

出售居者有其屋計劃單位 2025
SALE OF HOME OWNERSHIP SCHEME FLATS

YING FAI COURT

影輝苑

售樓說明書
SALES BROCHURE



你在「出售居者有其屋計劃（下稱「居屋」）單位2025」（下稱「居屋2025」）下購置影輝苑單位之前，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」）作為賣方就出售影輝苑單位所指定的互聯網網站（下稱「指定網站」）（www.housingauthority.gov.hk/hos/2025/YingFai）內的有關資訊，包括售樓說明書、價單及影輝苑單位的成交紀錄冊。
- 影輝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。
- 在指定網站內載有影輝苑單位成交資料的成交紀錄冊，以供查閱。
- 本「一手住宅物業買家須知」只適用於「居屋2025」下購置影輝苑單位的買方。在「特設銷售計劃」下購買影輝苑單位的宏福苑業主，請閱覽「特設銷售計劃」的互聯網網站（www.housingauthority.gov.hk/ssewfc）內的有關資訊。

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、印花稅、由物業管理業監管局訂明所需繳付的徵款（如有）以及罰金（如有）。
- 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，你須付予房委會或影輝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訂買賣協議手續時，可攜同總數為港幣六萬六千元正（HK\$66,000）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），若上述銀行本票或「轉數快」方式繳付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銀行本票或「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訂買賣協議手續時，可攜同總數為港幣十三萬二千元正（HK\$132,000）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），若上述銀行本票或「轉數快」方式繳付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銀行本票或「轉數快」方式繳付全數所需定金。

You are advised to take the following steps before purchasing flats in Ying Fai Court under the "Sale of Home Ownership Scheme (HOS) Flats 2025" ("HOS 2025"):

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 Ying Fai Court (designated website) (www.housingauthority.gov.hk/hos/2025/YingFai), including the sales brochure, price list and the register of transactions of the flats in Ying Fai Court.
- Sales brochure and price list for Ying Fai 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 Ying Fai Court can be found on the register of transactions on the designated website.
- This "Notes to Purchasers of First-hand Residential Properties" applies solely to purchasers of flats in Ying Fai Court under "HOS 2025". For Wang Fuk Court owners who purchase flats in Ying Fai Court under Special Sales Exercise, please study the information on the website of Special Sales Exercise (www.housingauthority.gov.hk/ssewfc).

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees, stamp duties, and the levy payable (if any) and penalty (if any) as prescribed by the Property Management Services Authority.
- 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 Ying Fai 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\$66,000 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 or FPS 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 cashier's order or 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\$132,000 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 or FPS 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 cashier's order or FPS upon signing of the ASP.

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

- 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。
- 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 and 內部尺寸。售樓說明書所提供有關住宅物業外部和內部的尺寸，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，關於相當可能對享有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」；

- 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.
- The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, the highest 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”;

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

- 向居屋銷售小組查詢清楚有哪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哪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1頁的第3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，物業的買賣協議會載有條文，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，撤銷買賣協議受買賣協議的條款限制，包括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)。

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

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

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

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

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

8. Register of transactions

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

9. Agreement for sale and purchase

- 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, the cancellation of the ASP is subject to the provisions of the ASP including you 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.

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

- 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，則不論原因為何及時期長短，房委會有絕對權利要求買方將該物業在免除任何產權負擔之情況下以買賣協議所列明的售價，並在扣除任何經房委會核證為修復該物業的損壞或損毀的合理費用以及解除該物業任何產權負擔及擬備或批准轉讓該物業的開支和費用的款額(該款額經房委會如此決定及核證後即為最終及不可推翻的)後轉讓回房委會。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。

10. 委聘律師

- 你應在參與選購單位前，自行委聘你屬意的律師行，代表你處理買樓交易，以保障你的利益。請注意，房委會所委聘的律師只代表房委會，並不能保障你的權益。如你自行委聘律師行，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。如你沒有自行委聘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。你須明白房委會的職員及房委會的律師並不會就有關買賣協議或與交易有關的任何其他事宜，向你提供任何法律意見。
- 比較不同律師的收費。
(請參閱第84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

- 查閱售樓說明書中有關影輝苑的預計關鍵日期。
 - 「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。
 - 售樓說明書中影輝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。
- 影輝苑的收樓日期：
 - 房委會須於影輝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。

- 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/herself and all the members of his/her family named in the Application Form for the purchase of the property. If, without obtaining 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) and for whatsoever period(s), the HA has the absolute right to require the purchaser to assign the property back to the HA free from encumbrances at the purchase price as set out in the ASP less any amount certified by the HA as being the reasonable cost of making good any damage or deterioration to the property and the costs and expenses for discharging any encumbrance(s) on the property and for preparing and/or approving the assignment of the property (the amount of which so determined and certified by the HA shall be final and conclusive). 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.

10. Appointment of solicitor

- Before attending flat selection, you are urged to appoint a separate firm of solicitors of your choice to act for you in relation to the transaction to protect your interests. 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 you any legal advice 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 84)

For first-hand uncompleted residential properties

11. Estimated material date and handing over date

- Check the estimated material date for Ying Fai 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 Ying Fai 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 Ying Fai Court:
 - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ying Fai 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.

- 委任建築師可批予在預計關鍵日期之後完成影輝苑。
- 房委會有權獲得委任建築師在顧及純粹由以下一個或多於一個原因所導致的延遲後，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

- 有關影輝苑居屋單位的轉讓限制，請參閱第131至132頁。
- 「居屋2025」下出售的影輝苑單位的使用、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。

- Appointed Architect may grant extension(s) of time for completion of Ying Fai Court beyond the estimated material date.
- 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 Ying Fai Court, please refer to page 131 to page 132.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of flats in Ying Fai Court under "HOS 2025" are subject to the terms, covenants, conditions and relevant requirements contained in the Government lease, the ASP and the Deed of Assignment.

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

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

發展項目名稱	Name of the Development
影輝苑	Ying Fai Court
街道名稱及門牌號數	Name of street and street number
影業路16號* *上述街道名稱及門牌號數為臨時，有待該發展項目建成時確認。	16 Ying Yip Road* * The above name of street and street number are provisional and are subject to confirmation when the Development is completed.
樓層總數	Total number of storeys
A座 42層(地庫至地下(停車場)、1樓(住宅大堂)、2樓至39樓及天台；沒有被略去的樓層號數) B座 41層(地下低層至地下(社福設施，商舖及停車場)、1樓(住宅大堂及社福設施)、2樓(社福設施)、3樓至38樓及天台；沒有被略去的樓層號數)	Block A 42 storeys (Basement to G/F (Parking Areas), 1/F (Domestic Lobby), 2/F to 39/F and roof; no omitted floor number) Block B 41 storeys (LG/F to G/F (Welfare Facilities, Shops and Parking Areas), 1/F (Domestic Lobby and Welfare Facilities), 2/F (Welfare Facilities), 3/F to 38/F and roof; no omitted floor number)
樓層號數	Floor numbering
A座 ：地庫、地下、1樓至39樓及天台； B座 ：地下低層、地下、1樓至38樓及天台	Block A : B/F, G/F, 1/F to 39/F and roof; Block B : LG/F, G/F, 1/F to 38/F and roof
被略去的樓層號數	Omitted floor numbers
不適用	Not applicable
庇護層	Refuge floor
A座 ：置於天台； B座 ：置於天台	Block A : Located on roof; Block B : Located on roof
由發展項目的委任建築師提供的該項目的預計關鍵日期	Estimated material date for the Development as provided by the appointed architect for the Development
2028年12月31日 ^(註) 上述預計關鍵日期，是受到買賣協議所允許的任何延期所規限的。為買賣協議的目的，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。	31 December 2028 ^(Notes) The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, the Development is deemed to be completed on the date on which an Occupation Permit for every building in the Development is issued.

註：就影輝苑而言：

- 「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《一手住宅物業銷售條例》第2條。
- 房委會須於影輝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。

Notes: For Ying Fai Court:

- "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 Residential Properties (First-hand Sales) Ordinance.
- The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ying Fai 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).

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(四)	Chief Architect (4), Housing Department
承建商	Building contractor
華營建築有限公司	CR Construction Company Limited
代表賣方的律師事務所	Firm(s) of solicitors acting for the vendor
劉漢銓律師行、杜偉強律師事務所、何耀棣律師事務所	Chu & Lau; W. K. To & Co. Solicitors; Gallant
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

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

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

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

非結構的預製外牆的厚度範圍：

A座：150毫米–270毫米

B座：150毫米–270毫米

Range of thickness of the non-structural prefabricated external walls:

Block A: 150mm – 270mm

Block B: 150mm – 270mm

每個住宅物業的非結構預製外牆的總面積：

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

座數 Block	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.)
A座 Block A	2樓 – 39樓 2/F - 39/F	1, 4, 11, 13, 14, 16	0.716
		2, 3	1.042
		5, 6, 12, 15, 17, 18	0.553
		7, 8, 9, 22	1.242
		10, 19, 20	0.916
		21	1.553
B座 Block B	3樓 – 38樓 3/F - 38/F	1	1.042
		2, 5, 7, 8, 17, 19, 20	0.553
		3, 4, 6, 18, 21, 22	0.716
		9	1.879
		10	2.186
		11	1.590
		12	0.760
		13, 14	1.790
		15	1.242
		16	0.916

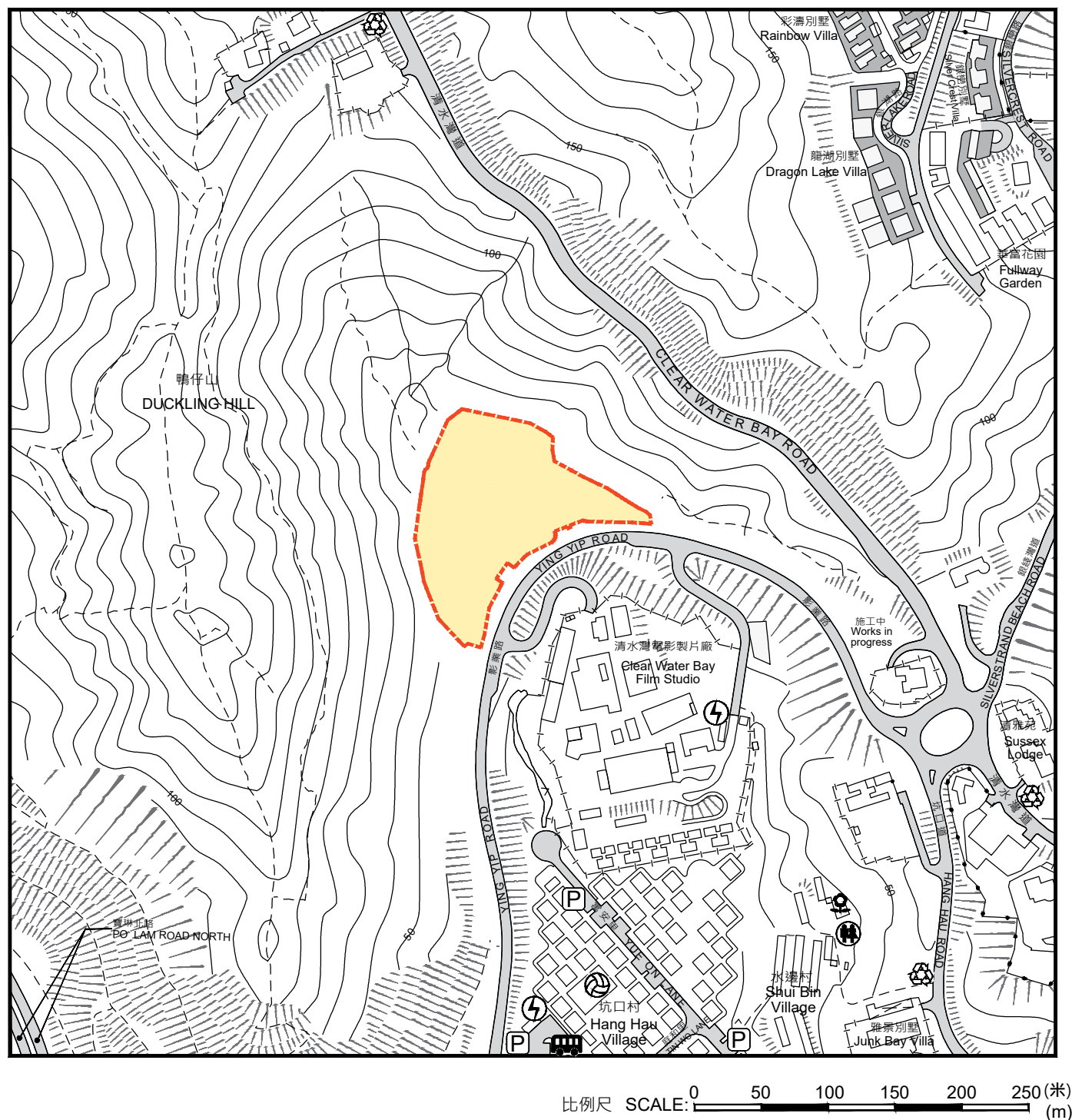
構成圍封牆的一部分的幕牆：

不適用

Curtain walls forming part of the enclosing walls:

Not applicable

根據公契在售樓說明書的印製日期的最新擬稿獲委任的該發展項目的管理人	The Manager of the Development appointed under the latest draft Deed of Mutual Covenant as at the date on which the sales brochure is printed
香港房屋委員會	Hong Kong Housing Authority



影輝苑
Ying Fai Court

圖例 NOTATION

	公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)		公園 A Public Park
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		公廁 A Public Convenience
	垃圾收集站 A Refuse Collection Point		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		

此位置圖是參考地政總署測繪處於2026年7月3日出版之數碼地形圖(編號為T12-NW-C)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。

The Location Plan is prepared with reference to the Digital Topographic Map No. T12-NW-C dated 3 July 2026 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

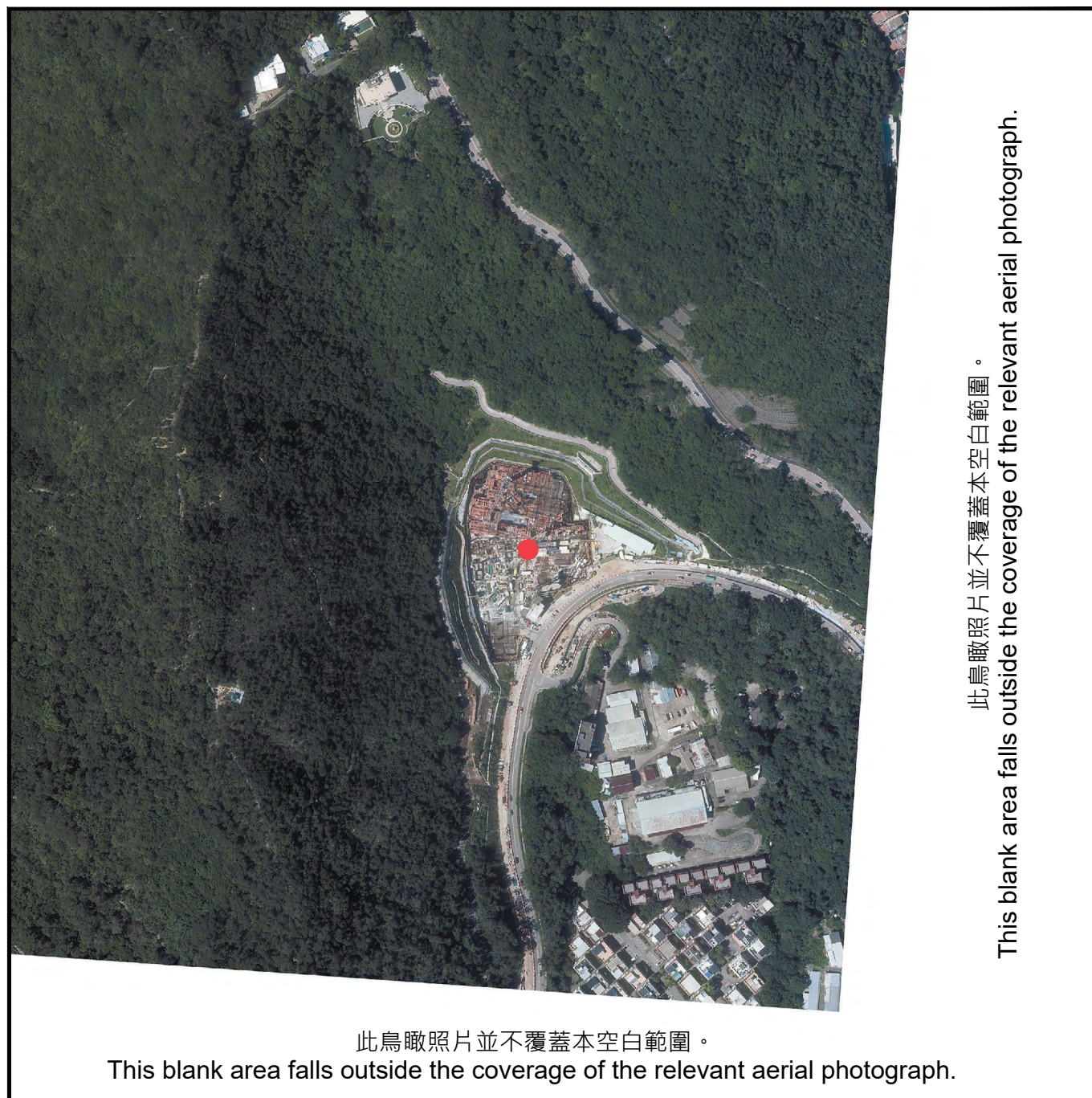
The map is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

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.



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E261677C。

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 6,900 feet, photo no. E261677C, dated 13 September 2025.

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

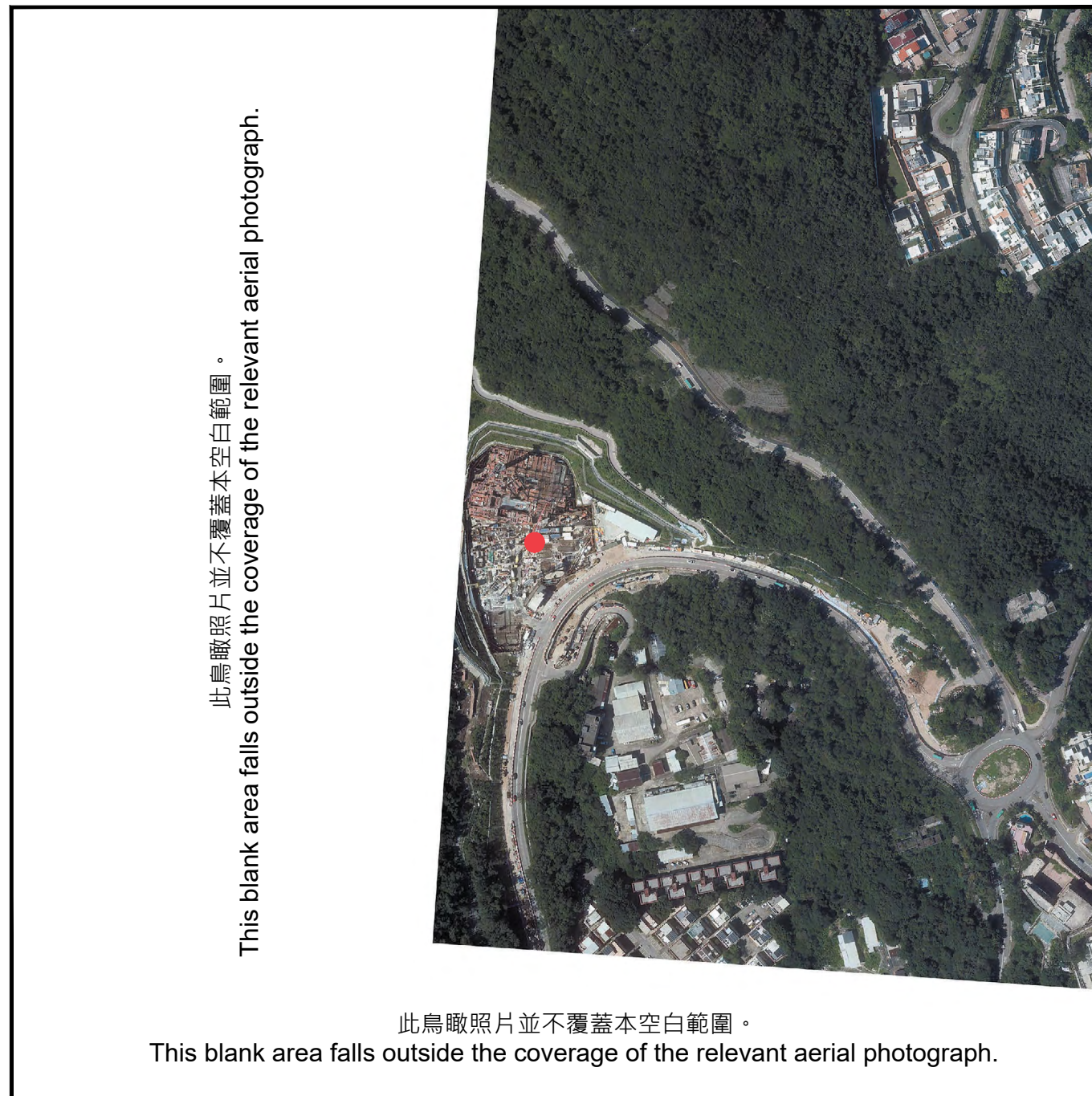
註：

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



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E261679C。
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 6,900 feet, photo no. E261679C, dated 13 September 2025.

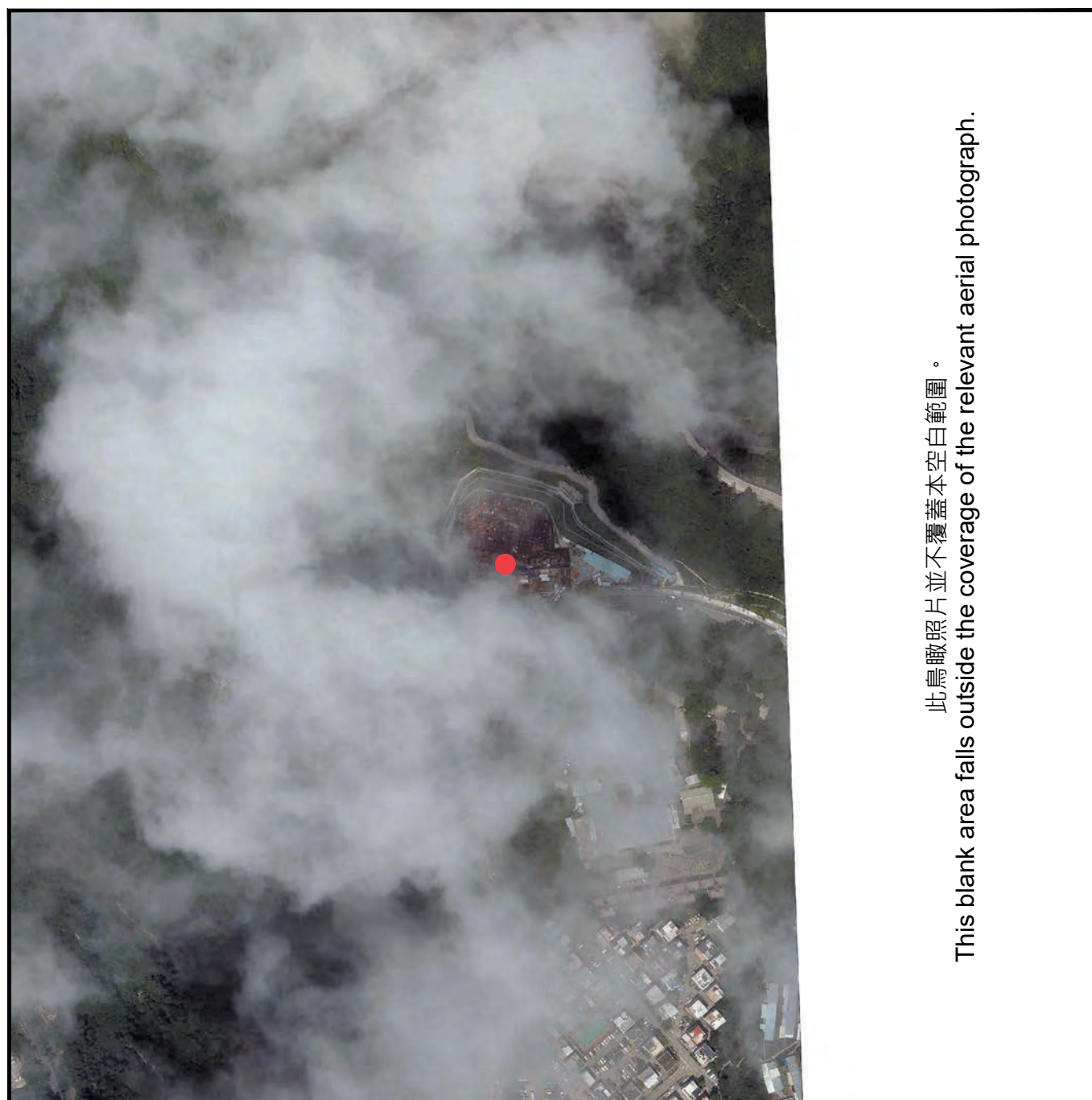
The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

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.



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年9月12日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E259248C。

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 6,900 feet, photo no. E259248C, dated 12 September 2025.

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



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年9月12日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E259247C。
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 6,900 feet, photo no. E259247C, dated 12 September 2025.

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.



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝之鳥瞰照片，照片編號為E248776C。

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 3,000 feet, photo no. E248776C, dated 7 January 2025.

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

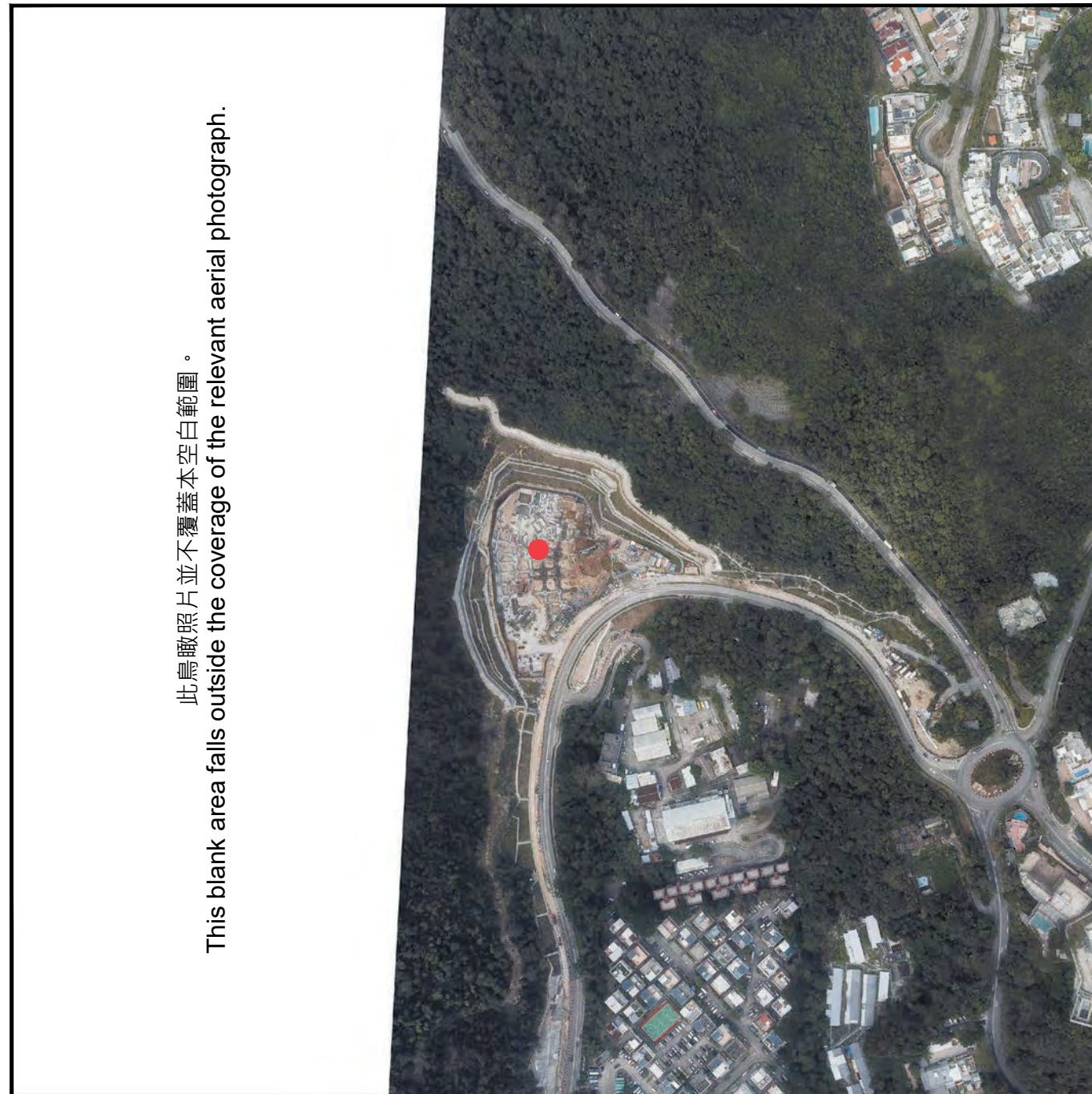
註：

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



影輝苑
Ying Fai Court

摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝之鳥瞰照片，照片編號為E248778C。

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 3,000 feet, photo no. E248778C, dated 7 January 2025.

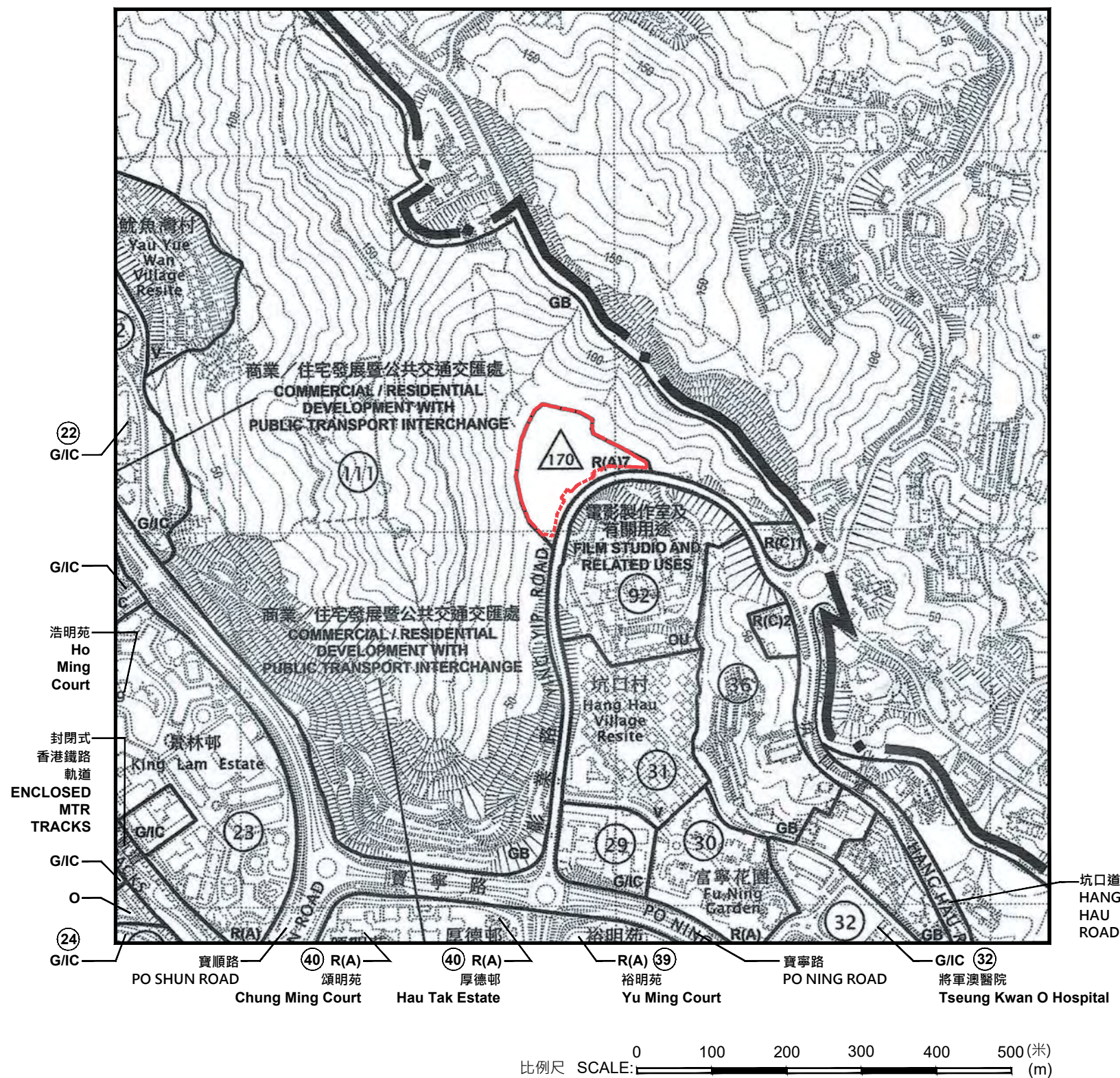
The photograph is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

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.



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Ying Fai Court

圖例 NOTATION

地帶 ZONES					
	綜合發展區	Comprehensive Development Area		鄉村式發展	Village Type Development
	商業 / 住宅	Commercial / Residential		政府、機構或社區	Government, Institution or Community
	住宅 (甲類)	Residential (Group A)		休憩用地	Open Space
	住宅 (乙類)	Residential (Group B)		康樂	Recreation
	住宅 (丙類)	Residential (Group C)		其他指定用途	Other Specified Uses
	住宅 (戊類)	Residential (Group E)		綠化地帶	Green Belt
交通 COMMUNICATIONS					
	鐵路及車站	Railway and Station		主要道路及路口	Major Road and Junction
	鐵路及車站(地下)	Railway and Station (Underground)		高架道路	Elevated Road
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)
	規劃區編號	Planning Area Number		最高建築物高度 (樓層數目)	Maximum Building Height (in number of storeys)
	郊野公園界線	Boundary of Country Park		加油站	Petrol Filling Station
	建築物高度管制區界線	Building Height Control Zone Boundary		潔淨能源站	Green Fuel Station

摘錄自2025年10月17日刊憲之將軍澳分區計劃大綱核准圖，圖則編號為S/TKO/32。

Adopted from part of the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/32 gazetted on 17 October 2025.

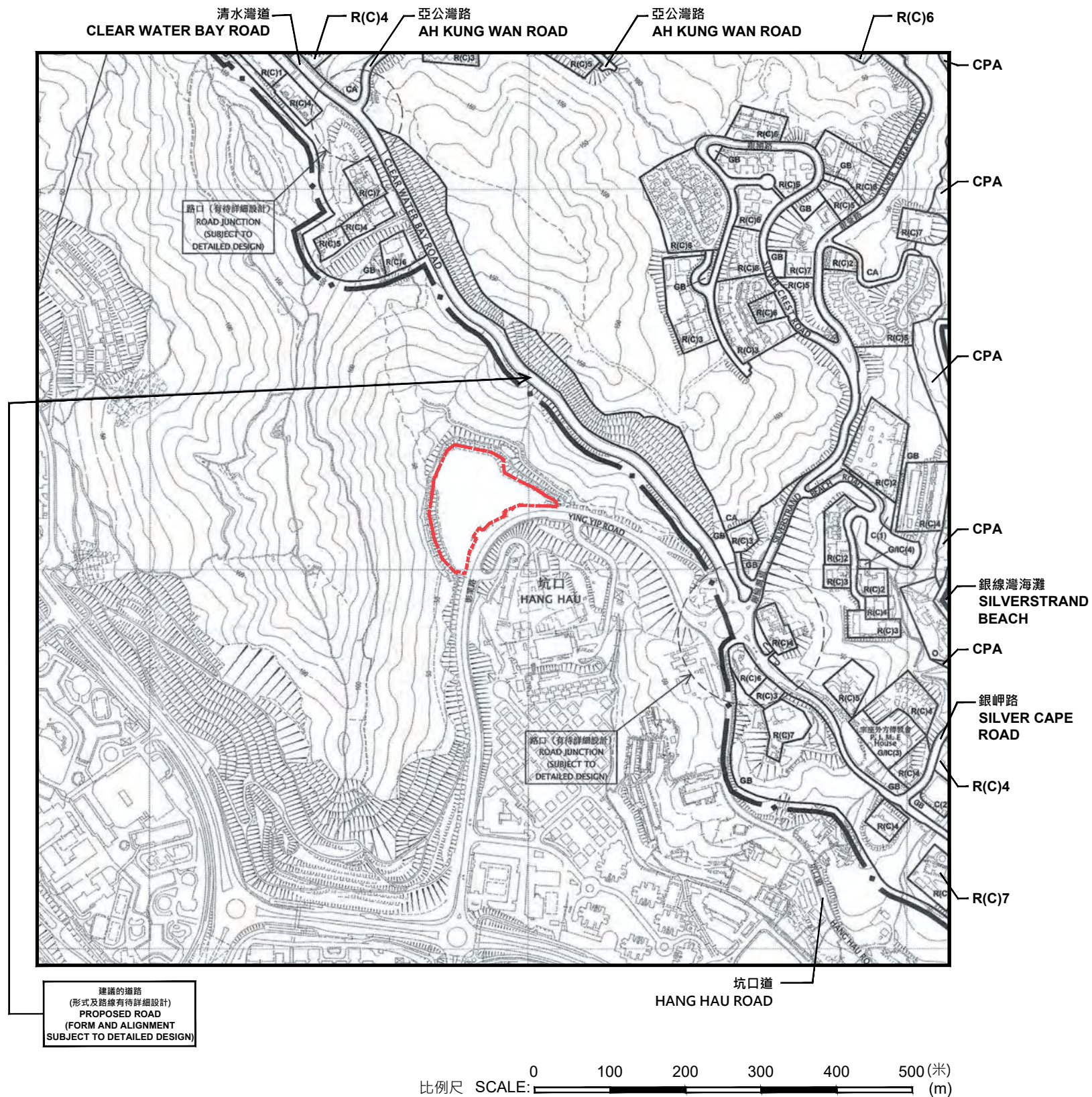
註：

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

Notes:

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

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



 影輝苑
Ying Fai Court

圖例 NOTATION

地帶 ZONES				
	商業	Commercial		休憩用地 Open Space
	綜合發展區	Comprehensive Development Area		其他指定用途 Other Specified Uses
	住宅 (乙類)	Residential (Group B)		綠化地帶 Green Belt
	住宅 (丙類)	Residential (Group C)		自然保育區 Conservation Area
	鄉村式發展	Village Type Development		海岸保護區 Coastal Protection Area
	政府、機構或社區	Government, Institution or Community		郊野公園 Country Park
交通 COMMUNICATIONS				
	主要道路及路口	Major Road and Junction		
其他 MISCELLANEOUS				
	規劃範圍界線	Boundary of Planning Scheme		加油站 Petrol Filling Station

摘錄自2026年4月17日刊憲之清水灣半島北分區計劃大綱核准圖，圖則編號為S/SK-CWBN/8。

Adopted from part of the approved Clear Water Bay Peninsula North Outline Zoning Plan No. S/SK-CWBN/8 gazetted on 17 April 2026.

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:

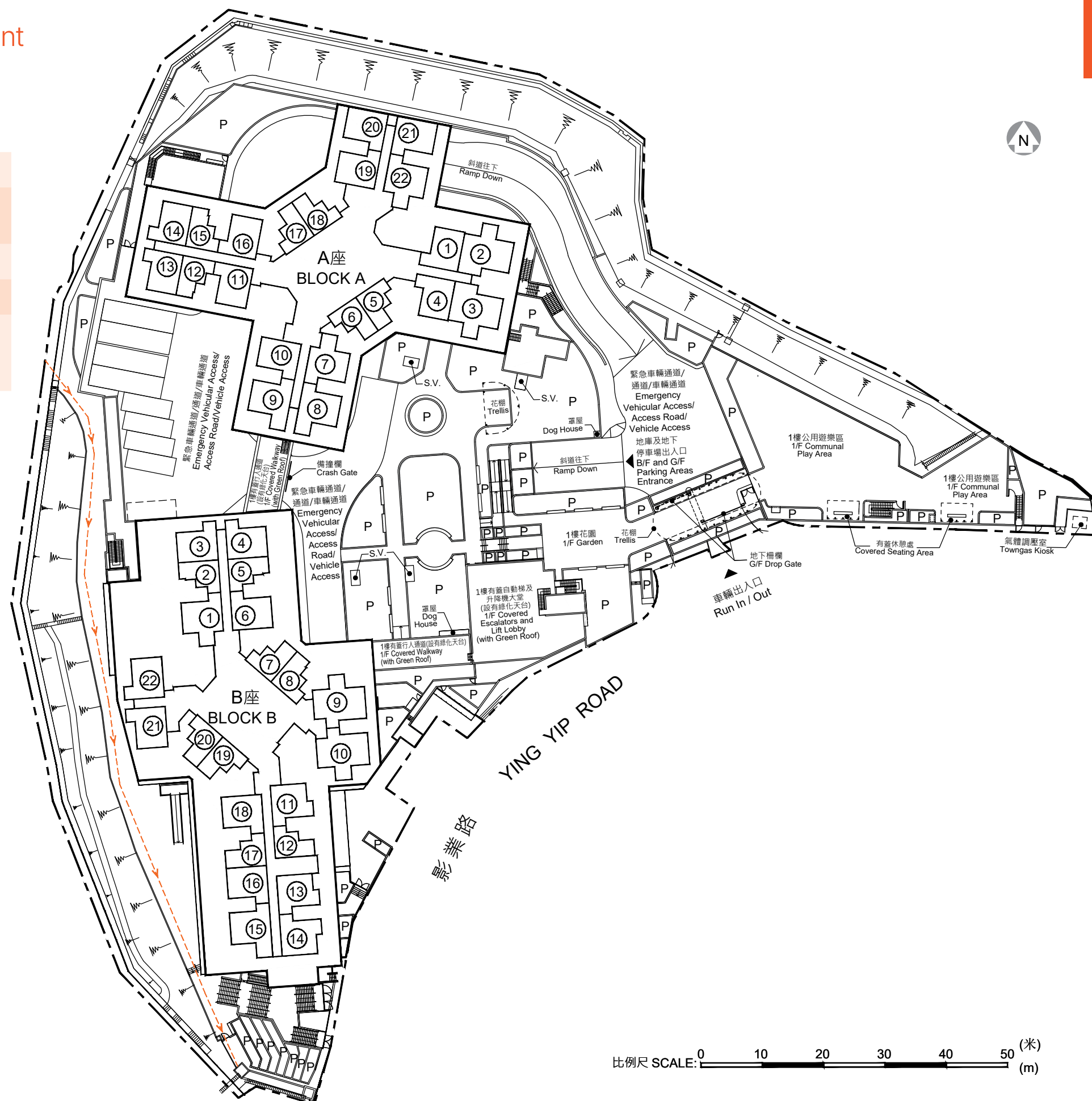
1. The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
2. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason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

圖例 NOTATION

-----	地界	Lot Boundary
①	A座2樓至39樓單位室號 B座3樓至38樓單位室號	Block A Flat Number on 2/F - 39/F Block B Flat Number on 3/F - 38/F
P	花槽	Planter
S.V.	排煙口	Smoke Vent
----->	排放天然山坡及斜坡雨水的地下排水渠 [^]	Underground Drain discharging Storm Water from Natural Terrain and Slopes [^]

[^] 請參閱第129頁的有關資料C項。

[^] Please refer to item C of Relevant Information on page 129.



由發展項目的委任建築師提供的該項目內的建築物或設施的預計落成日期：2029年3月31日

Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development: 31 March 2029

註：

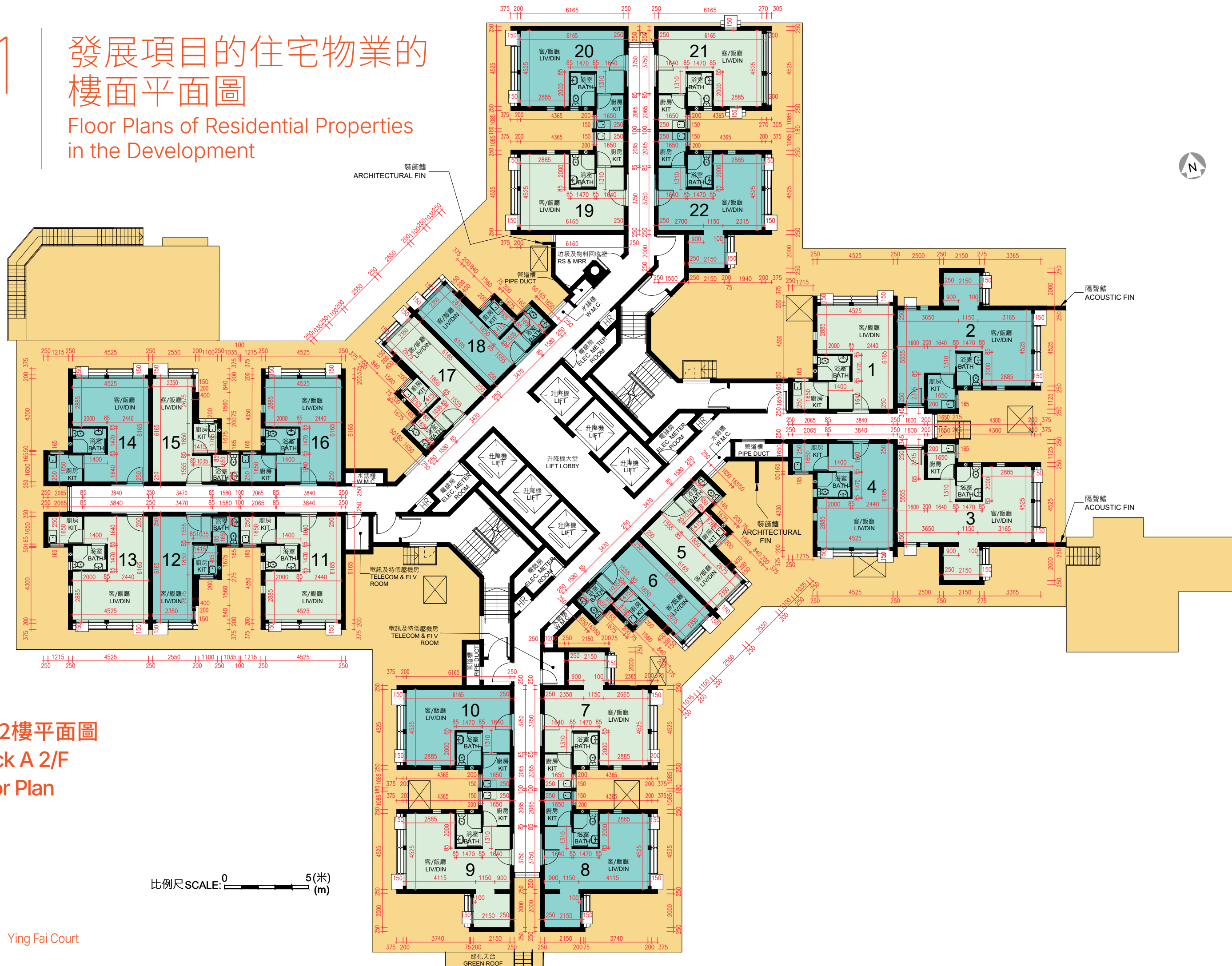
發展項目內的建築物或設施的預計落成日期為有關建築物或設施的佔用許可證的預計發出日期。

Note:

The estimated date of completion of the buildings or facilities within the Development is the estimated date for issue of Occupation Permit for the buildings or facilities concerned.

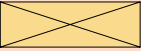
發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development



A座2樓平面圖
Block A 2/F
Floor Plan

圖例 NOTATION

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

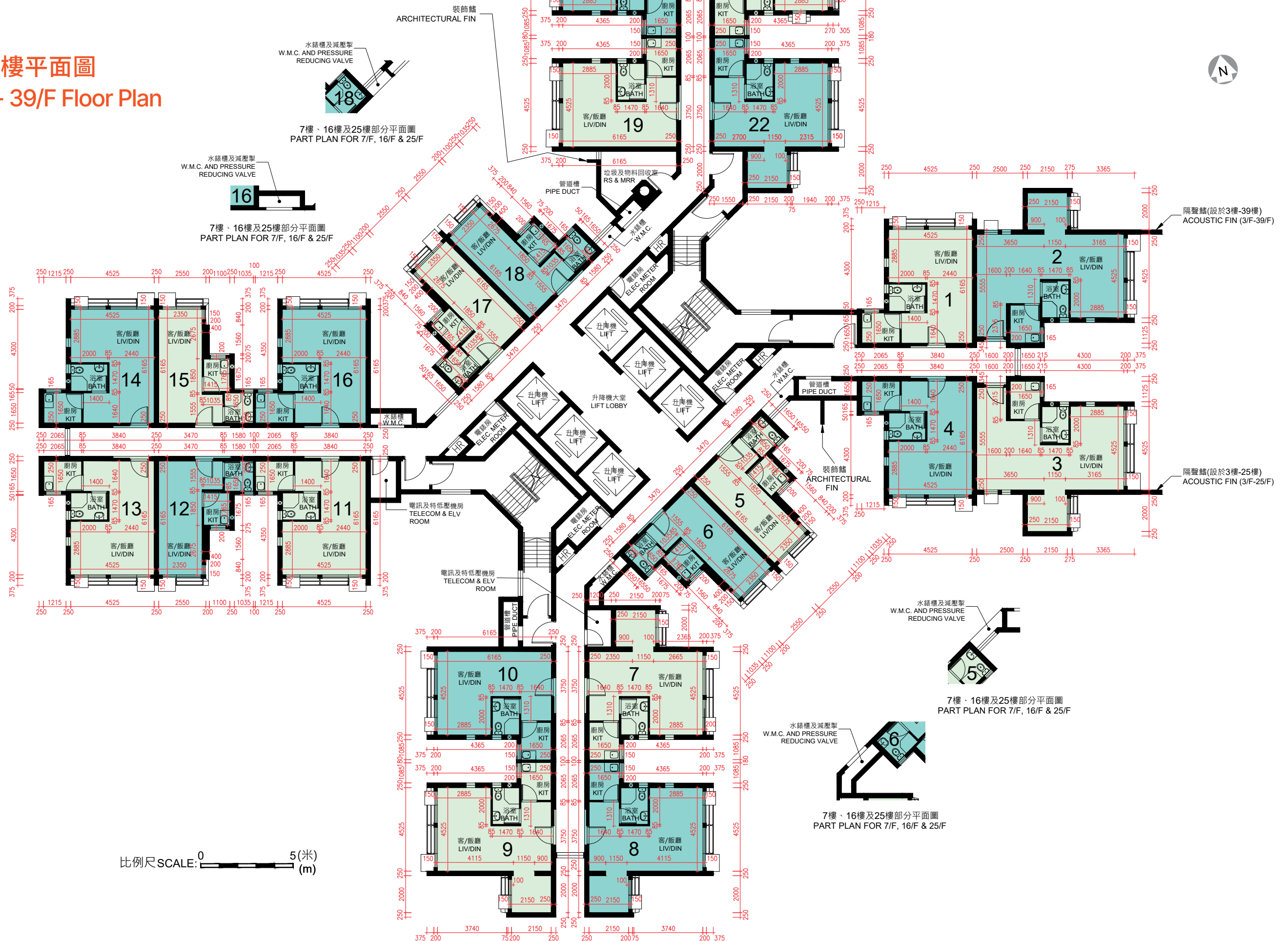
註：平面圖所列之數字為以毫米標示之建築結構尺寸。
Note: The dimensions on the floor plan are all structural dimensions in millimetre.

發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

A座3樓至39樓平面圖

Block A 3/F - 39/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (39樓除外)。39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 (39樓除外)。39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 39/F). The floor-to-floor height of each residential property on 39/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 39/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 39/F is 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。

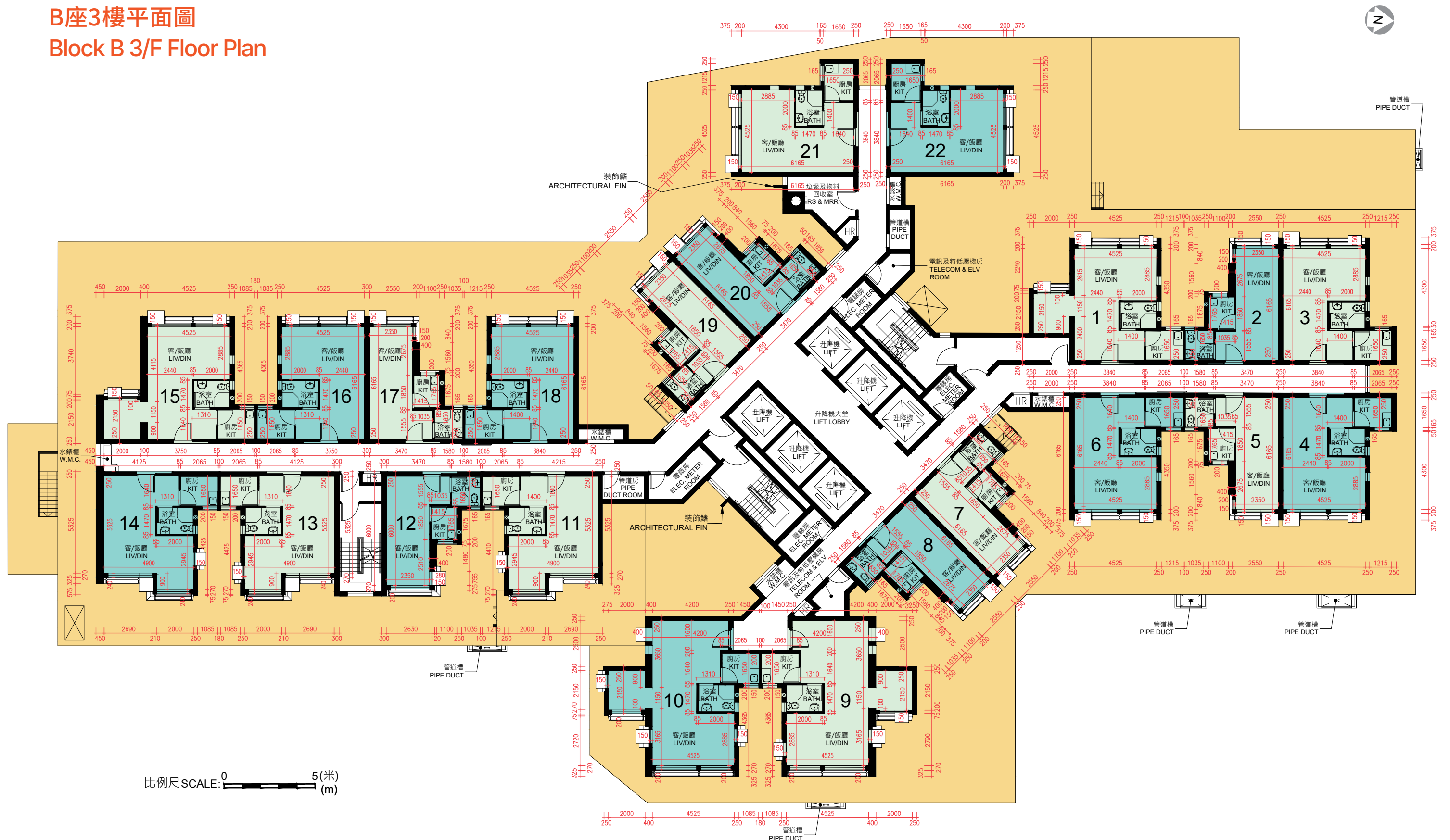
Note: The dimensions on the floor plan are all structural dimensions in millimetre.

發展項目的住宅物業的樓面平面圖

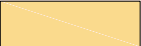
Floor Plans of Residential Properties in the Development

B座3樓平面圖

Block B 3/F Floor Plan



圖例 NOTATION

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

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (38樓除外)。38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 (38樓除外)。38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 38/F). The floor-to-floor height of each residential property on 38/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 38/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 38/F is 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.

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	2樓 - 39樓 2/F - 39/F	1, 4	35.5 (382) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		2, 3	52.0 (560) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		5, 6, 17, 18	26.7 (287) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		7, 8, 9, 22	41.5 (447) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		10, 19, 20, 21	35.7 (384) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		11, 16	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	2樓 - 39樓 2/F - 39/F	12, 15	26.3 (283) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		13, 14	35.4 (381) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。
 The saleable area of each residential property listed above is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。
 Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	3樓 - 38樓 3/F - 38/F	1	41.6 (448) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		2, 5	26.3 (283) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		3, 4	35.4 (381) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		6, 18	35.8 (385) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		7, 8, 19, 20	26.7 (287) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		9	51.0 (549) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	3樓 - 38樓 3/F - 38/F	10	51.1 (550) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		11, 13, 21, 22	36.3 (391) 露台 Balcony: – 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	37.3 (401) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		15	43.0 (463) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		16	35.0 (377) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	-	-	-	-	-	-	-	-	-	-
		17	26.5 (285) 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.

地下及1樓停車位平面圖

Floor Plan of Parking Spaces on
Ground Floor and First Floor

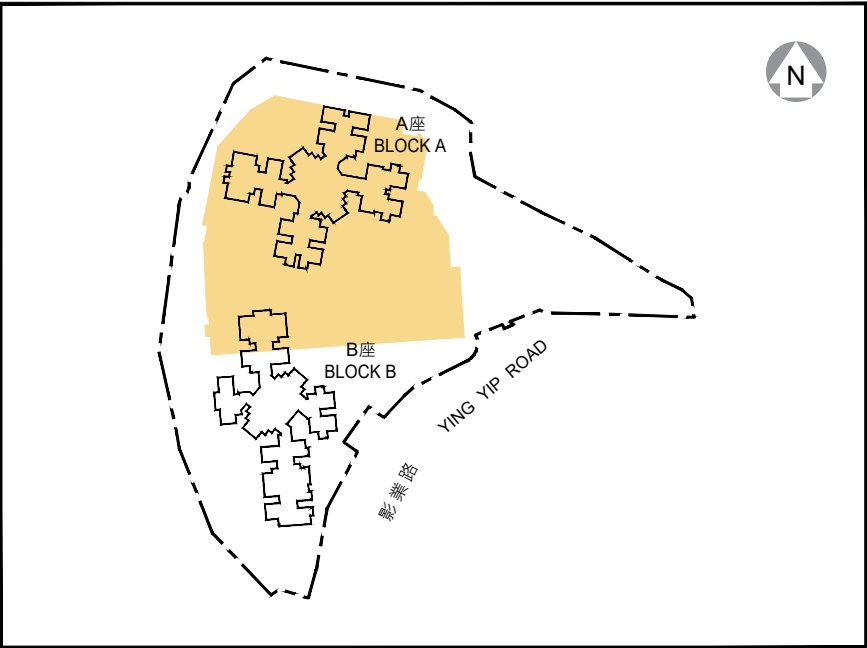
發展項目中的停車位的樓面平面圖

Floor Plans of Parking Spaces in the Development

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	露天上落客貨停車位 Open Loading and Unloading Bays	3	12.0 X 3.5	42.00
	露天上落客貨停車位(供住宅、安老院舍及長者日間護理中心) Open Loading and Unloading Bay(for Residential, Residential Care Home for the Elderly and Day Care Centre for the Elderly)	1	12.0 X 3.5	42.00
	露天私家小巴停車位(長者日間護理中心) Open Private Light Bus Parking Spaces (for Day Care Centre for the Elderly)	3	8.0 X 3.0	24.00
	露天私家小巴停車位(供安老院舍) Open Private Light Bus Parking Space (for Residential Care Home for the Elderly)	1	8.0 X 3.0	24.00
	露天路旁停車處 Open Lay-by	1	8.0 X 3.0	24.00
	地下有蓋垃圾車專用車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicle on Ground Floor	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

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



指示圖 KEY PLAN

比例尺 SCALE: 0 5 10 15 20 25 (米)
(m)

發展項目中的停車位的樓面平面圖

Floor Plans of Parking Spaces in the Development

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	79	5.0 X 2.5	12.50
	有蓋暢通易達汽車停車位 Covered Accessible Car Parking Space	1	5.0 X 3.5	17.50
	有蓋暢通易達汽車停車位(設有不少於12米寬共用上落車位) Covered Accessible Car Parking Spaces (with min. 1.2m wide Common Loading and Unloading Area)	4	5.0 X 2.5	12.50
	有蓋輕型貨車/小型巴士共用停車位 Covered Light Goods Vehicles / Light Buses Shared-use Parking Spaces	7	8.0 X 3.5	28.00
	有蓋上落客貨停車位 Covered Loading and Unloading Bays	2	12.0 X 3.5	42.00

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

地庫停車位平面圖 Floor Plan of Parking Spaces on Basement Floor



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

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	138	5.0 X 2.5	12.50
	有蓋電單車停車位 Covered Motor Cycle Parking Spaces	15	1.0 X 2.4	2.40

不適用 Not applicable

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「該條例」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服務及供公用與共享的地方、系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則以橙色、橙色間黑色交叉、橙色間黑十字線及橙色間黑色交叉和黑十字線顯示(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，包括：

- (a) 「屋苑」的外牆正面及外牆，包括其上的外部裝飾物料、批盪、裝飾鰭及其他特徵(構成「住宅大廈公用地方與設施」之部分的裝飾鰭及其他特徵除外，以及「政府屋宇」、「房委會屋宇」及「住宅大廈公用地方與設施」之部分的外牆(及構成「住宅大廈公用地方與設施」之非結構性預製外牆)和外部裝飾物料除外)；
- (b) 「屋苑」所有牆壁、柱、樑、天花板、屋頂板及所有結構性和承重構件的結構(構成「政府屋宇」、「房委會屋宇」及「住宅大廈公用地方與設施」之部分除外)；
- (c) 「屋苑」的地基；
- (d) 通道/緊急車輛通道/車輛通道及柵欄；
- (e) 技工工場、潔淨服務承辦商辦事處、屋苑管理處、業主立案法團辦事處及毗連洗手間；
- (f) 為「屋苑」整體而非其中任何個別部分提供服務而安裝或使用的天線廣播分導或電訊網絡設施之所有地方；
- (g) 「綠化範圍」(構成「住宅大廈公用地方與設施」之部分除外)；
- (h) 「雜項」；
- (i) 「落客區」；
- (j) 「垃圾車專用停車位」；
- (k) 升降機大堂；
- (l) 「保養及維修通道」(構成「住宅大廈公用地方與設施」之部分除外)；
- (m) 「該土地」內的「斜坡結構」；
- (n) 為「屋苑」整體而非其中任何個別部分提供服務的公用平台、花槽及所有屋宇裝備裝置、設備、設施、機械、固定裝置及配件；及

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 Blocks Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of the DMC or Sub-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 Ordinance.

"Estate Common Areas and Facilities"

"Estate Common Areas and Facilities" shall mean those areas, systems, devices and facilities provided or installed in the Estate and intended to serve and for the common use and benefit of the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured ORANGE, ORANGE CROSS HATCHED BLACK, ORANGE WITH BLACK CROSS and ORANGE CROSS HATCHED BLACK WITH BLACK CROSS (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person including:

- (a) the façade and external walls of the Estate including the external finishes, claddings, architectural fins and features thereon (other than those architectural fins and features forming part of the Residential Blocks Common Areas and Facilities and other than those external walls (and the non-structural prefabricated external walls forming part of the Residential Blocks Common Areas and Facilities) and the external finishes forming part of the Government Accommodation, the HA Accommodation and the Residential Blocks Common Areas and Facilities);
- (b) the structure of all walls, columns, beams, ceilings, roof slabs and all structural and load bearing elements of the Estate (other than those forming part of the Government Accommodation, the HA Accommodation and the Residential Blocks Common Areas and Facilities);
- (c) the foundations of the Estate;
- (d) access roads/emergency vehicular accesses/driveways, drop gates;
- (e) artisans' workshop, cleaning contractor's office, estate management office, owners' corporation office and the adjoining toilets;
- (f) all areas for the installation or use of aerial broadcasting distribution or telecommunications network facilities serving the Estate as a whole and not just any particular part thereof;
- (g) the Greenery Area (other than those forming part of the Residential Blocks Common Areas and Facilities);
- (h) the Items;
- (i) Lay-by;
- (j) Loading and Unloading Space for Refuse Collection Vehicles;
- (k) Lift lobbies;
- (l) Maintenance and Repair Access (other than those forming part of the Residential Blocks Common Areas and Facilities);
- (m) Slope Structures within the said land;
- (n) common flat roofs, planters and all building services installations, plant, equipment, facilities, machinery, fixtures and fittings serving the Estate as a whole and not just any particular part thereof; and

公契的摘要

Summary of Deed of Mutual Covenant

- (o) 「房委會」可隨時按照「公契」及任何「副公契」(如有者)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、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」

「住宅大廈公用地方與設施」指在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體而非其中任何個別部分服務及供公用與共享的的地方、系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則以棕色、棕色間黑十字線、棕色間黑色交叉及棕色間黑色交叉和黑十字線顯示(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，包括：

- (a) 隔音簷、裝飾簷及其他特徵和其表面的批盪(構成「屋苑公用地方與設施」之部分的裝飾簷及其他特徵和批盪除外)；
- (b) 「住宅大廈」所有牆壁、柱、樑、天花板、屋頂板及所有結構性和承重構件的結構(構成「政府屋宇」、「房委會屋宇」及「屋苑公用地方與設施」之部分除外)；
- (c) 為「住宅大廈」整體而非其中任何個別部分提供服務而安裝或使用的天線廣播分導或電訊網絡設施之所有地方；
- (d) 非結構性預製外牆(即現於「公契」所夾附並經「認可人士」核實為準確的圖則以"Ⓟ"標示以資識別)及「住宅大廈」之外部裝飾物料；
- (e) 自動讀錶室(構成「停車場」之部分除外，以及不包括位於該等房間內的核准自動讀錶外站)；
- (f) 「綠化範圍」(構成「屋苑公用地方與設施」之部分除外)；
- (g) 「住宅大廈的上落客貨車位」；
- (h) 「保養及維修通道」(構成「屋苑公用地方與設施」之部分除外)；
- (i) 「住宅大廈」的走廊及升降機大堂，包括加闊的公用走廊及升降機大堂(即現於「公契」所夾附圖則以棕色間黑色交叉顯示以資識別)；
- (j) 保安櫃位及洗手間；
- (k) 乒乓球場、遊樂區、有蓋園景區、有蓋休憩區及平台花園；
- (l) 為「住宅大廈」整體而非其中任何個別部分提供服務的所有系統、設備、設施、機械、固定裝置及配件；及
- (m) 「房委會」可隨時按照「公契」及任何「副公契」(如有者)之條款指定為「住宅大廈公用地方與設施」的公用平台、附加地方、系統、裝置與設施(在「訪客停車位」根據「公契」的規定被指定為額外的「住宅大廈公用地方與設施」之後，亦包括「訪客停車位」)，但不包括「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」任何部分內由個別「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」任何部分內只為個別「業主」提供服務的設施。

- (o) 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 and any Sub-Deed (if any) but shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

“Residential Blocks Common Areas and Facilities”

“Residential Blocks Common Areas and Facilities” shall mean those areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve and for the common use and benefit of the Residential Blocks as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured BROWN, BROWN WITH BLACK CROSS, BROWN CROSS HATCHED BLACK and BROWN CROSS HATCHED BLACK WITH BLACK CROSS (insofar as such areas, systems, devices and facilities are identifiable) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person including:

- (a) the acoustic fins, architectural fins and features, claddings thereon (other than those architectural fins and features, claddings forming part of the Estate Common Areas and Facilities);
- (b) the structure of all walls, columns, beams, ceilings, roof slabs and all structural and load bearing elements of the Residential Blocks (other than those forming part of the Government Accommodation, the HA Accommodation and the Estate Common Areas and Facilities);
- (c) all areas for the installation or use of aerial broadcasting distribution or telecommunications network facilities serving the Residential Blocks as a whole and not just any particular part thereof;
- (d) non-structural prefabricated external walls (which, for the purpose of identification, are marked “Ⓟ” on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person) and the external finishes of the Residential Blocks;
- (e) automatic meter reading rooms (other than those forming part of the Parking Areas and excluding the Approved AMR Outstation(s) located within such rooms);
- (f) Greenery Area (other than those forming part of the Estate Common Areas and Facilities);
- (g) Loading and Unloading Spaces for the Residential Blocks;
- (h) Maintenance and Repair Access (other than those forming part of the Estate Common Areas and Facilities);
- (i) the corridors and lift lobbies in the Residential Blocks including the wider common corridors and lift lobbies (which, for the purpose of identification, are shown coloured BROWN CROSS HATCHED BLACK on the plans annexed to the DMC);
- (j) security counters and toilets;
- (k) table tennis court, communal play areas, covered landscape areas, covered seating areas and podium garden;
- (l) all systems, equipment, facilities, machinery, fixtures, fittings serving the Residential Blocks as a whole and not just any particular part thereof; and
- (m) common flat roofs, such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by HA (including the Visitors' Car Parking Spaces after the designation of the Visitors' Car Parking Spaces as additional Residential Blocks Common Areas and Facilities in accordance with the provisions of the DMC) in accordance with the DMC and any Sub-Deed (if any) but 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 any part of the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within any part of the Residential Blocks serving only any particular Owner.

B. 分配予發展項目中每個住宅物業的不分割份數數目

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
A座 Block A	2樓 - 39樓 2/F – 39/F	1, 4, 10, 11, 16, 19, 20, 21	59 / 110,972
		2, 3	86 / 110,972
		5, 6, 17, 18	44 / 110,972
		7, 8, 9, 22	68 / 110,972
		12, 15	43 / 110,972
		13, 14	58 / 110,972
B座 Block B	3樓 - 38樓 3/F – 38/F	1	69 / 110,972
		2, 5	43 / 110,972
		3, 4, 16	58 / 110,972
		6, 18	59 / 110,972
		7, 8, 17, 19, 20	44 / 110,972
		9, 10	84 / 110,972
		11, 13, 21, 22	60 / 110,972
		12	45 / 110,972
		14	62 / 110,972
		15	71 / 110,972

公契的摘要

Summary of Deed of Mutual Covenant

C. 發展項目的管理人的委任年期

除《建築物管理條例》(第344章) 另有規定,「房委會」會負責「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)。

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「管理開支」,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) 分配予發展項目中每個住宅物業的「管理份數」數目:

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), 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.

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 as being the due proportion of the Management Expenses, 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:

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A座 Block A	2樓 - 39樓 2/F – 39/F	1, 4, 10, 11, 16, 19, 20, 21	59 / 110,962
		2, 3	86 / 110,962
		5, 6, 17, 18	44 / 110,962
		7, 8, 9, 22	68 / 110,962
		12, 15	43 / 110,962
		13, 14	58 / 110,962
B座 Block B	3樓 - 38樓 3/F – 38/F	1	69 / 110,962
		2, 5	43 / 110,962
		3, 4, 16	58 / 110,962
		6, 18	59 / 110,962
		7, 8, 17, 19, 20	44 / 110,962
		9, 10	84 / 110,962
		11, 13, 21, 22	60 / 110,962
		12	45 / 110,962
		14	62 / 110,962
		15	71 / 110,962

E. 計算管理費按金的基準

每個「單位」的「業主」均須向「經理人」繳付一筆管理費按金，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 amount of management fee deposit is a sum not exceeding 3 times the monthly management fee payable by the Owner in respect of each Unit as determined by the Manager based on the first year's budgeted management expenses made in accordance with the provisions of the DMC.

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

Not applicable.

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

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

位於將軍澳市地段第136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日期為2026年2月26日(下稱「該租契」)。

1. 發展項目位於將軍澳市地段第136號(下稱「該地段」)。

2. 「該地段」的批租年期為50年，由2026年2月26日起計(下稱「批租年期」)。

3. 「該租契」條款第3.3條訂明：

「承租人」須不時及在其後的所有時間，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、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。該份數及部分將由「署長」指定及決定(其決定為最終決定及對「承租人」具約束力)及由「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」上的建築物或其任何部分作非工業(不包括酒店、倉庫及加油站)用途以外的任何其他用途。特此說明，已建或擬建於「該地段」上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。

6. 「該租契」條款第3.14(c)及(d)條訂明：

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾，

(c) 受限於「該租契」條款第3.14條(a)款的規定下，「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供並維持：

(i) 作非工業(不包括私人住宅、酒店、倉庫及加油站)用途的屋宇，總樓面面積不多於4,235平方米及不少於1,500平方米。為免生疑問，根據「該租契」條款第3.14條(c)(ii)款所提供的空間不計入「該租契」條款第3.14條(c)(i)款所指的上述屋宇總樓面面積；及

(ii) 「該租契」條款第3.20條所指的政府、機構或社區設施，總樓面面積不少於3,120平方米；

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

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 Tseung Kwan O Town Lot No. 136 is dated the 26th day of February 2026 (hereinafter referred to as "the Lease").

1. The Development is situated on Tseung Kwan O Town Lot No. 136 ("the Lot").

2. The Lot is granted for a term of 50 years commencing from the 26th day of February 2026 ("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 non-industrial (excluding hotel, godown and petrol filling station) purposes 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. Clause No. 3.14 (c) and (d) of the Lease stipulates that:

Upon development and redevelopment of the Lot and subject to the terms and covenants contained in the Lease,

(c) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:

(i) accommodations for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes having a gross floor area of not more than 4,235 square metres and not less than 1,500 square metres. For the avoidance of doubt, spaces provided in accordance with sub-clause (c)(ii) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area of such accommodations stipulated in sub-clause (c)(i) of Clause No. 3.14 of the Lease; and

(ii) government, institution and community facilities referred to in Clause No. 3.20 of the Lease having a total gross floor area of not less than 3,120 square metres;

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

- (i) 總樓面面積不超過35平方米供「業主委員會」或「業主立案法團」使用的辦事處；及
- (ii) 總樓面面積不超過330平方米供屋苑管理用途使用的辦事處、技工工場或服務室；

為免生疑問，受限於「該租契」條款第5.4(d)條的規定，根據「該租契」條款第3.14條(d)款所提供的空間不計入「該租契」條款第3.14條(a)款所指的總樓面面積。

7. 「該租契」條款第3.14(h)條訂明：

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾，

- (h) (i) 「承租人」須自費向房屋局常任秘書長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」上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栽種的活生植物)之部分(下稱「綠化範圍」)、「綠化範圍」之布局與大小及房屋局常任秘書長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」將由房屋局常任秘書長決定，其決定為最終決定並對「承租人」具約束力。上述獲房屋局常任秘書長批准的建議書下稱「獲批准綠化建議書」。就「該租契」所包含的條款及契諾而言，「建築工程」應根據《建築物條例》及其下的規例及任何修訂法例之定義；
- (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，及其後以各方面均令房屋局常任秘書長滿意的方式維持「綠化範圍」。未經房屋局常任秘書長事先書面批准，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；以及
- (iii) 除非事先獲得房屋局常任秘書長書面批准，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3.21(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3.15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3.16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」或毗鄰範圍的樹木。「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3.17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。

- (i) office for use by Owners' Committee or Owners' Corporation having a total gross floor area of not exceeding 35 square metres; and
- (ii) offices, workshops or service rooms for estate management purposes having a total gross floor area of not exceeding 330 square metres;

for the avoidance of doubt, subject to Clause No. 5.4(d) of the Lease, space provided in accordance with sub-clause (d) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease.

7. Clause No. 3.14(h) of the Lease stipulates that:

Upon development and redevelopment of the Lot and subject to the terms and covenants contained in the Lease,

- (h) (i) the Lessee shall at its own expense submit to the Permanent Secretary for 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 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 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 Housing is hereinafter referred to as "the Approved Greenery Submission". For the purposes of the terms and covenants contained in 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 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 Housing; and
- (iii) except with the prior written approval of the Permanent Secretary for Housing, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.21(a)(v) of the 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. 3.15 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. 3.16 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. 3.17 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.

批地文件的摘要

Summary of Land Grant

11[#].「該租契」條款第3.19條訂明:

- (a) 除於「該租契」條款第3.19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」毋須事先向「承租人」繳付「補價」而可就轉讓予他的「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」毋須事先向「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3.19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限於「承租人」以其全權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3.19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」。
- (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3.19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」以其全權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3.19條(d)款向「承租人」繳付「補價」後,「該租契」條款第3.19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。

11[#]. Clause No. 3.19 of the Lease stipulates that:

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.19 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. 3.19 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.19 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.
- (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. 3.19 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. 3.19 of the Lease, Clause No. 3.19 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.

- (g) 就「該租契」條款第3.19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」指在最後一份由「承租人」向該「住宅單位」的任何「業主」轉讓該「住宅單位」的轉讓契據中指明的該「住宅單位」的市值；
 - (v) 「業主」指獲「承租人」根據「該租契」條款第3.18(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3.19條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
 - (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期10年的期間；
 - (vii) 「補價」指由房屋署署長釐定的款額(其釐定為最終決定及對「住宅單位」的「業主」具約束力)，該款額須根據以下公式計算－

$$\text{「補價」} = \text{「現行市值」} \times \frac{(\text{「最初市值」} - \text{「買價」})}{\text{「最初市值」}}$$

就計算「補價」而言，「現行市值」指在「業主」繳付「補價」時由房屋署署長評估的「住宅單位」的市值；

- (viii) 「買價」指在最後一份由「承租人」向該「住宅單位」的任何「業主」轉讓該「住宅單位」的轉讓契據中指明的該「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3.19條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.19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房屋局局長不時施加的條款及條件(如有)限制。

請參閱第131頁有關轉讓限制的詳情。

12. 「該租契」條款第3.20(a)及(i)條訂明：

- (a) 除「該租契」條款第3.20條(b)款及(c)款另有規定外，「承租人」須自費及以在各方面均令社會福利署署長滿意及良好的工作方式，在「該地段」興建、建造、提供及保養政府、機構或社區設施，包括：
- (i) 一間長者日間護理中心(下稱「長者日間護理中心」)，總樓面面積不少於500平方米；
 - (ii) 一間長者鄰舍中心，總樓面面積不少於420平方米；
 - (iii) 一間按《安老院條例》及其下的規例及任何修訂或取代法例定義的安老院(下稱「安老院舍」)，總樓面面積不少於2,200平方米；
 - (iv) 三個供停泊根據《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」)獲發牌並專門服務「長者日間護理中心」的私家小巴停車位，除非另行獲得運輸署署長(下稱「運輸署署長」)的書面同意，此等停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；

- (g) For the purposes of Clause No. 3.19 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 last assignment from the Lessee to any owner of that residential flat;
 - (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. 3.18(a) of the Lease; and for the purpose of Clause No. 3.19 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
 - (vi) "Period" means a period of 10 years after the date of the First Assignment;
 - (vii) "Premium" means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula –

$$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential flat assessed by the Director of Housing as at the time when the owner pays the Premium;

- (viii) "Purchase Price" means the price of the residential flat as specified in the last assignment from the Lessee to any owner of that residential flat; 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. 3.19 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. 3.19 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 Housing.

Please refer to page 131 for details of the alienation restrictions.

12. Clause No. 3.20 (a) and (i) of the Lease stipulates that:

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.20 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director of Social Welfare erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
- (i) one day care centre for the elderly (hereinafter referred to as "DE") having a total gross floor area of not less than 500 square metres;
 - (ii) one neighbourhood elderly centre having a total gross floor area of not less than 420 square metres;
 - (iii) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation for the elderly (hereinafter referred to as "RCHE") having a total gross floor area of not less than 2,200 square metres;
 - (iv) three spaces for the parking of private light buses licenced under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving exclusively the DE and such spaces shall, unless the Commissioner for Transport (hereinafter referred to as "C for T") otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;

- (v) 一個供停泊根據「道路交通條例」獲發牌並專門服務「安老院舍」的私家小巴停車位，除非另行獲得「運輸署署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；
(上述屋宇(包括根據「該租契」條款第3.20條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同社會福利署署長以其絕對酌情權決定的任何其他專屬於該屋宇的地方、設施、服務和裝置(其決定為最終決定並對「承租人」具約束力)，下統稱「政府屋宇」)。就「該租契」所載的條款及契諾而言，「私家小巴」應根據「道路交通條例」之定義。
- (i) (i) 受限於「財政司司長法團」根據「該租契」條款第3.21(a)(ix)(i)條所指的任何分擔，「承租人」須在整個「批租年期」內自費，並以各方面均令社會福利署署長滿意的方式保養下列項目(下稱「雜項」):
 - (i) 非獨立式的「政府屋宇」之外部飾面，及所有「政府屋宇」的、以內、周圍、內部、上方及以下的牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他結構性元素；
 - (ii) 供「政府屋宇」及「該地段」內發展項目其餘部分使用的所有升降機、自動扶梯和樓梯；
 - (iii) 構成供「政府屋宇」及「該地段」內發展項目其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；
 - (iv) 「政府屋宇」正下方並緊接地庫的所有結構性樓板連同其中及其下的排水系統；及
 - (v) 供「政府屋宇」及「該地段」發展項目其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」而引起或作為其後果的一切責任、損害賠償、開支、索償、費用、收費、要求、法律行動及訴訟，對政府及「財政司司長法團」作出彌償，並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.20條(i)款而言，「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.20條(i)款而言，若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識，社會福利署署長就有關「政府屋宇」是否屬獨立式的決定為最終決定，並對「承租人」及「財政司司長法團」具約束力。

13. 「該租契」條款第3.23條訂明：

- (a) 除根據「該租契」條款第3.20(a)(iv)條及第3.20(a)(v)條的要求所提供的停車位外，「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：
 - (i) 204個供停泊根據「道路交通條例」獲發牌的汽車(電單車除外)的停車位(根據「該租契」條款第3.23條(a)(i)款(按「該租契」條款第3.23條(e)款可予更改)提供的停車位須被指定為「住宅停車位」)，除根據「該租契」條款第3.23條(a)(vi)款預留及指定的停車位外，每個停車位的尺寸須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

- (v) one space for the parking of private light buses licenced under the Road Traffic Ordinance and serving exclusively the RCHE and such space shall, unless the C for T otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.20 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director of Social Welfare may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation"). For the purposes of the terms and covenants contained in the Lease, "private light buses" shall be as defined in the Road Traffic Ordinance.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.21(a)(ix)(i) of the Lease and in all respects to the satisfaction of the Director of Social Welfare maintain the following items (hereinafter referred to as "the Items"):
 - (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot;
 - (iv) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.20 of the Lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.20 of the Lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director of Social Welfare as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

13. Clause No. 3.23 of the Lease stipulates that:

- (a) In addition to the spaces required to be provided in accordance with Clauses No. 3.20(a)(iv) and 3.20(a)(v) of the Lease, the Lessee shall provide and maintain within the Lot in all respects to the satisfaction of the C for T:
 - (i) 204 spaces for the parking of motor vehicles (excluding motor cycles) licensed under the Road Traffic Ordinance (the spaces to be provided under sub-clause (a)(i) of Clause No. 3.23 of the Lease (as may be varied under sub-clause (e) of Clause No. 3.23 of the Lease) shall be designated as "the Residential Parking Spaces") and except for those spaces reserved and designated in accordance with sub-clause (a)(vi) of Clause No. 3.23 of the Lease, each space shall have a dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

- (ii) 8個供停泊根據「道路交通條例」獲發牌的汽車(電單車除外)的停車位(根據「該租契」條款第3.23條(a)(ii)款(按「該租契」條款第3.23條(e)款可予更改)提供的停車位須被指定為「非工業停車位」), 除根據「該租契」條款第3.23條(a)(vi)款預留及指定的停車位外, 每個停車位的尺寸須為2.5米寬及5.0米長而樓底高度最少須為2.4米;
 - (iii) 15個供停泊根據「道路交通條例」獲發牌的電單車的停車位(根據「該租契」條款第3.23條(a)(iii)款(按「該租契」條款第3.23條(e)款可予更改)提供的停車位須被指定為「電單車停車位」), 每個停車位的尺寸須為1.0米寬及2.4米長而樓底高度最少須為2.4米;
 - (iv) 除根據「該租契」條款第3.23條(a)(i)款所提供的停車位外, 額外10個供停泊根據「道路交通條例」獲發牌的汽車(電單車除外)的停車位(根據「該租契」條款第3.23條(a)(iv)款(按「該租契」條款第3.23條(e)款可予更改)提供的停車位須被指定為「訪客停車位」), 除根據「該租契」條款第3.23條(a)(vi)款預留及指定的停車位外, 每個停車位的尺寸須為2.5米寬及5.0米長而樓底高度最少須為2.4米;
 - (v) 7個供根據「道路交通條例」獲發牌的輕型貨車及小型巴士共用停泊的停車位, 每個停車位的尺寸須為3.5米寬及8.0米長而樓底高度最少須為3.6米。就「該租契」所包含的條款及契諾而言, 「輕型貨車」及「小型巴士」應根據「道路交通條例」分別之定義;
 - (vi) 根據「該租契」條款第3.23條(a)(i)款、(a)(ii)款及(a)(iv)款提供的停車位中, 建築事務監督或房屋局常任秘書長要求或批准的若干數目停車位須預留及指定供傷殘人士停泊汽車。每個預留及指定之停車位的尺寸須根據建築事務監督或房屋局常任秘書長要求或批准。就「該租契」所包含的條款及契諾而言, 「傷殘人士」應根據「道路交通條例」之定義。
- (b) 根據「該租契」條款第3.23條(a)(i)款至(a)(vi)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」內以各方面均令「運輸署署長」滿意的方式提供及維持:
- (i) 6個供根據「道路交通條例」獲發牌的汽車在與「該地段」已建或擬建建築物有關的情況下作上落客貨用途的停車位。每個上述停車位的尺寸須為3.5米寬及12.0米長而樓底高度最少須為4.7米, 且不得用作上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。所提供的汽車上落客貨停車位中, 4個供已建或擬建於「該地段」上以私人住宅用途的建築物的住客使用, 2個供已建或擬建於「該地段」上以非工業(不包括私人住宅、酒店、倉庫及加油站)用途的建築物的佔用人使用。
 - (ii) 根據「該租契」條款第3.23條(c)(i)款為已建或擬建於「該地段」上以私人住宅用途的建築物的住客提供的停車位中, 1個供「該租契」條款第3.20(a)(i)條所指的「長者日間護理中心」及「該租契」條款第3.20(a)(iii)條所指的「安老院舍」共用停泊私家小巴、救護車及其他根據「道路交通條例」獲發牌的汽車。
- (ii) 8 spaces for the parking of motor vehicles (excluding motor cycles) licensed under the Road Traffic Ordinance (the spaces to be provided under sub-clause (a)(ii) of Clause No. 3.23 of the Lease (as may be varied under sub-clause (e) of Clause No. 3.23 of the Lease) shall be designated as “the Non-industrial Parking Spaces”) and except for those spaces reserved and designated in accordance with sub-clause (a)(vi) of Clause No. 3.23 of the Lease, each space shall have a dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
 - (iii) 15 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance (the spaces to be provided under sub-clause (a)(iii) of Clause No. 3.23 of the Lease (as may be varied under sub-clause (e) of Clause No. 3.23 of the Lease) shall be designated as “the Motor Cycle Parking Spaces”) and each space shall have a dimension of 1.0 metres in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
 - (iv) in addition to the spaces required to be provided under sub-clause (a)(i) of Clause No. 3.23 of the Lease, 10 spaces for the parking of motor vehicles (excluding motor cycles) licensed under the Road Traffic Ordinance (the spaces to be provided under sub-clause (a)(iv) of Clause No. 3.23 of the Lease (as may be varied under sub-clause (e) of Clause No. 3.23 of the Lease) shall be designated as “the Visitors’ Parking Spaces”) and except for those spaces reserved and designated in accordance with sub-clause (a)(vi) of Clause No. 3.23 of the Lease, each space shall have a dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
 - (v) 7 spaces for the shared-use of the parking of light goods vehicles and light buses licensed under the Road Traffic Ordinance and each space shall have a dimension of 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres. For the purposes of the terms and covenants contained in the Lease, “light goods vehicles” and “light buses” shall be as respectively defined in the Road Traffic Ordinance;
 - (vi) out of the spaces to be provided under sub-clauses (a)(i), (a)(ii) and (a)(iv) of Clause No. 3.23 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 Housing may require or approve. The dimensions of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require or approve. For the purposes of the terms and covenants contained in the Lease, “disabled persons” shall be as defined in the Road Traffic Ordinance.
- (b) The spaces provided in accordance with sub-clauses (a)(i) to (a)(vi) of Clause No. 3.23 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 in all respects to the satisfaction of the C for T:
- (i) 6 spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance in connection with the building or buildings erected or to be erected on the Lot. Each of the spaces so provided shall have a dimension of 3.5 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than the said purposes 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. Of the spaces so provided for the loading and unloading of motor vehicles, 4 spaces shall be for the use of the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and 2 spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes.
 - (ii) out of the spaces so provided for the use of the residents of the building or buildings erected or to be erected on the Lot for private residential purposes under sub-clause (c)(i) of Clause No. 3.23 of the Lease, 1 space shall be for the shared-use of the parking of private light buses, ambulances and other motor vehicles licensed under the Road Traffic Ordinance of the DE as referred to in Clause No. 3.20(a)(i) of the Lease and the RCHE as referred to in Clause No. 3.20(a)(iii) of the Lease.

- (iii) 儘管「該租契」條款第3.23條(c)(i)款及(c)(ii)款有所規定，根據「該租契」條款第3.23條(c)(i)款及(c)(ii)款提供的上落客貨停車位，可在晚上七時至翌日早上八時或「運輸署署長」以書面批准的其他時段內，以各方面均令「運輸署署長」滿意的方式用作停泊根據「道路交通條例」獲發牌的中型貨車、重型貨車或巴士。
- (iv) 1個供汽車(包括的士)接送乘客往來「該地段」的落客區。除非另行獲得「運輸署署長」的書面同意，該落客區的最少尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米，且不得用作與已建或擬建於「該地段」上的建築物有關的供汽車(包括的士)接送乘客以外的任何其他用途。就「該租契」所包含的條款及契諾而言，「的士」應根據「道路交通條例」之定義。
- (d) 「該地段」內須提供1個以令「運輸署署長」滿意的垃圾收集車作裝卸用途的停車位。該停車位的尺寸須為5米寬及12米長而樓底高度最少須為4.5米。
- (e) 儘管「該租契」條款第3.23條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款、(a)(v)款及(c)款有所規定，「承租人」可將上述各款所規定的停車位數目及尺寸增加或減少至「運輸署署長」以書面批准的其他數目及尺寸。
- (f) 就計算「該租契」條款第3.14(a)條、第3.14(b)條及第3.14(c)條所指的各總樓面面積而言，根據「該租契」條款第3.20(a)(iv)條及第3.20(a)(v)條及「該租契」條款第3.23條(a)款及(c)款(按「該租契」條款第3.23條(e)款可予分別更改)及「該租契」條款第3.23條(d)條在「該地段」內提供的停車位，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、流轉通道的地方及機房)，均不應該納入計算。

14. 「該租契」條款第3.24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，並在其標示在「該地段」上任何建築物、構築物或樓面空間內提供及安裝的設施、裝置及設備(下稱「設施、裝置及設備」)的位置及尺寸，該圖則或各圖則須載有「運輸署署長」以其獨有及絕對酌情權所要求或訂明的資料(下統稱「停車場資訊系統範圍」)，以便在「該地段」內提供或擬提供不少於10個根據「該租契」條款第3.23(a)(iv)條(按「該租契」條款第3.23(e)條可予更改)提供的停車位時，提交有關該等停車位的資料(包括但不限於空置停車位的數目及類別，下稱「停車場資訊」)，該資料須根據「該租契」條款第3.24條(b)款的規定提交。在「該地段」展開任何建築工程(地盤平整工程除外)之前，須先獲得上述批准。就「該租契」包含的條款及契諾而言，「地盤平整工程」應根據《建築物條例》及其下的規例及任何修訂法例之定義；
 - (ii) 於房屋署總建築師就「該地段」已建或擬建的建築物發出完工證明書當日或之前，或「署長」批准的其他日期，「承租人」須自費根據「該租契」條款第3.24條(a)(i)款批准的圖則，以各方面均令「運輸署署長」滿意的方式完成「停車場資訊系統範圍」的工程，並自費提供及安裝「設施、裝置及設備」，及其後在整個「批租年期」期間自費妥善維持「停車場資訊系統範圍」及「設施、裝置及設備」，以各方面均令「運輸署署長」滿意，以履行「承租人」根據「該租契」條款第3.24條(b)款的責任；及

- (iii) notwithstanding sub-clauses (c)(i) and (c)(ii) of Clause No. 3.23 of the Lease, the loading and unloading spaces provided in accordance with sub-clauses (c)(i) and (c)(ii) of Clause No. 3.23 of the Lease may be used for the parking of medium goods vehicles or heavy goods vehicles or buses licensed under the Road Traffic Ordinance in all respects to the satisfaction of the C for T between seven o'clock at night and eight o'clock in the morning of the following day or for such other hours as may be approved in writing by the C for T.
- (iv) 1 lay-by for the picking up and setting down of passengers from motor vehicles (including taxis) for the Lot. The lay-by so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres and such lay-by shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the Lot. For the purposes of the terms and covenants in the Lease, "taxi" shall be as defined in the Road Traffic Ordinance.
- (d) 1 space shall be provided within the Lot to the satisfaction of the C for T for the loading and unloading of refuse collection vehicles. Such space shall have a dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres.
- (e) Notwithstanding sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v) and (c) of Clause No. 3.23 of the Lease, the Lessee may increase or reduce the respective numbers and dimensions of spaces required to be provided under the said sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T.
- (f) For the purpose of calculating the respective total gross floor areas stipulated in Clauses No. 3.14(a), 3.14(b) and 3.14(c) of the Lease, there shall not be taken into account the spaces provided within the Lot in accordance with Clauses 3.20(a)(iv) and 3.20(a)(v) of the Lease and sub-clauses (a) and (c) of Clause No. 3.23 of the Lease (as may be respectively varied under sub-clause (e) of Clause No. 3.23 of the Lease) and Clause No. 3.23(d) 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. 3.24 of the Lease stipulates that:

- (a) The Lessee shall:
 - (i) at his 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 in accordance with Clause No. 3.23(a)(iv) of the Lease (as may be varied under Clause No. 3.23(e) of the Lease) in the event that not less than 10 such spaces are provided or to be provided within the Lot; 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. 3.24 of the Lease. No building works (other than site formation works) shall be commenced on the Lot until such approval shall have been obtained and for the purposes of the terms and covenants contained in the Lease, "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (ii) on or before the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot or such other date as may be approved by the Director, 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. 3.24 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. 3.24 of the Lease and in all respects to the satisfaction of the C for T; and

- (iii) 在整個「批租年期」的合理時間內，允許「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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、機械、機器或汽車，免費並不受限制自由隨時進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察、檢查及監督「承租人」根據「該租契」條款第3.24條(a)(ii)款進行的任何工程。
- (b) 「承租人」須由「運輸署署長」決定及書面指定的日期起（「運輸署署長」的決定為最終決定並對「承租人」具約束力），並其後在整個「批租年期」期間，自費以各方面均令「運輸署署長」滿意的方式，按「運輸署署長」不時以書面要求或訂明的格式、時間及間隔（「運輸署署長」的決定為最終決定並對「承租人」具約束力），向「運輸署署長」提交或促使他人提交「停車場資訊」。
- (c) 「承租人」現：
- (i) 同意「運輸署署長」、政府、其人員、承辦商、代理、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「停車場資訊」，並同意「運輸署署長」以其獨有及絕對酌情權認為恰當之媒介及格式披露及傳布「停車場資訊」（不論按原樣或經處理後）予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、研究或其他用途；及
- (ii) 接受及確認「運輸署署長」、政府、其人員、承辦商、代理、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處理、使用或複印「停車場資訊」，或以任何格式及媒介披露及傳布「停車場資訊」（不論按原樣或經處理後）予任何政府部門或第三方，如「該租契」條款第3.24條(c)(i)款所述。
- (d) 政府毋須就任何遵從或未能遵從「承租人」在「該租契」條款第3.24條(a)款及(b)款下之責任；「停車場資訊」中的任何遺漏或錯誤；「承租人」在根據「該租契」條款第3.24條(b)款提交「停車場資訊」方面的任何遺漏、錯誤、疏忽或違責；「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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3.24條(a)(iii)款及(c)款所賦予的酌情權與權利；或任何政府部門或第三方根據「該租契」條款第3.24條(c)款就「停車場資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，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) 「承租人」須就任何遵從或未能遵從「承租人」在「該租契」條款第3.24條(a)款及(b)款下之責任；「停車場資訊」中的任何遺漏或錯誤；「承租人」在根據「該租契」條款第3.24條(b)款提交「停車場資訊」方面的任何遺漏、錯誤、疏忽或違責；「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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3.24條(a)(iii)款所賦予的酌情權與權利，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。
- (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 authorized 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. 3.24 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 authorized 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 authorized 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. 3.24 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. 3.24 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. 3.24 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of Clause No. 3.24 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. 3.24 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. 3.24 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. 3.24 of the Lease; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (a)(iii) of Clause No. 3.24 of the Lease.

15. 「該租契」條款第3.25條訂明：

- (a) 「承租人」須在「批租年期」期間的所有時間內允許「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士，不論是否備有工具、設備、機械、機器或汽車，免費並不受限制自由隨時進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察、檢查及確定「承租人」沒有違反或未有履行「該租契」條款第3.20(a)(iv)條及第3.20(a)(v)條及第3.23條。
- (b) 政府毋須因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士行使「該租契」條款第3.25條(a)款所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)承擔任何責任，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須就因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士行使「該租契」條款第3.25條(a)款所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生的一切責任、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。

16. 「該租契」條款第3.26條訂明：

- (a) 「承租人」須自費向「署長」存放及向「運輸署署長」提交一份或多份經「運輸署署長」批准的圖則，並在其標示根據「該租契」條款第3.23(a)條、第3.23(c)條(按「該租契」條款第3.23(e)條可分別予以更改)、第3.20(a)(iv)條、第3.20(a)(v)條及第3.23(d)條將在「該地段」提供的所有停車位、上落客貨停車位及落客區(下稱「停車場布局圖」)，或由認可人士(按《建築物條例》及其下的規例及任何修訂法例之定義)核證的上述圖則的副本。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」上標示的停車位、上落客貨停車位及落客區不得用作「該租契」條款第3.20(a)(iv)條、第3.20(a)(v)條、第3.23(a)條、第3.23(c)條及第3.23(d)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」維持所有停車位、上落客貨停車位及落客區及其他地方，包括但不限於「停車場布局圖」上標示為升降機、樓梯平台、流轉通道的地方。
- (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3.20(a)(iv)條、第3.20(a)(v)條、第3.23(a)條、第3.23(c)條及第3.23(d)條所述供汽車停泊、供汽車上落客貨或接送乘客之用途。
- (d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.26條(a)款存放及提交「停車場布局圖」之前，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」上的建築物或其任何部分之交易(根據「該租契」條款第3.20(d)條轉讓「政府屋宇」除外)。

15. Clause No. 3.25 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 authorized 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. 3.20(a)(iv) and 3.20(a)(v) and 3.23 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 authorized by any of them of the rights conferred under sub-clause (a) of Clause No. 3.25 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 authorized by any of them of the rights conferred under sub-clause (a) of Clause No. 3.25 of the Lease.

16. Clause No. 3.26 of the Lease stipulates that:

- (a) The Lessee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the Lot in accordance with Clauses No. 3.23(a), 3.23(c) (as may be respectively varied under Clause No. 3.23(e) of the Lease), 3.20(a)(iv), 3.20(a)(v) and 3.23(d) of the Lease, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (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 and lay-by 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. 3.20(a)(iv), 3.20(a)(v), 3.23(a), 3.23(c) and 3.23(d) of the Lease. The Lessee shall maintain all parking, loading and unloading spaces and lay-by, 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 the 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, and picking up and setting down of passengers from motor vehicles set out respectively in Clauses No. 3.20(a)(iv), 3.20(a)(v), 3.23(a), 3.23(c) and 3.23(d) of the Lease.
- (d) Except with the prior written consent of the Director, no transaction (save for the assignment of the Government Accommodation in accordance with Clause No. 3.20(d) of the Lease) 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 and submission of the Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.26 of the Lease.

(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(包括但不限於電子途徑或經電子平台)披露及傳布「停車場布局圖」予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、研究或其他用途，不論用以回覆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3.26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3.26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3.26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3.26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3.26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3.26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。
- (i) 對於履行或未能履行任何「承租人」在「該租契」條款第3.26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、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3.29條訂明:

- (a) 「承租人」現確認「該地段」可能受山泥傾瀉及山石滾落的危害所影響，包括由「該地段」以外的天然山坡所造成的危害。

(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 authorized 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 their 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 authorized 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. 3.26 of the Lease.
- (f) For the purpose of sub-clause (e) of Clause No. 3.26 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 authorized 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. 3.26 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. 3.26 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 authorized by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.26 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. 3.26 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.
- (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. 3.26 of the Lease; any omission or mistake in the Car Park Layout Plans.

17. Clause No. 3.29 of the Lease stipulates that:

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.

批地文件的摘要

Summary of Land Grant

- (b) 在房屋署總建築師就「該地段」已建或擬建的建築物發出完工證明書之前，「承租人」須自費按「署長」以其絕對酌情權批准或要求的方式，完成「署長」感到滿意的所有緩解及鞏固工程及相關工程(包括為日後保養已完成的緩解及鞏固工程而提供通道的工程)，在「該地段」以外政府土地上(以下統稱「界外工程」)，以保護「該地段」上已建或擬建的建築物及其住客或佔用人以及其真正賓客、訪客及受邀人免受山泥傾瀉及山石滾落的危害。「承租人」現確認，截至「該租契」的日期，其已完成「界外工程」。
- (c) 「承租人」須在整個「批租年期」期間自費以各方面均令「署長」滿意的方式妥善維持「界外工程」，以確保「界外工程」繼續履行其設計功能。保養工程包括但不限於清理「界外工程」上或「該租契」條款第3.29條(d)款所指「天然山坡危害緩解和鞏固工程圖則」所示的政府土地上堆積的山泥或滾落的山石。除政府可能針對「承租人」未能履行保養「界外工程」義務行使的任何權利或追索外，「署長」有權以書面通知要求「承租人」在「署長」以其絕對酌情權認為合適的期限內進行上述保養工程。如「承租人」疏忽或未能在指定期限內遵從上述通知並使「署長」滿意，「署長」可立即執行及進行上述必要的保養工程，而「承租人」須按要求向政府償還相關費用，以及任何行政費及專業費用和開支。
- (d) 「承租人」須自費在土地註冊處就「該地段」登記一份由「署長」批准的圖則，標示「界外工程」的位置、性質及範圍，以及「承租人」可能需要或被要求進行保養工程的政府土地的位置及範圍，包括「承租人」可能需要或被「署長」要求根據「該租契」條款第3.29條(c)款清理山泥或滾落山石的政府土地範圍(該圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。未經「署長」事先書面同意，不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。在完成上述登記之前，除「署長」可能批准者外，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」上的建築物或其任何部分之交易。
- (e) 就「界外工程」而進行的所有保養工程，須在各方面符合《建築物條例》、其下的任何規例、任何修訂法例及任何其他相關政府法例。
- (f) 在獲得「署長」的事先書面同意及「署長」以其獨有酌情權施加的條款及條件的情況下，「承租人」及其承辦商、工人或任何其他獲其授權的人士，可不論是否備有工具或設備，進入「該地段」毗鄰的政府土地，以進行、視察及保養「界外工程」。
- (g) 如因進行、視察及保養「界外工程」而對任何政府土地或「該地段」以外的任何土地造成損壞，「承租人」須在「署長」指定的限期內自費按「署長」在各方面感到滿意的方式修復該等損壞。
- (h) 「承租人」須在所有時間允許「署長」、其人員、承辦商、其或其工人及任何其他獲其授權的人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察「承租人」根據「該租契」條款第3.29條須進行的任何工程及根據「該租契」條款第3.29條(c)款或「署長」認為必要的任何其他工程。
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilization works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilization works, as the Director in his absolute discretion shall approve or require on Government land outside the Lot (hereinafter collectively referred to as "the Outside Works") to protect buildings erected or to be erected on the Lot and residents or occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Outside Works.
- (c) The Lessee shall at all times during the Lease Term maintain at its own expense the Outside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Outside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Outside Works or onto the areas of the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (d) of Clause No. 3.29 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Outside Works and the location and extent of the areas of the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.29 of the Lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilization Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.
- (e) All maintenance works to the Outside Works as herein provided shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Outside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Outside Works as herein provided, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.29 of the Lease and carrying out any works in accordance with sub-clause (c) of Clause No. 3.29 of the Lease or any other works which the Director may consider necessary.

- (i) 政府或「署長」均毋須為因「署長」行使「該租契」條款第3.29條(h)款所賦予的進入權及進行任何工程而不論直接或間接所引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權就任何該等損失、損害、滋擾或干擾向政府或「署長」或其獲授權人員提出任何索償或要求任何賠償。
- (j) 「承租人」須就因「承租人」根據「該租契」條款第3.29條進行或已進行的任何工程，或「承租人」在進行任何上述工程或「界外工程」設計工作方面的任何遺漏、疏忽或違責，包括但不限於對財產造成的任何損壞或損失、人命傷亡及人身傷害，而引起或附帶引起的一切法律行動、訴訟、責任、索償、費用及要求(不論任何性質)，對政府作出彌償，並使政府持續得到彌償。

18. 「該租契」條款第3.30條訂明：

- (a) 「承租人」確認，於「該租契」日期當日，在圖則上以粉紅色加黑點標示之範圍之內、上方、內部或下方，已存在或將由政府興建行人天橋設施(下稱「行人天橋設施」)。
- (b) 「承租人」不得拆卸、移除或對任何「行人天橋設施」作出任何更改，亦不得作出或准許作出任何可能損壞擬於圖則上標示並註明為「擬建行人天橋」之大約位置興建的行人天橋(下稱「政府行人天橋」)或「行人天橋設施」，或可能影響「政府行人天橋」及「行人天橋設施」之運作或使用的行為。就何種情況構成損壞「政府行人天橋」或「行人天橋設施」，或可能影響其運作或使用，「署長」之決定為最終決定並對「承租人」具約束力。
- (c) 政府、「署長」及其正式授權之人員、承辦商、獲許可人、其或其工人及任何其他獲「署長」授權之人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進出、往返及再經過「該地段」或其任何部分，以進行視察、建造、保養、維修、翻新、移除、拆卸及更換「行人天橋設施」或其任何部分。
- (d) 政府、「署長」及其正式授權之人員、承辦商、獲許可人、其或其工人及任何其他獲「署長」授權之人士不會就因政府或其授權人士行使「該租契」條款第3.30(c)款所賦予之自由進出通行權所直接或間接引起或對「承租人」或任何其他人士造成或使其蒙受的，或與之相關或附帶的，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、滋擾或干擾向政府提出索償。「承租人」須就因「行人天橋設施」之存在或受損，及「承租人」履行或未有履行「該租契」條款第3.30(b)款下之責任，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、「署長」及其正式授權之人員、承辦商、獲許可人、其或其工人及任何其他獲「署長」授權之人士作出彌償，並使其持續得到彌償。

19. 「該租契」條款第4.1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)而對任何毗鄰或毗連土地或「該地段」造成的任何損壞或土壤和地下水污染的一切法律行動、訴訟、責任、要求、收費、費用、損失(不論涉及金錢或其他方面)及索償(不論任何及如何引致)，「承租人」須對政府作出彌償，並使政府持續得到彌償。

- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of Clause No. 3.29 of the Lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.29 of the Lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Outside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

18. Clause No. 3.30 of the Lease stipulates that:

- (a) The Lessee acknowledges that as at the date of the Lease, there are footbridge facilities existing or will be erected by the Government on, over, within or below the area shown coloured pink stippled black on the Plan (hereinafter referred to as the "Footbridge Facilities").
- (b) The Lessee shall not demolish, remove or make any alteration to any of the Footbridge Facilities and shall not do or permit anything to be done which may damage the footbridge which is to be located at the approximate location shown and marked "Prop. Footbridge" on the Plan (hereinafter referred to as "the Government Footbridge") or the Footbridge Facilities or which may affect the operation or use of the Government Footbridge and the Footbridge Facilities. The decision of the Director as to what constitutes damage the Government Footbridge or the Footbridge Facilities or which may affect the operation or use of the Government footbridge or the Footbridge Facilities shall be final and binding on the Lessee.
- (c) The Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purposes of inspecting, constructing, maintaining, repairing, renewing, removing, demolishing and replacing the Footbridge Facilities or any part or parts thereof.
- (d) The Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director shall have no liability and no claim whatsoever shall be made against the Government by the Lessee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether directly or indirectly arising out of or incidental to the exercise by the Government or its authorized persons of the right of unrestricted ingress, egress and regress conferred under sub-clause (c) of Clause No. 3.30 of the Lease. The Lessee shall indemnify and keep indemnified the Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director 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 the presence of or damage to the Footbridge Facilities, the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clause (b) of Clause No. 3.30 of the Lease.

19. Clause No. 4.1 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.

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20. 「該租契」條款第4.2條訂明:

- (a) 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。
- (b) 不得於「該地段」或其任何部分或任何已建或擬建於「該地段」上作非工業(不包括私人住宅、酒店、貨倉及加油站)用途的建築物或其任何部分設置任何紀念碑。

21. 「該租契」條款第4.3條訂明:

除非獲「署長」事先書面同意，「承租人」不得切去、清除或推後任何毗鄰或毗連「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。

22. 「該租契」條款第4.4條訂明:

- (a) 如果任何土地存在或已經被切去、清除、推後、堆積、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、擋土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」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、擋土牆或其他承托物、保護物、排水或附屬工程或其他工程讓其處於良好和修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.4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、其代理人及承辦商作出彌償，並使其持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、擋土牆或其他承托物、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。

23. 「該租契」條款第4.5條訂明:

未經「署長」的事先書面同意，不得在「該地段」使用碎石設備。

20. Clause No. 4.2 of the Lease stipulates that:

- (a) 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.
- (b) No memorial tablets shall be placed on the Lot or any part thereof or in any building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes.

21. Clause No. 4.3 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.

22. Clause No. 4.4 of the Lease stipulates that:

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the Lot, 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. 4.4 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 its agents and contractors 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 Lot, 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.

23. Clause No. 4.5 of the Lease stipulates that:

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

24. 「該租契」條款第4.6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檢查預應力地樁，使「署長」滿意，並在「署長」可不時以其絕對酌情權提出要求時向其提供上述檢驗工程的報告和資料。如果「承租人」不理會或未能進行上述要求的檢查工程，「署長」可立即執行與進行該檢查工程，而「承租人」須在要求時歸還政府因此產生的費用。

25. 「該租契」條款第4.7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4.7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。

26. 「該租契」條款第4.8條訂明:

- (a) 「承租人」須自費進行及完成「署長」以其絕對酌情權要求的岩土工程勘察及在圖則上以綠色間黑色斜線標示的範圍(下稱「綠色間黑色斜線範圍」)內的斜坡處理、山泥傾瀉預防、緩減及補救工程，使「署長」滿意，並須在「批租年期」期間的所有時間自費維持「綠色間黑色斜線範圍」(包括其內及其上的所有土地、斜坡處理工程、擋土結構、排水及任何其他工程)於修繕妥當及良好的狀態，使「署長」滿意。倘若在「批租年期」期間的任何時候在「綠色間黑色斜線範圍」內發生任何山泥傾瀉、地陷或塌方，「承租人」須自費進行修復及彌補，使「署長」滿意，連同「署長」認為(其決定為最終決定並對「承租人」具約束力)亦受影響的任何毗鄰或毗連範圍。「承租人」須就上述山泥傾瀉、地陷或塌方，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、其代理人及承辦商作出彌償，並使其持續得到彌償。「承租人」須確保在「綠色間黑色斜線範圍」內任何時候均無非法挖掘或傾倒，並在「署長」事先書面批准下，「承租人」可豎立圍欄或其他屏障以防止該等非法挖掘或傾倒。除「署長」就違反「該租契」條款而可能享有的任何其他權利或補救外，「署長」可在任何時候發出書面通知要求「承租人」進行該等岩土工程勘察、斜坡處理、山泥傾瀉預防、緩減及補救工程，以及保養、修復及彌補任何受該等山泥傾瀉、地陷或塌方影響的土地、構築物或工程，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」可在該期限屆滿後執行與進行所需的工程，「承租人」須按要求即時償還政府因此產生的費用。

24. Clause No. 4.6 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.

25. Clause No. 4.7 of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify and keep indemnified the Government from and against 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 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. 4.7 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.

26. Clause No. 4.8 of the Lease stipulates that:

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

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- (b) 儘管「該租契」條款第4.8條(a)款有所規定，「承租人」就「綠色間黑色斜線範圍」或其任何部分在「該租契」條款第4.8條下的責任及權利，須在政府向「承租人」發出通知後絕對終止，「承租人」不得就因該終止而蒙受的任何損失、損害或干擾或產生的任何開支向政府或「署長」或其授權人員提出任何補償索償。然而，該終止不影響政府就「該租契」條款第4.8條(a)款的任何先前違反、未履行或未遵守而享有的任何權利或補救。

27. 「該租契」條款第4.9條訂明：

- (a) 在「署長」已批准「承租人」在圖則上以綠色加黑點標示的範圍(下稱「綠色加黑點範圍」)內安裝泥釘的情況下，「承租人」須自費進行及完成該等泥釘及相關工程，使土木工程拓展署轄下的土力工程處滿意。
- (b) 倘若因進行泥釘工程或其後在「批租年期」期間泥釘失效而造成任何財產損壞或損失、生命損失及人身傷害、塌方、山泥傾瀉或地陷，不論發生在「綠色加黑點範圍」內或土木工程拓展署轄下的土力工程處認為(其決定為最終決定並對「承租人」具約束力)亦受影響的任何毗鄰或毗連範圍，「承租人」須自費進行修復及彌補，使土木工程拓展署轄下的土力工程處滿意，並須就因泥釘工程或其後泥釘失效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。
- (c) 除「該租契」規定對違反該等條款的任何其他權利或補救外，「署長」有權發出書面通知要求「承租人」進行補救工程以修復及彌補因進行泥釘工程或其後泥釘失效而造成的任何塌方、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」可在該期限屆滿後執行與進行所需的工程，「承租人」須按要求即時償還政府因此產生的費用。
- (d) 儘管「該租契」條款第4.9條(a)款、(b)款及(c)款有所規定，「承租人」就「綠色加黑點範圍」或其任何部分在「該租契」條款第4.9條下的責任及權利，須在政府向「承租人」發出通知後絕對終止，「承租人」不得就因該終止而蒙受的任何損失、損害或干擾或產生的任何開支向政府或「署長」或其授權人員提出任何補償索償。然而，該終止不影響政府就「該租契」條款第4.9條(a)款、(b)款及(c)款的任何先前違反、未履行或未遵守而享有的任何權利或補救。

28. 「該租契」條款第4.10條訂明：

「承租人」須在任何時候，特別是在進行任何建築、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」、「綠色間黑色斜線範圍」及「綠色加黑點範圍」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、總水喉管、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

- (b) Notwithstanding sub-clause (a) of Clause No. 4.8 of the Lease, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under Clause No. 4.8 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of Clause No. 4.8 of the Lease.

27. Clause No. 4.9 of the Lease stipulates that:

- (a) Where the Director has granted permission for the Lessee to install soil nails in the area shown coloured green stippled black on the Plan (hereinafter referred to as "the Green Stippled Black Area"), the Lessee shall at his own expense carry out and complete to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department such soil nailing and associated works.
- (b) In the event that as a result of carrying out the soil nailing works or the subsequent failure of the soil nails during the Lease Term, any damage to or loss of properties, loss of life and personal injuries, falling away, landslip or subsidence occurs, whether within the Green Stippled Black Area or in any adjacent or adjoining areas which, in the opinion of the Geotechnical Engineering Office of Civil Engineering Development Department (whose decision shall be final and binding on the Lessee), have also been affected, the Lessee shall reinstate and make good the same at his own expense to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department 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 the soil nailing works or the subsequent failure of the soil nails.
- (c) In addition to other rights or remedies herein provided 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 such remedial works to reinstate and make good any falling away, landslip or subsidence as a result of or arising out of carrying out the soil nailing works or the subsequent failure of the soil nails, 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, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
- (d) Notwithstanding sub-clauses (a), (b) and (c) of Clause No. 4.9 of the Lease, the obligations and rights of the Lessee in respect of the Green Stippled Black Area or any part thereof under Clause No. 4.9 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (a), (b) and (c) of Clause No. 4.9 of the Lease.

28. Clause No. 4.10 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, the Green Hatched Black Area and the Green Stippled Black Area or any part thereof (hereinafter collectively referred to as "the Services"). The Lessee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit its proposals for dealing with any of the Services which may be affected by the Works in

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」、「綠色間黑色斜線範圍」及「綠色加黑點範圍」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、雨水渠或總水喉管之修復須由「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」、「綠色間黑色斜線範圍」及「綠色加黑點範圍」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。

29. 「該租契」條款第4.11條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須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)，自行負責並對政府及其人員作出彌償，並使其持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

30. 「該租契」條款第4.12條訂明：

- (a) 「承租人」須在房屋署總建築師就「該地段」已建或擬建的建築物發出完工證明書之日期或之前，或「署長」批准的其他日期，自費以各方面均令水務監督(按《水務設施條例》、任何其下的規例及任何修訂法例而界定)滿意的方式，根據「該租契」條款第4.12條(b)款所指的獲批准「自動讀錶外站建議書」，在「該地段」或其任何部分或任何已建或擬建於「該地段」上的建築物內，提供及安裝水務監督以其獨有酌情權要求的自動讀錶外站連同設施及相關設備(該等外站連同設施及相關設備下統稱「自動讀錶外站」)，以供淡水供應的自動讀錶之用，並須符合《水務設施條例》、任何其下的規例及任何修訂法例。

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

29. Clause No. 4.11 of the Lease stipulates that:

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

30. Clause No. 4.12 of the Lease stipulates that:

- (a) The Lessee shall on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot or such other date as may be approved by the Director, at the Lessee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the Lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of Clause No. 4.12 of the Lease and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

批地文件的摘要

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- (b) 「承租人」須自費以各方面均令水務監督滿意的方式，向水務監督提交或促使他人提交關於提供及安裝「自動讀錶外站」的建議書(下稱「自動讀錶外站建議書」)以待書面審批，建議書須包括水務監督以其獨有酌情權要求的資料和詳情，包括但不限於：
- (i) 標示「自動讀錶外站」位置之布局圖；
 - (ii) 建立「自動讀錶外站」的設計、布局及設備之詳情；及
 - (iii) 指定供容納「自動讀錶外站」及便利視察和保養之範圍或空間的詳情。
- (c) 在「自動讀錶外站建議書」獲水務監督根據「該租契」條款第4.12條(b)款書面批准之前，不得在「該地段」展開任何提供及安裝「自動讀錶外站」之工程。根據「該租契」條款第4.12條(b)款獲批准的「自動讀錶外站建議書」所安裝的「自動讀錶外站」下稱「獲批准自動讀錶外站」。
- (d) 「承租人」須自費以各方面均令水務監督滿意的方式，運作、維持及維修「獲批准自動讀錶外站」於修繕妥當及運作良好的狀態，直至根據「該租契」條款第4.12條(g)款交還「獲批准自動讀錶外站」予水務監督為止。
- (e) 不得於指定供容納「獲批准自動讀錶外站」及便利視察和保養「獲批准自動讀錶外站」之範圍或空間上方、之上、之下或其內豎立或放置任何可能阻止或干擾「獲批准自動讀錶外站」的視察、檢查、運作、保養、維修、翻新、拆卸、移除、更換及重新提供的構築物、物件或物料。如水務監督認為(其意見為最終意見，並對「承租人」具約束力)有構築物、物件或物料豎立或放置於指定供容納「獲批准自動讀錶外站」及便利視察和保養之範圍或空間上方、之上、之下或其內，可能阻止或干擾「獲批准自動讀錶外站」的視察、檢查、運作、保養、維修、翻新、拆卸、移除、更換或重新提供，水務監督有權以書面通知要求「承租人」自費以各方面均令水務監督滿意的方式，在通知指定的期限內拆卸或移除該等構築物、物件或物料，並修復指定供容納「獲批准自動讀錶外站」及便利視察和保養之範圍或空間。
- (f) 倘若「承租人」未能履行「該租契」條款第4.12條(a)款、(d)款或(e)款規定的任何義務，水務監督可進行必要的工程，費用須由「承租人」承擔，「承租人」須按要求向水務監督支付由水務監督決定相等於該工程費用的款項，水務監督的決定為最終決定並對「承租人」具約束力。
- (g) 「承租人」須隨時將「獲批准自動讀錶外站」或其任何部分按水務監督要求在其書面通知指定之日期交還予水務監督，及在任何情況下「獲批准自動讀錶外站」須被視作於房屋署總建築師就「該地段」已建或擬建的建築物發出完工證明書之日期已由「承租人」交還予水務監督。
- (h) 「承租人」須在「批租年期」期間在所有時間內允許水務監督、其人員、承辦商、代理人、其或其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進出、往返及再經過「該地段」或其任何部分及任何已建或擬建於「該地段」之上的建築物，以：
- (i) 視察、檢查及監督「承租人」根據「該租契」條款第4.12條(a)款、(d)款及(e)款須進行的任何工程；
 - (ii) 根據「該租契」條款第4.12條(f)款進行任何工程；及

- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
- (i) a layout plan showing the locations of the AMR Outstations;
 - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
 - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.
- (c) No provision or installation works of the AMR Outstations shall be commenced on the Lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of Clause No. 4.12 of the Lease. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of Clause No. 4.12 of the Lease are hereinafter referred to as "the Approved AMR Outstations".
- (d) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of Clause No. 4.12 of the Lease.
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Lessee), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.
- (f) In the event of non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (d) or (e) of Clause No. 4.12 of the Lease, the Water Authority may carry out the necessary works at the cost of the Lessee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Lessee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Lessee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Lessee on the date of issue of the Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot.
- (h) The Lessee shall at all times throughout the Lease Term permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
- (i) inspecting, checking and supervising any works required to be carried out by the Lessee under sub-clauses (a), (d) and (e) of Clause No. 4.12 of the Lease;
 - (ii) carrying out any works under sub-clause (f) of Clause No. 4.12 of the Lease; and

- (iii) 在「獲批准自動讀錶外站」或其任何部分根據「該租契」條款第4.12條(g)款交還予水務監督之後，視察、檢查、運作、保養、維修、翻新、拆卸、移除、更換及重新提供「獲批准自動讀錶外站」或其任何部分及水務監督認為必要的任何其他工程。
- (i) 政府、水務監督、其人員、承辦商、代理人、其或其工人及任何獲水務監督授權的人士不會就因「承租人」履行「該租契」條款第4.12條(a)款、(d)款及(e)款規定的任何義務，或行使「該租契」條款第4.12條(f)款及(h)款賦予的任何權利或其他原因所直接或間接引起或對「承租人」或任何其他人士造成或使其蒙受的，或與之相關或附帶的，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索償。
- (j) 「承租人」須就因提供、安裝、運作、保養及維修「獲批准自動讀錶外站」或行使「該租契」條款第4.12條(f)款及(h)款賦予的任何權利，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、水務監督、其人員、承辦商、代理人、其或其工人及任何獲水務監督授權的人士作出彌償，並使其持續得到彌償。

31. 「該租契」條款第5.3條訂明：

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)往來該等毗連或鄰近土地或處所。
- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得上述人士正式授權的人士均獲保留權利隨時進出及返回「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.3條(a)款所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人及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)。

- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of Clause No. 4.12 of the Lease and any other works which the Water Authority may consider necessary.
- (i) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority 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 whether arising out of or incidental to the fulfilment of any of the Lessee's obligations under sub-clauses (a), (d) and (e) of Clause No. 4.12 of the Lease or the exercise of any of the rights under sub-clauses (f) and (h) of Clause No. 4.12 of the Lease or otherwise, and no claim whatsoever shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority 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 the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of Clause No. 4.12 of the Lease.

31. Clause No. 5.3 of the Lease stipulates that:

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

註：

請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。

Note:

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

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.「政府屋宇」

(i) 批地文件的有關條文

「該租契」(見批地文件摘要內的定義)條款第3.20(a)至(e)及(h)至(j)條訂明:

- (a) 除「該租契」條款第3.20條(b)款及(c)款另有規定外,「承租人」須自費及以在各方面均令社會福利署署長滿意及良好的工作方式,在「該地段」興建、建造、提供及保養政府、機構或社區設施,包括:
 - (i) 一間長者日間護理中心(下稱「長者日間護理中心」),總樓面面積不少於500平方米;
 - (ii) 一間長者鄰舍中心,總樓面面積不少於420平方米;
 - (iii) 一間按《安老院條例》及其下的規例及任何修訂或取代法例定義的安老院(下稱「安老院舍」),總樓面面積不少於2,200平方米;
 - (iv) 三個供停泊根據《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」)獲發牌並專門服務「長者日間護理中心」的私家小巴停車位,除非另行獲得運輸署署長(下稱「運輸署署長」)的書面同意,此等停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米;
 - (v) 一個供停泊根據「道路交通條例」獲發牌並專門服務「安老院舍」的私家小巴停車位,除非另行獲得「運輸署署長」的書面同意,此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米;

(上述屋宇(包括根據「該租契」條款第3.20條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同社會福利署署長以其絕對酌情權決定的任何其他專屬於該屋宇的地方、設施、服務和裝置(其決定為最終決定並對「承租人」具約束力),下統稱「政府屋宇」)。就「該租契」所載的條款及契諾而言,「私家小巴」應根據「道路交通條例」之定義。

- (b) 在整個「批租年期」(見批地文件的摘要內的定義)內,社會福利署署長以及依據《財政司司長法團條例》及其下的規例及任何修訂法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」;在文意許可的情況下「財政司司長法團」一詞亦包括其繼承人及受讓人)在根據「該租契」條款第3.20條(d)款獲轉讓「政府屋宇」後(為施行「該租契」條款第3.20條(b)款,「財政司司長法團」不包括其受讓人),可全權並在未經「承租人」贊同或認可的情況下:
 - (i) 改變或更改「政府屋宇」或其任何部分的用途;
 - (ii) 更改「政府屋宇」或其任何部分的總樓面面積;及
 - (iii) 進行建築工程,包括但不限於社會福利署署長認為為行使「該租契」條款第3.20條(b)(i)款及(b)(ii)款賦予的權力而須進行的改建、變更、加建、擴展或改善工程,不論有關工程是否需要工具、裝備、機械及機器進行。

及現同意及聲明政府、社會福利署署長及「財政司司長法團」不會就因社會福利署署長或「財政司司長法團」行使「該租契」條款第3.20條(b)款賦予的權力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」亦不得就任何損失、損害、滋擾或干擾向政府、社會福利署署長或「財政司司長法團」提出任何索償。

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

1. Government Accommodation

(i) Relevant Provisions of the Land Grant

Clause No. 3.20 (a)-(e) and (h)-(j) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.20 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director of Social Welfare erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
 - (i) one day care centre for the elderly (hereinafter referred to as "DE") having a total gross floor area of not less than 500 square metres;
 - (ii) one neighbourhood elderly centre having a total gross floor area of not less than 420 square metres;
 - (iii) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation for the elderly (hereinafter referred to as "RCHE") having a total gross floor area of not less than 2,200 square metres;
 - (iv) three spaces for the parking of private light buses licenced under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving exclusively the DE and such spaces shall, unless the Commissioner for Transport (hereinafter referred to as "C for T") otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;
 - (v) one space for the parking of private light buses licenced under the Road Traffic Ordinance and serving exclusively the RCHE and such space shall, unless the C for T otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres;

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.20 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director of Social Welfare may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation"). For the purposes of the terms and covenants contained in the Lease, "private light buses" shall be as defined in the Road Traffic Ordinance.
- (b) Throughout the Lease Term (as defined in the Summary of Land Grant) the Director of Social Welfare and, in addition, upon assignment of the Government Accommodation to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to sub-clause (d) of Clause No. 3.20 of the Lease, FSI (which for the purposes of sub-clause (b) of Clause No. 3.20 of the Lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:
 - (i) to alter or vary the use of the Government Accommodation or any part thereof;
 - (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
 - (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Social Welfare with or without tools, equipment, plant and machinery to effect the right conferred under sub-clauses (b)(i) and (b)(ii) of Clause No. 3.20 of the Lease

AND IT IS HEREBY AGREED AND DECLARED THAT the Government, the Director of Social Welfare and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Social Welfare or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director of Social Welfare or FSI of the right conferred under sub-clause (b) of Clause No. 3.20 of the Lease.

- (c) 除「該租契」條款第3.20條(b)款另有規定外，「承租人」根據「該租契」條款第3.20條(d)款將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前，除非事先得到社會福利署署長書面同意，否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求，在「政府屋宇」無產權負擔或受限於現有租約或許可或兩者(如有)的情況下，按「署長」指定的條款及條件，自費將「該租契」條款第3.20條(e)款的不分割份數或其任何部分，連同空置管有權及獨有使用、佔用和享用「政府屋宇」或其任何部分的權利，轉讓予「財政司司長法團」而不收取任何費用。
- (e) 有關按「該租契」條款第3.20條(d)款轉讓予「財政司司長法團」的屬整個「該地段」的不分割份數數目，將由「署長」按照「政府屋宇」的總樓面面積佔所有已建或擬建於「該地段」的建築物的總樓面面積而訂定，「署長」這方面訂定的數目為最終決定並對「承租人」具約束力。
- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.20條(d)款轉讓之前的任何時間內，有權要求而「承租人」須按要求及按「署長」認為合適的條款及條件將「政府屋宇」或其任何部分的空置管有權交予政府供其獨有使用、佔用和運用。
- (i) (i) 受限於「財政司司長法團」根據「該租契」條款第3.21(a)(ix)(i)條所指的任何分擔，「承租人」須在整個「批租年期」內自費，並以各方面均令社會福利署署長滿意的方式保養下列項目(下稱「雜項」)：
- (i) 非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
 - (ii) 供「政府屋宇」及「該地段」內發展項目其餘部分使用的所有升降機、自動扶梯和樓梯；
 - (iii) 構成供「政府屋宇」及「該地段」內發展項目其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；
 - (iv) 「政府屋宇」下方緊接地庫上方的所有結構樓板連同其中及其下的排水系統；及
 - (v) 供「政府屋宇」及「該地段」發展項目其餘部分使用的一切其他公用部分與設施。
- (ii) 「承租人」須就因未能保養「雜項」，而引起或作為其後果的一切責任、損害賠償、開支、索償、費用、收費、要求、法律行動及訴訟，對政府及「財政司司長法團」作出彌償，並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.20條(i)款而言，「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.20條(i)款而言，若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識，社會福利署署長就有關「政府屋宇」是否屬獨立式的決定為最終決定，並對「承租人」及「財政司司長法團」具約束力。
- (c) Subject to sub-clause (b) of Clause No. 3.20 of the Lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to sub-clause (d) of Clause No. 3.20 of the Lease, the Lessee may not, except with the prior written consent of the Director of Social Welfare, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in sub-clause (e) of Clause No. 3.20 of the Lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with sub-clause (d) of Clause No. 3.20 of the Lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the Lot. The determination of the Director in this respect shall be final and binding on the Lessee.
- (h) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to sub-clause (d) of Clause No. 3.20 of the Lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.21(a)(ix)(i) of the Lease and in all respects to the satisfaction of the Director of Social Welfare maintain the following items (hereinafter referred to as "the Items"):
- (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot;
 - (iv) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.
- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.20 of the Lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.20 of the Lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director of Social Welfare as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

- (j) 儘管「該租契」條款第3.20條(d)款另有規定，「承租人」須應社會福利署署長的要求，按社會福利署署長決定的其他條款及條件，將「政府屋宇」或其任何部分分租予「財政司司長法團」或社會福利署署長不時指定的其他人士，並收取名義租金。

「該租契」條款第3.21(a)(ix)條訂明：

- (ix) 「公契」須按「署長」批准或要求以指定形式及包括指定條款，其中特別包括以下條款：
- (i) (A) 「財政司司長法團」作為「政府屋宇」的業主須負責其保養及管理事宜，但無須負責保養及管理「該地段」上發展項目的其餘部分；
- (B) 「財政司司長法團」作為「政府屋宇」的業主須就實際供「政府屋宇」使用或由該處的佔用人、其受僱人、承辦商、代理人或訪客使用的設施或服務支付管理及保養費。然而，「財政司司長法團」的責任將由政府產業署署長或「署長」就此提名的其他人士釐定，且於任何情況下均不得超過根據「政府屋宇」所佔總樓面面積與已建或擬建於「該地段」上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由「政府屋宇」或其相關部分轉讓契據的日期起計。此外，除非及直至政府產業署署長或「署長」就此提名的其他人士已經以書面批准有關管理及保養費金額，「財政司司長法團」將無須對管理及保養費承擔繳付責任；
- (C) 「財政司司長法團」作為「政府屋宇」的業主毋須就發展項目任何其他部分（不論是否「公用地方」或其他）攤付任何管理及保養費，亦毋須就政府產業署署長或「署長」就此委託的人士認為並非直接服務或以其他方式惠及「政府屋宇」的任何設施或服務的提供攤付任何管理及保養費；
- (ii) 「財政司司長法團」無須繳付以下費用：
- (A) 管理費按金；
- (B) 資本設備基金，事前經由政府產業署署長或「署長」就此提名的其他人士批准而確實服務「政府屋宇」或由該處佔用人、其受僱人、承辦商、代理人或訪客使用的設施及服務相關的資本償還除外；
- (C) 「政府屋宇」相關的保險保費；
- (D) 清理廢料費用；
- (E) 逾期未繳管理及保養費的罰款；
- 或同類付款；
- (iii) 「財政司司長法團」、其承租人、租戶、獲許可人、獲其授權的人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權的權益：
- (A) 「政府屋宇」享有庇護、支撐物及保護的權利；
- (B) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於「批租年期」內於「該地段」的任何部分及「該地段」上的發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；

- (j) Notwithstanding sub-clause (d) of Clause No. 3.20 of the Lease, the Lessee shall when called upon by the Director of Social Welfare so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director of Social Welfare may nominate from time to time and on such other terms and conditions as may be determined by the Director of Social Welfare.

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

- (ix) the DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect :
- (i) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the Lot;
- (B) FSI as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors Provided however that the liability of FSI shall be as determined by the Government Property Administrator or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Lot and shall only commence from the date of the Assignment of the Government Accommodation or the relevant part(s) thereof and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose;
- (C) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether the Common Areas or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation;
- (ii) FSI shall not be liable for any payment of :
- (A) management deposits;
- (B) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors;
- (C) insurance premium in respect of the Government Accommodation;
- (D) debris removal fee;
- (E) penalty charges on late payment of management and maintenance charges;
- or payment of a like nature;
- (iii) FSI, its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements :
- (A) the right of shelter support and protection for the Government Accommodation;
- (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Lease Term laid on or running through any part of the Lot and any part of the development on the Lot;

- (C) 於任何時候以其絕對酌情權，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而毋須向「承租人」支付任何費用。但是，在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對「該地段」內或屬於「該地段」或其任何部分並非專為「政府屋宇」而設的該等服務及設施造成損壞；
- (D) 為正確地使用及享用「政府屋宇」或其任何部分為目的而通行及再通行、進出、往返及使用「公用地方」，以及使用和享用「該地段」或其任何部分內或「該地段」上發展項目的任何公用設施的權利；
- (E) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入「該地段」或「該地段」上發展項目的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、加建及改建工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、改建、改道、更改、重鋪及還原工程；
- (F) 遵照「署長」要求，享有暢通無阻進出「政府屋宇」的通行權；
- (G) 「財政司司長法團」認為合適下，在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該地段」或其任何部分或「該地段」上的發展項目任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；
- (H) 固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他裝備、設施、裝置、固定裝置、附屬工程、機械及物料的通行權；
- (I) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用附加服務的權利，及「該地段」或「該地段」上的發展項目任何部分的相關通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料；及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

- (C) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Lessee Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Government Accommodation;
- (D) the right to go pass and repass over and along and to use the Common Areas and to use and receive the benefit of any common facilities within the Lot or any part thereof or the development thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
- (E) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the development on the Lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (F) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (G) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Lot or any part thereof or any part of the development thereon with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (I) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the development on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (J) such other rights privileges and easements as may be deemed necessary or desirable by the Director.

(ii) 公契的有關條文

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

i. 根據「公契」第一節第1條，以下用詞各自的定義如下：

「長者日間護理中心」或「DE」指根據「該租契」條款第3.20(a)(i)條提供的長者日間護理中心，並構成「政府屋宇」的一部分。該「長者日間護理中心」現於「公契」所夾附並經「認可人士」核實為準確的地下平面圖以靛藍色及“DAY CARE CENTRE FOR THE ELDERLY”顯示，以資識別；

「屋苑公用地方與設施」指在「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服務及供公用與共享的地方、系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則以橙色、橙色間黑色交叉、橙色間黑十字線及橙色間黑色交叉和黑十字線顯示(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，包括：

- (a) 「屋苑」的外牆正面及外牆，包括其上的外部裝飾物料、批盪、裝飾鰭及其他特徵(構成「住宅大廈公用地方與設施」之部分的裝飾鰭及其他特徵除外，以及「政府屋宇」、「房委會屋宇」及「住宅大廈公用地方與設施」之部分的外牆(及構成「住宅大廈公用地方與設施」之非結構性預製外牆)和外部裝飾物料除外)；
- (b) 「屋苑」所有牆壁、柱、樑、天花板、屋頂板及所有結構性和承重構件的結構(構成「政府屋宇」、「房委會屋宇」及「住宅大廈公用地方與設施」之部分除外)；
- (c) 「屋苑」的地基；
- (d) 通道/緊急車輛通道/車輛通道及柵欄；
- (e) 技工工場、潔淨服務承辦商辦事處、屋苑管理處、業主立案法團辦事處及毗連洗手間；
- (f) 為「屋苑」整體而非其中任何個別部分提供服務而安裝或使用的天線廣播分導或電訊網絡設施之所有地方；
- (g) 「綠化範圍」(構成「住宅大廈公用地方與設施」之部分除外)；
- (h) 「雜項」；
- (i) 「落客區」；
- (j) 「垃圾車專用停車位」；
- (k) 升降機大堂；
- (l) 「保養及維修通道」(構成「住宅大廈公用地方與設施」之部分除外)；
- (m) 「該土地」內的「斜坡結構」；
- (n) 為「屋苑」整體而非其中任何個別部分提供服務的公用平台、花槽及所有屋宇裝備裝置、設備、設施、機械、固定裝置及配件；及
- (o) 「房委會」可隨時按照「公契」及任何「副公契」(如有者)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、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施；

(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, the following terms shall have the respective definitions as stated below:

“Day Care Centre for the Elderly” or “DE” shall mean the day care centre for the elderly as provided in accordance with Clause No. 3.20(a)(i) of the said lease, and which forms part of the Government Accommodation. Such Day Care Centre for the Elderly, for the purpose of identification only, is shown coloured INDIGO and marked “DAY CARE CENTRE FOR THE ELDERLY” on the GROUND FLOOR PLAN annexed to the DMC, the accuracy of such plan(s) has been certified by the Authorized Person;

“Estate Common Areas and Facilities” shall mean those areas, systems, devices and facilities provided or installed in the Estate and intended to serve and for the common use and benefit of the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured ORANGE, ORANGE CROSS HATCHED BLACK, ORANGE WITH BLACK CROSS and ORANGE CROSS HATCHED BLACK WITH BLACK CROSS (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person including:

- (a) the façade and external walls of the Estate including the external finishes, claddings, architectural fins and features thereon (other than those architectural fins and features forming part of the Residential Blocks Common Areas and Facilities and other than those external walls (and the non-structural prefabricated external walls forming part of the Residential Blocks Common Areas and Facilities) and the external finishes forming part of the Government Accommodation, the HA Accommodation and the Residential Blocks Common Areas and Facilities);
- (b) the structure of all walls, columns, beams, ceilings, roof slabs and all structural and load bearing elements of the Estate (other than those forming part of the Government Accommodation, the HA Accommodation and the Residential Blocks Common Areas and Facilities);
- (c) the foundations of the Estate;
- (d) access roads/emergency vehicular accesses/driveways, drop gates;
- (e) artisans’ workshop, cleaning contractor’s office, estate management office, owners’ corporation office and the adjoining toilets;
- (f) all areas for the installation or use of aerial broadcasting distribution or telecommunications network facilities serving the Estate as a whole and not just any particular part thereof;
- (g) the Greenery Area (other than those forming part of the Residential Blocks Common Areas and Facilities);
- (h) the Items;
- (i) Lay-by;
- (j) Loading and Unloading Space for Refuse Collection Vehicles;
- (k) Lift lobbies;
- (l) Maintenance and Repair Access (other than those forming part of the Residential Blocks Common Areas and Facilities);
- (m) Slope Structures within the said land;
- (n) common flat roofs, planters and all building services installations, plant, equipment, facilities, machinery, fixtures and fittings serving the Estate as a whole and not just any particular part thereof; and
- (o) 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 Authority in accordance with the provisions of the DMC and any Sub-Deed (if any) but shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner;

「**財政司司長法團**」指依據《財政司司長法團條例》(第1015章)及其下的規例及任何修訂法例成立名為「財政司司長法團」的單一法團，「公契」中「財政司司長法團」一詞指「財政司司長法團」作為「政府屋宇」之「業主」，若文意許可的情況下，「政府屋宇」之「業主」亦包括「財政司司長法團」之繼承人及受讓人；

「**政府產業署署長**」指香港九龍油麻地海庭道11號西九龍政府合署南座9樓政府產業署之政府產業署署長，並包括其繼承人及在任何時候及不時接管及/或替換及/或承擔及/或行使政府產業署署長的全部或部分職能或職責的任何其他人員或政府部門或任何政府或行政機關(不論其擔任任何職銜或職位)；

「**政府屋宇**」指政府、機構及社區設施，包含現已或將會按照「該租契」條款第3.20(a)條於「該土地」及「屋苑」內提供及興建的「長者日間護理中心」、「長者鄰舍中心」、「安老院舍」、「服務長者日間護理中心的小巴停車位」及「服務安老院舍的小巴停車位」(包括該處按照「該租契」條款第3.20(b)條及第3.20(c)條的規定進行的改動、改建、加建、擴建或改善工程，以及「政府屋宇」附屬地方與設施及社會福利署署長以其絕對酌情權決定(其決定為最終決定及對所有「業主」具約束力)為該處專用的任何其他地方、設施、服務及裝置)的該等「屋苑」部分。該等「政府屋宇」現於「公契」所夾附並經「認可人士」核實為準確的圖則以靛藍色顯示，以資識別；

「**雜項**」指「該租契」條款第3.20(i)(i)條中定義的「雜項」，包括(i)非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；(ii)供「政府屋宇」及「屋苑」其餘部分使用的所有升降機、自動扶梯和樓梯；(iii)構成供「政府屋宇」及「屋苑」其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；(iv)「政府屋宇」下方緊接地庫上方的所有結構樓板連同其中及其下的排水系統；及(v)供「政府屋宇」及「屋苑」其餘部分使用的一切其他公用部分與設施；

「**服務長者日間護理中心的小巴停車位**」指三(3)個位於「該土地」內根據「該租契」條款第3.20(a)(iv)條提供予「政府屋宇」供專門服務「長者日間護理中心」停泊私家小巴的停車位，該等停車位現於「公契」所夾附並經「認可人士」核實為準確的地盤佈局圖以靛藍色及“LIGHT BUS PARKING”顯示，以資識別，及為免生疑，「服務長者日間護理中心的小巴停車位」構成「政府屋宇」一部分，並不構成「房委會屋宇」或「停車位」的一部分；

「**服務安老院舍的小巴停車位**」指一個位於「該土地」內根據「該租契」條款第3.20(a)(v)條提供予「政府屋宇」供專門服務「安老院舍」停泊私家小巴的停車位，該停車位現於「公契」所夾附並經「認可人士」核實為準確的地盤佈局圖以靛藍色及“LIGHT BUS PARKING”顯示，以資識別，及為免生疑，「服務安老院舍的小巴停車位」構成「政府屋宇」一部分，並不構成「房委會屋宇」或「停車位」的一部分；

「**長者鄰舍中心**」或「**NEC**」指根據「該租契」條款第3.20(a)(ii)條提供的長者鄰舍中心，並構成「政府屋宇」的一部分。該「長者鄰舍中心」現於「公契」所夾附並經「認可人士」核實為準確的地庫及低層地下平面圖以靛藍色及“NEIGHBOURHOOD ELDERLY CENTRE”顯示，以資識別；

“**F.S.I.**” shall mean The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015), any regulations made thereunder and any amending legislation and the expression “F.S.I.” in the DMC shall mean The Financial Secretary Incorporated in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of The Financial Secretary Incorporated as the Owner of the Government Accommodation;

“**G.P.A.**” shall mean the Government Property Administrator of the Government Property Agency of 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

“**Government Accommodation**” shall mean such government, institution and community facilities comprising the DE, NEC, RCHE, the Light Bus Spaces Serving the DE and the Light Bus Space Serving the RCHE as provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause No. 3.20(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clause No. 3.20(b) and 3.20(c) of the said lease and together with GA Ancillary Areas and Facilities and any other areas, facilities, services and installations exclusive thereto from time to time as the Director of Social Welfare may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners)). Such Government Accommodation, for the purpose of identification only, are shown coloured INDIGO on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

“**Items**” shall mean the Items as defined in Clause No. 3.20(i)(i) of the said lease which shall include (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; (iv) all of the structural slabs under the Government Accommodation which is immediately above a basement together with the drainage systems therein and thereunder; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

“**Light Bus Spaces Serving the DE**” shall mean the three (3) spaces situated on the said land for the parking of private light buses as provided in accordance with Clause No. 3.20(a)(iv) of the said lease for the Government Accommodation and exclusively serving the DE, and which spaces, for the purpose of identification only, are shown coloured INDIGO and marked “LIGHT BUS PARKING” on the SITE LAYOUT PLAN annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person and for the avoidance of doubt, the Light Bus Spaces Serving the DE form part of the Government Accommodation and does not form part of the HA Accommodation or the Parking Spaces;

“**Light Bus Space Serving the RCHE**” shall mean the space situated on the said land for the parking of private light buses as provided in accordance with Clause No. 3.20(a)(v) of the said lease for the Government Accommodation and exclusively serving the RCHE, and which space, for the purpose of identification only, is shown coloured INDIGO and marked “LIGHT BUS PARKING” on the SITE LAYOUT PLAN annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person and for the avoidance of doubt, the Light Bus Space Serving the RCHE forms part of the Government Accommodation and does not form part of the HA Accommodation or the Parking Spaces;

“**Neighbourhood Elderly Centre**” or “**NEC**” shall mean the neighbourhood elderly centre as provided in accordance with Clause No. 3.20(a)(ii) of the said lease, and which forms part of the Government Accommodation. Such Neighbourhood Elderly Centre, for the purpose of identification only, is shown coloured INDIGO and marked “NEIGHBOURHOOD ELDERLY CENTRE” on the BASEMENT AND LOWER GROUND FLOOR PLAN annexed to the DMC, the accuracy of such plan(s) has been certified by the Authorized Person;

「安老院舍」或「RCHE」指根據《安老院條例》(第459章)及其下的規例及任何修訂或取代法例定義的安老院，按照「該租契」條款第3.20(a)(iii)條提供，並構成「政府屋宇」的一部分。該「安老院舍」現於「公契」所夾附並經「認可人士」核實為準確的B座一樓平面圖及B座二樓平面圖以靛藍色及“RESIDENTIAL CARE HOME FOR THE ELDERLY”顯示，以資識別；

- ii. 根據「公契」第四節第16(a)條，「政府屋宇」(但非「屋苑」其餘部分)須由「財政司司長法團」作為「政府屋宇」的「業主」管理和保養。
- iii. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條有所規定，當「政府屋宇」的「業主」提出要求時，「經理人」將負責保養專為「政府屋宇」而設的裝備、設施與裝置，而「政府屋宇」的「業主」將償還「經理人」由於執行此等保養工程而引致的費用，條件是「經理人」首先須向「政府屋宇」的「業主」提交費用預算連同佐證文件和「政府屋宇」的「業主」認為必需的任何其他有關資料，經「政府屋宇」的「業主」書面批准該預計開支及「經理人」將進行的保養工程後，「經理人」才能開始上述保養工程。但須以下列條件作為前提：「經理人」就執行「公契」第四節第16(b)條的職責所引致的費用及開支必須與「管理開支」分開，並且不得影響由其他「業主」支付的包括「經理人」酬金的「管理開支」。
- iv. 根據「公契」第四節第17條，「雜項」須由「經理人」管理及保養。所有「業主」(作為「政府屋宇」的「業主」的「財政司司長法團」除外)須就「經理人」未能管理及保養「雜項」，而不論直接或間接所引起或與之有關或造成的一切責任、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)，向「財政司司長法團」及「政府」作出彌償，並使其持續得到彌償。
- v. 根據「公契」第四節第20(ap)條，「經理人」具有權力、職能與責任管理及保養「雜項」讓其處於運作良好和修繕妥當的狀態。
- vi. 根據「公契」第六節第38(d)條，儘管「公契」第六節第38條第(a)項有所規定，自「政府屋宇」(或其相關部分)轉讓予「財政司司長法團」的日期或「財政司司長法團」接管「政府屋宇」(或其相關部分)的日期(以較早者為準)(包括該日)起，「財政司司長法團」(作為「政府屋宇」的「業主」)須繳付資本性質的月費，惟該費用須由「政府產業署署長」或其他由地政總署署長為此目的委託的人士，根據有關實際及直接服務於或惠及「政府屋宇」(或其相關部分)或由「政府屋宇」的「業主」或佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施和服務及「雜項」而決定，但該應負責的費用不應超過「政府屋宇」(或其相關部分)「管理份數」的數目分攤「屋苑」「管理份數」的總數目應佔的比例，並須以下列條件作為前提：除非和直至上述款額已經首先獲得「政府產業署署長」或其委託人或其他由地政總署署長為此目的而委託的人士書面批准，否則「財政司司長法團」沒有責任繳付任何月費。為免生疑問，「公契」中的任何規定並沒有影響「公契」第六節第48(b)條。
- vii. 根據「公契」第六節第48(a)條，儘管「公契」另有相反規定，「財政司司長法團」作為「政府屋宇」的「業主」不須繳付以下費用：
 - (i) 「公契」第六節第35(a)條所指的管理費按金；

“Residential Care Home for the Elderly” or “RCHE” shall mean the residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending or replacing legislation as provided in accordance with Clause No. 3.20(a)(iii) of the said lease, and which forms part of the Government Accommodation. Such Residential Care Home for the Elderly, for the purpose of identification only, is shown coloured INDIGO and marked “RESIDENTIAL CARE HOME FOR THE ELDERLY” on the 1ST FLOOR PLAN – BLOCK B and 2ND FLOOR PLAN – BLOCK B annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

- ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation but not the remainder of the Estate shall be managed and maintained by F.S.I. as the Owner of the Government Accommodation.
- iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC above, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance, on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager, and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under Clause 16(b) of Section IV of the DMC shall be separated from the Management Expenses and shall not affect the Management Expenses including the Manager’s remuneration payable by the other Owners.
- iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and 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 or as a consequence of the failure of the Manager to manage and maintain the Items.
- v. Pursuant to Clause 20(ap) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to manage and maintain, in good repair and condition, the Items.
- vi. Pursuant to Clause 38(d) of Section VI of the DMC, notwithstanding the provisions of sub-clause (a) of Clause 38 of Section VI of the DMC, as from and including the date of assignment of the Government Accommodation (or the relevant part(s) thereof) to F.S.I. or the date of F.S.I. taking over the Government Accommodation (or the relevant part(s) thereof), whichever is the earlier, F.S.I. (as the Owner of the Government Accommodation) shall be liable for payment of the monthly sum in capital nature in respect thereof PROVIDED THAT the sum shall be as determined by G.P.A. or such other person nominated by the Director of Lands for this purpose in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation (or the relevant part(s) thereof) or are used by the Owner of the Government Accommodation or the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation (or the relevant part(s) thereof) bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT F.S.I. shall incur no liability for payment of any monthly sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee(s) or such other person nominated by the Director of Lands for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.
- vii. Pursuant to Clause 48(a) of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:
 - (i) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;

- (ii) 「公契」第六節第35(b)條所指定的「特別基金」及資本設備基金(如有)之供款,除了資本開支的償還,其款項須於相關付款責任產生前首先獲得「財政司司長法團」或「政府產業署署長」或其委託人或其他由地政總署署長為此目的而委託的人士書面釐定及批准,並與實際及直接服務「政府屋宇」或與「政府屋宇」的「業主」、佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施和服務及「雜項」有關;但該應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤整個「屋苑」「管理份數」的總數目的應佔比例;及為免生疑,「財政司司長法團」只須在轉讓「政府屋宇」予「財政司司長法團」的日期或「財政司司長法團」接管「政府屋宇」的日期(以較早者為準)後繳付任何於本第(ii)項下的供款或款項;
- (iii) 「政府屋宇」相關的保險保費;
- (iv) 清理廢料費用;
- (v) 逾期或拖欠管理費和維修費用的利息、罰款及催收費等;或同類付款。
- viii. 根據「公契」第六節第48(b)條,為免生疑問,除「該租契」條款第3.21(a)(ix)(i)條另有規定,「財政司司長法團」作為「政府屋宇」的「業主」無須對「該土地」及「屋苑」其餘部分任何管理及維修費用負責,尤其無須對「屋苑」的「公用地方與設施」及「雜項」任何情況下引致的任何管理及維修費用負責。「財政司司長法團」作為「政府屋宇」的「業主」亦獲豁免不需遵守任何裝修規則(如有)及聘用任何「房委會」(作為首位業主)或「經理人」所指定之保養維修或服務承建商。
- ix. 根據「公契」第七節第53(a)(1)(xx)條,年度預算案的第一部分第一分項應包括「雜項」之管理、保養及維修開支。
- x. 根據「公契」第七節第62(a)條,儘管「公契」或「副公契」(如有)另有相反規定,有關「該土地」及「屋苑」任何其他部分(無論是否屬於「公用地方與設施」或「雜項」或其他地方)的任何管理和維修或提供設施或服務的費用,倘若「政府產業署署長」或地政總署署長為此目的而委託的其他人士認為該等部分、設施或服務並非實際及直接供「政府屋宇」使用或直接令「政府屋宇」受惠,作為「政府屋宇」「業主」的「財政司司長法團」便沒有責任作任何分擔;此外,「政府屋宇」的「業主」須對「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「雜項」或其它)的任何管理及保養費用承擔繳付的責任,除非及直至「政府屋宇」的「業主」,或「財政司司長法團」或「政府產業署署長」或其委託人或地政總署署長就此提名的人士(倘若「政府屋宇」的「業主」為「財政司司長法團」)事先書面批准該金額,惟「政府屋宇」的「業主」應負責的費用不應超過「政府屋宇」「管理份數」的數目分攤整個「屋苑」「管理份數」的總數目的應佔比例。
- xi. 根據「公契」第十一節第97條,儘管「公契」條款另有相反規定,「公契」條款不得禁止、防止、阻礙或影響成立或運作根據《安老院條例》(第459章)及其下的規例及任何修訂或替代法例定義之安老院(下稱「安老院」)及/或根據《殘疾人士院舍條例》(第613章)及其下的規例及任何修訂或替代法例定義之殘疾人士院舍(下稱「殘疾人士院舍」),或「該土地」或其任何部分或任何已建或擬建於「該土地」上的建築物或其任何部分作「安老院」及/或「殘疾人士院舍」用途。
- (ii) contribution to the Special Fund referred to in Clause 35(b) of Section VI of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be determined and approved in writing by F.S.I. or G.P.A. or its nominee(s) or such other person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred, in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate and for the avoidance of doubt, any contribution or payment under sub-clause (ii) of Clause 48(a) of Section VI of the DMC shall only be payable from the date of the assignment of the Government Accommodation to F.S.I. or the date of F.S.I. taking over the Government Accommodation, whichever is the earlier;
- (iii) insurance premium in respect of the Government Accommodation;
- (iv) debris removal fees;
- (v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges; or payment of a like nature.
- viii. Pursuant to Clause 48(b) of Section VI of the DMC, for the avoidance of doubt, save and except as provided under Clause No. 3.21(a)(ix)(i) of the said lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards any management and maintenance charges in respect of the remainder of the said land and the Estate and, in particular, shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.
- ix. Pursuant to Clause 53(a)(1)(xx) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the expenses for management, maintenance and repair of the Items.
- x. Pursuant to Clause 62(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC or the Sub-Deed (if any), F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director of Lands for this purpose, actually and directly serve or otherwise directly benefit the Government Accommodation, and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC, unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by F.S.I. or G.P.A. or its nominee(s) or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate.
- xi. Pursuant to Clause 97 of Section XI of the DMC, notwithstanding any other provisions to the contrary contained in the DMC, no provision in the DMC shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE") and/or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD"), or the use of the said land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE and/or RCHD.

公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

- xii. 根據「公契」第十一節第98(a)條，其中一個「住宅大廈的上落客貨停車位」須根據「該租契」條款第3.23(c)(ii)條供「長者日間護理中心」及「安老院舍」共用停泊私家小巴、救護車及其他根據《道路交通條例》(第374章)獲發牌的汽車。
- xiii. 根據「公契」第二附錄A部分第1(g)條，持有「該土地」及「屋苑」每份「不分割份數」之任何「業主」享有權利於所有合理時間，當事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，不論是否連同工人及不論是否備有裝備、設備及物料(視乎情況而定)進入「政府屋宇」或其任何部分並須盡量減低滋擾，或當事先得到「房委會屋宇」唯一「業主」的批准(在簽立「房委會屋宇」之任何「副公契」之前)(除了在緊急情況下)進入「房委會屋宇」或其任何部分，以對其「單位」進行任何保養及維修工程(「經理人」於「公契」下無須負責該等工程，及如無此進入權該等工程實際上不能進行)。惟該「業主」須對因此導致「政府屋宇」或「房委會屋宇」(視乎情況而定)之任何損壞而產生之費用及開支負責。
- xiv. 根據「公契」附表二A部第4條：
- (a) 「公契」豁免並保留給「政府」、地政總署署長及在「政府屋宇」根據「該租契」條款第3.20(d)條轉讓予「財政司司長法團」(就「公契」附表二A部第4(a)條而言，不包括其受讓人)後，以其絕對酌情權及可無須經「房委會」、「業主」及「經理人」贊同或批准或同意行使「公契」附表二A部第4(a)條所載的權利，以其絕對酌情權於任何時候更改或修訂「政府屋宇」或其任何部分的使用及總樓面面積，以及有權不論是否備有工具、設備、機械及機器進行建築工程(包括但不限於地政總署署長認為有需要進行的改建、變更、加建、擴展或改善工程)。「政府」、地政總署署長及「財政司司長法團」無須就地政總署署長或「財政司司長法團」為行使「公契」附表二A部第4條第(a)項賦予的權力所引致或附帶引起並對「房委會」或任何「業主」或「經理人」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「房委會」或任何「業主」或「經理人」亦不得就任何損失、損害、滋擾或干擾向「政府」、地政總署署長或「財政司司長法團」提出任何索償。
- (b) 除上述的權利及特權外，「財政司司長法團」、其承租人、租戶、獲許可人及獲其授權人士及「政府屋宇」現任業主或佔用人擁有下列權利、特權及地役權的權益：
- (i) 「政府屋宇」享有庇護、支撐物及保護的權利；
- (ii) 讓氣體、電力、食水、污水、空調、電話及所有其他服務任何時候自由透過現時或於「批租年期」內於「該土地」任何部分及「屋苑」任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；
- (iii) 於任何時候以其絕對酌情權，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而無須向「經理人」、「房委會」或「業主」支付任何費用，亦無須獲得「經理人」、「房委會」或「業主」任何批准或同意。惟在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對「該土地」內或屬於「該土地」或其任何部分並非專為「政府屋宇」而設的該等服務及設施造成損壞；
- xii. Pursuant to Clause 98(a) of Section XI of the DMC, one of the Loading and Unloading Spaces for the Residential Blocks shall be for the shared-use of the parking of private light buses, ambulances and other motor vehicles licensed under the Road Traffic Ordinance (Cap. 374) of the DE and the RCHE pursuant to Clause No. 3.23(c)(ii) of the said lease.
- xiii. Pursuant to Clause 1(g) in Part A of the Second Schedule to the DMC, each of the Undivided Shares of and in the said land and the Estate is held subject to the right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times (as the case may be) upon prior approval of F.S.I. or G.P.A. or its nominee(s) (except in the case of emergency) to enter upon the Government Accommodation or any part thereof with least disturbance being caused to it, or upon prior approval of the sole Owner of the HA Accommodation (prior to the execution of any Sub-Deed of the HA Accommodation) (except in the case of emergency), to enter upon the HA Accommodation or any part thereof for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under the DMC and which cannot practically be carried out without such access) PROVIDED THAT such Owner shall be liable for all costs and expenses incurred for any damage caused to such Government Accommodation or the HA Accommodation thereby (as the case may be).
- xiv. Pursuant to Clause 4 in Part A of the Second Schedule to the DMC:
- (a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause No. 3.20(d) of the said lease, F.S.I. (which, for the purpose of Clause 4(a) in Part A of the Second Schedule to the DMC, shall not include its assigns) the absolute right to alter or vary, in their absolute discretion at any time, the use and the gross floor area of the Government Accommodation or any part thereof and to carry out such building works including, but not limited to, alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Lands, with or without tools, equipment, plant and machinery, to effect the right as aforesaid in sub-clause (a) of Clause 4 in Part A of the Second Schedule to the DMC, without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to sub-clause (a) of Clause 4 in Part A of the Second Schedule to the DMC.
- (b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner or occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:-
- (i) the right of shelter, support and protection for the Government Accommodation;
- (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;
- (iii) the right, at its own cost, to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time, at its absolute discretion, without any charge by the Manager, the Authority or the Owners and without having to obtain the approval or consent of the Manager, the Authority or the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the said land or any part thereof which are not serving exclusively the Government Accommodation;

- (iv) 為正確地使用及享用「政府屋宇」或其任何部分為目的而通行及再通行、進出、往返及使用「公用地方與設施」，以及使用和享用「該土地」或其任何部分內或「屋苑」的任何公用設施的權利；
 - (v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入「該土地」或「屋苑」的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、改建、改建及其他工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、改建、改道、更改、重鋪及還原工程及其他工程；
 - (vi) 享有地政總署署長可能要求暢通無阻進出「政府屋宇」的通行權；
 - (vii) 「財政司司長法團」認為合適下在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該土地」或其任何部分或「屋苑」任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；
 - (viii) 固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他裝備、設施、裝置、固定裝置、附屬工程，機械及物料的通行權；
 - (ix) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該土地」或「屋苑」任何部分的相關通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料；
 - (x) 在構成「屋苑公用地方與設施」一部分的冷氣機平台(就該等冷氣機平台而言)及「政府屋宇」或其任何部分周圍及邊界上檢驗、安裝、保養、維修、拆卸、移除及翻新供「長者日間護理中心」、「長者鄰舍中心」及「安老院舍」運作的冷氣設備的權利，及進入上述冷氣機平台或其任何「財政司司長法團」認為合適的部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢驗、安裝、保養、維修、拆卸、移除及翻新此等冷氣設備；及
 - (xi) 根據「該租契」條款第3.21(a)(ix)(III)(J)條，地政總署署長視為必要或恰當的其他權利、特權及地役權。
- (c) 任何根據「公契」附表二A部第4條行使的地役權、權利及特權不須受限於「經理人」、「房委會」或「業主」的任何准許、批准或同意。
- (iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the said land or any part thereof or the Estate;
 - (v) the right at all reasonable times, with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works or other works to the Government Accommodation Services or any part thereof;
 - (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
 - (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the said land or any part thereof or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
 - (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
 - (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation, or any part thereof, on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material;
 - (x) the right to inspect, install, maintain, repair, demolish, remove and renew air-conditioning equipment for the operation of the DE, NEC and RCHE in the air-conditioner platforms (to the extent such air-conditioner platform(s) forms part of the Estate Common Areas and Facilities) around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the said air-conditioner platforms or any part thereof, with or without servants, workmen and others and with or without plant, equipment, machinery and material, for the purposes of inspecting, installing, maintaining, repairing, demolishing, removing and renewing such air-conditioning equipment; and
 - (xi) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause No. 3.21(a)(ix)(III)(J) of the said lease.
- (c) Any exercise of the easements, rights and privileges under Clause 4 in Part A of the Second Schedule to the DMC shall not be subject to any permission, approval or consent of the Manager, the Authority or the Owners.

- xv. 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」有全權及特權在事先合理發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人士等進入「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、水箱、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」以作為供「該土地」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」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「公契」或「副公契」(如有)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。及再且「經理人」根據「公契」第二附錄B部分第(a)條行使其進入權僅為保養及維修目標而進入「政府屋宇」或其任何部分時，「經理人」須事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。

2. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第4.11條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須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)，自行負責並對政府及其人員作出彌償，並使其持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

- xv. 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 reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to 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 said land 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 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 AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager shall first obtain the prior approval of F.S.I. or G.P.A. or its nominee(s) for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

2. Drains and Channels

(i) Relevant provisions of the land grant

Clause No. 4.11 of the Lease stipulates that:

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

(ii) 公契的有關條文

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

- i. 根據「公契」第四節第20條第(j)(1)及(2)項，「經理人」具有權力、職能與責任保持以下設施讓其處於運作良好及修繕妥當的狀態：
 - (1) 現時或其後任何時間位於「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「該土地」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。
- ii. 根據「公契」第四節第20(ay)條，「經理人」具有權力、職能與責任以令地政總署署長滿意的方式建造及保養「該租契」第4.11(a)條所指的排水渠及渠道。
- iii. 根據「公契」第四節第20(az)條，「經理人」具有權力、職能與責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
- iv. 根據「公契」第七節第53(a)(1)(iv)條，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」、「房委會屋宇」或「政府屋宇」而設者除外)，以及位於「該土地」內或外專為「該土地」及/或「屋苑」提供服務(專為「住宅大廈」、「房委會屋宇」或「政府屋宇」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53(b)(3)條，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」第十一節第95條，「業主」須自費以令地政總署署長滿意的方式，根據「該租契」條款第5.3(c)條維持、保養及維修所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

(ii) 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 20(j)(1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
 - (1) all water pumps, pumphouses, tanks, mains pipes, sewers, lavatories, drains water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.
 - (2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.
- ii. Pursuant to Clause 20(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 in Clause No. 4.11(a) of the said lease, to the satisfaction of the Director of Lands.
- iii. Pursuant to Clause 20(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, to the satisfaction of the Director of Lands.
- iv. Pursuant to Clause 53(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 Blocks, the HA Accommodation or the Government Accommodation) and the drains, nullahs, sewers, pipes, water mains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks, the HA Accommodation or the Government Accommodation), or that are required to be maintained under the said lease.
- v. Pursuant to Clause 53(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 and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, water mains and channels and such other areas serving exclusively the Residential Blocks.
- vi. Pursuant to Clause 95 of Section XI of the DMC, the Owners shall, at their own expense, uphold, maintain and repair, to the satisfaction of the Director of Lands, all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) pursuant to Clause No. 5.3(c) of the said lease.

- vii. 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」有全權及特權在事先合理發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人士等進入「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、水箱、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」以作為供「該土地」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「公契」或「副公契」(如有)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。及再且「經理人」根據「公契」第二附錄B部分第(a)條行使其進入權僅為保養及維修目標而進入「政府屋宇」或其任何部分時，「經理人」須事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。
- viii. 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其後任何時間可能位於相關「屋苑」業主擁有的「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」(不包括相關「屋苑」業主擁有的部分)的通行權。
- ix. 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」的部分出現缺陷的排水渠、排水口或連接至任何水廁設備或其他供水設備，及承擔上述排水渠、排水口及連接設備之失修所造成「屋苑」任何其他部分的損壞。
- vii. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager, with or without agents, surveyors, workmen and others, at all reasonable times on reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to 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 said land 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 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 AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager shall first obtain the prior approval of F.S.I. or G.P.A. or its nominee(s) for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.
- viii. Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held subject to the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by the relevant Owner(s) of such part of the Estate) 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 the relevant Owner(s) of such part of the Estate or any part or parts thereof.
- ix. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

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. 公用事業設施或其他服務

(i) 批地文件的有關條文

「該租契」條款第5.3(a)至(c)條訂明：

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

(ii) 公契的有關條文

請參閱上文第A2(ii)段。

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

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. Utility or Other Services

(i) Relevant provisions of the land grant

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraph A2(ii) above.

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

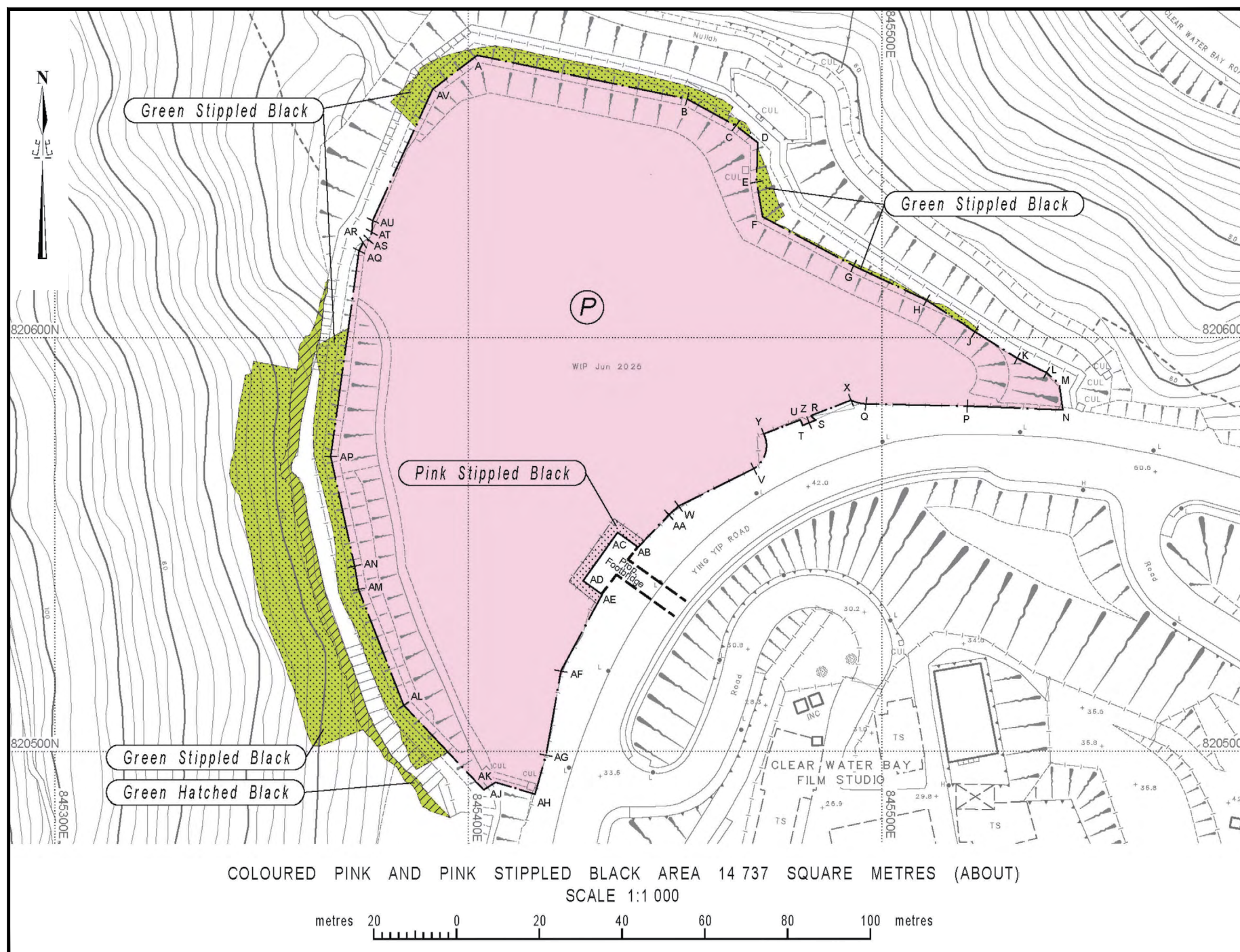
Not applicable.

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：本章節「公共設施及公眾休憩用地的資料」中提及「公契」條款摘錄自「公契」的最新擬稿。

Note: The provisions of the DMC set out under this Information on Public Facilities and Public Open Spaces are extracted from the latest draft DMC.



影輝苑「該租契」附圖(摘錄) Extract of Plan Annexed to the Lease of Ying Fai Court

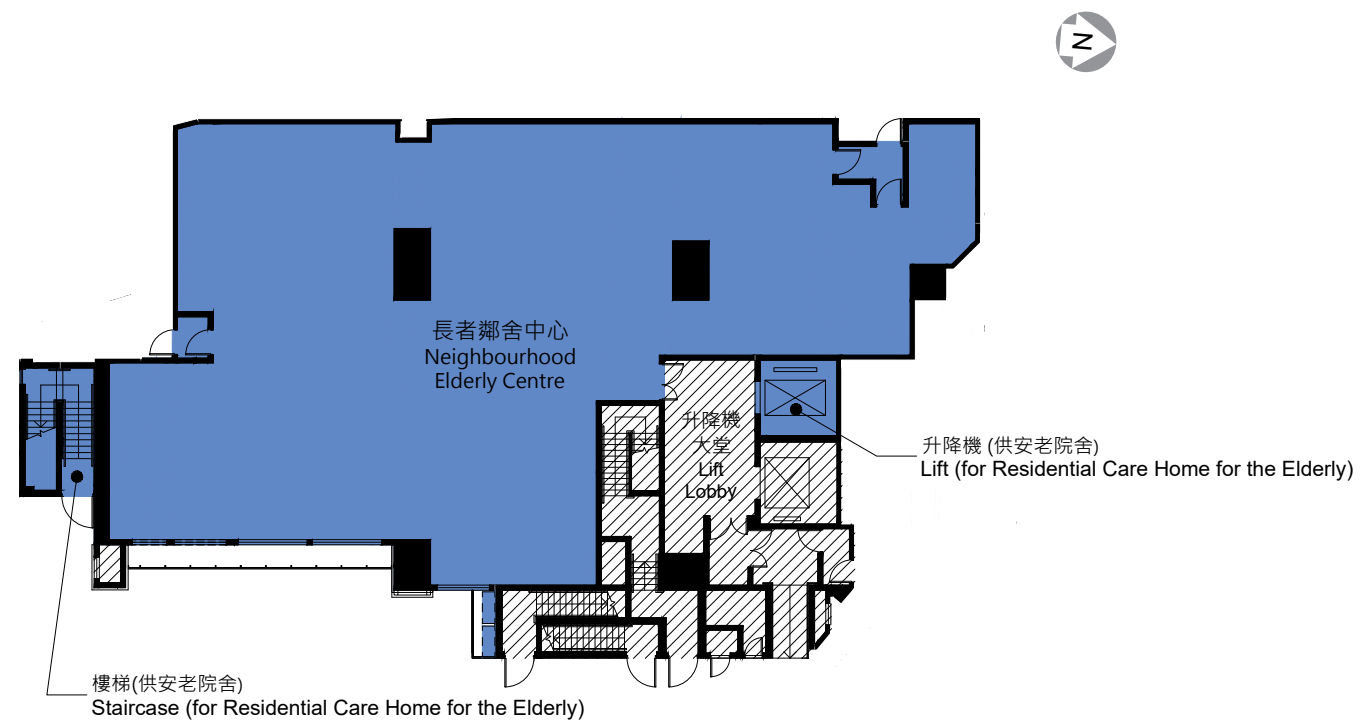


圖例 NOTATION

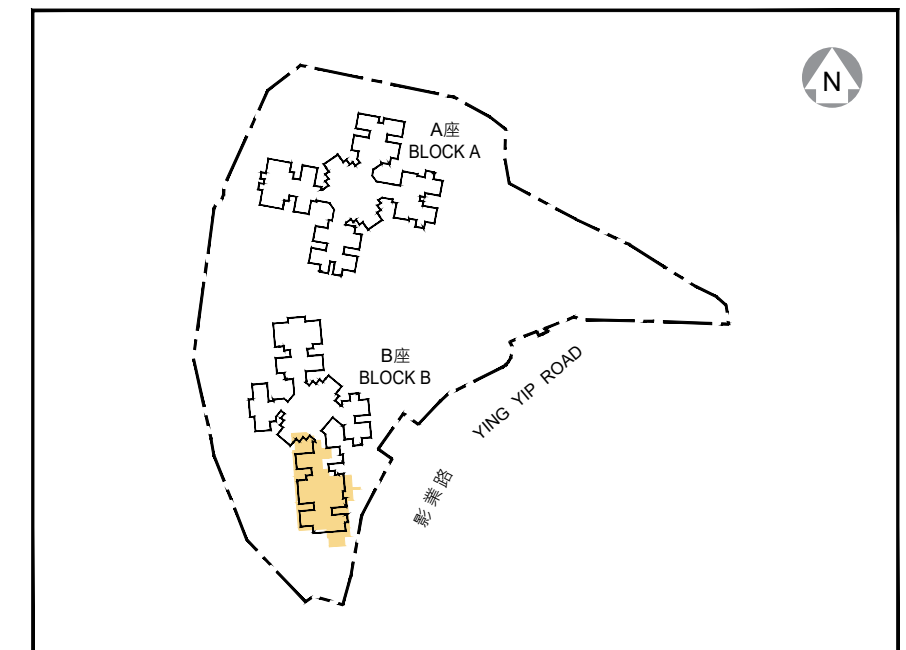
-  粉紅色加黑點 Pink Stippled Black
-  綠色加黑點 Green Stippled Black
-  綠色間黑色斜線 Green Hatched Black
-  擬建行人天橋 Prop. Footbridge
-  CUL 暗渠口 Culvert

政府屋宇-長者鄰舍中心及安老院舍
Government Accommodation - Neighbourhood Elderly Centre and
Residential Care Home for the Elderly

地庫平面圖
Basement Floor Plan



註：此平面圖是參考「公契」的最新擬稿製作。
Note: This layout plan is prepared with reference to the latest draft DMC.



指示圖 KEY PLAN

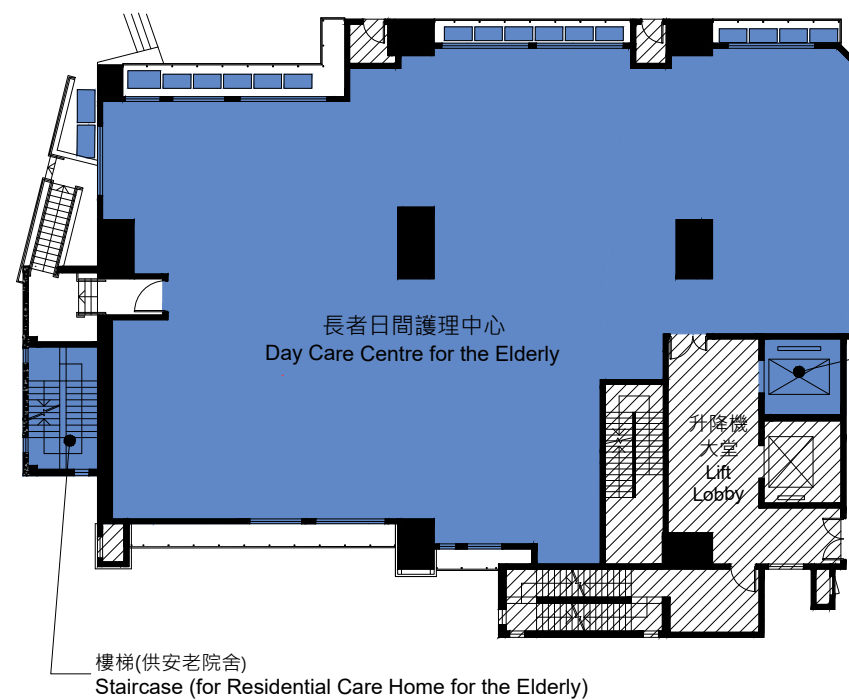
圖例 NOTATION

- 地界 Lot Boundary
- 政府屋宇 Government Accommodation
- ▨ 公用地方 Common Areas

比例尺 SCALE: 0 5 10 15 20 25 (米)
(m)

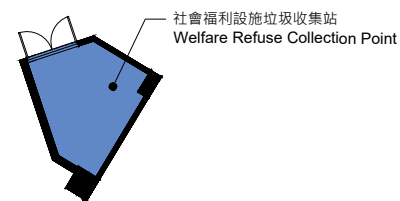
政府屋宇-長者日間護理中心、長者鄰舍中心及安老院舍
Government Accommodation - Day Care Centre for the Elderly,
Neighbourhood Elderly Centre and Residential Care Home for the Elderly

地下平面圖
Ground Floor Plan

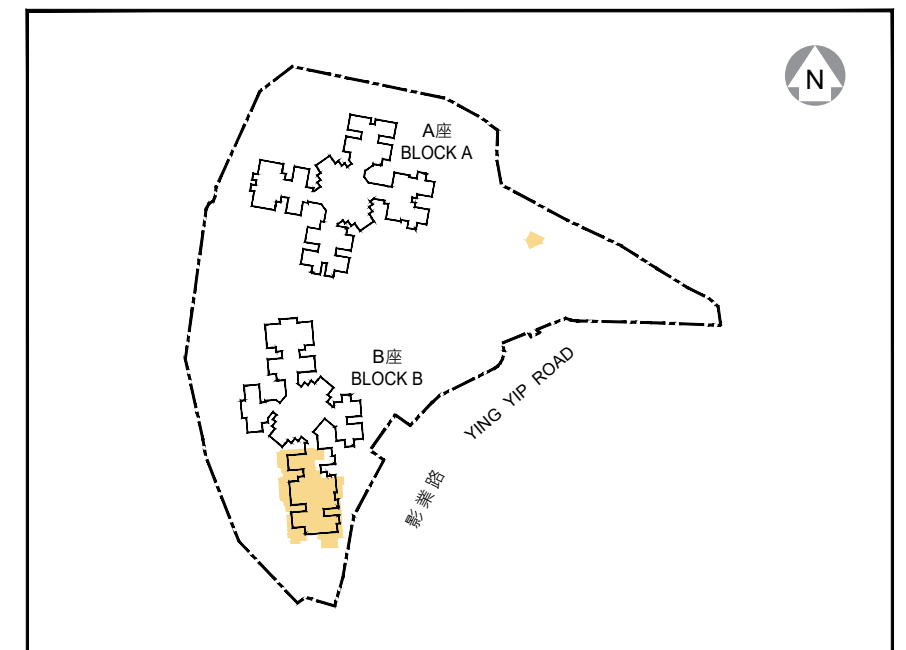


地下長者日間護理中心部分平面圖
GROUND FLOOR PART PLAN OF
DAY CARE CENTRE FOR THE ELDERLY

升降機 (供安老院舍)
Lift (for Residential Care Home
for the Elderly)



地下社會福利設施垃圾收集站部分平面圖
GROUND FLOOR PART PLAN OF
WELFARE REFUSE COLLECTION POINT



指示圖 KEY PLAN

圖例 NOTATION

- 地界 Lot Boundary
- 政府屋宇 Government Accommodation
- ▨ 公用地方 Common Areas

註：此平面圖是參考「公契」的最新擬稿製作。
Note: This layout plan is prepared with reference to the latest draft DMC.

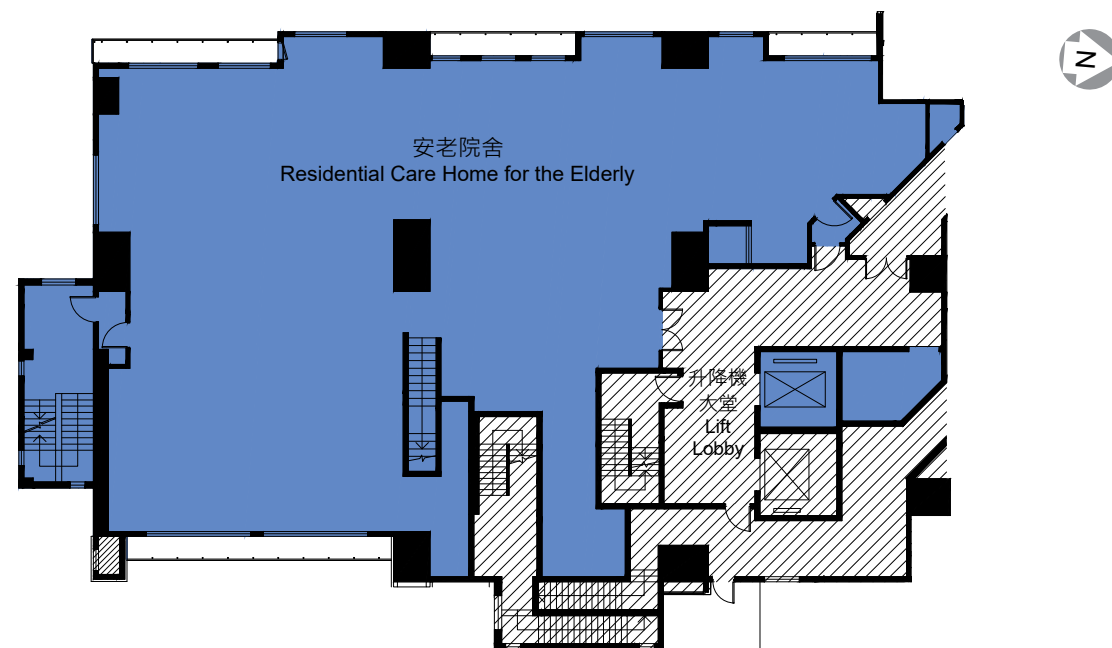
比例尺 SCALE: 0 5 10 15 20 25 (米)
(m)

政府屋宇-安老院舍

Government Accommodation - Residential Care Home for the Elderly

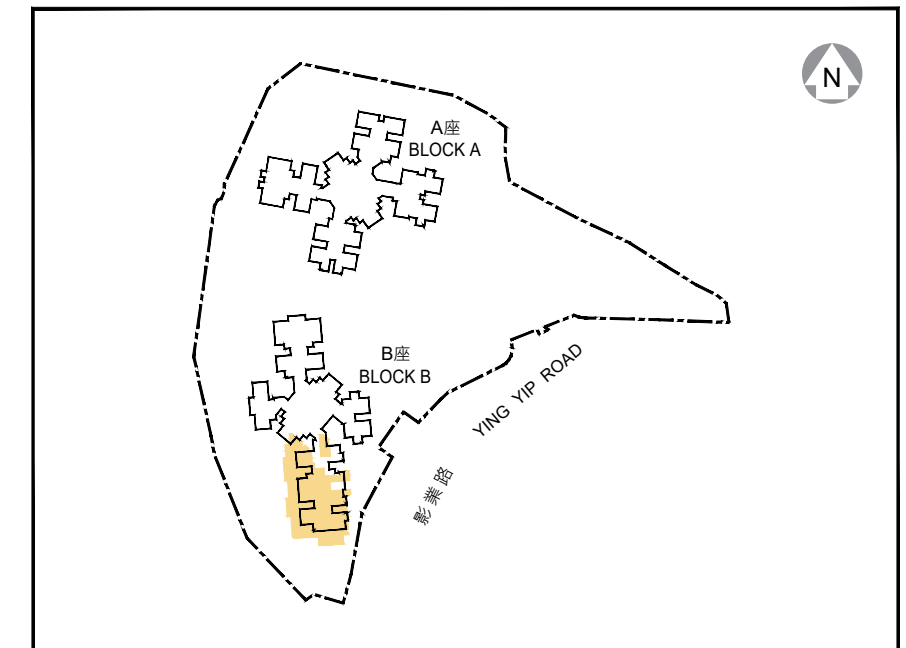
1樓平面圖

1/F Floor Plan



註：此平面圖是參考「公契」的最新擬稿製作。

Note: This layout plan is prepared with reference to the latest draft DMC.



指示圖 KEY PLAN

圖例 NOTATION

- 地界 Lot Boundary
- 政府屋宇 Government Accommodation
- ▨ 公用地方 Common Areas

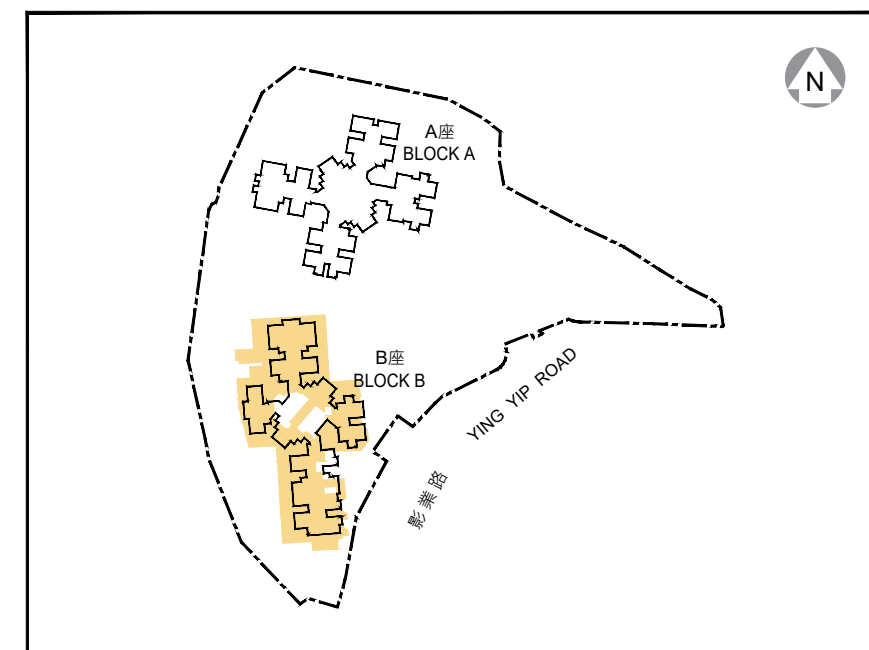
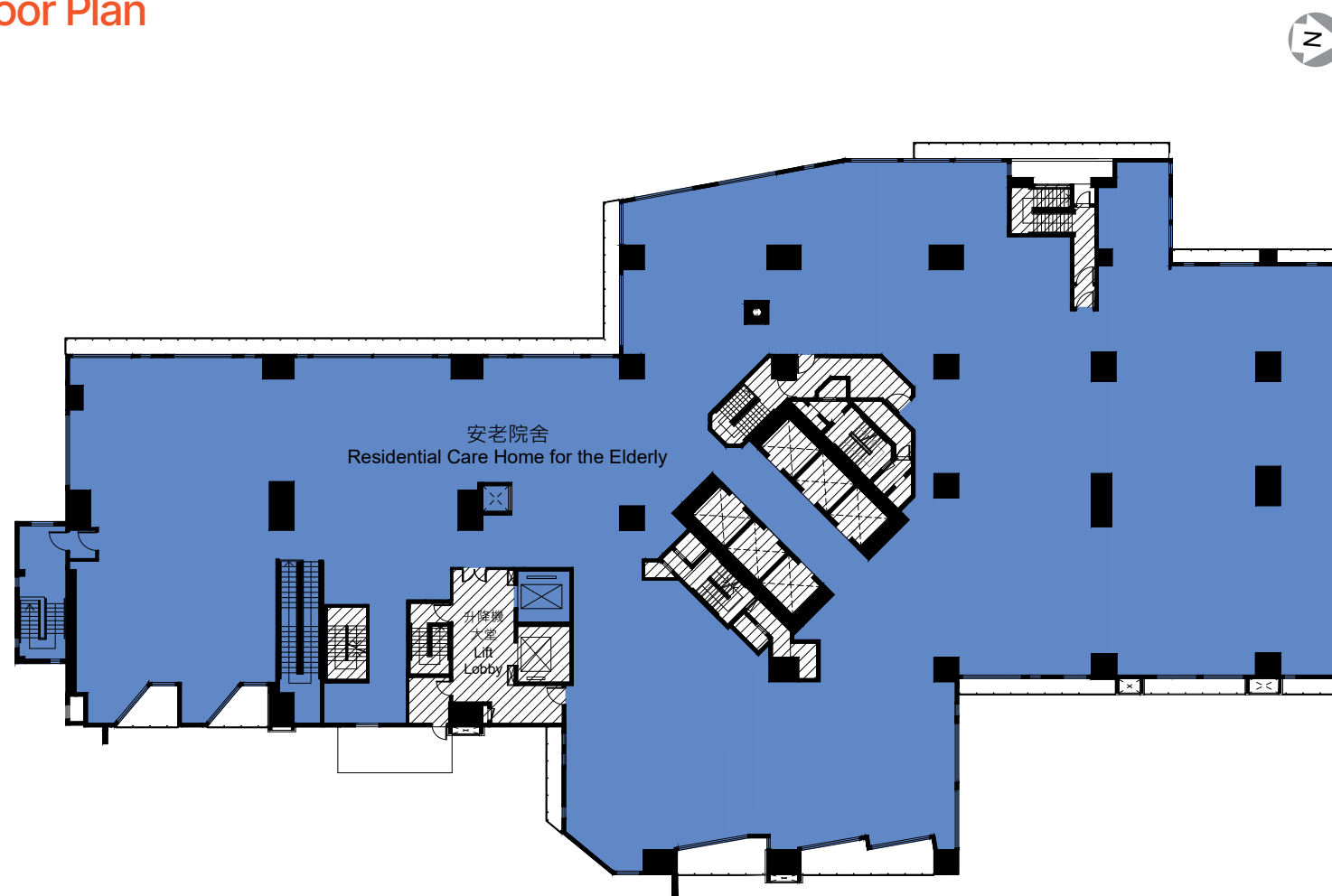
比例尺 SCALE: 0 5 10 15 20 25 (米) (m)

政府屋宇-安老院舍

Government Accommodation - Residential Care Home for the Elderly

2樓平面圖

2/F Floor Plan



指示圖 KEY PLAN

圖例 NOTATION

-  地界 Lot Boundary
-  政府屋宇 Government Accommodation
-  公用地方 Common Areas

註：此平面圖是參考「公契」的最新擬稿製作。
Note: This layout plan is prepared with reference to the latest draft DMC.

比例尺 SCALE: 0 5 10 15 20 25 (米)
(m)

政府屋宇-長者日間護理中心及安老院舍
Government Accommodation -
Day Care Centre for the Elderly and
Residential Care Home for the Elderly

1樓布局圖
First Floor Layout Plan



註：此平面圖是參考「公契」的最新擬稿製作。
Note: This layout plan is prepared with reference to the latest draft DMC.

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:

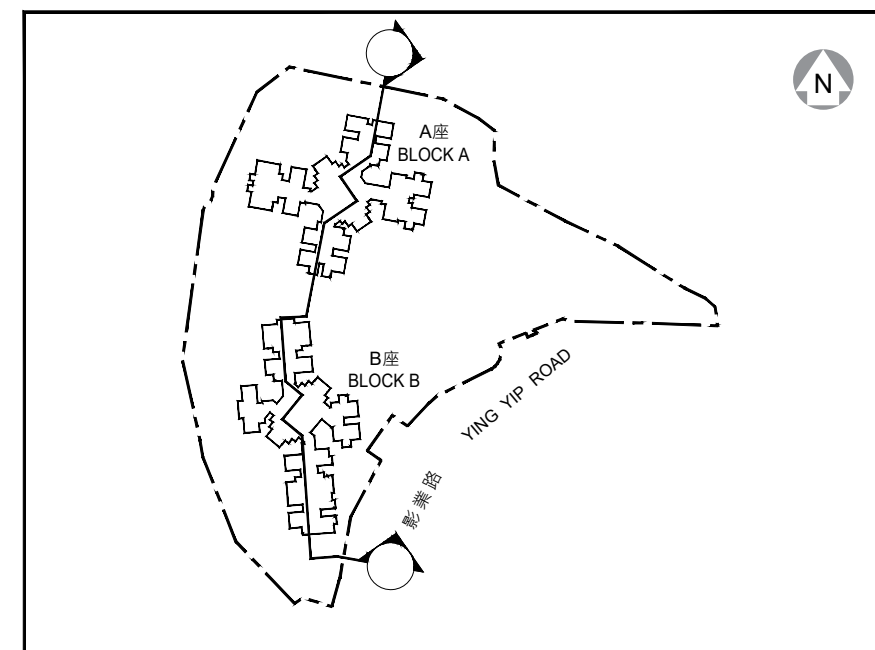
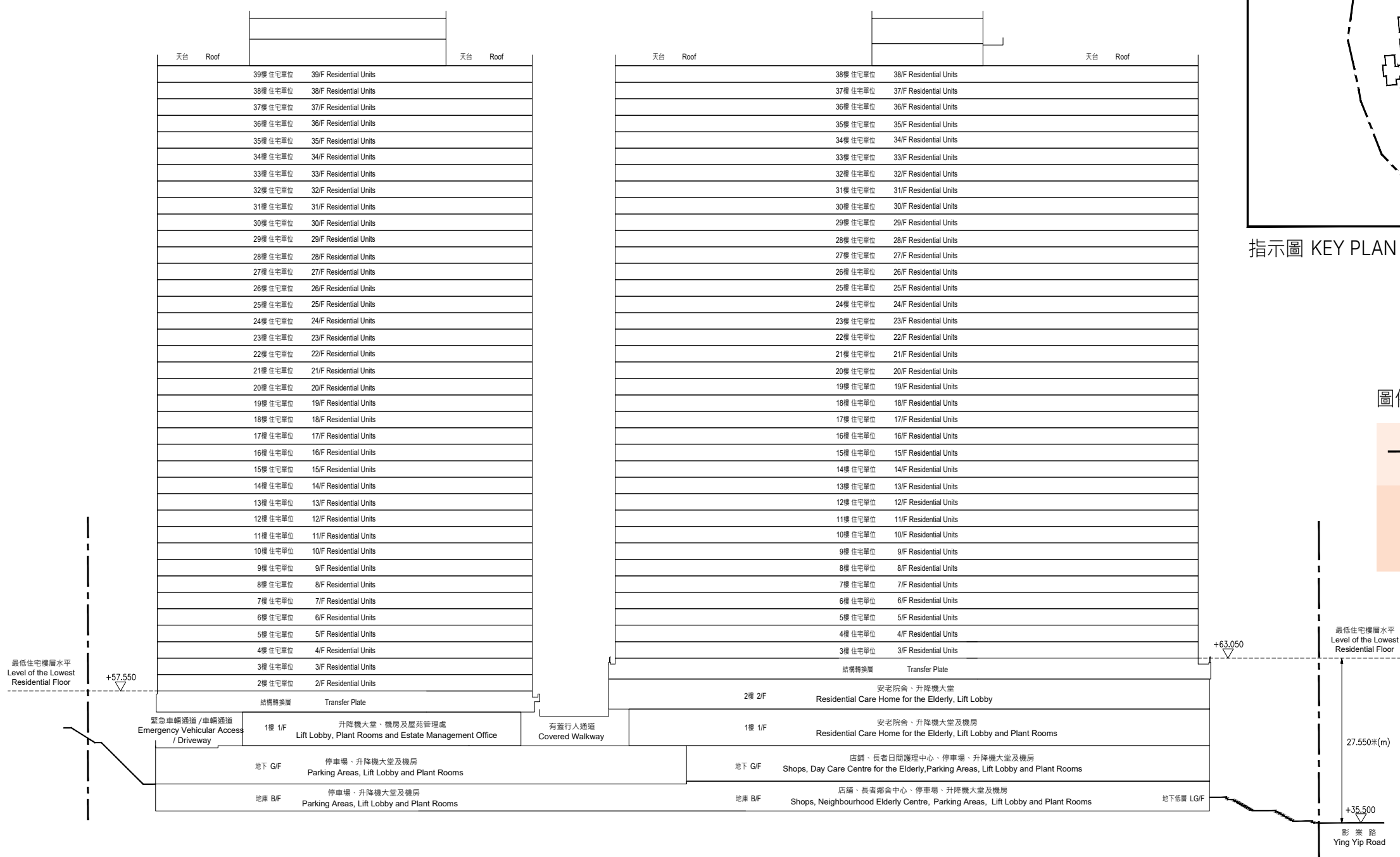
1. If the purchasers instruct a separate firm of solicitors of their choice to act for the purchasers in relation to their purchase, that firm of solicitors will be able to give independent advice to the purchasers at every stage of their purchase.
2. Although the purchasers will sign the agreement for 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

A座 Block A

B座 Block B



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(B座)的一段影業路為香港主水平基準以上35.500米。

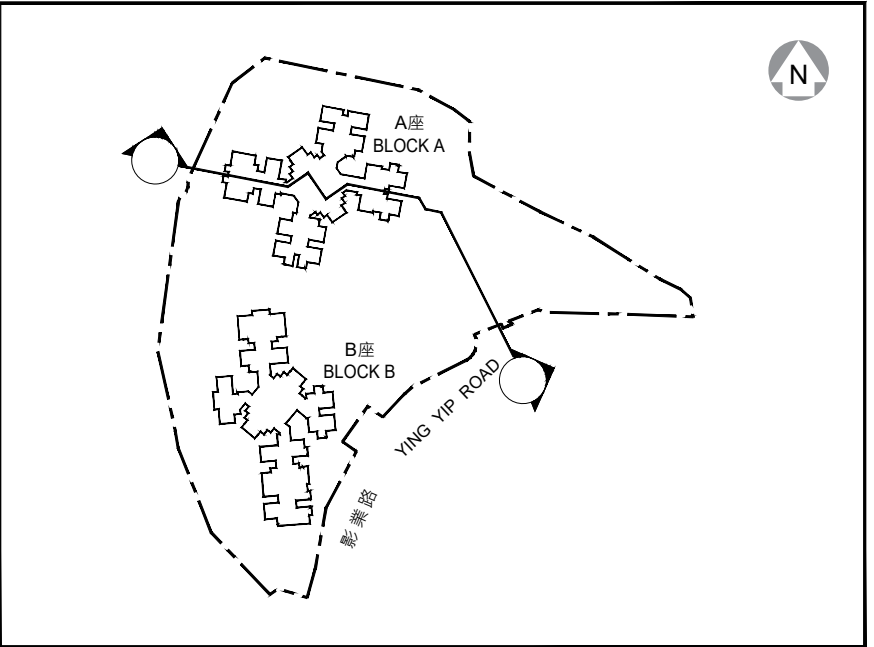
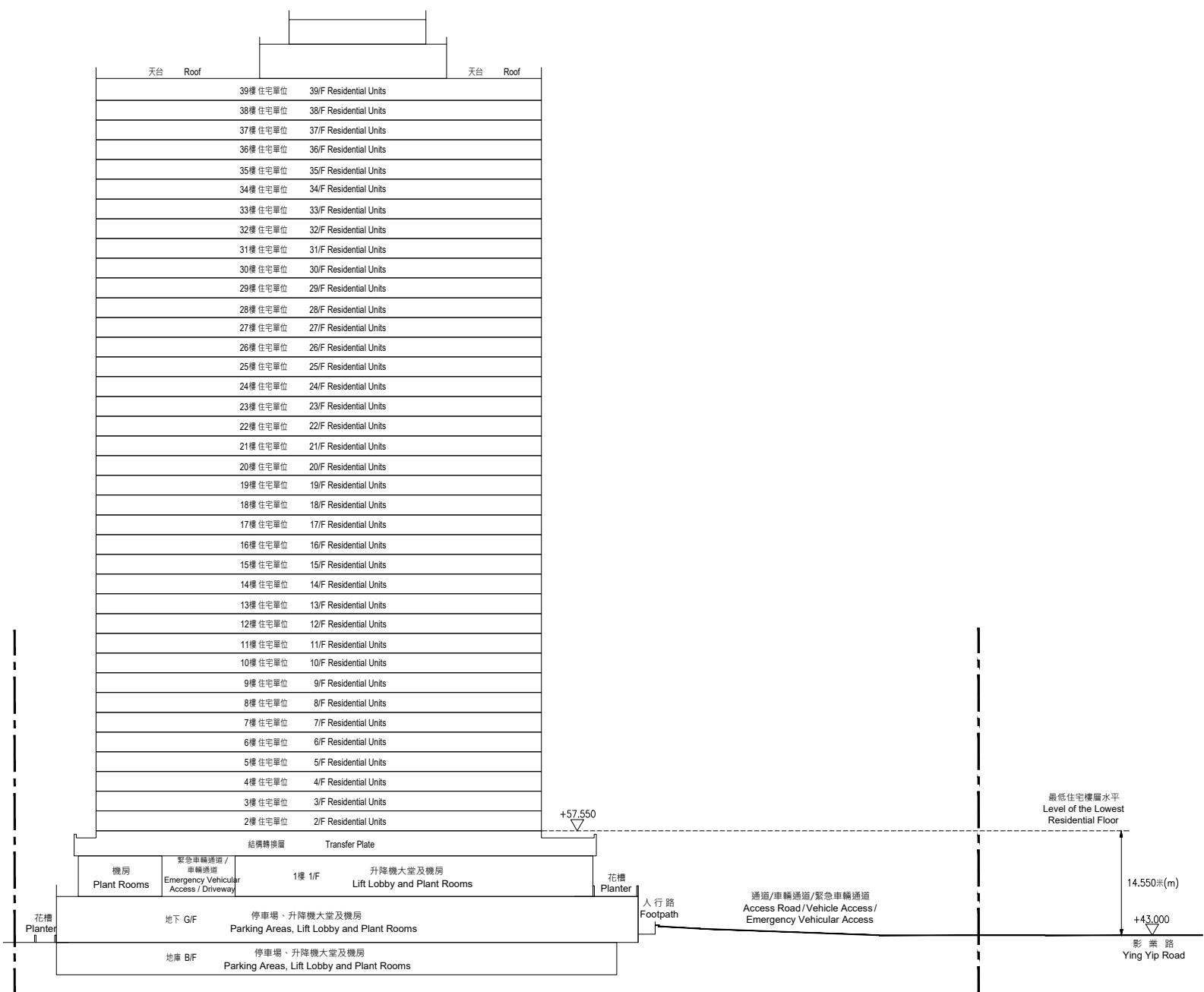
The part of Ying Yip Road adjacent to the building (Block B) is 35.500 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development

A座

Block A



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

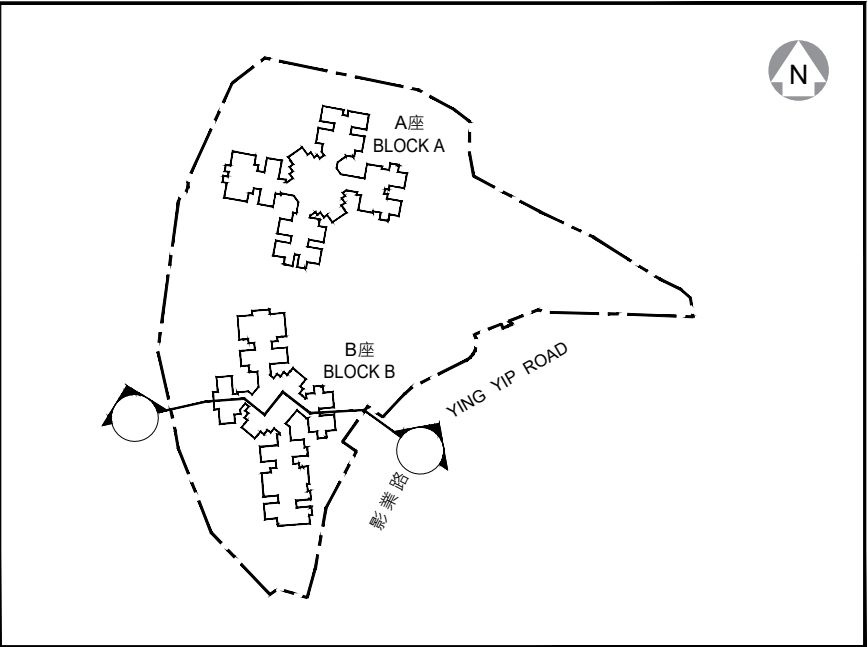
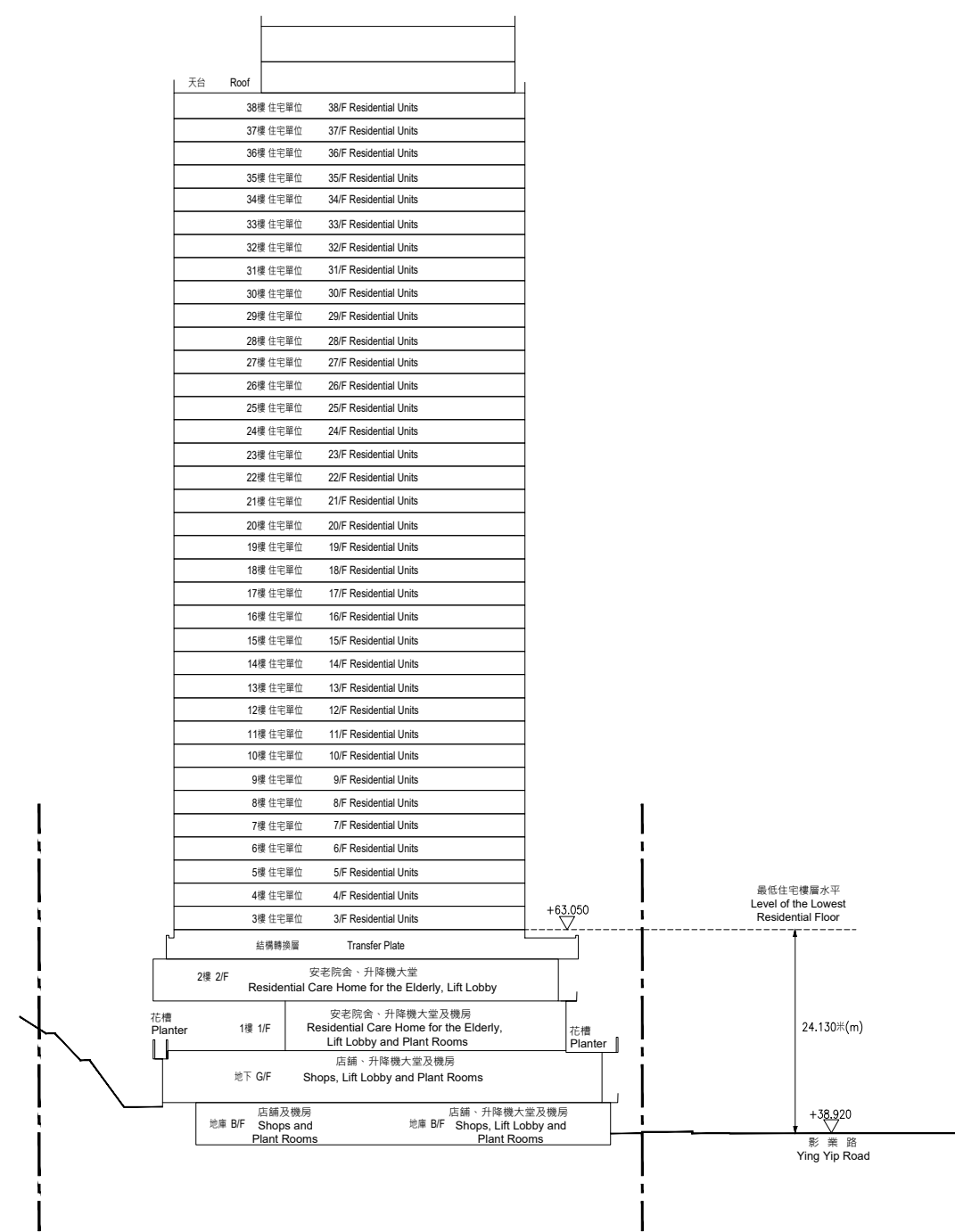
毗連建築物(A座)的一段影業路為香港主水平基準以上43.000米。
The part of Ying Yip Road adjacent to the building (Block A) is 43.000 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development

B座

Block B



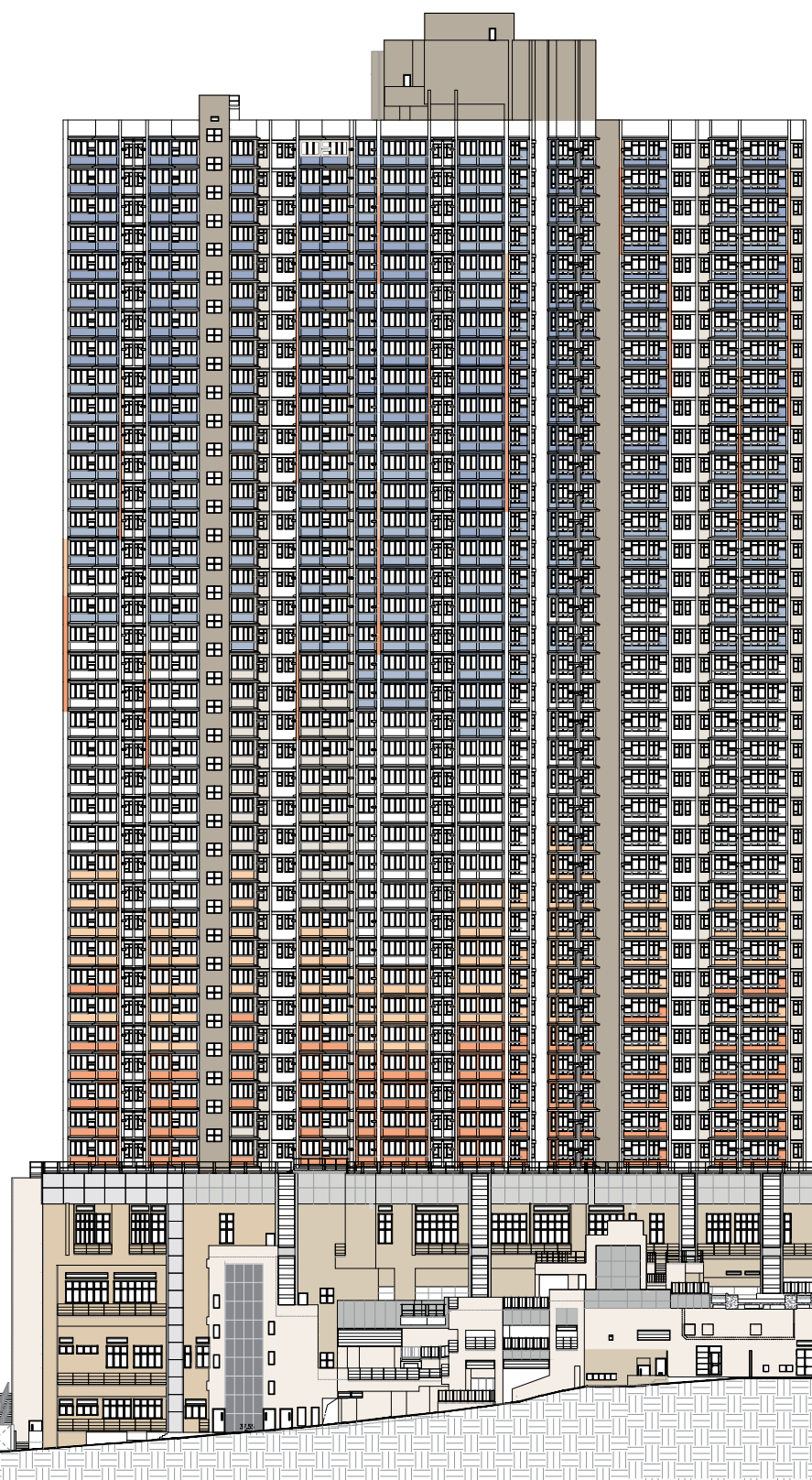
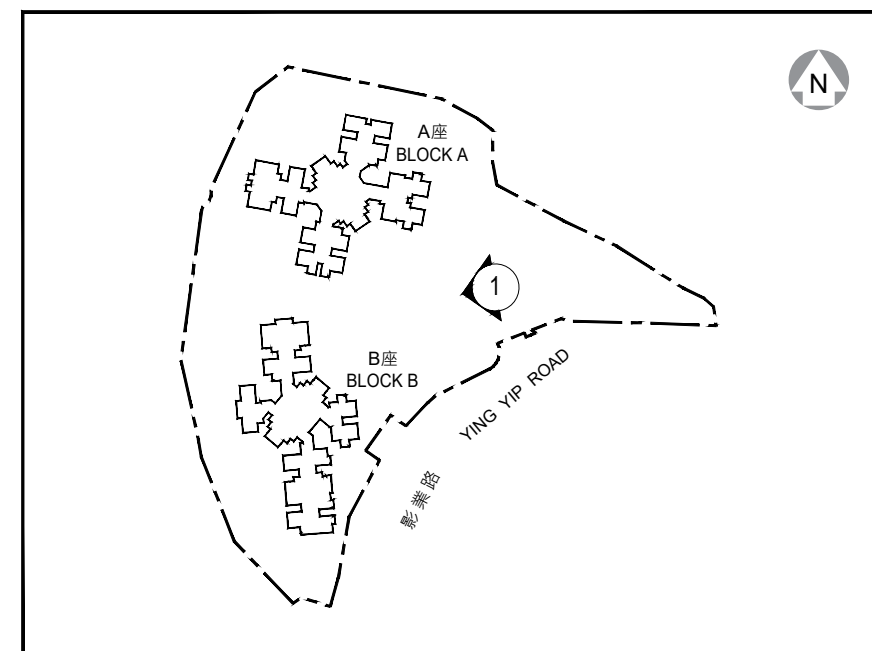
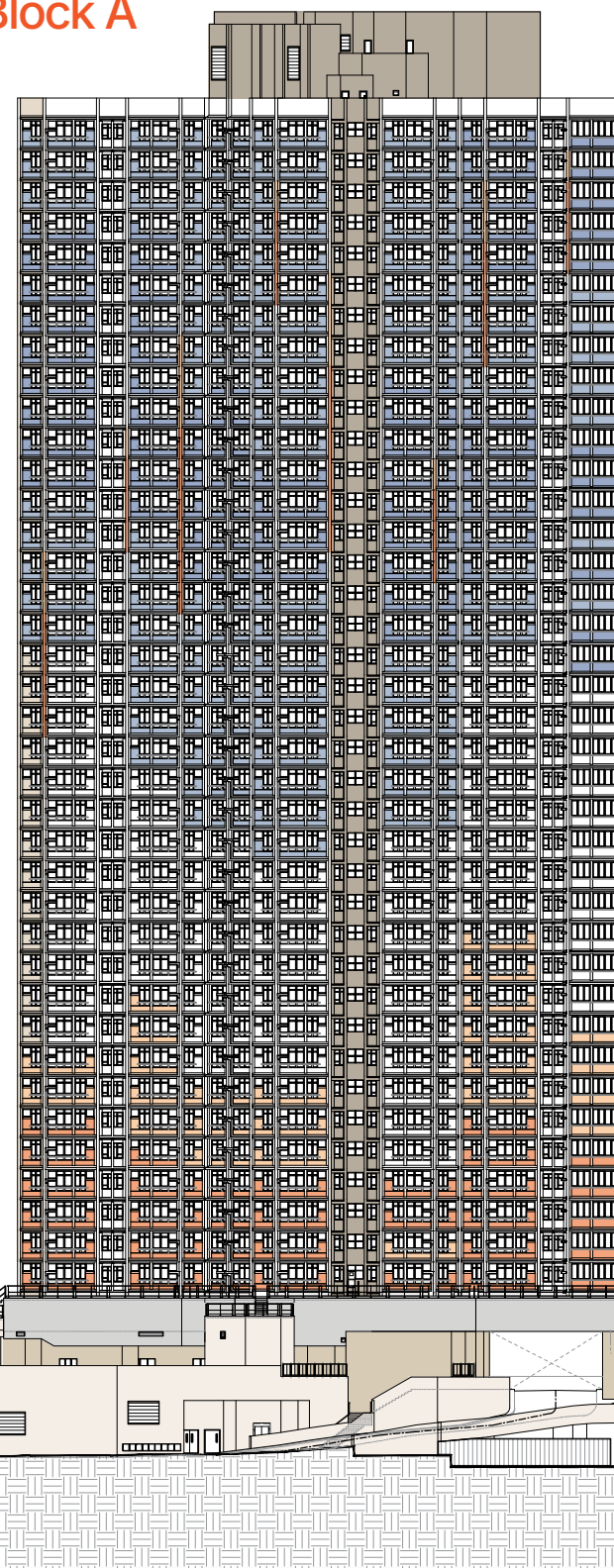
指示圖 KEY PLAN

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(B座)的一段影業路為香港主水平基準以上38.920米。

The part of Ying Yip Road adjacent to the building (Block B) is 38.920 metres above the Hong Kong Principal Datum.

B座
Block BA座
Block A

本圖所顯示的立面：

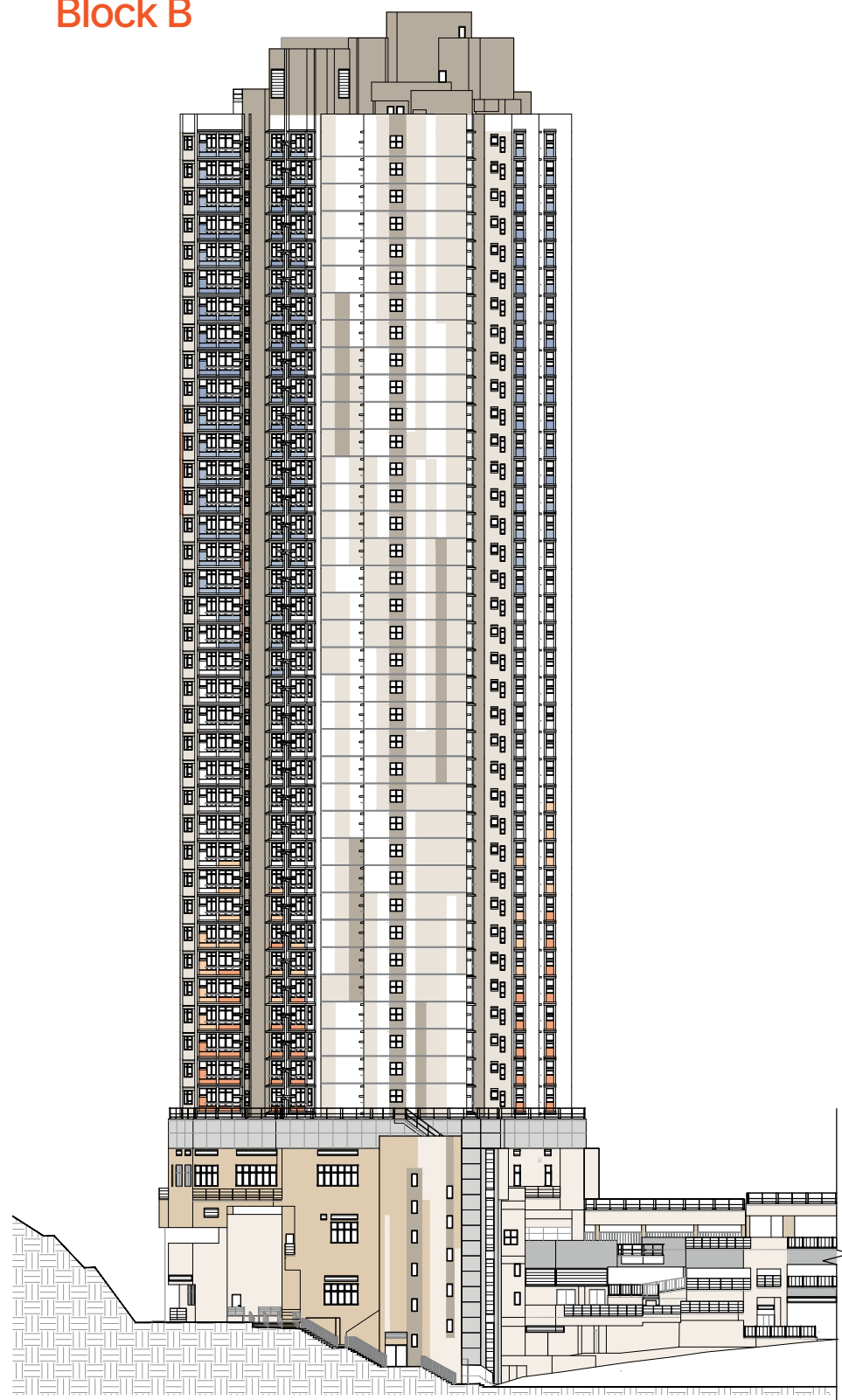
1. 以2026年6月8日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 8 June 2026; and
2. is in general accordance with the outward appearance of the Development.

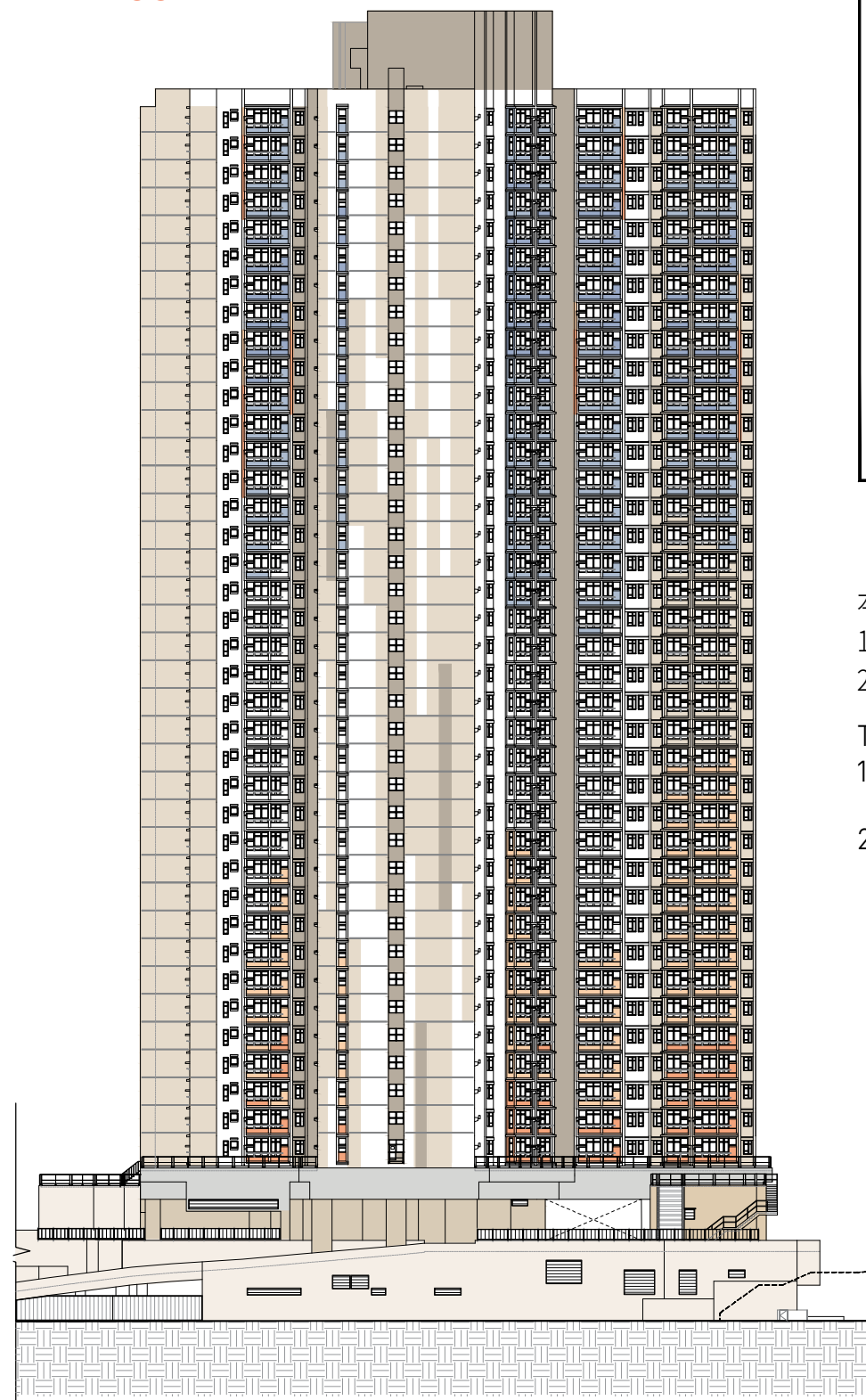
東面立面圖 "1"
East Elevation Plan "1"

B座
Block B

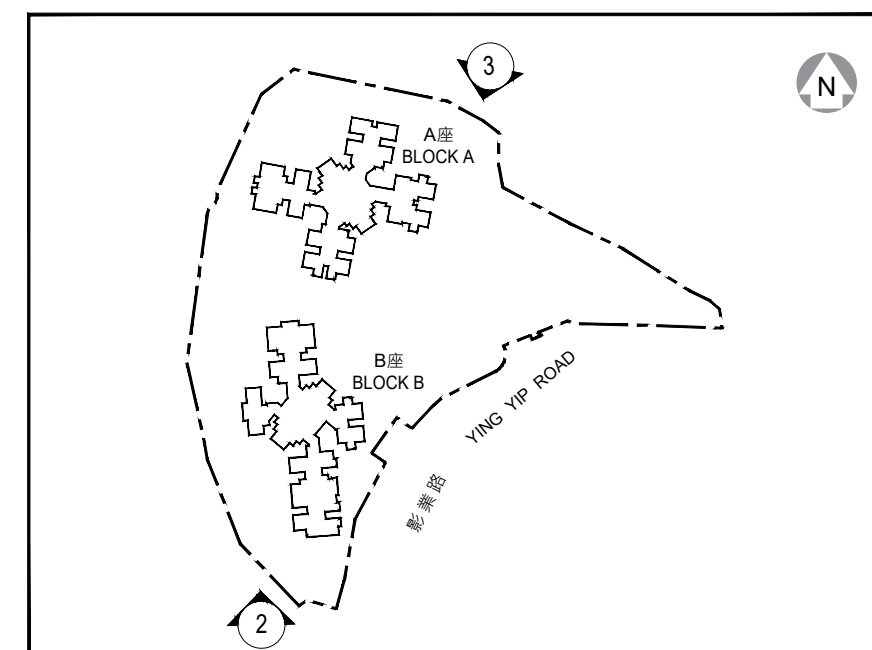


南面立面圖 "2"
South Elevation Plan "2"

A座
Block A



北面立面圖 "3"
North Elevation Plan "3"



本圖所顯示的立面：

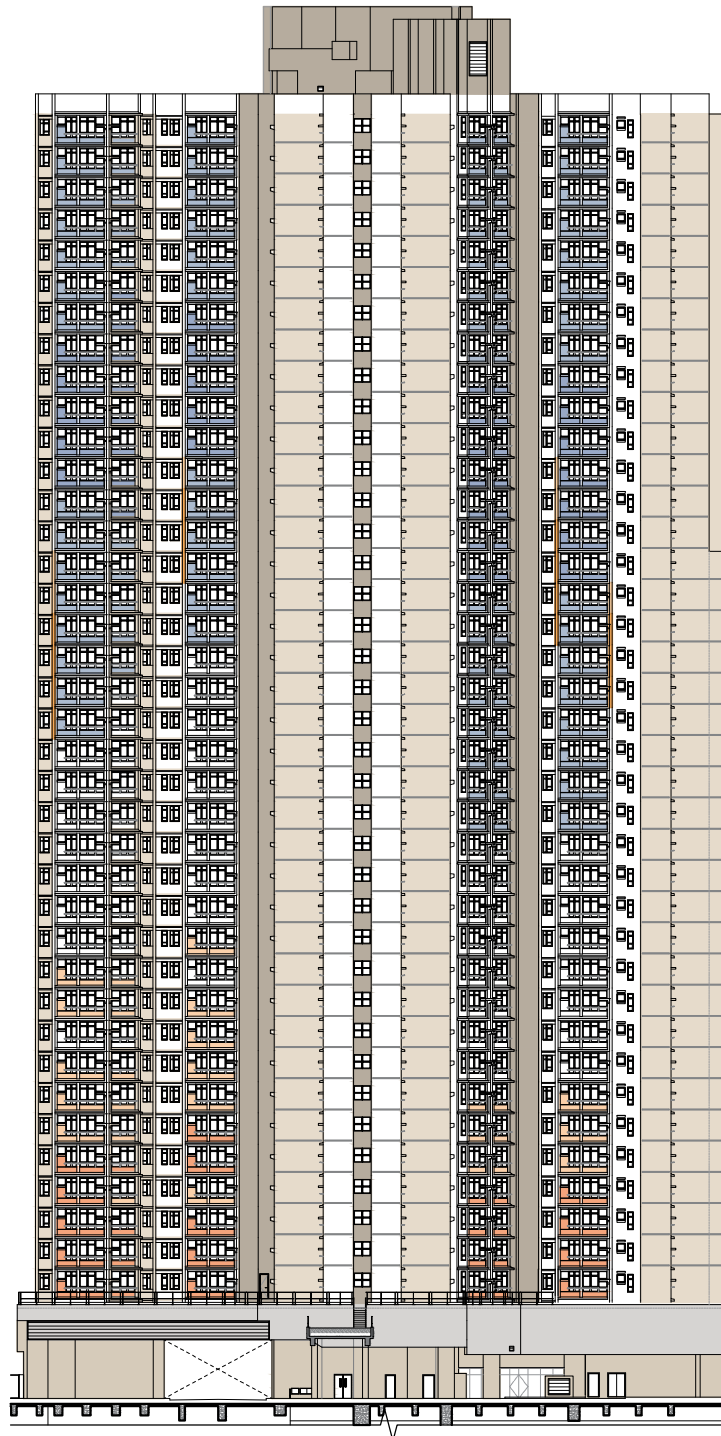
1. 以2026年6月8日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 8 June 2026; and
2. are in general accordance with the outward appearance of the Development.

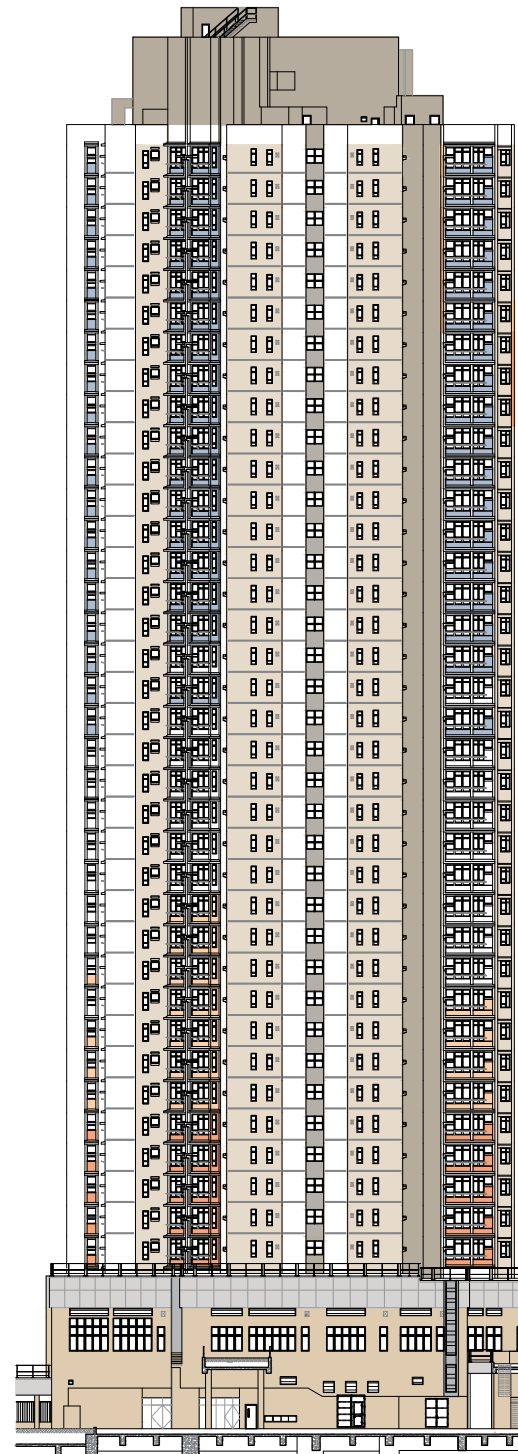
立面圖 Elevation Plan

A座 Block A

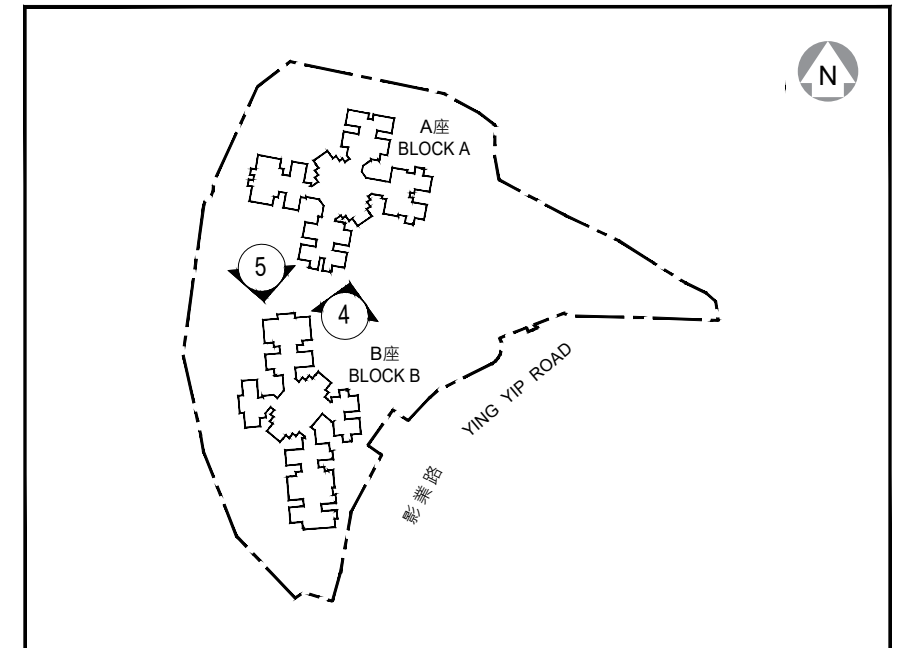


南面立面圖"4"
South Elevation Plan "4"

B座 Block B



北面立面圖"5"
North Elevation Plan "5"



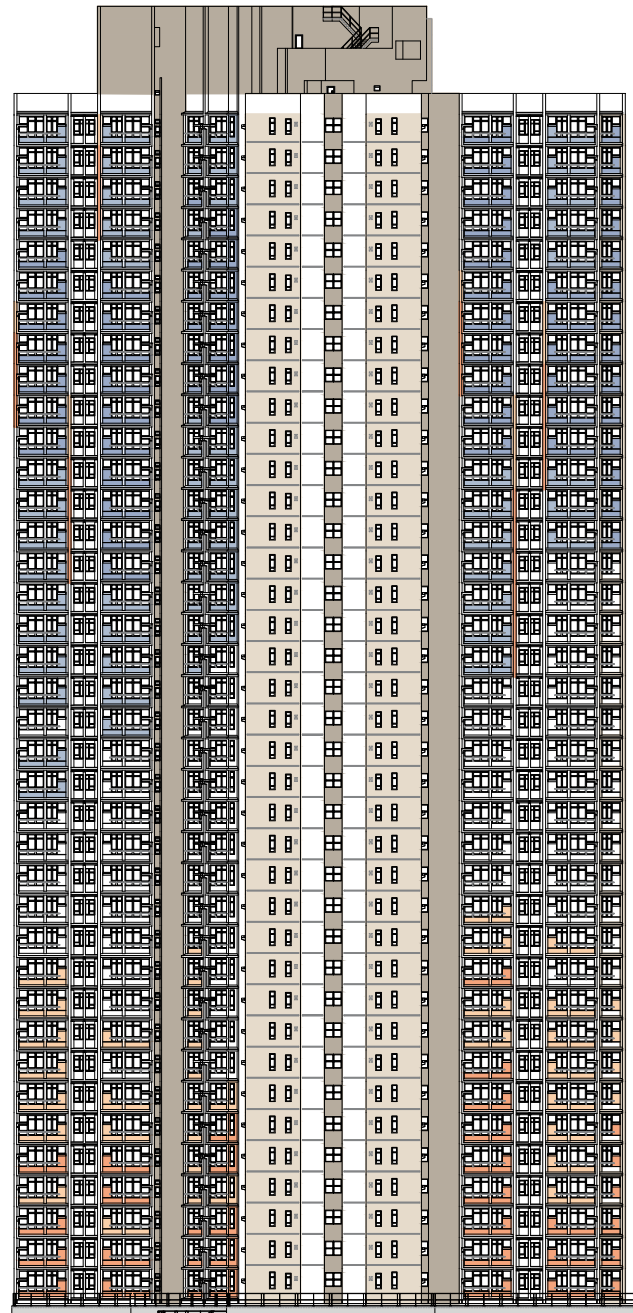
本圖所顯示的立面：

1. 以2026年3月5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。

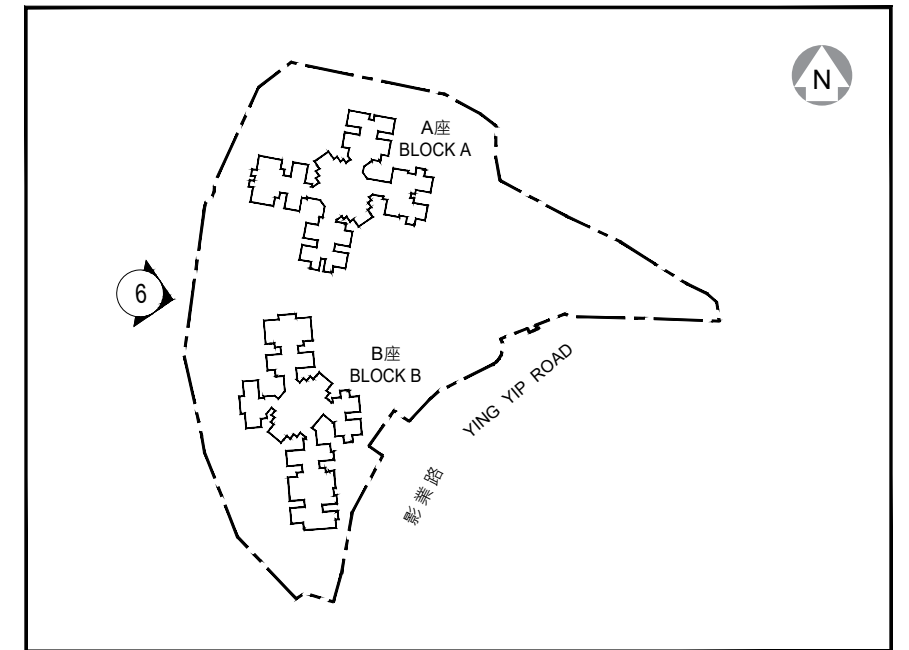
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 5 March 2026; and
2. are in general accordance with the outward appearance of the Development.

A座
Block A



B座
Block B



本圖所顯示的立面：

1. 以2026年6月8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 8 June 2026; and
2. is in general accordance with the outward appearance of the Development.

西面立面圖 "6"
West Elevation Plan "6"

		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.	21.7	380.0	401.8
	平方呎 sq.ft.	234	4,091	4,325

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.

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. 影輝苑的公契在將住宅物業提供出售的日期的最新擬稿的文本存放在住宅物業的售樓處於開放時間內以供閱覽。
3. 無須為閱覽付費。

1. A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
2. A copy of the latest draft of the Deed of Mutual Covenant in respect of Ying Fai Court as at the date on which the residential property is offered to be sold is available for inspection during opening hours at the place at which the residential property is offered to be sold.
3. The inspection is free of charge.

1 外部裝修物料 EXTERIOR FINISHES			
a	外牆 External wall	髹上外牆漆。平台外牆局部掛鋁板。	Finished with external paint. Some finished with aluminium cladding at external walls of podium.
b	窗 Windows	客/飯廳選用鋁質窗框配清玻璃或強化清玻璃。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。 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。 浴室選用鋁質窗框配壓花清玻璃或強化壓花清玻璃，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。	Aluminium window frame fitted with clear float glass or tempered 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. 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. Aluminium window frame fitted with clear patterned glass or tempered clear pattern 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.
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	不適用	Not applicable
f	乾衣設施 Drying facilities for clothing	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.

2 室內裝修物料 INTERIOR FINISHES			
a	大堂 Lobby	地下主入口大堂： 牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板設有鋁質條子天花及髹上乳膠漆。 標準樓層升降機大堂： 牆壁髹上外牆漆。地板和牆腳線以過底磚鋪砌。天花板髹上外牆漆。	Ground floor lobby: Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is fitted with aluminium strip suspended ceiling and emulsion paint. Typical floor lobby: Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.
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。地板及淋浴間以過底磚及人造麻石磚鋪砌。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 and shower area are finished with homogeneous tiles and artificial granite 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。	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.

裝置、裝修物料及設備

Fittings, Finishes and Appliances

3 室內裝置 INTERIOR FITTINGS			
a	門 Doors	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。 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。 廚房門： 廚房門選用漆面實心木門配防火玻璃及五金配件。	Flat entrance door: Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. 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. Kitchen door: Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盤、搪瓷水箱及坐廁、鍍鉻黃銅混合式面盆水龍頭、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、浴簾桿及玻璃強化塑膠扶手。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, chromium plated brass basin mixer, shower area finished with homogeneous tiles and artificial granite tiles, chromium plated brass shower mixer with shower set, curtain rail and glass reinforced plastic grab bar. 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及鍍鉻黃銅混合式洗滌盆水龍頭。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit and chromium plated brass sink mixer. 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 installation of TV/FM outlet by purchasers are provided in the living/dining room. For number of the outlets and reserved spaces, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
g	電力裝置 Electrical installations	各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
h	氣體供應 Gas supply	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	洗衣機接駁點 Washing machine connection point	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	供水 Water supply	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.

4 雜項 MISCELLANEOUS			
a	升降機 Lifts	六部「通力」牌無機房客用升降機 • 五部服務地面停車場的地下一層至1樓(型號為 KONE MonoSpace®) • 一部服務地下一層至2樓(型號為 KONE MonoSpace®) 六部「通力」牌客用升降機服務A座 • 三部客用升降機服務1樓(住宅大堂)至20樓(型號為 KONE MiniSpace™) • 三部客用升降機服務1樓(住宅大堂)及 21樓至39樓(型號為 KONE MiniSpace™) 六部「通力」牌客用升降機服務B座 • 三部客用升降機服務1樓(住宅大堂)及3樓至20樓(型號為 KONE MiniSpace™) • 三部客用升降機服務1樓(住宅大堂)及21樓至38樓(型號為 KONE MiniSpace™)	Six "KONE" machine-room-less passenger lifts • 5 nos. serving B/F of Ground Floor Parking Areas to 1/F (Model No. KONE MonoSpace®) • 1 no. serving B/F to 2/F (Model No. KONE MonoSpace®) Six "KONE" passenger lifts serving Block A • 3 passenger lifts serving 1/F(Domestic Lobby) to 20/F (Model No. KONE MiniSpace™) • 3 passenger lifts serving 1/F(Domestic Lobby) & 21/F to 39/F (Model No. KONE MiniSpace™) Six "KONE" passenger lifts serving Block B • 3 passenger lifts serving 1/F(Domestic Lobby) & 3/F to 20/F (Model No. KONE MiniSpace™) • 3 passenger lifts serving 1/F(Domestic Lobby) & 21/F to 38/F (Model No. KONE MiniSpace™)
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	A座的2樓至39樓及B座的3樓至38樓的公用地方設有垃圾及物料回收室和垃圾槽，於A座及B座1樓設有垃圾及物料回收房，並於地面設有垃圾車專用車位、廢物收集站及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 2/F to 39/F of Block A and 3/F to 38/F of Block B and refuse storage and material recovery chamber is provided on 1/F of Blocks A and B. A loading/unloading space reserved for refuse collection vehicle, junk collection points and refuse collection points are provided on the ground floor for centralized 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，各地庫及地下入口，各臨時庇護處，各頂層出口及外圍範圍狀況。閉路電視監控設備設於各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, basement and ground floor entrances, temporary refuge spaces, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of each residential building.
6	設備 APPLIANCES	
	每個單位的廚房或浴室設有一部「TGC」煤氣熱水爐(型號STW13SK)。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. STW13SK) is provided in the kitchen or bathroom 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.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			A座 BLOCK A											
			樓層 Floor	2樓至39樓 2/F to 39/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	5	5	3	2	2	4	4	4	3	3
	雙極開關掣	Double Pole Switch		2	4	4	2	1	1	3	3	3	2	2
	天花燈咀	Ceiling Lamp Holder		3	5	5	3	2	2	4	4	4	3	3
	13安培雙頭插座	13A Twin Socket Outlet		8	11	11	8	5	5	11	11	11	8	8
	電話插座	Telephone Outlet		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
	接駁器(註1)	Connection Unit (Note 1)		2	4	4	2	1	1	3	3	3	2	2
	空間預留給電視/調頻收音機插座 (註2)	Reserved Space for TV/FM Outlet (Note 2)		1	1	1	1	0	0	1	1	1	1	1
	門鈴	Door Bell		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
	大門電話對講機	Doorphone Hand set		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

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			A座 BLOCK A											
			樓層 Floor	2樓至39樓 2/F to 39/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11
浴室 Bathroom	燈掣	Lighting Switch		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
	雙極開關掣	Double Pole Switch		1	1	1	1	0	0	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		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
	接駁器(註3)	Connection Unit (Note 3)		1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		1	1	1	1	0	0	1	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	0	0	1	1	1	1	1
	5安培裝有熔斷器的煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		1	1	1	1	0	0	1	1	1	1	1
廚房 Kitchen	燈掣	Lighting Switch		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
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	1	1	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1
	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
	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

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			A座 BLOCK A										
樓層 Floor			2樓至39樓 2/F to 39/F										
單位 Flat			1	2	3	4	5	6	7	8	9	10	11
廚房 Kitchen	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
	接駁器(註7)	Connection Unit (Note 7)	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)	0	0	0	0	1	1	0	0	0	0	0
	煤氣供應接駁點	Town Gas Supply Connection Point	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
	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
	煤氣熱水爐	Town Gas Water Heater	0	0	0	0	1	1	0	0	0	0	0
	5安培裝有熔斷器的煤氣熱水爐 接駁器	Town Gas Water Heater 5A Fused Connection Unit	0	0	0	0	1	1	0	0	0	0	0
雙極開關掣			0	0	0	0	1	1	0	0	0	0	0

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

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

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			A座 BLOCK A										
			樓層 Floor	2樓至39樓 2/F to 39/F									
單位 Flat			12	13	14	15	16	17	18	19	20	21	22
客/飯廳 Living/Dining Room	燈掣	Lighting Switch	2	3	3	2	3	2	2	3	3	3	4
	雙極開關掣	Double Pole Switch	1	2	2	1	2	1	1	2	2	2	3
	天花燈咀	Ceiling Lamp Holder	2	3	3	2	3	2	2	3	3	3	4
	13安培雙頭插座	13A Twin Socket Outlet	5	8	8	5	8	5	5	8	8	8	11
	電話插座	Telephone Outlet	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
	接駁器(註1)	Connection Unit (Note 1)	1	2	2	1	2	1	1	2	2	2	3
	空間預留給電視/調頻收音機插座 (註2)	Reserved Space for TV/FM Outlet (Note 2)	0	1	1	0	1	0	0	1	1	1	1
	門鈴	Door Bell	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
	大門電話對講機	Doorphone Hand set	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	

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

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

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			A座 BLOCK A										
			樓層 Floor	2樓至39樓 2/F to 39/F									
單位 Flat			12	13	14	15	16	17	18	19	20	21	22
浴室 Bathroom	燈掣	Lighting Switch	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
	雙極開關掣	Double Pole Switch	0	1	1	0	1	0	0	1	1	1	1
	天花燈咀	Ceiling Lamp Holder	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
	接駁器(註3)	Connection Unit (Note 3)	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)	0	1	1	0	1	0	0	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater	0	1	1	0	1	0	0	1	1	1	1
	5安培裝有熔斷器的煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit	0	1	1	0	1	0	0	1	1	1	1
廚房 Kitchen	燈掣	Lighting Switch	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
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet	1	2	2	1	2	1	1	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1
	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
	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

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

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

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			A座 BLOCK A										
		樓層 Floor	2樓至39樓 2/F to 39/F										
		單位 Flat	12	13	14	15	16	17	18	19	20	21	22
廚房 Kitchen	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
	接駁器(註7)	Connection Unit (Note 7)	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)	1	0	0	1	0	1	1	0	0	0	0
	煤氣供應接駁點	Town Gas Supply Connection Point	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
	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
	煤氣熱水爐	Town Gas Water Heater	1	0	0	1	0	1	1	0	0	0	0
	5安培裝有熔斷器的煤氣熱水爐 接駁器	Town Gas Water Heater 5A Fused Connection Unit	1	0	0	1	0	1	1	0	0	0	0
	雙極開關掣	Double Pole Switch	1	0	0	1	0	1	1	0	0	0	0

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			B座 BLOCK B											
			樓層 Floor	3樓至38樓 3/F to 38/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		4	2	3	3	2	3	2	2	5	5	3
	雙極開關掣	Double Pole Switch		3	1	2	2	1	2	1	1	4	4	2
	天花燈咀	Ceiling Lamp Holder		4	2	3	3	2	3	2	2	5	5	3
	13安培雙頭插座	13A Twin Socket Outlet		11	5	8	8	5	8	5	5	11	11	8
	電話插座	Telephone Outlet		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
	接駁器(註1)	Connection Unit (Note 1)		3	1	2	2	1	2	1	1	4	4	2
	空間預留給電視/調頻收音機插座 (註2)	Reserved Space for TV/FM Outlet (Note 2)		1	0	1	1	0	1	0	0	1	1	1
	門鈴	Door Bell		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
	大門電話對講機	Doorphone Hand set		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

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			B座 BLOCK B											
			樓層 Floor	3樓至38樓 3/F to 38/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11
浴室 Bathroom	燈掣	Lighting Switch		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
	雙極開關掣	Double Pole Switch		1	0	1	1	0	1	0	0	1	1	1
	天花燈咀	Ceiling Lamp Holder		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
	接駁器(註3)	Connection Unit (Note 3)		1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		1	0	1	1	0	1	0	0	1	1	1
	煤氣熱水爐	Town Gas Water Heater		1	0	1	1	0	1	0	0	1	1	1
	5安培裝有熔斷器的煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		1	0	1	1	0	1	0	0	1	1	1
廚房 Kitchen	燈掣	Lighting Switch		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
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	1	2	2	1	2	1	1	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1
	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
	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

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			B座 BLOCK B										
		樓層 Floor	3樓至38樓 3/F to 38/F										
		單位 Flat	1	2	3	4	5	6	7	8	9	10	11
廚房 Kitchen	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
	接駁器(註7)	Connection Unit (Note 7)	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)	0	1	0	0	1	0	1	1	0	0	0
	煤氣供應接駁點	Town Gas Supply Connection Point	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
	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
	煤氣熱水爐	Town Gas Water Heater	0	1	0	0	1	0	1	1	0	0	0
	5安培裝有熔斷器的煤氣熱水爐 接駁器	Town Gas Water Heater 5A Fused Connection Unit	0	1	0	0	1	0	1	1	0	0	0
		雙極開關掣	Double Pole Switch	0	1	0	0	1	0	1	1	0	0

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

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

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			B座 BLOCK B										
			樓層 Floor	3樓至38樓 3/F to 38/F									
單位 Flat			12	13	14	15	16	17	18	19	20	21	22
客/飯廳 Living/Dining Room	燈掣	Lighting Switch	2	3	3	4	3	2	3	2	2	3	3
	雙極開關掣	Double Pole Switch	1	2	2	3	2	1	2	1	1	2	2
	天花燈咀	Ceiling Lamp Holder	2	3	3	4	3	2	3	2	2	3	3
	13安培雙頭插座	13A Twin Socket Outlet	5	8	8	11	8	5	8	5	5	8	8
	電話插座	Telephone Outlet	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
	接駁器(註1)	Connection Unit (Note 1)	1	2	2	3	2	1	2	1	1	2	2
	空間預留給電視/調頻收音機插座 (註2)	Reserved Space for TV/FM Outlet (Note 2)	0	1	1	1	1	0	1	0	0	1	1
	門鈴	Door Bell	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
	大門電話對講機	Doorphone Hand set	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

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

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

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			B座 BLOCK B											
			樓層 Floor	3樓至38樓 3/F to 38/F										
			單位 Flat	12	13	14	15	16	17	18	19	20	21	22
浴室 Bathroom	燈掣	Lighting Switch		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
	雙極開關掣	Double Pole Switch		0	1	1	1	1	0	1	0	0	1	1
	天花燈咀	Ceiling Lamp Holder		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
	接駁器(註3)	Connection Unit (Note 3)		1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		0	1	1	1	1	0	1	0	0	1	1
	煤氣熱水爐	Town Gas Water Heater		0	1	1	1	1	0	1	0	0	1	1
	5安培裝有熔斷器的煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		0	1	1	1	1	0	1	0	0	1	1
廚房 Kitchen	燈掣	Lighting Switch		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
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		1	2	2	2	2	1	2	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
	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
	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

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

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

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties			B座 BLOCK B										
樓層 Floor			3樓至38樓 3/F to 38/F										
單位 Flat			12	13	14	15	16	17	18	19	20	21	22
廚房 Kitchen	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
	接駁器(註7)	Connection Unit (Note 7)	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)	1	0	0	0	0	1	0	1	1	0	0
	煤氣供應接駁點	Town Gas Supply Connection Point	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
	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
	煤氣熱水爐	Town Gas Water Heater	1	0	0	0	0	1	0	1	1	0	0
	5安培裝有熔斷器的煤氣熱水爐 接駁器	Town Gas Water Heater 5A Fused Connection Unit	1	0	0	0	0	1	0	1	1	0	0
	雙極開關掣	Double Pole Switch	1	0	0	0	0	1	0	1	1	0	0

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買家自行安裝有關插座。

3. 安裝於浴室之接駁器供抽氣扇接駁之用。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7. 安裝於廚房之接駁器供抽氣扇接駁之用。

8. 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-conditioners.

2. The space is reserved for installation of TV/FM outlet by purchasers and is covered with blank cover plate.

3. The Connection Unit installed inside bathroom is for connecting exhaust fan.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.

6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.

7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

8. The Connection Unit installed inside kitchen is for connecting town gas water heater.

不適用 Not applicable

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.

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.

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.

A. 根據批地文件的規定，該發展項目中住宅物業的業主須自費維修斜坡。有關規定的條款如下：

「該租契」(見批地文件摘要內的定義)條款第3.3條訂明：

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

「該租契」條款第3.29條訂明：

- (a) 「承租人」現確認「該地段」可能受山泥傾瀉及山石滾落的危害所影響，包括由「該地段」以外的天然山坡所造成的危害。
- (b) 在房屋署總建築師就「該地段」已建或擬建的建築物發出完工證明書之前，「承租人」須自費按「署長」以其絕對酌情權批准或要求的方式，完成「署長」感到滿意的所有緩解及鞏固工程及相關工程(包括為日後保養已完成的緩解及鞏固工程而提供通道的工程)，在「該地段」以外政府土地上(以下統稱「界外工程」)，以保護「該地段」上已建或擬建的建築物及其住客或佔用人以及其真正賓客、訪客及受邀人免受山泥傾瀉及山石滾落的危害。「承租人」現確認，截至「該租契」的日期，其已完成「界外工程」。
- (c) 「承租人」須在整個「批租年期」期間自費以各方面均令「署長」滿意的方式妥善維持「界外工程」，以確保「界外工程」繼續履行其設計功能。保養工程包括但不限於清理「界外工程」上或「該租契」條款第3.29條(d)款所指「天然山坡危害緩解和鞏固工程圖則」所示的政府土地上堆積的山泥或滾落的山石。除政府可能針對「承租人」未能履行保養「界外工程」義務行使的任何權利或追索外，「署長」有權以書面通知要求「承租人」在「署長」以其絕對酌情權認為合適的期限內進行上述保養工程。如「承租人」疏忽或未能在指定期限內遵從上述通知並使「署長」滿意，「署長」可立即執行及進行上述必要的保養工程，而「承租人」須按要求向政府償還相關費用，以及任何行政費及專業費用和開支。
- (d) 「承租人」須自費在土地註冊處就「該地段」登記一份由「署長」批准的圖則，標示「界外工程」的位置、性質及範圍，以及「承租人」可能需要或被要求進行保養工程的政府土地的位置及範圍，包括「承租人」可能需要或被「署長」要求根據「該租契」條款第3.29條(c)款清理山泥或滾落山石的政府土地範圍(該圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。未經「署長」事先書面同意，不得修訂、更改、改動、修改或以另一圖則代替已批准的「天然山坡危害緩解和鞏固工程圖則」。在完成上述登記之前，除「署長」可能批准者外，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」上的建築物或其任何部分之交易。

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

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

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

Clause No. 3.29 of the Lease stipulates that:

- (a) The Lessee hereby acknowledges that the Lot may be affected by landslide and boulder fall hazards, including those arising from outside the Lot due to the nature of the natural terrain.
- (b) Prior to the issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot the Lessee shall at its own expense carry out and complete to the satisfaction of the Director such mitigation and stabilization works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilization works, as the Director in his absolute discretion shall approve or require on Government land outside the Lot (hereinafter collectively referred to as "the Outside Works") to protect buildings erected or to be erected on the Lot and residents or occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards. The Lessee hereby acknowledges that, as at the date of the Lease, it has carried out the Outside Works.
- (c) The Lessee shall at all times during the Lease Term maintain at its own expense the Outside Works in good substantial repair and conditions to the satisfaction of the Director to ensure that the Outside Works shall continue to perform their designed functions. The maintenance works shall include but shall not be limited to clearance of landslide debris or boulders fallen onto the Outside Works or onto the areas of the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (d) of Clause No. 3.29 of the Lease. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Lessee to carry out such maintenance works within such period as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Lessee shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (d) The Lessee shall at its own expense register at the Land Registry against the Lot a plan approved by the Director indicating the locations, nature and scope of the Outside Works and the location and extent of the areas of the Government land on which the Lessee may require or be required to carry out the maintenance works, including the areas of the Government land where the Lessee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (c) of Clause No. 3.29 of the Lease (which plan is hereinafter referred to as the "Natural Terrain Hazard Mitigation and Stabilization Works Plan"). No amendment, variation, alteration, modification or substitution of the approved Natural Terrain Hazard Mitigation and Stabilization Works Plan shall be made without the prior written consent of the Director. No transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot, except as may be approved by the Director, shall be entered into prior to such registration.

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- (e) 就「界外工程」而進行的所有保養工程，須在各方面符合《建築物條例》、其下的任何規例、任何修訂法例及任何其他相關政府法例。
- (f) 在獲得「署長」的事先書面同意及「署長」以其獨有酌情權施加的條款及條件的情況下，「承租人」及其承辦商、工人或任何其他獲其授權的人士，可不論是否備有工具或設備，進入「該地段」毗鄰的政府土地，以進行、視察及保養「界外工程」。
- (g) 如因進行、視察及保養「界外工程」而對任何政府土地或「該地段」以外的任何土地造成損壞，「承租人」須在「署長」指定的限期內自費按「署長」在各方面感到滿意的方式修復該等損壞。
- (h) 「承租人」須在所有時間允許「署長」、其人員、承辦商、其或其工人及任何其他獲其授權的人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察「承租人」根據「該租契」條款第3.29條須進行的任何工程及根據「該租契」條款第3.29條(c)款或「署長」認為必要的任何其他工程。
- (i) 政府或「署長」均毋須為因「署長」行使「該租契」條款第3.29條(h)款所賦予的進入權及進行任何工程而不論直接或間接所引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦無權就任何該等損失、損害、滋擾或干擾向政府或「署長」或其獲授權人員提出任何索償或要求任何賠償。
- (j) 「承租人」須就因「承租人」根據「該租契」條款第3.29條進行或已進行的任何工程，或「承租人」在進行任何上述工程或「界外工程」設計工作方面的任何遺漏、疏忽或違責，包括但不限於對財產造成的任何損壞或損失、人命傷亡及人身傷害，而引起或附帶引起的一切法律行動、訴訟、責任、索償、費用及要求(不論任何性質)，對政府作出彌償，並使政府持續得到彌償。

「該租契」條款第4.3條訂明：

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

「該租契」條款第4.4條訂明：

- (a) 如果任何土地存在或已經被切去、清除、推後、堆積、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、擋土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」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」(見批地文件摘要內的定義)期間自費維持上述土地、斜坡處理工程、擋土牆或其他承托物、保護物、排水或附屬工程或其他工程讓其處於良好和修繕妥當的狀態，並使「署長」滿意。

- (e) All maintenance works to the Outside Works as in the Lease provided shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant government legislation.
- (f) Subject to prior written consent of the Director and such terms and conditions as may be imposed by the Director at his sole discretion, the Lessee and its contractors, workmen or any other persons authorized by it shall be permitted to enter into the Government land adjoining the Lot with or without tools or equipment for the purposes of carrying out, inspecting and maintaining the Outside Works.
- (g) In the event that as a result of or arising out of carrying out, inspecting and maintaining the Outside Works as herein provided, any damage is done to any Government land or any land outside the Lot, the Lessee shall make good such damage at its own expense within such time limit as shall be determined by the Director and in all respects to the satisfaction of the Director.
- (h) The Lessee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting any works required to be carried out by the Lessee under Clause No. 3.29 of the Lease and carrying out any works in accordance with sub-clause (c) of Clause No. 3.29 of the Lease or any other works which the Director may consider necessary.
- (i) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the carrying out of any works under sub-clause (h) of Clause No. 3.29 of the Lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.
- (j) The Lessee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Lessee pursuant to the terms of Clause No. 3.29 of the Lease or any omission, neglect or default by the Lessee in carrying out any such works or any omission, neglect or default by the Lessee in the design work of the Outside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.

Clause No. 4.3 of the Lease stipulates that:

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

Clause No. 4.4 of the Lease stipulates that:

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the Lot, 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) 「該租契」條款第4.4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、其代理人及承辦商作出彌償，並使其持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、擋土牆或其他承托物、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。

「該租契」條款第4.8條訂明：

- (a) 「承租人」須自費進行及完成「署長」以其絕對酌情權要求的岩土工程勘察及在圖則上以綠色間黑色斜線標示的範圍(下稱「綠色間黑色斜線範圍」)內的斜坡處理、山泥傾瀉預防、緩減及補救工程，使「署長」滿意，並須在「批租年期」期間的所有時間自費維持「綠色間黑色斜線範圍」(包括其內及其上的所有土地、斜坡處理工程、擋土結構、排水及任何其他工程)於修繕妥當及良好的狀態，使「署長」滿意。倘若在「批租年期」期間的任何時候在「綠色間黑色斜線範圍」內發生任何山泥傾瀉、地陷或塌方，「承租人」須自費進行修復及彌補，使「署長」滿意，連同「署長」認為(其決定為最終決定並對「承租人」具約束力)亦受影響的任何毗鄰或毗連範圍。「承租人」須就上述山泥傾瀉、地陷或塌方，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、其代理人及承辦商作出彌償，並使其持續得到彌償。「承租人」須確保在「綠色間黑色斜線範圍」內任何時候均無非法挖掘或傾倒，並在「署長」事先書面批准下，「承租人」可豎立圍欄或其他屏障以防止該等非法挖掘或傾倒。除「署長」就違反「該租契」條款而可能享有的任何其他權利或補救外，「署長」可在任何時候發出書面通知要求「承租人」進行該等岩土工程勘察、斜坡處理、山泥傾瀉預防、緩減及補救工程，以及保養、修復及彌補任何受該等山泥傾瀉、地陷或塌方影響的土地、構築物或工程，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」可在該期限屆滿後執行與進行所需的工程，「承租人」須按要求即時償還政府因此產生的費用。
- (b) 儘管「該租契」條款第4.8條(a)款有所規定，「承租人」就「綠色間黑色斜線範圍」或其任何部分在「該租契」條款第4.8條下的責任及權利，須在政府向「承租人」發出通知後絕對終止，「承租人」不得就因該終止而蒙受的任何損失、損害或干擾或產生的任何開支向政府或「署長」或其授權人員提出任何補償索償。然而，該終止不影響政府就「該租契」條款第4.8條(a)款的任何先前違反、未履行或未遵守而享有的任何權利或補救。

- (b) Nothing in sub-clause (a) of Clause No. 4.4 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslide or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslide or subsidence.
- (d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the Lot, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslide or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

Clause No. 4.8 of the Lease stipulates that:

- (a) The Lessee shall at its own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the Plan (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the Lease Term, at its own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslide, subsidence or falling away occurs within the Green Hatched Black Area at any time during the Lease Term, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify and keep indemnified the Government, its agents and contractors 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 such landslide, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the terms and covenants contained in the Lease, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslide, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
- (b) Notwithstanding sub-clause (a) of Clause No. 4.8 of the Lease, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under Clause No. 4.8 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the said sub-clause (a).

「該租契」條款第4.9條訂明：

- (a) 在「署長」已批准「承租人」在圖則上以綠色加黑點標示的範圍（下稱「綠色加黑點範圍」）內安裝泥釘的情況下，「承租人」須自費進行及完成該等泥釘及相關工程，使土木工程拓展署轄下的土力工程處滿意。
- (b) 倘若因進行泥釘工程或其後在「批租年期」期間泥釘失效而造成任何財產損壞或損失、生命損失及人身傷害、塌方、山泥傾瀉或地陷，不論發生在「綠色加黑點範圍」內或土木工程拓展署轄下的土力工程處認為（其決定為最終決定並對「承租人」具約束力）亦受影響的任何毗鄰或毗連範圍，「承租人」須自費進行修復及彌補，使土木工程拓展署轄下的土力工程處滿意，並須就因泥釘工程或其後泥釘失效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。
- (c) 除「該租契」規定對違反該等條款的任何其他權利或補救外，「署長」有權發出書面通知要求「承租人」進行補救工程以修復及彌補因進行泥釘工程或其後泥釘失效而造成的任何塌方、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」可在該期限屆滿後執行與進行所需的工程，「承租人」須按要求即時償還政府因此產生的費用。
- (d) 儘管「該租契」條款第4.9條(a)款、(b)款及(c)款有所規定，「承租人」就「綠色加黑點範圍」或其任何部分在「該租契」條款第4.9條下的責任及權利，須在政府向「承租人」發出通知後絕對終止，「承租人」不得就因該終止而蒙受的任何損失、損害或干擾或產生的任何開支向政府或「署長」或其授權人員提出任何補償索償。然而，該終止不影響政府就「該租契」條款第4.9條(a)款、(b)款及(c)款的任何先前違反、未履行或未遵守而享有的任何權利或補救。

B. 每名業主均須分擔維修工程的費用

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

Clause No. 4.9 of the Lease stipulates that:

- (a) Where the Director has granted permission for the Lessee to install soil nails in the area shown coloured green stippled black on the Plan (hereinafter referred to as "the Green Stippled Black Area"), the Lessee shall at his own expense carry out and complete to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department such soil nailing and associated works.
- (b) In the event that as a result of carrying out the soil nailing works or the subsequent failure of the soil nails during the Lease Term, any damage to or loss of properties, loss of life and personal injuries, falling away, landslip or subsidence occurs, whether within the Green Stippled Black Area or in any adjacent or adjoining areas which, in the opinion of the Geotechnical Engineering Office of Civil Engineering Development Department (whose decision shall be final and binding on the Lessee), have also been affected, the Lessee shall reinstate and make good the same at his own expense to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department 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 the soil nailing works or the subsequent failure of the soil nails.
- (c) In addition to other rights or remedies herein provided 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 such remedial works to reinstate and make good any falling away, landslip or subsidence as a result of or arising out of carrying out the soil nailing works or the subsequent failure of the soil nails, 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, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
- (d) Notwithstanding sub-clauses (a), (b) and (c) of Clause No. 4.9 of the Lease, the obligations and rights of the Lessee in respect of the Green Stippled Black Area or any part thereof under Clause No. 4.9 of the Lease shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the said sub-clauses (a), (b) and (c).

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

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

圖例 NOTATION

	地界 Lot Boundary
	集水井 Catch Pit
	U 型排水渠 U-channel
	排水級渠 Stepped Channel
	排水落管 Down Pipe
	泥石壩 Rigid Barrier
	柔性防護網 (E 類型) Flexible Barrier (Type E)
	柔性防護網 (F 類型) Flexible Barrier (Type F)
	柔性防護網 (G 類型) Flexible Barrier (Type G)
	柔性防護網 (H 類型) Flexible Barrier (Type H)
	斜坡 Slope
	擋土牆 Retaining Wall
	業主須負責維修及保養 (包括但不限於維修柔性防護網和泥石壩, 清理山泥傾瀉泥石或巨石) 地界以外的範圍 Area outside the lot boundary within which future owners shall be responsible for maintenance (including but not limited to maintenance of the flexible barriers and rigid barriers, clearance of landslide debris or boulders)
	業主須負責維修及保養地界以外的人造斜坡範圍 Area of Man-made Slope outside the lot boundary within which future owners shall be responsible for the maintenance
	業主須負責將泥釘修復及回復原狀的地界以外的範圍 Area outside the lot boundary within which future owners shall be responsible for reinstating and making good the soil nails



比例尺 SCALE: 0 10 20 30 40 50 (米)
(m)

註：此平面圖是參考「公契」的最新擬稿製作。
Note: This layout plan is prepared with reference to the latest draft DMC.

D. 根據「公契」，該發展項目的管理人獲業主授權進行維修工程。

公契的有關條文

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

- i. 根據「公契」第一節第1條，「斜坡結構」指於「該土地」或「屋苑」之內或之外根據「該租契」須由「業主」維持的所有斜坡、斜坡處理工程、擋土牆、U形排水渠、排水級渠、排水落管、集水井、柔性防護網、泥石壩、泥釘工程、維修行人路及其他構築物(如有)，包括(但不限於)在「公契」所夾附並經「認可人士」核實為準確的斜坡結構布局圖則「1」及斜坡結構布局圖則「2」上分別以黃色、綠色虛線帶箭頭、粉紅色虛線帶箭頭、藍色虛線帶箭頭、綠色方格、紅色虛線、橙色虛線、藍色虛線、粉紅色虛線及紫色虛線顯示以資識別的斜坡、柔性防護網、泥石壩、泥釘工程及擋土牆。
- ii. 根據「公契」第四節第20(r)條，「經理人」具有權力、職能與責任採取一切必要或有利於「業主」履行「該租契」的行動，尤其是按照「該租契」的規定，及(如適用)在令地政總署署長、渠務署署長或其他「政府」部門(視屬何情況而定)滿意下，檢查、保養、維修、拆卸、移除、修復、豎立或建造在「該地段」內以及任何毗鄰或毗連的「政府」或已租土地內(如適用)的所有土地、「斜坡結構」及其他承托物、防護、排水、附屬及其他工程及構築物。
- iii. 根據「公契」第四節第20(ad)條，「經理人」具有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡維修指南」及「斜坡維修手冊」和按照有關「政府」部門不時發出有關維修「斜坡結構」的全部指引，檢查、保養及維修「斜坡結構」，讓其處於良好和修繕妥當的狀況，並就有關「斜坡結構」進行一切必要的工程。為免存疑，謹此聲明，「屋苑」各業主有責任自費按照「該租契」、「斜坡維修指南」及「斜坡維修手冊」及上述指引，負責保養「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上執行保養和修繕工程所合法引起或將會引起之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有「公契」第四節第20(ad)條所述之權限和權力。

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

Relevant Provisions of the DMC

Unless otherwise defined in this sales brochure, 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, "Slope Structures" shall mean all slopes, slope treatment works, retaining wall, u-channels, stepped channels, down pipe, catchpits, flexible barriers, rigid barrier, soil nailing works, maintenance footpaths and other structures (if any) within or outside the said land or the Estate as required to be maintained by the Owners under the said lease which include (without limitation) the slopes, flexible barriers, rigid barrier, soil nailing works and retaining wall as for the purpose of identification only, shown coloured YELLOW, GREEN DOTTED LINE WITH ARROWS, PINK DOTTED LINE WITH ARROWS, BLUE DOTTED LINE WITH ARROWS, GREEN SQUARE, RED DOTTED LINE, ORANGE DOTTED LINE, BLUE DOTTED LINE, PINK DOTTED LINE and VIOLET DOTTED LINE on the SLOPE STRUCTURES LAYOUT PLAN "1" AND SLOPE STRUCTURES LAYOUT PLAN "2" annexed to the DMC, the accuracy of such plan(s) has been certified by the Authorized Person.
- ii. Pursuant to Clause 20(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be), all land, Slope Structures and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- iii. Pursuant to Clause 20(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slope Structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate, at their own expense, to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines and the Slope Maintenance Manual and the guidelines aforesaid, and the Manager shall not be personally liable for carrying out any such requirements of the said lease, which shall remain the responsibility of the Owners of the Estate, if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners' Corporation, if formed, shall also have the authority and power mentioned in Clause 20(ad) of Section IV of the DMC.

- iv. 根據「公契」第四節第20(au)條，「經理人」具有權力、職能和責任保養「該租契」條款第4.4(a)條所指的「該土地」、「斜坡結構」或其他承托物、保護物、排水或附屬工程或其他工程，讓其處於良好和修繕妥當的狀態，以令地政總署署長滿意。
- v. 根據「公契」第四節第20 (bf) 條，「經理人」具有權力、職能和責任按照「該租契」條款第3.29條的規定，妥善保養「該租契」條款第3.29條所指的「界外工程」，讓其處於良好和修繕妥當的狀態，以確保該等「界外工程」繼續履行其設計功能；並須按照「該租契」條款第3.29條(g)款的規定，就因進行、視察及保養該等「界外工程」而導致或引致對任何政府土地或「該地段」以外的任何土地造成的任何損壞作出修復，一切以令地政總署署長滿意。
- vi. 根據「公契」第四節第20 (bg) 條，「經理人」具有權力、職能和責任代表「業主」履行及執行「該租契」條款第4.8條就「業主」施加的義務及法律責任，並在不損害上述概括性的前提下：(1) 按照「該租契」條款第4.8(a)條，將「該租契」條款第4.8 (a)條所指的「綠色間黑色斜線範圍」(包括其中及其上的所有土地、斜坡處理工程、擋土結構、排水及任何其他工程) 維修於良好及修繕妥當的狀態，以令地政總署署長滿意；及(2) 倘若在「批租年期」內任何時間在「該租契」條款第4.8(a)條所指的「綠色間黑色斜線範圍」內發生任何山泥傾瀉、地陷或塌方，自費修復及彌補，使地政總署署長滿意，連同在地政總署署長意見(其決定為最終決定並具約束力) 認為亦受影響的任何毗鄰或毗連範圍。
- vii. 根據「公契」第四節第20(bh)條，「經理人」具有權力、職能和責任代表「業主」履行及執行「該租契」條款第4.9條就「業主」施加的義務及法律責任，並在不損害上述概括性的前提下：(1) 按照「該租契」條款第4.9(a)條，在「該租契」條款第4.9(a)條所指的「綠色加黑點範圍」安裝泥釘及完成有關泥釘工程及相關工程，使土木工程拓展署土力工程處滿意；及(2) 如因在「批租年期」內進行泥釘工程或其後泥釘失效，造成任何財產損壞或損失、生命損失及人身傷亡、塌方、山泥傾瀉或地陷，不論發生在「綠色加黑點範圍」內或任何毗鄰或毗連範圍(在土木工程拓展署土力工程處的意見(其決定為最終決定並具約束力) 認為亦受影響的範圍)，自費修復及彌補，使土木工程拓展署土力工程處滿意。
- viii. 根據「公契」第七節第53(a)(1)(v)條，年度預算案的第一部分第一分項應包括「斜坡結構」的相關檢查、保養和維修費用與開支，以及根據「該租契」的條款(如有) 和按照「斜坡維修指南」及「斜坡維修手冊」或有關「政府」部門不時發出有關維修斜坡、擋土牆及相關構築物的其他指引規定需要保護和支撐的「該土地」或其任何部分或需要保護及支撐的任何毗鄰或毗連土地而進行的所有斜坡處理工程及其他支撐或保護工程的費用與開支。
- iv. Pursuant to Clause 20(au) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the said land, Slope Structures, or other support, protection, drainage or ancillary or other works referred to in Clause 4.4(a) of the said lease in good and substantial repair and condition to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 20(bf) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the Outside Works as referred to in Clause 3.29 of the said lease in good substantial repair and conditions in accordance with Clause 3.29 of the said lease to ensure that the said Outside Works shall continue to perform their designed functions and to, in accordance with Clause 3.29(g) of the said lease, make good any damage done to any Government land or any land outside the said land as a result of or arising out of carrying out, inspecting and maintaining the said Outside Works, all to the satisfaction of the Director of Lands.
- vi. Pursuant to Clause 20(bg) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to observe, perform and discharge the obligations and liabilities imposed on the Owners under Clause 4.8 of the said lease for and on behalf of the Owners and without prejudice to the generality of the foregoing: (1) to maintain in good and substantial repair and condition to the satisfaction of the Director of Lands the Green Hatched Black Area as referred to in Clause 4.8(a) of the said lease including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with Clause 4.8(a) of the said lease; and (2) in the event that any landslide, subsidence or falling away occurs within the Green Hatched Black Area as referred to in Clause 4.8(a) of the said lease at any time during the term of the said lease, to reinstate and make good the same to the satisfaction of the Director of Lands together with any adjacent or adjoining areas which, in the opinion of the Director of Lands (whose decisions shall be final and binding) have also been affected.
- vii. Pursuant to Clause 20(bh) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to observe, perform and discharge the obligations and liabilities imposed on the Owners under Clause 4.9 of the said lease for and on behalf of the Owners and without prejudice to the generality of the foregoing: (1) to install soil nails in the Green Stippled Black Area as referred to in Clause 4.9(a) of the said lease and to carry out and complete to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department such soil nailing and associated works in accordance with Clause 4.9(a) of the said lease; and (2) in the event of any damage to or loss of properties, loss of life and personal injuries, falling away, landslide or subsidence occurs, whether within the Green Stippled Black Area or in any adjacent or adjoining areas which, in the opinion of the Geotechnical Engineering Office of Civil Engineering Development Department (whose decision shall be final and binding) have also been affected as a result of carrying out the soil nailing works or the subsequent failure of the soil nails during the term of the said lease, to reinstate and make good the same to the satisfaction of the Geotechnical Engineering Office of Civil Engineering Development Department.
- viii. Pursuant to Clause 53(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.

斜坡維修

Maintenance of Slopes

- ix. 根據「公契」第十一節第88條，「房委會」須於「公契」當日起計的一個月內向「屋苑」的屋苑管理處提交「斜坡維修手冊」的完整副本，以供所有「業主」免費檢閱，及於支付合理影印費用後向其提供「斜坡維修手冊」的副本。所有收取的費用將全部撥入「特別基金」。
- x. 根據「公契」第二附錄B部分第(g)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：地政總署署長、其人員、承辦商、工人及任何其他獲地政總署署長授權的人士，不論是否備有工具、設備、機械、機器或汽車，免費並不受限制自由隨時進出、往返及再經過「該地段」或其任何部分，以視察「承租人」根據「該租契」條款第3.29條進行的任何工程及執行根據「該租契」條款第3.29條(c)款的任何工程或其他任何地政總署署長認為需要的工程。
- xi. 根據「公契」第三附錄第26條，「業主」（「政府屋宇」的業主「財政司司長法團」除外）應自費保養及進行所有「該租契」下及根據「斜坡維修指南」及「斜坡維修手冊」要求的有關「斜坡結構」的工程。「房委會」須於「公契」當日起計的一個月內向「屋苑」的屋苑管理處提交「斜坡維修手冊」的完整副本，以供所有業主免費檢閱，及於支付合理影印費用後向其提供「斜坡維修手冊」的副本。所有收取的費用將全部撥入「特別基金」。
- xii. 根據「公契」第六附錄，「公契」第十一節第92條所指的「工程及裝置」包括「斜坡結構」。

E. 業主自費就該發展項目維修任何斜坡的承諾

不適用

- ix. Pursuant to Clause 88 of Section XI of the DMC, a full copy of the Slope Maintenance Manual shall be deposited by the Authority in the estate management office of the Estate, within one month after the date of the DMC, for inspection by the Owners free of charge and for taking copies upon payment of a reasonable charge. All charges received must be credited to the Special Fund.
- x. Pursuant to Clause (g) 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 free and unrestricted ingress, egress and regress to, from and through the said land or any part thereof in favour of the Director of Lands, his officers, contractors, his or their workmen and any other persons authorized by the Director of Lands, at all times with or without tools, equipment, plant, machinery or motor vehicles for the purpose of inspecting any works required to be carried out under Clause No. 3.29 of the Lease and carrying out any works in accordance with sub-clause (c) of Clause No. 3.29 of the Lease or any other works which the Director of Lands may consider necessary.
- xi. Pursuant to Clause 26 of the Third Schedule to the DMC, the Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall, at their own expenses, maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the estate management office of the Estate within one month after the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- xii. Pursuant to the Sixth Schedule to the DMC, the Works and Installations referred to in Clause 92 of Section XI of the DMC shall include Slope Structures.

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

Not applicable

註：本章節「斜坡維修」中提及「公契」條款摘錄自「公契」的最新擬稿。

Note: The provisions of the DMC set out under this Maintenance of Slopes are extracted from the latest draft DMC.

不適用 Not applicable

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。直至最終修訂圖則於就該發展項目發出佔用許可證前呈交予並獲「獨立審查組」批准前，以下分項資料仍可能有所修改。

Breakdown of GFA Concessions Obtained for All Features

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

		面積(平方米) Area (m ²)
根據《建築物(規劃)規例》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) Parking Areas and loading/unloading area excluding public transport terminus	10,016.569
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.	2,082.290
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.	5,177.091
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	2,838.177
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 (m ²)
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	16.452
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	1,291.976
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, counters, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	79.868
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	799.759
17.	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	116.958
18.	擴大升降機井道 Larger lift shaft	765.821
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	435.664
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	41.605
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 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	929.155
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.

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 V2.0 2024
HKGBC
BEAM Plus

申請編號: PAG0229/26

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 V2.0 2024
HKGBC
BEAM Plus

Application no.: PAG0229/26

發展項目的公用部分的預計能量表現或消耗

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否	No
提供具能源效益的設施 Provision of Energy Efficient Features	是	Yes
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 發光二極管	1. LED Lighting

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)						
發展項目類型 Type of Development	位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m ²)	基線樓宇(註2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
			電力 千瓦小時/平方米/年 Electricity kWh/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
住用發展項目 (不包括酒店) Domestic Development (excluding Hotel)	中央屋宇裝備裝置 (註3) Central Building Services Installation (Note 3)	22,609.036	73.5	不適用 Not Applicable	60.0	不適用 Not Applicable
非住用發展項目 (包括酒店) (註4) Non-Domestic Development (including Hotel) (Note 4)	平台 (中央屋宇裝備裝置) Podium(s) (Central Building Services Installation)	20,596.053	51.2	不適用 Not Applicable	42.1	不適用 Not Applicable

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

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

註：

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

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

(a) 「每年能源消耗量」與新建樓宇BEAM Plus標準(2.0版本)第5節及附錄9.2中的「年能源消耗」具有相同涵義；及

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

2. 「基線樓宇」與新建樓宇BEAM Plus標準(2.0版本)第5節及附錄9.2中的「基準建築物模式(零分標準)」具有相同涵義。

3. 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2021年版)中的涵義相同。

4. 平台一般指發展項目的最低部分(通常為發展項目最低15米部分及其地庫(如適用))，並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

Notes:

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

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

(a) “total annual energy use” has the same meaning of “annual energy use” under Section 5 and Appendix 9.2 of the BEAM Plus for New Buildings (Version 2.0); and

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

2. “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 5 and Appendix 9.2 of the BEAM Plus for New Building (Version 2.0).

3. “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2021 edition) issued by the Electrical and Mechanical Services Department.

4. Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

A. 零散山墳

有零散山墳散落於影輝苑附近(請參閱第133頁的參考圖)。部分影輝苑單位可能望見該些零散山墳。

B. 交通噪音

影輝苑受道路交通噪音影響。為改善情況，該發展項目設置下列設施：

隔聲簃

部分影輝苑單位的外牆裝設隔聲簃(有關隔聲簃的位置請參閱第134頁的參考圖)。隔聲簃屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由影輝苑住宅物業的業主出資管理及維修。

減音窗及固定窗

部分影輝苑單位設有減音窗及/或固定窗(不能開啟)。(有關裝設有減音窗及/或固定窗之單位及有關窗戶的位置請參閱第134頁至第135頁的參考圖)。影輝苑的公契有以下關於減音窗及固定窗的規定(註)：

- 影輝苑裝設有減音窗及/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)。
- 房委會須在屋苑管理處內提供有關安裝、保養、更換或維修減音窗及固定窗的圖則及方法供影輝苑業主於日常辦公時間內免費查閱。裝設於任何單位內的減音窗及/或固定窗的保養、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，並以公契的全文為準。公契的最新擬稿的全文可於九龍橫頭磡南道3號房委會客務中心第一層平台之居屋銷售小組辦事處開放時間內免費查閱，並可於房委會就出售影輝苑所指定的互聯網站內閱覽。

C. 排水系統

從影輝苑西面及西北面鄰近的天然山坡及斜坡收集的雨水，將經由影輝苑的地界範圍以內的地下排水渠通往政府排水系統。上述位於影輝苑的地界範圍以內的地下排水渠(請參閱第21頁的發展項目的布局圖)，須由影輝苑的業主管理及維修。

房委會須在屋苑管理處內提供有關上述的地下排水渠的竣工圖則，供影輝苑業主於日常辦公時間內免費查閱。

A. Scattered Graves

Scattered graves are located in the proximity of Ying Fai Court (please refer to the reference plan on page 133). The scattered graves may be seen from some of the flats in Ying Fai Court.

B. Traffic Noise

Ying Fai Court is subject to road traffic noise. In order to improve the condition, the following facilities are provided in the Development:

Acoustic Fins

Acoustic Fins are installed in some of the flats at the external wall in Ying Fai Court. (Please refer to the reference plan on page 134 for the location of the acoustic fins). The acoustic fins form part of the Residential Blocks Common Areas and Facilities as defined under the Deed of Mutual Covenant (DMC) and shall be managed and maintained by owners of residential properties in Ying Fai Court at their own expense.

Acoustic Windows and Fixed Windows

Acoustic windows and/or fixed windows (not openable) are installed in some of the flats in Ying Fai Court. (Please refer to the reference plans on page 134 to page 135 for flats installed with acoustic windows and/or fixed windows and the locations of such windows). The DMC of Ying Fai Court contains the following provisions relating to 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 Ying Fai Court installed with acoustic windows and/or fixed windows shall tamper, alter, vary or remove the acoustic windows and/or fixed windows installed in his unit.
- The HA shall provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic windows and fixed windows at the estate management office for inspection by the owners of Ying Fai Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic windows and/or 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 DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the office of the HOS Sales Unit on Podium level 1, HA Customer Service Centre, 3 Wang Tau Hom South Road, Kowloon and is also available on the website designated by the HA for the sale of Ying Fai Court.

C. Drainage System

Storm water collected from the adjoining natural terrain and slopes on the west and northwest sides of Ying Fai Court will be discharged within the lot boundary of Ying Fai Court through the underground drain of Ying Fai Court to Government drainage system. The aforesaid underground drain within the lot boundary of Ying Fai Court (please refer to the Layout Plan of the Development on page 21) shall be managed and maintained by the owners of Ying Fai Court.

The HA shall provide a copy of the as-built drawings of the aforesaid underground drain at the estate management office for inspection by the owners of Ying Fai Court free of charge during normal business hours.

D. 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定和監管制度。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影輝苑樓宇設計所預定的核准間隔牆示意圖，業主可參閱影輝苑裝修指引。有關指引會於物業交吉時提供予業主。

E. 樓宇結構安全保證

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

保證期

房委會會給予影輝苑為期十年的樓宇結構安全保證。

影輝苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

保證範圍

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

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、預製外牆等)都不在本保證範圍內。
- 4.「結構穩定完整」指樓宇的結構及地基足以承受設計上負重及承托力的要求。
- 5.「樓宇」不包括一切於外圍的工程及於外圍範圍內的地下水管、污水渠、道路、地面，以及一切設施。

D. Points to Note for Fitting Out

When carrying out 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 Ying Fai Court, please refer to the Guide for Decoration Works for Ying Fai Court, which will be made available to the Owner on the delivery of vacant possession of the flat.

E. Structural Safety Guarantee

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

Guarantee Period

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

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

Coverage

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

F. 轉讓限制(註1)

- (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)購買影輝苑單位，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償的情況下，在居屋第二市場以不高於列於由房委會最後一次將單位售予業主的轉讓契據(下稱「最後轉讓契據」)的原來買價(註2)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年內：
- 業主須在無需繳付補償的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的人。
- (iii) 由首次轉讓契據日期起計十年後：
- 業主可在無需繳付補償的情況下，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。
 - 業主亦可在繳付補償後於公開市場出售或出租單位。
 - 業主須繳付的補償，是根據屆時該單位並無轉讓限制的市值，按照該單位最後轉讓契據中所訂明的最初市值與原來買價(註2)的差額的百分比計算。換句話說，補償相等於原來買價(註2)的折扣，化為現值計算。(註3)
 - 有關補償程序，請瀏覽房委會／房屋署網站(www.housingauthority.gov.hk)。

F. Alienation Restrictions (Note 1)

- (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 Ying Fai 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 2) under the last Deed of Assignment of the flat from the HA to an owner (the last assignment).
- (ii) From the sixth to the tenth year from the date of the first assignment:
- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
- (iii) After ten years from the date of the first assignment:
- The owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
 - The owner may also sell or let 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 2) of the flat and its initial market value as specified in the last assignment. In other words, the premium is calculated by applying the discount of the original purchase price (Note 2) to the prevailing market value. (Note 3)
 - 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。

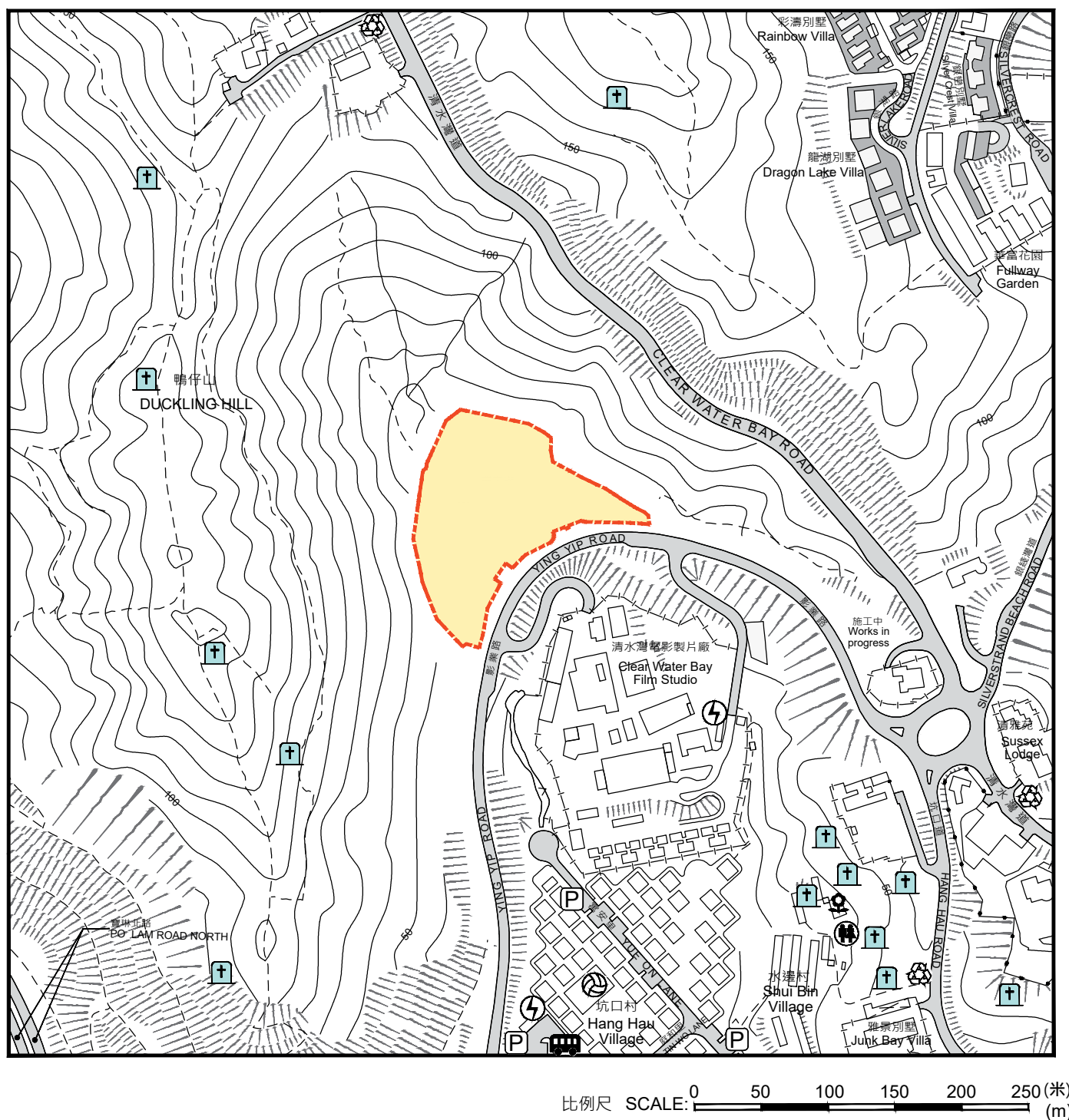
註：

1. 在「特設銷售計劃」下購買資助出售單位的宏福苑業主將不受禁售期限制。不過，由於業主以折扣價購買資助出售單位，新購入單位為未補價單位。如業主欲在公開市場出售其單位，仍須繳付補價。補價即是指業主需向房委會補繳當初購入單位時所獲的折扣差額（例如單位以七折出售，即要按補價時市值補回30%的折扣金額）。
2. 原來買價相等於售價，及是指最後轉讓契據中所列明的單位購買價。
3. 有關計算補價的詳情，以轉讓契據的條款和政府租契所載的條款、契諾及條件為準。

- (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).

Notes:

1. Wang Fuk Court owners who purchase subsidised sale flats under the Special Sales Exercise will not be subject to the alienation restrictions related to the restriction period. However, as owners will purchase subsidised sale flats at a discounted price, the status of the newly purchased flats will remain as flats with premium unpaid. If owners wish to sell their flats in the open market, they will still be required to pay the premium. Payment of premium means that owners need to pay to the HA to make up for the discount they received when the flat was originally purchased (for example, if a flat was sold at a 30% discount, the premium payable is 30% of the market value at the time of premium payment).
2. Original purchase price is equal to the sale price and means the price of the flat as specified in the last assignment.
3. The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.



影輝苑
Ying Fai Court

圖例 NOTATION

	公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)		公園 A Public Park
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		公廁 A Public Convenience
	垃圾收集站 A Refuse Collection Point		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		斜坡上有零散山墳* Slope with Scattered Graves*

* 只作識別用 * For Identification Purposes Only

此參考圖是地政總署測繪處於2026年7月3日出版之數碼地形圖(編號為T12-NW-C)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。

The Reference Plan is prepared with reference to the Digital Topographic Map No. T12-NW-C dated 3 July 2026 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。

Note: The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

Reference Plan

Reference Plan for Acoustic Fins, Acoustic Windows and Fixed Windows of Flats at Block A



B座單位的減音窗及固定窗的參考圖
Reference Plan for Acoustic Windows and
Fixed Windows of Flats at Block B



圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM & ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C.	水錶櫃	Water Meter Cupboard
	減音窗 *	Acoustic Window *
	固定窗	Fixed Window

比例尺 SCALE: 0 5(米)
(m)

*部分減音窗為固定窗(不能開啟)
* Part of the acoustic windows are fixed windows (not openable)

網址 WEBSITE
www.housingauthority.gov.hk/hos/2025/YingFai

區域：將軍澳

區域資料是根據《城市規劃條例》擬備的將軍澳分區計劃大綱圖，關乎發展項目所位於的區域。建議準買家查閱發展項目所屬的其他分區資料，如區議會分區、校網等。

District: Tseung Kwan O

The district information refers to the district in which the Development is situated, according to the Tseung Kwan O Outline Zoning Plan prepared under the Town Planning Ordinance. Prospective purchasers are advised to check other districts' information for the Development, such as District Council district and school net.

發展項目及其周邊地區日後可能出現改變。

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

印製日期：2026年7月21日

Printing Date: 21 July 2026

