

15 公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於技工工場、羽毛球場、籃球場、增壓泵房、電纜管道(構成「住宅大廈公用地方與設施」之部分除外)、簷篷、兒童遊樂區、潔淨服務承辦商辦事處、中華電力電纜管道房、有蓋園景及遊樂區、有蓋遊樂區、防撞欄、管道檢修井(構成「住宅大廈公用地方與設施」之部分除外)、水簾入水掣、花灑入水掣及消防入水掣、水簾水缸、柵欄、電錶房(構成「住宅大廈公用地方與設施」及「停車場」之部分除外)、電錶房(第5座)、應急發電機房、緊急車輛通道、緊急車輛通道入口、緊急車輛通道/行車道、屋苑辦事處、外牆(構成「住宅大廈公用地方與設施」及「房屋委員會樓宇」之部分除外)、消防控制閥水簾閥機組及消防房、消防入水掣、消防管道槽(構成「住宅大廈公用地方與設施」之部分除外)、消防上水及增壓泵房及水缸(第3座)、消防花灑、水簾系統及街道消防龍頭上水增壓泵房及水缸(第4座)、消防花灑水簾上水及增壓泵房及水缸(供第5座使用)、消防缸、消防水缸、平台(構成「住宅大廈公用地方與設施」之部分除外)、沖廁水水缸、食水及沖廁水泵房及水缸(供第3座使用)、食水及沖廁水泵房及水缸(第4座)、食水及沖廁水泵房及水缸(第5座)、食水水缸、消防花灑及水簾控制閥機組及消防控制房、綠化範圍、綠化天台、有蓋籃球場的綠化天台、到達不到的空間、園景天台、草坪、鄰接「公共通道範圍(沙中綫鐵路)」的升降機、連接橋、總電掣房、總電掣房(第4座)、電訊及廣播設備室(第3座)、電訊及廣播設備室(第4座)、電訊及廣播設備室(第5座)、維修徑、總水錶房、「該租契」條款第4.18(a)條所指的休憩空間、業主立案法團辦事處、花槽、管道槽(構成「住宅大廈公用地方與設施」之部分除外)、排煙口的天台、商店的天台、車輛出入口、雕塑、維修廊、消防灑水器水缸、梯級、樓梯(構成「住宅大廈公用地方與設施」之部分除外)、街道消防栓水缸、乒乓球區、電訊槽(構成「住宅大廈公用地方與設施」之部分除外)、電訊機房(構成「住宅大廈公用地方與設施」之部分除外)、電訊機房(第5座)、洗手間(構成「住宅大廈公用地方與設施」之部分除外)、變壓器房、變壓器房(供第4座使用)、花棚、管道槽的上部(構成「住宅大廈公用地方與設

Summary of Provisions that Deal with the Following Matters:

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

A The Common Parts of the Development

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

“**Estate Common Areas and Facilities**” shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include, but not limited to, artisan’s workshop, badminton court, basketball court, booster pump rooms, cable duct (other than those forming part of the Residential Blocks Common Areas and Facilities), canopies, children play areas, cleansing contractor’s office, CLP cable riser rooms, covered landscape & play areas, covered play areas, crash gate, dog house (other than those forming part of the Residential Blocks Common Areas and Facilities), drencher inlet sprinkler inlet and fire services inlet, drencher tanks, drop gate, electrical meter rooms (other than those forming part of the Residential Blocks Common Areas and Facilities and the Parking Areas), electrical meter room (BLOCK 5), emergency generator rooms, emergency vehicular access, emergency vehicular access entrance, emergency vehicular accesses/driveways, estate management office, external walls (other than those forming part of the Residential Blocks Common Areas and Facilities and those forming part of the HA Accommodation), fire service control valve deluge valve sets and fire service room, fire services inlet, fire services pipe ducts (other than those forming part of the Residential Blocks Common Areas and Facilities), fire services upfeed and booster pump room and tank (BLOCK 3), fire services sprinkler, drencher and street fire hydrant upfeed booster pump room and tank (BLOCK 4), fire services sprinkler drencher upfeed and booster pump room and tank (for BLOCK 5), fire service tanks, fire services water tanks, flat roofs (other than those forming part of the Residential Blocks Common Areas and Facilities), flush water tanks, fresh and flush water pump room and tank (for BLOCK 3), fresh and flush water pump room and tank (BLOCK 4), fresh and flush water pump room and tank (BLOCK 5), fresh water tanks, FS sprinkler and deluge control valve sets and FS control room, Greenery Area, green roofs, green roof of covered basketball court, inaccessible space, landscape roof, lawn, lift adjoining the Public Passage Area (SCL Railway), link bridges, main switch rooms, main switch room (BLOCK 4), telecommunications and broadcasting equipment room (BLOCK 3), telecommunications and broadcasting equipment room (BLOCK 4), telecommunications and broadcasting equipment room (BLOCK 5), maintenance path, master water meter room, open space referred to in Clause 4.18(a) of the said lease, owners’ corporation office, planters, pipe ducts (other than those forming part of the Residential Blocks Common Areas and Facilities), roof of smoke vent, roof of shops, run in/run out, sculpture, service corridor, sprinkler water tanks, stairs, staircases (other than those forming part of the Residential Blocks Common Areas and Facilities), street fire hydrant water tank, table tennis areas, telecom duct (other than those forming part of the Residential Blocks Common Areas and Facilities), telecom rooms (other than those forming part of the Residential Blocks Common Areas and Facilities), telecom room (BLOCK 5), toilets (other than those forming part of the Residential Blocks Common Areas and Facilities), transformer rooms, transformer room (for BLOCK 4), trellis, upper part(s) of pipe duct(s) (other than those forming part of the Residential Blocks Common Areas and Facilities), waterproof membrane beneath the planters and lawn forming part of the Estate

施」之部分除外)、構成「屋苑公用地方與設施」之部分的花槽及草坪下方的防水膜連同該防水膜的附屬管道、排水渠及設施以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方與任何其他系統、裝置與設施,即現於「公契」所夾附圖則以橙色、橙色加黑斜線及橙色加黑交叉斜線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍,以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」及任何「副公契」(如有)之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施,但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」指及包括但不限於隔聲簷、裝飾簷、電纜管道(構成「屋苑公用地方與設施」之部分除外)、管道檢修井(構成「屋苑公用地方與設施」之部分除外)、水簾水水缸、電力槽、電錶房(構成「屋苑公用地方與設施」及「停車場」之部分除外)、附屬於「住宅大廈」的外牆(包括突出物如混凝土蓬頂、繫樑、支撐牆的構件和外部)、非結構預製外牆(現於「公契」所夾附第3座、第4座及第5座的樓面平面圖以「⊕」標示,以資識別)、特低壓電纜管道、特低壓管道、平台(構成「屋苑公用地方與設施」之部分除外)、消防管道槽(構成「屋苑公用地方與設施」之部分除外)、食水增壓泵房、廢物收集站、升降機大堂、升降機機房、保安員櫃位、升降機、升降機槽、垃圾車專用車位(供第3座至第5座使用)、大堂、郵件分發房、物料回收站、管道槽(構成「屋苑公用地方與設施」之部分除外)、垃圾及物料回收房、垃圾及物料回收房排氣口的高位、垃圾及物料回收室、上落客貨車位(供第3座至第5座使用)、樓梯(構成「屋苑公用地方與設施」之部分除外)、電訊槽(構成「屋苑公用地方與設施」之部分除外)、電訊機房(構成「屋苑公用地方與設施」之部分除外)、繫樑、洗手間(構成「屋苑公用地方與設施」之部分除外)、頂層天台、天台、上層天台、管道槽的上部(構成「屋苑公用地方與設施」之部分除外)、通風管道房以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體提供服務的任何其他地方、系統、裝置與設施,即現於「公契」所夾附圖則以棕色及棕色加黑交叉斜線顯示(只要該等地方、系統、裝置及設施可辨識)以資識別的範圍,以及「房委會」可隨時按照「公契」及任何「副公契」(如有)指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施,但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方,以及「住宅大廈」內只為個別「業主」提供服務的設施。

Common Areas and Facilities together with ancillary pipes, drains and facilities of such waterproof membrane and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for identification purpose only, are shown coloured ORANGE, ORANGE HATCHED BLACK and ORANGE CROSS HATCHED BLACK (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the DMC and any Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

“Residential Blocks Common Areas and Facilities” shall mean and include, but not limited to, acoustic fins, architectural fins, cable ducts (other than those forming part of the Estate Common Areas and Facilities), dog houses (other than those forming part of the Estate Common Areas and Facilities), drencher water tank, electrical ducts, electrical meter rooms (other than those forming part of the Estate Common Areas and Facilities and the Parking Areas), external walls pertaining to the Residential Blocks (including projections such as concrete hoods, tie beams, the structures and exteriors of the supporting walls), non-structural prefabricated external walls (for identification purpose only, as shown marked “⊕” on the floor plans of BLOCK 3, BLOCK 4 and BLOCK 5 annexed hereto), extra low voltage cable duct, extra low voltage duct, flat roofs (other than those forming part of the Estate Common Areas and Facilities), fire services pipe ducts (other than those forming part of the Estate Common Areas and Facilities), fresh water booster pump rooms, junk collection point, lift lobbies, lift machine rooms, guard counters, lifts, lift shafts, loading and unloading space reserved for refuse collection vehicle (for BLOCKS 3-5), lobbies, mail delivery rooms, material recovery point, pipe ducts (other than those forming part of the Estate Common Areas and Facilities), refuse storage & material recovery chambers, refuse storage and material recovery chambers exhaust at high level, refuse storage & material recovery rooms, spaces for loading and unloading of motor vehicles (for BLOCKS 3-5), staircases (other than those forming part of the Estate Common Areas and Facilities), telecom duct (other than those forming part of the Estate Common Areas and Facilities), telecom rooms (other than those forming part of the Estate Common Areas and Facilities), tie beams, toilets (other than those forming part of the Estate Common Areas and Facilities), top roofs, roofs, upper roofs, upper parts of pipe duct (other than those forming part of the Estate Common Areas and Facilities), vent duct rooms and any other areas, systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole, which for identification purpose only, are shown coloured BROWN and BROWN CROSS HATCHED BLACK (insofar as such areas, systems, devices and facilities are identifiable) on the plans annexed to the DMC and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the HA in accordance with the DMC and any Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within 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 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
3	2樓-40樓 2/F - 40/F	1, 2, 6	72 / 200,622
		3, 8, 13	43 / 200,622
		4, 9, 10, 11, 12	42 / 200,622
		5	28 / 200,622
		7	66 / 200,622
4	2樓-37樓 2/F - 37/F	1	72 / 200,622
		2, 3	59 / 200,622
		4, 7	42 / 200,622
		5, 6	28 / 200,622
		8	67 / 200,622
	2樓 2/F	9	43 / 200,622
	3樓-40樓 3/F - 40/F	9, 15, 18	42 / 200,622
		10	41 / 200,622
		11, 12, 23	56 / 200,622
		13	66 / 200,622
		14	67 / 200,622
		16, 17	28 / 200,622
		19, 20	59 / 200,622
		21	72 / 200,622
22, 24		57 / 200,622	

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit
5	2樓-37樓 2/F - 37/F	1	72 / 200,622
		2,3	59 / 200,622
		4,7	42 / 200,622
		5,6	28 / 200,622
		8	67 / 200,622
	2樓-40樓 2/F - 40/F	9	66 / 200,622
		10	42 / 200,622
	3樓-40樓 3/F - 40/F	11	66 / 200,622
		12	57 / 200,622
		13,16	43 / 200,622
		14,15	72 / 200,622
		17	59 / 200,622
		18,19	42 / 200,622

C 發展項目的管理人的委任年期

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

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

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, and shall continue to be the Manager for such further period until the termination of HA's appointment in accordance with the provisions of the DMC.

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

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

每份周年財政預算須包括兩個部分：

- (a) 第一部分須分為於「公契」第51(a)條所列出的3個分部分。
 (b) 第二部分須涵蓋於「公契」第51(b)條所列出的開支，
 但受制於「公契」第51條載有的但書。

(2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

Every annual budget shall be in 2 parts:

- (a) The first part shall be divided into 3 sections as set out in Clause 51(a) of the DMC.
 (b) The second part shall cover expenditure as set out in Clause 51(b) of the DMC,
 subject to the provisos as contained in Clause 51 of the DMC.

(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 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
3	2樓 – 40樓 2/F – 40/F	1, 2, 6	72 / 200,612
		3, 8, 13	43 / 200,612
		4, 9, 10, 11, 12	42 / 200,612
		5	28 / 200,612
		7	66 / 200,612
4	2樓 – 37樓 2/F – 37/F	1	72 / 200,612
		2, 3	59 / 200,612
		4, 7	42 / 200,612
		5, 6	28 / 200,612
		8	67 / 200,612
	2樓 2/F	9	43 / 200,612
	3樓 – 40樓 3/F – 40/F	9, 15, 18	42 / 200,612
		10	41 / 200,612
		11, 12, 23	56 / 200,612
		13	66 / 200,612
		14	67 / 200,612
		16, 17	28 / 200,612
		19, 20	59 / 200,612
21		72 / 200,612	
22, 24	57 / 200,612		

座數 Block	樓層 Floor	單位 Unit	每一單位佔整體管理份數 Management Shares for Each Unit
5	2樓 – 37樓 2/F – 37/F	1	72 / 200,612
		2, 3	59 / 200,612
		4, 7	42 / 200,612
		5, 6	28 / 200,612
		8	67 / 200,612
	2樓 – 40樓 2/F – 40/F	9	66 / 200,612
		10	42 / 200,612
	3樓 – 40樓 3/F – 40/F	11	66 / 200,612
		12	57 / 200,612
		13, 16	43 / 200,612
		14, 15	72 / 200,612
		17	59 / 200,612
		18, 19	42 / 200,612

E 計算管理費按金的基準

每個「單位」的「業主」須向「經理人」支付並由「經理人」無利息下保存一筆管理費按金，其金額不多於「經理人」根據首年管理費預算訂定之「業主」就其「單位」於「公契」條文下應付每月款項的三倍。

F 賣方在發展項目中保留作自用的範圍

不適用。

E The Basis on which the Management Fee Deposit is Fixed

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

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

Not applicable.

註：請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。此公契的摘要乃根據呈交地政總署法律諮詢及田土轉易處（「法律諮詢及田土轉易處」）批核的「公契」的最新擬稿所擬備，「公契」的最新擬稿的全文可於觀塘開源道33號建生廣場一樓內之房委會綠置居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啟鑽苑所指定的互聯網網站內閱覽。於本售樓說明書印製的日期，「公契」的最新擬稿仍未獲「法律諮詢及田土轉易處」批核。此公契的摘要在「公契」獲「法律諮詢及田土轉易處」批核後可能會在將來作出修訂。

Note: For full details of the above provisions and other provisions in the DMC, please refer to the DMC. This Summary of Deed of Mutual Covenant is prepared on the basis of the latest draft DMC, which has been submitted to the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") for approval. The full script of such latest draft DMC is available for inspection free of charge during opening hours at the office of the GSH Sales Unit of the HA on 1/F Pioneer Place, 33 Hoi Yuen Road, Kwun Tong and is also available on the website designated by the HA for the sale of Kai Chuen Court. Such latest draft DMC is still pending approval by LACO as at the date of printing of this sales brochure. This Summary of Deed of Mutual Covenant may be subject to future revision(s) upon LACO's approval of the DMC.

16 批地文件的摘要

Summary of Land Grant

位於新九龍內地段第6634號之香港房屋委員會(下稱「承租人」，如語意容許，亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為2021年4月16日。

① 該發展項目位於新九龍內地段第6634號(下稱「該土地」)。

② 「該土地」的批租年期為50年，由2021年4月16日起計(下稱「批租年期」)。

③ 「該租契」條款第4.3條訂明：

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

④ 「該租契」條款第4.7條訂明：

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

The government lease governing the Development entered into by The Hong Kong Housing Authority (“the Lessee” which expression shall where the context so admits include its successors and assigns) in respect of New Kowloon Inland Lot No.6634 (“the said lease”) is dated the 16th day of April 2021.

① The Development is situated on New Kowloon Inland Lot No.6634 (“the said land”).

② The said land is granted for a term of 50 years (“Lease Term”) commencing from the 16th day of April 2021.

③ Clause No. 4.3 of the said lease stipulates that:

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

④ Clause No. 4.7 of the said lease stipulates that:

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

5 「該租契」條款第4.13條訂明：

除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該土地」或其任何部分或任何已建或擬建於「該土地」的建築物或其任何部分作私人住宅及非工業（不包括私人住宅、酒店、倉庫及加油站）用途以及「該租契」所述的該等其他設施及附屬設施以外的用途。特此說明，已建或擬建於「該土地」的建築物內的任何私人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4.15(c)條訂明：

在發展或重建「該土地」時及受制於「該租契」包含的條款及契諾，

- (i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交一份圖則供運輸及房屋局常任秘書長(房屋)書面批准，該圖則須標示將會於「該土地」或已建或擬建於「該土地」的建築物內提供及維持綠化(包括但不限於提供栽種於土壤的植物)的部分(下稱「綠化範圍」)、「綠化範圍」的佈局和面積以及其他運輸及房屋局常任秘書長(房屋)可全權酌情要求或指定的資料(包括但不限於「綠化範圍」的建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。運輸及房屋局常任秘書長(房屋)就「綠化建議書」內何謂綠化及「該土地」或建築物的哪些部分構成「綠化範圍」作出的決定為最終決定，並對「承租人」具約束力。上述獲運輸及房屋局常任秘書長(房屋)批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第4.15(c)條而言，「建築工程」應根據《建築物條例》、任何其下的規例及任何修訂法例而界定；
- (ii) 「承租人」須根據獲批的「獲批准綠化建議書」自費實施及完成「綠化範圍」的建築工程，並在及後以在所有方面令運輸及房屋局常任秘書長(房屋)滿意的方式對其作出保養。除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，否則不得對「獲批准綠化建議書」或標示「綠化範圍」的圖則作出修訂、改動、更改、修改或取代；以及
- (iii) 除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，於「獲批准綠化建議書」內顯示的「綠化範圍」須被指定為「該租契」條款第4.22(a)(v)條所指的「公用地方」並成為其中一部分，及該「綠化範圍」不得被用作根據「獲批准綠化建議書」中列明的佈局、面積、位置及詳情的「綠化範圍」以外的任何用途。

5 Clause No. 4.13 of the said lease stipulates that:

Subject to the terms and covenants contained in the said lease, the Lessee shall not use or permit or suffer to be used the said land or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes, such other facilities and ancillary facilities as referred to in the said lease and in particular, any private residential flats in the building or buildings erected or to be erected on the said land shall not be used for any purpose other than for private residential purposes.

6 Clause No. 4.15(c) of the said lease stipulates that:

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

- (i) The Lessee shall at its own expense submit to the Permanent Secretary for Transport and Housing (Housing) for his written approval a plan indicating such portion or portions of the said land or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Transport and Housing (Housing) may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the said land or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Transport and Housing (Housing) is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of Clause No.4.15(c) of the said lease, “building works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (ii) The Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Transport and Housing (Housing). No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Transport and Housing (Housing); and
- (iii) Except with the prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 4.22(a)(v) of the said lease, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

7 「該租契」條款第4.16條訂明：
「承租人」須自費以令「署長」及食物環境衛生署署長滿意的方式於「該土地」建築、提供及維持完整的垃圾收集系統。

8 「該租契」條款第4.17條訂明：
「承租人」未經「署長」事先書面同意，不得移除或干擾生長於「該土地」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

9 「該租契」條款第4.18條訂明：

(a) 除「該租契」條款第4.18(b)條另有規定外，「承租人」須在「該土地」內以令「署長」滿意的方式，自費提供及維持面積不少於8,563平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。「署長」就何謂休憩空間作出的決定為最終決定及對「承租人」具約束力。

(b) 在根據「該租契」條款第4.18(a)條提供的休憩空間其中，「承租人」須自費於「該土地」的休憩空間的一個或多個部分(合共不少於970平方米)內提供和維持康樂設施(下稱「共享康樂設施」)以供「該土地」已建或擬建的建築物的住客及佔用人及其真正賓客和訪客，及現於土地註冊處註冊名為新九龍內地段第6632號之該整幅土地(下稱「毗鄰地段」)已建或擬建的建築物的住客及其真正賓客和訪客使用及享用。

(c) 「毗鄰地段」已建或擬建的建築物的住客及其真正賓客和訪客均獲保留必要的自由、免受干擾及非專有的權利，可不時及於所有合理時間進出、往返及再經過「該土地」或其任何部分及在其上已建或擬建的建築物或其任何部分，並且可以徒步或乘坐輪椅的方式前往、通過及再通過「該土地」內任何道路、行人天橋、通道、行人道、行人徑或空地之上、其沿路、其上、其途經及其內，目的為妥善使用和享用與「共享康樂設施」相關的所有合法目的進出「共享康樂設施」。

(d) 根據「該租契」條款第4.18(a)條提供的休憩空間須被指定為「該租契」條款第4.22(a)(v)條所指的「公用地方」並成為其中一部分。

7 Clause No. 4.16 of the said lease stipulates that:
The Lessee shall at its own expense and to the satisfaction of the Director and the Director of Food and Environmental Hygiene construct, provide and maintain within the said land a comprehensive system of refuse collection.

8 Clause No. 4.17 of the said lease stipulates that:
No tree growing on the said land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

9 Clause No. 4.18 of the said lease stipulates that:

(a) Subject to Clause No. 4.18(b) of the said lease, the Lessee shall at its own expense provide and maintain within the said land to the satisfaction of the Director open space of not less than 8,563 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.

(b) Out of the open space provided under Clause No. 4.18(a) of the said lease, the Lessee shall at its own expense provide and maintain within the said land recreational facilities within portion or portions of the open space of not less than 970 square metres in total (hereinafter referred to as “the Shared Recreational Facilities”) for the use and enjoyment of the residents and occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors, and the residents of the building or buildings erected or to be erected on all that piece or parcel of ground now known and registered in the Land Registry as New Kowloon Inland Lot No. 6632 (hereinafter referred to as “the Adjoining Lot”) and their bona fide guests and visitors.

(c) There is reserved unto the residents of the building or buildings erected or to be erected on the Adjoining Lot and their bona fide guests and visitors the free, uninterrupted and non-exclusive right from time to time and at all reasonable times of ingress, egress and regress to and from the said land or any part or any parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof and to go pass and repass on foot or on wheelchair on, along, over, by and through any road, footbridge, passageway, walkway, footpath or open space within the said land as are necessary for the purpose of gaining access to and from the Shared Recreational Facilities for all lawful purposes connected with the proper use and enjoyment of the Shared Recreational Facilities.

(d) The open space provided in accordance with Clause No. 4.18(a) of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 4.22(a)(v) of the said lease.

10 「該租契」條款第4.19條訂明：

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

11 「該租契」條款第4.21條訂明：

- (a) 除於「該租契」條款第4.21(b)條、第4.21(c)條及第4.21(d)條另有規定外，「業主」(按下文定義)無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「私人住宅單位」(按下文定義)或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可毋須事先向「承租人」繳付「補價」(按下文定義)，將轉讓予他的「私人住宅單位」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「私人住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」(按下文定義)；
 - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其全權及絕對酌情權提名購買該「私人住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其全權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4.21(c)條規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其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4.21條所載的條款及條件限制；以及
 - (v) 倘若「業主」於「首次轉讓契據」(按下文定義)日期起計兩年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」(按下文定義)。

10 Clause No. 4.19 of the said lease stipulates that:

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

11 Clause No. 4.21 of the said lease stipulates that:

- (a) Except as provided in Clauses Nos. 4.21(b), 4.21(c) and 4.21(d) of the said lease, no owner (as defined hereafter) shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his private residential flat (as defined hereafter) or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium(as defined hereafter) to the Lessee, mortgage or charge the private 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 private residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser (as defined hereafter);
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such private 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 Clause No. 4.21(c) of the said lease shall each be subject to and contain such terms and conditions as may be required or authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 4.21 of the said lease; and
 - (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of two years from the date of the First Assignment (as defined hereafter), the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price (as defined hereafter).

- (d) 於「期間」(按下文定義)屆滿後，
- (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「私人住宅單位」，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「私人住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「私人住宅單位」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4.21(a)條有所規定，「業主」可毋須事先向「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「私人住宅單位」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4.21(d)條向「承租人」繳付「補價」後，「該租契」條款第4.21條將不再適用於該「業主」的「私人住宅單位」，並對該「業主」的「私人住宅單位」失去效力。
- (g) 就「該租契」條款第4.21條而言：
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「私人住宅單位」或其中任何權益的人士；
 - (ii) 「首次轉讓契據」指「承租人」向該「私人住宅單位」的首位「業主」轉讓「私人住宅單位」的首份轉讓契據；
 - (iii) 「承租人」一詞不包括其受讓人；
 - (iv) 「最初市值」指在「首次轉讓契據」中指明的「私人住宅單位」的市值；
 - (v) 「業主」指獲「承租人」根據「該租契」條款第4.20(a)條轉讓或同意轉讓「該土地」的不分割份數連同在「該土地」已建或擬建的建築物內之「私人住宅單位」的獨有管有權的人士；而就「該租契」條款第4.21條而言，包括其業權繼承人及「私人住宅單位」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；
- (d) After the expiry of the Period (as defined hereafter),
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his private 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 private 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 private residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding Clause No. 4.21(a) of the said lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his private residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with Clause No. 4.21(d) of the said lease, Clause No. 4.21 of the said lease shall no longer apply to and cease to have effect on the owner's private residential flat.
- (g) For the purposes of Clause No. 4.21 of the said lease:
- (i) "eligible purchaser" means a person who has been certified by the Lessee to be eligible for the purchase of a private residential flat or any interest therein;
 - (ii) "First Assignment" means the first assignment of a private residential flat from the Lessee to the first owner of that private residential flat;
 - (iii) the expression "Lessee" excludes its assigns;
 - (iv) "Initial Market Value" means the market value of the private residential flat as specified in the First Assignment;
 - (v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the said land together with the right of exclusive possession of a private residential flat in the building or buildings erected or to be erected on the said land under Clause No. 4.20(a) of the said lease; and for the purpose of Clause No. 4.21 of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the private residential flat;
 - (vi) "Period" means a period of 10 years after the date of the First Assignment;

- (vii) 「補價」指由房屋署署長釐定的款額(其釐定為最終決定及對「私人住宅單位」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「私人住宅單位」的市值；

- (viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「私人住宅單位」的價錢；以及
- (ix) 「私人住宅單位」指於「該土地」已建或擬建的建築物內並獲分配「該土地」的不分割份數的私人住宅單位。
- (h) 儘管「該租契」條款第4.21(c)條、第4.21(e)條及第4.21(g)條有相反規定，「承租人」根據「該租契」條款第4.21條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

12 「該租契」條款第4.24(a)至(d)條及第4.24(f)條訂明：

- (a) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：
- (i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例(下稱「《道路交通條例》」)獲發牌並屬於「該土地」已建或擬建的建築物內的私人住宅單位的住客及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為79而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；
- (ii) 供停泊根據「《道路交通條例》」獲發牌並屬於「該土地」已建或擬建僅作非工業(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及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為50而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

- (vii) “Premium” means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the private 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 private 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 private residential flat sold by the Lessee to the owner as specified in the First Assignment; and
- (ix) “private residential flat” means a private residential flat in the building or buildings erected or to be erected on the said land and to which an undivided share or undivided shares of and in the said land has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in Clauses Nos. 4.21(c), 4.21(e) and 4.21(g) of the said lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 4.21 of the said lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

12 Clauses Nos. 4.24(a) to (d) and (f) of the said lease stipulate that:

- (a) The Lessee shall provide and maintain within the said land to the satisfaction of the Director:
- (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”) and belonging to the residents of the private residential flats in the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 79 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
- (ii) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance and belonging to the occupiers of the building or buildings erected or to be erected on the said land to be used for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 50 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

- (iii) 供停泊根據「《道路交通條例》」獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為25而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；
- (iv) 供停泊根據「《道路交通條例》」獲發牌並屬於「該土地」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的輕型貨車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為13而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及7米長而樓底高度最少須為3.6米；
- (v) 2個供停泊根據「《道路交通條例》」界定的傷殘人士並屬於「該土地」已建或擬建的建築物內的私人住宅單位的住客及其真正賓客和訪客的汽車的停車位。該等停車位的位置及水平須得到建築事務監督或運輸及房屋局常任秘書長(房屋)的書面批准而尺寸須由建築事務監督或運輸及房屋局常任秘書長(房屋)全權酌情決定；以及
- (vi) 2個供停泊根據「《道路交通條例》」界定的傷殘人士並屬於「該土地」已建或擬建僅作非工業(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及其真正賓客和訪客的汽車的停車位。該等停車位的位置及水平須得到建築事務監督或運輸及房屋局常任秘書長(房屋)的書面批准而尺寸須由建築事務監督或運輸及房屋局常任秘書長(房屋)全權酌情決定；
- 就「該租契」而言，「傷殘人士」應根據「《道路交通條例》」而界定，而「建築事務監督」應根據《建築物條例》及其下的任何規例或任何修訂法例而界定。
- (b) 根據「該租契」條款第4.24(a)(i)條、第4.24(a)(ii)條、第4.24(a)(iii)條、第4.24(a)(iv)條、第4.24(a)(v)條及第4.24(a)(vi)條提供的停車位不得用於除上述各條所列之用途以外的任何其他用途。特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。
- (c) 「承租人」須在「該土地」內以令「署長」滿意的方式提供及維持：
- (i) 供根據「《道路交通條例》」獲發牌的汽車作上落客貨用途的停車位，而除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為18，而且除非另行獲得「署長」的書面同意，每個就此提供的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米，及不得用作與「該土地」已建或擬建的建築物相關
- (iii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 25 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
- (iv) spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance and belonging to the residents or occupiers of the building or buildings erected or to be erected on the said land and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 13 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;
- (v) 2 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance and belonging to the residents of the private residential flats in the building or buildings erected or to be erected on the said land and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) and of such dimension as shall be determined by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) at its or his sole discretion; and
- (vi) 2 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance and belonging to the occupiers of the building or buildings erected or to be erected on the said land to be used for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) and of such dimension as shall be determined by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) at its or his sole discretion;
- For the purpose of the said lease, “disabled persons” shall be as defined in the Road Traffic Ordinance, and the “Building Authority” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (b) The spaces provided in accordance with Clauses Nos. 4.24(a)(i), 4.24(a)(ii), 4.24(a)(iii), 4.24(a)(iv), 4.24(a)(v) and 4.24(a)(vi) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said Clauses Nos. 4.24(a)(i), 4.24(a)(ii), 4.24(a)(iii), 4.24(a)(iv), 4.24(a)(v) and 4.24(a)(vi) of the said lease 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 said land to the satisfaction of the Director:
- (i) spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 18. Each of the spaces so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7

的汽車作上落客貨用途之外的任何其他用途。在就此提供供汽車作上落客貨用途的停車位其中，5個停車位須供「該土地」已建或擬建的建築物內的私人住宅單位的住客使用，及13個停車位須供「該土地」已建或擬建僅作非工業（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及其真正賓客和訪客使用；以及

- (ii) 供垃圾收集車作裝卸用途的停車位，而除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的數目須為3，而且除非另行獲得「署長」的書面同意，每個就此提供的停車位的尺寸最少須為5米寬及12米長而樓底高度最少須為4.5米，及不得用作與「該土地」已建或擬建的建築物相關的垃圾收集車作裝卸用途之外的任何其他用途。在就此提供供垃圾收集車作裝卸用途的停車位其中，2個停車位須供「該土地」已建或擬建的建築物內的私人住宅單位的住客使用，及1個停車位須供「該土地」已建或擬建僅作非工業（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。
- (d) 就計算「該租契」條款第4.14(a)條所指的總樓面面積而言，
 - (i) 以下的停車位不應該納入計算：
 - (I) 根據「該租契」條款第4.24(a)條提供並位於「該土地」地面水平以下的停車位；以及
 - (II) 根據「該租契」條款第4.24(c)條提供並位於「該土地」地面水平或地面水平以下的停車位；
 - (ii) 倘若根據「該租契」條款第4.24(a)條提供的停車位位於「該土地」地面水平或地面水平以上或根據「該租契」條款第4.24(c)條提供的停車位位於「該土地」地面水平以上，該等停車位的百分之五十及為該等停車位而設的其他部分（包括但不限於升降機大堂、樓梯平台、行人通道、機動和流通區及機房）的百分之五十應該納入計算「該租契」條款第4.14(a)條所指的總樓面面積，而「署長」就該計算的決定為最終決定及對「承租人」具有約束力。
- (f) 就「該租契」條款第4.24條而言，何謂「該土地」的地面水平或任何停車位是否處於地面水平、或在其上、或在其下有將由「署長」決定，其決定為最終決定及對「承租人」具約束力。

metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the said land. Of the spaces so provided for the loading and unloading of motor vehicles, 5 spaces shall be for the use of the residents of the private residential flats in the building or buildings erected or to be erected on the said land and 13 spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the said land for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only and their bona fide guests and visitors; and

- (ii) spaces for the loading and unloading of refuse collection vehicles and the number of space for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 3. Each of the spaces so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the said land. Of the spaces so provided for the loading and unloading of refuse collection vehicles, 2 spaces shall be for the use of the residents of the private residential flats in the building or buildings erected or to be erected on the said land and 1 space shall be for the use of the occupiers of the building or buildings erected or to be erected on the said land for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only.
- (d) For the purpose of calculating the total gross floor area stipulated in Clause No. 4.14(a) of the said lease,
 - (i) there shall not be taken into account:
 - (I) the spaces provided in accordance with Clause No. 4.24(a) of the said lease if they are provided below ground level; and
 - (II) the spaces provided in accordance with Clause No. 4.24(c) of the said lease if they are provided at or below ground level;
 - (ii) if the spaces provided in accordance with Clause No. 4.24(a) of the said lease are provided at or above ground level or the spaces provided in accordance with Clause No. 4.24(c) of the said lease are provided above ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 4.14(a) of the said lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) For the purpose of Clause No. 4.24 of the said lease, the decision of the Director as to what constitutes ground level or whether any space is at, above or below ground level shall be final and binding on the Lessee.

13 「該租契」條款第4.25(a)條、第4.25(b)條、第4.25(d)條及第4.25(e)條訂明：

- (a) 「承租人」須：
- (i) 自費向運輸署署長(下稱「運輸署署長」)提交或促使他人提交一份或多份圖則供「運輸署署長」書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在「該土地」上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝用以提交與根據「該租契」條款第4.24(a)(ii)條及第4.24(a)(vi)條提供的停車位有關或有聯繫的資料之設施、裝置及設備(下稱「設施、裝置及設備」)的範圍或空間的位置和尺寸，該圖則或該等圖則須載有「運輸署署長」可全權及絕對酌情要求或指定的資料(以下統稱「泊車位資訊系統範圍」)，包括但不限於按照「該租契」條款第4.25(b)條規定並根據「該租契」條款第4.25(b)條而須提供的空置的汽車停車位的數目和種類(以下統稱「泊車位資訊」)的資料。
 - (ii) 於2023年12月31日或之前或「署長」可批准的其他日期以在所有方面令「運輸署署長」滿意的方式自費根據「該租契」條款第4.25(a)(i)條下批准的該圖則或該等圖則進行及完成「泊車位資訊系統範圍」的工程，並自費提供及安裝「設施、裝置及設備」，其後須在「批租年期」期間的所有時候自費保養「泊車位資訊系統範圍」及「設施、裝置及設備」於修繕妥當的狀態，以履行「承租人」在「該租契」條款第4.25(b)條下的責任並在所有方面令「運輸署署長」滿意；以及
 - (iii) 在「批租年期」期間的所有合理時間允許「運輸署署長」、「署長」、政府、其人員、承辦商、代理、工人及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、往返及或再經過「該土地」或其任何部分及任何「該土地」已建或擬建的建築物，以視察、檢查及監管為履行「該租契」條款第4.25(a)(ii)條而進行的任何工程。
- (b) 「承租人」須從將由「運輸署署長」決定並以書面指定的日期開始(「運輸署署長」就此的決定為最終決定，並對「承租人」具約束力)及其後在「批租年期」期間的所有時候以在所有方面令「運輸署署長」滿意的方式自費向「運輸署署長」提交或促使他人向「運輸署署長」提交「泊車位資訊」，其格式及時間及間距由「運輸署署長」不時要求或以書面指明(「運輸署署長」就此的決定為最終決定，並對「承租人」具約束力)。

13 Clauses Nos. 4.25(a), (b), (d) and (e) of the said lease stipulate that:

- (a) The Lessee shall:
- (i) at its own expense submit or cause to be submitted to the Commissioner for Transport (hereinafter referred to as “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 said land, 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. 4.24(a)(ii) and Clause No. 4.24(a)(vi) of the said lease including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with Clause No. 4.25(b) of the said lease.
 - (ii) on or before 31st day of December, 2023 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 Clause No. 4.25(a)(i) of the said 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 Clause No. 4.25(b) of the said lease and in all respects to the satisfaction of the C for T; and
 - (iii) at all reasonable times throughout the Lease Term permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons 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 said land 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 Clause No. 4.25(a)(ii) of the said 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).

- (d) 政府就履行或未有履行「承租人」在「該租契」條款第4.25(a)條及第4.25(b)條之責任；「運輸署署長」、「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士在行使「該租契」條款第4.25(a)(iii)條和第4.25(c)條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4.25(c)條就「泊車位資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途所導致(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)毋須負責，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。
- (e) 「承租人」須就履行或未有履行「承租人」在「該租契」條款第4.25(a)條及第4.25(b)條下之責任；「承租人」就根據「該租契」條款第4.25(b)條提交「泊車位資訊」的任何遺漏、錯誤、疏忽或失責；「運輸署署長」、「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士在行使「該租契」條款第4.25(a)(iii)條和第4.25(c)條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4.25(c)條就「泊車位資訊」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途所引致(不論是直接或間接引致的)或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

14 「該租契」條款第4.26(f)條至第4.26(i)條訂明：

- (f) 就「該租契」條款第4.26(e)條而言，「承租人」須促致或促使他人促致一份或多份標示根據「該租契」條款第4.24(a)條及第4.24(c)條將在「該土地」提供作停泊及上落客貨用途的所有停車位及根據「該租契」條款第4.25(a)(i)條將在「該土地」指定作為「泊車位資訊」所針對的停車位的佈局的圖則(下稱「停車場布局圖」)的知識產權擁有人同意「署長」、政府、其人員、承辦商、代理、工人及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，「承租人」根據「該租契」條款第4.26(e)條及第4.26(f)條給予的同意將在「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) 對於履行或未有履行「承租人」在「該租契」條款第4.26(a)條、第4.26(b)條、第4.26(c)條、第4.26(d)條及第4.26(f)條之責任；對於「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士在行使「該租契」條款第4.26(e)條賦予的酌情權與權利；或對於任何政府部門或

- (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 Clauses Nos. 4.25(a) and 4.25(b) of the said 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 Clauses Nos. 4.25(a)(iii) and 4.25(c) of the said 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 Clause No. 4.25(c) of the said 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 Clauses Nos. 4.25(a) and 4.25(b) of the said lease; any omission, mistake, neglect or default by the Lessee in relation to submitting the Parking Information in accordance with Clause No. 4.25(b) of the said 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 Clauses Nos. 4.25(a)(iii) and 4.25(c) of the said lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Parking Information by any government department or third party as provided under Clause No. 4.25(c) of the said lease.

14 Clauses Nos. 4.26(f) to (i) of the said lease stipulate that:

- (f) For the purpose of Clause No. 4.26(e) of the said lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of a plan or plans indicating the layout of all the parking, loading and unloading spaces to be provided within the said land in accordance with Clauses Nos. 4.24(a) and 4.24(c) of the said lease and the spaces which are the subject of the Parking Information to be designated within the said land in accordance with Clause No. 4.25(a)(i) of the said lease (hereinafter referred to as "the Car Park Layout Plans") to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by 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 Clauses Nos. 4.26(e) and 4.26(f) of the said 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 Clauses Nos. 4.26(a), 4.26(b), 4.26(c), 4.26(d) and 4.26(f) of the said lease; the exercise by the Director, the Government, their officers,

第三方根據「該租契」條款第4.26(e)(i)條就「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，政府就所導致（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）毋須負責，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。

- (i) 對於履行或未有履行「承租人」在「該租契」條款第4.26(a)條、第4.26(b)條、第4.26(c)條、第4.26(d)條及第4.26(f)條下之責任；對於「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士在行使「該租契」條款第4.26(e)條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4.26(e)(i)條就「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，「承租人」須就所引致（不論是直接或間接引致的）或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟（不論任何及如何引致）向政府作出彌償，並使政府持續得到彌償。

15 「該租契」條款第4.28條訂明：

- (a) 「該土地」是連同「承租人」、其租客、傭工、訪客、工人及在該方面獲「承租人」授權的其他人士不時及在「批租年期」內的所有時間，為妥善使用和享用與「該土地」相關的所有合法目的，在「署長」批准的高度內往返、沿經、跨越、路經及途經在「該租契」的附圖（下稱「附圖」）上以棕色顯示的政府土地之部分（下稱「棕色範圍」）的非專有權利一併批出。
- (b) 「承租人」須在2023年12月31日前或「署長」可指明的其他時限內，自費按「署長」所要求或批准的方式、物料及標準，在獲授予「該租契」條款第4.28(a)條所指的通行權行經及沿經的「棕色範圍」上興建一條鋪平道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠及「署長」可能要求的其他構築物。
- (c) 「承租人」須自費維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令「署長」滿意，且「承租人」須對其整體負責，猶如其為「棕色範圍」的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權行經及沿經的「棕色範圍」的其中部分或影響其斜度時，「承租人」不得提出任何索償，且「承租人」須自費對其興建的鋪平道路進行所有由此產生的改動，令「署長」滿意。
- (e) 「承租人」獲授予的「該租契」條款第4.28(a)條所指的通行權並沒有授予「承租人」對「棕色範圍」的專有權利。政府有權在任何時候將「棕色範圍」或其任何部分的通行權授予鄰近任何其他地段目前或將來任何時候的

contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clause No. 4.26(e) of the said 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 Clause No. 4.26(e)(i) of the said 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 Clauses Nos. 4.26(a), 4.26(b), 4.26(c), 4.26(d) and 4.26(f) of the said lease; the exercise by 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 Clause No. 4.26(e) of the said 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 Clause No. 4.26(e)(i) of the said lease.

15 Clause No. 4.28 of the said lease stipulates that:

- (a) The said land is granted together with a non-exclusive right for the Lessee, its tenants, servants, visitors, workmen and other persons authorized by the Lessee in that behalf from time to time and at all times during the Lease Term for all lawful purposes connected with the proper use and enjoyment of the said land to pass and repass on, along, over, by and through all that portion of Government land shown coloured brown on the plan annexed to the said lease (hereinafter referred to as "the Plan") (hereinafter referred to as "the Brown Areas") at such levels as may be approved by the Director.
- (b) The Lessee shall, before the 31st day of December 2023 or within such other time limit as may be specified by the Director, at the Lessee's own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains and other structures as the Director may require on the Brown Areas over and along which a right of way referred to in Clause No. 4.28(a) of the said lease is given.
- (c) The Lessee shall at its own expense uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Areas over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director.
- (e) The grant of the right of way referred to in Clause No. 4.28(a) of the said lease shall not give the Lessee the exclusive right over the Brown Areas. The Government shall have the right at any time to grant rights of way over the Brown Areas or any portion thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over at any time the whole or any portion

業主，或於任何時候接管「棕色範圍」的全部或任何部份作公眾街道，而毋須向「承租人」或其他獲授予「棕色範圍」的全部或任何部份通行權的業主支付任何賠償。

- (f) 如果「承租人」不履行其在「該租契」條款第4.28(b)條及第4.28(c)條的義務，政府可進行必要的建造、保養及維修工程，費用由「承租人」承擔，「承租人」須應要求向政府支付相等於該等費用的金額，該金額由「署長」決定，其決定為最終決定，並對「承租人」具約束力。
- (g) 即使已授予「該租契」條款第4.28(a)條所指的通行權，政府有充分權利和權力在向「承租人」發出不少於14天的書面通知(緊急情況除外)後，在「署長」絕對酌情認為合適時，鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新在「該租契」日期或「該租契」日期後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」(如「該租契」條款第5.9條所定義)，修補因此引致的任何及所有損害；「署長」、其人員、承辦商、工人及獲其授權的任何其他人士有權在不論是否備有工具、設備、機械、機器或汽車，在任何時候為上述目的自由進出、往返及再經過「棕色範圍」。未經「署長」事先書面批准，「承租人」不得干擾或容許任何人干擾在「該租契」日期或「該租契」日期後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」。政府、「署長」、其人員、承辦商、工人及獲其授權的任何其他人士(除了修補因行使上述任何權利和權力引致的任何及所有損害外)毋須因行使「該租契」條款第4.28(g)條所賦予的權利和權力而產生或附帶產生對「承租人」造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得向任何或所有上述人士提出索償或反對。

16 「該租契」條款第4.29條訂明：

- (a) 政府獲保留在「附圖」上分別以粉紅加黑斑點及粉紅加黑斜線加黑斑點顯示的範圍內的「該土地」的部分內並位於在「附圖」上顯示及標註的水平之下地層，該地層之一個或多個部分已由或將由一條在「附圖」上顯示並標註為「PROPOSED SUBWAY」的擬建隧道之一個或多個部分(下稱「擬建隧道」)佔用(「該租契」條款第4.29(a)條保留的地層下稱「擬建隧道專用範圍」，而「擬建隧道專用範圍」的位置、水平及範圍在「附圖」上顯示及標註為「RESERVED AREA FOR THE PROPOSED SUBWAY」)，並且連同：
- (i) 「擬建隧道」所有支撐結構與接駁位的所有必要的佔用權利，該等支撐結構與接駁位已經或將會按照路政署署長指定的位置、方式、物料、標準、水平、定線及設計於「該土地」建造，而「承租人」須確保已建或擬建於「該土地」之支撐結構及接駁位的位置、水平及範圍無誤，以令其本人信納；以及

of the Brown Areas for the purposes of a public road without payment of any compensation to the Lessee or to any other owners to whom rights of way over the whole or any portion of the Brown Areas may have been granted.

- (f) In the event of the non-fulfilment of the Lessee's obligations under Clauses Nos. 4.28(b) and 4.28(c) of the said lease, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Lessee.
- (g) Notwithstanding the grant of the right of way referred to in Clause No. 4.28(a) of the said lease, the Government shall have the full right and power upon giving to the Lessee not less than 14 days' written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew the Services (as defined in Clause No. 5.9 of the said lease) which are as at the date of the said lease or may after the date of the said lease be upon over under or adjacent to the Brown Areas as the Director may in his absolute discretion deem fit making good any and all damage caused thereby and the Director his officers contractors workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Areas for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Services which are as at the date of the said lease or may after the date of the said lease be upon over under or adjacent to the Brown Areas without prior written approval from the Director. The Government, the Director, their officers, contractors, workmen and any other persons authorized by them shall (save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers) have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights and powers conferred under Clause No. 4.28(g) of the said lease and no claim nor objection shall be made against any or all of them by the Lessee.

16 Clause No. 4.29 of the said lease stipulates that:

- (a) There is excepted and reserved unto the Government the stratum of land below the levels shown and marked on the Plan within the portions of the said land respectively shown coloured pink stippled black and pink hatched black stippled black on the Plan, the portion or portions of which are occupied or to be occupied by a part or parts of a proposed subway shown and marked "PROPOSED SUBWAY" on the Plan (hereinafter referred to as "the Proposed Subway") (the stratum of land excepted and reserved in Clause No. 4.29(a) of the said lease is hereinafter referred to as "the Reserved Area for the Proposed Subway" and the positions, levels and extent of the Reserved Area for the Proposed Subway are as shown and marked "RESERVED AREA FOR THE PROPOSED SUBWAY" on the Plan), together with:
- (i) all necessary rights of occupation of all supporting structures and connections to the Proposed Subway constructed or to be constructed within the said land at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director of Highways and the Lessee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the said land; and

- (ii) 按照「署長」可指定的位置、方式、物料、標準、水平、定線及設計就「擬建隧道」於「該土地」內及「該土地」已建或擬建的建築物內而建築、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道設施、道路標記及機械所有必要的佔用權利。
- (b) 「承租人」概無「擬建隧道專用範圍」的權利、產權、擁有權、管有權或使用權。
- (c) 就「該租契」條款第4.29(a)條及第4.29(e)條的保留權利，或就使用「擬建隧道專用範圍」作行人隧道或其他用途而導致或引起的任何責任、損失、損害、索償、費用、法律行動、要求及訴訟(不論性質為何或如何引致)，「承租人」或任何其他人士均沒有向政府提出不論是否在任何法例下任何申索或索償的權利。
- (d) 除「該租契」條款第4.29(a)條另有規定外，除非事先獲得路政署署長的書面同意(路政署署長可全權酌情拒絕同意或在給予同意時加入任何其認為合適的條款及條件)，否則不得在「擬建隧道專用範圍」上、上方、之上或之內興建或建築任何建築物或構築物或為任何建築物或構築物而設的支撐。
- (e) 政府、其人員、代理、承辦商、工人及其他獲正式授權的人士獲保留以下權利而毋須支付任何費用和支出：
- (i) 「擬建隧道」及就其在「擬建隧道專用範圍」之內或之上已建或擬建的建築物或構築物及其支撐結構與接駁位，均享有受支撐及保護的權利；
- (ii) 不論是否備有工具、設備、機械、機器或汽車，進入「該土地」以連接、建築、視察、保養、維修及翻新「擬建隧道」及支撐「擬建隧道」或附屬於「擬建隧道」的構築物及裝置的權利；
- (iii) 通過「該土地」及「該土地」上任何已建或擬建的建築物或構築物以往返「擬建隧道專用範圍」及其任何部分及支撐「擬建隧道專用範圍」或附屬於「擬建隧道專用範圍」的構築物及裝置所有必要的地役權、通行權；以及
- (iv) 氣體、電力、水、污水或其他排出物、空氣、電話線及其他服務，藉通過已鋪設於或將鋪設的雨水渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他連接媒介，或通過或經過「該土地」或其上面或下面或「該土地」上任何建築物、構築物或興建物或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他連接媒介，以往來「擬建隧道專用範圍」及其任何部分的權利。
- (ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the said land and building or buildings constructed or to be constructed within the said land for the Proposed Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.
- (b) The Lessee shall have no right, title, ownership, possession or use of the Reserved Area for the Proposed Subway.
- (c) Neither the Lessee nor any other person shall have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the rights excepted and reserved by Clauses Nos. 4.29(a) and 4.29(e) of the said lease or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Reserved Area for the Proposed Subway as a pedestrian subway or otherwise.
- (d) Subject to Clause No. 4.29(a) of the said lease, no building or structure or support for any building or structure shall be erected or constructed on, over, above or within the Reserved Area for the Proposed Subway except with the prior written consent of the Director of Highways who may at his sole discretion decline consent or give consent subject to such terms and conditions as he sees fit.
- (e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:
- (i) the right of support and protection for the Proposed Subway and the buildings or structures erected or to be erected within or on the Reserved Area for the Proposed Subway and their supporting structures and connections;
- (ii) the right to enter upon the said land with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the Proposed Subway and the structures and installations supporting or appurtenant to the Proposed Subway;
- (iii) the right to all necessary easements, rights of way through the said land and any buildings or structures erected or to be erected on the said land to and from the Reserved Area for the Proposed Subway and any part or parts thereof and the structures and installations supporting or appurtenant to the Reserved Area for the Proposed Subway; and
- (iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Reserved Area for the Proposed Subway and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the said land or any buildings, structures and erections thereon or any part or parts thereof.

- (f) 政府、其人員、代理、承辦商及工人或其他獲正式授權的人士毋須對政府或上述人士行使「該租契」條款第4.29(a)條及4.29(e)條所賦予的權利所產生或附帶產生而對「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、滋擾或干擾或就保養「擬建隧道」、「擬建隧道」之存在或運作所產生而對「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、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或上述人士提出索償。

17 「該租契」條款第4.30條訂明：

- (a) 「承租人」現明文確認及接受，在「該土地」內及緊連「該土地」的地方於「該租契」的日期已興建或將於「該租契」的日期後的任何時間興建屬於政府的「擬建隧道」。「承租人」不得就此或據此提出任何性質的反對或索償。
- (b) 除非事先獲得路政署署長的書面同意，「承租人」不得干擾「擬建隧道」或對其進行任何工程。
- (c) 「承租人」不得：
- (i) 對「擬建隧道」構成任何危害或損壞，或以對「擬建隧道」構成任何危害或損壞的方式使用、准許或容許他人使用「該土地」或其任何部分或「該土地」已建或擬建的任何建築物或構築物或其部分；
 - (ii) 在「該土地」內進行任何路政署署長認為(其意見為最終意見及對「承租人」具約束力)可能影響「擬建隧道」的工程；
 - (iii) 在未獲得路政署署長事先書面批准的情況下，附加或固定任何機械、設備或附加物(不論性質為何)於「擬建隧道」或其支撐結構或支柱；
 - (iv) 在未獲得路政署署長事先書面批准的情況下，於「擬建隧道」之上方或鄰近「擬建隧道」的地方升高地面水平或施加超過10千帕斯卡的壓力於現有的地面水平。就「該租契」條款第4.30條而言，路政署署長就何謂鄰近「擬建隧道」的地方的決定為最終決定，並對「承租人」具約束力；
 - (v) 在未獲得路政署署長事先書面批准的情況下，直接或間接排放或導致或允許或容許他人排放任何工商業污水或髒水或受污染的水或冷卻水或熱水到「擬建隧道」的排水系統中。

- (f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under Clauses Nos. 4.29(a) and 4.29(e) of the said lease or arising out of the maintenance, presence or operation of the Proposed Subway, and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.

17 Clause No. 4.30 of the said lease stipulates that:

- (a) The Lessee expressly acknowledges and accepts that there are as at the date of the said lease erected, or will at any time after the date of the said lease be erected, within and abutting the said land the Proposed Subway belonging to the Government. No objection or claim of whatsoever nature shall be made or raised by the Lessee in respect or on account of the same.
- (b) Except with the prior written approval from the Director of Highways, the Lessee shall not interfere with or carry out any work to the Proposed Subway.
- (c) The Lessee shall not:
- (i) pose any hazard or cause any damage to the Proposed Subway, or use or permit or suffer the use of the said land or any part thereof or any building or structure or part of any building or structure erected or to be erected thereon in such a way as to pose any hazard or cause any damage to the Proposed Subway;
 - (ii) carry out any works within the said land which in the opinion of the Director of Highways (whose opinion shall be final and binding on the Lessee) may affect the Proposed Subway;
 - (iii) affix or fix any plant, equipment or attachment of whatsoever nature to the Proposed Subway or its supporting structures or columns unless the prior written approval of the Director of Highways has been obtained;
 - (iv) raise the ground level or impose a surcharge of more than 10 kilopascals onto the existing ground level, over or in close proximity to the Proposed Subway, unless the prior written approval of the Director of Highways has been obtained. For the purpose of Clause No. 4.30 of the said lease, the decision of the Director of Highways as to what constitutes in close proximity to the Proposed Subway shall be final and binding on the Lessee;
 - (v) discharge directly or indirectly or cause or permit or suffer to be discharged into the drainage system of the Proposed Subway any trade effluent or foul or contaminated water or cooling or hot water except with the prior written approval of the Director of Highways.

- (d) 在不損害「該租契」條款第4.30(b)條及第4.30(c)條的原則下，「承租人」須在「批租年期」期間的所有時間自費：
- (i) 採取和實施所有路政署署長認為(其意見為最終意見及對「承租人」具約束力)就保護「擬建隧道」免受損壞或危害而有必要及足夠的措施，並且遵行路政署署長可不時指明或要求的所有相關規定，而就此而言，除非事先獲得路政署署長就採取其他形式的保護措施的書面同意，「承租人」須遵循路政署標準圖則H2128號和H2129號的最新版本使用未張拉二波板防撞欄以保護「擬建隧道」；
 - (ii) 在「該土地」內進行工程時，於所有時間小心及有技巧並採取步驟和預防措施，以避免對「擬建隧道」構成任何危害或造成任何損壞；
 - (iii) 就「承租人」對「擬建隧道」造成的任何損壞作出修復，並在所有方面令路政署署長滿意；
 - (iv) 確保火災發生的風險降至最低，並且在發生火災時不得對「擬建隧道」產生破壞性的影響。「承租人」現明文確認，根據「該租契」條款第4.30條可允許興建或建築的所有構築物，包括但不限於臨時性構築物，必須使用耐火材料建築；
 - (v) 確認政府並未對「擬建隧道」的伸縮接縫的防水性作出明示或隱含的擔保或保證。「承租人」現明文確認存在從「擬建隧道」掉落物件的風險。「承租人」承諾在未獲得路政署署長事先書面批准的情況下，不會採取保護措施以預防該等掉落物件的風險。
- (e) 「承租人」須在「批租年期」期間的所有時間允許政府、路政署署長及其人員、承辦商及代理及任何獲路政署署長授權的人士，不論是否備有工具、設備、機械、機器、保養車輛或汽車，不受限制自由隨時進出、往返及或再經過「該土地」，包括「該土地」在「附圖」上以粉紅加紅斑點及粉紅加黑斜線加紅斑點顯示的部分(下稱「粉紅加紅斑點範圍」及「粉紅加黑斜線加紅斑點範圍」)，以視察、檢查、保養、維修、升級、拆卸及建造「擬建隧道」。
- (f) 除非事先獲得路政署署長的書面同意，否則不得在「粉紅加紅斑點範圍」及「粉紅加黑斜線加紅斑點範圍」上、上方、下、之上、之下或之內興建或建造任何建築物或構築物或為任何建築物或構築物而設的支撐。
- (g) 政府、路政署署長、其人員、承辦商及代理及任何獲其授權的人士毋須對「擬建隧道」之存在或履行「承租人」在「該租契」條款第4.30(d)條下的責任或行使「該租契」條款第4.30(e)條下的權利或其他情況所引起或產生或附帶產生而對「承租人」或任何人造成或使「承租人」或任何人蒙受的任何損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府、路政署署長、其人員、承辦商及代理及任何獲其授權的人士提出索償。
- (d) Without prejudice to Clauses Nos. 4.30(b) and 4.30(c) of the said lease, the Lessee shall at all times during the Lease Term, at its own expense :
- (i) take and implement all such measures which in the opinion of the Director of Highways (whose opinion shall be final and binding on the Lessee) are necessary and adequate to protect the Proposed Subway from damage or hazard and comply with all related requirements as the Director of Highways may from time to time specify or require, and in this regard, the latest version of the Highways Department Standard Drawings Nos. H2128 and H2129 using untensioned corrugated beam barrier for protection of the Proposed Subway shall be followed, unless the prior written consent of the Director of Highways to the use of other form of protective measures has been obtained;
 - (ii) use care and skill, and take steps and precautions at all times when carrying out works within the said land to avoid posing any hazard or causing any damage to the Proposed Subway;
 - (iii) make good, in all respects to the satisfaction of the Director of Highways, any damage to the Proposed Subway caused by the Lessee;
 - (iv) ensure that the risk of fire damage is kept to a minimum and in the event of a fire breaking out, it must not have a damaging effect on the Proposed Subway. The Lessee hereby expressly acknowledges that all structures that may be permitted to be erected or built under Clause No. 4.30 of the said lease, including but not limited to those of a temporary nature, must be built using fire resistant materials;
 - (v) acknowledges that the Government has given no guarantee or warranty, express or implied, that the expansion joints of the Proposed Subway are waterproof. The Lessee hereby expressly acknowledges that there are risks of objects falling from the Proposed Subway. The Lessee undertakes that no protective measures against such risks of falling objects will be carried out without obtaining the prior written approval of the Director of Highways.
- (e) The Lessee shall, at all times throughout the Lease Term, permit the Government, the Director of Highways and his officers, contractors and agents and any persons authorized by the Director of Highways the free and unrestricted right of ingress, egress and regress to, from and through the said land including the portions of the said land shown coloured pink stippled red and pink hatched black stippled red on the Plan (hereinafter referred to as “the Pink Stippled Red Area” and “the Pink Hatched Black Stippled Red Area”) with or without tools, equipment, plant, machinery, maintenance vehicles or motor vehicles for the purposes of inspecting, checking, maintaining, repairing, upgrading, demolishing and constructing the Proposed Subway.
- (f) Except with the prior written consent of the Director of Highways, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the Pink Stippled Red Area and the Pink Hatched Black Stippled Red Area.
- (g) The Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them shall have no liability in respect of any damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person whether by reason or arising out of or incidental to the presence of the Proposed Subway or the fulfilment of the Lessee’s obligations under Clause No. 4.30(d) of the said lease or the exercise of the rights under Clause No. 4.30(e) of the said lease or otherwise, and no claim whatsoever shall be made against the Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (h) 「承租人」須就以下事宜所引致(不論是直接或間接引致的)或與之相關的一切責任、損失、損害、索償、開支、費用、支出、要求、法律行動及訴訟(不論任何或如何引致)向政府、路政署署長、其人員、承辦商及代理及任何獲其授權的人士作出彌償，並使政府持續得到彌償：
- (i) 進行任何路政署署長可根據「該租契」條款第4.30(b)條批准的工程；
 - (ii) 「承租人」對「擬建隧道」作出的任何干預；以及
 - (iii) 任何對「承租人」在「該租契」條款第4.30(b)條、第4.30(c)條、第4.30(d)條、第4.30(e)條及第4.30(f)條下之責任的不履行或任何對「該租契」條款第4.30(b)條、第4.30(c)條、第4.30(d)條、第4.30(e)條及第4.30(f)條的違反。
- (i) 就「該租契」條款第4.30(a)條至第4.30(h)條而言，路政署署長對於何謂地面水平的決定為最終決定，並對「承租人」具約束力。

18 「該租契」條款第4.31條訂明：

- (a) (i) 受限於「運輸署署長」與路政署署長的事先書面協議並遵照他們所施加的任何條件，「承租人」可自費建造、提供及其後管理、保養和維修以下「該土地」上已建或擬建的建築物周界的結構支撐物和接駁位，使其處於修繕妥當的狀況，令路政署署長滿意：
- (I) 在「附圖」上顯示及標明為P1點及P2點之間或「署長」規定或批准的該等其他地點及水平(該等結構支撐物和接駁位以下統稱「隧道接駁位」，包括任何此表述的任何修訂、更改、增訂、更新或更換)，以接收及連接「擬建隧道專用範圍」內已建或擬建的「擬建隧道」；以及
 - (II) 在「附圖」上顯示及標明為P3點及P4點之間或「署長」規定或批准的該等其他地點及水平(該等結構支撐物和接駁位以下統稱「行人天橋接駁位」，包括任何此表述的任何修訂、更改、增訂、更新或更換)，以接收及連接在相鄰或毗鄰「該土地」的政府土地上已建或擬建、及其大概位置於「附圖」上顯示及標示為「PROPOSED FOOTBRIDGE」的行人天橋(下稱「擬建行人天橋」，包括對其的任何更改、更新或更換)。

- (h) The Lessee shall indemnify and keep indemnified the Government, the Director of Highways, its or their officers, contractors and agents and any person authorized by them from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with:
- (i) the carrying out of any work as may be approved by the Director of Highways under Clause No. 4.30(b) of the said lease;
 - (ii) any interference with the Proposed Subway by the Lessee; and
 - (iii) any non-fulfilment of the Lessee's obligations under Clauses Nos. 4.30(b), 4.30(c), 4.30(d), 4.30(e) and 4.30(f) of the said lease or any non-compliance with Clauses Nos. 4.30(b), 4.30(c), 4.30(d), 4.30(e) and 4.30(f) of the said lease.
- (i) For the purposes of Clauses Nos. 4.30(a) to 4.30(h) of the said lease, the decision of the Director of Highways as to what constitutes the ground level shall be final and binding on the Lessee.

18 Clause No. 4.31 of the said lease stipulates that:

- (a) (i) Subject to the prior written agreement by the C for T and the Director of Highways and in conformity with any conditions imposed by them, the Lessee may at its own expense construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Highways structural supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land:
- (I) between the points P1 and P2 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director (which structural supports and connections are hereinafter collectively referred to as "the Subway Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect the Proposed Subway constructed or to be constructed within the Reserved Area for the Proposed Subway; and
 - (II) between the points P3 and P4 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director (which structural supports and connections are hereinafter collectively referred to as "the Footbridge Connection" which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a footbridge constructed or to be constructed over the Government land adjacent to or adjoining the said land at the approximate position shown and marked "PROPOSED FOOTBRIDGE" on the Plan (hereinafter referred to as "the Proposed Footbridge" which expression shall include any alteration thereto or any renewal or replacement thereof).

- (ii) 當「隧道接駁位」及「行人天橋接駁位」(以下統稱「該等接駁位」)已根據「該租契」條款第4.31(a)(i)條建造及提供，直至「批租年期」屆滿前，政府及任何可能獲政府授權的人均獲保留受支撐的權利，以及於「附圖」上顯示及標明位於P1點及P2點之間或「署長」規定或批准的該等其他地點及一個或多個水平連接「擬建隧道」至「隧道接駁位」的權利及於「附圖」上顯示及標明位於P3點及P4點之間或「署長」規定或批准的該等其他地點及一個或多個水平連接「擬建行人天橋」至「行人天橋接駁位」的權利，而不需支付任何費用及收費。
- (iii) 當「該等接駁位」已根據「該租契」條款第4.31(a)(i)條建造及提供，直至「批租年期」屆滿前，政府及任何可能獲政府授權的人均獲保留所有必需的權利，以佔用「署長」可能要求的「該土地」的部分，作連接「擬建隧道」至「隧道接駁位」與連接「擬建行人天橋」至「行人天橋接駁位」的用途。
- (b) 為免存疑，「承租人」現確認及同意政府絕不保證「擬建隧道」及「擬建行人天橋」將在未來興建。假如「擬建隧道」及「擬建行人天橋」或其任何部分沒有在未來興建，政府對「承租人」因由其導致的或其與之相關的任何索償、損失或損害不承擔任何責任。

19 「該租契」條款第4.32條訂明：

- (a) (i) 政府獲保留：
- (I) 在「附圖」上以紫色界線顯示，位於香港主水平基準之下大約1.6米的水平之下的地層；以及
- (II) 在「附圖」上以紅色界線顯示，位於香港主水平基準之下大約13.9米的水平之下的地層
- (以下統稱「地層範圍」)，「承租人」概無「地層範圍」的權利、擁有權、管有權或使用權(除「該租契」條款第4.32條訂明之外)，亦沒有就「地層範圍」提出任何申索或索償的權利。
- (ii) 政府、其代理、特許持有人、傭工及獲其授權的人士獲保留獨有權利和自由在整段「批租年期」內於「地層範圍」內為任何擬於「地層範圍」內建造、安裝、運作及保養的將來的鐵路及其隧道、構築物、設施和裝置(下稱「擬建鐵路系統」)進行建造、運作及保養，以供政府認為適宜的人士、(如適用)該等車輛按照政府認為適宜的時間、方式和目的使用。

- (ii) Where the Subway Connection and the Footbridge Connection (hereinafter collectively referred to as “the Connections”) are constructed and provided pursuant to Clause No. 4.31(a)(i) of the said lease, there shall, until the expiry of the Lease Term, be reserved unto the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Proposed Subway to the Subway Connection at a location between the points P1 and P2 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director and the Proposed Footbridge to the Footbridge Connection at a location between the points P3 and P4 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director.
- (iii) Where the Connections are constructed and provided pursuant to Clause No. 4.31(a)(i) of the said lease, there shall, until the expiry of the Lease Term, be reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director for the purpose of connecting the Proposed Subway to the Subway Connection and the Proposed Footbridge to the Footbridge Connection.
- (b) For the avoidance of doubt, the Lessee hereby acknowledges and agrees that the Government in no way warrants that the Proposed Subway and the Proposed Footbridge will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Proposed Subway and the Proposed Footbridge or any part or parts thereof are not constructed.

19 Clause No. 4.32 of the said lease stipulates that:

- (a) (i) There is excepted and reserved to the Government:
- (I) the stratum of land below a level of approximately 1.6 metres below the Hong Kong Principal Datum as shown edged purple on the Plan; and
- (II) the stratum of land below a level of approximately 13.9 metres below the Hong Kong Principal Datum as shown edged red on the Plan
- (hereinafter collectively referred to as “the Stratum Areas”) as to which the Lessee shall have no right of or title to the ownership, possession or use (except as provided in Clause No. 4.32 of the said lease) nor any right or claim to compensation whatsoever in respect thereof.
- (ii) There is also excepted and reserved to the Government, its agents, licensees, servants and those authorized by it the exclusive right and liberty throughout the Lease Term to construct, operate and maintain within the Stratum Areas any future railways and tunnels, structures, facilities and installations thereof to be constructed, installed, operated and maintained therein (hereinafter referred to as “the Proposed Railway Systems”) for the use by such person or persons, (if applicable) by such vehicles, at such times, in such manner and for such purposes as the Government may see fit.

- (b) 「承租人」須確保已建或擬建於「該土地」下面及「地層範圍」內之「擬建鐵路系統」的範圍無誤，以令其本人信納，並且不得就「擬建鐵路系統」之建造、存在或運作所引致或產生的對「該土地」或「承租人」任何種類的損壞、滋擾、干擾、煩擾、損失或損害對政府或其任何人員、代理、承租人、租戶、傭工或獲其授權的人士提出任何索償。
- (c) 除非及直至政府已委任「擬建鐵路系統」的營運商(下稱「營運商」)，「承租人」在「該土地」展開任何工程之前必須先諮詢路政署署長，並在政府已委任「營運商」後，「承租人」在「該土地」展開任何工程之前必須先諮詢「營運商」，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或「擬建鐵路系統」之安全運作(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取路政署署長或「營運商」(視屬何情況而定)要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「擬建鐵路系統」運作安全。就「該租契」條款第4.32(c)條而言「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建築工程。
- (d) 「承租人」須遵守及履行一切目前生效且關乎「擬建鐵路系統」之條例、附屬則例及規例及任何修訂法例。
- (e) 「承租人」不得以任何形式干預「擬建鐵路系統」的建造、使用及運作。
- (f) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「擬建鐵路系統」或其附近的任何建築物的任何部分提出的一切要求。
- (g) 「承租人」在任何時間須允許「署長」、路政署署長、「營運商」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、車輛、機器或設備進出、往返及再經過「該土地」或其任何部分和已建於其上的任何建築物，以進行工程及進行與「擬建鐵路系統」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第4.32(g)條所賦予的權利所產生或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得就任何損失、損害、滋擾或干擾向他或他們提出索償或反對。

- (b) The Lessee shall satisfy himself as to the extent of the Proposed Railway Systems constructed or to be constructed under the said land and within the Stratum Areas and shall not make any claim against the Government or any of its officers, agents, lessees, tenants, servants or those authorized by it for any damage, nuisance, disturbance, annoyance, loss or detriment of any kind whatsoever either to the said land or to the Lessee caused by or arising out of the construction, presence or operation of the Proposed Railway Systems.
- (c) Prior to the commencement of any works whatsoever on the said land, the Lessee shall, unless and until the operator of the Proposed Railway Systems (hereinafter referred to as “the Operator”) has been appointed by the Government, consult the Director of Highways, and upon the appointment of the Operator by the Government, the Lessee shall thereafter consult the Operator so as to ensure that any such works will not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Proposed Railway Systems (as to which the decision of the Director shall be conclusive) and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Director of Highways or the Operator, as the case may be, to ensure the safety of any railway works, structures, facilities or installations and the operation of the Proposed Railway Systems. For the purpose of Clause No. 4.32(c) of the said lease, “works” shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.
- (d) The Lessee shall observe and comply with all Ordinances, By-laws and Regulations and any amendments thereto for the time being in force and relating to the Proposed Railway Systems.
- (e) The Lessee shall not interfere in any way with the construction, use and operation of the Proposed Railway Systems.
- (f) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Proposed Railway Systems.
- (g) The Lessee shall, at all times, permit the Director, the Director of Highways, the Operator and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the said land or any part thereof and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Proposed Railway Systems. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under Clause No. 4.32(g) of the said lease and no claim or objection shall be made against him or them by the Lessee in respect of any loss, damage, nuisance or disturbance.

20 「該租契」條款第4.33條訂明：

- (a) (i) 政府獲保留「該土地」在「附圖」上以粉紅加綠斜線顯示之該部分(下稱「粉紅加綠斜線範圍」)並位於香港主水平基準之上大約11.9米之下水平(下稱「沙中綫鑽石山站地層範圍」)。「承租人」概無「沙中綫鑽石山站地層範圍」的權利、擁有權、管有權或使用權(除「該租契」條款第4.33條訂明之外)。「承租人」亦沒有就「沙中綫鑽石山站地層範圍」提出任何申索或索償的權利。
- (ii) 政府獲保留在「附圖」上以粉紅加綠交叉斜線顯示，位於香港主水平基準之上大約18.7米之下水平之該部分「該土地」作一個鐵路入口之用(該入口下稱「入口設施」而該地層下稱「沙中綫鑽石山站入口範圍」)。「承租人」概無「入口設施」及「沙中綫鑽石山站入口範圍」的權利、擁有權、管有權或使用權(除「該租契」條款第4.33條訂明之外)。「承租人」亦沒有就「入口設施」及「沙中綫鑽石山站入口範圍」提出任何申索或索償的權利。
- (iii) 政府、其代理、特許持有人、傭工及獲其授權的人士獲保留獨有權利和自由在整段「批租年期」內於「沙中綫鑽石山站地層範圍」內建造、運作及保養稱為沙田至中環綫的鐵路及其任何延綫(下稱「沙中綫鐵路」)。「承租人」並於「沙中綫鑽石山站入口範圍」內建造、運作及保養「入口設施」包括裡面或其附屬的所有構築物，以供政府認為適宜的人士(如適用)該等車輛按照政府認為適宜的時間、方式和目的使用。
- (b) 「承租人」須確保已建或擬建於「該土地」下面及「沙中綫鑽石山站地層範圍」和「沙中綫鑽石山站入口範圍」內之「沙中綫鐵路」及「入口設施」的範圍無誤，以令其本人信納，並且不得就「沙中綫鐵路」或「入口設施」及裡面或其附屬的所有構築物之建造、存在或運作所引致或產生的對「該土地」或「承租人」任何種類的損壞、滋擾、干擾、煩擾、損失或損害對政府或其任何人員、代理、承租人、租戶、傭工或獲其授權的人士提出任何索償。
- (c) 在「該土地」展開任何工程之前，「承租人」必須先諮詢香港鐵路有限公司(下稱「港鐵公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或「沙中綫鐵路」之安全運作(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取「港鐵公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「沙中綫鐵路」運作安全。就「該租契」條款第4.33(c)條而言「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建築工程。
- (d) 「承租人」須遵守及履行一切目前生效且關乎「沙中綫鐵路」之條例、附屬則例及規例及任何修訂法例。

20 Clause No. 4.33 of the said lease stipulates that:

- (a) (i) There is excepted and reserved to the Government the portions of the said land shown coloured pink hatched green on the Plan (hereinafter referred to as “the Pink Hatched Green Areas”) below a level of approximately 11.9 metres above the Hong Kong Principal Datum (hereinafter referred to as “the Stratum Areas for SCL Railway Diamond Hill Station”) as to which the Lessee shall have no right of or title to the ownership, possession or use (except as provided in Clause No. 4.33 of the said lease) nor any right or claim to compensation whatsoever in respect thereof.
- (ii) There is excepted and reserved to the Government at or in the portion of the said land as shown coloured pink cross-hatched green on the Plan below a level of approximately 18.7 metres above the Hong Kong Principal Datum for a railway station entrance (the said entrance is hereinafter referred to as “the Entrance Facilities” and the said stratum is hereinafter referred to as “the SCL Railway Diamond Hill Station Entrance Area”) as to which the Lessee shall have no right of or title to the ownership, possession or use (except as provided in Clause No. 4.33 of the said lease) nor any right or claim to compensation whatsoever in respect thereof.
- (iii) There is also excepted and reserved to the Government, its agents, licensees, servants and those authorized by it the exclusive right and liberty throughout the Lease Term to construct, operate and maintain within the Stratum Areas for SCL Railway Diamond Hill Station the railway known as the Shatin to Central Link and any extension thereto (hereinafter referred to as “the SCL Railway”) and to construct, operate and maintain within the SCL Railway Diamond Hill Station Entrance Area the Entrance Facilities including all structures therein or pertaining thereto for the use by such person or persons, (if applicable) by such vehicles, at such times, in such manner and for such purposes as the Government may see fit.
- (b) The Lessee shall satisfy himself as to the extent of the SCL Railway and the Entrance Facilities constructed or to be constructed under the said land and within the Stratum Areas for SCL Railway Diamond Hill Station and the SCL Railway Diamond Hill Station Entrance Area and shall not make any claim against the Government or any of its officers, agents, lessees, tenants, servants or those authorized by it for any damage, nuisance, disturbance, annoyance, loss or detriment of any kind whatsoever either to the said land or to the Lessee caused by or arising out of the construction, presence or operation of the SCL Railway or the Entrance Facilities and all structures therein or pertaining thereto.
- (c) Prior to the commencement of any works whatsoever on the said land, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as “the MTRCL”) so as to ensure that any such works will not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the SCL Railway (as to which the decision of the Director shall be conclusive) and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the MTRCL to ensure the safety of any railway works, structures, facilities or installations and the operation of the SCL Railway. For the purpose of Clause No. 4.33(c) of the said lease, “works” shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.
- (d) The Lessee shall observe and comply with all Ordinances, By-laws and Regulations and any amendments thereto for the time being in force and relating to the SCL Railway.

- (e) 「承租人」不得以任何形式干預「沙中綫鐵路」或「入口設施」及裡面或其附屬的所有構築物的建造、使用及運作。
- (f) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「沙中綫鐵路」或其附近的任何建築物的任何部分提出的一切要求。
- (g) 「承租人」在任何時間須允許「署長」、「港鐵公司」、九廣鐵路公司(下稱「九鐵公司」)及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、車輛、機器或設備進出、往返及再經過「該土地」和已建於其上的任何建築物，以進行工程及進行與「沙中綫鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第4.33(g)條所賦予的權利所產生或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得向他或他們提出索償或反對。
- (h) 如《香港鐵路條例》第4條、《香港鐵路條例》其下的規例或任何修訂法例所授予「港鐵公司」經營「沙中綫鐵路」或影響「該土地」或其任何部分的「沙中綫鐵路」部份的專營權(包括任何延期)屆滿時，「該租契」條款第4.33條所指的「港鐵公司」應(如適用)指政府、其提名人或政府指定的第三方。

21 「該租契」條款第4.34(a)條至第4.34(g)條訂明：

- (a) 除「該租契」條款第4.34(c)條另有規定外，「承租人」須在整段「批租年期」內在「附圖」上以綠色界線顯示的範圍的地面水平之處及沿途維持一條通道(下稱「公共通道範圍(擬建鐵路)」)，以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用。
- (b) 「承租人」須自費以令路政署署長在各方面滿意的方式按照路政署署長可批准或規定的方式、物料、標準、水平、定線、寬度及設計鋪設、構建、建造及提供「公共通道範圍(擬建鐵路)」。
- (c) 除「該租契」條款第4.37條另有規定外及除非事先獲得路政署署長的書面同意，不得在「附圖」上以綠色界線顯示的範圍(下稱「綠色界線範圍」)內的地面水平或由「綠色界線範圍」地面水平向上伸展達5.1米的上空空間內興建或建造植物、建築物、構築物、為任何建築物或構築物而設的結構或支撐、或突出物。路政署署長就何謂「綠色界線範圍」的地面水平作出的決定為最終決定，並對「承租人」具約束力。
- (d) 「承租人」須在整段「批租年期」內自費保養「公共通道範圍(擬建鐵路)」，使其處於修繕妥當的狀況，令路政署署長滿意。

- (e) The Lessee shall not interfere in any way with the construction, use and operation of the SCL Railway nor the Entrance Facilities and all structures therein or pertaining thereto.
- (f) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the SCL Railway.
- (g) The Lessee shall, at all times, permit the Director, the MTRCL, the Kowloon-Canton Railway Corporation (hereinafter referred to as "the KCRC") and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the said land and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the SCL Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under Clause No. 4.33(g) of the said lease and no claim or objection shall be made against him or them by the Lessee.
- (h) In the event the MTRCL ceases to operate the SCL Railway or any part of the SCL Railway affecting the said land or any part thereof upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation or otherwise, any reference to the MTRCL in Clause No. 4.33 of the said lease shall where appropriate mean the Government, its nominee or a third party designated by the Government.

21 Clauses Nos. 4.34(a) to (g) of the said lease stipulate that:

- (a) Subject to Clause No. 4.34(c) of the said lease, the Lessee shall throughout the Lease Term keep a passageway at and along the ground level of the area shown edged green on the Plan (hereinafter referred to as "the Public Passage Area (Proposed Railway)") open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.
- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Director of Highways lay, form, construct and provide the Public Passage Area (Proposed Railway) in such manner, with such materials and to such standards, levels, alignment, width and designs as may be approved or required by the Director of Highways.
- (c) Subject to Clause No. 4.37 of the said lease and except with prior written consent of Director of Highways, no plantings, building, structure, support for any building or buildings or structure or structures, or projection shall be erected or constructed within the area shown edged green on the Plan (hereinafter referred to as "the Edged Green Area") at the ground level or within the air space extending upwards from the ground level of the Edged Green Area to a height of 5.1 metres. The decision of the Director of Highways as to what constitutes the ground level of the Edged Green Area shall be final and binding on the Lessee.
- (d) The Lessee shall throughout the whole Lease Term maintain at its own expense the Public Passage Area (Proposed Railway) in good and substantial condition and repair to the satisfaction of the Director of Highways.

- (e) 政府就公眾人士行使「該租契」條款第4.34(a)條賦予的通行權所導致(不論是直接或間接導致的)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、干擾、人命傷亡(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾、干擾、人命傷亡向政府提出索償。
- (f) 「承租人」須就履行或未有履行「承租人」在「該租契」條款第4.34(a)條、第4.34(b)條及第4.34(d)條下之責任所引致(不論是直接或間接引致的)或與之相關產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。
- (g) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第4.34(a)條的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍(擬建鐵路)」訂為公眾專用。

22 「該租契」條款第4.35(a)條至第4.35(g)條訂明：

- (a) 「承租人」須在整段「批租年期」內在「附圖」上粉紅加紅斜線顯示的範圍的地面水平之處及沿途維持一條通道(下稱「公共通道範圍(沙中綫鐵路)」)，以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用。
- (b) 「承租人」須自費以令「署長」在各方面滿意的方式按照「署長」可批准或規定的方式、物料、標準、水平、定線、寬度及設計鋪設、構建、建造及提供「公共通道範圍(沙中綫鐵路)」。
- (c) 除非事先獲得「署長」的書面同意，不得在「附圖」上以粉紅加紅斜線顯示的範圍(下稱「粉紅加紅斜線範圍」)內的地面水平或由「粉紅加紅斜線範圍」地面水平向上伸展達高於香港主水平基準大約17.0米的上空空間內興建或建造建築物、構築物、為任何建築物或任何構築物而設的支撐、或突出物。「署長」就何謂「粉紅加紅斜線範圍」的地面水平作出的決定為最終決定，並對「承租人」具約束力。
- (d) 「承租人」須在整段「批租年期」內自費保養「公共通道範圍(沙中綫鐵路)」，使其處於修繕妥當的狀況，令「署長」滿意。
- (e) 政府就公眾人士行使「該租契」條款第4.35(a)條賦予的通行權所導致(不論是直接或間接導致的)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、干擾、人命傷亡(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾、干擾、人命傷亡向政府提出索償。

- (e) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance, disturbance, death or injury whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of or incidental to the exercise of the right of passage by members of the public conferred under Clause No. 4.34(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (f) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the Lessee's obligations under Clauses Nos. 4.34(a), 4.34(b) or 4.34(d) of the said lease.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in Clause No. 4.34(a) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area (Proposed Railway) to the public for the right of passage.

22 Clauses Nos. 4.35(a) to (g) of the said lease stipulate that:

- (a) The Lessee shall throughout the Lease Term keep a passageway at and along the ground level of the area shown coloured pink hatched red on the Plan (hereinafter referred to as "the Public Passage Area (SCL Railway)") open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.
- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Director lay, form, construct and provide the Public Passage Area (SCL Railway) in such manner, with such materials and to such standards, levels, alignment, width and designs as may be approved or required by the Director.
- (c) Except with the prior written consent of the Director, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink hatched red on the Plan (hereinafter referred to as "the Pink Hatched Red Area") at the ground level or within the air space extending upwards from the ground level of the Pink Hatched Red Area to a level of approximately 17.0 metres above the Hong Kong Principal Datum. The decision of the Director as to what constitutes the ground level of the Pink Hatched Red Area shall be final and binding on the Lessee.
- (d) The Lessee shall throughout the whole Lease Term maintain at its own expense the Public Passage Area (SCL Railway) in good and substantial condition and repair to the satisfaction of the Director.
- (e) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance, disturbance, death or injury whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of or incidental to the exercise of the right of passage by members of the public conferred under Clause No. 4.35(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance, disturbance, death or injury.

- (f) 「承租人」須就履行或未有履行「承租人」在「該租契」條款第4.35(a)條、第4.35(b)條及第4.35(d)條下之責任所引致(不論是直接或間接引致的)或與之相關產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。
- (g) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第4.35(a)條的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍(沙中綫鐵路)」訂為公眾專用。

23 「該租契」條款第4.36條訂明：

- (a) 在「該土地」展開任何工程包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建築工程之前，「承租人」必須先諮詢「港鐵公司」，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或鐵路(鐵路據《香港鐵路條例》(第556章)第2條(下稱「港鐵條例」)定義)及其延伸部分(下稱「鐵路」)之安全運作(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取「港鐵公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作安全。
- (b) 「承租人」須履行一切關乎「鐵路」之條例、附例及規例及任何修訂法例。
- (c) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「鐵路」或其附近的任何建築物的任何部分提出的一切要求。
- (d) 「承租人」須允許「署長」、「港鐵公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、車輛、機器或設備進出、往返及再經過「該土地」和已建於其上的任何建築物，以進行工程及進行與「鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第4.36(d)條所賦予的權利所產生或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干預承擔任何責任，而且「承租人」不得向他或他們提出索償或反對。
- (e) 如「港鐵公司」在「港鐵條例」第4條所授予「港鐵公司」經營「鐵路」或影響「該土地」的「鐵路」部份的專營權(包括任何延期)屆滿後終止經營「鐵路」，「該租契」條款第4.36條所指的「港鐵公司」應(如適用)指政府、其提名人或政府指定的第三方。

- (f) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the Lessee's obligations under Clauses Nos. 4.35(a), 4.35(b) or 4.35(d) of the said lease.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in Clause No. 4.35(a) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area (SCL Railway) to the public for the right of passage.

23 Clause No. 4.36 of the said lease stipulates that:

- (a) Prior to the commencement of any works whatsoever on the said land including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Lessee shall consult the MTRCL so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under Section 2 of the Mass Transit Railway Ordinance, Chapter 556 (hereinafter referred to as "the MTR Ordinance") and any extension thereto (hereinafter referred to as "the Railway") (as to which the decision of the Director shall be conclusive) and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the MTRCL to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.
- (b) The Lessee shall comply with all Ordinances, By-laws and Regulations and any amendments thereto relating to the Railway.
- (c) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (d) The Lessee shall, permit the Director, the MTRCL and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the said land and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under Clause No. 4.36(d) of the said lease and no claim or objection shall be made against him or them by the Lessee.
- (e) In the event the MTRCL ceases to operate the Railway or any part of the Railway affecting the said land upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the MTR Ordinance or otherwise, any reference to the MTRCL in Clause No. 4.36 of the said lease shall where appropriate mean the Government, its nominee or a third party designated by the Government.

24 「該租契」條款第4.37條訂明：

- (a) (i) 除非事先得到渠務署署長書面同意，否則不得在「該租契」的「附圖」上以粉紅加黑斜線、粉紅加黑斜線加紅斑點及粉紅加黑斜線加黑斑點顯示及標記為「D.R.」的渠務專用範圍(下稱「渠務專用範圍」)上、上方、下面、之上、之下或之內豎立、興建或放置任何植物、建築物、構築物或任何建築物或構築物的支撐物件。除非車輛可隨時駛走，否則不得停泊於「渠務專用範圍」之上或之內。渠務署署長就何謂可隨時駛走的車輛的決定為最終決定，並對「承租人」具約束力。
- (ii) 儘管「該租契」條款第4.37(a)(i)條有所規定，在獲得渠務署署長事先書面同意並受制於渠務署署長可施加的條款及條件，「承租人」可於「渠務專用範圍」之上或之內豎立、興建或放置或允許他人豎立、興建或放置經渠務署署長批准的石壘花槽、表面渠道、沙井、地下喉管、電纜管道、拉線井、交通標誌、坑道、小型工程及植物及伸出的簷篷(惟從「渠務專用範圍」地面水平向上延伸須有不少于5.1米的淨空間)，惟假如及當渠務署署長要求時，「承租人」須自費在渠務署署長指明的時間內並在各方面均令渠務署署長滿意下，移除或拆卸該等石壘花槽、表面渠道、沙井、地下喉管、電纜管道、拉線井、交通標誌、坑道、小型工程及植物及伸出的簷篷或其中任何部分，並使「渠務專用範圍」或其任何部分恢復原狀。如「承租人」未能在指定時間內進行該等移除、拆卸或恢復原狀工程或因應緊急情況而被要求時，渠務署署長可進行其認為必須的該等工程，而「承租人」須按要求向政府支付該等工程的費用。就「該租契」條款第4.37條而言，渠務署署長就何謂「渠務專用範圍」地面水平的決定為最終決定，並對「承租人」具約束力。
- (b) 除「該租契」條款第4.37(a)(ii)條另有規定外，任何可能阻塞「該租契」條款第4.37(c)條所指的「公用設施」或引致其超出荷載的物件或物料，不論性質為何，都不得放置於「渠務專用範圍」之內。倘若渠務署署長認為(其意見為最終意見，並對「承租人」具約束力)「渠務專用範圍」內有物件或物料可能會阻塞「公用設施」或引致其超出荷載，渠務署署長有權以書面通知要求「承租人」以各方面均令渠務署署長滿意的方式自費拆卸或移除該等物件或物料，並恢復「渠務專用範圍」的原狀。如「承租人」忽略或沒有在通知書訂明的限期內遵行有關要求，或情況緊急，渠務署署長可進行其認為必須的清除、拆卸及恢復原狀工程，「承租人」須按要求向政府支付該等工程的費用。

24 Clause No. 4.37 of the said lease stipulates that:

- (a) (i) Except with the prior written consent of the Director of Drainage Services, no plantings, building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the areas of drainage reserve shown coloured pink hatched black, pink hatched black stippled red and pink hatched black stippled black and marked "D.R." on the Plan (hereinafter referred to as "the Drainage Reserve Area"). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Area. The decision of the Director of Drainage Services as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.
- (ii) Notwithstanding Clause No. 4.37(a)(i) of the said lease, with the prior written consent of the Director of Drainage Services and subject to such terms and conditions as he may impose, the Lessee may erect or construct or place or permit to be erected or constructed or placed on or within the Drainage Reserve Area kerb planters, surface channel, manhole, underground pipework, cable duct, drawpit, traffic sign, trench, a minor structure or structures and plantings and projecting canopies provided that there is a clear space extending upwards from the ground level of the Drainage Reserve Area to a height of not less than 5.1 metres as may be approved by the Director of Drainage Services provided that if and when required by the Director of Drainage Services, the Lessee shall at its own expense, within the period specified by and in all respects to the satisfaction of the Director of Drainage Services, remove or demolish such kerb planters, surface channel, manhole, underground pipework, cable duct, drawpit, traffic sign, trench, a minor structure or structures and plantings and projecting canopies or any part thereof and reinstate the Drainage Reserve Area or any part thereof. If the Lessee fails to carry out such removal demolition or reinstatement works within the period specified or as required in an emergency, the Director of Drainage Services may carry out such works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works. For the purpose of Clause No. 4.37 of the said lease, the decision of the Director of Drainage Services as to what constitutes the ground level of the Drainage Reserve Area shall be final and binding on the Lessee.
- (b) Subject to Clause No. 4.37(a)(ii) of the said lease, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in Clause No. 4.37(c) of the said lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director of Drainage Services may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

- (c) 政府、渠務署署長、獲其正式授權的人員、承辦商及工人，不論是否備有工具、設備、機器或汽車，均獲保留權利不受限制自由隨時進出、往返及或再經過「該土地」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，以及進行政府、渠務署署長、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務(下稱「公用設施」)。
- (d) 政府、渠務署署長、其人員、承辦商及工人毋須對政府或上述人士行使「該租契」條款第4.37(b)條及4.37(c)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何上述損失、損害、滋擾或干擾向政府或上述人士提出索償，因行使上述權利和權力而須將挖掘的坑道恢復原狀的情況除外。

25 「該租契」條款第5.2條訂明：

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

26 「該租契」條款第5.3條訂明：

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

27 「該租契」條款第5.4條訂明：

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

- (c) There is reserved unto the Government and the Director of Drainage Services, its or their duly authorized officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the said land or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as "the Utilities") which the Government, the Director of Drainage Services, its or their officers, contractors and workmen may require or authorize.
- (d) The Government, the Director of Drainage Services, its or their officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under Clauses Nos. 4.37(b) and 4.37(c) of the said lease and no claim shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and power.

25 Clause No. 5.2 of the said lease stipulates that:

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

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

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

27 Clause No. 5.4 of the said lease stipulates that:

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

28 「該租契」條款第5.5條訂明：

- (a) 如果任何土地存在或已經被削去、移走或後移或補強或填土或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該土地」內或任何政府土地內，旨在構建、平整或開發「該土地」或其中任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該土地」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」內自費維持「該土地」、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使署長滿意。
- (b) 「該租契」條款第5.5(a)條的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第5.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該土地」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復或彌補，使「署長」滿意，並須就上述倒塌、山泥傾瀉或沉降而導致（不論是直接或間接導致的）或與上述倒塌、山泥傾瀉或沉降相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟（不論任何或如何引致）向政府作出彌償，並使政府持續得到彌償。
- (d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養「該土地」、斜坡處理工程、護土牆或其他承托物、保護物和排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指明的期限內，遵從該通知要求，並使「署長」滿意，「署長」可立即執行和進行任何必要的工程，「承租人」須按政府要求即時償還政府因此產生的費用，連同任何行政或專業費用及開支。

29 「該租契」條款第5.6條訂明：

未經「署長」的事先書面同意，不得在「該土地」使用碎石設備。

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the said land or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the said land or any part thereof or any other works required to be done by the Lessee under the said lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the said land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in Clause No. 5.5(a) of the said lease shall prejudice the Government's rights under the said lease, in particular Clause No. 5.4 of the said lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the said land or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the said lease for breach of any of the terms and covenants contained in the said lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

29 Clause No. 5.6 of the said lease stipulates that:

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

30 「該租契」條款第5.7條訂明：

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

31 「該租契」條款第5.8條訂明：

- (a) 倘若來自「該土地」或受「該土地」任何發展項目影響的其他範圍的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢物」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業(下稱「政府的物業」)，「承租人」須自費清理該等廢物並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所引致的一切法律行動、索償及要求對政府作出彌償。
- (b) 儘管「該租契」條款第5.8(a)條有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理廢物並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

32 「該租契」條款第5.9條訂明：

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

30 Clause No. 5.7 of the said lease stipulates that:

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

31 Clause No. 5.8 of the said lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the said land, or from other areas affected by any development of the said land being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding Clause No. 5.8(a) of the said lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

32 Clause No. 5.9 of the said lease stipulates that:

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

非「署長」另作選擇，明渠、污水渠、雨水渠或總水管之修復須由「署長」進行，「承租人」須在按要求時向政府支付該等工程費用。如果「承租人」未能對「該土地」及「棕色範圍」或其中部分或任何「服務設施」進行上述必要的改道、重鋪、維修、彌補及修復工程，並使「署長」滿意，「署長」可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，「承租人」須在被要求時向政府支付該等工程費用。

33 「該租契」條款第5.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切法律行動、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

34 「該租契」條款第6.3條訂明：

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

out by the Director, unless the Director elects otherwise, and the Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said land and the Brown Areas 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.

33 Clause No. 5.10 of the said lease stipulates that:

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

34 Clause No. 6.3 of the said lease stipulates that:

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

- (b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利隨時出入、經過和再經過「該土地」或其任何部分，以視察、保養、維修及翻新「該租契」條款第6.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得任何上述人士正式授權的人行使「該租契」條款第6.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第6.3(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)。

35 「該租契」條款第6.5條訂明：

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

註：請查閱批地文件全文及批地文件附圖以了解上述條款及批地文件中其他條款的全部詳情。批地文件的全文可於觀塘開源道33號建生廣場一樓內之房委會綠置居銷售小組辦事處開放時間內免費查閱。

- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 6.3(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 6.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 6.3(a) of the said lease, all to be done to the satisfaction of the Director.

35 Clause No. 6.5 of the said lease stipulates that:

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

Note: For full details of the above provisions and other provisions in the Land Grant, please refer to the Land Grant and the plan annexed to the Land Grant. Full script of the Land Grant is available for inspection free of charge during opening hours at the office of the GSH Sales Unit of the HA on 1/F., Pioneer Place, 33 Hoi Yuen Road, Kwun Tong.

17 公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「棕色範圍」

(i) 批地文件的有關條文

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

「該租契」條款第4.28條訂明：

- (a) 「該土地」是連同「承租人」、其租客、傭工、訪客、工人及在該方面獲「承租人」授權的其他人士不時及在「批租年期」內的所有時間，為妥善使用和享用與「該土地」相關的所有合法目的，在「署長」批准的高度內往返、沿經、跨越、路經及途經「棕色範圍」的非專有權利一併批出。
- (b) 「承租人」須在2023年12月31日前或「署長」可指明的其他時限內，自費按「署長」所要求或批准的方式、物料及標準，在獲授予「該租契」條款第4.28(a)條所指的通行權行經及沿經的「棕色範圍」上興建一條鋪平道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠及「署長」可能要求的其他構築物。
- (c) 「承租人」須自費維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令「署長」滿意，且「承租人」須對其整體負責，猶如其為「棕色範圍」的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權行經及沿經的「棕色範圍」的其中部分或影響其斜度時，「承租人」不得提出任何索償，且「承租人」須自費對其興建的鋪平道路進行所有由此產生的改動，令「署長」滿意。
- (e) 「承租人」獲授予的「該租契」條款第4.28(a)條所指的通行權並沒有授予「承租人」對「棕色範圍」的專有權利。政府有權在任何時候將「棕色範圍」或其任何部分的通行權授予鄰近任何其他地段目前或將來任何時候的業主，或於任何時候接管「棕色範圍」的全部或任何部份作公眾街道，而毋須向「承租人」或其他獲授予「棕色範圍」的全部或任何部份通行權的業主支付任何賠償。
- (f) 如果「承租人」不履行其在「該租契」條款第4.28(b)條及第4.28(c)條的義務，政府可進行必要的建造、保養及維修工程，費用由「承租人」承擔，「承租人」須應要求向政府支付相等於該等費用的金額，該金額由「署長」決定，其決定為最終決定，並對「承租人」具約束力。

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

1. THE BROWN AREAS

(i) Relevant Provisions of the Land Grant

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

Clause No. 4.28 of the said lease stipulates that:

- (a) The said land is granted together with a non-exclusive right for the Lessee, its tenants, servants, visitors, workmen and other persons authorized by the Lessee in that behalf from time to time and at all times during the Lease Term for all lawful purposes connected with the proper use and enjoyment of the said land to pass and repass on, along, over, by and through the Brown Areas at such levels as may be approved by the Director.
- (b) The Lessee shall, before the 31st day of December 2023 or within such other time limit as may be specified by the Director, at the Lessee's own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains and other structures as the Director may require on the Brown Areas over and along which a right of way referred to in Clause No. 4.28(a) of the said lease is given.
- (c) The Lessee shall at its own expense uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if the Lessee were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Areas over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director.
- (e) The grant of the right of way referred to in Clause No. 4.28(a) of the said lease shall not give the Lessee the exclusive right over the Brown Areas. The Government shall have the right at any time to grant rights of way over the Brown Areas or any portion thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over at any time the whole or any portion of the Brown Areas for the purposes of a public road without payment of any compensation to the Lessee or to any other owners to whom rights of way over the whole or any portion of the Brown Areas may have been granted.
- (f) In the event of the non-fulfilment of the Lessee's obligations under Clauses Nos. 4.28(b) and 4.28(c) of the said lease, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Lessee.

(g) 即使已授予「該租契」條款第4.28(a)條所指的通行權，政府有充分權利和權力在向「承租人」發出不少於14天的書面通知(緊急情況除外)後，在「署長」絕對酌情認為合適時，鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新在「該租契」日期或「該租契」日期後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」(如「該租契」條款第5.9條所定義)，修補因此引致的任何及所有損害；「署長」、其人員、承辦商、工人及獲其授權的任何其他人士有權在不論是否備有工具、設備、機械、機器或汽車，在任何時候為上述目的自由進出、往返及再經過「棕色範圍」。未經「署長」事先書面批准，「承租人」不得干擾或容許任何人干擾在「該租契」日期或「該租契」日期後可能位於「棕色範圍」之上、上方、下方或毗鄰地方的「服務設施」。政府、「署長」、其人員、承辦商、工人及獲其授權的任何其他人士(除了修補因行使上述任何權利和權力引致的任何及所有損害外)毋須因行使「該租契」條款第4.28(g)條所賦予的權利和權力而產生或附帶產生對「承租人」造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得向任何或所有上述人士提出索償或反對。

(ii) 「公契」的有關條文

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

i. 根據「公契」第四節第18條第(bf)項，「經理人」有權力、職能和責任維護、保養及維修「棕色範圍」及成為「棕色範圍」一部份或與其相關的所有物件，以令地政總署署長滿意。

(g) Notwithstanding the grant of the right of way referred to in Clause No. 4.28(a) of the said lease, the Government shall have the full right and power upon giving to the Lessee not less than 14 days' written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew the Services (as defined in Clause No. 5.9 of the said lease) which are as at the date of the said lease or may after the date of the said lease be upon over under or adjacent to the Brown Areas as the Director may in his absolute discretion deem fit making good any and all damage caused thereby and the Director his officers contractors workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Areas for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Services which are as at the date of the said lease or may after the date of the said lease be upon over under or adjacent to the Brown Areas without prior written approval from the Director. The Government, the Director, their officers, contractors, workmen and any other persons authorized by them shall (save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers) have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights and powers conferred under Clause No. 4.28(g) of the said lease and no claim nor objection shall be made against any or all of them by the Lessee.

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

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

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

2. 「隧道接駁位」及「行人天橋接駁位」

(i) 批地文件的有關條文

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

「該租契」條款第4.31條訂明：

- (a) (i) 受限於「運輸署署長」與路政署署長的事先書面協議並遵照他們所施加的任何條件，「承租人」可自費建造、提供及其後管理、保養和維修以下「該土地」上已建或擬建的建築物周界的結構支撐物和接駁位，使其處於修繕妥當的狀況，令路政署署長滿意：
- (I) 在「附圖」上顯示及標明為P1點及P2點之間或「署長」規定或批准的該等其他地點及水平（該等結構支撐物和接駁位以下統稱「隧道接駁位」，包括任何此表述的任何修訂、更改、增訂、更新或更換），以接收及連接「擬建隧道專用範圍」內已建或擬建的「擬建隧道」；以及
- (II) 在「附圖」上顯示及標明為P3點及P4點之間或「署長」規定或批准的該等其他地點及水平（該等結構支撐物和接駁位以下統稱「行人天橋接駁位」，包括任何此表述的任何修訂、更改、增訂、更新或更換），以接收及連接在相鄰或毗鄰「該土地」的政府土地上已建或擬建、及其大概位置於「附圖」上顯示及標示為「PROPOSED FOOTBRIDGE」的行人天橋（下稱「擬建行人天橋」，包括對其的任何更改、更新或更換）。
- (ii) 當「隧道接駁位」及「行人天橋接駁位」（以下統稱「該等接駁位」）已根據「該租契」條款第4.31(a)(i)條建造及提供，直至「批租年期」屆滿前，政府及任何可能獲政府授權的人均獲保留受支撐的權利，以及於「附圖」上顯示及標明位於P1點及P2點之間或「署長」規定或批准的該等其他地點及一個或多個水平連接「擬建隧道」至「隧道接駁位」的權利及於「附圖」上顯示及標明位於P3點及P4點之間或「署長」規定或批准的該等其他地點及一個或多個水平連接「擬建行人天橋」至「行人天橋接駁位」的權利，而不需支付任何費用及收費。

2. THE SUBWAY CONNECTION AND THE FOOTBRIDGE CONNECTION

(i) Relevant Provisions of the Land Grant

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

Clause No. 4.31 of the said lease stipulates that:

- (a) (i) Subject to the prior written agreement by the C for T and the Director of Highways and in conformity with any conditions imposed by them, the Lessee may at its own expense construct, provide and thereafter manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Highways structural supports and connections at and from the perimeters of the building or buildings erected or to be erected on the said land:
- (I) between the points P1 and P2 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director (which structural supports and connections are hereinafter collectively referred to as “the Subway Connection” which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect the Proposed Subway constructed or to be constructed within the Reserved Area for the Proposed Subway; and
- (II) between the points P3 and P4 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director (which structural supports and connections are hereinafter collectively referred to as “the Footbridge Connection” which expression shall include any amendments, alterations, additions, renewal or replacement thereto or thereof) to receive and connect a footbridge constructed or to be constructed over the Government land adjacent to or adjoining the said land at the approximate position shown and marked “PROPOSED FOOTBRIDGE” on the Plan (hereinafter referred to as “the Proposed Footbridge” which expression shall include any alteration thereto or any renewal or replacement thereof).
- (ii) Where the Subway Connection and the Footbridge Connection (hereinafter collectively referred to as “the Connections”) are constructed and provided pursuant to Clause No. 4.31(a)(i) of the said lease, there shall, until the expiry of the Lease Term, be reserved unto the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Proposed Subway to the Subway Connection at a location between the points P1 and P2 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director and the Proposed Footbridge to the Footbridge Connection at a location between the points P3 and P4 shown and marked on the Plan or such other points and at such level or levels as shall be required or approved by the Director.

(iii) 當「該等接駁位」已根據「該租契」條款第4.31(a)(i)條建造及提供，直至「批租年期」屆滿前，政府及任何可能獲政府授權的人均獲保留所有必需的權利，以佔用「署長」可能要求的「該土地」的部分，作連接「擬建隧道」至「隧道接駁位」與連接「擬建行人天橋」至「行人天橋接駁位」的用途。

(b) 為免存疑，「承租人」現確認及同意政府絕不保證「擬建隧道」及「擬建行人天橋」將在未來興建。假如「擬建隧道」及「擬建行人天橋」或其任何部分沒有在未來興建，政府對「承租人」因其導致的或其與之相關的任何索償、損失或損害不承擔任何責任。

(ii) 「公契」的有關條文

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

i. 根據「公契」第四節第18條第(bg)項，「經理人」有權力、職能和責任在「行人天橋接駁位」竣工及獲提供以接收及連接「擬建行人天橋」後，根據「該租契」條款第4.31(a)(i)(II)條以令路政署署長滿意的方式管理、保養及維修「行人天橋接駁位」於修繕妥當的狀態。

ii. 根據「公契」第四節第18條第(bh)項，「經理人」有權力、職能和責任在「隧道接駁位」竣工及獲提供以接收及連接已建或擬建的「擬建隧道專用範圍」後，根據「該租契」條款第4.31(a)(i)(I)條以令路政署署長滿意的方式管理、保養及維修「隧道接駁位」於修繕妥當的狀態。

3. 「公共通道範圍(擬建鐵路)」

(i) 批地文件的有關條文

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

「該租契」條款第4.34(a)條至第4.34(g)條訂明：

(a) 除「該租契」條款第4.34(c)條另有規定外，「承租人」須在整段「批租年期」內在「附圖」上以綠色界線顯示的範圍的地面水平之處及沿途維持一條通道(下稱「公共通道範圍(擬建鐵路)」)，以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用。

(iii) Where the Connections are constructed and provided pursuant to Clause No. 4.31(a)(i) of the said lease, there shall, until the expiry of the Lease Term, be reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of occupation of such part or parts of the said land as may be required by the Director for the purpose of connecting the Proposed Subway to the Subway Connection and the Proposed Footbridge to the Footbridge Connection.

(b) For the avoidance of doubt, the Lessee hereby acknowledges and agrees that the Government in no way warrants that the Proposed Subway and the Proposed Footbridge will be constructed in the future and the Government shall be under no liability whatsoever to the Lessee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Proposed Subway and the Proposed Footbridge or any part or parts thereof are not constructed.

(ii) 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 18(bg) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to, after construction and provision of the Footbridge Connection to receive and connect the Proposed Footbridge, manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Highways the Footbridge Connection in accordance with Clause No. 4.31(a)(i)(II) of the said lease.

ii. Pursuant to Clause 18(bh) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to, after construction and provision of the Subway Connection to receive and connect the Proposed Subway constructed or to be constructed within the Reserved Area for the Proposed Subway, manage, maintain and repair in good and substantial repair and condition to the satisfaction of the Director of Highways the Subway Connection in accordance with Clause No. 4.31(a)(i)(I) of the said lease.

3. THE PUBLIC PASSAGE AREA (PROPOSED RAILWAY)

(i) Relevant Provisions of the Land Grant

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

Clauses Nos. 4.34(a) to (g) of the said lease stipulate that:

(a) Subject to Clause No. 4.34(c) of the said lease, the Lessee shall throughout the Lease Term keep a passageway at and along the ground level of the area shown edged green on the Plan (hereinafter referred to as “the Public Passage Area (Proposed Railway)”) open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.

- (b) 「承租人」須自費以令路政署署長在各方面滿意的方式按照路政署署長可批准或規定的方式、物料、標準、水平、定線、寬度及設計鋪設、構建、建造及提供「公共通道範圍(擬建鐵路)」。
- (c) 除「該租契」條款第4.37條另有規定外及除非事先獲得路政署署長的書面同意，不得在「附圖」上以綠色界線顯示的範圍(下稱「綠色界線範圍」)內的地面水平或由「綠色界線範圍」地面水平向上伸展達5.1米的上空空間內興建或建造植物、建築物、構築物、為任何建築物或構築物而設的結構或支撐、或突出物。路政署署長就何謂「綠色界線範圍」的地面水平作出的決定為最終決定，並對「承租人」具約束力。
- (d) 「承租人」須在整段「批租年期」內自費保養「公共通道範圍(擬建鐵路)」，使其處於修繕妥當的狀況，令路政署署長滿意。
- (e) 政府就公眾人士行使「該租契」條款第4.34(a)條賦予的通行權所導致(不論是直接或間接導致的)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、干擾、人命傷亡(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾、干擾、人命傷亡向政府提出索償。
- (f) 「承租人」須就履行或未有履行「承租人」在「該租契」條款第4.34(a)條、第4.34(b)條及第4.34(d)條下之責任所引致(不論是直接或間接引致的)或與之相關產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。
- (g) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第4.34(a)條的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍(擬建鐵路)」訂為公眾專用。

- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Director of Highways lay, form, construct and provide the Public Passage Area (Proposed Railway) in such manner, with such materials and to such standards, levels, alignment, width and designs as may be approved or required by the Director of Highways.
- (c) Subject to Clause No. 4.37 of the said lease and except with prior written consent of Director of Highways, no plantings, building, structure, support for any building or buildings or structure or structures, or projection shall be erected or constructed within the area shown edged green on the Plan (hereinafter referred to as "the Edged Green Area") at the ground level or within the air space extending upwards from the ground level of the Edged Green Area to a height of 5.1 metres. The decision of the Director of Highways as to what constitutes the ground level of the Edged Green Area shall be final and binding on the Lessee.
- (d) The Lessee shall throughout the whole Lease Term maintain at its own expense the Public Passage Area (Proposed Railway) in good and substantial condition and repair to the satisfaction of the Director of Highways.
- (e) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance, disturbance, death or injury whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of or incidental to the exercise of the right of passage by members of the public conferred under Clause No. 4.34(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (f) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the Lessee's obligations under Clauses Nos. 4.34(a), 4.34(b), or 4.34(d) of the said lease.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in Clause No. 4.34(a) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area (Proposed Railway) to the public for the right of passage.

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(bm)項，除「該租契」條款第4.34(c)條另有規定外，「經理人」有權力、職能和責任根據「該租契」條款第4.34(a)條在批租年期內維持「公共通道範圍(擬建鐵路)」以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用，並根據「該租契」條款第4.34(d)條在批租年期內以令路政署署長滿意的方式保養「公共通道範圍(擬建鐵路)」於修繕妥當的狀態，並支付涉及的費用。
- ii. 根據「公契」第七節第51(a)(1)條第(xxi)項，由「經理人」準備的周年財政預算的第一部分第一節應包括根據「該租契」條款第4.34(d)條保養「公共通道範圍(擬建鐵路)」的開支。
- iii. 根據「公契」第二附表B部第(j)項，公眾有權免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用「公共通道範圍(擬建鐵路)」。

4. 「公共通道範圍(沙中綫鐵路)」

(i) 批地文件的有關條文

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

「該租契」條款第4.35(a)條至第4.35(g)條訂明：

- (a) 「承租人」須在整段「批租年期」內在「附圖」上粉紅加紅斜線顯示的範圍的地面水平之處及沿途維持一條通道(下稱「公共通道範圍(沙中綫鐵路)」)，以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用。
- (b) 「承租人」須自費以令「署長」在各方面滿意的方式按照「署長」可批准或規定的方式、物料、標準、水平、定線、寬度及設計鋪設、構建、建造及提供「公共通道範圍(沙中綫鐵路)」。
- (c) 除非事先獲得「署長」的書面同意，不得在「附圖」上以粉紅加紅斜線顯示的範圍(下稱「粉紅加紅斜線範圍」)內的地面水平或由「粉紅加紅斜線範圍」地面水平向上伸展達高於香港主水平基準大約17.0米的上空空間內興建或建造建築物、構築物、為任何建築物或任何構築物而設的支撐、或突出物。「署長」就何謂「粉紅加紅斜線範圍」的地面水平作出的決定為最終決定，並對「承租人」具約束力。

(ii) 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 18(bm) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to, subject to Clause No. 4.34(c) of the said lease, throughout the said term of years, keep the Public Passage Area (Proposed Railway) open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption in accordance with Clause No. 4.34(a) of the said lease and, to throughout the said term of years, maintain the Public Passage Area (Proposed Railway) in good and substantial condition and repair to the satisfaction of the Director of Highways in accordance with Clause No. 4.34(d) of the said lease and pay the cost involved.
- ii. Pursuant to Clause 51(a)(1)(xxi) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for maintaining the Public Passage Area (Proposed Railway) in accordance with Clause No. 4.34(d) of the said lease.
- iii. Pursuant to Clause (j) of Part B of the Second Schedule of the DMC, the right in favour of the public to use the Public Passage Area (Proposed Railway) at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.

4. THE PUBLIC PASSAGE AREA (SCL RAILWAY)

(i) Relevant Provisions of the Land Grant

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

Clauses Nos. 4.35(a) to (g) of the said lease stipulate that:

- (a) The Lessee shall throughout the Lease Term keep a passageway at and along the ground level of the area shown coloured pink hatched red on the Plan (hereinafter referred to as “the Public Passage Area (SCL Railway)”) open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.
- (b) The Lessee shall at its own expense and in all respects to the satisfaction of the Director lay, form, construct and provide the Public Passage Area (SCL Railway) in such manner, with such materials and to such standards, levels, alignment, width and designs as may be approved or required by the Director.
- (c) Except with the prior written consent of the Director, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink hatched red on the Plan (hereinafter referred to as “the Pink Hatched Red Area”) at the ground level or within the air space extending upwards from the ground level of the Pink Hatched Red Area to a level of approximately 17.0 metres above the Hong Kong Principal Datum. The decision of the Director as to what constitutes the ground level of the Pink Hatched Red Area shall be final and binding on the Lessee.

- (d) 「承租人」須在整段「批租年期」內自費保養「公共通道範圍(沙中綫鐵路)」，使其處於修繕妥當的狀況，令「署長」滿意。
- (e) 政府就公眾人士行使「該租契」條款第4.35(a)條賦予的通行權所導致(不論是直接或間接導致的)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、干擾、人命傷亡(不論任何或如何引致)毋須負責，而「承租人」無權就任何上述損失、損害、滋擾、干擾、人命傷亡向政府提出索償。
- (f) 「承租人」須就履行或未有履行「承租人」在「該租契」條款第4.35(a)條、第4.35(b)條及第4.35(d)條下之責任所引致(不論是直接或間接引致的)或與之相關產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。
- (g) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第4.35(a)條的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍(沙中綫鐵路)」訂為公眾專用。

(ii) 「公契」的有關條文

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

- i. 根據「公契」第四節第18條第(br)項，「經理人」有權力、職能和責任根據「該租契」條款第4.35(a)條在批租年期內維持開放「公共通道範圍(沙中綫鐵路)」以供公眾在免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用，並根據「該租契」條款第4.35(d)條在批租年期內以令地政總署署長滿意的方式保養「公共通道範圍(沙中綫鐵路)」於修繕妥當的狀態並支付涉及的費用，並保持鄰接「公共通道範圍(沙中綫鐵路)」的升降機及升降機塔於任何時間的開放及運作(該升降機及升降機塔於「公契」所夾附的「SITE LAYOUT PLAN – GROUND FLOOR」圖則及「SITE LAYOUT PLAN – FIRST FLOOR」圖則以橙色顯示及標註為「LIFT ADJOINING THE PUBLIC PASSAGE AREA (SCL RAILWAY)」，以資識別)。
- ii. 根據「公契」第七節第51(a)(1)條第(xxiii)項，由「經理人」準備的周年財政預算的第一部分第一節應包括根據「該租契」條款第4.35(d)條保養「公共通道範圍(沙中綫鐵路)」的開支。
- iii. 根據「公契」第二附表B部第(o)項，公眾有權免費及不受干擾的情況下於任何時間為了一切合法目的以徒步或乘坐輪椅的方式使用「公共通道範圍(沙中綫鐵路)」。

- (d) The Lessee shall throughout the whole Lease Term maintain at its own expense the Public Passage Area (SCL Railway) in good and substantial condition and repair to the satisfaction of the Director.
- (e) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance, disturbance, death or injury whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of or incidental to the exercise of the right of passage by members of the public conferred under Clause No. 4.35(a) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (f) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the Lessee's obligations under Clauses Nos. 4.35(a), 4.35(b), or 4.35(d) of the said lease.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in Clause No. 4.35(a) of the said lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area (SCL Railway) to the public for the right of passage.

(ii) 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 18(br) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to, throughout the said term of years, keep the Public Passage Area (SCL Railway) open for the use by the public at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption in accordance with Clause No. 4.35(a) of the said lease and, to throughout the said term of years, maintain the Public Passage Area (SCL Railway) in good and substantial condition and repair to the satisfaction of the Director of Lands in accordance with Clause No. 4.35(d) of the said lease and to pay the cost involved, and to keep the lift and lift tower adjoining the Public Passage Area (SCL Railway) open and operated at all times (such lift and lift tower, for identification purpose only, are coloured ORANGE and marked "LIFT ADJOINING THE PUBLIC PASSAGE AREA (SCL RAILWAY)" on the "SITE LAYOUT PLAN – GROUND FLOOR" and "SITE LAYOUT PLAN – FIRST FLOOR" annexed to the DMC).
- ii. Pursuant to Clause 51(a)(1)(xxiii) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for maintaining the Public Passage Area (SCL Railway) in accordance with Clause No. 4.35(d) of the said lease.
- iii. Pursuant to Clause (o) of Part B of the Second Schedule of the DMC, the right in favour of the public to use the Public Passage Area (SCL Railway) at all times on foot or by wheelchair for all lawful purposes free of charge without any interruption.

5. 排水渠及渠道

(i) 批地文件的有關條文

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

「該租契」條款第5.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該土地」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該土地」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切法律行動、索償及要求自行負責並向政府及其人員作出彌償。
- (b) 連接「該土地」的任何排水渠和污水渠至政府的雨水渠及污水渠（如已建成及已啟用）的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程。「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 「公契」的有關條文

- i. 根據「公契」第四節第18條第(j)(1)及(2)項，「經理人」有權力、職能和責任保持以下設施運作良好及修繕妥當：
 - (1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「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。

5. DRAINS AND CHANNELS

(i) Relevant Provisions of the Land Grant

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

Clause No. 5.10 of the said lease stipulates that:

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

(ii) Relevant Provisions of the DMC

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

- ii. 根據「公契」第四節第18條第(r)項，「經理人」有權力、職能和責任採取一切必要或適當的措施促使「業主」遵從「該租契」，特別是按「該租契」規定視察、保養、維修、拆卸、清除、修復、搭建或建築所有土地、「該租契」條款第4.18(a)條要求提供的休憩空間、斜坡、斜坡處理工程、護土構築物、護土牆及其他承托物、保護物、輔助渠和在「該土地」及任何毗鄰或毗連政府土地或出租土地(如適用)的其他工程及構築物(如適用)，達至地政總署署長、渠務署署長、路政署署長或其他政府部門(視情況而定)滿意，並且採取一切必要或適當的措施促使「毗鄰地段」已建或擬建的建築物的住客及其真正賓客和訪客遵從「該租契」關於「該租契」條款第4.18(b)條使用及享用「共享康樂設施」的規定。
 - iii. 根據「公契」第四節第18條第(ay)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式建造和保養「該租契」條款第5.10(a)條所述的排水渠及渠道。
 - iv. 根據「公契」第四節第18條第(az)項，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第6.3(a)條所指的全部或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
 - v. 根據「公契」第七節第51(a)(1)條第(iv)項，由「經理人」準備的周年財政預算的第一部分第一節應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」或「房屋委員會樓宇」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」或「房屋委員會樓宇」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。
 - vi. 根據「公契」第七節第51(a)(1)條第(xix)項，由「經理人」準備的周年財政預算的第一部分第一節應包括製造、建造、修理和修改所有或任何「屋苑」或其任何與其它相鄰或毗鄰的樓宇共用的部分所需要的或所擁有的道路、巷道、行人道、渠道、籬笆及公用牆、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。
- ii. Pursuant to Clause 18(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services, Director of Highways or other Government departments (as the case may be) all land, the open space required to be provided under Clause No. 4.18(a) of the said lease, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable) and to take all steps necessary or expedient for compliance with the said lease by the residents of the building or buildings erected or to be erected on the Adjoining Lot and their bona fide guests and visitors in connection with the use and enjoyment of the Shared Recreational Facilities under Clause No. 4.18(b) of the said lease.
 - iii. Pursuant to Clause 18(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to in Clause No. 5.10(a) of the said lease, to the satisfaction of the Director of Lands.
 - iv. Pursuant to Clause 18(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 6.3(a) of the said lease, to the satisfaction of the Director of Lands.
 - v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks or the HA Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Blocks or the HA Accommodation), or that are required to be maintained under the said lease.
 - vi. Pursuant to Clause 51(a)(1)(xix) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto.

B 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. 「棕色範圍」

(i) 批地文件的有關條文

請參閱上文第A1(i)段。

(ii) 「公契」的有關條文

請參閱上文第A1(ii)段。

2. 公用事業設施或其他服務

(i) 批地文件的有關條文

i. 請參閱上文第A3(i)、A4(i)及A5(i)段。

ii. 「該租契」條款第6.3條訂明：

(a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人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「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)以往來該等毗連或鄰近土地或處所。

(b) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人及獲許可人或任何其他獲得任何上述人士正式授權的人均獲保留權利隨時出入、經過和再經過「該土地」或其任何部分，以視察、保養、維修及翻新「該租契」條款第6.3(a)條所指通過或經過「該土地」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得任何上述人士正式授權的人行使「該租契」條款第6.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。

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. THE BROWN AREAS

(i) Relevant Provisions of the Land Grant

Please see paragraph A1(i) above.

(ii) Relevant Provisions of the DMC

Please see paragraph A1(ii) above.

2. UTILITY OR OTHER SERVICES

(i) Relevant Provisions of the Land Grant

i. Please see paragraphs A3(i), A4(i) and A5(i) above.

ii. Clause No. 6.3 of the said lease stipulates that:

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

(b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the said land or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 6.3(a) of the said lease passing along, through, over, upon, under or in the said land or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 6.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) 「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6.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

(ii) 「公契」的有關條文

- i. 請參閱上文第A3(ii)、A4(ii)及A5(ii)段。
- ii. 根據「公契」第十一節第93條，「業主」須按「該租契」條款第6.3(c)條以令地政總署署長滿意的方式自費維持、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)。

C 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地

不適用。

D 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 6.3(a) of the said lease, all to be done to the satisfaction of the Director.

(ii) Relevant Provisions of the DMC

- i. Please see paragraphs A3(ii), A4(ii) and A5(ii) above.
- ii. Pursuant to Clause 93 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 6.3(c) of the said lease.

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

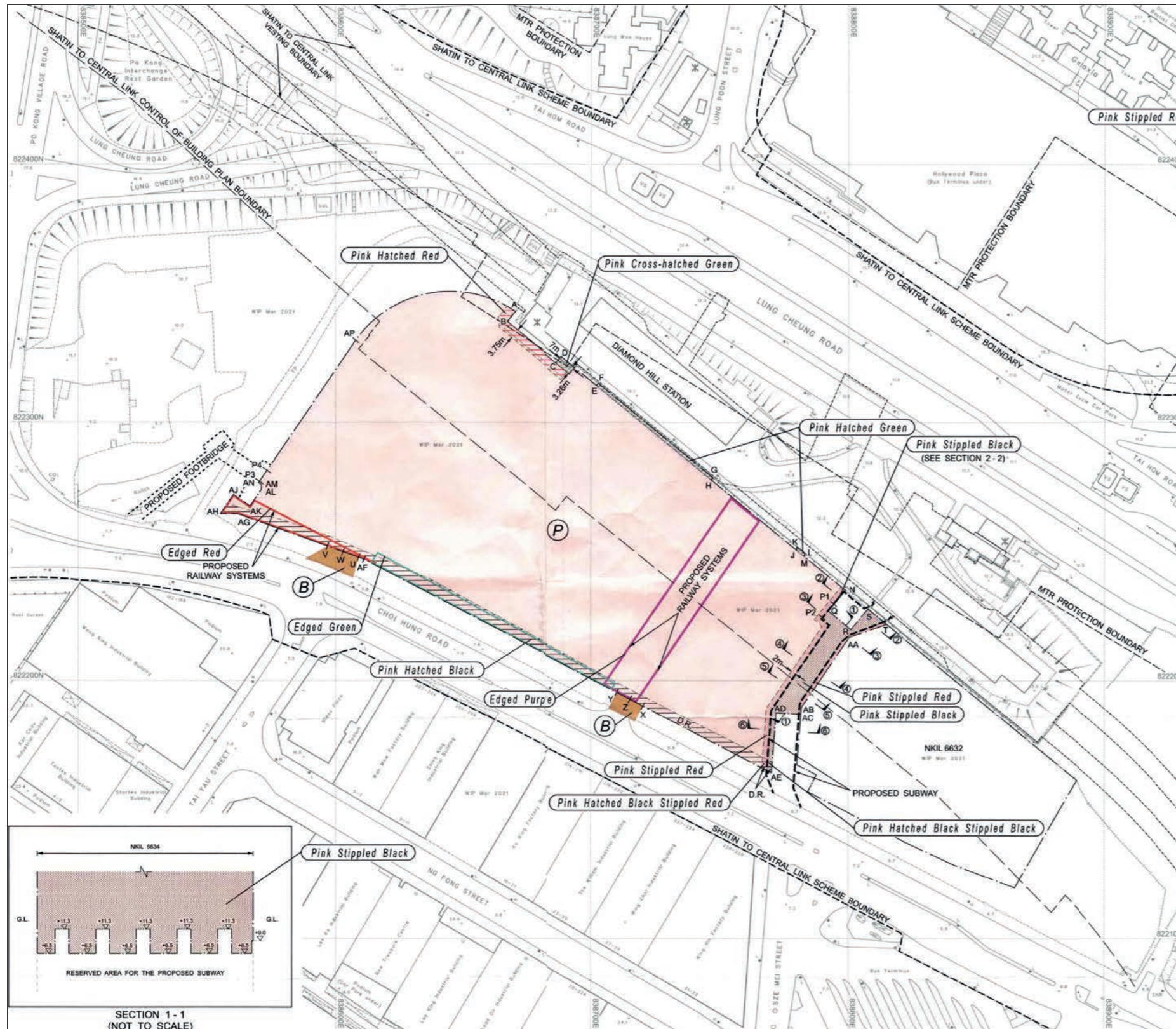
Not applicable.

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：此公共設施及公眾休憩用地的資料所載的「公契」的有關條文乃根據呈交地政總署法律諮詢及田土轉易處(「法律諮詢及田土轉易處」)批核的「公契」的最新擬稿摘錄。於本售樓說明書印製的日期，「公契」的最新擬稿仍未獲「法律諮詢及田土轉易處」批核。此公共設施及公眾休憩用地的資料在「公契」獲「法律諮詢及田土轉易處」批核後可能會在將來作出修訂。

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, which has been submitted to the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") for approval. Such latest draft DMC is still pending approval by LACO as at the date of printing of this sales brochure. This Information on Public Facilities and Public Open Spaces may be subject to future revision(s) upon LACO's approval of the DMC.



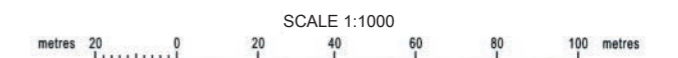
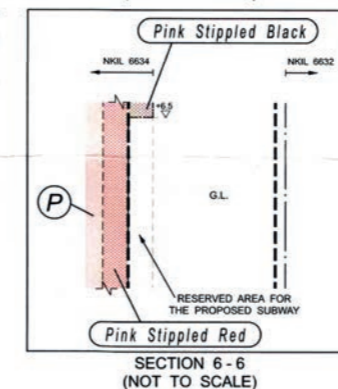
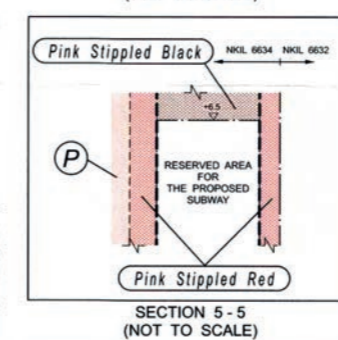
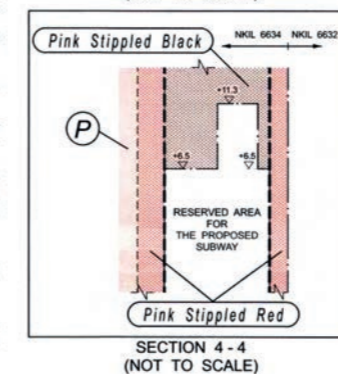
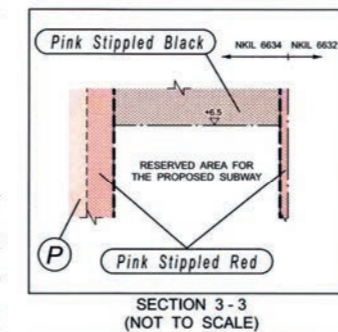
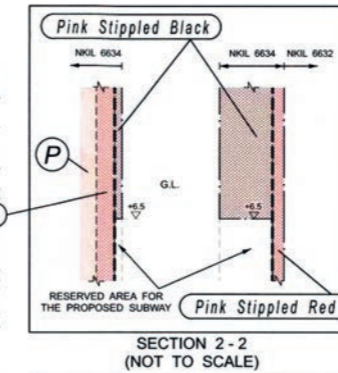
SECTION 1-1 (NOT TO SCALE)

COLOURED PINK, PINK HATCHED BLACK, PINK HATCHED RED, PINK HATCHED GREEN, PINK CROSS-HATCHED GREEN, PINK STIPPLED BLACK, PINK STIPPLED RED, PINK HATCHED BLACK STIPPLED BLACK AND PINK HATCHED BLACK STIPPLED RED AREA 21469 SQUARE METRES (ABOUT)

圖例 NOTATION



	粉紅色加黑斜線 PINK HATCHED BLACK
	粉紅色加紅斜線 PINK HATCHED RED
	粉紅色加綠斜線 PINK HATCHED GREEN
	粉紅色加綠交叉線 PINK CROSS-HATCHED GREEN
	粉紅色加黑點 PINK STIPPLED BLACK
	粉紅色加紅點 PINK STIPPLED RED
	粉紅色加黑斜線加黑點 PINK HATCH BLACK STIPPLED BLACK
	粉紅色加黑斜線加紅點 PINK HATCH BLACK STIPPLED RED
	棕色 BROWN
	紅色界線 EDGED RED
	綠色界線 EDGED GREEN
	紫色界線 EDGED PURPLE
D.R.	渠務專用範圍 DRAINAGE RESERVE
G.L.	政府土地 GOVERNMENT LAND
	擬建隧道 PROPOSED SUBWAY
	擬建行人天橋 PROPOSED FOOTBRIDGE



18 對買方的警告

Warning to Purchasers

- ① 在簽署買賣協議前，買方宜自行委聘屬意的律師行就與購買綠表置居計劃(綠置居)單位有關的事宜，例如轉讓限制、印花稅等，向買方提供意見，及代表他們辦理購買單位的手續。有關律師行能夠在購樓交易的每個階段向買方提供意見。

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。

- ② 如所購綠置居單位的售價為一百萬元以上

買方必須自行委聘屬意的律師行代表他們辦理購買單位事宜。該律師行不可以是房委會為有關單位所委聘的律師行。

如所購綠置居單位的售價不超過一百萬元

買方可：

- 自行委聘屬意的律師行代表他們辦理購買綠置居單位事宜；或
- 委聘房委會的代表律師行代表他們辦理購買綠置居單位事宜。

- ③ 如買方自行委聘律師行代表他們辦理買賣交易，該律師行便能夠在購樓交易的每個階段向買方提供獨立意見，例如轉讓限制、印花稅等。買方須負責支付代表他們的律師的費用及開支。

如買方選擇委聘房委會的代表律師行代表他們辦理買賣交易，有關律師行將同時代表房委會及買方。買方須負責支付辦理買賣交易的所有律師的費用及開支。如買方委聘房委會的代表律師行同時代表買方行事，而房委會與買方之間出現利益衝突，房委會的代表律師行可能不能夠保障買方的利益；及買方可能要委聘一間獨立的律師行，如屬此情況，買方須支付的律師費用總數，可能高於如買方自一開始即委聘一間獨立的律師行便須支付的費用。

- ① Before the signing of the ASP, all purchasers are urged to appoint a firm of solicitors of their choice to advise them on matters relating to the purchase of a flat under the Green Form Subsidised Home Ownership Scheme (GSH), such as alienation restrictions, stamp duties, etc., and to act for them in relation to their purchase of the flat. The firm of solicitors will be able to give advice to them at every stage of the purchase.

Although the purchasers will sign the 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.

- ② *If the price of the GSH flat is over one million dollars*

Purchasers must appoint a separate firm of solicitors of their choice to act for them in relation to the transaction. Such firm of solicitors should not be the firm of solicitors appointed by the HA for the concerned flat.

If the price of the GSH flat does not exceed one million dollars

Purchasers may either:

- appoint a separate firm of solicitors of their choice to act for them in relation to the transaction; or
- appoint the HA's solicitors to act for them in relation to the transaction.

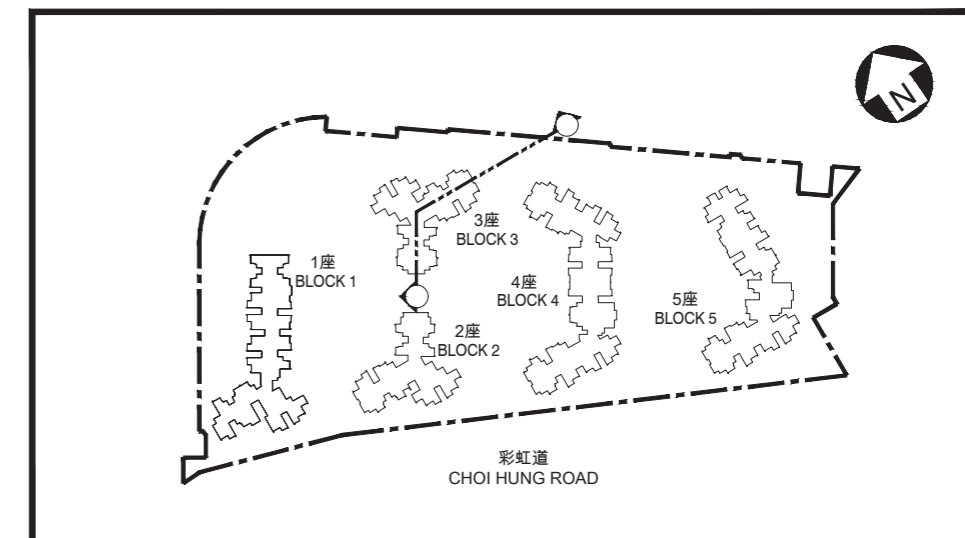
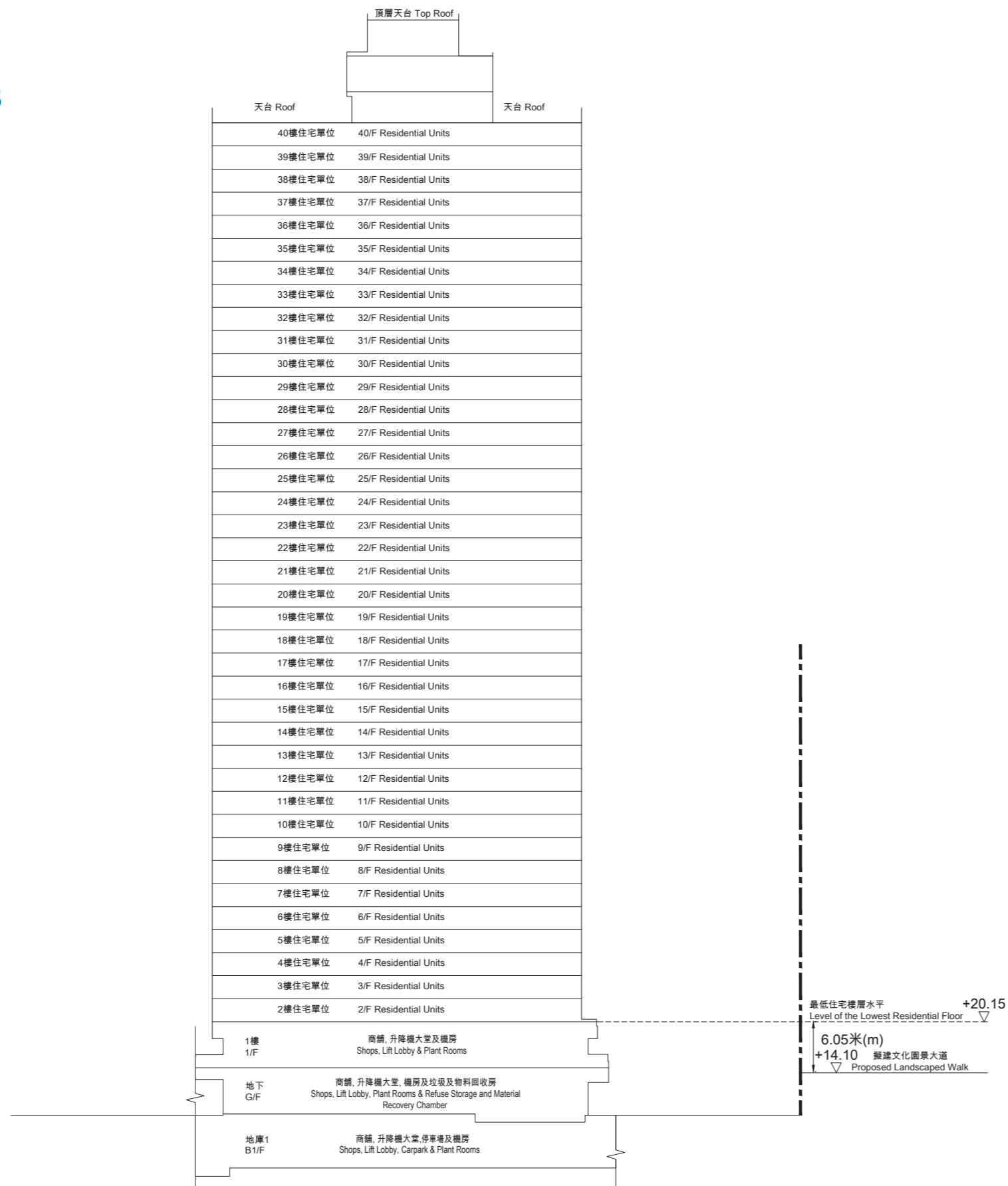
- ③ If the purchasers appoint a separate firm of solicitors to act for them in relation to the transaction, that firm of solicitors will be able to give independent advice, such as alienation restrictions, stamp duties, etc. to them at every stage of the purchase. The purchasers have to pay the legal costs and expenses of their own solicitors.

If the purchasers appoint the HA's solicitors to act for them in relation to the transaction, the solicitors will be acting jointly for the HA and the purchasers. Purchasers are required to pay all legal costs and expenses of the solicitors for completion of the sale and purchase. If a conflict of interest arises between the HA and the purchaser, HA's solicitors may not be able to protect the purchaser's interests; and the purchaser may have to instruct a separate firm of solicitors, in such case, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

19 發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development

3座
Block 3



指示圖 KEY PLAN

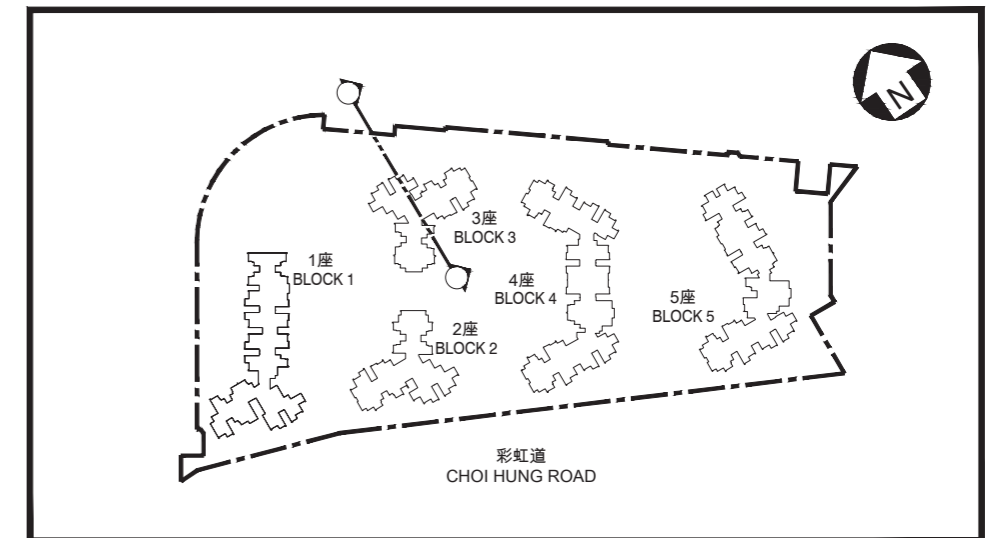
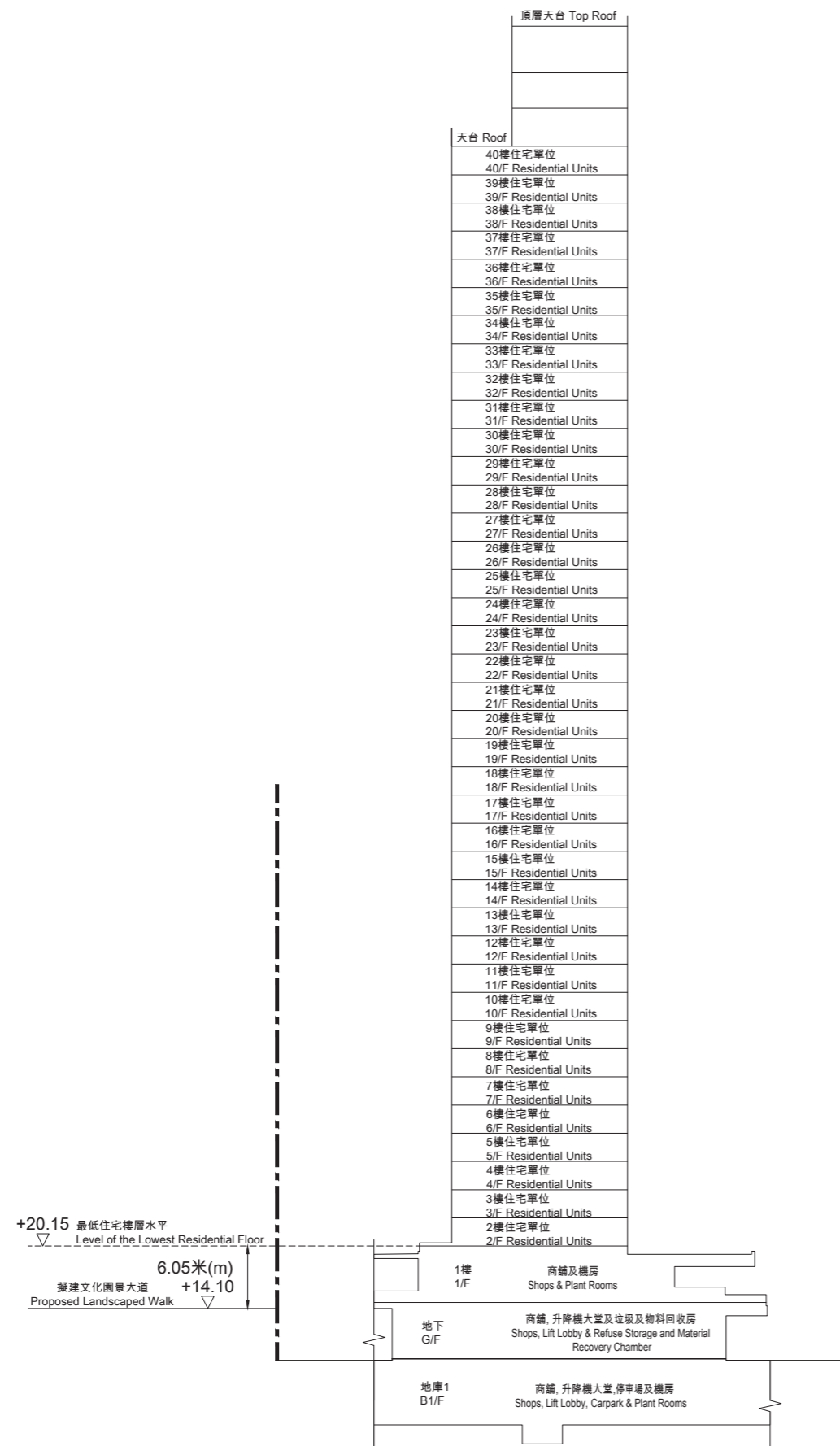
(1) 毗連建築物(3座)的一段擬建文化園景大道為香港主水平基準以上14.10米。

The part of proposed landscaped walk adjacent to the building (Block 3) is 14.10 metres above the Hong Kong Principal Datum.

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

3座
Block 3



指示圖 KEY PLAN

(1) 毗連建築物(3座)的一段擬建文化園景大道為香港主水平基準以上14.10米。

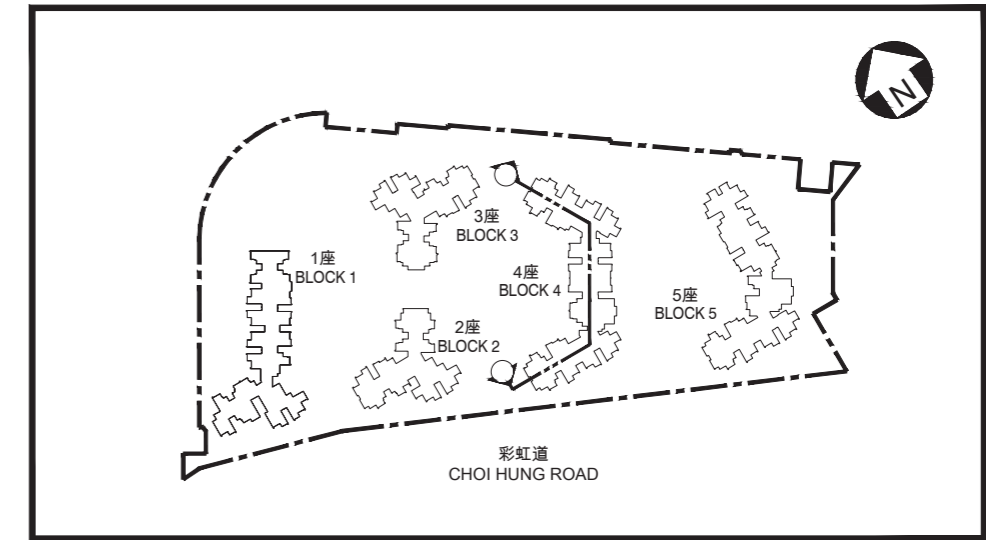
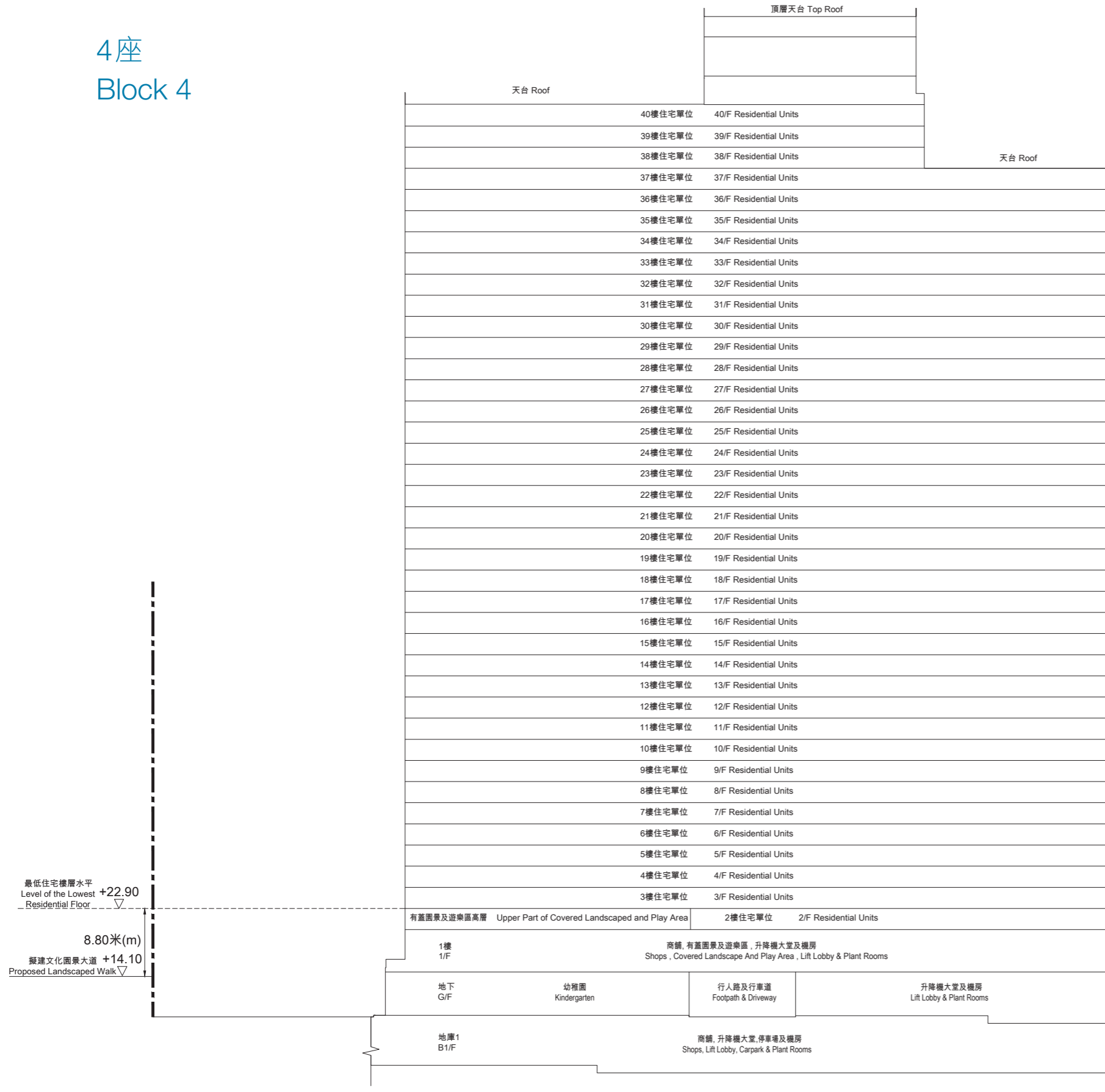
The part of proposed landscaped walk adjacent to the building (Block 3) is 14.10 metres above the Hong Kong Principal Datum.

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

Cross-section Plan of Building in the Development

4座
Block 4

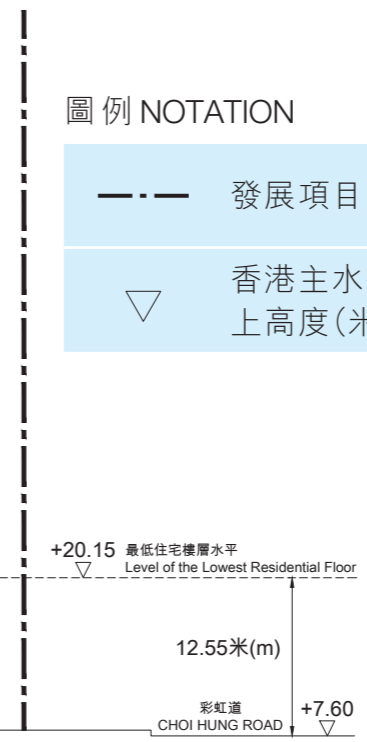


指示圖 KEY PLAN

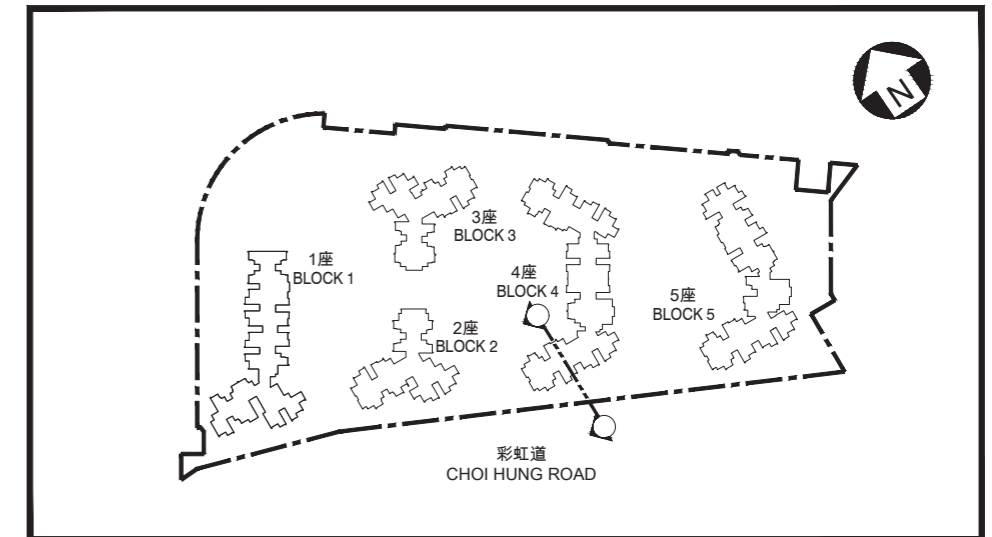
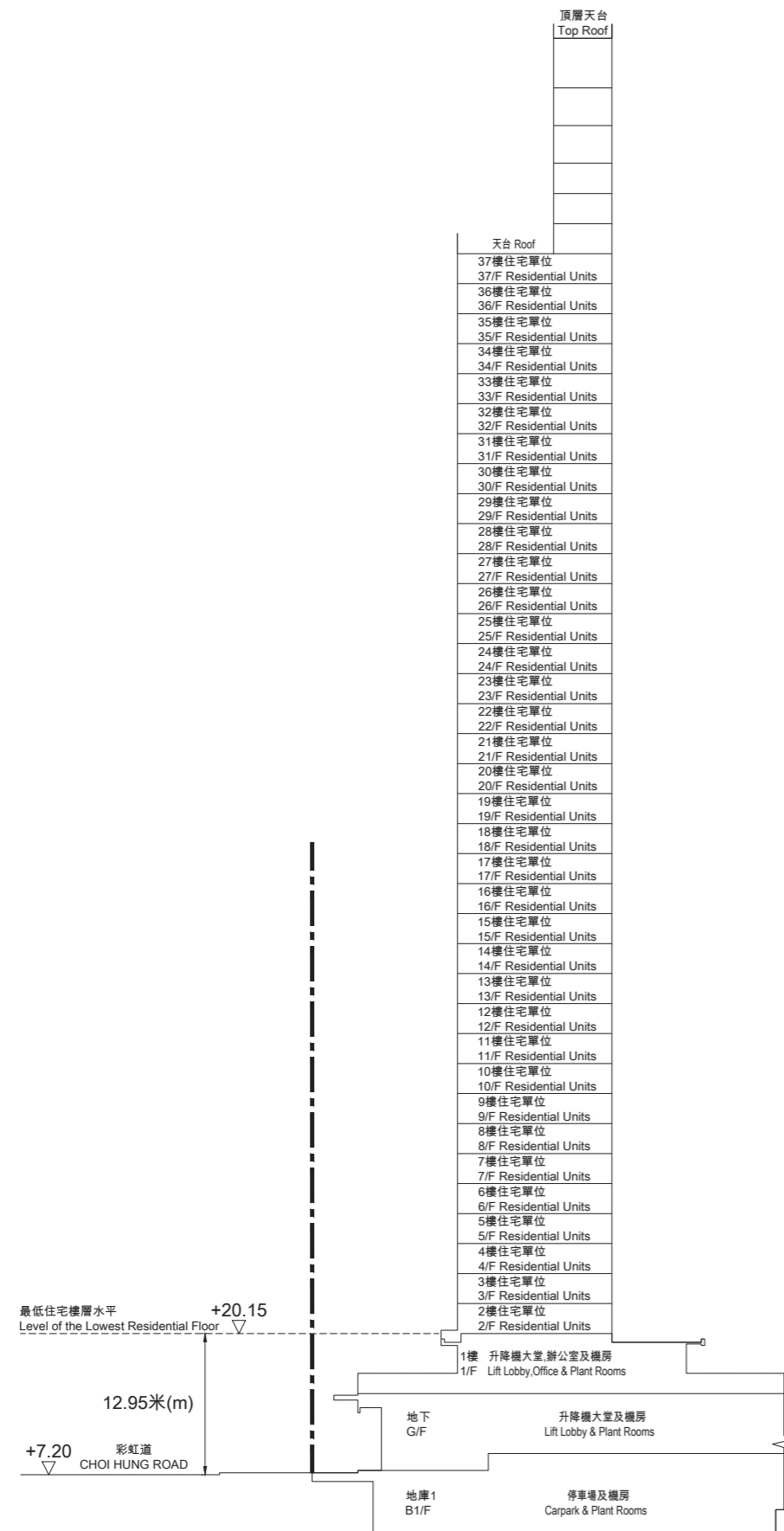
- (1) 毗連建築物(4座)的一段彩虹道為香港主水平基準以上7.60米。
The part of Choi Hung Road adjacent to the building (Block 4) is 7.60 metres above the Hong Kong Principal Datum.
- (2) 毗連建築物(4座)的一段擬建文化園景大道為香港主水平基準以上14.10米。
The part of proposed landscaped walk adjacent to the building (Block 4) is 14.10 metres above the Hong Kong Principal Datum.

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



4座
Block 4



指示圖 KEY PLAN

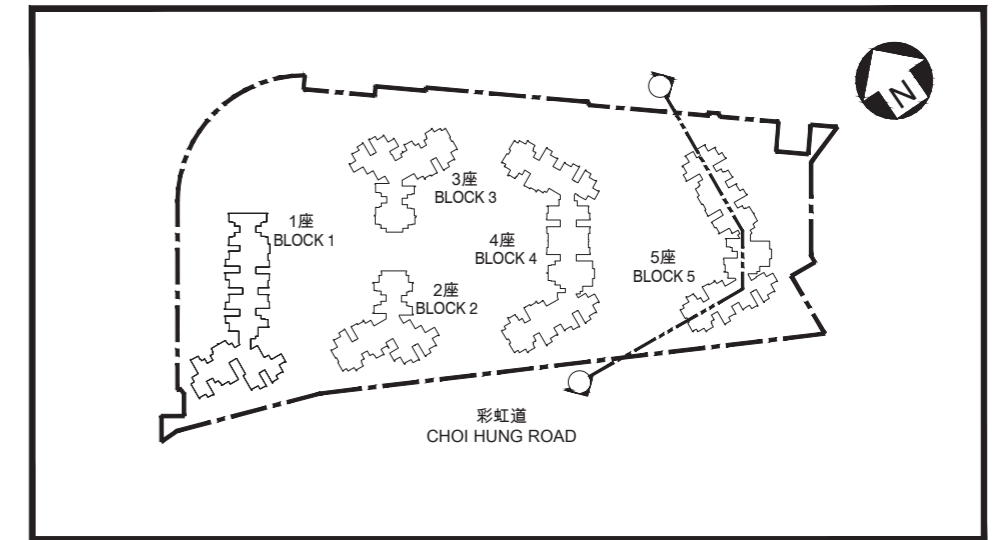
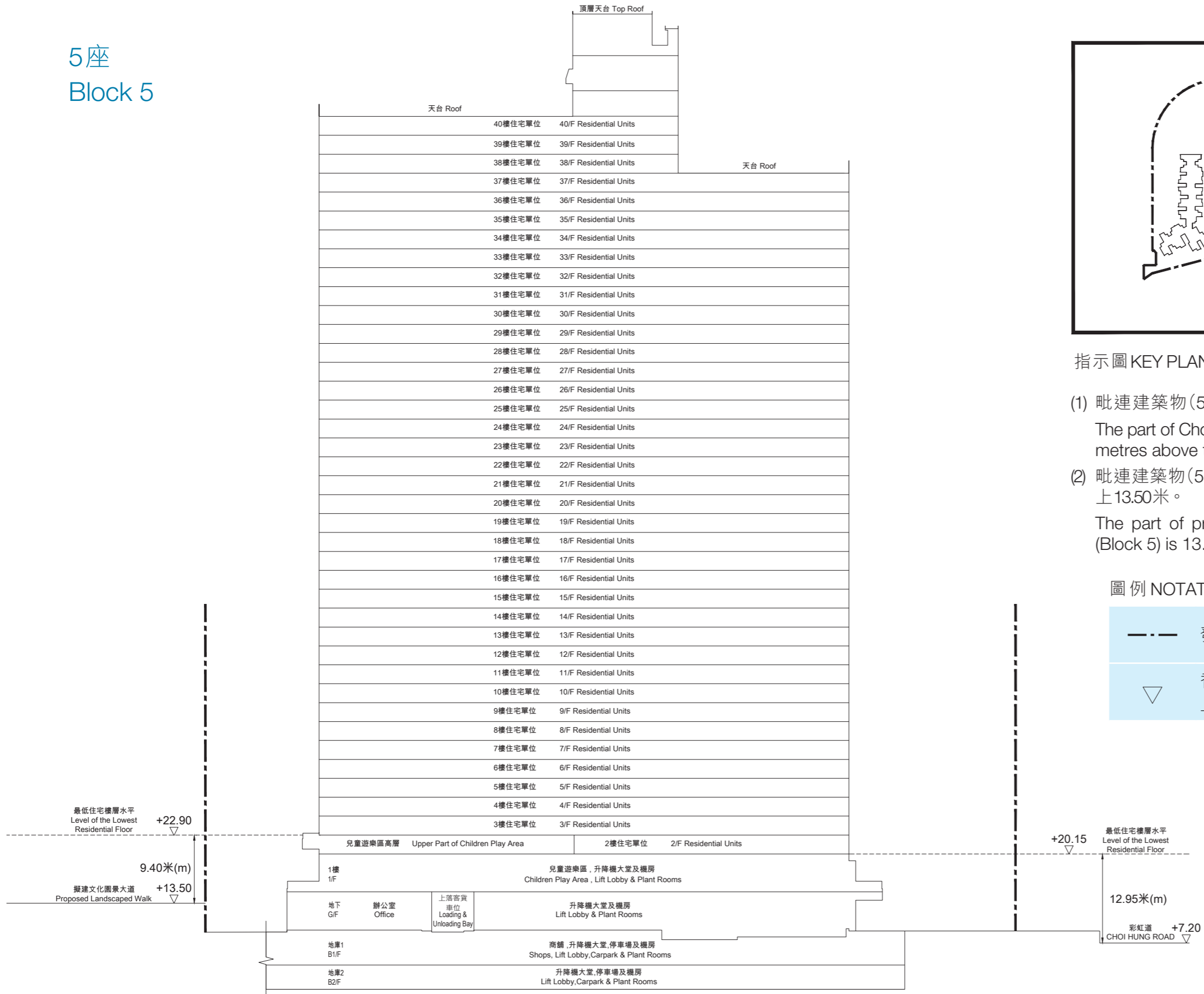
- (1) 毗連建築物(4座)的一段彩虹道為香港主水平基準以上7.20米。
The part of Choi Hung Road adjacent to the building (Block 4) is 7.20 metres above the Hong Kong Principal Datum.

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

Cross-section Plan of Building in the Development

5座
Block 5



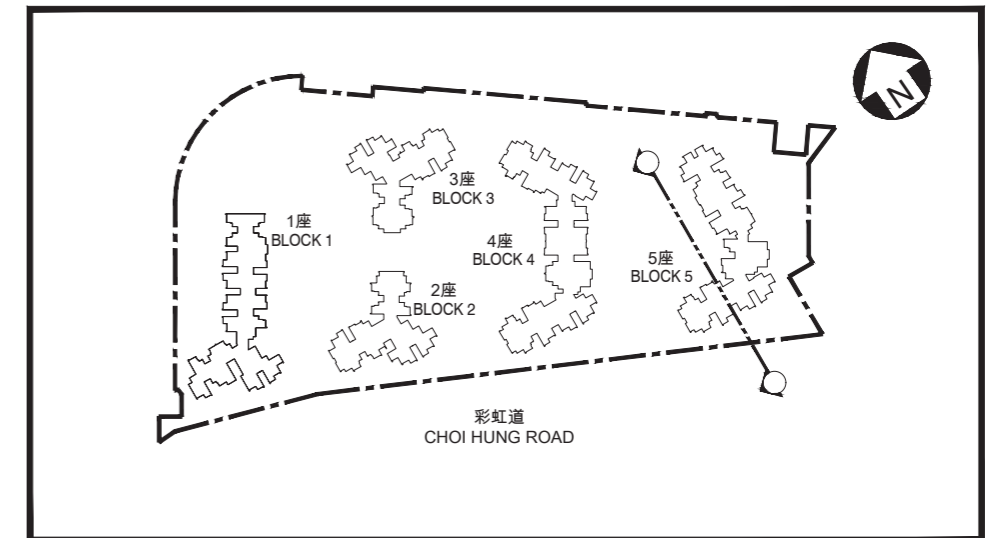
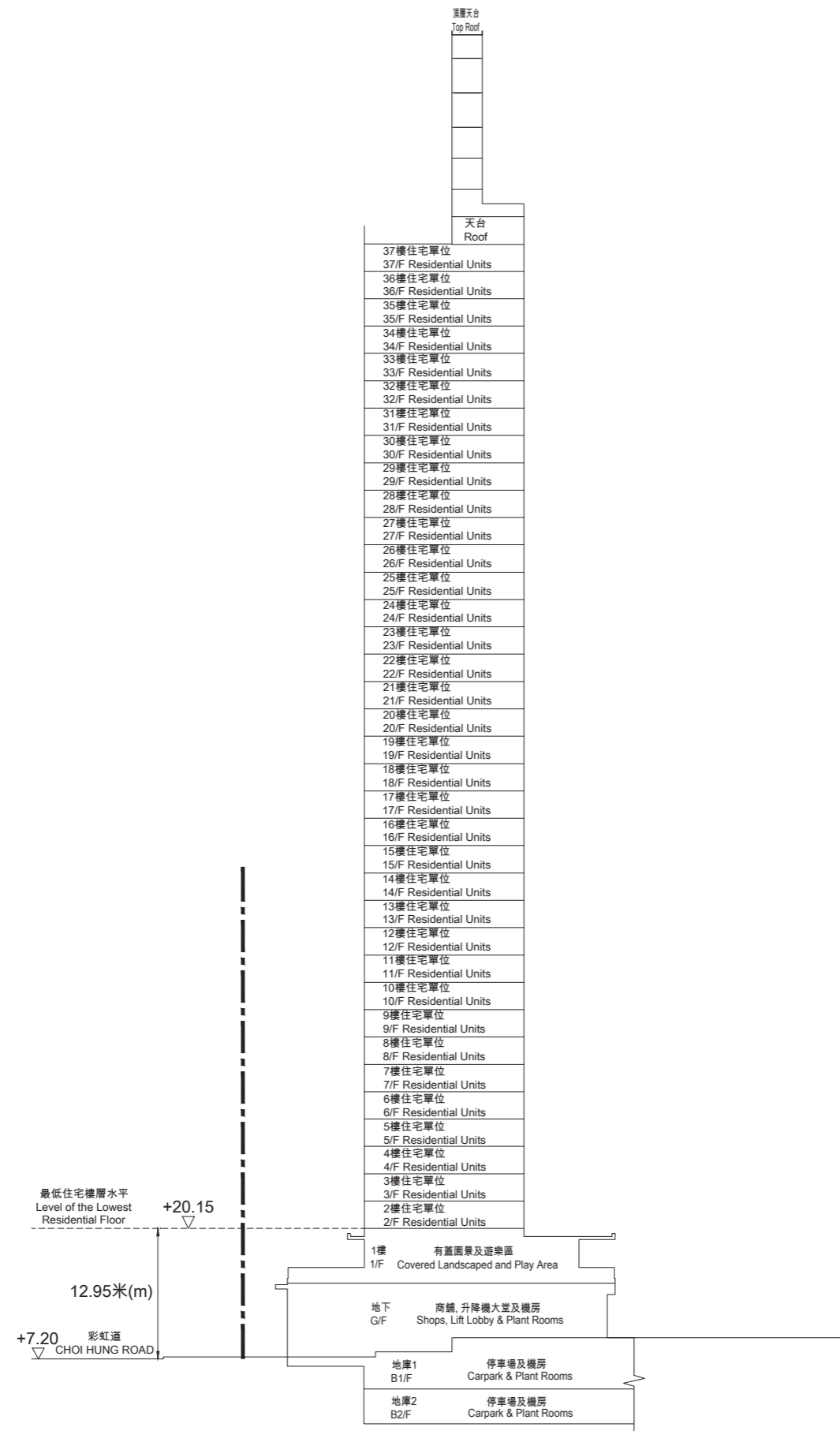
指示圖 KEY PLAN

- (1) 毗連建築物(5座)的一段彩虹道為香港主水平基準以上7.20米。
The part of Choi Hung Road adjacent to the building (Block 5) is 7.20 metres above the Hong Kong Principal Datum.
- (2) 毗連建築物(5座)的一段擬建文化園景大道為香港主水平基準以上13.50米。
The part of proposed landscaped walk adjacent to the building (Block 5) is 13.50 metres above the Hong Kong Principal Datum.

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

5座
Block 5



指示圖 KEY PLAN

- (1) 毗連建築物(5座)的一段彩虹道為香港主水平基準以上7.20米。
The part of Choi Hung Road adjacent to the building (Block 5) is 7.20 metres above the Hong Kong Principal Datum.

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