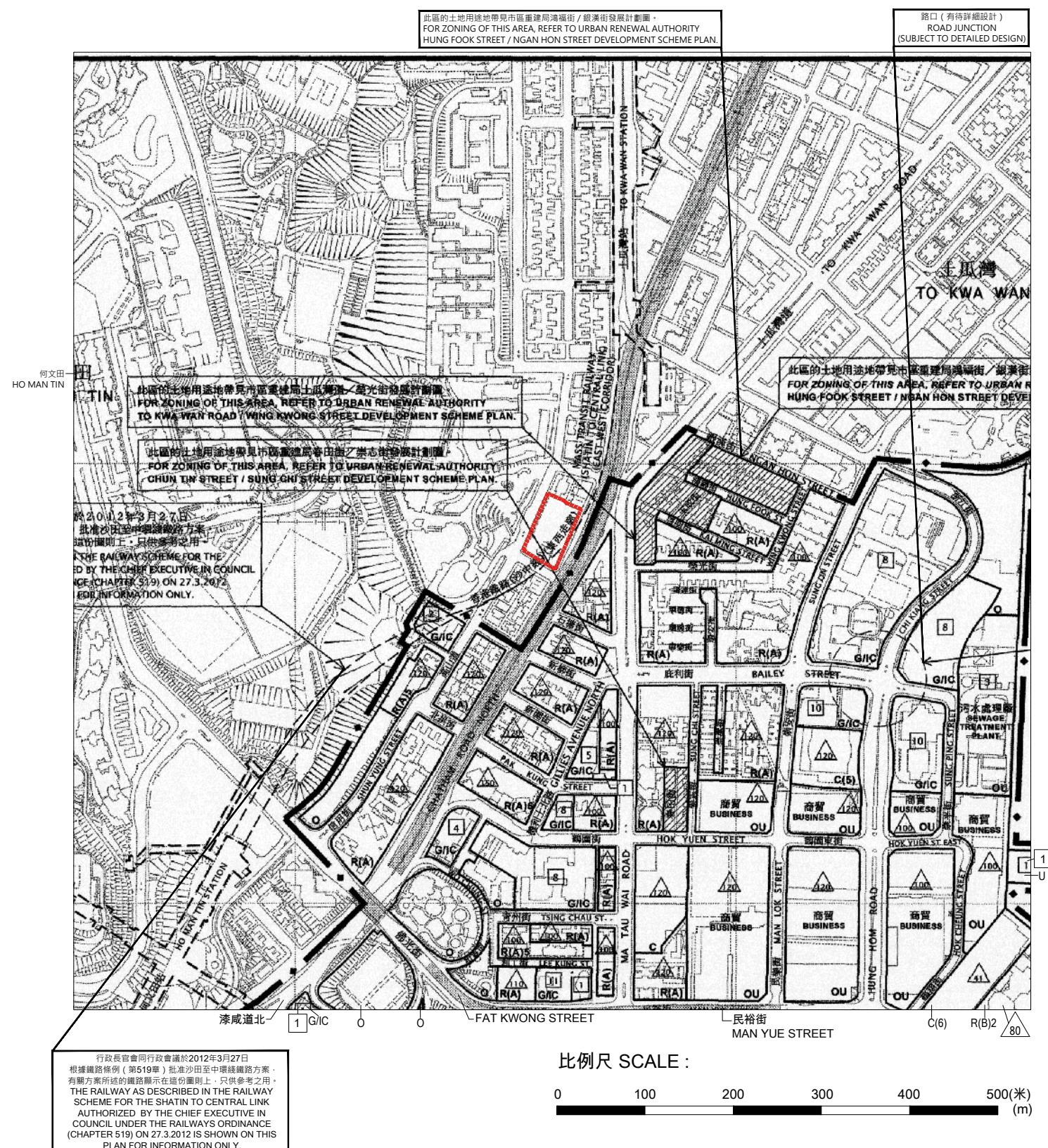
Notes:

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.

Outline Zoning Plan Relating to the Development





















關於發展項目的分區計劃大綱圖
Outline Zoning Plan Relating to the Development



冠山苑
Kwun Shan Court

圖例 NOTATION

地帶 ZONES				
	商業	Commercial		綜合發展區 Comprehensive Development Area
	住宅 (甲類)	Residential (Group A)		政府、機構或社區 Government, Institution or Community
	住宅 (乙類)	Residential (Group B)		休憩用地 Open Space
	其他指定用途	Other Specified Uses		未決定用途 Undetermined
交通 COMMUNICATIONS				
	鐵路及車站 (地下)	Railway and Station (Underground)		主要道路及路口 Major Road and Junction
	高架道路	Elevated Road		
其他 MISCELLANEOUS				
	規劃範圍界線	Boundary of Planning Scheme		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)
	建築物高度管制 區界線	Building Height Control Zone Boundary		最高建築物高度 (樓層數目) Maximum Building Height (in number of storeys)
	市區重建局 發展計劃圖範圍	Urban Renewal Authority Development Scheme Plan Area		《註釋》內訂明最高 建築物高度限制 Maximum Building Height Restriction as Stipulated on the Notes
	非建築用地	Non-Building Area		

摘錄自2022年6月10日刊憲之紅磡分區計劃大綱核准圖，圖則編號為S/K9/28。

Adopted from part of the approved Hung Hom Outline Zoning Plan No. S/K9/28 gazetted on 10 June 2022.

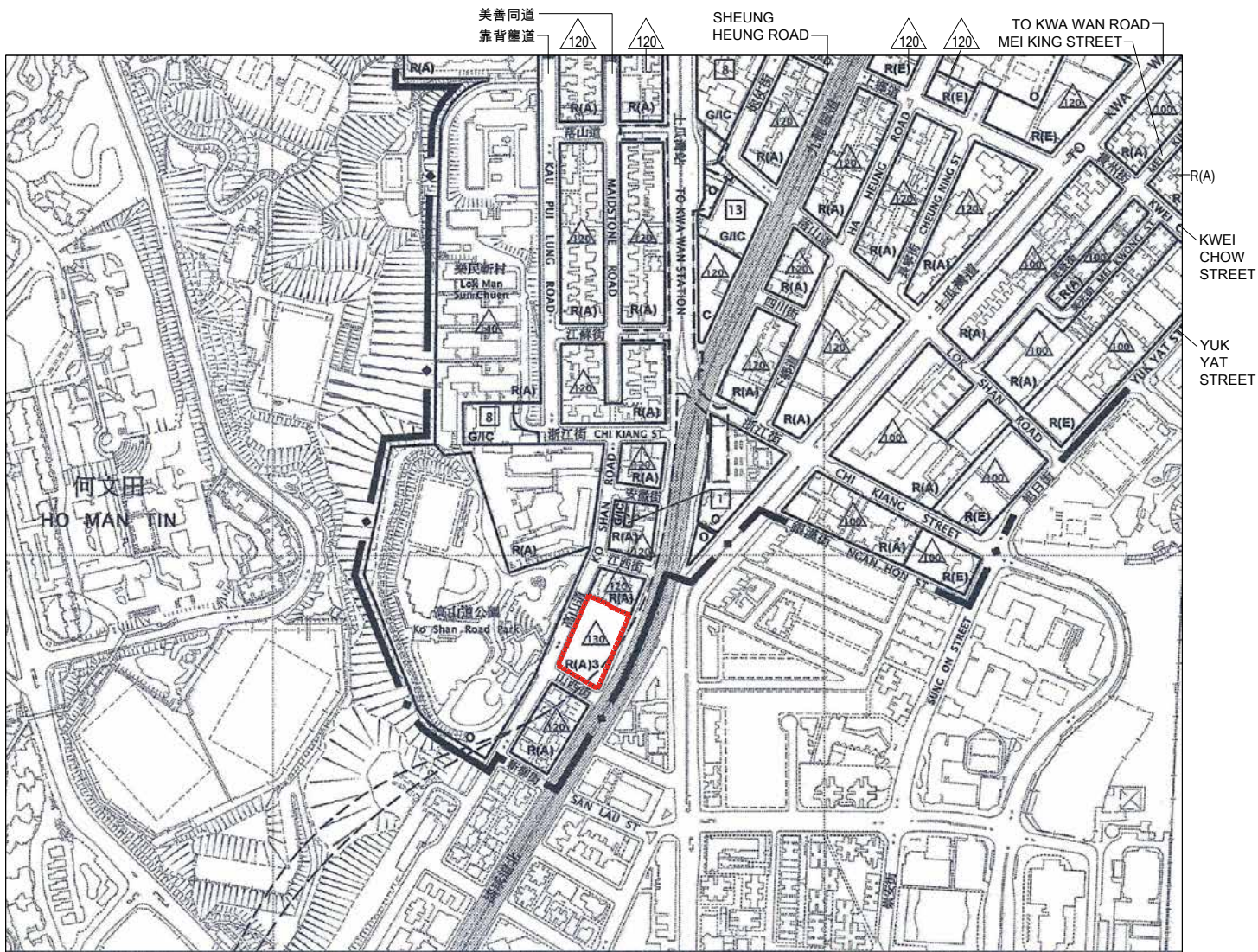
註：

1. 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。
2. 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。
3. 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
4. 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。

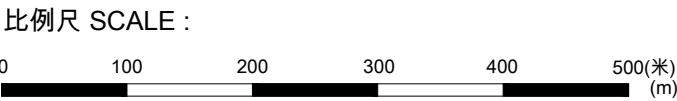
Notes:

1. The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
2. 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.
3. The Government may revise the Outline Zoning Plan in accordance with the Town Planning Ordinance as and when necessary.
4. 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.

關於發展項目的分區計劃大綱圖
 Outline Zoning Plan Relating to the Development



本空白範圍位於發展項目的界線的500米以內，但並不被有關分區計劃大綱圖覆蓋。
 This blank area which situates within 500 metres from the boundary of the Development falls outside the coverage of the relevant Outline Zoning Plan.



冠山苑
 Kwun Shan Court

圖例 NOTATION

地帶 ZONES			
C	商業	Commercial	CDA 綜合發展區
R(A)	住宅(甲類)	Residential (Group A)	R(E) 住宅(戊類)
R(B)	住宅(乙類)	Residential (Group B)	G/I/C 政府、機構或社區
OU	其他指定用途	Other Specified Uses	O 休憩用地
交通 COMMUNICATIONS			
鐵路及車站(地下)		Railway and Station (Underground)	主要道路及路口
高架道路		Elevated Road	
其他 MISCELLANEOUS			
規劃範圍界線		Boundary of Planning Scheme	最高建築物高度 (在主水平基準上若干米)
建築物高度管制 區界線		Building Height Control Zone Boundary	最高建築物高度 (樓層數目)
市區重建局 發展計劃圖範圍		Urban Renewal Authority Development Scheme Plan Area	

摘錄自2023年9月8日刊憲之馬頭角分區計劃大綱核准圖，圖則編號為S/K10/30。

Adopted from part of the approved Ma Tau Kok Outline Zoning Plan No. S/K10/30 gazetted on 8 September 2023.

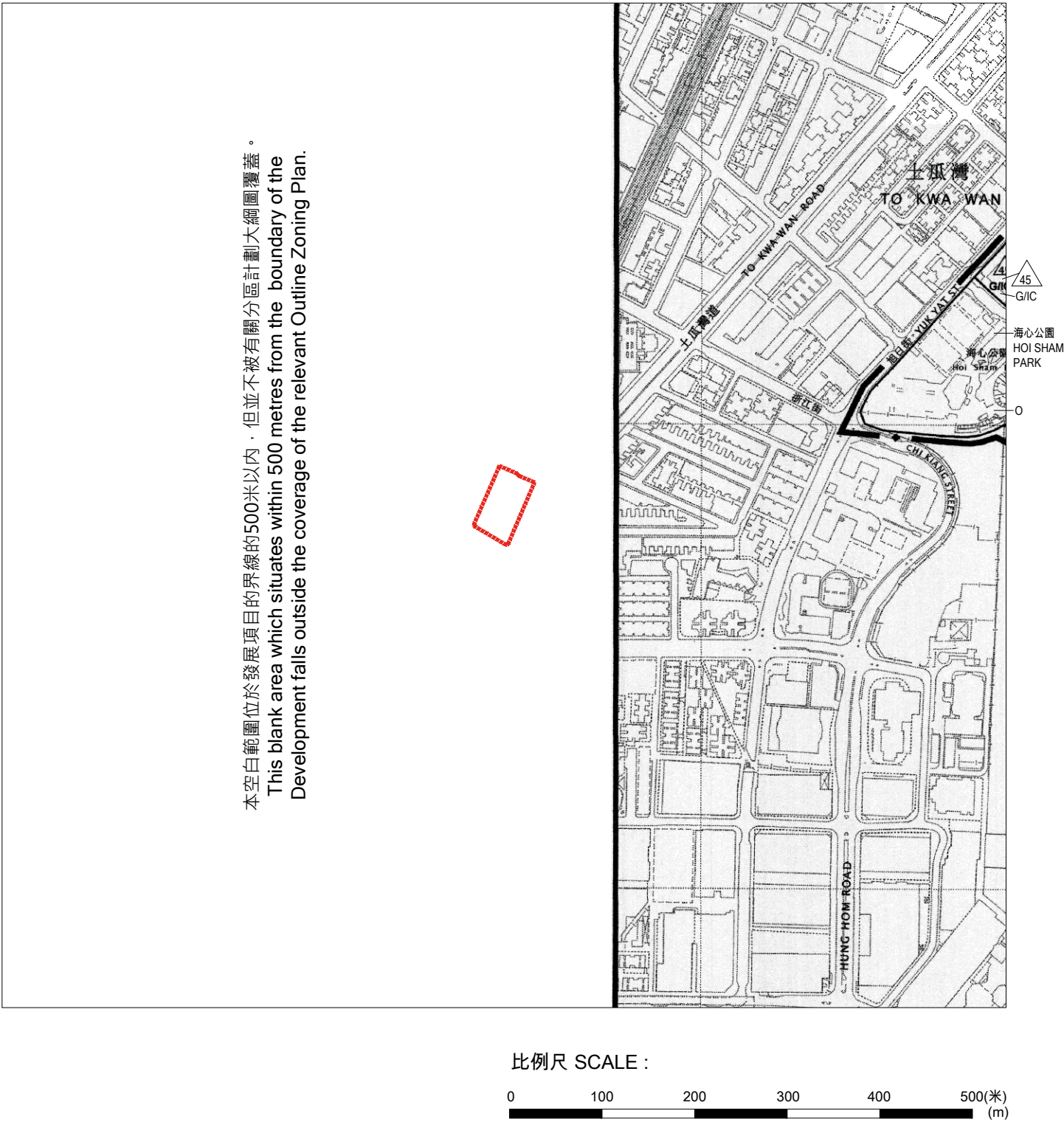
註：

- 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.
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- 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.

關乎發展項目的分區計劃大綱圖
 Outline Zoning Plan Relating to the Development



圖例 NOTATION

地帶 ZONES			
C	商業	Commercial	CDA 綜合發展區 Comprehensive Development Area
R(A)	住宅(甲類)	Residential (Group A)	G/I/C 政府、機構或社區 Government, Institution or Community
R(B)	住宅(乙類)	Residential (Group B)	O 休憩用地 Open Space
OU	其他指定用途	Other Specified Uses	OU(A) 其他指定用途 (美化市容地帶) Other Specified Uses (Amenity Area)
交通 COMMUNICATIONS			
鐵路及車站(地下)	Railway and Station (Underground)	主要道路及路口	Major Road and Junction
鐵路及車站(高架)	Railway and Station (Elevated)	高架道路	Elevated Road
行人專用區或街道	Pedestrian Precinct / Street		
其他 MISCELLANEOUS			
規劃範圍界線	Boundary of Planning Scheme	15	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)
建築物高度管制 區界線	Building Height Control Zone Boundary	PFS 加油站	Petrol Filling Station
NBA 非建築用地	Non-Building Area		只限於指定為「商店 及服務行業」和「食肆」 用途的地區 Area Designated for 'Shop and Services' and 'Eating Place' Uses Only
指定為「海濱 長廊」的地區	Area Designated for 'Waterfront Promenade'		

摘錄自2022年10月28日刊憲之啟德分區計劃大綱核准圖，圖則編號為 S/K22/8。

Adopted from part of the approved Kai Tak Outline Zoning Plan No. S/K22/8 gazetted on 28 October 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。
- 在售樓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。

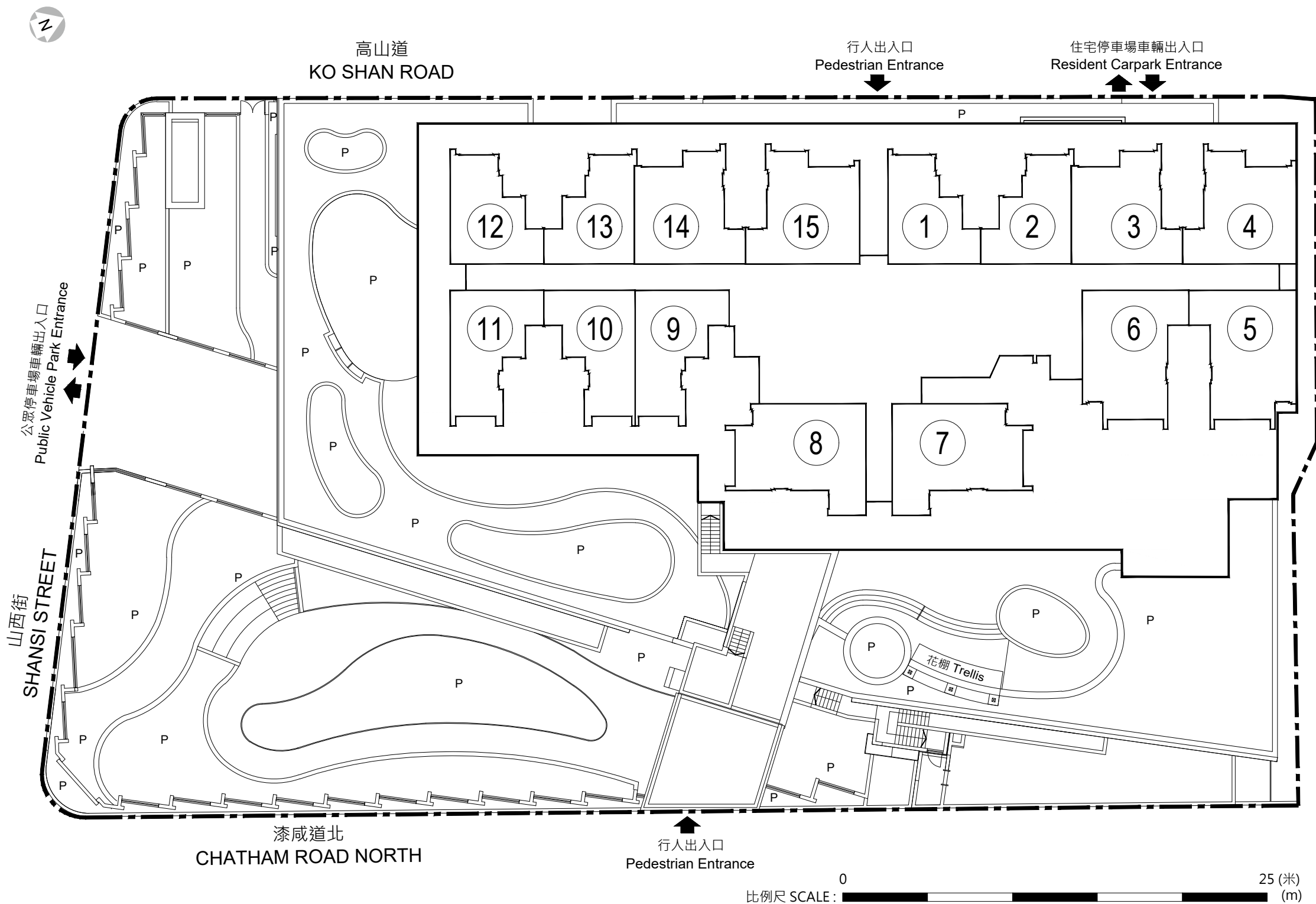
Notes:

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發展項目的布局圖

Layout Plan of the Development



圖例 NOTATION

---	地界 Lot Boundary
①	4樓 - 36樓單位室號 Flat Number on 4/F to 36/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
KIT	廚房	Kitchen
HR	消防喉轆	Hose Reel
LIV/DIN	客 / 飯廳	Living/Dining Room
P.D.	管道槽	Pipe Duct
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
W.M.C. W/ P.R.V.	水錶櫃及減壓掣	Water Meter Cupboard with Pressure Reducing Valve
W.M.C.	水錶櫃	Water Meter Cupboard
T&ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
ELEC. METER ROOM	電錶房	Electrical Meter Room
	簷篷 / 平台	Canopy / Flat Roof
	罩屋	Dog House

- 1. 每個住宅物業的層與層之間的高度為2.75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

5樓 – 36樓平面圖
5/F – 36/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (36樓除外)。
36樓每個住宅物業的層與層之間的高度為2.79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 (36樓除外)。
36樓每個住宅物業的樓板(不包括灰泥)的厚度為200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 (except 36/F).
The floor-to-floor height of each residential property on 36/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 36/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 36/F are 200mm.
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
4樓 – 36樓 4/F – 36/F	1	26.8 (288) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	2, 13	26.1 (281) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3	35.2 (379) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	4	36.3 (391) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	5	40.3 (434) 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	6	39.8 (428) 露台 Balcony: 3.8 (41) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	7, 8	41.5 (447) 露台 Balcony: 3.8 (41) 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
4樓 – 36樓 4/F – 36/F	9	29.9 (322) 露台 Balcony: 3.1 (33) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	10	29.6 (319) 露台 Balcony: 3.1 (33) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	11	30.6 (329) 露台 Balcony: 3.3 (36) 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	12	27.1 (292) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	14	35.3 (380) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	15	36.4 (392) 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。

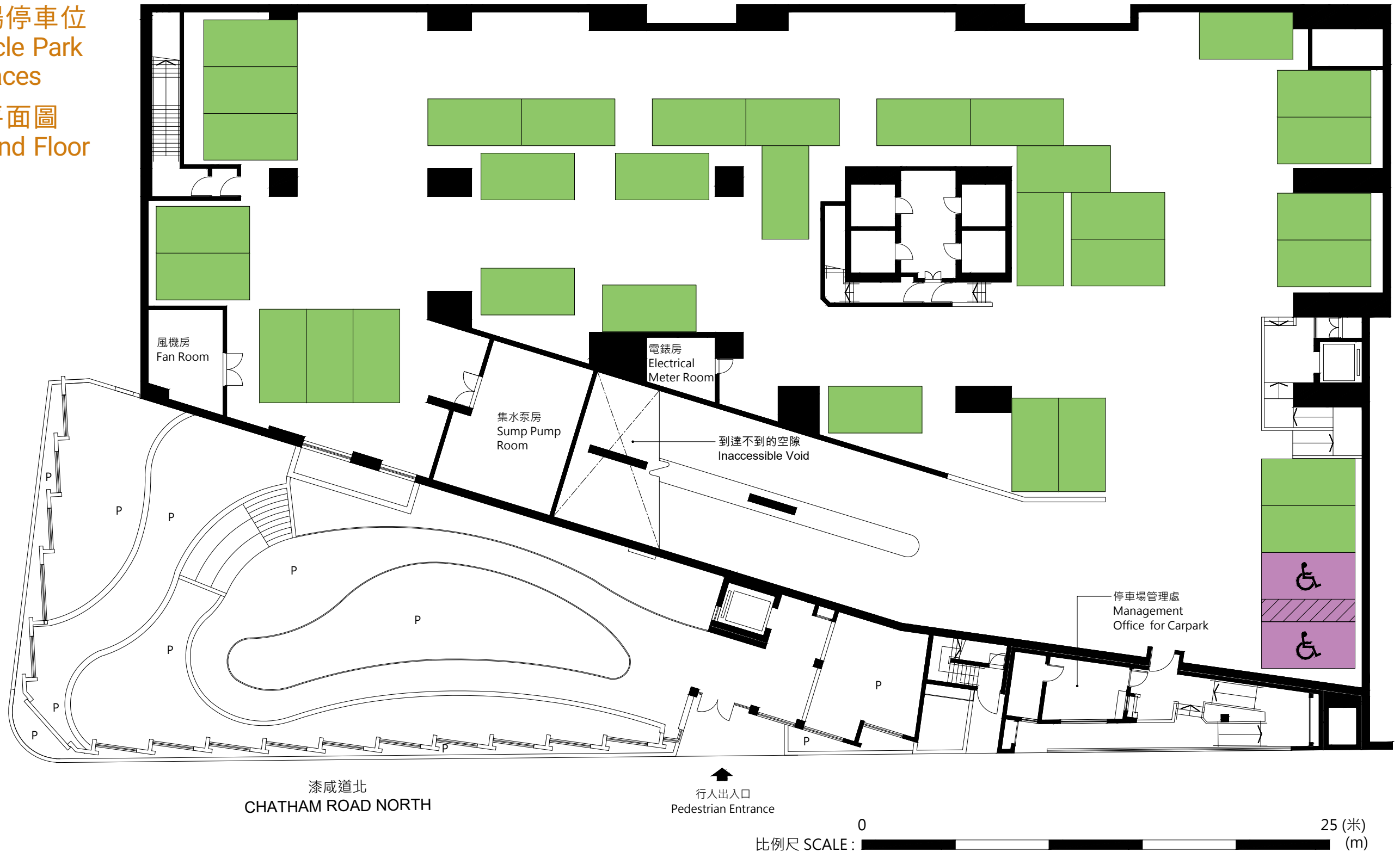
The saleable area of each residential property listed above is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.

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.



公眾停車場停車位
Public Vehicle Park
Parking Spaces

地下低層平面圖
Lower Ground Floor
Floor Plan



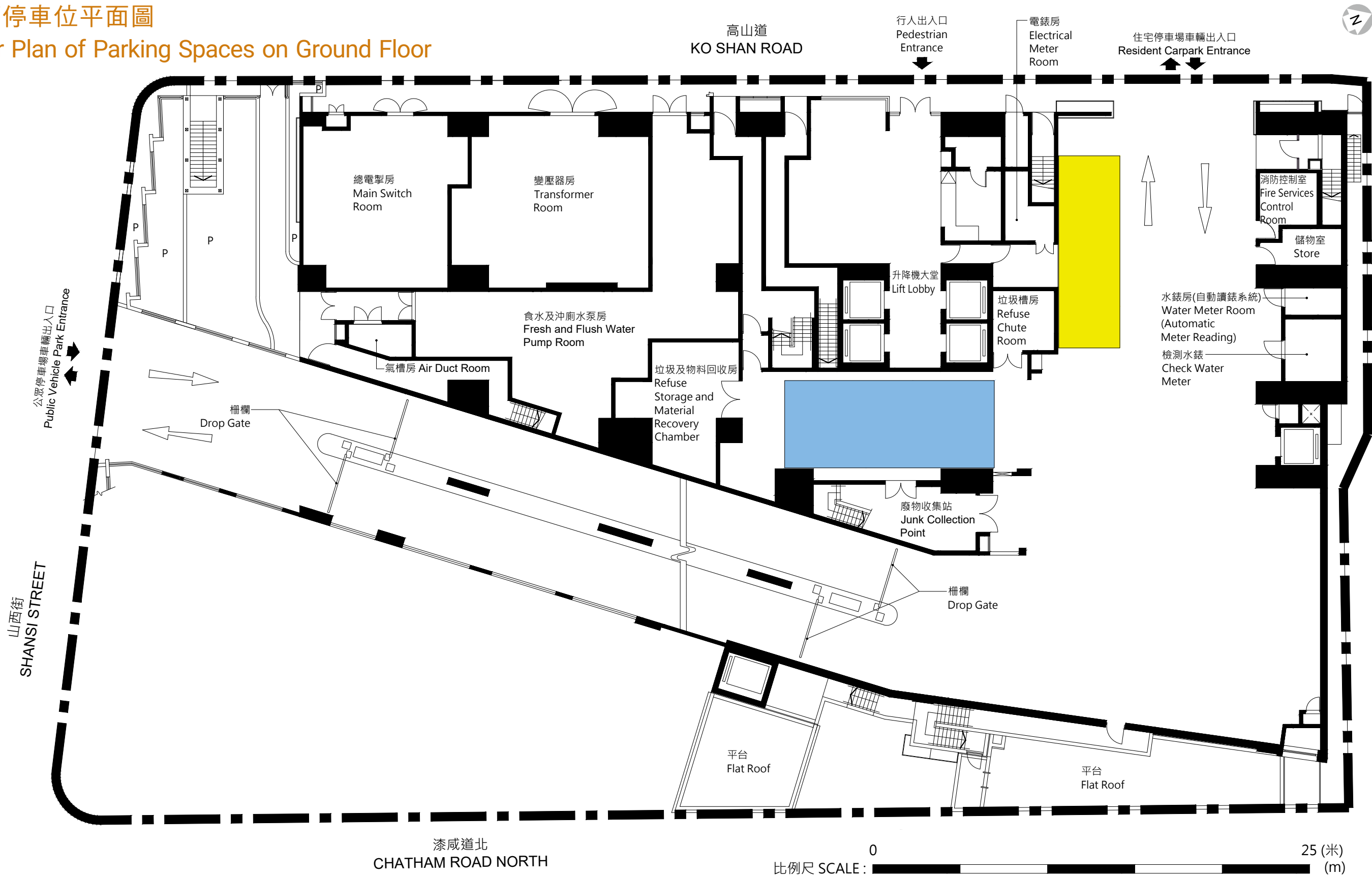
圖例 NOTATION

P	花槽	Planter
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停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋公眾停車場停車位 Covered Public Vehicle Park Parking Spaces	33	5.0 x 2.5	12.50
	有蓋公眾停車場暢通易達汽車停車位(設有1.2米寬共用上落車位) Covered Public Vehicle Park Accessible Parking Spaces (with 1.2m wide Common Loading and Unloading Area)	2	5.0 x 2.5	12.50

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

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



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.)
	有蓋上落客貨停車位 Covered Loading and Unloading Bay	1	11.0 x 3.5	38.50
	有蓋垃圾車專用停車位 Covered Parking Space for Refuse Collection Vehicle	1	12.0 x 5.0	60.00




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

平台一樓停車位平面圖
Floor Plan of Parking Spaces on Podium Level 1



0 25 (米)
比例尺 SCALE: (m)

圖例 NOTATION

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	26	5.0 x 2.5	12.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	10	2.4 x 1.0	2.40
	有蓋暢通易達汽車停車位 Covered Accessible Car Parking Space	1	5.0 x 3.5	17.50




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

平台二樓停車位平面圖
Floor Plan of Parking Spaces on Podium Level 2



0 25 (米)
比例尺 SCALE : (m)

圖例 NOTATION

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	26	5.0 x 2.5	12.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	4	2.4 x 1.0	2.40
	有蓋暢通易達汽車停車位 Covered Accessible Car Parking Spaces	2	5.0 x 3.5	17.50



臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable



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「該租契」條款第3.18(a)條所規定之休憩空間(構成「住宅大廈公用地方與設施」之部分除外)、電錶房、消防控制櫃、集水坑、電訊管道、總電掣房、變壓器房、食水及沖廁水泵房、樓梯、垃圾及物料回收房、去水井、消防入水掣、低壓電纜管道、垃圾車專用車位、廢物收集站、抽氣扇鋼筋混凝土平台(包括廢物收集站及鋼筋混凝土平台)、垃圾槽房、管道槽、管道房、混凝土通風罩、垃圾槽房的上部、總水錶、水錶房、消防控制房、花灑入水掣及消防入水掣、鋼筋混凝土平台、維修保養通道、電訊及廣播設備室、消防上水泵房、電訊及特低壓機房、技工工場、潔淨服務承辦商辦事處、冷氣機台、屋苑管理處、消防泵房、罩屋、業主立案法團辦事處、管道槽的上面部分、花灑泵房、升降機槽、緩衝水缸、食水增壓泵房、消防水缸上蓋、消防水缸、應急發電機房、食水水缸、沖廁水水缸、清洗用水水缸、建築裝飾、外牆(附屬於「住宅大廈」除外)、升降機，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及橙色間黑十字線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)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, the open space as required under Clause 3.18(a) of the Lease (excluding such part forming part of the Residential Block Common Areas and Facilities), electrical meter rooms, fire service control cabinet, sump pit, telecom ducts, main switch room, transformer room, fresh and flush water pump room, staircase, refuse storage and material recovery chamber, drain pits, fire service inlet, low voltage cable ducts, Loading and Unloading Space Reserved for Refuse Collection Vehicles, junk collection point, reinforced concrete platform for exhaust fan (comprising junk collection point and reinforced concrete platform), refuse chute room, pipe ducts, pipe duct room, concrete lift cowl, upper part of refuse chute room, master water meter, water meter room, fire service control room, sprinkler inlet and fire service inlet, reinforced concrete platform, maintenance accesses, telecommunications and broadcasting equipment room, fire service upfeed pump room, telecom and extra low voltage rooms, artisans' workshop, cleansing contractor room, air conditioner platform, estate management office, fire service pump room, dog house, owners' corporation office, high level of pipe duct, sprinkler pump room, lift shaft, buffer tank, fresh water booster pump room, roof of fire service water tank, fire service water tank, emergency generator room, fresh water tanks, flush water tanks, cleansing water tank, architectural feature, external walls (other than those pertaining to the Residential Block), lift and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured orange and orange cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the DMC 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」、升降機井底坑、平台、升降機大堂、升降機大堂的上部、保安員櫃位、供看守員及管理人員使用的無分性別暢通易達洗手間、上落客貨停車位、樓梯、行人出入口、罩屋、建築裝飾、電錶房的頂部、電訊及特低壓機房的頂部、中空、到達不到的空隙、有蓋園景及遊樂區、電訊及特低壓機房、電錶房、低壓電纜管道、花棚、有蓋行人通道天面、垃圾及物料回收室、隔聲簷、管道槽、通風管道房、灌溉水缸、往上層平台的樓梯、升降機機房、升降機槽、抽氣保護罩、混凝土通風罩、非結構性預製外牆(即現於「公契」所夾附圖則以「PF」顯示以資識別)、「該租契」條款第3.18(a)條所規定之休憩空間(構成「屋苑公用地方與設施」之部分除外)、「該租契」條款第3.15(c)條所指的「綠化範圍」、升降機、樓上橫向屏障，即現於「公契」所夾附圖則分別以棕色、棕色加黑斜線及棕色間黑十字線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)以資識別的範圍，附屬於「住宅大廈」的外牆包括「住宅單位」外的冷氣機罩及隔聲簷、電纜設施及與其關連設施、保安系統與器具、公共天線分布系統、電訊網絡設施，和於「住宅大廈」內提供或安裝，並旨在為整個「住宅大廈」或多於一個「住宅單位」服務的任何其他系統、裝置及設施；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, lift pits, flat roofs, lift lobbies, upper part of lift lobby, guard counter, unisex accessible toilet for watchmen and management staff, Loading and Unloading Space, staircases, pedestrian entrance, dog houses, architectural features, top of electrical meter room, top of telecom and extra low voltage room, void, inaccessible void, covered landscaped and play areas, telecom and extra low voltage rooms, electrical meter rooms, low voltage cable ducts, trellis, roof of covered walkway, refuse storage and material recovery rooms, acoustic fins, pipe ducts, vent duct room, irrigation water tank, staircase to upper roof, lift machine room, lift shaft, concrete hood, concrete wall cowls, non-structural prefabricated external walls (which are for the purpose of identification only marked “PF” on the plans annexed to the DMC), the open space as required under Clause 3.18(a) of the Lease (excluding such part forming part of the Estate Common Areas and Facilities), Greenery Area as referred to in Clause 3.15(c) of the Lease, lifts, horizontal screen above, 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, the external walls pertaining to the Residential Block including air-conditioner hoods and acoustic fins outside the Residential Units, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, any other systems, devices and facilities provided or installed in the Residential Block and intended to serve the Residential Block as a whole or more than one Residential Unit 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
4樓 – 36樓 4/F – 36/F	1	44 / 33,786
	2, 13	43 / 33,786
	3	58 / 33,786
	4, 15	60 / 33,786
	5	67 / 33,786
	6	66 / 33,786
	7, 8	69 / 33,786
	9	50 / 33,786
	10	49 / 33,786
	11	51 / 33,786
	12	45 / 33,786
	14	59 / 33,786

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」均須繳付「經理人」釐定的月費，以分擔管理「屋苑」所招致的必要及合理費用、收費及開支，攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算，「經理人」應按照「公契」條文制訂的周年財政預算釐定管理月費款額。
- (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
4樓 – 36樓 4/F – 36/F	1	44 / 33,776
	2, 13	43 / 33,776
	3	58 / 33,776
	4, 15	60 / 33,776
	5	67 / 33,776
	6	66 / 33,776
	7, 8	69 / 33,776
	9	50 / 33,776
	10	49 / 33,776
	11	51 / 33,776
	12	45 / 33,776
	14	59 / 33,776

E 計算管理費按金的基準

每個「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」以按照「公契」條文制訂的首年管理開支預算訂定就每個「單位」「業主」應繳的管理月費的三倍。

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 the Manager a sum of management fee deposit. The amount of management fee deposit is a sum not exceeding 3 times the monthly management fee payable by the Owner in respect of each Unit as may be determined by the Manager based on the first year's budgeted management expenses made in accordance with the provisions of the DMC.

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冠山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 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 Kwun Shan Court.

16 批地文件的摘要

Summary of Land Grant

位於九龍內地段第11286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2022年2月14日。

1 發展項目位於九龍內地段第11286號(下稱「該地段」)。

2 「該地段」的批租年期為50年，由2022年2月14日起計(下稱「批租年期」)。

3 「該租契」條款第3.3條訂明：

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

4 「該租契」條款第3.7條訂明：

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

5 「該租契」條款第3.13條訂明：

除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」的建築物或其任何部分作私人住宅或「該租契」條款第3.25條所指的「公眾停車場」及「該租契」條款第3.14(d)條所指由「承租人」所提供的「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 Kowloon Inland Lot No. 11286 ("the Lease") is dated the 14th day of February 2022.

1 The Development is situated on Kowloon Inland Lot No. 11286 ("the Lot").

2 The Lot is granted for a term of 50 years commencing from the 14th day of February 2022 ("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 or for the purposes of the Public Vehicle Park as referred to in Clause No. 3.25 of the Lease together with the Ancillary Facilities as may be provided by the Lessee as referred to in Clause No. 3.14(d) of 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(d)條訂明：

- (c) 受制於「該租契」第3.14條(a)款的規定下，「承租人」應於「該地段」興建、提供並維持「該租契」條款第3.25條所指的「公眾停車場」；
- (d) (i) 受制於「該租契」第3.14條(a)款的規定下，「承租人」可於「該地段」興建、提供並維持供作私人住宅用途或「該租契」條款第3.25條所指的「公眾停車場」之附屬設施(該等設施下稱「附屬設施」，就「該租契」而言，何謂「附屬設施」將由「署長」決定，其決定為最終決定並對「承租人」具約束力)；及
- (ii) 受制於「該租契」第3.14條(d)(i)款的規定下，「附屬設施」可包括為妥善管理及維持「該地段」內發展項目所需的其他設施，其中包括：
 - (I) 供「該地段」及已建或擬建於「該地段」的建築物之「業主委員會」或已組成或擬組成的「業主立案法團」使用的辦事處，就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，受制於「該租契」條款第5.5(d)條的規定下，若根據「該租契」條款第3.14條(d)(ii)(I)款於「該地段」內所提供的辦事處之總樓面面積不超過40平方米均不納入計算總樓面面積，而任何超過40平方米的樓面面積則納入計算總樓面面積；及
 - (II) 作屋苑管理用途之辦公地方，就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，受制於「該租契」條款第5.5(d)條的規定下，若根據「該租契」條款第3.14條(d)(ii)(II)款於「該地段」內所提供作屋苑管理用途之辦公地方之總樓面面積不超過20平方米均不納入計算總樓面面積，而任何超過20平方米的樓面面積則納入計算總樓面面積；

7 「該租契」條款第3.15(c)條訂明：

- (c) (i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交圖則以待書面審批，該圖則標明在「該地段」或已建或擬建於「該地段」的建築物上或內提供及維持綠化(包括但不限於提供於泥土生長的活植物)之部分(下稱「綠化範圍」)、「綠化範圍」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「綠化範圍」之建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。就「綠化建議書」中何謂提供綠化及在「該地段」或建築物的哪些部分為「綠化範圍」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。上述獲運輸及房屋局常任

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

- (c) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot the Public Vehicle Park as referred to in Clause No. 3.25 of the Lease;
- (d) (i) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee may erect, provide and maintain within the Lot such facilities ancillary to private residential purposes or the Public Vehicle Park as referred to in Clause No. 3.25 of the Lease (such facilities are herein referred to as “the Ancillary Facilities”, and for the purpose of the Lease the decision of the Director as to what constitute the Ancillary Facilities shall be final and binding on the Lessee); and
- (ii) subject to sub-clause (d)(i) of Clause No. 3.14 of the Lease, the Ancillary Facilities may include those 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 formed or to be formed in respect of the Lot and the building or buildings erected or to be erected thereon and for the purpose of calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease, subject to Clause No. 5.5(d) of the Lease, office provided within the Lot in accordance with sub-clause (d)(ii)(I) of Clause No. 3.14 of the Lease with a total gross floor area of not exceeding 40 square metres shall not be taken into account and any gross floor area in excess of 40 square metres shall be taken into account for such calculation; and
 - (II) accommodations for estate management purposes and for the purpose of calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease, subject to Clause No. 5.5(d) of the Lease, accommodations for estate management purposes provided within the Lot in accordance with sub-clause (d)(ii)(II) of Clause No. 3.14 of the Lease with a total gross floor area of not exceeding 20 square metres shall not be taken into account and any gross floor area in excess of 20 square metres shall be taken into account for such calculation;

7 Clause No. 3.15(c) of the Lease stipulates that:

- (c) (i) The Lessee shall at its 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 Greenery Submission”). The decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Transport

批地文件的摘要 Summary of Land Grant

秘書長(房屋)批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.15條(c)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「獲批准綠化建議書」實施及完成「綠化範圍」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「綠化範圍」。未經運輸及房屋局常任秘書長(房屋)事先書面批准，不得修訂、更改、改動、修改或以另一建議書代替「獲批准綠化建議書」或標明「綠化範圍」之圖則。
- (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「獲批准綠化建議書」所示之「綠化範圍」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「獲批准綠化建議書」所述之布局、大小、位置及詳情作「綠化範圍」以外的任何其他用途。

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) 「承租人」須在「該地段」內自費提供及維持面積不少於1,386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。何謂休憩空間將由「署長」決定，其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。

and Housing (Housing) is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of sub-clause (c) of Clause No. 3.15 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 its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Transport and Housing (Housing). No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Transport and Housing (Housing).
- (iii) Except with the prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(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 Greenery Submission.

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) The Lessee shall at its own expense provide and maintain within the Lot open space of not less than 1,386 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 「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。

12 「該租契」條款第3.21(a)至(h)條訂明：

- (a) 除於「該租契」條款第3.21條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，將轉讓予他的「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件(包括繳付行政費(如被要求時))；
 - (iv) 每份根據「該租契」條款第3.21條(c)款規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及
 - (v) 倘若「業主」於「首次轉讓契據」日期起計五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」。

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

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.21 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such residential flat;
 - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its sole and absolute discretion are observed and complied with;
 - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 3.21 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorised by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the Lease; and
 - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five 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.

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- (d) 於「期間」屆滿後，
- (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費(如被要求時)；以及
 - (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (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15年的期間；

- (d) After the expiry of the Period,
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
 - (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (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 15 years after the date of the First Assignment;

- (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。

13 「該租契」條款第3.24(a)至(d)條訂明：

- (a) 「承租人」須在「該地段」內以令運輸署署長(下稱「運輸署署長」)滿意的方方式提供及維持：

- (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(下稱「道路交通條例」)獲發牌的汽車(電單車和貨車除外)的停車位，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為55，而且除非另行獲得「運輸署署長」的書面同意，及除了根據「該租契」條款第3.24條(a)(iii)款保留及指定之停車位外，每個停車位的尺寸最少須為2.5米寬及5.0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」獲發牌的電單車的停車位，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為14，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；
- (iii) 根據「該租契」條款第3.24條(a)(i)款所提供的停車位之中保留及指定供傷殘人士的汽車停泊之停車位數目須按建築事務監督或運輸及房屋局常任秘書長(房屋)規定或批准。而每個保留及指定之停車位的尺寸須由建築事務監督或運輸及房屋局常任秘書長(房屋)規定及批准。

- (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 Clause No. 3.24(a) to (d) of the Lease stipulates that:

- (a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as “the C for T”):

- (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 (hereinafter referred to as “Road Traffic Ordinance”) and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 55 and except for those space reserved and designated in accordance with sub-clause (a)(iii) of Clause No. 3.24 of the Lease, each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 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 and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 14 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
- (iii) Out of the spaces provided under sub-clauses (a)(i) of Clause No. 3.24 of the Lease, such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require or approve. The dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require and approve.

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就「該租契」而言，「傷殘人士」根據「道路交通條例」定義。「建築事務監督」根據《建築物條例》及其下的規例及任何修訂法例定義。

*註：根據一封日期為2024年11月13日由地政總署發出的信函，政府向香港房屋委員會授予短期豁免書(下稱「豁免書」)以豁免「該租契」條款第3.24(a)(i)條載有關於停車位用途的限制及要求，目的是(受運輸署署長不時以其全權及絕對酌情權施加的該等條款及條件所規限並在符合該等條款及條件的情況下)允許根據「該租契」條款第3.24(a)(i)條提供位於(按「該土地」公契中定義的)「停車場」內的停車位停泊(按《道路交通(車輛登記及領牌)規例》定義及根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的)客貨車。受限於「豁免書」中載有的相關條件，「豁免書」的有效期限從該信函的日期開始，屆滿日期則為以下較早發生者：(a)建於「該土地」上現稱為「冠山苑」的現存建築物拆卸之時或(b)「批租年期」屆滿之時或(c)「批租年期」屆滿前提早終止(無論該終止是根據「該租契」條款或其他原因)之時。欲了解「豁免書」更多資料，請參閱該信函。

- (b) 根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款及(a)(iii)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須在「該地段」內以令「運輸署署長」滿意的方式提供及維持供根據「道路交通條例」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「運輸署署長」及「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而尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米。除非另行獲得「運輸署署長」及「署長」的書面同意，供垃圾收集車作裝卸用途的停車位的數目須為1而尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米，上述停車位不得用作供「該租契」條款第3.24條(c)款所述的用途及與「該地段」已建或擬建的建築物有關的用途以外的任何其他用途。就「該租契」而言，何謂垃圾收集車由「運輸署署長」決定，其決定為最終決定並對「承租人」具約束力。
- (d) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，根據「該租契」條款第3.24條(a)款及(c)款在「該地段」內所提供的停車位及任何其他地方(包括但不限於為該等停車位而設的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)，均不應該納入計算。

14 「該租契」條款第3.25(a)至(f)條訂明：

- (a) 除了根據「該租契」條款第3.24條下分別之目的提供停車位之要求外，「承租人」須自費以各方面均令「運輸署署長」滿意的方式，並根據香港目前或於任何時間生效且關乎公眾停車場及公眾汽車停泊的所有法例、附例及規例：

For the purpose of the Lease, “disabled persons” shall be as defined in the Road Traffic Ordinance, and the “Building Authority” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

*Note: Pursuant to a letter dated 13 November 2024 issued by the Lands Department, a temporary waiver (hereinafter referred to as the “Waiver”) of the restriction and requirement on the user of the parking spaces as contained in Clause Nos. 3.24(a)(i) of the Lease has been granted by the Government to the Hong Kong Housing Authority, so as to permit, subject to and in compliance with such terms and conditions as may be imposed by the Commissioner for Transport at her sole and absolute discretion from time to time, the use of the spaces provided pursuant to Clause Nos. 3.24(a)(i) of the Lease and within the Car Park (as defined in the Deed of Mutual Covenant in respect of the Lot) for the parking of van-type light goods vehicles (as defined under the Road Traffic (Registration and Licensing of Vehicles) Regulations and licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation). Subject to relevant conditions set out in the Waiver, the Waiver shall be for a term commencing from the date of the said letter and expiring upon the earlier of (a) the demolition of the existing building or buildings erected on the Lot now known as Kwun Shan Court or (b) the expiration of the Lease Term or (c) the sooner determination of the Lease Term whether in accordance with the Lease or otherwise. For more details on the Waiver, please refer to the said letter.

- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii) and (a)(iii) 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 motor vehicle cleaning and beauty services.
- (c) The Lessee shall provide and maintain within the Lot to the satisfaction of the C for T space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and space for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the C for T and the Director otherwise consents in writing, be 1 having a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and the number of space for the loading and unloading of refuse collection vehicles shall, unless the C for T and the Director otherwise consents in writing, be 1 having a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.5 metres. The spaces so provided shall not be used for any purpose other than for the purposes provided in sub-clause (c) of Clause No. 3.24 of the Lease and in connection with the building or buildings erected or to be erected on the Lot. For the purpose of the Lease, the decision of the C for T as to what constitutes a refuse collection vehicle shall be final and binding on the Lessee.
- (d) For the purpose of calculating the total gross floor area stipulated in Clauses No. 3.14(a) of the Lease, there shall not be taken into account the spaces provided within the Lot in accordance with sub-clauses (a) and (c) of Clause No. 3.24 of the Lease and any other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces.

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

- (a) In addition to the requirements to provide spaces for the respective purposes under and in accordance with Clause No. 3.24 of the Lease, the Lessee shall at its own expense, in all respects to the satisfaction of the C for T and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

- (i) 在「批租年期」期間於「該地段」內豎立和建造及此後提供和維持公眾停車場(下稱「公眾停車場」)；及
 - (ii) 在「公眾停車場」內提供：
 - (I) 35個供停泊根據「道路交通條例」獲發牌的汽車的停車位，除了根據「該租契」條款第3.25條(a)(ii)(II)款保留及指定之停車位外，每個所述停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；及
 - (II) 根據「該租契」條款第3.25條(a)(ii)(I)款所提供的停車位之中保留及指定供傷殘人士的汽車停泊之停車位數目須按建築事務監督或運輸及房屋局常任秘書長(房屋)規定或批准。而每個保留及指定之停車位的尺寸須按建築事務監督或運輸及房屋局常任秘書長(房屋)規定及批准。
 - (b) 「公眾停車場」內提供之每個停車位均須直接面向車輛通道或有充足之流通區域，致使任何「該租契」條款第3.25條(a)(ii)款提及的汽車可經車輛通道或流通區域駛進或駛離每個停車位而不受阻礙。
 - (c) 「公眾停車場」布局之設計須致使「該租契」條款第3.25條(a)(ii)款提及的汽車進入「公眾停車場」時毋須於「該地段」外排隊或等候。
 - (d) 儘管「該租契」條款第3.20(c)條有所規定，「公眾停車場」內提供的所有停車位須於所有時間以時租、日租或月租形式或其他獲「運輸署署長」書面批准之形式，供所有公眾人士作短期停泊根據「道路交通條例」獲發牌的汽車。
 - (e) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，若「公眾停車場」於地面水平以下提供，「公眾停車場」(包括在「公眾停車場」內提供的所有停車位、迴旋處、進出通道及流通區域，以及「署長」可行使其獨有酌情權認為合適的任何其他範圍及停車位)均不納入計算總樓面面積。就「該租契」條款第3.25條而言，何謂地面水平或「公眾停車場」或其任何部分是否位於地面水平以下將由運輸及房屋局常任秘書長(房屋)決定，其決定為最終決定及對「承租人」具有約束力。
 - (f) 根據「該租契」條款第3.25條(a)(ii)款於「公眾停車場」內提供的停車位不得用作停泊根據「道路交通條例」獲發牌的汽車以外的任何其他用途，並且特此說明，「公眾停車場」或其任何部分不得用作汽車存放、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。
- (i) erect and construct and thereafter provide and maintain within the Lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park") throughout the Lease Term; and
 - (ii) provide within the Public Vehicle Park:
 - (I) 35 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, each of the spaces so provided (except for the spaces reserved and designated under sub-clause (a)(ii)(II) of Clause No. 3.25 of the Lease) having a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
 - (II) out of the spaces provided under sub-clause (a)(ii)(I) of Clause No. 3.25 of the Lease, such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require or approve. The dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require and approve.
 - (b) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle as referred to in sub-clause (a)(ii) of Clause No. 3.25 of the Lease can move into or away from each parking space from or to the driveway or circulation area without obstruction.
 - (c) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle as referred to in sub-clause (a)(ii) of Clause No. 3.25 of the Lease shall have to queue or wait outside the Lot to enter into the Public Vehicle Park.
 - (d) Notwithstanding Clause No. 3.20(c) of the Lease, all parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short term parking of motor vehicles licensed under the Road Traffic Ordinance on hourly, daily or monthly basis or on such other basis as may be approved in writing by the C for T.
 - (e) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas and spaces as the Director may in his sole discretion consider appropriate) if the Public Vehicle Park is provided below ground level. For the purpose of Clause No. 3.25 of the Lease, the decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes ground level or whether the Public Vehicle Park or any part or parts thereof is below ground level shall be final and binding on the Lessee.
 - (f) The parking spaces provided within the Public Vehicle Park under sub-clause (a)(ii) of Clause No. 3.25 of the Lease shall not be used for any purpose other than for the parking of the motor vehicles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

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15 「該租契」條款第3.26條訂明：

「承租人」須自費以各方面均遵守香港現行或於任何時間生效而關乎公眾停車場及公眾汽車停泊的所有法例、附例及規例，及以令「運輸署署長」滿意的方式，在2024年11月30日或之前或「運輸署署長」可批准的其他日期開始運作「公眾停車場」及此後在「批租年期」期間於所有時間繼續運作、維持、保養、維修、處理及管理「公眾停車場」連同其組成部分的或與之有關的一切。

16 「該租契」條款第3.27(a)至(c)條訂明：

- (a) 「承租人」須在「批租年期」期間於所有時間允許「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「該地段」或其任何部分及任何已建或擬建於「該地段」的建築物，以視察、檢查或確保「承租人」未有違反或未有不遵守「該租契」條款第3.24條、第3.25條及第3.26條。
- (b) 政府不會就因「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士行使「該租契」條款第3.27條(a)款所賦予的權利，而不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何及如何引致)負上任何責任，而「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」須對「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士行使「該租契」條款第3.27條(a)款所賦予的權利，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、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。

17 「該租契」條款第3.28(a)至(e)條訂明：

- (a) 「承租人」須
 - (i) 自費向「運輸署署長」提交或促使他人提交一份或多份圖則供其書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在「該土地」上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝用以提交與根據「該租契」條款第3.25(a)(ii)條於「公眾停車場」提供的停車位有關或有聯繫的資料之設施、裝置及設備(下稱「設施、裝置及設備」)的範圍或空間的位置和尺寸，該圖則或該等圖則須載有「運輸署署長」以其獨有及絕對酌情權要求或指定的資料(下統稱「泊車位資訊系統範圍」)，包括但不限於按照「該租契」條款第3.28條(b)款規定並根據「該租契」條款第3.28條(b)款而須提供的空置的汽車停車位的數目和種類(下統稱「泊車位資訊」)的資料；

15 Clause No. 3.26 of the Lease stipulates that:

The Lessee shall, at its own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T, on or before the 30th day of November 2024 or such other date as may be approved by the C for T commence to operate the Public Vehicle Park and thereafter at all times during the Lease Term, continue to operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it.

16 Clause No. 3.27(a) to (c) of the Lease stipulates that:

- (a) The Lessee shall at all times throughout the Lease Term permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, 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 purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Clauses No. 3.24, 3.25 and 3.26 of the Lease by the Lessee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) 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, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease.

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

- (a) The Lessee shall:
 - (i) at its own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the Lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Clause No. 3.25(a)(ii) of the Lease including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of Clause No. 3.28 of the Lease;

- (ii) 於2024年11月30日或之前或「運輸署署長」可批准的其他日期，以各方面均令「運輸署署長」滿意的方式自費根據「該租契」條款第3.28條(a)(i)款獲批准的該圖則或該等圖則進行及完成「泊車位資訊系統範圍」的工程，並自費提供及安裝「設施、裝置及設備」，及此後須在「批租年期」期間於所有時間自費保養「泊車位資訊系統範圍」及「設施、裝置及設備」於良好和修繕妥當的狀態，以履行「承租人」在「該租契」條款第3.28條(b)款下的責任，並在各方面使「運輸署署長」滿意；及
- (iii) 在「批租年期」期間於所有合理時間允許「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「該地段」或其任何部分及任何已建或擬建於「該地段」的建築物，以視察、檢查及監督為履行「該租契」條款第3.28條(a)(ii)款而進行的任何工程。
- (b) 「承租人」須從由「運輸署署長」決定並以書面指定的日期開始(「運輸署署長」就此的決定為最終決定並對「承租人」具約束力)及此後在「批租年期」期間於所有時間以各方面均令「運輸署署長」滿意的方式自費向「運輸署署長」提交或促使他人向「運輸署署長」提交「泊車位資訊」，其格式及時間及間距由「運輸署署長」不時要求或以書面指明(「運輸署署長」就此的決定為最終決定並對「承租人」具約束力)。
- (c) 「承租人」現：
- (i) 同意「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權處理、使用及複印「泊車位資訊」(不論是原始或經處理)及同意「運輸署署長」以其獨有及絕對酌情權認為恰當之格式、途徑披露及傳布「泊車位資訊」至任何政府部門或第三方(不論個人、商號、法人團體、公眾人士或其他組織)供政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「泊車位資訊」或將「泊車位資訊」作其他用途；及
- (ii) 接受及確認「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.28條(c)(i)款所賦予之權利處理、使用或複印「泊車位資訊」或以任何格式及以任何途徑披露及傳布「泊車位資訊」(不論是原始或經處理)至任何政府部門或第三方。
- (d) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款及(b)款之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款第3.28條(b)款「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、
- (ii) on or before the 30th day of November 2024 or such other date as may be approved by the C for T, at the Lessee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of Clause No. 3.28 of the Lease, and at the Lessee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the Lease Term, maintain at the Lessee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Lessee's obligations under sub-clause (b) of Clause No. 3.28 of the Lease and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the Lease Term permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, 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 purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of Clause No. 3.28 of the Lease.
- (b) The Lessee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Lessee) and thereafter at all times throughout the Lease Term, at the Lessee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Lessee).
- (c) The Lessee hereby:
- (i) gives its consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of Clause No. 3.28 of the Lease.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a) and (b) of Clause No. 3.28 of the Lease; any omission

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工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.28條(a)(iii)款及(c)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.28條(c)款就「泊車位資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不可就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (e) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款及(b)款之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款第3.28條(b)款「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.28條(a)(iii)款所賦予的酌情權與權利，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、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。

18 「該租契」條款第3.29(a)至(i)條訂明：

- (a) 「承租人」須於「該租契」的日期起計12個曆月或「署長」可指定的延長期限內自費交「署長」存放一份或多份標示根據「該租契」條款第3.24(a)條、第3.24(c)條及第3.25(a)條將在「該地段」提供所有作停泊及上落客貨用途的停車位及根據「該租契」條款第3.28(a)(i)條在「該地段」內指定提供「泊車位資訊」的停車位之布局的圖則(下稱「停車場布局圖」)。未經「運輸署署長」事先書面批准，不得修訂、更改、改動、修改或以另一布局圖代替「停車場布局圖」。
- (b) 於「停車場布局圖」上標示作停泊及上落客貨用途的停車位不得用作「該租契」條款第3.24(a)條、第3.24(c)條及第3.25(a)條各所述用途以外的任何其他用途。「承租人」須根據「停車場布局圖」維持所有作停泊及上落客貨用途的停車位及其他地方，包括但不限於「停車場布局圖」上標示之升降機、樓梯平台、機動及流通區。
- (c) 除了「停車場布局圖」上標示的停車位之外，不得將「該地段」任何部分或其上任何建築物或構築物用作「該租契」條款第3.24(a)條、第3.24(c)條及第3.25(a)條各所述供汽車停泊及作上落客貨之用途。

or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with sub-clause (b) of Clause No. 3.28 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of Clause No. 3.28 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of Clause No. 3.28 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (e) 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a) and (b) of Clause No. 3.28 of the Lease; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with sub-clause (b) of Clause No. 3.28 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clause (a)(iii) of Clause No. 3.28 of the Lease.

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

- (a) Within 12 calendar months from the date of the Lease or such longer period as may be specified by the Director, the Lessee shall at its own expense deposit with the Director a plan or plans indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Clauses No. 3.24(a), 3.24(c) and 3.25(a) of the Lease and the spaces which are the subject of the Parking Information to be designated within the Lot in accordance with Clause No. 3.28(a)(i) of the Lease (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.
- (b) The parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Clauses No. 3.24(a), 3.24(c) and 3.25(a) of the Lease. The Lessee shall maintain all parking, loading and unloading spaces, and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with Car Park Layout Plans.
- (c) Except for the spaces indicated on the Car Park Layout Plans, no part of the Lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles set out respectively in Clauses No. 3.24(a), 3.24(c) and 3.25(a) of the Lease.

- (d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.29條(a)款交「署長」存放「停車場布局圖」之前，不得進行任何可影響「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之交易。
- (e) 「承租人」現：
- (i) 同意「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權查閱、使用、複印及修訂「停車場布局圖」，及同意「運輸署署長」或「署長」以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子方式或經電子平台)披露及傳布「停車場布局圖」至任何政府部門或第三方(不論個人、商戶、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途，用以回覆不論公眾或傳媒查詢或其他查詢，或「運輸署署長」、「署長」或政府之主動查詢；及
- (ii) 接受及確認「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.29條(e)(i)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「停車場布局圖」。
- (f) 就「該租契」條款第 3.29 條(e)款而言，「承租人」須促致或促使他人促致「停車場布局圖」的知識產權擁有人同意「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士查閱、使用、複印、修訂、披露及傳布「停車場布局圖」，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途。
- (g) 「承租人」現接受及確認根據「該租契」條款第3.29條(e)款及(f)款給予的同意將在「批租年期」屆滿或提前終止後繼續有效並對「承租人」具約束力。
- (h) 對於履行或未能履行任何「承租人」在「該租契」條款第3.29條(a)款、(b)款、(c)款、(d)款及(f)款之責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.29條(e)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.29條(e)(i)款就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不可就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (d) Except with 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 shall be entered into prior to the deposit of Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.29 of the Lease.
- (e) The Lessee hereby:
- (i) gives its consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and
- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of Clause No. 3.29 of the Lease.
- (f) For the purpose of sub-clause (e) of Clause No. 3.29 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of Clause No. 3.29 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.29 of the Lease; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.29 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of Clause No. 3.29 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

批地文件的摘要

Summary of Land Grant

- (i) 對於履行或未能履行任何「承租人」在「該租契」條款第3.29條(a)款、(b)款、(c)款、(d)款及(f)款下之責任；對於「停車場布局圖」中的任何遺漏或錯誤，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、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。

19 「該租契」條款第3.31(a)至(h)條訂明：

- (a) (i) 政府獲保留權利於「該租契」附錄I圖則上(下稱「圖則I」)以粉紅色加黑斜線顯示之範圍內兩段地層土地並構成「該租契」附錄II兩幅縱剖面圖上以藍色顯示之部分的地層(該附錄II下稱「圖則II」及該兩段地層土地下統稱「地層」)，「地層」構成名為「沙田至中環綫(屯馬綫)」之鐵路及其任何伸延的其中一部分(沙田至中環綫(屯馬綫)及其任何伸延下稱「鐵路」)。「承租人」既無「地層」的權利、擁有權、管有權或使用權，亦沒有就「地層」提出任何申索或索償的權利。
- (ii) 政府、其代理人、獲許可人、傭工和獲其授權的人士均獲保留獨有權利和自由在「批租年期」期間於「地層」內建造、運作及保養「鐵路」，以供政府認為適宜的人士、(如適用)該等汽車按照政府認為適宜的時間、方式和目的使用。
- (b) 「承租人」須確保已建或擬建於「地層」內之「鐵路」的範圍無誤，以令其本人信納，而「承租人」亦不可就「鐵路」之建造、存在或運作所引致或引起而對「該地段」或「承租人」造成任何種類的損壞、滋擾、干擾、煩擾、損失或損害，向政府或其任何人員、代理人、承租人、租戶、傭工或獲其授權的人士提出任何索償。
- (c) 「承租人」在「該地段」展開任何工程之前必須先諮詢香港鐵路有限公司(下稱「該公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或「鐵路」之安全運作。如路政署署長要求，「承租人」須自費採取「該公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作安全。就「該租契」條款第3.31條(c)款而言，「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程。
- (d) 「承租人」須遵從及遵守一切目前生效且關乎「鐵路」之條例、附例及規例及其任何修訂條文。
- (e) 「承租人」不得以任何形式干預「鐵路」之建造、使用和運作。

- (i) 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.29 of the Lease; any omission or mistake in the Car Park Layout Plans.

19 Clause No. 3.31(a) to (h) of the Lease stipulates that:

- (a) (i) There are excepted and reserved to the Government two underground strata of land which are located within the area shown coloured pink hatched black on the plan at Appendix I annexed to the Land Grant (hereinafter referred to as "Plan I") and which form portions of the land shown coloured blue on the two longitudinal section plans at Appendix II annexed to the Land Grant (the said Appendix II is hereinafter referred to as "Plan II" and the said two underground strata are hereinafter collectively referred to as "the Underground Strata"). The Underground Strata form part of the railway known as "The Shatin to Central Link (Tuen Ma Line)" and any extension thereto (the Shatin to Central Link (Tuen Ma Line) and any extension thereto (hereinafter referred to as "the Railway")) and as to which the Lessee shall have no right of or title to the ownership, possession or use nor any right or claim to compensation whatsoever in respect thereof.
- (ii) There is also excepted and reserved to the Government, its agents, licensees, servants and those authorised by it the exclusive right and liberty throughout the Lease Term to construct, operate and maintain the Railway within the Underground Strata for the use by such person or persons, (if applicable) by such vehicles, at such times, in such manner and for such purposes as the Government may see fit.
- (b) The Lessee shall satisfy himself as to the extent of the Railway constructed or to be constructed within the Underground Strata and shall not make any claim against the Government or any of its officers, agents, lessees, tenants, servants or those authorised by it for any damage, nuisance, disturbance, annoyance, loss or detriment of any kind whatsoever either to the Lot or to the Lessee caused by or arising out of the construction, presence or operation of the Railway.
- (c) Prior to the commencement of any works whatsoever on the Lot, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works will not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Railway and if required by the Director of Highways the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway. For the purpose of sub-clause (c) of Clause No. 3.31 of the Lease, "works" shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.
- (d) The Lessee shall observe and comply with all Ordinances, By-laws and Regulations for the time being in force and relating to the Railway and any amendments thereto.
- (e) The Lessee shall not interfere in any way with the construction, use and operation of the Railway.

- (f) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「鐵路」或其附近的任何建築物的任何部分提出的一切要求。
- (g) 「承租人」在所有時間須允許「署長」、「該公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、汽車、機器或設備進出及返回及通過「該地段」和已建於其上的任何建築物，以進行工程及進行與「鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商不會就因其行使「該租契」條款第3.31條(g)款所賦予的權利所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不可向上述人士提出索償或反對。
- (h) 倘若《香港鐵路條例》第4條、《香港鐵路條例》下的規例及任何修訂法例或其他所授予「該公司」經營「鐵路」或影響「該地段」或其任何部分的鐵路部分的專營權(包括其任何延期)屆滿時，「該租契」條款第3.31條所指的「該公司」應(如適用)指政府、其提名人或政府指定的第三方。

20 「該租契」條款第3.32(a)至(b)條訂明：

- (a) 「承租人」確認於「圖則I」上兩條藍色虛線之間以「SEWAGE TUNNEL」標示之污水隧道(下稱「污水隧道」)於「該地段」下面、之下及之內興建及經過及「圖則I」上兩條黑色虛線之間以「HARBOUR AREA TREATMENT SCHEME TUNNEL PROTECTION AREA」標示之淨化海港計劃隧道保護區。政府、其人員、代理人、承辦商、工人及任何其他獲上述任何人士授權的人士，不論是否備有工具、設備、裝置、機器或汽車，均獲保留權利不受限制自由隨時進出及返回及通過「該地段」或其任何部分，以運作、視察、保養、維修、翻新及重建「污水隧道」，以及進行渠務署署長可要求或授權進行的任何其他工程。政府、其人員、代理人、承辦商、工人及任何其他獲上述任何人士授權的人士不會就因其行使「該租契」條款第3.32條所賦予的權利，或上述「污水隧道」之運作、視察、保養、維修、翻新及重建及渠務署署長要求或授權進行的任何其他工程而所引起或附帶引起不論任何對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向上述任何人士提出申索補償或其他。
- (b) 在不損害「該租契」條款第4.9條的原則下，「承租人」須自費在所有時間，特別是在進行「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「污水隧道」。「承租人」在進行任何「工程」之前，須向渠務署署長提交保護「污水隧道」免受「工程」損壞的

- (f) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (g) The Lessee shall, at all times, permit the Director, the Corporation and their duly authorised officers, servants and contractors the right of ingress, egress and regress to, from and through the Lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorised officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under sub-clause (g) of Clause No. 3.31 of the Lease and no claim or objection shall be made against him or them by the Lessee.
- (h) In the event the Corporation ceases to operate the Railway or any part of the Railway affecting the Lot or any part thereof upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation or otherwise, any reference to the Corporation in Clause No. 3.31 of the Lease shall where appropriate mean the Government, its nominee or a third party designated by the Government.

20 Clause No. 3.32(a) to (b) of the Lease stipulates that:

- (a) The Lessee acknowledges that there is a sewage tunnel between the two pecked blue lines marked "SEWAGE TUNNEL" on Plan I (hereinafter referred to as "the Sewage Tunnel") constructed and running under, below and within the Lot and a Harbour Area Treatment Scheme Tunnel Protection Area between the two pecked black lines marked "HARBOUR AREA TREATMENT SCHEME TUNNEL PROTECTION AREA" on Plan I. There is reserved unto the Government, its officers, agents, contractors, workmen and any other person duly authorised by any of them at all times, with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the Lot or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing the Sewage Tunnel and for carrying out any other works which the Director of Drainage Services may require or authorise. The Government, its officers, agents, contractors, workmen and any other person duly authorised by any of them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person arising out of or incidental to the exercise by them of the rights conferred under Clause No. 3.32 of the Lease or the said operation, inspection, maintenance, repair, renewal and reconstruction of the Sewage Tunnel and any other works so required or authorised by the Director of Drainage Services, and no claim for compensation or otherwise shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (b) Without prejudice to Clause No. 4.9 of the Lease, the Lessee shall at its own expense take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the Works to avoid causing any damage, disturbance or obstruction to the Sewage Tunnel. The Lessee shall prior to carrying out any of the Works submit its proposals in writing for

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書面建議，以待渠務署署長全面審批，「承租人」不得在取得渠務署署長對「工程」及上述建議作出的書面批准之前進行任何「工程」。「承租人」須履行渠務署署長於批准上述建議時對「污水隧道」施加的任何要求和承擔符合該等要求支出的費用。

21 「該租契」條款第4.2條訂明：

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

22 「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。

23 「該租契」條款第4.4條訂明：

除非獲「署長」事先書面同意，「承租人」不得切去、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。

24 「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」或其任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該

protecting the Sewage Tunnel from being damaged by the Works to the Director of Drainage Services for his approval in all respects. The Lessee shall not carry out any of the Works whatsoever until the Director of Drainage Services 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 of Drainage Services in respect of the Sewage Tunnel in granting the aforesaid approval.

21 Clause No. 4.2 of the Lease stipulates that:

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

22 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.

23 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.

24 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

地段」內的土地和任何毗鄰或毗連的政府土地或出租土地，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良好和修繕妥當的狀態，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在「該租契」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的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，並對上述塌方、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、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及契諾的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求，並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

25 「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。

26 「該租契」條款第4.7條訂明：

如果在發展或重建「該地段」或其任何部分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監測預應力地樁，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監測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監測工程，「署長」可立即執行與進行該監測工程，而「承租人」須在要求時歸還政府因此產生的費用。

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.

25 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.

26 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.

27 「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」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、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。

28 「該租契」條款第4.9條訂明：

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

27 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 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.

28 Clause No. 4.9 of the Lease stipulates that:

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

29 「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渠務署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，並使渠務署署長滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、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)的工程可由渠務署署長進行，但渠務署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，並使渠務署署長滿意。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，渠務署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。

30 「該租契」條款第5.3(a)至(c)條訂明：

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

29 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 of Drainage Services such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director of Drainage Services 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 proceedings 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 of Drainage Services 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 of Drainage Services 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 of Drainage Services 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.

30 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 authorised 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 authorised 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

批地文件的摘要

Summary of Land Grant

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)。

31 「該租契」條款第5.4(a)至(c)條訂明：

- (a) 「承租人」確認於「該租契」的日期，若干構築物及裝置由包括但不限於土地註冊署登記為九龍內地段第2207號餘段(於「圖則I」上以「KIL 2207 RP」顯示和標示以資識別)的土地上之建築物的窗戶(開啟時)延伸入「該地段」(該等構築物及裝置下統稱「現有裝置」)，「該地段」之批地受制於「現有裝置」之存在。政府不就以下項目作出明示或隱含的保證：(i)「現有裝置」或其任何部分的實際情況、狀態或安全性；(ii)「現有裝置」是否按照《建築物條例》(第123章)及其下的規例及任何修訂法例的規定而豎立或安裝或繼續存在；(iii)「現有裝置」是否會被拆卸、移除或補救；及(iv)「現有裝置」是否有任何受支撐之地役權或同類權利。
- (b) 政府不會就以下原因或因而引起或附帶引起而不論任何對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任或義務：
- (i) 「現有裝置」之侵佔；
 - (ii) 存在、保養、維修、使用、移除或拆卸「現有裝置」；
 - (iii) 「承租人」或任何其他人士進行與「現有裝置」有關之任何工程；
 - (iv) 對新九龍內地段第2207號餘段之登記業主或佔用人，或「現有裝置」有關之任何其他人士採取措施或法律訴訟或行動；
- 或其他原因，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府、「署長」及其人員、承辦商、代理人及任何獲政府或「署長」授權的人士提出索償。

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 authorised 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.

31 Clause No. 5.4(a) to (c) of the Lease stipulates that:

- (a) The Lessee acknowledges that as at the date of the Lease, certain structures and installations including but not limited to the windows (when opened) protrude from the building erected on that piece or parcel of ground registered in the Land Registry as The Remaining Portion of Kowloon Inland Lot No. 2207 (which for identification purpose only is shown and marked "KIL 2207 RP" on Plan I) onto the Lot (which structures and installations are hereinafter collectively referred to as "the Existing Features") and that the grant of the Lot is subject to the existence of the Existing Features. The Government gives no warranty, express or implied, as to (i) the physical condition, state or safety of the Existing Features or any part thereof; (ii) whether the Existing Features were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation; (iii) whether the Existing Features will be demolished, removed or rectified; and (iv) whether the Existing Features are entitled to any easement of support or the like.
- (b) The Government shall be under no responsibility, obligation or liability whatsoever to the Lessee or any other persons for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other persons by reason of or arising out of or incidental to:
- (i) the encroachment by the Existing Features;
 - (ii) the presence, maintenance, repair, use, removal or demolition of the Existing Features;
 - (iii) the carrying out of any works by the Lessee or any other persons in relation to the Existing Features; and
 - (iv) the taking of steps or legal proceedings or actions against the registered owner(s) or the occupier(s) of The Remaining Portion of Kowloon Inland Lot No. 2207 or any other persons in respect of the Existing Features;
- or otherwise, and no claim whatsoever shall be made by the Lessee against the Government, the Director and their officers, contractors and agents and any persons authorised by the Government or the Director whomsoever in respect of any such loss, damage, nuisance or disturbance.

- (c) 為釋疑慮起見，「現有裝置」之存在及「該地段」之批地受制於「現有裝置」之存在的情況不會在任何方面免除、解除、撤銷、減輕或更改「承租人」在「該租契」條款下之責任，或就「承租人」在「該租契」條款下之責任的任何違約、不遵從、不遵守或不履行不會在任何方面影響政府於「該租契」條款下之權利及補償。

32 「該租契」條款第5.6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。

- (c) For the avoidance of doubt, the existence of the Existing Features and the fact that the Lot is hereby agreed to be granted subject to the existence of the same shall not in any way relieve the Lessee of, or release, discharge, lessen or vary, the Lessee's obligations under the Lease or affect or prejudice in any way the rights and remedies of the Government under the Lease in respect of any breach, non-compliance, non-observance or non-performance by the Lessee of its obligations under the Lease.

32 Clause No. 5.6 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。

Notes :

1. Since 1 July 2022, the Secretary for Transport and Housing has been changed to the Secretary for Housing.
2. Since 1 July 2022, the Permanent Secretary for Transport and 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.



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. 「公眾停車場」

(i) 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.25(a)至(f)條訂明：

- (a) 除了根據「該租契」條款第3.24條下分別之目的提供停車位之要求外，「承租人」(見批地文件的摘要內的定義)須自費以各方面均令「運輸署署長」(見批地文件的摘要內的定義)滿意的方式，並根據香港目前或於任何時間生效且關乎公眾停車場及公眾汽車停泊的所有法例、附例及規例：
- (i) 在「批租年期」(見批地文件的摘要內的定義)期間於「該地段」(見批地文件的摘要內的定義)內豎立和建造及此後提供和維持公眾停車場(下稱「公眾停車場」)；及
- (ii) 在「公眾停車場」內提供：
 - (I) 35個供停泊根據「道路交通條例」(見批地文件的摘要內的定義)獲發牌的汽車的停車位，除了根據「該租契」條款第3.25條(a)(ii)(II)款保留及指定之停車位外，每個所述停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；及
 - (II) 根據「該租契」條款第3.25條(a)(ii)(I)款所提供的停車位之中保留及指定供傷殘人士的汽車停泊之停車位數目須按建築事務監督或運輸及房屋局常任秘書長(房屋)規定或批准。而每個保留及指定之停車位的尺寸須按建築事務監督或運輸及房屋局常任秘書長(房屋)規定及批准。
- (b) 「公眾停車場」內提供之每個停車位均須直接面向車輛通道或有充足之流通區致使任何「該租契」條款第3.25條(a)(ii)款提及的汽車可由車輛通道或流通區駛進或駛離每個停車位而不受阻礙。
- (c) 「公眾停車場」布局之設計須讓「該租契」條款第3.25條(a)(ii)款提及的汽車進入「公眾停車場」時毋須於「該地段」外排隊或等候。
- (d) 儘管「該租契」條款第3.20(c)條有所規定，「公眾停車場」內提供的所有停車位須於所有時間以時租、日租或月租形式或其他獲「運輸署署長」書面批准之形式，供所有公眾人士作短期停泊根據「道路交通條例」獲發牌的汽車。

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

1. PUBLIC VEHICLE PARK

(i) Relevant provisions of the land grant

Clause No. 3.25(a) to (f) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) In addition to the requirements to provide spaces for the respective purposes under and in accordance with Clause No. 3.24 of the Lease, the Lessee (as defined in the Summary of Land Grant) shall at its own expense, in all respects to the satisfaction of the C for T (as defined in the Summary of Land Grant) and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:
 - (i) erect and construct and thereafter provide and maintain within the Lot (as defined in the Summary of Land Grant) a public vehicle park (hereinafter referred to as "the Public Vehicle Park") throughout the Lease Term (as defined in the Summary of Land Grant); and
 - (ii) provide within the Public Vehicle Park:
 - (I) 35 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (as defined in the Summary of Land Grant), each of the spaces so provided (except for the spaces reserved and designated under sub-clause (a)(ii)(II) of Clause No. 3.25 of the Lease) having a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
 - (II) out of the spaces provided under sub-clause (a)(ii)(I) of Clause No. 3.25 of the Lease, such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require or approve. The dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Transport and Housing (Housing) may require and approve.
- (b) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle as referred to in sub-clause (a)(ii) of Clause No. 3.25 of the Lease can move into or away from each parking space from or to the driveway or circulation area without obstruction.
- (c) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle as referred to in sub-clause (a)(ii) of Clause No. 3.25 of the Lease shall have to queue or wait outside the Lot to enter into the Public Vehicle Park.
- (d) Notwithstanding Clause No. 3.20(c) of the Lease, all parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short term parking of motor vehicles licensed under the Road Traffic Ordinance on hourly, daily or monthly basis or on such other basis as may be approved in writing by the C for T.

- (e) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，若「公眾停車場」於地面水平以下提供，「公眾停車場」(包括在「公眾停車場」內提供的所有停車位、迴旋處、進出通道及流通區，以及「署長」(見批地文件的摘要內的定義)可行使其獨有酌情權認為合適的任何其他範圍及停車位)均不納入計算總樓面面積。就「該租契」條款第3.25條而言，何謂地面水平或「公眾停車場」或其任何部分是否位於地面水平以下將由運輸及房屋局常任秘書長(房屋)決定，其決定為最終決定及對「承租人」具有約束力。
- (f) 根據「該租契」條款第3.25條(a)(ii)款於「公眾停車場」內提供的停車位不得用作停泊根據「道路交通條例」獲發牌的汽車以外的任何其他用途，並且特此說明，「公眾停車場」或其任何部分不得用作汽車存放、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。

「該租契」條款第3.26條訂明：

「承租人」須自費以各方面均遵守香港現行或於任何時間生效而關乎公眾停車場及公眾汽車停泊的所有法例、附例及規例，及以令「運輸署署長」滿意的方式，在2024年11月30日或之前或「運輸署署長」可批准的其他日期開始運作「公眾停車場」及此後在「批租年期」期間於所有時間繼續運作、維持、保養、維修、處理及管理「公眾停車場」連同其組成部分的或與之有關的一切。

「該租契」條款第3.27(a)至(c)條訂明：

- (a) 「承租人」須在「批租年期」期間於所有時間允許「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「該地段」或其任何部分及任何已建或擬建於「該地段」的建築物，以視察、檢查或確保「承租人」未有違反或未有不遵守「該租契」條款第3.24條、第3.25條及第3.26條。
- (b) 政府不會就因「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士行使「該租契」條款第3.27條(a)款所賦予的權利，而不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何及如何引致)負上任何責任，而「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。

- (e) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas and spaces as the Director (as defined in the Summary of Land Grant) may in his sole discretion consider appropriate) if the Public Vehicle Park is provided below ground level. For the purpose of Clause No. 3.25 of the Lease, the decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes ground level or whether the Public Vehicle Park or any part or parts thereof is below ground level shall be final and binding on the Lessee.
- (f) The parking spaces provided within the Public Vehicle Park under sub-clause (a)(ii) of Clause No. 3.25 of the Lease shall not be used for any purpose other than for the parking of the motor vehicles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

Clause No. 3.26 of the Lease stipulates that:

The Lessee shall, at its own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T, on or before the 30th day of November 2024 or such other date as may be approved by the C for T commence to operate the Public Vehicle Park and thereafter at all times during the Lease Term, continue to operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it.

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

- (a) The Lessee shall at all times throughout the Lease Term permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, 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 purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Clauses No. 3.24, 3.25 and 3.26 of the Lease by the Lessee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

- (c) 「承租人」須對「運輸署署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士行使「該租契」條款第3.27條(a)款所賦予的權利，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、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。

「該租契」條款第3.28(a)至(e)條訂明：

(a) 「承租人」須：

- (i) 自費向「運輸署署長」提交或促使他人提交一份或多份圖則供其書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在「該土地」上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝用以提交與根據「該租契」條款第3.25(a)(ii)條於「公眾停車場」提供的停車位有關或有聯繫的資料之設施、裝置及設備(下稱「設施、裝置及設備」)的範圍或空間的位置和尺寸，該圖則或該等圖則須載有「運輸署署長」以其獨有及絕對酌情權要求或指定的資料(下統稱「泊車位資訊系統範圍」)，包括但不限於按照「該租契」條款第3.28條(b)款規定並根據「該租契」條款第3.28條(b)款而須提供的空置的汽車停車位的數目和種類(下統稱「泊車位資訊」)的資料；
- (ii) 於2024年11月30日或之前或「運輸署署長」可批准的其他日期，以各方面均令「運輸署署長」滿意的方式自費根據「該租契」條款第3.28條(a)(i)款獲批准的該圖則或該等圖則進行及完成「泊車位資訊系統範圍」的工程，並自費提供及安裝「設施、裝置及設備」，及此後須在「批租年期」期間於所有時間自費保養「泊車位資訊系統範圍」及「設施、裝置及設備」於良好和修繕妥當的狀態，以履行「承租人」在「該租契」條款第3.28條(b)款下的責任，並在各方面使「運輸署署長」滿意；及
- (iii) 在「批租年期」期間於所有合理時間允許「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「該地段」或其任何部分及任何已建或擬建於「該地段」的建築物，以視察、檢查及監督為履行「該租契」條款第3.28條(a)(ii)款而進行的任何工程。

- (c) 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, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the rights conferred under sub-clause (a) of Clause No. 3.27 of the Lease.

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

(a) The Lessee shall:

- (i) at its own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the Lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Clause No. 3.25(a)(ii) of the Lease including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of Clause No. 3.28 of the Lease;
- (ii) on or before the 30th day of November 2024 or such other date as may be approved by the C for T, at the Lessee’s own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of Clause No. 3.28 of the Lease, and at the Lessee’s own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the Lease Term, maintain at the Lessee’s own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Lessee’s obligations under sub-clause (b) of Clause No. 3.28 of the Lease and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the Lease Term permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, 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 purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of Clause No. 3.28 of the Lease.

- (b) 「承租人」須從由「運輸署署長」決定並以書面指定的日期開始(「運輸署署長」就此的決定為最終決定並對「承租人」具約束力)及此後在「批租年期」期間於所有時間以各方面均令「運輸署署長」滿意的方式自費向「運輸署署長」提交或促使他人向「運輸署署長」提交「泊車位資訊」，其格式及時間及間距由「運輸署署長」不時要求或以書面指明(「運輸署署長」就此的決定為最終決定並對「承租人」具約束力)。
- (c) 「承租人」現：
- (i) 同意「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權處理、使用及複印「泊車位資訊」(不論是原始或經處理)及同意「運輸署署長」以其獨有及絕對酌情權認為恰當之格式、途徑披露及傳布「泊車位資訊」至任何政府部門或第三方(不論個人、商戶、法人團體、公眾人士或其他組織)供政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「泊車位資訊」或將「泊車位資訊」作其他用途；及
- (ii) 接受及確認「運輸署署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.28條(c)(i)款所賦予之權利處理、使用或複印「泊車位資訊」或以任何格式及以任何途徑披露及傳布「泊車位資訊」(不論是原始或經處理)至任何政府部門或第三方。
- (d) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款及(b)款之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款第3.28條(b)款「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.28條(a)(iii)款及(c)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.28條(c)款就「泊車位資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不可就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (b) The Lessee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Lessee) and thereafter at all times throughout the Lease Term, at the Lessee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Lessee).
- (c) The Lessee hereby:
- (i) gives its consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of Clause No. 3.28 of the Lease.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a) and (b) of Clause No. 3.28 of the Lease; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with sub-clause (b) of Clause No. 3.28 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of Clause No. 3.28 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of Clause No. 3.28 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (e) 對於履行或未能履行任何「承租人」在「該租契」條款第3.28條(a)款及(b)款之責任；對於「泊車位資訊」中的任何遺漏或錯誤；對於根據「該租契」條款第3.28條(b)款「承租人」與提交「泊車位資訊」有關的任何遺漏、錯誤、疏忽或失責；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.28條(a)(iii)款所賦予的酌情權與權利，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、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。

(ii) 公契的有關條文

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

- i. 根據「公契」第一節第1條，「停車場」指及包括(但不限於)……「公眾停車場」……
- ii. 根據「公契」第一節第1條，「公眾停車場」指「該租契」條款第3.25條所指的「公眾停車場」及位於「屋苑」地下低層及地下並構成「停車場」之部分，及包括但不限於通道範圍、流通通道、車輛通道、斜道、入口、出口、「公眾停車場停車位」、管道槽、風機房、樓梯底面、樓梯天面、氣槽房、集水坑泵房、通風管道、通風管道的上部、地下低層停車場之通風井、到達不到的空隙、泥土回填及防水大量填充物料及橫杆吊閘，即現於「公契」所夾附圖則上以紫色加黑斜線顯示並以「CAR PARK (PUBLIC VEHICLE PARK)」標示以資識別的範圍。
- iii. 根據「公契」第一節第1條，「公眾停車場停車位」指「該租契」條款第3.25(a)條所規定及「該租契」條款第3.29條所指的停車場布局圖上顯示並位於「公眾停車場」的汽車停車位及傷殘人士停車位，以供汽車停泊。為免生疑問，「公眾停車場停車位」不包括「停車位」。
- iv. 根據「公契」第三節第11條第(g)項，於「房委會」繼續為任何「不分割份數」之實益擁有人期間，「房委會」獲保留權利在任何時間或不時在其認為適當時以其絕對酌情之獨有及專有權，受「該租契」規定，在沒有「業主」或此「公契」任何一方贊同或批准下不時行使權利改變、修訂、更改、增加或改動此時已存在的建築圖則及/或停車場布局圖(只要與「停車位」或「停車場」(「公眾停車場」除外)有關(及於「停車場」(「公眾停車場」除外)繼續歸「房委會」名下獨有期間)或只要與「公眾停車場停車位」或「公眾停車場」

- (e) 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a) and (b) of Clause No. 3.28 of the Lease; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Lessee in relation to the submission of the Parking Information in accordance with sub-clause (b) of Clause No. 3.28 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clause (a)(iii) of Clause No. 3.28 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 1 of Section I of the DMC, "Car Park" shall mean and include (but not limited to) ... the Public Vehicle Park ...
- ii. Pursuant to Clause 1 of Section I of the DMC, "Public Vehicle Park" shall mean the "Public Vehicle Park" referred to in Clause 3.25 of the Lease and forming part of the Car Park located on the Lower Ground Floor and Ground Floor of the Estate, and shall include (but not limited to) the accessory areas, circulation passages, driveways, ramps, entrances, exits, the Public Vehicle Park Parking Spaces, pipe duct, fan room, underside of staircase, roofs of staircase, air duct room, sump pump room, vent duct, upper part of vent duct, ventilation shaft for lower ground floor car park, inaccessible void, soil backfill and waterproof mass fill and drop gate, which for the purpose of identification only, are shown coloured violet hatched black and marked "CAR PARK (PUBLIC VEHICLE PARK)" on the plans annexed to the DMC.
- iii. Pursuant to Clause 1 of Section I of the DMC, "Public Vehicle Park Parking Spaces" shall mean the car parking spaces and the disabled parking spaces situated in the Public Vehicle Park for the parking of motor vehicles as required under Clause 3.25(a) of the Lease and as shown as such in the car park layout plan referred to in Clause 3.29 of the Lease. For the avoidance of doubt, the Public Vehicle Park Parking Spaces shall exclude the Parking Spaces.
- iv. Pursuant to Clause 11(g) of Section III of the DMC, there is excepted and reserved unto the Authority, for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to exercise, subject to the requirement under the Lease, the right to change, amend, vary, add to or alter the building plans and/or the car park layout plans (in so far as the Parking Spaces or the Car Park (excluding the Public Vehicle Park) are concerned (and so long as the Car Park (excluding the Public Vehicle Park) remains solely vested in the Authority) or in so far as the Public Vehicle Park Parking Spaces or the Public Vehicle Park is concerned (and so long as the Public Vehicle Park remains solely vested in the Authority)) existing at the date hereof (including, but not limited to, amending, altering and/or varying the user, number or the layout of (i) the Parking Spaces and/or the Car Park (excluding the Public

有關(及於「公眾停車場」繼續歸「房委會」名下獨有期間))，包括但不限於修訂、改動及／或更改(i)「停車位」及／或「停車場」(「公眾停車場」除外)或其任何部分；或(ii)「公眾停車場停車位」及／或「公眾停車場」或其任何部分之用途、數目或布局。不過，本條款的任何內容均不能免除「房委會」須取得相關政府部門的事先書面同意或批准之規定(如被要求時)。然而，任何該等改變、修訂、更改、增加或改動均不得干擾或影響「業主」以專有權持有、使用、佔用和享用該「業主」擁有之「單位」及「房委會」須獨自承擔因此而附帶引起之所有費用。惟前提是(1)「房委會」只可改動「房委會」擁有的「停車場」之布局及「停車位」及「公眾停車場停車位」之位置或布局；(2)不得阻礙或限制進出「屋苑」任何部分的通道及(3)「公用地方與設施」之任何部分不得受任何方式的影響。

- v. 根據「公契」第三節第11條(h)項，於「房委會」繼續為任何「不分割份數」之實益擁有人期間，「房委會」獲保留權利在任何時間或不時在其認為適當時以其絕對酌情之獨有及專有權，於「公眾停車場」的擁有權繼續歸「房委會」名下獨有期間，行使專有權為「公眾停車場」命名或改名及此後任何時間及不時再為其改名。
- vi. 根據「公契」第三節第11條第(i)項，於「房委會」繼續為任何「不分割份數」之實益擁有人期間，「房委會」獲保留權利在任何時間或不時在其認為適當時以其絕對酌情之獨有及專有權，在毋須對其他「業主」提述下行使完全及不受限制權利指定或再指定「房委會」擁有的「停車位」及「公眾停車場停車位」之號數編排及／或位置(受「該租契」條文限制)。惟「房委會」在行使任何此權利時不得干擾「業主」之權利持有、使用、佔用和享用該「業主」擁有之「單位」或其獲分配之「不分割份數」或「管理份數」。
- vii. 根據「公契」第三節第11條第(o)項(2)款，於「房委會」繼續為任何「不分割份數」之實益擁有人期間，「房委會」獲保留權利在任何時間或不時在其認為適當時以其絕對酌情之獨有及專有權，於「停車場」的擁有權繼續歸「房委會」或任何一位「業主」名下獨有期間，「房委會」或該位「業主」須管理及保養「停車場」(以「停車場」唯一「業主」的身分)。在不損害前述規定之一般性原則下，(i)根據「該租契」條款第3.25(d)條「房委會」或「公眾停車場」之任何「業主」須於所有時間以時租、日租或月租形式或其他獲運輸署署長書面批准之形式，供所有公眾人士於「公眾停車場」作短期停泊；及(ii)根據「該租契」條款第3.26條「房委會」或該整個「公眾停車場」之「業主」須自費運作、維持、保養、維修、處理及管理「公眾停車場」連同其組成部分的或與之有關的一切。

Vehicle Park) or any part thereof; or (ii) the Public Vehicle Park Parking Spaces and/or the Public Vehicle Park or any part thereof) from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the Authority from the requirements of obtaining the prior written consent or approval of the relevant Government authorities (if so required) PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns and all costs incidental thereto shall be borne by the Authority solely and PROVIDED FURTHER THAT (1) the Authority shall only alter the layout of the Car Park and location or layout of the Parking Spaces and the Public Vehicle Park Parking Spaces owned by the Authority, (2) access to and from any part of the Estate shall not be impeded or restricted and (3) no part of the Common Areas and Facilities shall be affected in any way.

- v. Pursuant to Clause 11(h) of Section III of the DMC, there is excepted and reserved unto the Authority, for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to exercise, so long as the ownership of the Public Vehicle Park remains solely vested in the Authority, the exclusive right to name or change the name of the Public Vehicle Park and subsequently to further change the same at any time and from time to time.
- vi. Pursuant to Clause 11(i) of Section III of the DMC, there is excepted and reserved unto the Authority, for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to exercise the full and unrestricted right without reference to the other Owners to designate or re-designate the numbering, and/or (subject to the provisions of the Lease) location of the Parking Spaces and the Public Vehicle Park Parking Spaces owned by the Authority PROVIDED THAT the exercise by the Authority of any of the rights herein shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor the Undivided Shares or Management Shares allocated thereto.
- vii. Pursuant to Clause 11(o)(2) of Section III of the DMC, there is excepted and reserved unto the Authority, for as long as the Authority remains the beneficial owner of any Undivided Share, the sole and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit, so long as the ownership of the Car Park is vested solely in the Authority or any one single Owner, the Car Park shall be managed and maintained by the Authority or such one single Owner (in the capacity as the sole Owner of the Car Park). Without prejudice to the generality of the foregoing, (i) the Authority or any Owner of the Public Vehicle Park shall make available the Public Vehicle Park to all members of the public at all times for short term parking on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner of Transport in accordance with Clause 3.25(d) of the Lease; and (ii) the Public Vehicle Park and everything forming a portion of or pertaining to it shall be operated, upheld, maintained, repaired conducted and managed by the Authority or such Owner of the whole Public Vehicle Park at its own expenses in accordance with Clause 3.26 of the Lease.

- viii. 根據「公契」第四節第18條第(bf)項，「經理人」具有權力、職能與責任代表「業主」遵從、履行及撤銷在「該租契」條款第3.27(a)條、第3.28(a)(iii)條、第3.28(b)條、第3.31(g)條下施加的責任與義務(只要與「公用地方與設施」有關之責任與義務)。
- ix. 根據「公契」第二附錄B部分第(d)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權是受限於在所有時間讓公眾人士在停泊其汽車在「公眾停車場停車位」時有權進出及返回及通過「屋苑公用地方與設施」或其任何部分作為通道以進出「公眾停車場」。
- x. 根據「公契」第三附錄第24條，現時及此後所有時間持有「該地段」及「屋苑」每一「不分割份數」之「業主」不得使用或准許或容許他人使用任何「停車位」、上落客貨停車位、垃圾車專用車位及「公眾停車場停車位」作「該租契」條款第3.24(a)條、第3.24(c)條及第3.25(a)條各款所述用途以外的任何其他用途，並且特此說明，「停車位」及「公眾停車場停車位」不得用作或准許或容許他人用作汽車存放、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。
- xi. 根據「公契」第四附錄第1條，「業主」或佔用人或公眾不得使用「屋苑」任何部分作汽車停泊用途(除了於「停車位」內及獲其「業主」准許或於「公眾停車場停車位」內受制於「房委會」或「公眾停車場」的業主(視乎情況)管理或運作之外)。
- xii. 根據「公契」第四附錄第2條，每位「業主」須確保其賓客除於「停車位」內(及獲其「業主」准許)或於「訪客停車位」內(及「訪客停車位」根據「公契」條文被指定為附加「住宅大廈公用地方與設施」之後獲「經理人」准許)或於「公眾停車場停車位」內(受制於「房委會」或「公眾停車場」的「業主」對其之管理或運作)之外，不得使用「屋苑」任何部分作汽車停泊用途。

2. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第4.10(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渠務署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，並使渠務署署長滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有

- viii. Pursuant to Clause 18(bf) 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 (insofar as the same concern the Common Areas and Facilities) under Clause 3.27(a), Clause 3.28(a)(iii), Clause 3.28(b), Clause 3.31(g) of the Lease for and on behalf of the Owners.
- ix. Pursuant to Clause (d) 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 right of ingress, egress and regress to, from and through the Estate Common Areas and Facilities or any part thereof at all times in favour of the members of the public for the purpose of gaining access to and from the Public Vehicle Park in relation to the parking of their motor vehicles at the Public Vehicle Park Parking Spaces.
- x. Pursuant to Clause 24 of the Third Schedule to the DMC, the Owner for the time being of each of the Undivided Shares of and in the Lot and the Estate shall at all times hereafter not to use or permit or suffer to be used any of the Parking Spaces, the Loading and Unloading Spaces, Loading and Unloading Space for Refuse Collection Vehicles and Public Vehicle Park Parking Spaces for any purpose other than for the respective purposes set out in clauses 3.24(a), 3.24(c) and 3.25(a) of the Lease, and in particular, not to use or permit or suffer to be used the Parking Spaces and the Public Vehicle Park Parking Spaces for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- xi. Pursuant to Clause 1 of the Fourth Schedule to the DMC, no portion of the Estate (except within the Parking Spaces and with the permission of the Owners thereof or within the Public Vehicle Park Parking Spaces subject to the management or operation thereof by the Authority or the Owner of the Public Vehicle Park (as the case may be)) may be used by the Owner or occupier or members of the public for vehicle parking purposes.
- xii. Pursuant to Clause 2 of the Fourth Schedule to the DMC, each Owner shall ensure that his guests do not use any part of the Estate except within the Parking Spaces (and with the permission of the Owners thereof) or within the Visitors' Car Parking Spaces (and with the permission of the Manager after the designation of the Visitors' Car Parking Spaces as additional Residential Block Common Areas and Facilities in accordance with the provisions of the DMC) or within the Public Vehicle Park Parking Spaces (subject to the management or operation thereof by the Authority or the Owner of the Public Vehicle Park (as the case may be)) for vehicle parking purposes.

2. DRAINS AND CHANNELS

(i) Relevant provisions of the land grant

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

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director of Drainage Services such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director of Drainage Services 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,

關的一切責任、索償、損失、損害賠償、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)的工程可由渠務署署長進行，但渠務署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，並使渠務署署長滿意。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，渠務署署長可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 公契的有關條文

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

- i. 根據「公契」第四節第18條第(j)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當的狀態：
- (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」滿意的排水渠和渠道。
- ii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」條款第4.10條所指及要求的排水渠及渠道。
- iii. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.3條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

costs, demands, actions and proceedings 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 of Drainage Services 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 of Drainage Services 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 of Drainage Services 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. 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 referred to and required under Clause 4.10 of the Lease 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. 根據「公契」第七節第51條第(a)項(1)(iv)款，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」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、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- v. 根據「公契」第七節第51條第(b)項(3)款，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱、承座及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vi. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使本「公契」或「副公契」(如有者)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「經理人」、其工人、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。
- vii. 根據「公契」第二附錄B部分第(b)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權是受限於讓水、污水、氣體及電力，藉自由而不受干擾地通過現時或此後任何時間可能位於他擁有的「屋苑」部分或其任何部分內或設於其下的污水渠、排水渠、水道、電纜、水管和電線，以往來「屋苑」(不包括他擁有的部分)的通行權。
- viii. 根據「公契」第四附錄第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。

- iv. 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.
- v. 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.
- vi. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, 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.
- vii. 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.
- viii. 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.

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

1. 排水渠及渠道

請參閱上文第A2段。

2. 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及通過「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)。

(ii) 公契的有關條文

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

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

1. DRAINS AND CHANNELS

Please see paragraph A2 above.

2. 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 authorised 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 authorised 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 authorised 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.

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

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

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

註: 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。

Note: Since 1 July 2022, the Permanent Secretary for Transport and Housing (Housing) has been changed to the Permanent Secretary for Housing.

冠山苑「該租契」附圖(摘錄)

Extract of Plan Annexed to the said Lease of Kwun Shan Court



圖例 NOTATION



粉紅色加黑斜線
Pink Hatched Black



藍色虛線
Pecked Blue Line



黑色虛線
Pecked Black Line

COLOURED PINK AND PINK HATCHED BLACK AREA 3 032 SQUARE METRES (ABOUT)

SCALE 1:1 000

metres 20 0 20 40 60 80 100 metres




公眾停車場
Public Vehicle Park

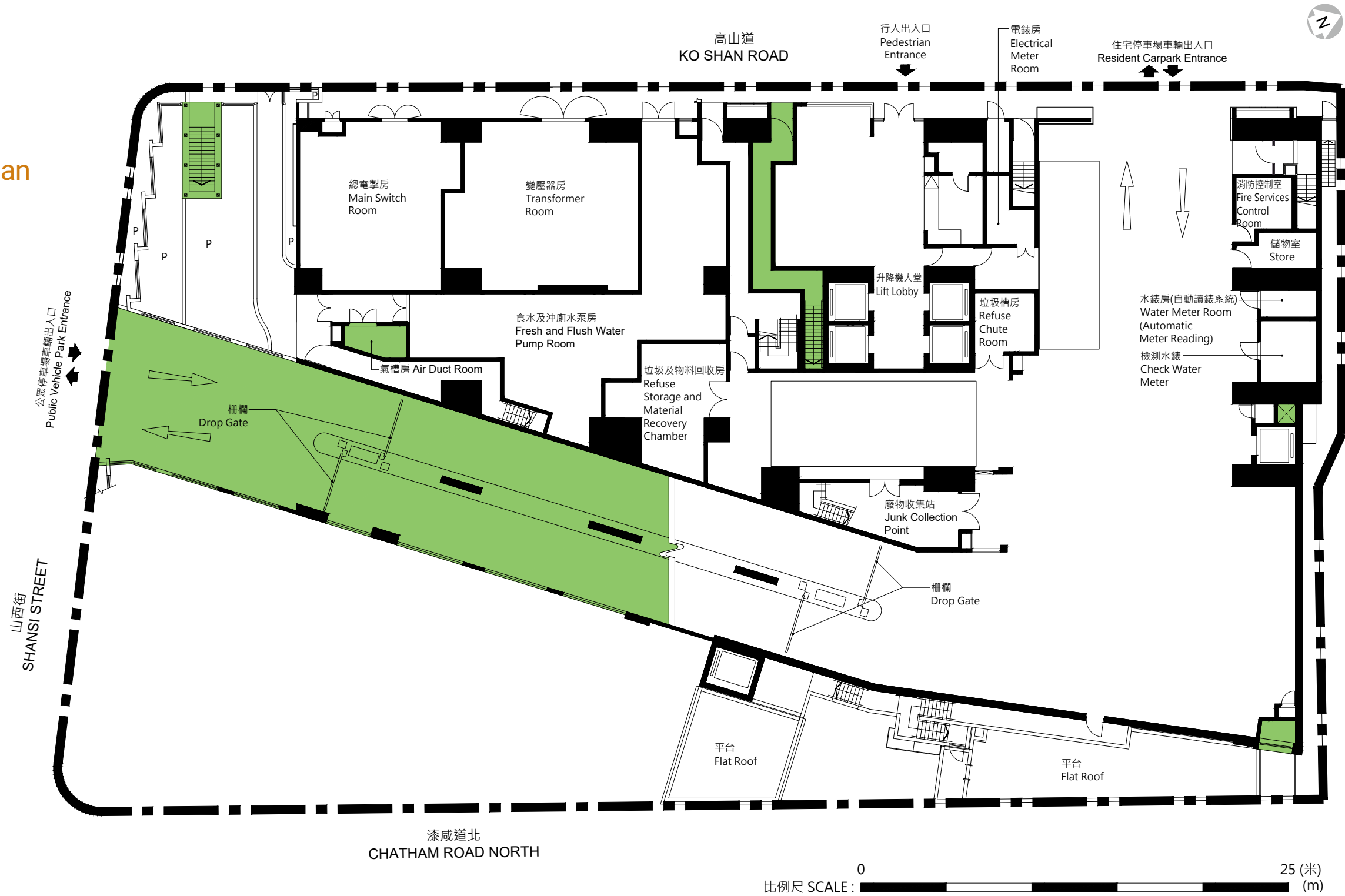
地下低層平面圖
Lower Ground Floor Floor Plan





圖例 NOTATION

P	花槽 Planter
	有蓋公眾停車場 Covered Public Vehicle Park

公眾停車場
Public Vehicle Park
地下平面圖
Ground Floor Floor Plan



圖例 NOTATION

	地界	Lot Boundary
P	花槽	Planter
	公眾停車場車輛出入口， 斜道往地下低層及公眾 停車場的其他範圍	Public Vehicle Park Entrance, Ramp to Lower Ground Floor and other areas of Public Vehicle Park



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。

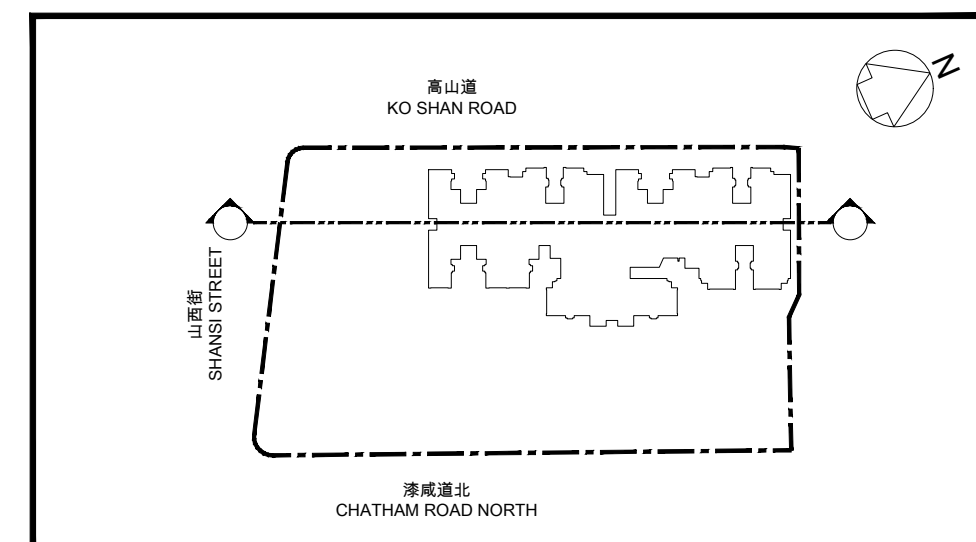
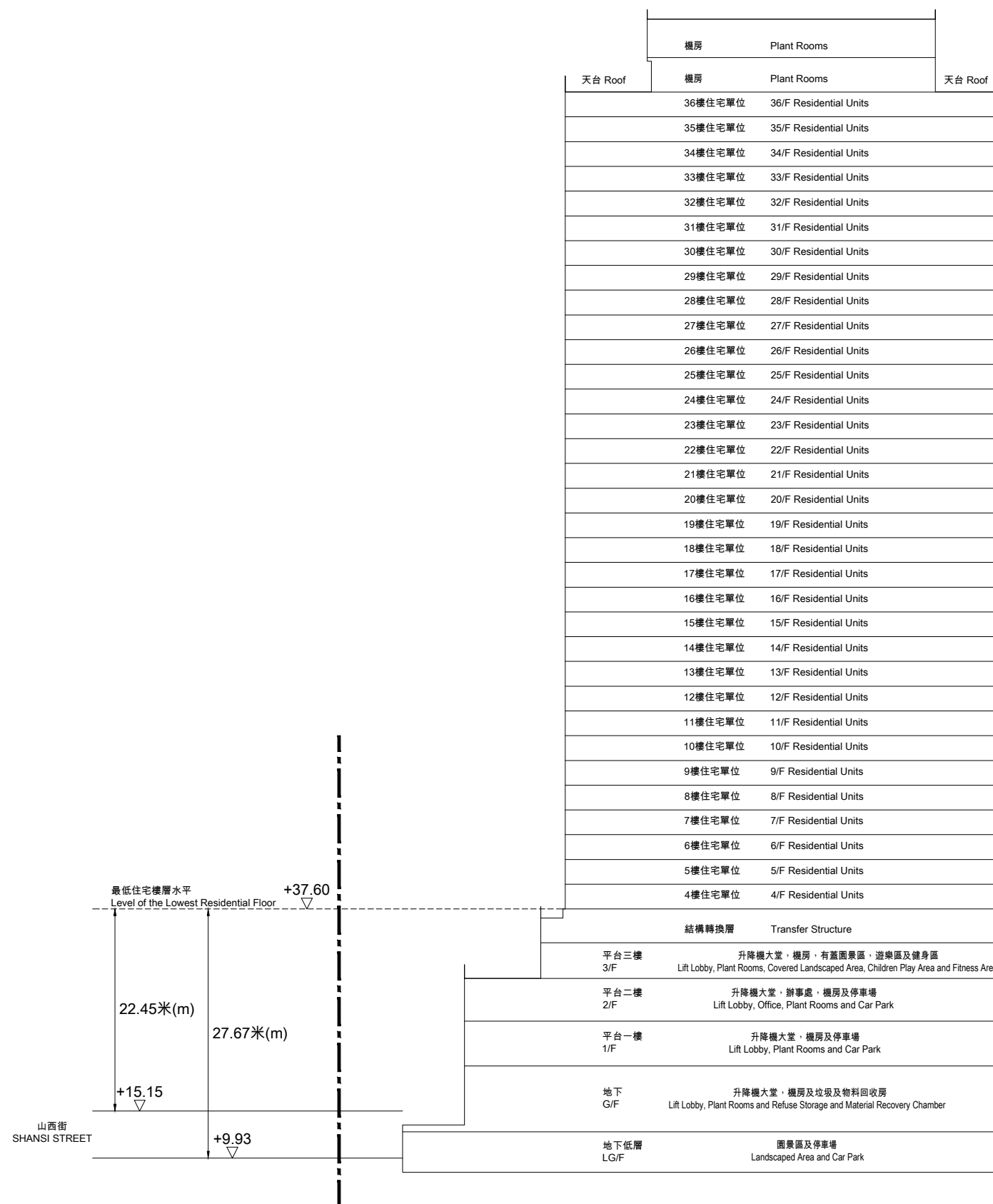
The solicitors appointed by the Hong Kong Housing Authority (HA) are acting for the HA only and will not be able to protect the purchasers' interest. All purchasers are urged to instruct a separate firm of solicitors of their choice to advise them and act for them in relation to their purchase of a Home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

發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development



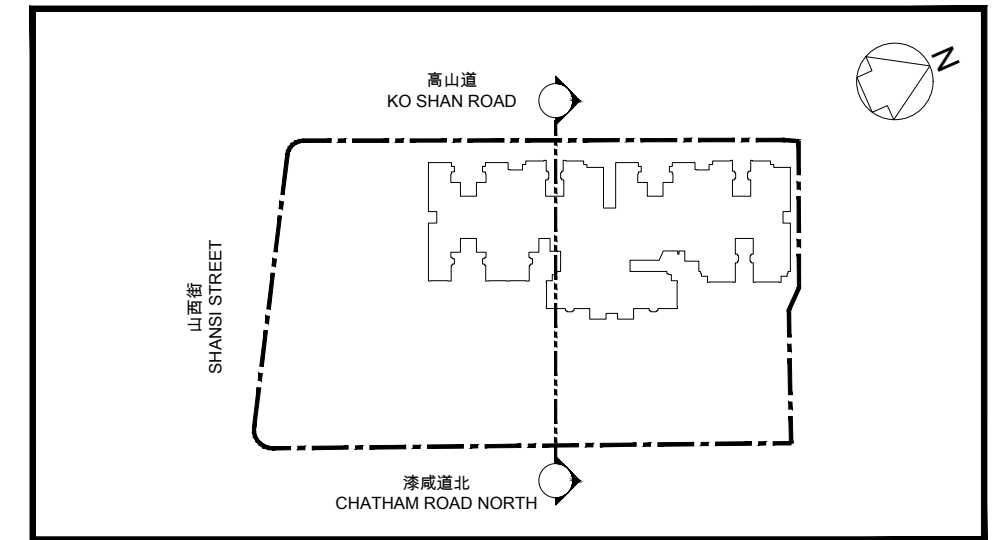
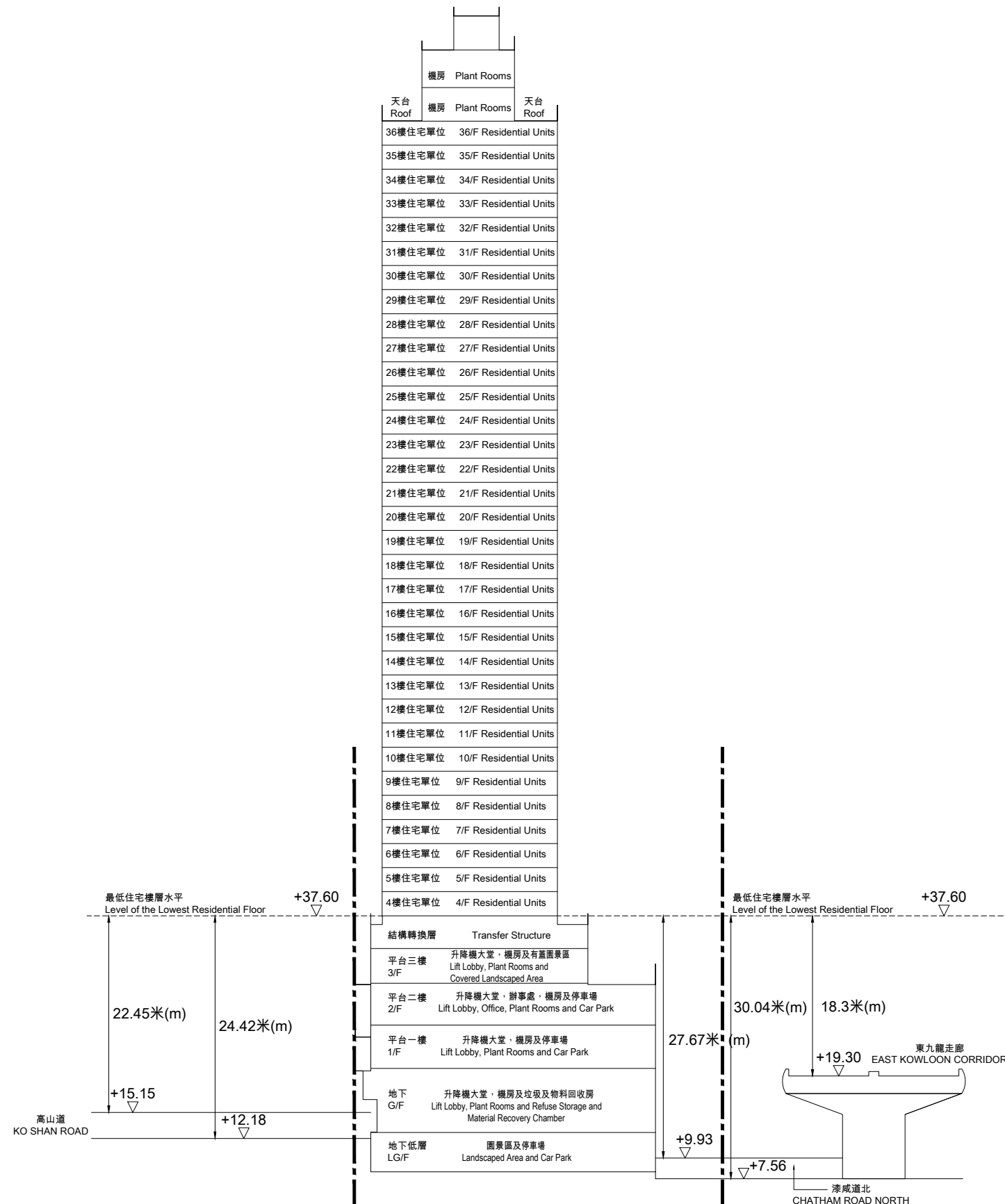
指示圖 KEY PLAN

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

毗連建築物的一段山西街為香港主水平基準以上9.93米至15.15米。
The part of Shansi Street adjacent to the building is 9.93 metres to 15.15 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

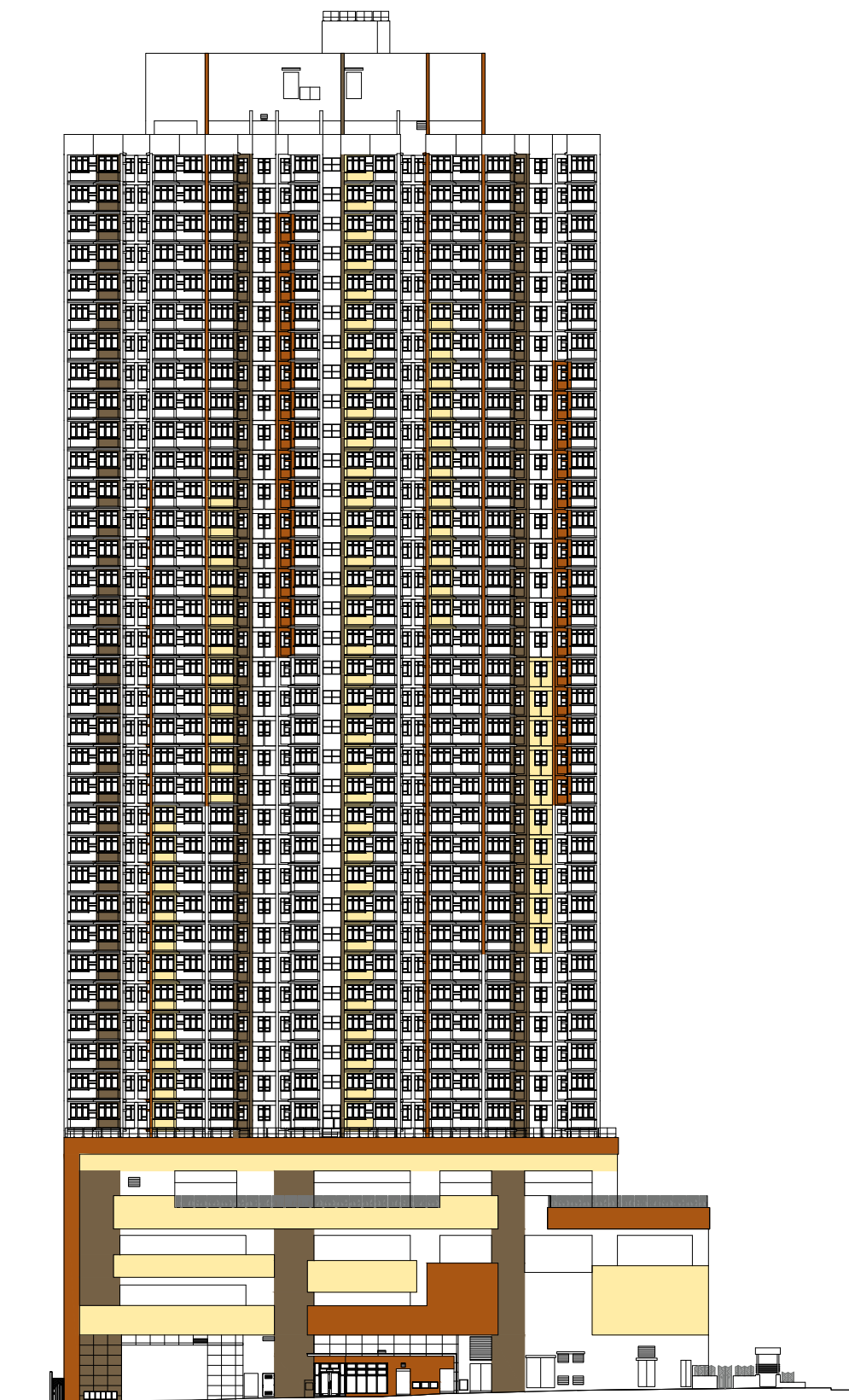


指示圖 KEY PLAN

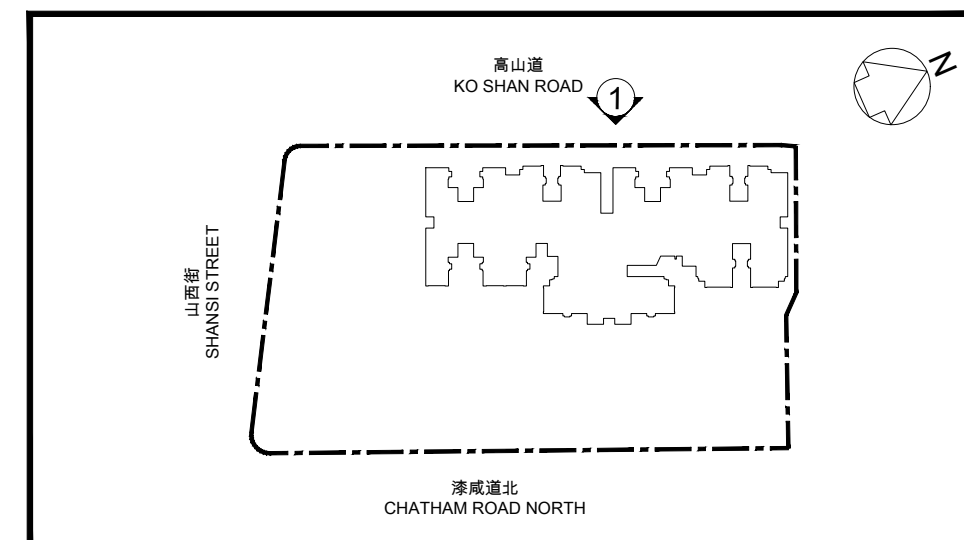
圖例 NOTATION

	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

1. 毗連建築物的一段高山道為香港主水平基準以上12.18米至15.15米。
The part of Ko Shan Road adjacent to the building is 12.18 metres to 15.15 metres above the Hong Kong Principal Datum.
2. 毗連建築物的一段漆咸道北為香港主水平基準以上7.56米至9.93米。
The part of Chatham Road North adjacent to the building is 7.56 metres to 9.93 metres above the Hong Kong Principal Datum.
3. 毗連建築物的一段東九龍走廊為香港主水平基準以上19.30米。
The part of East Kowloon Corridor adjacent to the building is 19.30 metres above the Hong Kong Principal Datum.



西北面立面圖“1”
North West Elevation Plan “1”



指示圖 KEY PLAN

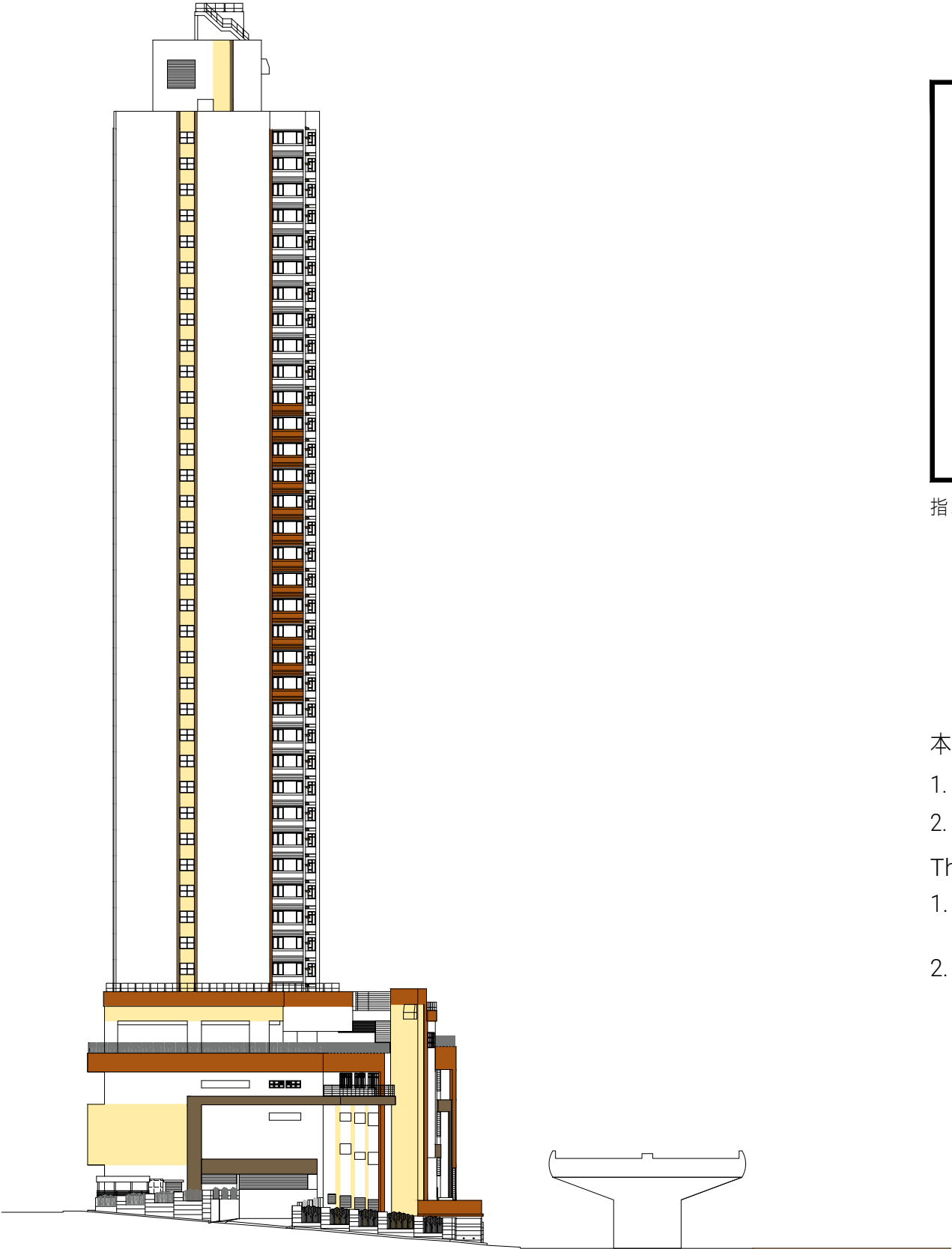
本圖所顯示的立面：

1. 以2024年8月30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。

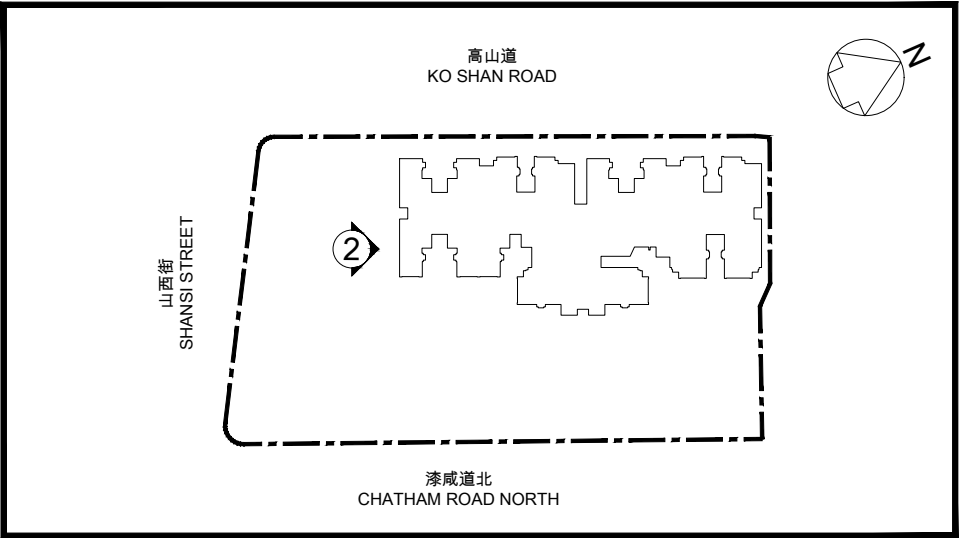
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 30 August 2024; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



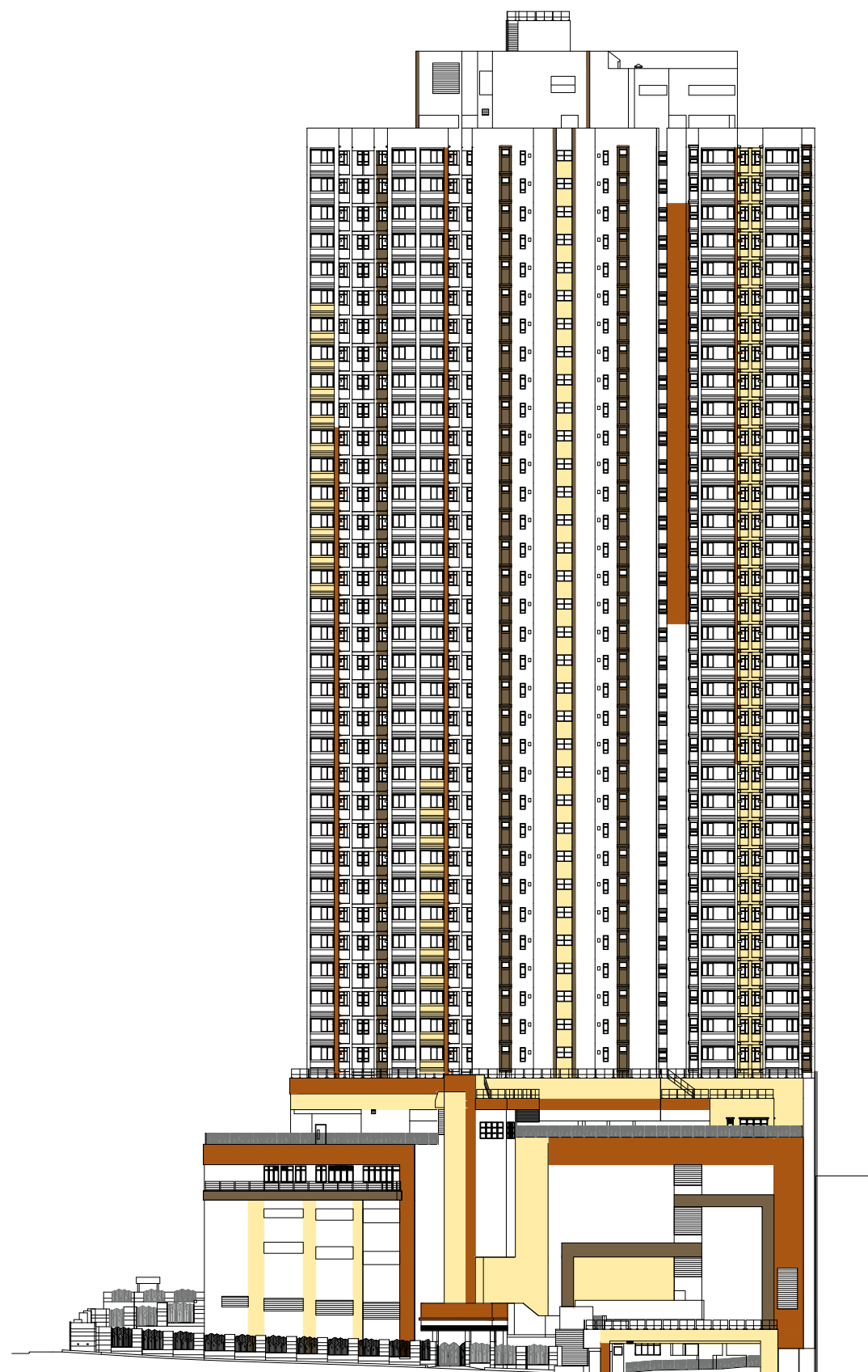
西南面立面圖“2”
South West Elevation Plan “2”



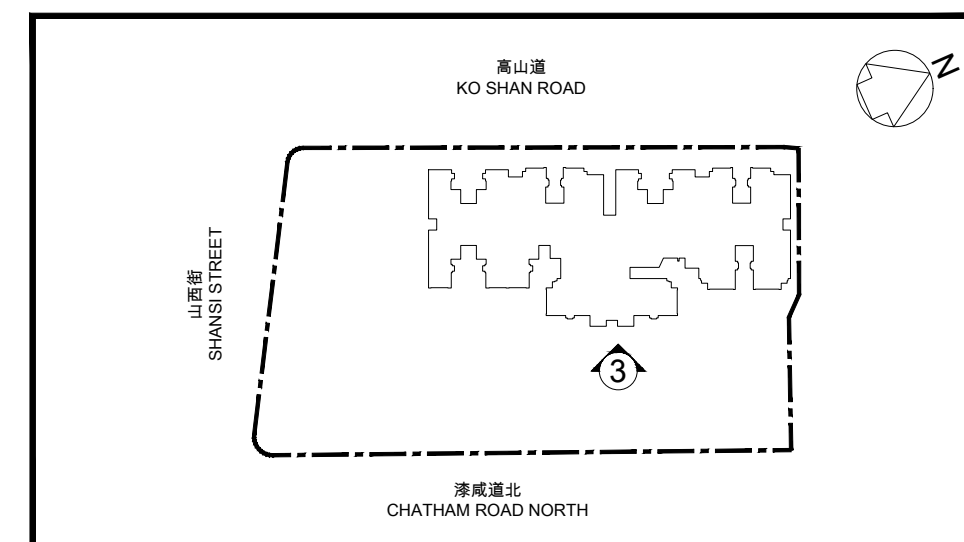
指示圖 KEY PLAN

- 本圖所顯示的立面：
- 1. 以2024年8月30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 30 August 2024; and
 - 2. is in general accordance with the outward appearance of the Development.

立面圖 Elevation Plan



東南面立面圖“3”
South East Elevation Plan “3”



指示圖 KEY PLAN

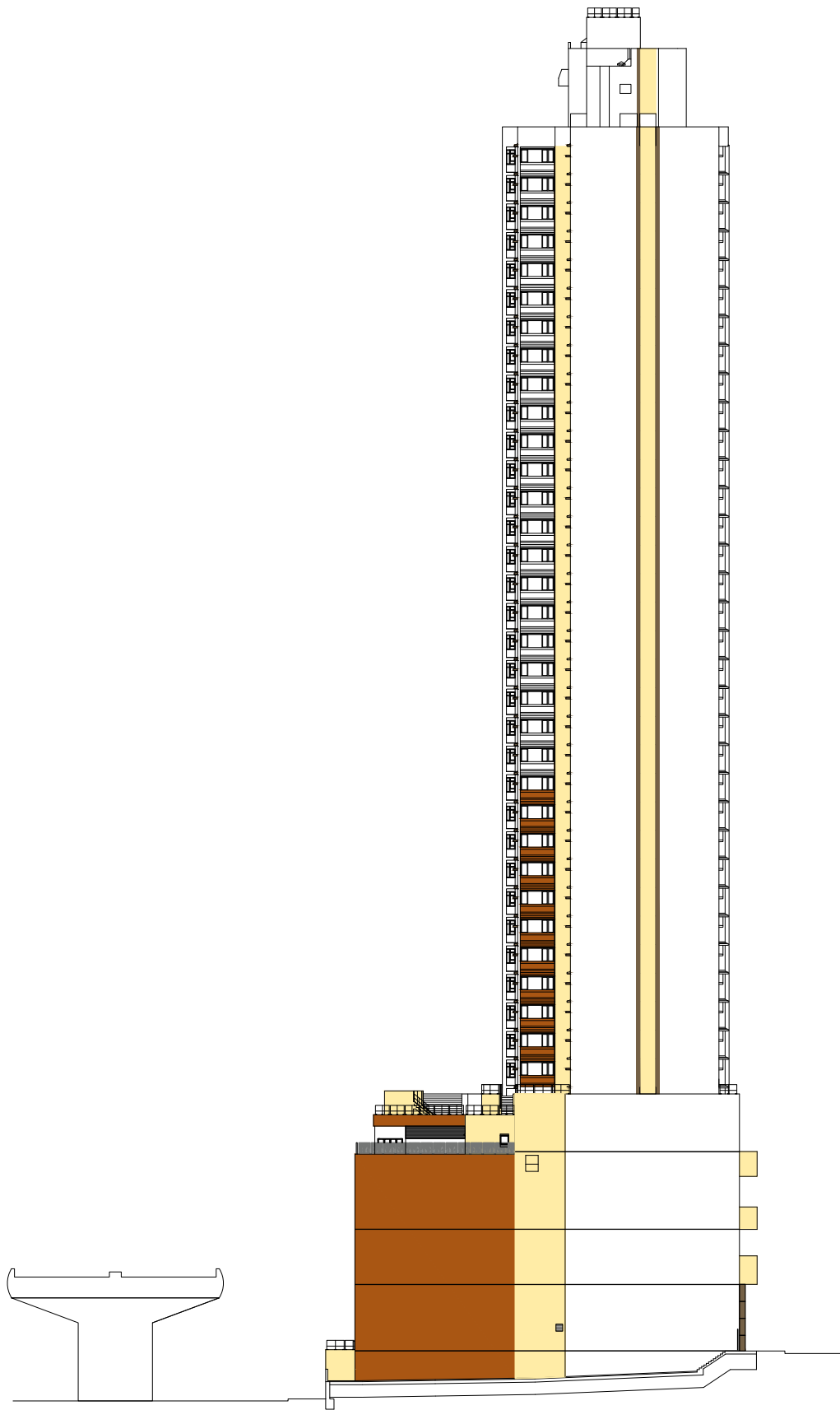
本圖所顯示的立面：

1. 以2024年8月30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。

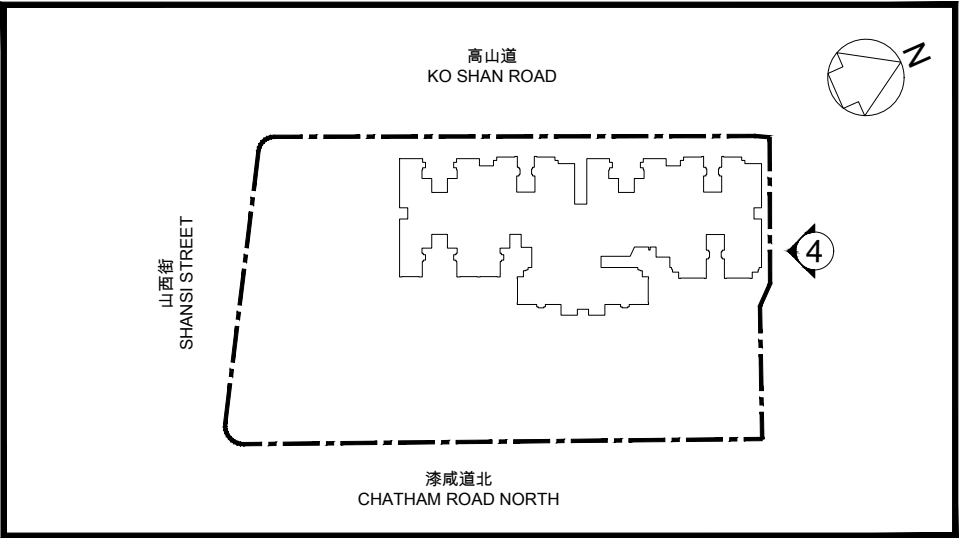
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 30 August 2024; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



東北面立面圖“4”
North East Elevation Plan “4”



指示圖 KEY PLAN

- 本圖所顯示的立面：
- 1. 以2024年8月30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 30 August 2024; and
 - 2. is in general accordance with the outward appearance of the Development.



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.	354.6	1,173.3	1,527.9
	平方呎 sq.ft.	3,817	12,629	16,446

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.



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 冠山苑已簽立的公契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 Deed of Mutual Covenant in respect of Kwun Shan Court that has been executed 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.



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。地下低層至平台三樓外牆局部鋪砌瓷磚及鋁質面板。	Finished with external paint. Some finished with ceramic tiles and aluminium cladding panels at LG/F to 3/F floors.
b	窗 Windows	<p>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>部分單位設有減音窗及/或固定窗。</p> <p>減音窗由一層鋁質趟窗框配強化清玻璃，及一層鋁質窗框及可以用六角匙(如有)開啟的固定窗框配清玻璃窗組成。</p> <p>固定窗選用鋁質窗框配清玻璃，部份固定窗框可以用六角匙(如有)開啟。</p> <p>有關裝設減音窗及/或固定窗之單位及有關窗戶的位置，請參閱第106頁至第107頁。</p>	<p>Aluminium window frame fitted with clear float glass for living/dining room. 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>Acoustic windows and/or fixed windows are installed in some of the flats.</p> <p>Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass, and a layer of aluminium window frame and fixed window frame openable with allen key (if any) fitted with clear float glass.</p> <p>Fixed windows comprise of aluminium window frame fitted with clear float glass and with part of the windows openable with allen key (if any).</p> <p>Please refer to the plan on page 106 to page 107 for flats installed with acoustic windows and/or 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

1 外部裝修物料 EXTERIOR FINISHES			
e	陽台或露台 Verandah or balcony	<p>(i) 露台：</p> <p>5至11號單位設有露台。露台選用固定鋁質趟窗框配強化清玻璃。若玻璃片的任何一部份距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>牆壁及天花板髹上外牆漆，部分牆壁及天花板覆蓋設有吸音物料的鋁質疏孔面板。地板及牆腳線以過底磚鋪砌。</p> <p>有關設有露台之單位及有關露台的位置，請參閱第20頁至第23頁。</p> <p>是否有蓋：所有露台均有蓋。</p> <p>(ii) 陽台：不適用</p>	<p>(i) Balcony：</p> <p>Balconies are provided for Flats 5 to 11. Aluminium fixed sliding window frame fitted with tempered clear float glass is installed in balcony. 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>Walls and ceiling are finished with external paint and partially fitted with sound absorptive material clad with aluminium lining panels with perforations. Floor and skirting are finished with homogeneous tiles.</p> <p>Please refer to the plan on page 20 to page 23 for flats with balconies and locations of such balconies.</p> <p>Whether it is covered： All balconies are covered.</p> <p>(ii) Verandah： Not applicable</p>
f	乾衣設施 Drying facilities for clothing	<p>客/飯廳部分窗外設有鋁質晾衣架。(5至11號單位除外)</p> <p>5至11號單位露台天花板設有不銹鋼晾衣桿。</p>	<p>Aluminium drying racks are fitted outside some of the windows of the living/dining room. (Except Flats 5 to 11)</p> <p>Stainless steel clothing drying rod is fitted at the ceiling of balcony of Flats 5 to 11.</p>
2 室內裝修物料 INTERIOR FINISHES			
a	大堂 Lobby	<p>地下主入口大堂：</p> <p>牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板局部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：</p> <p>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:</p> <p>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:</p> <p>Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p>
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>露台門： 露台門選用鋁質門框配夾層強化清玻璃及五金配件。</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> <p>Balcony door: Balcony door is made of aluminium door frame fitted with laminated tempered clear float glass and ironmongeries.</p>
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盆、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 edging 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，灶台面為人造樹脂。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.
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 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.

3 室內裝置 INTERIOR FITTINGS			
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「蒂升」牌客用升降機 (型號為TE-HP61)</p> <ul style="list-style-type: none">• 1號升降機服務地下至36樓• 2號升降機服務地下至36樓• 3號升降機服務地下至36樓• 4號升降機服務地下至36樓 <p>一部「奧的斯」牌客用升降機 (型號為GeN2 Regen MRL)</p> <ul style="list-style-type: none">• 5號升降機服務地下低層及平台三樓	<p>Four "TK Elevator" passenger lifts (Model No. TE-HP61)</p> <ul style="list-style-type: none">• Lift No. 1 serves G/F to 36/F• Lift No. 2 serves G/F to 36/F• Lift No. 3 serves G/F to 36/F• Lift No. 4 serves G/F to 36/F <p>One "Otis" passenger lift (Model No. GeN2 Regen MRL)</p> <ul style="list-style-type: none">• Lift No. 5 serves LG/F and 3/F
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	4樓至36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 4/F to 36/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、平台一至三樓升降機大堂、有蓋園景及兒童遊樂區、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, lift lobbies of podium level 1 – 3, covered landscaped and play areas, 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

每個單位的浴室或廚房設有一部「TGC」牌煤氣熱水爐(型號ST13SK)。
有關熱水爐的安裝位置請參閱「住宅物業機電裝置數量說明表」。

One “TGC” town gas water heater (Model No. ST13SK) is provided in the bathroom or kitchen of each flat.

Please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties regarding the location of water heater.

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.

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		4樓 – 36樓 4/F – 36/F														
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	2	3	3	3	3	3	3	2	2	2	2	2	3	3	
	雙極開關掣	Double Pole Switch		1	1	2	2	2	2	2	2	1	1	1	1	1	2	2	
	天花燈咀	Ceiling Lamp Holder		2	2	3	3	3	3	3	3	2	2	2	2	2	3	3	
	13安培雙頭插座	13A Twin Socket Outlet		5	5	8	8	8	8	8	8	5	5	5	5	5	8	8	
	電話插座	Telephone Outlet		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	
	接駁器(註1)	Connection Unit (Note 1)		1	1	2	2	2	2	2	2	1	1	1	1	1	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	
	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	
	門鈴	Door Bell		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	
	大門電話對講機	Doorphone Handset		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		
浴室 Bathroom	燈掣	Lighting Switch		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	
	天花燈咀	Ceiling Lamp Holder		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	
	5安培裝有熔斷器的接駁器供煤氣熱水爐	5A Fused Connection Unit for Town Gas Water Heater		–	–	1	1	1	1	1	1	–	–	–	–	–	1	1	
	接駁器(註4)	Connection Unit (Note 4)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	煤氣熱水爐	Town Gas Water Heater		–	–	1	1	1	1	1	1	–	–	–	–	–	1	1	
	煤氣熱水爐雙極開關掣	Double Pole Switch for Town Gas Water Heater		–	–	1	1	1	1	1	1	–	–	–	–	–	1	1	
	煤氣熱水爐接駁器	Connection Unit for Town Gas Water Heater		–	–	1	1	1	1	1	1	–	–	–	–	–	1	1	

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties																		
			樓層 Floor		4樓 – 36樓 4/F – 36/F													
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
廚房 Kitchen	燈掣	Lighting Switch		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
	天花燈咀	Ceiling Lamp Holder		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		1	1	2	2	2	2	2	2	1	1	1	1	1	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
	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
	5安培裝有熔斷器的接駁器供煤氣熱水爐	5A Fused Connection Unit for Town Gas Water Heater		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
	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
	接駁器(註7)	Connection Unit (Note 7)		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
	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
	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
	煤氣熱水爐	Town Gas Water Heater		1	1	–	–	–	–	–	–	1	1	1	1	1	–	–
	煤氣熱水爐雙極開關掣	Double Pole Switch for Town Gas Water Heater		1	1	–	–	–	–	–	–	1	1	1	1	1	–	–
	煤氣熱水爐接駁器	Connection Unit for Town Gas Water Heater		1	1	–	–	–	–	–	–	1	1	1	1	1	–	–
露台 Balcony	燈掣	Lighting Switch		–	–	–	–	1	1	1	1	1	1	1	–	–	–	–
	牆裝式防水燈具(註8)	Wall Mounted Weatherproof Lighting Fitting (Note 8)		–	–	–	–	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。
8. 業主須自行提供及安裝燈泡

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 Unit installed inside bathroom is for connecting exhaust fan.
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.
8. The Light Bulb shall be provided and installed by owners.



服務協議 Service Agreements

不適用 Not applicable



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.



買方的雜項付款

Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

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

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

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

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



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.



斜坡維修

Maintenance of Slopes

不適用 Not applicable



批地文件修訂

Modification of Land Grant

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

獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲房屋局常任秘書長辦公室的獨立審查組(下稱「獨立審查組」)批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。

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 Housing prior to the printing of the sales brochure is tabulated below.

		面積(平方米) Area (m ²)
根據《建築物(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 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	3,011.429
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及必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 Mandatory feature and 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 and material recovery chamber, etc.	612.011
2.2	所佔面積不受相關《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及必要機房，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 and essential plant room, area 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.	1,550.194
2.3	非強制性/非必要機房，例如空調機房、風櫃房等 Non-mandatory/non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not Applicable
根據《建築物(規劃)規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of 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》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2		
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	592.086
7	公用空中花園 Communal sky garden	不適用 Not Applicable
8	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable

申請建築物總樓面面積寬免的資料
Information in Application for Concession on Gross Floor Area of Building

		面積(平方米) Area (m²)
根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2		
9	隔聲鰭 Acoustic fin	353.826
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11	非結構性預製外牆 Non-structural prefabricated external wall	406.362
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	管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owner's corporation office	43.011
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	756.198
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	23.097
18	擴大升降機井道 Larger lift shaft	209.986
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	104.617
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、空調機平台、窗檻及伸出的窗台 Minor projection such as air-conditioning box, air-conditioning platform, window cill and projecting window	不適用 Not Applicable
29	《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台 Other projections such as air-conditioning box and platform not covered in paragraph 3(b) and (c) of Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) APP-19	不適用 Not Applicable
其他獲豁免的項目 Other Exempted 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 / 外懸設施下的有蓋地方 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	389.670
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
根據《聯合作業備考》提供的額外環保設施 Additional Green Features under Joint Practice Notes (JPN)		
38	採用“組裝合成”建築法的樓宇 Buildings adopting Modular Integrated Construction	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.

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

有關建築物的環境評估

綠色建築認證

在印刷此售樓說明書或其附頁前，本物業根據香港綠色建築議會有限公司頒授 / 發出的綠建環評認證評級。

暫定評級
金級



暫定
金級
NB V1.2 2020
HKGBC
綠建環評

申請編號: PAG0118/22

Environmental Assessment of the Building

Green Building Certification

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

Provisional
GOLD



PROVISIONAL
GOLD
NB V1.2 2020
HKGBC
BEAM Plus

Application no.: PAG0118/22

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新期資料(見附表)。

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 發光二極管照明燈具 2. 二級光度照明控制系統	1. LED Bulkhead Light Fitting 2. Two-level Lighting Control System

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

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

第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量(註1) Part II：The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1)					
位置 Location	使用有關裝置的 內部樓面 面積(平方米) Internal Floor Area Served (m²)	基線樓宇(註2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
		電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum	電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum
有使用中央屋宇裝備裝置 (註3)的部分 Area Served by Central Building Services Installation (Note 3)	8,707.9	64.2	不適用 Not applicable	39.3	不適用 Not applicable

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：
(a) 「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及
(b) 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 「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》(2018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:
(a) “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and
(b) “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “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 (2018 edition) issued by the Electrical and Mechanical Services Department.

A 交通噪音

冠山苑受道路交通噪音影響。為改善情況，該發展項目將設置下列設施：

減音露台、減音窗及固定窗

部分冠山苑單位設有減音露台、減音窗及/或固定窗(不能開啟)。(有關裝設有減音露台、減音窗及/或固定窗之單位及有關露台或窗戶的位置請參閱第106頁至第107頁的參考圖)。冠山苑的公契有以下關於減音露台、減音窗及固定窗的規定(註)：

- 冠山苑裝設有減音露台、減音窗及/或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減音露台、減音窗及/或固定窗(根據公契規定作保養、維修或更換除外)。
- 房委會須在管理處內提供有關安裝、保養、更換或維修減音露台、減音窗及固定窗的圖則及方法供冠山苑業主於日常辦公室時間內免費查閱。裝設於任何單位內的減音露台、減音窗及固定窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 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噪音。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：有關公契條款只供參考，並以已簽立的公契的全文為準。公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。

A Traffic Noise

Kwun Shan Court is subject to road traffic noise. In order to improve the condition, the following facilities will be provided in the Development:

Acoustic Balconies, Acoustic Windows and Fixed Windows

Acoustic balconies, acoustic windows and/or fixed windows (not openable) are installed in some of the flats in Kwun Shan Court. (Please refer to the reference plans on page 106 to page 107 for flats installed with acoustic balconies, acoustic windows and/or fixed windows and the locations of such balconies or windows). The DMC of Kwun Shan Court contains the following provisions relating to acoustic balconies, acoustic windows and fixed windows (Note):

- Subject to any maintenance, repair or replacement in accordance with the requirements set out in the DMC, no owner of those units in Kwun Shan Court installed with acoustic balconies, acoustic windows and/or fixed windows shall tamper, alter, vary or remove the acoustic balconies, acoustic windows and/or the fixed windows installed in his unit.
- The HA shall provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic balconies, acoustic windows and the fixed windows at the management office for inspection by the owners of Kwun Shan Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic balconies, acoustic windows and the fixed windows installed in any unit shall be made by the owner of relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The owners of such units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. 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 costs.

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

B 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(包括印花稅(如有)及註冊費)。
- (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)購買驥華苑/昭明苑/啟欣苑/冠山苑/安秀苑單位，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」)日期起計五年內：
- 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六至第十五年內：
- 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十五年後：
- 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)的百分比計算。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)。

B 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) and registration fee) 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 Kei Wah Court/Chiu Ming Court/Kai Yan Court/Kwun Shan Court/On Sau 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 five 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 sixth to the fifteenth 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 fifteen 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 percentage 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.

有關資料 Relevant Information

- (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 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定和監管制度。如屬小型工程，須符合《建築物(小型工程)條例》的簡化規定。業主在裝修前可以徵詢建築專業人士的意見，以確保符合《建築物條例》的規定。有關在進行裝修時須注意的事項及冠山苑樓宇設計所預定的核准間隔牆示意圖，業主可參閱冠山苑裝修指引。有關指引會於物業交吉時提供予業主。

D 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

房委會會給予冠山苑為期十年的樓宇結構安全保證。

冠山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。

- (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.

C Points to Note for Fitting Out

When carrying out fitting out works, the requirements of the Buildings Ordinance and its relevant legislations and control system shall be complied with. If the works are minor works, they shall comply with the simplified requirements of the Building (Minor Works) Regulation. Before fitting out works, the Owner may seek advice from a building professional to ensure compliance with the provisions of the Buildings Ordinance. For matters regarding the carrying out of fitting out works and for the indicative approved floor plan with partition wall layout in Kwun Shan Court, please refer to the Guide for Decoration Works for Kwun Shan Court, which will be made available to the Owner on the delivery of vacant possession of the flat.

D 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 Kwun Shan Court is valid for a period of 10 years.

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

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)。

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並履行此保證的義務，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。

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。

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).

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.

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.

Reference Plan for Acoustic Balconies, Acoustic Windows and Fixed Windows of Flats in Kwun Shan Court



圖例 NOTATION

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

網址 WEBSITE
www.housingauthority.gov.hk/hos/2024/KwunShan

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.

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