

出售綠表置居計劃單位 2022

Sale of Green Form Subsidised Home Ownership Scheme Flats



清濤苑

Ching Tao Court

售樓說明書 SALES BROCHURE

01

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

你在購置清濤苑綠表置居計劃(下稱「綠置居」)單位之前，應留意下列事項：

1 重要資訊

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

2 費用、按揭貸款和樓價

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

3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。
- 留意價單所載列的支付條款。
- 綠表買方於綠置居銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣三萬七千元正(HK\$37,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之五)，若上述本票金額不足選購單位樓價的百分之五，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 如你擬選用名列於房委會公布名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。
- 按揭貸款安排的資料包括可獲得的按揭貸款金額上限、最長還款年期、最高按揭利率，須繳付的行政費以及買方所需的其他按揭貸款安排的相關批准(如適用)。

You are advised to take the following steps before purchasing Green Form Subsidised Home Ownership Scheme (GSH) flats in Ching Tao Court:

1 Important information

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

2 Fees, mortgage loan and property price

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

3 Price list, payment terms and mortgage loan arrangement

- The HA will offer to sell all the residential properties that are covered in a price list.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser must, at the time of signing the Agreement for Sale and Purchase (ASP) at the GSH Sales Unit, bring along with him/her cashier's order(s) in the sum of HK\$37,000 made payable to "HONG KONG HOUSING AUTHORITY" for paying the deposit (not less than 5% of the purchase price). If the amount of such cashier's order(s) is less than 5% of the purchase price, any outstanding balance should be paid by a personal cheque upon signing of the ASP (payment in cash or company cheque will not be accepted).
- If you intend to opt for any mortgage plans offered by banks or financial institutions on the approved list provided by the HA, before entering into an ASP, you must study the details of various mortgage loan arrangement as set out in the price list and other sales documents concerned. If you have any questions about mortgage loan plans, you should check with the banks or financial institutions concerned direct before entering into an ASP.
- The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, mortgage interest rate, the payment of administrative fees and necessary approvals for other mortgage arrangement required by the purchaser (if applicable).

4 物業的面積及四周環境

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

5 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的

4 Property area and its surroundings

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

5 Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure:
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest

水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；

- 室內和外部的裝置、裝修物料和設備；
- 管理費按甚麼基準分擔；
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

6 政府批地文件和公契

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

7 售樓處內有關可供揀選住宅物業的資料

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

8 成交紀錄冊

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

9 買賣協議

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在買賣協議上列明。
- 留意夾附於買賣協議的圖則。該圖則會顯示所有賣方售予你的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，物業的買賣合約會載有條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)批准後的14日內，將該項改動以書面通知買方。
- 於綠置居銷售小組簽署買賣協議時，你須向房委會繳付不少於樓價的百分之五作為定金(請參閱第一頁的第三項有關價單、支付條款及按揭貸款安排)。

residential floor of the building. This will help you visualise the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;

- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

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

8 Register of transactions

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

9 Agreement for sale and purchase

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the floor plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. A provision is incorporated in an ASP for uncompleted development requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)).
- At the time of signing the ASP at the GSH Sales Unit, a deposit of not less than 5% of the purchase price is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

- 若你要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於樓價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，你須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。

10 委聘律師

- 你應在參與選購單位前，自行聘請你屬意的律師行，代表你處理買樓交易。如你自行聘請律師行代表你處理買樓交易，該律師行便能夠在購樓交易的每個階段向你提供獨立意見。如你選擇委聘房委會的代表律師行代表你辦理買賣交易，有關律師行將同時代表你及房委會，倘發生利益衝突，未必能夠保障你的最大利益。
- 你須注意你會在房委會職員面前簽署買賣協議，有關職員只會向你詮釋買賣協議內容及見證你簽署買賣協議，他們不會就買賣協議或與交易有關的任何其他事宜，向你提供任何法律意見。
- 如所購清濤苑單位的售價為一百萬元以上，你必須自行委聘屬意的律師行代表你辦理購買單位事宜。該律師行不可以是房委會為有關單位所委聘的律師行。
- 如所購清濤苑單位的售價不超逾一百萬元，你可：
 - (i) 自行委聘屬意的律師行代表你辦理購買單位事宜；或
 - (ii) 委聘房委會的代表律師行代表你辦理購買單位事宜。
- 比較不同律師的收費。
(請參閱第67頁的對買方的警告)

適用於一手未落成住宅物業

11 預計關鍵日期及收樓日期

- 查閱售樓說明書中清濤苑的預計關鍵日期。
 - 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
 - 售樓說明書中清濤苑的預計關鍵日期並不同買方的「收樓日期」。
- 清濤苑的收樓日期：
 - 房委會須於清濤苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
 - 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。
 - 有關物業的買賣須於房委會發出上述通知的日期的14日內完成。有關物業的買賣完成後，房委會將安排買方收樓事宜。

- If you request for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, you are required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty, if any) in connection with or arising from the cancellation of the ASP.

10 Appointment of solicitor

- Before attending flat selection, you are urged to engage a separate firm of solicitors of your choice to act for you in relation to the transaction. If you appoint a separate firm of solicitors to act for you in relation to the transaction, that firm of solicitors will be able to give independent advice to you at every stage of the purchase. If you appoint the HA's solicitors to act for you in relation to the transaction, the solicitors will be acting jointly for the HA and you, and they may not be able to protect your best interests in the event of a conflict of interest.
- It should be noted that the ASP shall be signed by you before the staff of the HA who will only interpret the contents of the ASP to you and attest your signing of the ASP. The staff will not give you any legal advice on the ASP or any other matters in connection with the transaction.
- If the price of the flat in Ching Tao Court is over one million dollars, you must appoint a separate firm of solicitors of your choice to act for you 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 flat in Ching Tao Court does not exceed one million dollars, you may either:
 - (i) appoint a separate firm of solicitors of your choice to act for you in relation to the transaction; or
 - (ii) appoint the HA's solicitors to act for you in relation to the transaction.
- Compare the charges of different solicitors.
(Please refer to Warning to Purchasers on page 67)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

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

- 委任建築師可批予在預計關鍵日期之後完成清濤苑。
 - 房委會有權獲得委任建築師在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他房委會所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 委任建築師可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 房委會須於委任建築師批予延期後的14日內，向買方提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向房委會查詢。

適用於一手已落成住宅物業

12 賣方資料表格

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

13 買方須注意的其他事項

- 有關清濤苑綠置居單位的轉讓限制，請參閱第98頁至99頁。
- 本銷售計劃下出售的清濤苑綠置居單位的使用、佔用及轉讓限制(包括業權轉讓或出租限制)是受制於政府租契、買賣協議及轉讓契據所載的條款、契諾、條件和相關規定。

其他相關聯絡資料：

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

- Appointed Architect may grant extension(s) of time for completion of Ching Tao Court beyond the estimated material date.
 - The HA is entitled to an extension of time for completion of the development beyond the estimated material date as granted by the Appointed Architect having regard to delays caused exclusively by any one or more of the following reasons:
 - strike or lock-out of workmen;
 - riots or civil commotion;
 - force majeure or Act of God;
 - fire or other accident beyond the HA's control;
 - war; or
 - inclement weather.
 - The Appointed Architect may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The HA shall within 14 days after the issue of an extension of time granted by the Appointed Architect, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the HA if there are any questions on handing over date.

For first-hand completed residential properties

12 Vendor's information form

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

13 Other points to note

- For alienation restrictions of GSH flats in Ching Tao Court, please refer to pages 98-99.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of GSH flats in Ching Tao Court under the current sale exercise are subject to the terms, covenants, conditions and relevant requirements contained in the Government lease, the ASP and the Deed of Assignment.

Other useful contacts:

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

02

發展項目的資料

Information on the Development

| 發展項目名稱 | Name of the Development |
|--|--|
| 清濤苑 | Ching Tao Court |
| 街道名稱及門牌號數 | Name of street and street number |
| 清曉路1號* *上述門牌號數為臨時門牌號數，有待該發展項目建成時確認。 | 1 Ching Hiu Road* *The above street number is provisional and is subject to confirmation when the Development is completed. |
| 樓層總數 | Total number of storeys |
| 42層 (包括地下、1樓至40樓及天台) | 42 storeys (including G/F, 1/F to 40/F and roof) |
| 樓層號數 | Floor numbering |
| 地下、1樓至40樓及天台 | G/F, 1/F to 40/F and roof |
| 被略去的樓層號數 | Omitted floor numbers |
| 不適用 | Not applicable |
| 庇護層 | Refuge floor |
| 天台 | Main roof |
| 由發展項目的委任建築師提供的該項目的預計關鍵日期 | Estimated material date for the Development as provided by the appointed architect for the Development |
| 2025年3月31日 (註) 上述預計關鍵日期，是受到買賣協議所允許的任何延期所規限的。為買賣協議的目的，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。 | 31 March 2025 (Notes) The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, the Development is deemed to be completed on the date on which an Occupation Permit for every building in the Development is issued. |

註：就清濤苑而言：

1. 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
2. 房委會須於清濤苑及/或其有關部分在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證及/或建築工程完工證明書(視屬何情況而定))。
3. 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。

Notes: For Ching Tao Court:

1. "Material date" means the date on which the Development is completed in all respects in compliance with the approved building plans. For details of the definition of "material date", please refer to section 2 of the Ordinance.
2. The HA shall apply in writing for an occupation document (i.e. Occupation Permit and/or Acknowledgement of Completion of Works, as the case may be) in respect of Ching Tao Court within 14 days after its having completed the Development and/or the relevant part(s) thereof in all respects in compliance with the approved building plans.
3. The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).

03

賣方及有參與發展項目的其他人的資料

Information on Vendor and Others Involved in the Development

| 賣方 | Vendor |
|---------------------------------|--|
| 香港房屋委員會 | Hong Kong Housing Authority |
| 委任建築師 | Appointed architect |
| 房屋署總建築師(二) | Chief Architect (2), Housing Department |
| 承建商 | Building contractor |
| 中國海外房屋工程有限公司 | China Overseas Building Construction Ltd. |
| 代表賣方的律師事務所 | Firm(s) of solicitors acting for the vendor |
| 高露雲律師行 | Wilkinson & Grist |
| 已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構 | Authorised institution that has made a loan, or has undertaken to provide finance, for the construction of the Development |
| 不適用 | Not applicable |
| 已為發展項目的建造提供貸款的任何其他人 | Any other person who has made a loan for the construction of the Development |
| 不適用 | Not applicable |

04

有參與發展項目的各方的關係

Relationship between Parties Involved in the Development

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

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

05

發展項目的設計的資料

Information on Design of the Development

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

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

非結構的預製外牆的厚度範圍：

150毫米 – 270毫米

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

150mm – 270mm

每個住宅物業的非結構的預製外牆的總面積：

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

| 樓層 Floor | 單位 Flat | 每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.) |
|------------------------|--------------------|--|
| 5樓 – 40樓 5/F – 40/F | 1, 2, 3, 5, 6, 7 | 0.760 |
| | 4 | 1.352 |
| | 8 | 1.552 |
| | 9 | 2.256 |
| | 10 | 1.243 |
| | 11 | 0.917 |
| | 12, 13, 14, 15, 18 | 0.552 |
| | 16, 17 | 0.717 |
| 5樓 – 36樓 5/F – 36/F | 19, 20, 21, 22 | 0.917 |

構成圍封牆的一部分的幕牆：

不適用

Curtain walls forming part of the enclosing walls:

Not applicable



06

物業管理的資料

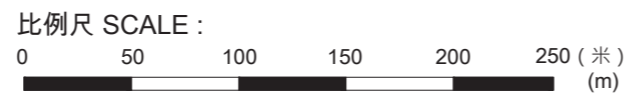
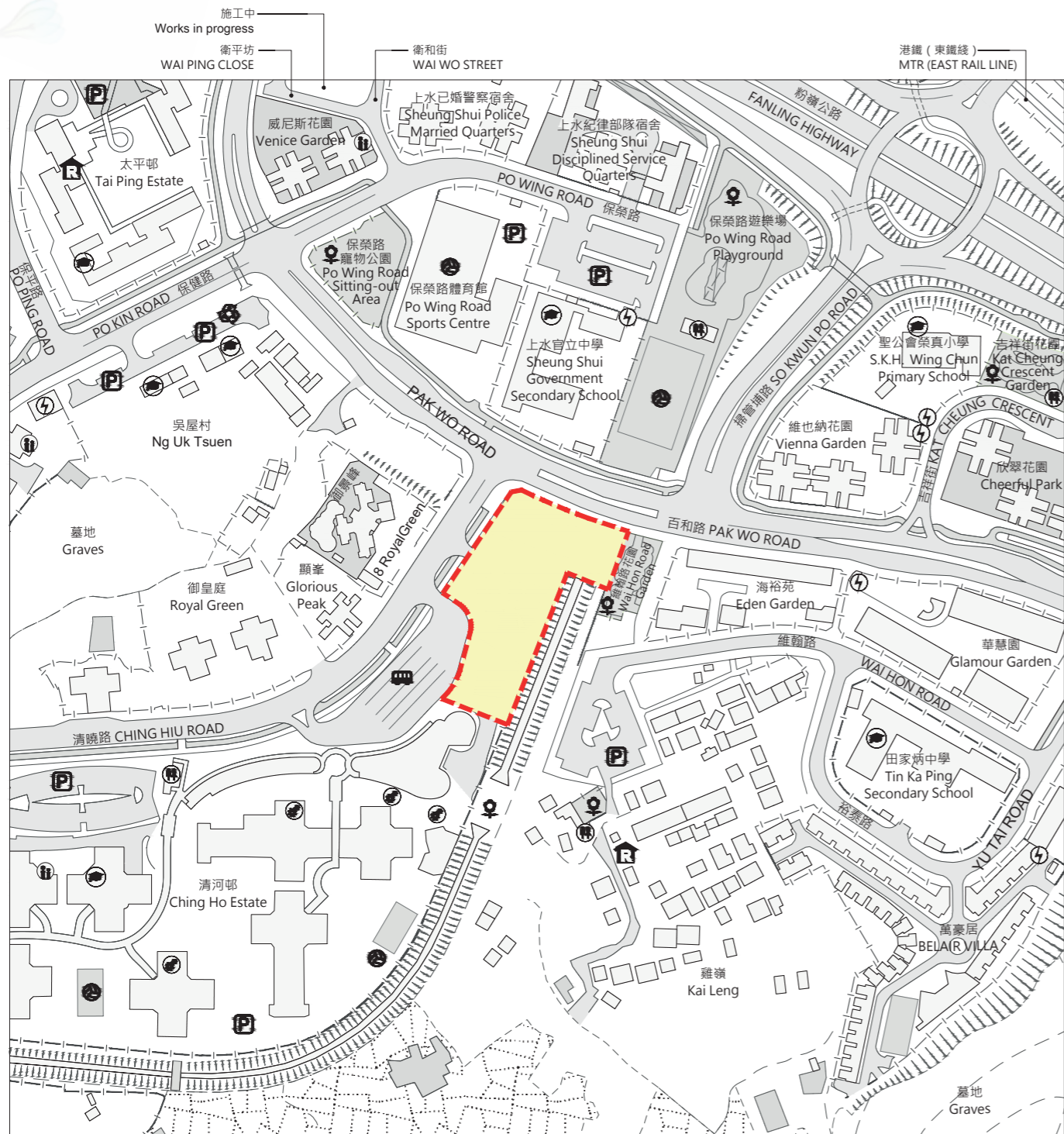
Information on Property Management

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



07 發展項目的所在位置圖

Location Plan of the Development



清濤苑
Ching Tao Court

圖例 NOTATION

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

此位置圖參考日期為2023年4月2日之測繪圖(編號為T3-SW-A)製作，有需要處經修正處理。

地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

The Location Plan is prepared with reference to Survey Sheet No. T3-SW-A dated 2 April 2023, with adjustments where necessary.

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

註：

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

Notes:

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

08

發展項目的鳥瞰照片

Aerial Photograph of the Development



● 清濤苑
Ching Tao Court

摘錄自地政總署測繪處於2022年3月8日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E152983C。

照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E152983C, dated 8 March 2022.

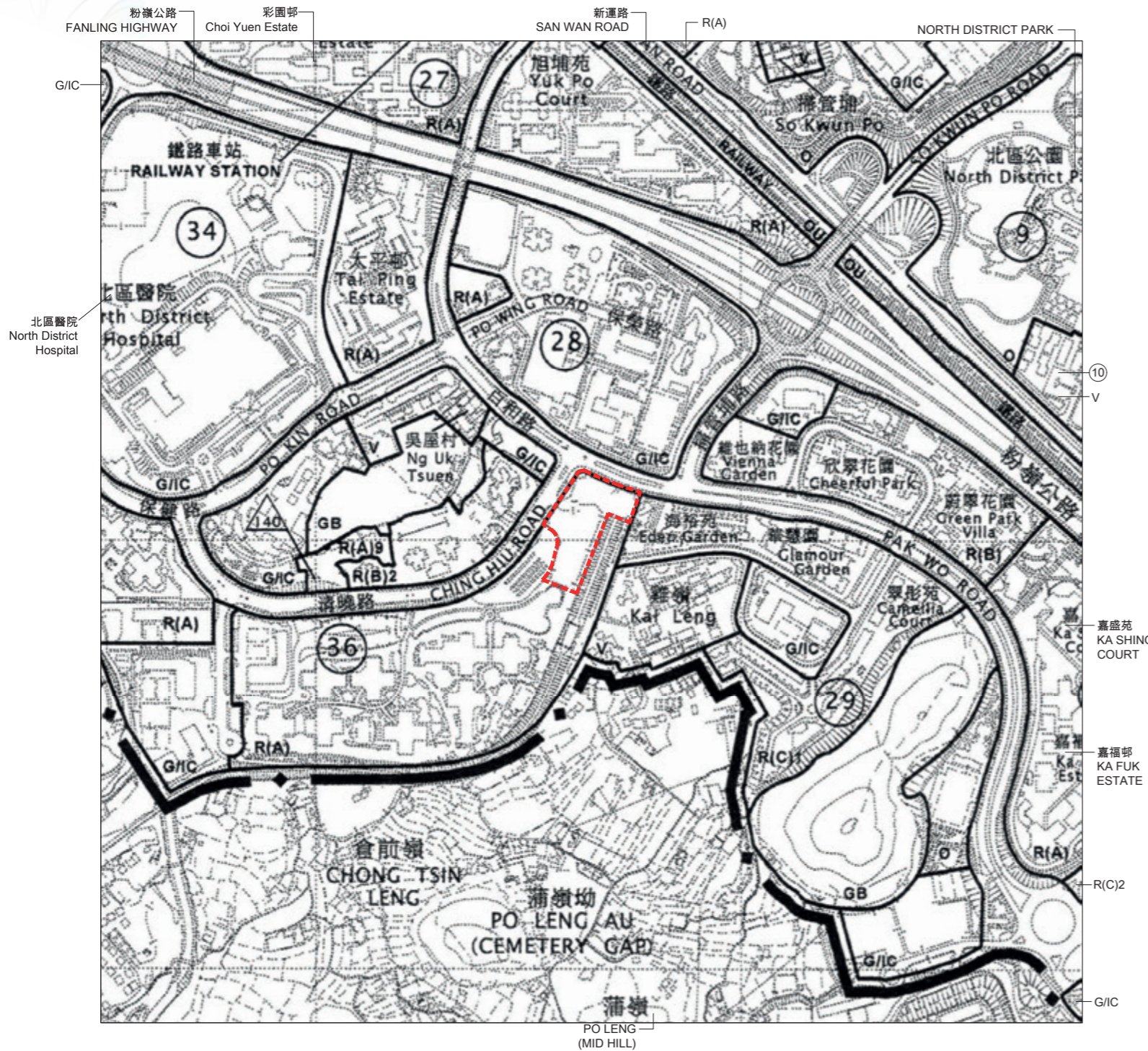
The photograph is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：

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

Notes:

1. Copy of the aerial photograph of the Development is available for free inspection during opening hours at the office of the Green Form Subsidised Home Ownership Scheme Sales Unit of the HA.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.



清濤苑
Ching Tao Court

圖例 NOTATION

| 地帶 ZONES | | | |
|-------------------|-------------------------|--|--|
| | 商業 | Commercial | |
| | 住宅(甲類) | Residential (Group A) | |
| | 住宅(乙類) | Residential (Group B) | |
| | 住宅(丙類) | Residential (Group C) | |
| | 鄉村式發展 | Village Type Development | |
| | 工業 | Industrial | |
| | 其他指定用途 | Other Specified Uses | |
| | 未決定用途 | Undetermined | |
| | 綜合發展區 | Comprehensive Development Area | |
| | 住宅(乙類) | Residential (Group B) | |
| | 商業/住宅 | Commercial / Residential | |
| | 政府、機構或社區 | Government, Institution or Community | |
| | 休憩用地 | Open Space | |
| | 綠化地帶 | Green Belt | |
| 交通 COMMUNICATIONS | | | |
| | 主要道路及路口 | Major Road and Junction | |
| | 高架道路 | Elevated Road | |
| 其他 MISCELLANEOUS | | | |
| | 規劃範圍界線 | Boundary of Planning Scheme | |
| | 最高建築物高度 (在主水平基準上若干米) | Maximum Building Height (in metres above Principal Datum) | |
| | 加油站 | Petrol Filling Station | |
| | 規劃區編號 | Planning Area Number | |

摘錄自2022年12月16日刊憲之粉嶺/上水分區計劃大綱核准圖，圖則編號為S/FSS/26。

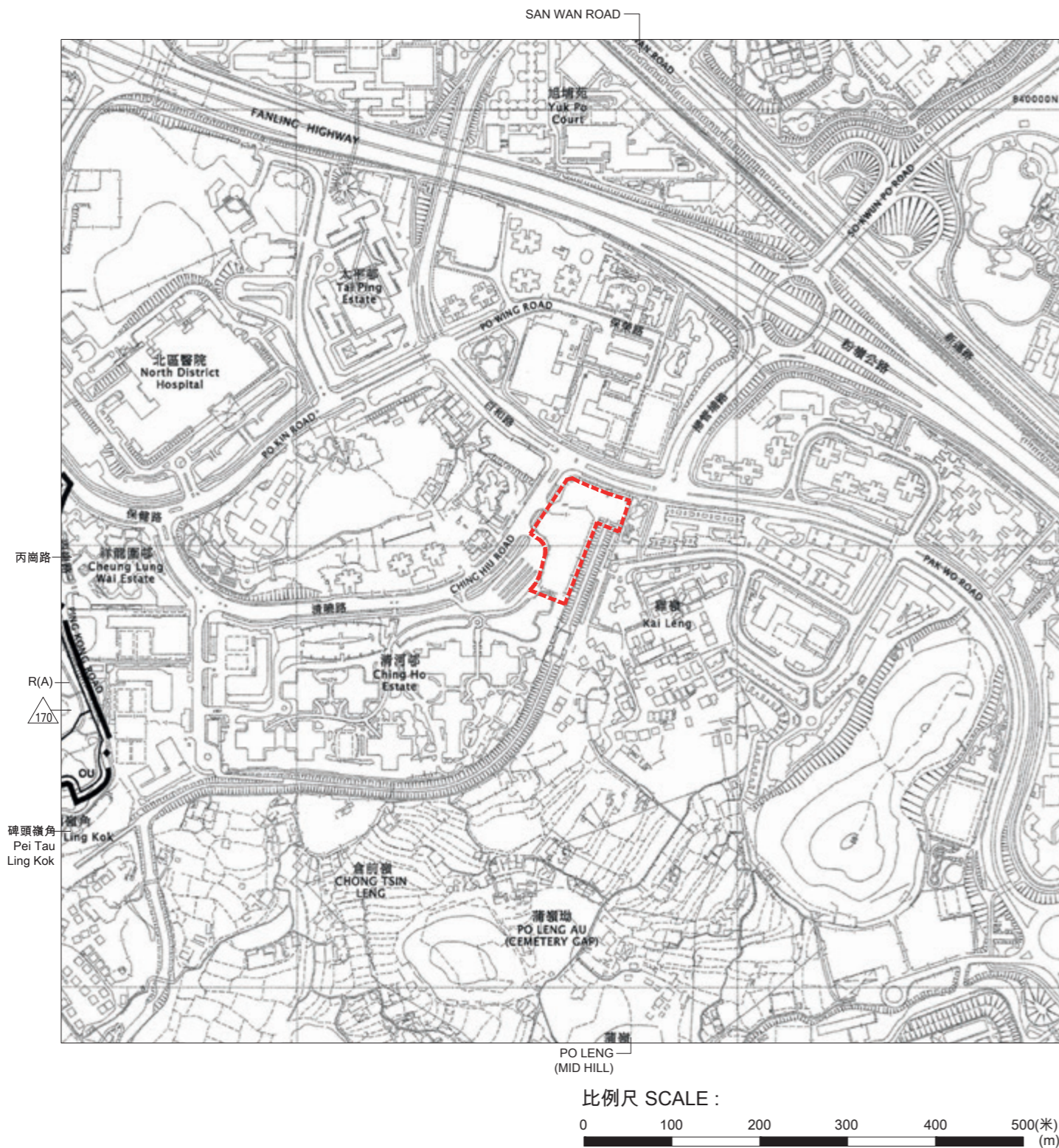
Adopted from part of the approved Fanling / Sheung Shui Outline Zoning Plan No. S/FSS/26 gazetted on 16 December 2022.

註：

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

Notes:

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



清濤苑
Ching Tao Court

圖例 NOTATION

| 地帶 ZONES | | | |
|------------------|---------------------------------------|------|---|
| R(A) | 住宅(甲類) Residential (Group A) | OU | 其他指定用途 Other Specified Uses |
| 其他 MISCELLANEOUS | | | |
| — · — | 規劃範圍界線 Boundary of Planning Scheme | △170 | 最高建築物高度 (在主水平基準上若干米) Maximum Building Height (in metres above Principal Datum) |

摘錄自2022年6月30日刊憲之粉嶺/上水擴展區分區計劃大綱草圖，圖則編號為S/FSSE/1。
Adopted from part of the Draft Fanling / Sheung Shui Extension Area Outline Zoning Plan No. S/FSSE/1 gazetted on 30 June 2022.

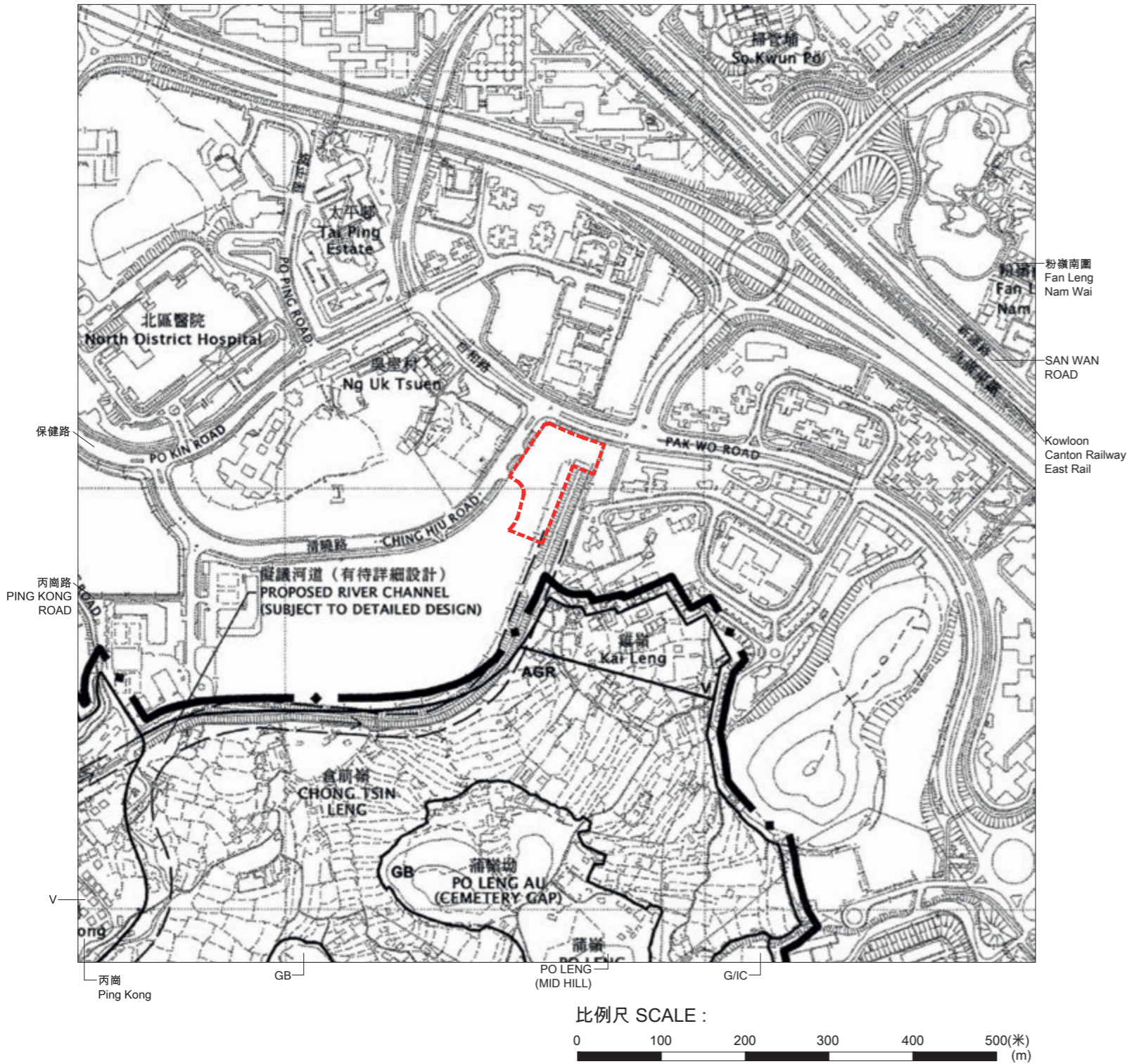
註：

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

Notes:

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

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



清濤苑
Ching Tao Court

圖例 NOTATION

| 地帶 ZONES | | | | | |
|------------------|-------|--------------------------|-----------------------------|----------|--------------------------------------|
| V | 鄉村式發展 | Village Type Development | G/IC | 政府、機構或社區 | Government, Institution or Community |
| REC | 康樂 | Recreation | AGR | 農業 | Agriculture |
| GB | 綠化地帶 | Green Belt | | | |
| 其他 MISCELLANEOUS | | | | | |
| — · — | | 規劃範圍界線 | Boundary of Planning Scheme | | |

摘錄自2006年10月27日刊憲之丙崗分區計劃大綱核准圖，圖則編號為S/NE-PK/11。

Adopted from part of the Approved Ping Kong Outline Zoning Plan No. S/NE-PK/11 gazetted on 27 October 2006.

註：

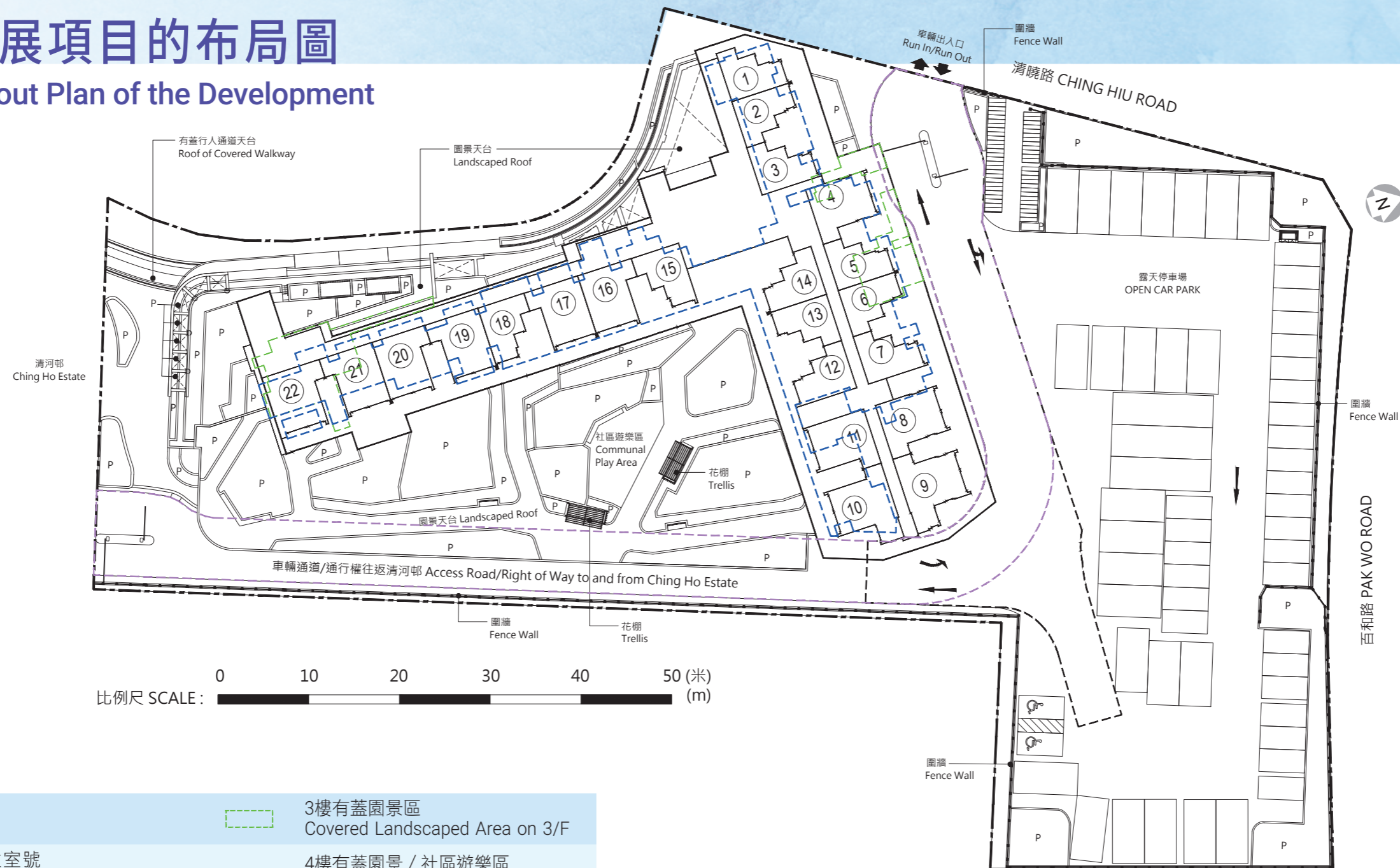
1. 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
2. 由於該發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。
3. 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
4. 在售楼說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會綠置居銷售小組辦事處開放時間內免費查閱。

Notes:

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

10

發展項目的布局圖 Layout Plan of the Development



圖例 NOTATION

| | | | |
|--|--|--|---|
| | 地界 Lot Boundary | | 3樓有蓋園景區 Covered Landscaped Area on 3/F |
| | 5樓-40樓單位室號 (37樓-40樓不設19號-22號單位) Flat Number on 5/F-40/F (No provision of Flat 19-Flat 22 for 37/F-40/F) | | 4樓有蓋園景 / 社區遊樂區 Covered Landscaped / Communal Play Area on 4/F |
| | 花槽 Planter | | |
| | 通行權往返清河邨 Right of Way to and from Ching Ho Estate | | |
| | 緊急車輛通道 Emergency Vehicular Access | | |

註：

- 發展項目內的建築物或設施的預計落成日期為所有有關建築物或設施的佔用許可證及/或建築工程完工證明書的預計發出日期。
- 發展項目於地下及一樓設有商業設施。
- 發展項目內的住宅大廈的預計落成日期：2025年3月31日。

由發展項目的委任建築師提供的該項目內的建築物或設施的預計落成日期：2025年5月31日(註3)
Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development: 31 May 2025 (Note 3)

Notes:

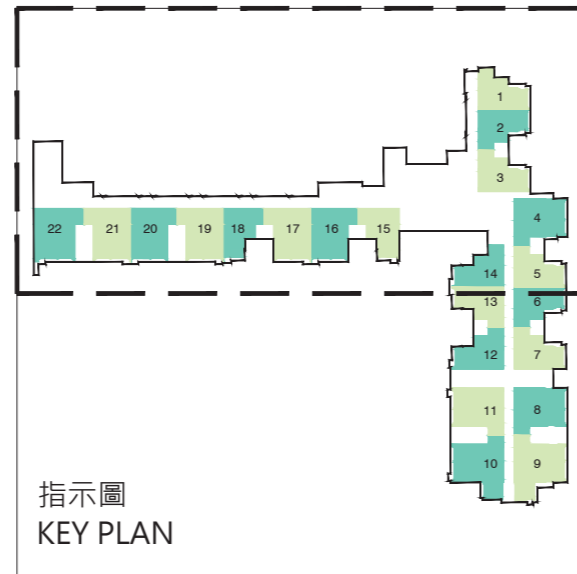
- The estimated date of completion of the buildings or facilities within the Development is the estimated date for issue of Occupation Permit and/or Acknowledgement of Completion of Works for all the buildings or facilities concerned.
- There are commercial facilities provided on Ground Floor and 1/F of the Development.
- The estimated date of completion of the Residential Block of the Development is 31 March 2025.

11

發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

5樓平面圖
5/F Floor Plan



其餘部分參考第20頁 Refer P.20 for remaining part



圖例 NOTATION

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


1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

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

6樓至36樓平面圖
6/F-36/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.750米(36樓19號至22號單位除外)。
2. 36樓19號至22號單位每個住宅物業的層與層之間的高度為2.790米。
3. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米(36樓19號至22號單位除外)。
36樓19號至22號單位每個住宅物業的樓板(不包括灰泥)的厚度為200毫米。
4. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.750m (except Flat 19 to Flat 22 on 36/F).
2. The floor-to-floor height of each residential property of Flat 19 to Flat 22 on 36/F is 2.790m.
3. The thickness of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except Flat 19 to 22 on 36/F).
The thickness of the floor slabs (excluding plaster) of each residential property of Flat 19 to Flat 22 on 36/F are 200mm.
4. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

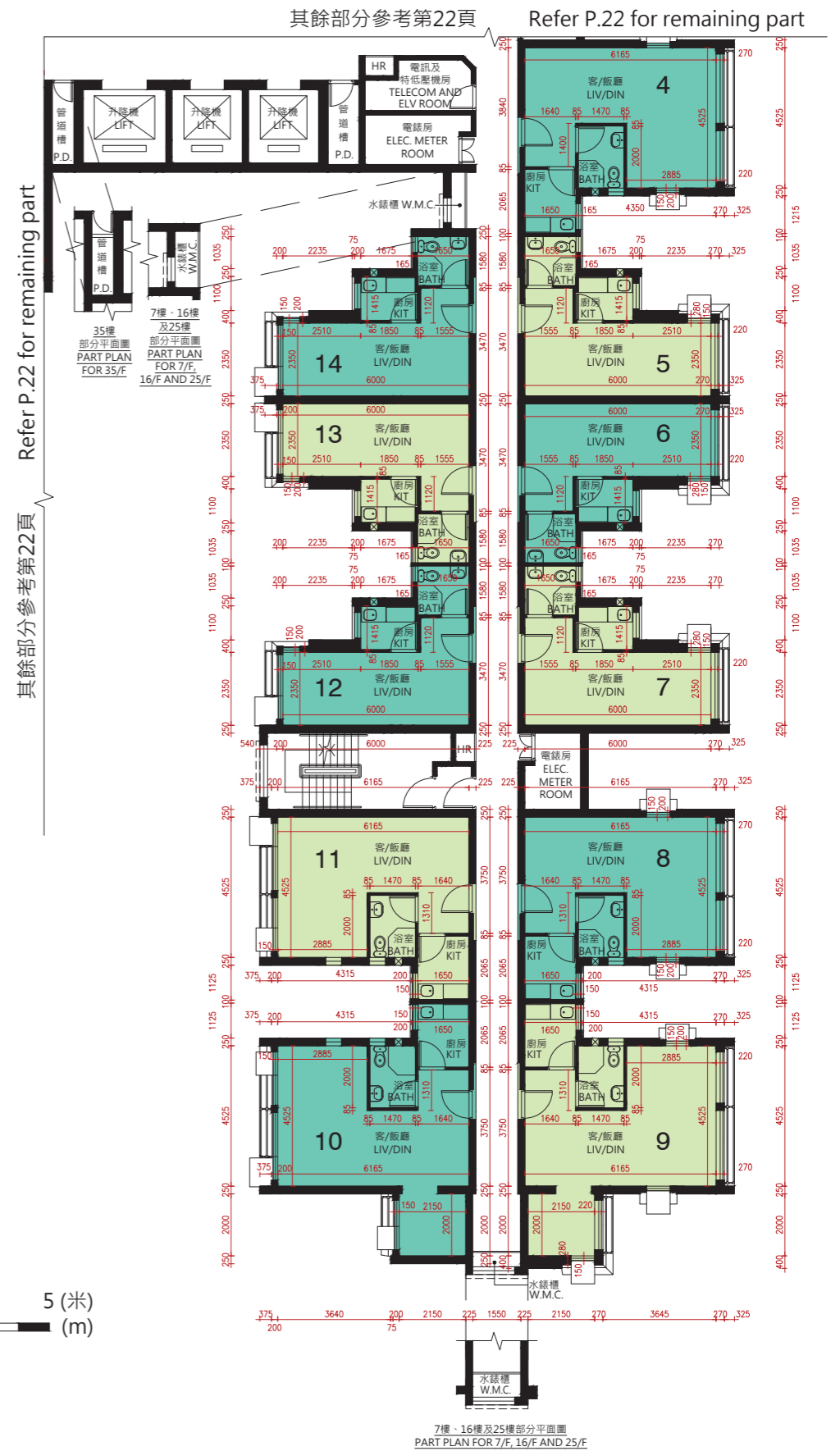
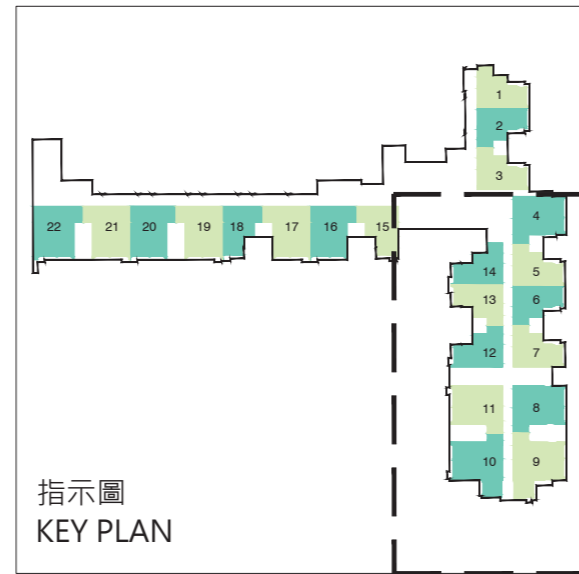
註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

發展項目的住宅物業的樓面平面圖

Floor Plans of Residential Properties in the Development

6樓至36樓平面圖
6/F-36/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

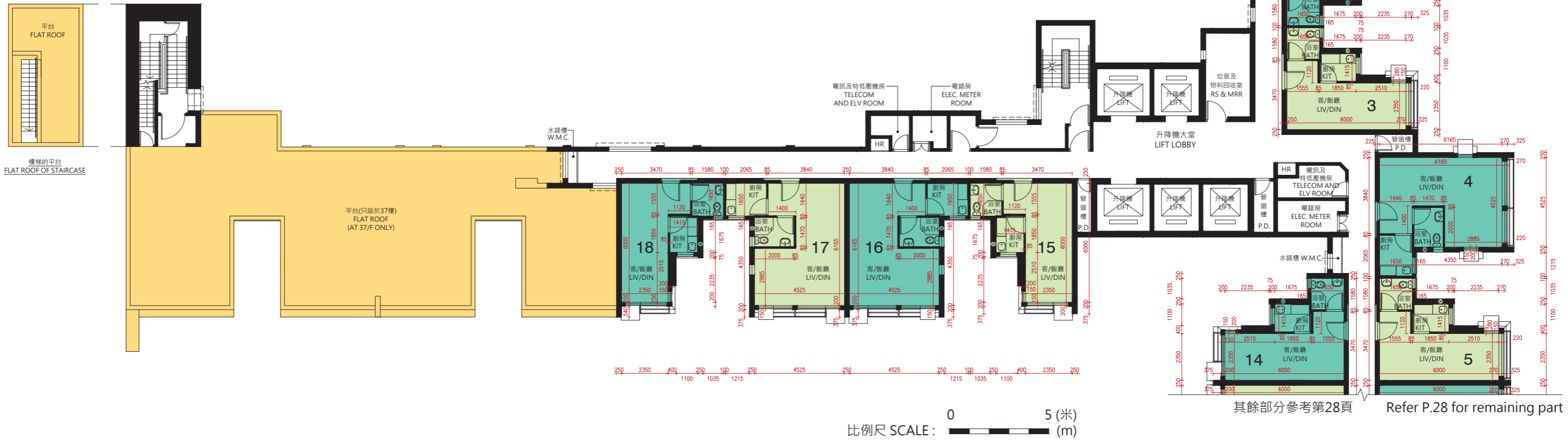
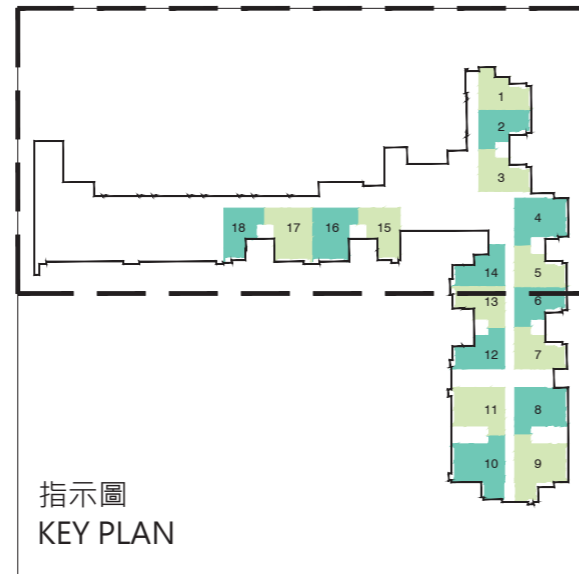
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

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

37樓至40樓平面圖
37/F-40/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (40樓除外)。
40樓每個住宅物業的層與層之間的高度為2.79米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米 (40樓除外)。
40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

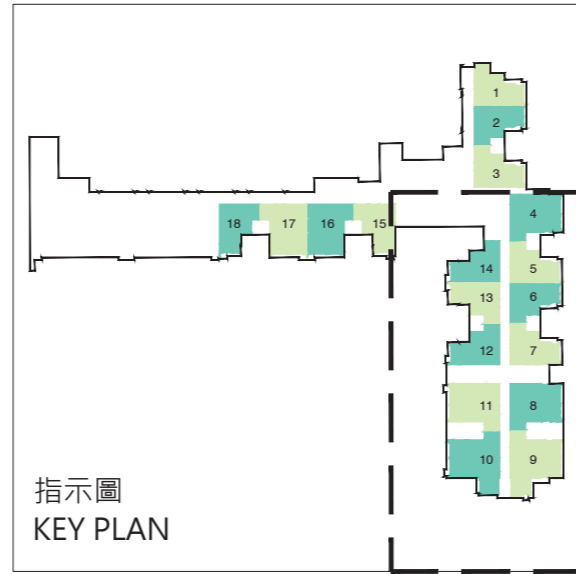
1. The floor-to-floor height of each residential property is 2.75m (except 40/F).
The floor-to-floor height of each residential property on 40/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 40/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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

37樓至40樓平面圖

37/F-40/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (40樓除外)。
40樓每個住宅物業的層與層之間的高度為2.79米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及215毫米 (40樓除外)。
40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m (except 40/F).
The floor-to-floor height of each residential property on 40/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 40/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/F are 200mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Not applicable to the Development)

註：平面圖所列之數字為以毫米標示之建築結構尺寸。

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



12

發展項目中的住宅物業的面積

Area of Residential Properties in the Development

| 物業的描述 Description of Residential Property | | 實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) | 其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) | | | | | | | | | |
|--|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 樓層 Floor | 單位 Unit | | 空調機房 Air-conditioning plant room | 窗台 Bay window | 閣樓 Cockloft | 平台 Flat roof | 花園 Garden | 停車位 Parking space | 天台 Roof | 梯屋 Stairhood | 前庭 Terrace | 庭院 Yard |
| 5樓-40樓 5/F-40/F | 1 | 26.4 (284) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 2 | 26.0 (280) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 3 | 26.8 (288) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 4 | 35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 5, 6 | 25.8 (278) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 7, 15 | 26.7 (287) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 8 | 35.6 (383) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 9 | 41.5 (447) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 10 | 41.2 (443) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

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

| 物業的描述 Description of Residential Property | | 實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) | 其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) | | | | | | | | | |
|--|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 樓層 Floor | 單位 Unit | | 空調機房 Air-conditioning plant room | 窗台 Bay window | 閣樓 Cockloft | 平台 Flat roof | 花園 Garden | 停車位 Parking space | 天台 Roof | 梯屋 Stairhood | 前庭 Terrace | 庭院 Yard |
| 5樓-40樓 5/F-40/F | 11 | 35.5 (382) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 12 | 26.6 (286) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 13 | 25.7 (277) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 14 | 26.1 (281) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 16, 17 | 35.0 (377) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| 5樓-36樓 5/F-36/F | 18 | 25.9 (279) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| 37樓-40樓 37/F-40/F | 18 | 26.7 (287) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| 5樓-36樓 5/F-36/F | 19, 20, 21 | 34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |
| | 22 | 38.5 (414) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: - | - | - | - | - | - | - | - | - | - | - |

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

13

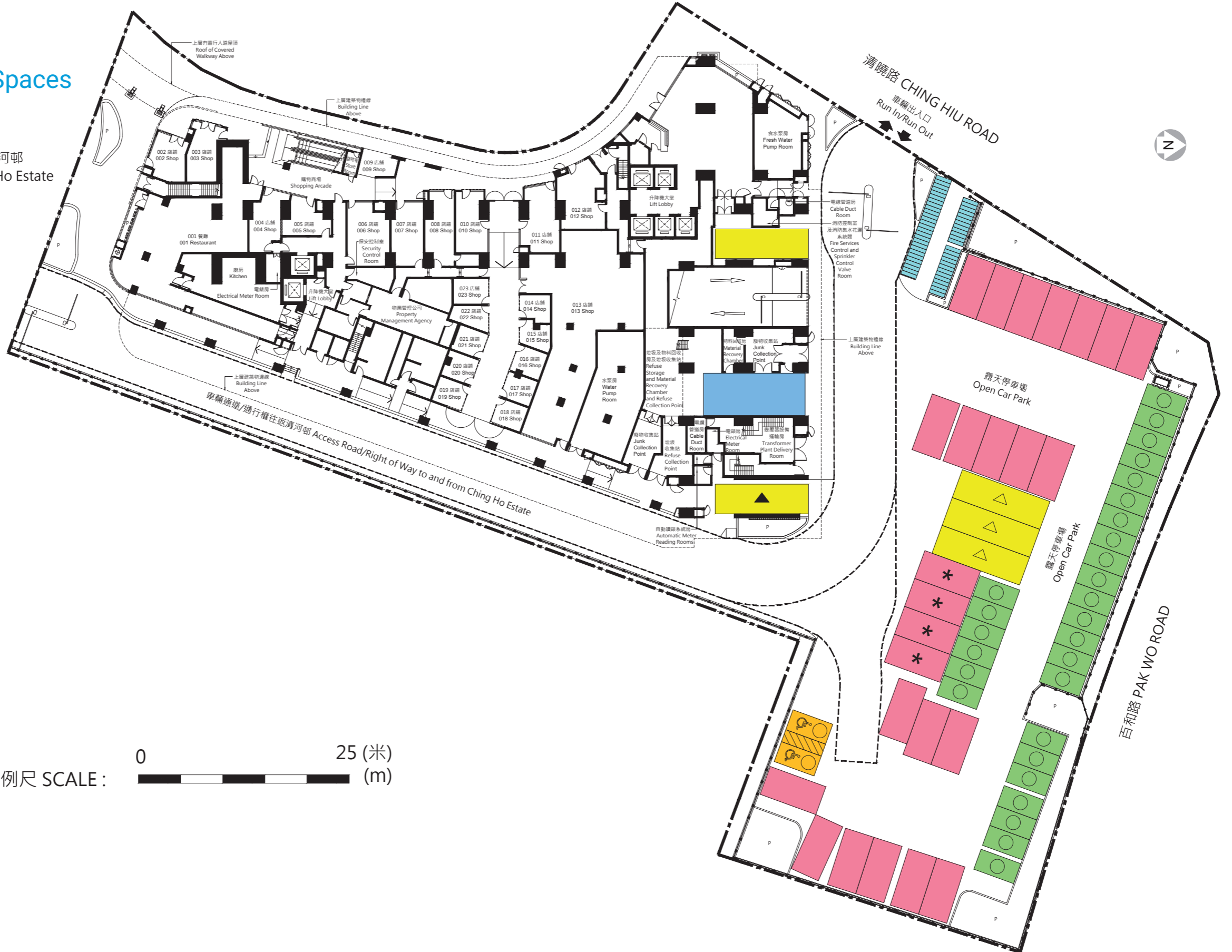
發展項目中的停車位的樓面平面圖

Floor Plans of Parking Spaces in the Development

地下停車位平面圖

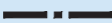
Floor Plan of Parking Spaces
on Ground Floor

清河邨
Ching Ho Estate



比例尺 SCALE: 0 25 (米) (m)

圖例 NOTATION

| | | |
|---|----|--------------|
|  | 地界 | Lot Boundary |
| P | 花槽 | Planter |

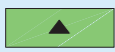
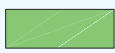


| 停車位類別 Category of Parking Space | 數目 Number | 每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.) | 每個停車位的面積(平方米) Area of Each Parking Space (sq.m.) |
|---|--------------|--|--|
|  露天上落客貨停車位(供清濤苑商業設施) Open Loading and Unloading Bays (for commercial facilities of Ching Tao Court) | 3 | 11.0x3.5 | 38.50 |
|  有蓋上落客貨停車位(供清濤苑商業設施) Covered Loading and Unloading Bay (for commercial facilities of Ching Tao Court) | 1 | 11.0x3.5 | 38.50 |
|  有蓋上落客貨停車位(供清濤苑) Covered Loading and Unloading Bay (for Ching Tao Court) | 1 | 11.0x3.5 | 38.50 |
|  有蓋垃圾收集車專用車位(供清濤苑) Covered Loading and Unloading Bay reserved for Refuse Collection Vehicles (for Ching Tao Court) | 1 | 12.0x5.0 | 60.00 |
|  露天汽車停車位(供清河邨居民) Open Car Parking Spaces (for residents of Ching Ho Estate) | 28 | 5.0x2.5 | 12.50 |
|  露天暢通易達汽車停車位(供清河邨居民)(設有1.5米寬共用上落車位) Open Accessible Car Parking Spaces (for residents of Ching Ho Estate) (with 1.5m wide Common Loading and Unloading Area) | 2 | 5.0x2.5 | 12.50 |
|  露天單車停車位(供清濤苑) Open Bicycle Parking Spaces (for Ching Tao Court) | 52 | 1.9x0.46 | 0.874 |
|  露天輕型貨車停車位(供清河邨居民) Open Light Goods Vehicle Parking Spaces (for residents of Ching Ho Estate) | 21 | 7.0x3.5 | 24.50 |
|  露天輕型貨車停車位(供清濤苑) Open Light Goods Vehicle Parking Spaces (for Ching Tao Court) | 4 | 7.0x3.5 | 24.50 |

一樓停車位平面圖
Floor Plan of Parking Spaces on First Floor



圖例 NOTATION

| | | |
|---|----|---------|
| P | 花槽 | Planter |
|---|----|---------|

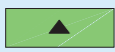
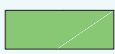
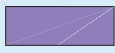

| 停車位類別 Category of Parking Space | 數目 Number | 每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.) | 每個停車位的面積(平方米) Area of Each Parking Space (sq.m.) |
|--|--------------|--|--|
|  有蓋汽車停車位(供清濤苑商業設施) Covered Car Parking Spaces (for commercial facilities of Ching Tao Court) | 8 | 5.0 x 2.5 | 12.50 |
|  有蓋汽車停車位(供清河邨居民) Covered Car Parking Spaces (for residents of Ching Ho Estate) | 22 | 5.0 x 2.5 | 12.50 |
|  有蓋電單車停車位(供清河邨居民) Covered Motorcycle Parking Spaces (for residents of Ching Ho Estate) | 8 | 2.4 x 1.0 | 2.40 |
|  有蓋暢通易達汽車停車位(供清濤苑商業設施) Covered Accessible Car Parking Space (for commercial facilities of Ching Tao Court) | 1 | 5.0 x 3.5 | 17.50 |

二樓停車位平面圖
Floor Plan of Parking Spaces on Second Floor



圖例 NOTATION

| | | |
|---|----|---------|
| P | 花槽 | Planter |
|---|----|---------|

| 停車位類別 Category of Parking Space | 數目 Number | 每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.) | 每個停車位的面積(平方米) Area of Each Parking Space (sq.m.) |
|--|--------------|--|--|
|  有蓋汽車停車位(供清濤苑商業設施) Covered Car Parking Spaces (for commercial facilities of Ching Tao Court) | 4 | 5.0 x 2.5 | 12.50 |
|  有蓋汽車停車位(供清河邨居民) Covered Car Parking Spaces (for residents of Ching Ho Estate) | 32 | 5.0 x 2.5 | 12.50 |
|  有蓋電單車停車位(供清河邨居民) Covered Motorcycle Parking Spaces (for residents of Ching Ho Estate) | 3 | 2.4 x 1.0 | 2.40 |
|  有蓋暢通易達汽車停車位(供清河邨居民) Covered Accessible Car Parking Space (for residents of Ching Ho Estate) | 1 | 5.0 x 3.5 | 17.50 |

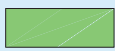
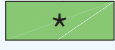


發展項目中的停車位的樓面平面圖
Floor Plans of Parking Spaces in the Development

三樓停車位平面圖
Floor Plan of Parking Spaces on Third Floor



圖例 NOTATION

| | | |
|---|----|---------|
| P | 花槽 | Planter |
|---|----|---------|

| 停車位類別 Category of Parking Space | 數目 Number | 每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.) | 每個停車位的面積(平方米) Area of Each Parking Space (sq.m.) |
|---|--------------|--|--|
|  有蓋汽車停車位(供清河邨居民) Covered Car Parking Space (for residents of Ching Ho Estate) | 1 | 5.0 x 2.5 | 12.50 |
|  有蓋汽車停車位(供清濤苑) Covered Car Parking Spaces (for Ching Tao Court) | 34 | 5.0 x 2.5 | 12.50 |
|  有蓋電單車停車位(供清濤苑) Covered Motorcycle Parking Spaces (for Ching Tao Court) | 8 | 2.4 x 1.0 | 2.40 |
|  有蓋暢通易達汽車停車位(供清濤苑) Covered Accessible Car Parking Space (for Ching Tao Court) | 1 | 5.0 x 3.5 | 17.50 |



14

臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

15

公契的摘要

Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

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

「**屋苑公用地方與設施**」指提供「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，包括但不限於通道/通道權、暢通易達洗手間、空調機櫃、空調機平台、技工工場、自動讀錶櫃、電纜管道、讀錶櫃、檢測水錶櫃、潔淨服務承辦商辦事處、有蓋園景區(構成「住宅大廈公用地方與設施」之部分除外)、有蓋行人通道、去水井(構成「住宅大廈公用地方與設施」之部分除外)、柵欄、電力槽(構成「住宅大廈公用地方與設施」之部分除外)、電錶房(構成「住宅大廈公用地方與設施」之部分除外)、緊急發電機機房、「緊急車輛通道」、屋苑管理處、特低壓槽(構成「住宅大廈公用地方與設施」之部分除外)、女性洗手間、消防控制及花灑控制閥房、消防上水泵房及消防中途泵房、消防入水掣、消防水缸、沖廁水泵房、沖廁水水缸、食水泵房、食水水缸、「氣體錶前的氣體喉管」(構成「住宅大廈公用地方與設施」之部分除外)、氣體喉管管道、「綠化範圍」(構成「住宅大廈公用地方與設施」之部分除外)、廢物收集站、根據「該租契」第3.19條提供的園景區(構成「住宅大廈公用地方與設施」之部分除外)、升降機(構成「住宅大廈公用地方與設施」之部分除外)、升降機大堂(構成「住宅大廈公用地方與設施」之部分除外)、升降機機房、垃圾收集車裝卸停車位、維修平台、維修空間、總電掣房、男性洗手間、物料回收站、位於高位的金屬平台、錶房、「休憩空間」(構成「住宅大廈公用地方與設施」之部分除外)、業主立案法團辦事處、管道槽(構成「住宅大廈公用地方與設施」之部分除外)、管道槽房、花槽(構成「住宅大廈公用地方與設施」之部分除外)、垃圾及物料回收房暨垃圾收集站、保安控制室、淋浴間、花灑泵房、花灑水缸房、樓梯(構成「住宅大廈公用地方與設施」之部分除外)、電訊及特低壓機房、電訊及廣播設備室、洗手間、變壓裝置輸送房、變壓器輸送通道、變壓器房、電力槽的上部、屋苑管理處的上部、消防上水泵房及消防中途泵房的上部、管道槽的上部、花灑泵房的上

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 Block Common Areas and Facilities and (iii) all those parts and such of the facilities of the Estate designated as common areas and facilities in accordance with the provisions of the DMC or Sub-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, access road/right of way, accessible toilets, air-conditioner cabinet, air-conditioner platform, artisans workshop, automatic meter reading room, cable duct, check meter cabinet, check water meter cabinet, cleansing contractor's office, covered landscaped area (other than those forming part of the Residential Block Common Areas and Facilities), covered walkway, drain pits (other than those forming part of the Residential Block Common Areas and Facilities), drop gates, electrical ducts (other than those forming part of the Residential Block Common Areas and Facilities), electrical meter rooms (other than those forming part of the Residential Block Common Areas and Facilities), emergency generator room, Emergency Vehicular Access, estate management office, extra low voltage ducts (other than those forming part of the Residential Block Common Areas and Facilities), female toilet, fire service control and sprinkler control valve room, fire service upfeed and booster pump room, fire service inlet, fire service water tank, flush water pump rooms, flush water tanks, fresh water pump rooms, fresh water tanks, Gas Pipe Before Meter (other than those forming part of the Residential Block Common Areas and Facilities), gas pipe ducts, Greenery Area (other than those forming part of the Residential Block Common Areas and Facilities), junk collection point, landscaped area provided in accordance with Clause 3.19 of the said lease (other than such part(s) thereof forming part of the Residential Block Common Areas and Facilities), lifts (other than those forming part of the Residential Block Common Areas and Facilities), lift lobbies (other than those forming part of the Residential Block Common Areas and Facilities), lift machine room, Loading and Unloading Space for Refuse Collection Vehicles, maintenance platforms, maintenance spaces, main switch room, male toilet, material recovery point, metal platform at high level, meter rooms, Open Space (other than those forming part of the Residential Block Common Areas and Facilities), owners' corporation office, pipe ducts (other than those forming part of the Residential Block Common Areas and Facilities), pipe duct room, planters (other than those forming part of the Residential Block Common Areas and Facilities), refuse storage and material recovery chamber cum refuse collection point, security control room, showers, sprinkler pump room, sprinkler water tank room, staircases (other than those forming part of the Residential Block Common Areas and Facilities), telecom and extra low voltage rooms, telecommunications and broadcasting equipment room, toilets, transformer plant delivery room, transformer delivery access corridor, transformer rooms, upper part of electrical duct, upper part of estate management office, upper part of fire service upfeed and booster pump room, upper part of pipe ducts, upper part of sprinkler pump room, upper part of transformer delivery access corridor, upper part of transformer room, vehicular entrance, voids (other than those forming part of the Residential Block Common Areas and Facilities), water meter cabinets, water pump room and such other areas and any

公契的摘要

Summary of Deed of Mutual Covenant

部、變壓傳遞通道走廊的上部、變壓器房的上部、車輛入口、空隙(構成「住宅大廈公用地方與設施」之部分除外)、水錶櫃、水泵房,以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非為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」所夾附並經「認可人士」核實為準確的圖則以橙色、橙色加黑斜線、橙色加黑交叉斜線及以綠色虛線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍,以及香港房屋委員會(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」指及包括但不限於暢通易達洗手間(供保安員)、自動讀錶房、單車停車位、電纜管道房、簷篷、公用遊樂區、有蓋公用遊樂區、有蓋園景區(構成「屋苑公用地方與設施」之部分除外)、罩屋、電力槽(構成「屋苑公用地方與設施」之部分除外)、電錶房(構成「屋苑公用地方與設施」之部分除外)、入口大堂、特低壓槽(構成「屋苑公用地方與設施」之部分除外)、平台、食水增壓泵房、「氣體錶後的氣體喉管」(構成任何「單位」之部分除外)、「氣體錶前的氣體喉管」(構成「屋苑公用地方與設施」之部分除外)、「綠化範圍」(構成「屋苑公用地方與設施」之部分除外)、保安員櫃位、根據「該租契」第3.19條提供的園景區(構成「屋苑公用地方與設施」之部分除外)、園景平台、升降機(構成「屋苑公用地方與設施」之部分除外)、升降機大堂(構成「屋苑公用地方與設施」之部分除外)、升降機槽、供「住宅大廈」的裝卸停車位、維修通道、維修平台、「休憩空間」(構成「屋苑公用地方與設施」之部分除外)、管道槽(構成「屋苑公用地方與設施」之部分除外)、花槽(構成「屋苑公用地方與設施」之部分除外)、庇護區、垃圾及物料回收室、樓梯(構成「屋苑公用地方與設施」之部分除外)、儲物房、電訊及特低壓機房、花棚、特低壓槽的上部、通風管道房、空隙(構成「屋苑公用地方與設施」之部分除外)、水錶櫃,以及在「住宅大廈」內提供或安裝並擬專為「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」所夾附並經「認可人士」核實為準確的圖則以棕色、棕色加黑斜線、棕色加黑交叉斜線及以青色虛線顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍,以及「房委會」可隨時按照「公契」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)

other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured ORANGE, ORANGE HATCHED BLACK, ORANGE CROSS-HATCHED BLACK and PECKED GREEN LINE (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person 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 Block Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.

“Residential Block Common Areas and Facilities” shall mean and include, but not limited to, accessible toilet (for watchmen), automatic meter reading room, Bicycle Parking Spaces, cable duct rooms, canopies, communal play area, covered communal play areas, covered landscaped areas (other than those forming part of the Estate Common Areas and Facilities), dog houses, electrical duct (other than those forming part of the Estate Common Areas and Facilities), electrical meter rooms (other than those forming part of the Estate Common Areas and Facilities), entrance lobby, extra low voltage ducts (other than those forming part of the Estate Common Areas and Facilities), flat roofs, fresh water booster pump room, Gas Pipe After Meter (other than those forming part of any Unit(s)), Gas Pipe Before Meter (other than those forming part of the Estate Common Areas and Facilities), Greenery Area (other than those forming part of the Estate Common Areas and Facilities), guard counter, landscaped area provided in accordance with Clause 3.19 of the said lease (other than such part(s) thereof forming part of the Estate Common Areas and Facilities), landscaped roof, lifts (other than those forming part of the Estate Common Areas and Facilities), lift lobbies (other than those forming part of the Estate Common Areas and Facilities), lift shafts, Loading and Unloading Space for the Residential Block, maintenance access, maintenance platform, Open Space (other than those forming part of the Estate Common Areas and Facilities), pipe ducts (other than those forming part of the Estate Common Areas and Facilities), planters (other than those forming part of the Estate Common Areas and Facilities), refuge areas, refuse storage and material recovery rooms, staircases (other than those forming part of the Estate Common Areas and Facilities), store room, telecom and extra low voltage rooms, trellises, upper part of extra low voltage duct, vent duct room, voids (other than those forming part of the Estate Common Areas and Facilities), water meter cabinets and any other areas, systems, devices and facilities provided or installed in the Residential Block and intended to serve exclusively the Residential Block as a whole, which for the purpose of identification only, are shown coloured BROWN, BROWN HATCHED BLACK, BROWN CROSS-HATCHED BLACK and PECKED CYAN LINE (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Block Common Areas and Facilities by 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 Estate Common

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。

Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

| 樓層 Floor | 單位 Unit | 每一單位佔整體業權之不分割份數 Undivided Shares for Each Unit |
|----------------------|----------------|---|
| 5樓-40樓 5/F-40/F | 1, 2, 5, 6, 14 | 45 / 52,685 |
| | 3, 7, 12, 15 | 46 / 52,685 |
| | 4 | 62 / 52,685 |
| | 8, 11 | 61 / 52,685 |
| | 9 | 72 / 52,685 |
| | 10 | 71 / 52,685 |
| | 13 | 44 / 52,685 |
| | 16, 17 | 60 / 52,685 |
| 5樓-36樓 5/F-36/F | 18 | 45 / 52,685 |
| | 19, 20, 21 | 60 / 52,685 |
| | 22 | 66 / 52,685 |
| 37樓-40樓 37/F-40/F | 18 | 46 / 52,685 |

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」簽署日起計二十四(24)個曆月或直至「業主立案法團」成立為止(以較早者為準)，及必須繼續擔任「經理人」，直至「房委會」的任命按照「公契」的條文終止為止。

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

Subject to the provisions of the Building Management Ordinance (Cap. 344), 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.

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Summary of Deed of Mutual Covenant

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

每份周年財政預算須包括三個部分：

- (a) 第一部分須涵蓋「業主」根據「地役權授予契據」須繳付的所有金額。
(b) 第二部分須分為於「公契」第51(b)條所列出的3個分部分。
(c) 第三部分須涵蓋於「公契」第51(c)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：

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

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

Every annual budget shall be in 3 parts:-

- (a) The first part shall cover all amounts payable by the Owners under the Deed of Grant of Easement.
(b) The second part shall be divided into 3 sections as set out in Clause 51(b) of the DMC.
(c) The third part shall cover expenditure as set out in Clause 51(c) 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:

| 樓層 Floor | 單位 Unit | 每一單位佔整體管理份數 Management Shares for Each Unit |
|----------------------|----------------|--|
| 5樓-40樓 5/F-40/F | 1, 2, 5, 6, 14 | 45 / 52,675 |
| | 3, 7, 12, 15 | 46 / 52,675 |
| | 4 | 62 / 52,675 |
| | 8, 11 | 61 / 52,675 |
| | 9 | 72 / 52,675 |
| | 10 | 71 / 52,675 |
| | 13 | 44 / 52,675 |
| | 16, 17 | 60 / 52,675 |
| 5樓-36樓 5/F-36/F | 18 | 45 / 52,675 |
| | 19, 20, 21 | 60 / 52,675 |
| | 22 | 66 / 52,675 |
| 37樓-40樓 37/F-40/F | 18 | 46 / 52,675 |

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。「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」就出售清濤苑所指定的互聯網網站內閱覽。

Note: For full details of the above provisions and other provisions in the DMC, please refer to the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the 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 Ching Tao Court.

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批地文件的摘要

Summary of Land Grant

位於粉嶺上水市地段第291號之香港房屋委員會(下稱「承租人」,如語意容許,亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為2022年8月24日。

1 該發展項目位於粉嶺上水市地段第291號(下稱「該地段」)。

2 「該地段」的批租年期為50年,由2022年8月24日起計(下稱「批租年期」)。

3 「該租契」條款第3.3條訂明:

「承租人」須不時及在「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「該地段」及現有或其後任何時間位於「該地段」的樓宇或物業單位及所有其他架設物及建築物,所有「該地段」內的山坡、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「該地段」或任何位於其上之樓宇、物業單位、架設物及建築物的牆、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道,並且全面執行需要及必須的所有修葺、清洗及修改工程,一切必須達致令地政總署署長(下稱「署長」)滿意為止。

4 「該租契」條款第3.7條訂明:

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

5 「該租契」條款第3.13條訂明:

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

6 「該租契」條款第3.15(c)條訂明:

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾,

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 Fanling Sheung Shui Town Lot No. 291 ("the said lease") is dated the 24th day of August 2022.

1 The Development is situated on Fanling Sheung Shui Town Lot No. 291 ("the Lot").

2 The Lot is granted for a term of 50 years ("Lease Term") commencing from the 24th day of August 2022.

3 Clause No. 3.3 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 Lot 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 Lot, all the slopes, earth-retaining structures and retaining walls within the Lot and all the walls, banks, cuttings, hedges, ditches, rails, lights, pavements, privies, sinks, drains and watercourses thereunto belonging and which shall in any-wise belong or appertain unto the Lot or any of the said messuages, tenements, erections and buildings in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever the whole to be done to the satisfaction of the Director of Lands (hereinafter referred to as "the Director").

4 Clause No. 3.7 of the 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 Lot or any part thereof in common with other premises near or adjoining thereto. Such share and proportion shall be fixed and determined by the Director (whose determination shall be final and binding on the Lessee) and shall be recoverable by the Director in the nature of rent in arrears.

5 Clause No. 3.13 of the 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 Lot or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with 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 residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

6 Clause No. 3.15(c) of the said lease stipulates that:

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

- (i) 「承租人」須自費向房屋局常任秘書長提交一份圖則供房屋局常任秘書長書面批准，該圖則須標示將會於「該地段」或已建或擬建於「該地段」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」的布局和面積以及其他房屋局常任秘書長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」)。房屋局常任秘書長就「綠化建議書」內何謂綠化及「該地段」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。上述獲房屋局常任秘書長批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.15(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房屋局常任秘書長滿意的方式對其作出保養。除非得到房屋局常任秘書長的事先書面批准，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) 除非得到房屋局常任秘書長的事先書面批准，於「獲批准綠化建議書」內顯示的「綠化範圍」須被指定為「該租契」條款第3.22(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」中列明的布局、面積、位置及詳情的「綠化範圍」以外的任何用途。

7 「該租契」條款第3.16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「該地段」建築、提供及維持完整的垃圾收集系統。

8 「該租契」條款第3.17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「該地段」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

9 「該租契」條款第3.18條訂明：

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於2,095平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的建築物的住客及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。

- (i) The Lessee shall at its own expense submit to the Permanent Secretary for Housing for his written approval a plan indicating such portion or portions of the Lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Housing may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the Permanent Secretary for Housing as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Housing is hereinafter referred to as "the Approved Greenery Submission". For the purpose of Clause No. 3.15(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 Housing. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Housing; and
- (iii) Except with the prior written approval of the Permanent Secretary for Housing, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(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 Clause No. 3.16 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 Lot a comprehensive system of refuse collection.

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

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

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

- (a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 2,095 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 Lot and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.

- (b) 根據「該租契」條款第3.18(a)條提供的休憩空間須被指定為「該租契」條款第3.22(a)(v)條所指的「公用地方」並成為其中一部分。

10 「該租契」條款第3.19條訂明：

「承租人」須在「該地段」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3.21條訂明：

- (a) 除於「該租契」條款第3.21(b)條、第3.21(c)條及第3.21(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「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「住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」毋須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
- 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)；
 - 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「住宅單位」的人士；
 - 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))；
 - 每份根據「該租契」條款第3.21(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3.21條所載的條款及條件限制；以及
 - 倘若「業主」於「首次轉讓契據」(按下文定義)日期起計五年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」(按下文定義)。

- (b) The open space provided in accordance with Clause No. 3.18(a) of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the said lease.

10 Clause No. 3.19 of the said lease stipulates that:

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

11 Clause No. 3.21 of the said lease stipulates that:

- (a) Except as provided in Clauses Nos. 3.21(b), 3.21(c) and 3.21(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 residential flat (as defined hereafter) or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium (as defined hereafter) to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
- the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser (as defined hereafter);
 - the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such residential flat;
 - 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;
 - the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of Clause No. 3.21(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. 3.21 of the said lease; and
 - in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment (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「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費(如被要求時)；以及
- (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第3.21(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「住宅單位」或其中的任何權益轉讓予由「承租人」以其全權及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.21(d)條向「承租人」繳付「補價」後，「該租契」條款第3.21條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第3.21條而言：
- (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
- (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
- (iii) 「承租人」一詞不包括其受讓人；
- (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；
- (v) 「業主」指獲「承租人」根據「該租契」條款第3.20(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.21條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；
- (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期15年的期間；
- (vii) 「補價」指由房屋署署長釐定的款額(其釐定為最終決定及對「住宅單位」的「業主」具約束力)，該款額須根據以下公式計算：

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

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

- (d) After the expiry of the Period (as defined hereafter),
- (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
- (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding Clause No. 3.21(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 residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with Clause No. 3.21(d) of the said lease, Clause No. 3.21 of the said lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.21 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 residential flat or any interest therein;
- (ii) "First Assignment" means the first assignment of a residential flat from the Lessee to the first owner of that residential flat;
- (iii) the expression "Lessee" excludes its assigns;
- (iv) "Initial Market Value" means the market value of the residential flat as specified in the First Assignment;
- (v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 3.20(a) of the said lease; and for the purpose of Clause No. 3.21 of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;
- (vi) "Period" means a period of 15 years after the date of the First Assignment;
- (vii) "Premium" means an amount determined by the Director of Housing (whose determination shall be final and binding on the owner of the residential flat) which shall be calculated according to the following formula –

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

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

- (viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及
- (ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。
- (h) 儘管「該租契」條款第3.21(c)條、第3.21(e)條及第3.21(g)條有相反規定，「承租人」根據「該租契」條款第3.21條給予或作出任何批准、核證或提名或行使任何酌情權須受房屋局局長不時施加的條款及條件(如有)限制。

12 「該租契」條款第3.24條訂明：

- (a) 「承租人」須在「該地段」內以令運輸署署長(下稱「運輸署署長」)滿意的方式提供及維持：
 - (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》」)獲發牌的汽車(電單車和貨車除外)的停車位，該等停車位須供「該地段」已建或擬建的建築物內的住宅單位的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為35，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米(根據「該租契」條款第3.24(a)(iv)條保留及指定的停車位除外)。就「該租契」而言，「汽車」應根據「《道路交通條例》」而界定；
 - (ii) 供停泊根據「《道路交通條例》」獲發牌的電單車的停車位，該等停車位須供「該地段」已建或擬建的建築物內的住宅單位的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為8，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米。就「該租契」而言，「電單車」應根據「《道路交通條例》」而界定；
 - (iii) 供停泊根據「《道路交通條例》」獲發牌的貨車的停車位，該等停車位須供「該地段」已建或擬建的建築物的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為4，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及7.0米長而樓底高度最少須為3.6米。就「該租契」而言，「貨車」應根據「《道路交通條例》」而界定；
 - (iv) 在根據「該租契」條款第3.24(a)(i)條提供的停車位當中，須保留及指定1個停車位供停泊傷殘人士的汽車。如此保留及指定的停車位的尺寸，須按建築事務監督或房屋局常任秘書長的要求及批准。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》及其下的規例或任何修訂法例而界定；及

- (viii) "Purchase Price" means the price of the residential flat sold by the Lessee to the owner as specified in the First Assignment; and
- (ix) "residential flat" means a residential flat in the building or buildings erected or to be erected on the Lot and to which an undivided share or undivided shares of and in the Lot has or have been allocated.
- (h) Notwithstanding anything to the contrary contained in Clauses Nos. 3.21(c), 3.21(e) and 3.21(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. 3.21 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 Housing.

12 Clause No. 3.24 of the said lease stipulates that:

- (a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "C for T"):
 - (i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and such spaces shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 35 and except for such space(s) as reserved and designated in accordance with Clause No. 3.24(a)(iv) of the said lease, each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. For the purpose of the said lease, "motor vehicle" shall be as defined in the Road Traffic Ordinance;
 - (ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and such spaces shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 8 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 1.0 metres in width and 2.4 metres in length with a minimum headroom of 2.4 metres. For the purpose of the said lease, "motor cycle" shall be as defined in the Road Traffic Ordinance;
 - (iii) spaces for the parking of goods vehicles licensed under the Road Traffic Ordinance and such spaces shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 4 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. For the purpose of the said lease, "goods vehicle" shall be as defined in the Road Traffic Ordinance;
 - (iv) out of the spaces provided under Clause No. 3.24(a)(i) of the said lease, 1 space shall be reserved and designated for the parking of motor vehicles by disabled persons. The dimension of the space so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require and approve. For the purpose of the said lease, "disabled persons" shall be as defined in the Road Traffic Ordinance, and "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

- (v) 供停泊單車的停車位，該等停車位須供「該地段」已建或擬建的建築物的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為52，且使「運輸署署長」滿意。就「該租契」而言，「單車」應根據「《道路交通條例》」而界定；
 - (vi) 供停泊根據「《道路交通條例》」獲發牌的汽車(電單車和貨車除外)的停車位，該等停車位須供「該地段」已建或擬建的作非工業(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，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為13，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米(根據「該租契」條款第3.24(a)(vii)條保留及指定的停車位除外)；
 - (vii) 在根據「該租契」條款第3.24 (a)(vi)條提供的停車位當中，須保留及指定1個停車位供停泊傷殘人士的汽車。如此保留及指定的停車位的尺寸，須按建築事務監督或房屋局常任秘書長的要求及批准；
 - (viii) 供停泊根據「《道路交通條例》」獲發牌的汽車(電單車和貨車除外)的停車位，該等停車位須供根據歸屬令第223號持有的整片或整幅土地(即於「該租契」所附平面圖(下稱「平面圖」)圖1中藍色虛線內所示並標有「V.O.223」的土地)上現稱為清河邨的已建建築物(下稱「清河邨」)的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為86，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米(根據「該租契」條款第3.24(a)(xi)條保留及指定的停車位除外)；
 - (ix) 供停泊根據「《道路交通條例》」獲發牌的電單車的停車位，該等停車位須供「清河邨」的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為11，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；
 - (x) 供停泊根據「《道路交通條例》」獲發牌的貨車的停車位，該等停車位須供「清河邨」的住客及其真正賓客和訪客使用，除非另行獲得「運輸署署長」及「署長」的書面同意，停車位的數目須為21，而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為3.5米寬及7.0米長而樓底高度最少須為3.6米；以及
 - (xi) 在根據「該租契」條款第3.24 (a)(viii)條提供的停車位當中，須保留及指定3個停車位供停泊傷殘人士的汽車。如此保留及指定的停車位的尺寸，須按建築事務監督或房屋局常任秘書長的要求及批准。
- (v) spaces for the parking of bicycles and such spaces shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 52 to the satisfaction of the C for T. For the purpose of the said lease, "bicycle" shall be as defined in the Road Traffic Ordinance;
 - (vi) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance and such spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the Lot to be used for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only and their bona fide guests and visitors, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 13 and except for such space(s) as reserved and designated in accordance with Clause No. 3.24(a)(vii) of the said lease, each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
 - (vii) out of the spaces provided under Clause No. 3.24(a)(vi) of the said lease, 1 space shall be reserved and designated for the parking of motor vehicles by disabled persons. The dimension of the space so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require and approve;
 - (viii) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance and such spaces shall be for the use of the residents of the building or buildings erected on all that piece or parcel of land held under Vesting Order No. 223 as shown within the blue broken line on Diagram 1 of the plan annexed to the said lease (hereinafter referred to as "the Plan") and marked "V.O. 223" now known as Ching Ho Estate (hereinafter referred to as "Ching Ho Estate") and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 86 and except for those spaces reserved and designated in accordance with Clause No. 3.24(a)(xi) of the said lease, each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
 - (ix) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and such spaces shall be for the use of the residents of Ching Ho Estate and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 11 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 1.0 metres in width and 2.4 metres in length with a minimum headroom of 2.4 metres;
 - (x) spaces for the parking of goods vehicles licensed under the Road Traffic Ordinance and such spaces shall be for the use of the residents of Ching Ho Estate and their bona fide guests and visitors and, unless the C for T and the Director otherwise consents in writing, the number of spaces shall be 21 and each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres; and
 - (xi) out of the spaces provided under Clause No. 3.24(a)(viii) of the said lease, 3 spaces shall be reserved and designated for the parking of motor vehicles by disabled persons. The dimension of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require and approve.

- (b) 根據「該租契」條款第3.24(a)(i)條、第3.24(a)(ii)條、第3.24(a)(iii)條、第3.24(a)(iv)條、第3.24(a)(v)條、第3.24(a)(vi)條、第3.24(a)(vii)條、第3.24(a)(viii)條、第3.24(a)(ix)條、第3.24(a)(x)條及第3.24(a)(xi)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「該地段」內以令「運輸署署長」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。除非另行獲得「運輸署署長」及「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為5。除非另行獲得「運輸署署長」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米長而樓底高度最少須為4.7米，及不得用作與「該地段」已建或擬建的建築物相關的汽車作上落客貨用途之外的任何其他用途。在如此供汽車作上落客貨用途的停車位中，1個停車位須供「該地段」已建或擬建的建築物內的住宅單位的住客使用，而4個停車位須供「該地段」已建或擬建的作非工業(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；以及
- (ii) 供垃圾收集車作裝卸用途的停車位。除非另行獲得「運輸署署長」及「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「運輸署署長」的書面同意，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「該地段」已建或擬建的建築物相關的垃圾收集車作裝卸用途之外的任何其他用途。
- (d) (i) 「承租人」須在「批租年期」期間的所有時間允許「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士，不論是否備有工具、設備、機械、機器或汽車，免費並不受限制自由隨時進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察、檢查及確定「承租人」沒有違反或未有履行「該租契」條款第3.24條。
- (ii) 政府毋須因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士行使「該租契」條款第3.24(a)條所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)承擔任何責任，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。
- (iii) 「承租人」須就因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人授權的任何其他人士行使「該租契」條款第3.24(a)條所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生
- (b) The spaces provided in accordance with Clauses Nos. 3.24(a)(i), 3.24(a)(ii), 3.24(a)(iii), 3.24(a)(iv), 3.24(a)(v), 3.24(a)(vi), 3.24(a)(vii), 3.24(a)(viii), 3.24(a)(ix), 3.24(a)(x) and 3.24(a)(xi) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said Clauses Nos. 3.24(a)(i), 3.24(a)(ii), 3.24(a)(iii), 3.24(a)(iv), 3.24(a)(v), 3.24(a)(vi), 3.24(a)(vii), 3.24(a)(viii), 3.24(a)(ix), 3.24(a)(x) and 3.24(a)(xi) 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 Lot to the satisfaction of the C for T:
- (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 C for T and the Director otherwise consents in writing, be 5. Each of the spaces so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the Lot. Of the spaces so provided for the loading and unloading of motor vehicles, 1 space shall be for the use of the residents of the residential flats in the building or buildings erected or to be erected on the Lot and 4 spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, hotel, godown and petrol filling station) purposes only; and
- (ii) spaces for the loading and unloading of refuse collection vehicles and the number of spaces for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the C for T and the Director otherwise consents in writing, be 1. The space so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (d) (i) The Lessee shall at all times throughout the Lease Term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Clause No. 3.24 of the said lease by the Lessee.
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Clause No. 3.24(a) 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.
- (iii) 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

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。

- (e) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言，
- (i) 以下的停車位不應該納入計算：
- (I) 根據「該租契」條款第3.24(a)條提供並位於「該地段」地面水平以下的停車位；以及
- (II) 根據「該租契」條款第3.24(c)條提供並位於「該地段」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3.24(a)條提供的停車位位於「該地段」地面水平或地面水平以上或根據「該租契」條款第3.24(c)條提供的停車位位於「該地段」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區域(包括但不限於升降機大堂、樓梯平台、行人通道、機動和通道區及機房)的百分之五十應該納入計算「該租契」條款第3.14(a)條所指的總樓面面積，而「署長」就該計算的決定為最終決定及對「承租人」具有約束力。
- (f) 儘管「該租契」條款第3.24(e)(ii)條有所規定，在「承租人」支付任何「署長」所釐定的土地補價及行政費後，「署長」可全權決定將「該租契」條款第3.24(e)(ii)條所述的任何停車位及其他區域從「該租契」條款第3.14(a)條規定的總樓面面積計算中排除，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。
- (g) 就「該租契」條款第3.24條而言，「署長」就哪些部分構成地面水平或任何空間是否位於地面水平、地面水平以上或以下作出的決定為最終決定及對「承租人」具有約束力。

13 「該租契」條款第3.25(f)條至第3.25(i)條訂明：

- (f) 就「該租契」條款第3.25(e)條而言，「承租人」須促致或促使他人促致「運輸署署長」批准的一份或多份標示根據「該租契」條款第3.24(a)條及第3.24(c)條將在「該地段」提供作停泊及上落客貨用途的所有停車位的布局的圖則或由認可人士(根據《建築物條例》及其下的規例或任何修訂法例定義)核證的該等圖則的副本(下稱「停車場布局圖」)的知識產權擁有人同意「運輸署署長」、「署長」、政府、其人員、承辦商、代理、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3.25(e)條及第3.25(f)條給予的同意將在「該租契」所同意授予的年期屆滿或提前終止後繼續有效並對「承租人」具約束力。

exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Clause No. 3.24(a) of the said lease.

- (e) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the said lease,
- (i) there shall not be taken into account
- (I) the spaces provided in accordance with Clause No. 3.24(a) of the said lease if they are provided below the ground level; and
- (II) the spaces provided in accordance with Clause No. 3.24(c) of the said lease if they are provided at or below the ground level;
- (ii) if the spaces provided in accordance with Clause No. 3.24(a) of the said lease are provided at or above the ground level or the spaces provided in accordance with Clause No. 3.24(c) of the said lease are provided above the ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the total gross floor area stipulated in Clause No. 3.14(a) of the said lease as to which the decision of the Director shall be final and binding on the Lessee.
- (f) Notwithstanding Clause No. 3.24(e)(ii) of the said lease, the Director at his sole discretion may subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in Clause No. 3.24(e)(ii) of the said lease from the calculation of total gross floor area stipulated in Clause No. 3.14(a) of the said lease as to which the decision of the Director shall be final and binding on the Lessee.
- (g) For the purpose of Clause No. 3.24 of the said lease, the decision of the Director as to what constitutes the ground level or whether any space is at, above or below the ground level shall be final and binding on the Lessee.

13 Clauses Nos. 3.25(f) to 3.25(i) of the said lease stipulate that:

- (f) For the purpose of Clause No. 3.25(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 approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Clauses Nos. 3.24(a) and 3.24(c) of the said lease, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (hereinafter referred to as "the Car Park Layout Plans") to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Lessee hereby accepts and acknowledges that the consent given under Clauses Nos. 3.25(e) and 3.25(f) of the said lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the term agreed to be granted by the said lease.

- (h) 對於履行或未有履行「承租人」在「該租契」條款第3.25(a)條、第3.25(b)條、第3.25(c)條、第3.25(d)條及第3.25(f)條之任何責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「運輸署署長」、「署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士在行使「該租契」條款第3.25(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3.25(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（不論任何及如何引致）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3.25(a)條、第3.25(b)條、第3.25(c)條、第3.25(d)條及第3.25(f)條下之任何責任；對於「停車場布局圖」中的任何遺漏或錯誤，「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。

14 「該租契」條款第3.28條訂明：

- (a) 除非事先得到渠務署署長書面同意，否則不得在「平面圖」上以粉紅加黑斑點及粉紅加紅斜線加黑斑點顯示的渠務專用範圍（下稱「渠務專用範圍」）上、上方、下面、之上、之下或之內豎立、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物件（於「該租契」日期當日存在的構築物除外）。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。
- (b) 除根據「該租契」條款第3.28(a)條已存在於渠務專用範圍的構築物及獲得渠務署署長事先書面同意而於渠務專用範圍擬建造的構築物（下稱「渠務專用範圍構築物」）外，任何可能阻塞「公用設施」（「該租契」條款第3.28(c)條所述）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」自費以各方面均令渠務署署長滿意的方式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。

- (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. 3.25(a), 3.25(b), 3.25(c), 3.25(d) and 3.25(f) of the said lease; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clause No. 3.25(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. 3.25(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. 3.25(a), 3.25(b), 3.25(c), 3.25(d) and 3.25(f) of the said lease; any omission or mistake in the Car Park Layout Plans.

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

- (a) Except with the prior written consent of the Director of Drainage Services, no building, structure or support for any building or structure (other than the structures existing as at the date of the said lease) shall be erected, constructed or placed on, over, under, above, below or within the area of drainage reserve shown coloured pink stippled black and pink hatched red stippled black 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.
- (b) Except for the existing structures and structures to be erected with the prior written consent of the Director of Drainage Services within the Drainage Reserve Area (hereinafter collectively referred to as "the DRA Structures") in accordance with Clause No. 3.28(a) 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. 3.28(c) of the said lease) shall be placed within the Drainage Reserve Area. Where in the opinion of the Director of Drainage Services (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director of Drainage Services shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Director of Drainage Services, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Lessee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director of Drainage Services may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

- (c) 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、往返及再經過「該地段」或其任何部分，以視察、鋪設、維修、保養及翻新經過或通過「渠務專用範圍」或其下面的任何或所有排水渠、污水渠、排水設施及所有其他服務，以及進行政府、渠務署署長、其人員、承辦商及工人可能要求或授權的任何需要進行的工程，以視察、鋪設、維修、保養及翻新任何或上述所有排水渠、污水渠、排水設施及所有其他服務(下稱「公用設施」)。
- (d) 倘若因為行使「該租契」條款第3.28(c)條下授予的權利而需要拆卸或清除「渠務專用範圍構築物」或其任何部分，「承租人」須應渠務署署長的要求，於渠務署署長施加的時限內，由「承租人」自費以在所有方面使渠務署署長滿意的方式進行所需的拆卸或清除工程。倘若「承租人」忽略或未能於渠務署署長要求的時限內完成上述的拆卸或清除工程，渠務署署長可立即執行和進行拆卸或清除工程，「承租人」須按渠務署署長要求即時向渠務署署長償還因此產生的費用。除非事先獲得渠務署署長的書面同意，所有「渠務專用範圍構築物」均不得修復，且不得於「渠務專用範圍構築物」之內豎立或興建新的構築物替代「渠務專用範圍構築物」或其任何一項或其任何部分。但倘若渠務署署長書面同意：
- (i) 修復或建築或興建新的構築物，以代替「渠務專用範圍構築物」，該修復及興建或豎立工程由「承租人」出資負責；以及
- (ii) 豎立或興建新的構築物，以代替「渠務專用範圍構築物」，每項新豎立或興建的替代構築物(就「該租契」條款第3.28條而言)須被視為其中一項「渠務專用範圍構築物」。
- (e) 政府、渠務署署長、其人員、承辦商及工人毋須對其行使「該租契」條款第3.28(b)條、第3.28(c)條及第3.28(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「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。

15 「該租契」條款第3.29條訂明：

- (a) 「承租人」確認截至「該租契」日期當日，「該地段」已安裝或豎立：
- (i) 如「平面圖」所示並標記為“BD5019”、“BD5021”及“BD5024”的三個現有燈柱及相關電纜和管道；以及
- (ii) 如平面圖所示並標記的兩個現有交通標誌牌柱(上述燈柱和交通標誌牌柱統稱為「現有構築物」)。
- (b) 「承租人」不得拆除、移除或對任何「現有構築物」進行任何改動，並不得作出或允許作出任何可能損害或影響「現有構築物」運行或使用的行為。

- (c) There is reserved unto the Government and the Director of Drainage Services, its or their duly authorized officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles the right of unrestricted free ingress, egress and regress at all times to and from the Lot or any part thereof for the purposes of inspecting, laying, repairing, maintaining and renewing any or all drains, sewers, drainage facilities and all other services running across, through or under the Drainage Reserve Area and carrying out any other works necessary for the purposes of inspecting, laying, repairing, maintaining and renewing any and all of the said drains, sewers, drainage facilities and all other services (hereinafter referred to as “the Utilities”) which the Government, the Director of Drainage Services, its or their officers, contractors and workmen may require or authorize.
- (d) In the event that the demolition or removal of the DRA Structures or any part thereof is necessary for the purpose of exercising the rights conferred under Clause No. 3.28(c) of the said lease, the Lessee shall at its own expense if so required by the Director of Drainage Services carry out within such time limit as may be imposed by the Director of Drainage Services and in all respects to his satisfaction such demolition or removal works. If the Lessee neglects or fails to carry out the aforesaid demolition or removal works within such time as required by the Director of Drainage Services, the Director of Drainage Services may forthwith execute and carry out the demolition or removal works and the Lessee shall on demand pay to the Director of Drainage Services the cost thereof. Except with the prior written consent of the Director of Drainage Services, none of the DRA Structures may be reinstated or a new structure or structures erected or constructed within the Drainage Reserve Area in substitution for the DRA Structures or any of them or any part of them but in the event of the Director of Drainage Services consenting in writing to
- (i) reinstatement or construction or erection of a new structure or structures in substitution, the reinstatement and construction or erection shall be at the expense of the Lessee; and
- (ii) a new structure or structures being erected or constructed in substitution, each substitute once erected or constructed shall (for the purpose of Clause No. 3.28 of the said lease) be deemed to be one of the DRA Structures.
- (e) The Government, the Director of Drainage Services, its or their officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by it or them of the rights conferred under Clauses Nos. 3.28(b), 3.28(c) and 3.28(d) 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.

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

- (a) The Lessee acknowledges that as at the date of the said lease, there are:
- (i) three existing lamp posts as shown and marked “BD5019”, “BD5021” and “BD5024” on the Plan and the associated cables and pipes; and
- (ii) two existing traffic sign posts as shown and marked on the Plan installed or erected on the Lot (the lamp posts and traffic sign posts as aforesaid are hereinafter collectively referred to as “the Existing Structures”).
- (b) The Lessee shall not demolish, remove or make any alteration to any of the Existing Structures and shall not do or permit anything to be done which may damage or affect the operation or use of the Existing Structures.

- (c) 政府、「署長」及其正式授權人員、承辦商、獲許可人、工人及其他獲「署長」授權的人士，不論是否備有工具、設備、機械、機器或汽車，均獲權利不受限制自由隨時進出、往返及再經過「該地段」或其任何部分，以視察、保養、維修、翻新、移除、拆除及替換「現有構築物」或其任何部分。
- (d) 政府、「署長」及其正式授權人員、承辦商、獲許可人、工人及其他獲「署長」授權的人士毋須因行使「該租契」條款第3.29(c)條所賦予不受限制進出、往返及再經過「該地段」的權利所產生(不論是直接或間接引致的)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(不論任何及如何引致)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(不論任何及如何引致)向政府提出索償。「承租人」須就「現有構築物」的存在或損壞而所導致(不論是直接或間接導致的)或與之相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府、「署長」及其正式授權人員、承辦商、獲許可人、工人及其他獲「署長」授權的人士作出彌償，並使政府、「署長」及其正式授權人員、承辦商、獲許可人、工人及其他獲「署長」授權的人士持續得到彌償。

16 「該租契」條款第4.2條訂明：

「承租人」現就任何違反「該租契」的條款和契諾所引致(不論是直接或間接引致的)或與之相關的或任何「署長」認為(其意見為最終決定並對「承租人」具約束力)因「該地段」的使用、「該地段」或其任何部分的建設或重建、在「該地段」進行的任何活動或「承租人」在「該地段」進行的任何其他工程(不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾)而對「該地段」相鄰或毗連土地或「該地段」造成的任何損壞或土壤和地下水污染所引致的一切責任、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，並須使政府持續得到彌償。

17 「該租契」條款第4.3條訂明：

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

18 「該租契」條款第4.4條訂明：

除非獲「署長」事先書面同意，「承租人」不得削去、移走或後移任何相鄰或毗連「該地段」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「該地段」的延伸。

- (c) The Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purposes of inspecting, maintaining, repairing, renewing, removing, demolishing and replacing the Existing Structures or any part or parts thereof.
- (d) The Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director shall have no liability and no claim whatsoever shall be made against the Government by the Lessee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether directly or indirectly arising out of or incidental to the exercise by the Government or its authorized persons of the right of unrestricted ingress, egress and regress conferred under Clause No. 3.29(c) of the said lease. The Lessee shall indemnify and keep indemnified the Government, the Director and his duly authorized officers, contractors, licensees, his or their workmen and any other persons authorized by the Director from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence or damage of the Existing Structures.

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

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

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

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

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

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

19 「該租契」條款第4.5條訂明：

- (a) 如果任何土地存在或已經被削去、移走或後移或補強或填土或進行任何類型的斜坡護土工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其中任何部分或「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「該地段」和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」內自費維持上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於修繕妥當的狀態，並使署長滿意。
- (b) 「該租契」條款第4.5(a)條的規定並沒有影響政府該等條件下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連政府土地或出租土地，「承租人」須自費進行修復或彌補，使「署長」滿意，並須就上述塌方、山泥傾瀉或地陷而導致(不論是直接或間接導致的)或與上述塌方、山泥傾瀉或地陷相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)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、修建和保養上述土地、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。

20 「該租契」條款第4.6條訂明：

未經「署長」的事先書面同意，不得在「該地段」使用碎石設備。

21 「該租契」條款第4.7條訂明：

如果在發展或重建「該地段」或其中任何部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」須按時償還給政府該等工程的費用。

19 Clause No. 4.5 of the said lease stipulates that:

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

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

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

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

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

22 「該租契」條款第4.8條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他範圍的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢物」)被侵蝕、沖刷或傾倒至公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府物業(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(不論是直接或間接引致的)或與上述的侵蝕、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)對政府作出彌償，並使政府持續得到彌償。
- (b) 儘管「該租契」條款第4.8(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。

23 「該租契」條款第4.9條訂明：

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

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

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

23 Clause No. 4.9 of the said lease stipulates that:

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

24 「該租契」條款第4.10條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上渠務署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「該地段」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠，以令渠務署署長滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致(不論是直接或間接導致的)或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)自行負責並向政府作出彌償，並使政府及其人員持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由渠務署署長進行，但渠務署署長毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使渠務署署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「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。

25 「該租契」條款第5.3條訂明：

- (a) 「該租契」為政府、「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士以該身份授權的人士保留權利不時及在所有時間往返、沿經、跨越、路經及途經「平面圖」上以粉紅加紅斜線及粉紅加紅斜線加黑斑點顯示之部分(下稱「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」)或其他在「署長」准予「該地段」內一個或多個層面上的一個或多個區域，以供緊急車輛、垃圾收集車及根據「《道路交通條例》」獲發牌且屬於「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士授權的人士的汽車進出「清河邨」以在「清河邨」內作裝卸用途。
- (b) 儘管「該租契」條款第5.3(a)條有所規定，「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士授權的人士均無往返、沿經、跨越、路經及途經「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」或其任何部分的獨有權。
- (c) 「承租人」須以令「署長」滿意的方式維持、管理、保養及維修「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」以及構成其一部分或與之相關的一切。

24 Clause No. 4.10 of the said lease stipulates that:

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

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

- (a) There is reserved unto the Government, the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them in that behalf from time to time and at all times the right to pass and repass on, along, over, by and through the area shown coloured pink hatched red and pink hatched red stippled black on the Plan (hereinafter referred to as "the Pink Hatched Red and Pink Hatched Red Stippled Black Area") or such other area or areas of the Lot at such level or levels, as may be approved by the Director so as to give vehicular access for emergency vehicles, refuse collection vehicles and motor vehicles licenced under the Road Traffic Ordinance and belonging to the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them to and from Ching Ho Estate for the purpose of loading and unloading within Ching Ho Estate.
- (b) Notwithstanding anything contained in Clause No. 5.3(a) of the said lease, the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them in that behalf shall not have any exclusive right to pass and repass on, along, over, by and through the Pink Hatched Red and Pink Hatched Red Stippled Black Area or any portion thereof.
- (c) The Lessee shall uphold, manage, maintain and repair the Pink Hatched Red and Pink Hatched Red Stippled Black Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director.

26 「該租契」條款第5.4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「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)以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自由出入、經過和再經過「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.4(a)條所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得任何上述人士正式授權的人行使「該租契」條款第5.4(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

27 「該租契」條款第5.6條訂明：

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

註：請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於觀塘開源道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。

26 Clause No. 5.4 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 Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(a) of the said lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 5.4(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(a) of the said lease, all to be done to the satisfaction of the Director.

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

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

Note: For full details of the above provisions and other provisions in the said lease, please refer to the said lease. Full script of the said lease 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.

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. 「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」

(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5.3條訂明：

- (a) 「該租契」為政府、「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士以該身份授權的人士保留權利不時及在所有時間往返、沿經、跨越、路經及途經粉紅加紅斜線及粉紅加紅斜線加黑斑點部分或其他在「署長」准予「該地段」內一個或多個層面上的一個或多個區域，以供緊急車輛、垃圾收集車及根據《道路交通條例》獲發牌且屬於「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士授權的人士的汽車進出「清河邨」以在「清河邨」內作裝卸用途。
- (b) 儘管「該租契」條款第5.3(a)條有所規定，「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士授權的人士均無往返、沿經、跨越、路經及途經「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」或其任何部分的獨有權。
- (c) 「承租人」須以令「署長」滿意的方式維持、管理、保養及維修「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」以及構成其一部分或與之相關的一切。

(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」第一節第1條，「通行權區域」指粉紅加紅斜線及粉紅加紅斜線加黑斑點部分，該區域於「公契」附帶的平面圖(平面圖的準確性經認可人士核證)以橙色及紅色虛綫邊框標示，僅供識別，及包括其他在「署長」准予「該地段」內一個或多個層面上的一個或多個區域，該等區域須根據「該租契」條款第5.3(a)條，受制於供緊急車輛、垃圾收集車及根據《道路交通條例》、任何根據該條例訂立的規例及任何修訂條例獲發牌且屬於「清河邨」的住客和佔用人及其真正賓客、訪客、傭工、工人及其他獲得任何上述人士授權的人士的汽車進出「清河邨」以在「清河邨」內作裝卸用途的非獨有通行權。

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

1. PINK HATCHED RED AND PINK HATCHED RED STIPPLED BLACK AREA

(i) Relevant Provisions of the Land Grant

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

Clause No. 5.3 of the said lease stipulates that:

- (a) There is reserved unto the Government, the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them in that behalf from time to time and at all times the right to pass and repass on, along, over, by and through the Pink Hatched Red and Pink Hatched Red Stippled Black Area or such other area or areas of the Lot at such level or levels, as may be approved by the Director so as to give vehicular access for emergency vehicles, refuse collection vehicles and motor vehicles licenced under the Road Traffic Ordinance and belonging to the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them to and from Ching Ho Estate for the purpose of loading and unloading within Ching Ho Estate.
- (b) Notwithstanding anything contained in Clause No. 5.3(a) of the said lease, the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them in that behalf shall not have any exclusive right to pass and repass on, along, over, by and through the Pink Hatched Red and Pink Hatched Red Stippled Black Area or any portion thereof.
- (c) The Lessee shall uphold, manage, maintain and repair the Pink Hatched Red and Pink Hatched Red Stippled Black Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director.

(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 1 of Section I of the DMC, "ROW Area" shall mean the Pink Hatched Red and Pink Hatched Red Stippled Black Area which said area, for the purpose of identification only, is shown coloured **ORANGE** and **EDGED PECKED RED** on the SITE LAYOUT PLAN annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person, and which expression shall be construed to mean and include such other area or areas of the said land at such level or levels, as may be approved by the Director of Lands over which a non-exclusive right of access shall be granted for emergency vehicles, refuse collection vehicles and motor vehicles licenced under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents and occupiers of Ching Ho Estate and their bona fide guests visitors servants workmen and other persons authorized by them to and from Ching Ho Estate for the purpose of loading and unloading within Ching Ho Estate in accordance with Clause 5.3(a) of the said lease.

- ii. 根據「公契」第四節第18(a)條，「經理人」有權力、職能和責任按「該租契」條款第5.3(c)條以令地政總署署長滿意的方式，維持、管理、保養及維修「通行權區域」以及構成其一部分或與之相關的一切。
- iii. 根據「公契」第七節第51(a)條，由「經理人」準備的周年財政預算的第一部分應包括「業主」根據「地役權授予契據」須支付的所有金額。
- iv. 根據「公契」第十一節第95條，「業主」擁有每一個不分割份數及擁有、使用、佔用及享用「屋苑」任何部分的單獨及獨有權利須受制及得益於「地役權授予契據」。

2. 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4.10條訂明：

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

- ii. Pursuant to Clause 18(a) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, manage, maintain and repair the ROW Area and everything forming a portion of or pertaining to it to the satisfaction of the Director of Lands in accordance with Clause No. 5.3(c) of the said lease.
- iii. Pursuant to Clause 51(a) of Section VII of the DMC, the first part of the annual budget prepared by the Manager shall cover all amounts payable by the Owners under the Deed of Grant of Easement.
- iv. Pursuant to Clause 95 of Section XI of the DMC, each of the Undivided Shares and the sole and exclusive right and privilege to hold use occupy and enjoy any part of the Estate shall be held by the Owner thereof subject to and with the benefit of the Deed of Grant of Easement.

2. 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. 4.10 of the said lease stipulates that:

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

(ii) 「公契」的有關係文

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(j)(1)條及第18(j)(2)條，「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。
- ii. 根據「公契」第四節第18(r)條，「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、「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、排水渠和在「該土地」及任何毗鄰或毗連政府土地或出租土地(如適用)的其他附屬及工程及構築物，及(如適用)達至地政總署署長、渠務署署長或其他政府部門(視情況而定)滿意。
- iii. 根據「公契」第四節第18(ba)條，「經理人」有權力、職能和責任以令渠務署署長滿意的方式，根據「該租契」條款第4.10(a)條建造和保養須用以截斷與引導所有落在或流經「該地段」的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠的排水渠及渠道。
- iv. 根據「公契」第四節第18(bb)條，「經理人」有權力、職能和責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.4(c)條所指的全部或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
- v. 根據「公契」第七節第51(b)(1)(iv)條，由「經理人」準備的周年財政預算的第二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「房委會房舍」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「房委會房舍」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(b)(1)(xix)條，由「經理人」準備的周年財政預算的第二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

(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 Clauses 18(j)(1) and 18(j)(2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
 - (1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in, under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate;
 - (2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.
- ii. Pursuant to Clause 18(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be) all the said land, the Open Space, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- iii. Pursuant to Clause 18(ba) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the said land to the satisfaction of the Director of Drainage Services in accordance with Clause 4.10(a) of the said lease.
- iv. Pursuant to Clause 18(bb) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(c) of the said lease to the satisfaction of the Director of Lands.
- v. Pursuant to Clause 51(b)(1)(iv) of Section VII of the DMC, the first section of the second 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 Block 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 Block or the HA Accommodation), or that are required to be maintained under the said lease.
- vi. Pursuant to Clause 51(b)(1)(xix) of Section VII of the DMC, the first section of the second part of the annual budget prepared by the Manager shall cover the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls (excluding those forming part of

擁有的道路、巷道、行人道、渠道、籬笆及公用牆(構成「住宅單位」之部分除外)、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。

B 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 「粉紅加紅斜線及粉紅加紅斜線加黑斑點部分」

(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

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」。

i. 請參閱上文第A2(i)段。

ii. 「該租契」條款第5.4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「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)以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自由出入、經過和再經過「該地段」或其任何部分，以視察、保養、維修及翻新「該租契」條款第5.4(a)條所指通過或經過「該地段」或其上面或下面或其任何部分的雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)，以便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府毋須對「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

the Residential Unit(s)), cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto.

B Any Facilities that are Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

1. PINK HATCHED RED AND PINK HATCHED RED STIPPLED BLACK AREA

(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

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.

i. Please see paragraph A2(i) above.

ii. Clause No. 5.4 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 Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(a) of the said lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or

「該租契」條款第5.4(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。

- (c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.4(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

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. 請參閱上文第A2(ii)段。

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

不適用

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

不適用

licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under Clause No. 5.4(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.4(a) of the said lease, all to be done to the satisfaction of the Director.

(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. Please see paragraph A2(ii) above.

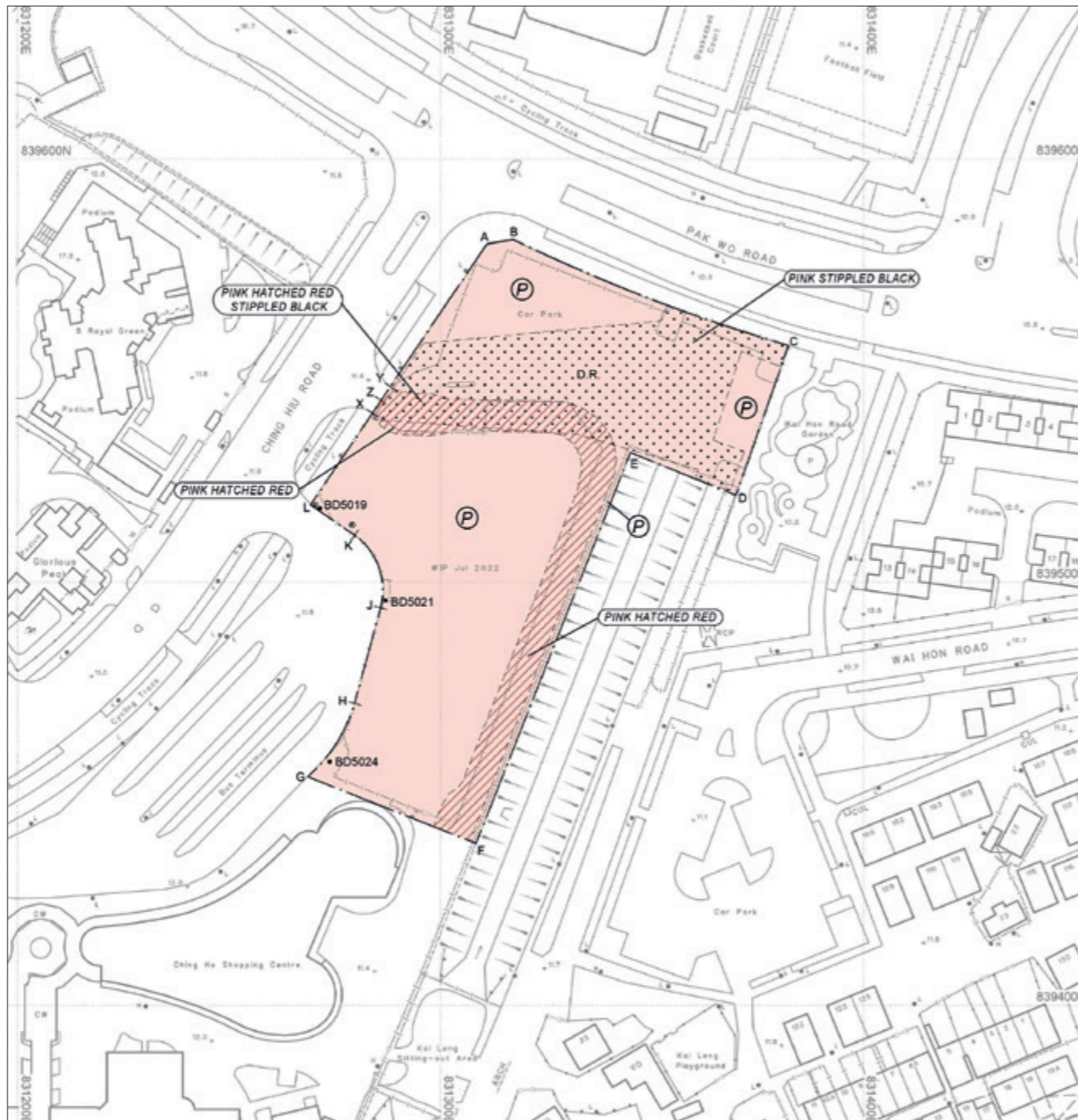
C Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

Not applicable


D Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)

Not applicable

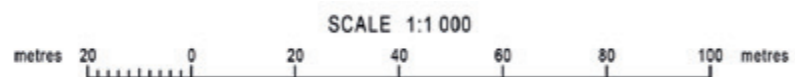
清濤苑之「該租契」之附圖 (摘錄)
Extract of Plan Annexed to the said Lease of Ching Tao Court



圖例 NOTATION

| | |
|---|---|
|  | 粉紅加黑斑點 PINK STIPPLED BLACK |
|  | 粉紅加紅斜線 PINK HATCHED RED |
|  | 粉紅加紅斜線加黑斑點 PINK HATCHED RED STIPPLED BLACK |
| D. R. | 渠務專用範圍 DRAINAGE RESERVE |
|  | 交通標誌牌柱 TRAFFIC SIGN POST |
| • BD5019 BD5021 BD5024 | 燈柱 LAMP POST |

COLOURED PINK, PINK STIPPLED BLACK, PINK HATCHED RED AND PINK HATCHED RED STIPPLED BLACK AREA 7 793 SQUARE METRES (ABOUT)



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:

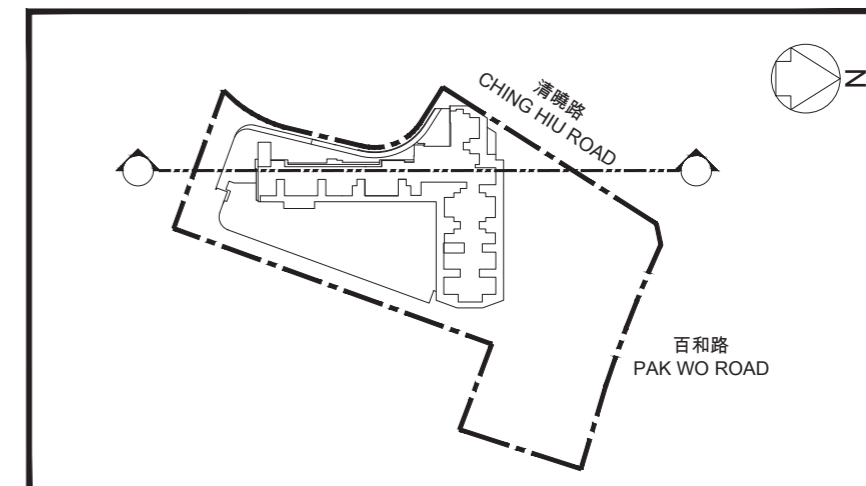
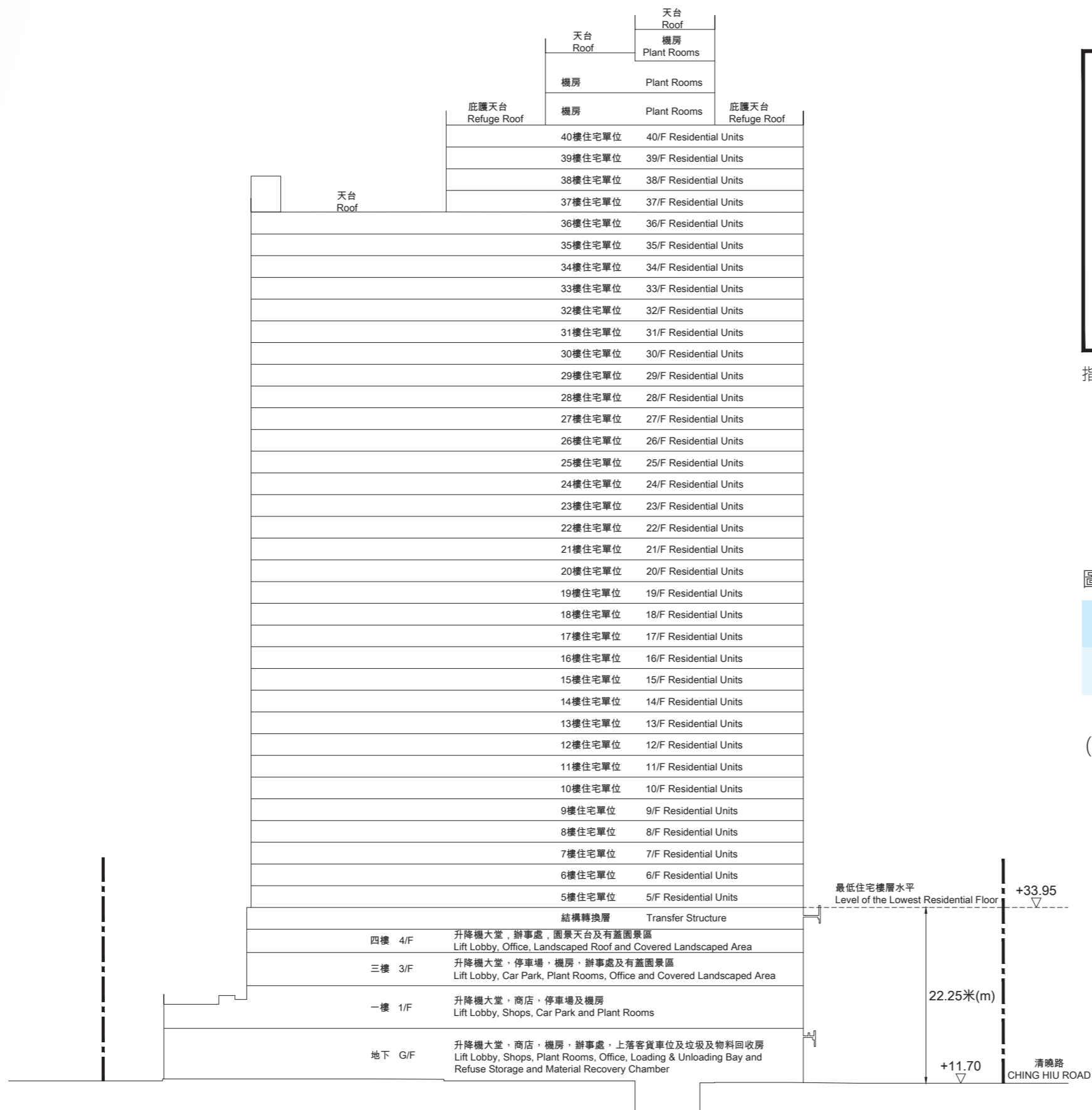
- appoint a separate firm of solicitors of their choice to act for them in relation to the transaction;
- or
- appoint the HA's solicitors to act for them in relation to the transaction.

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.

發展項目中的建築物的橫截面圖

Cross-section Plan of Building in the Development



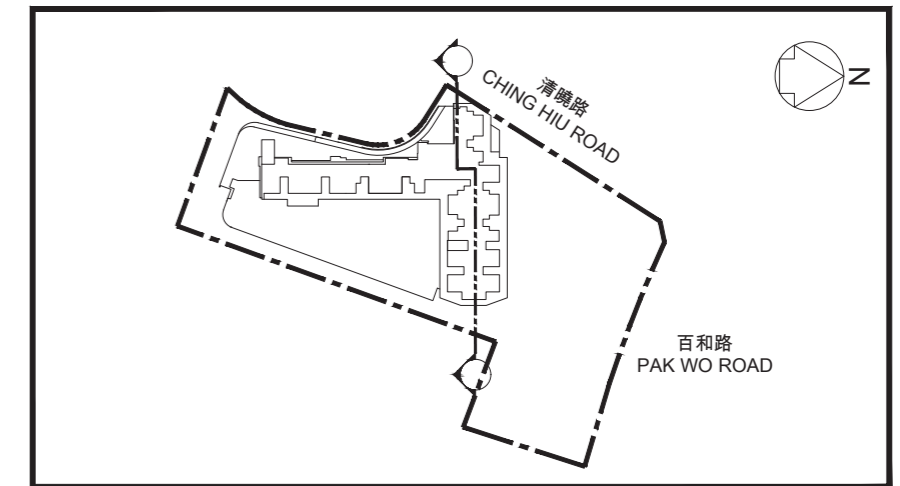
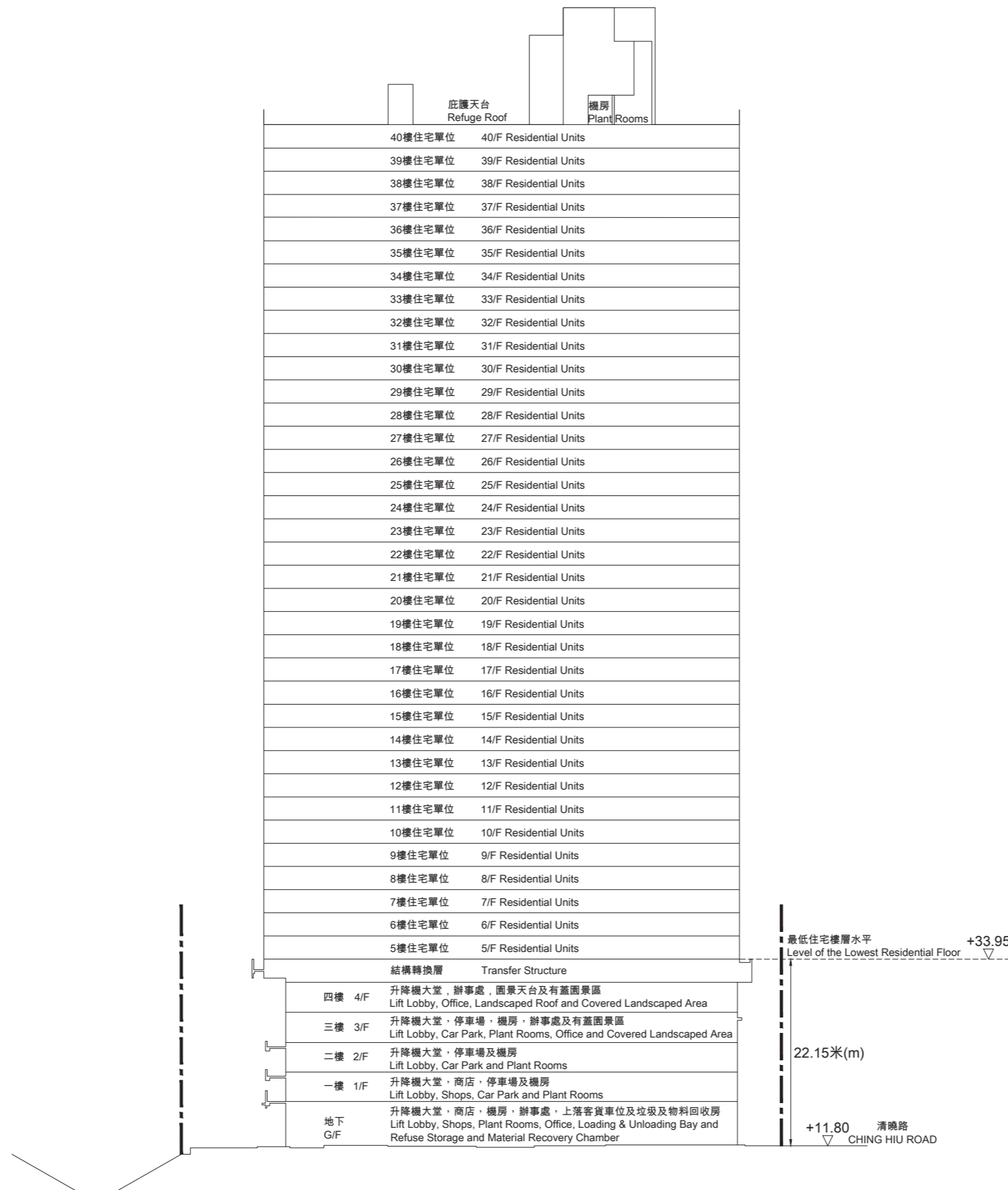
指示圖 KEY PLAN

圖例 NOTATION

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

- (1) 毗連建築物的一段清曉路為香港主水平基準以上11.70米。
The part of Ching Hiu Road adjacent to the building is 11.70 metres above the Hong Kong Principal Datum.

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

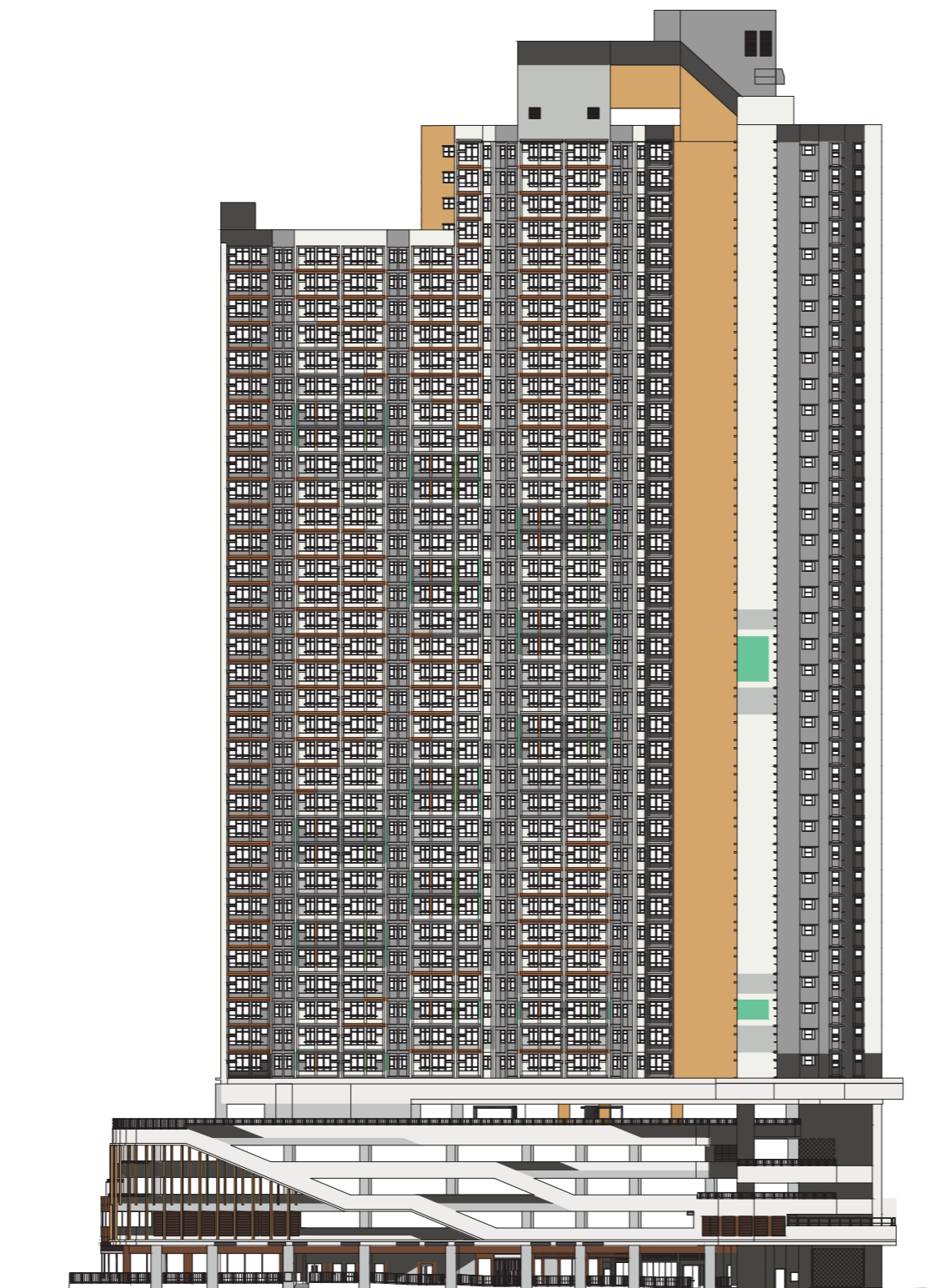


指示圖 KEY PLAN

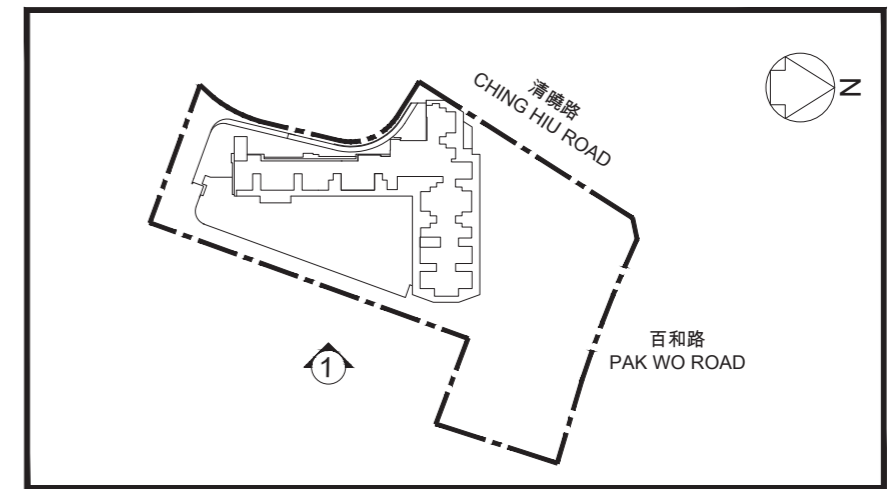
圖例 NOTATION

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

- (1) 毗連建築物的一段清曉路為香港主水平基準以上11.80米。
The part of Ching Hiu Road adjacent to the building is 11.80 metres above the Hong Kong Principal Datum.



東面立面圖“1”
East Elevation Plan “1”



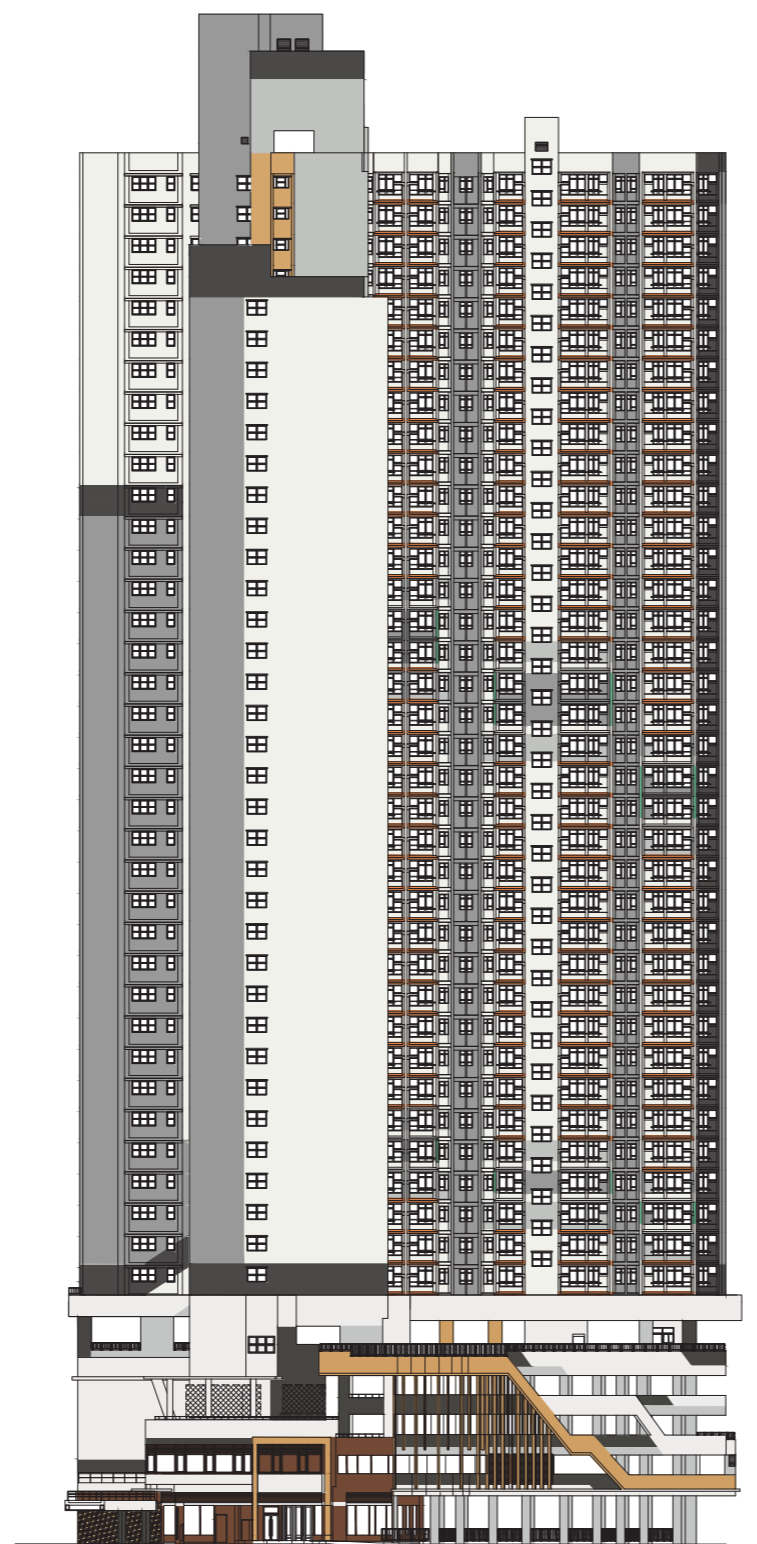
指示圖 KEY PLAN

本圖所顯示的立面：

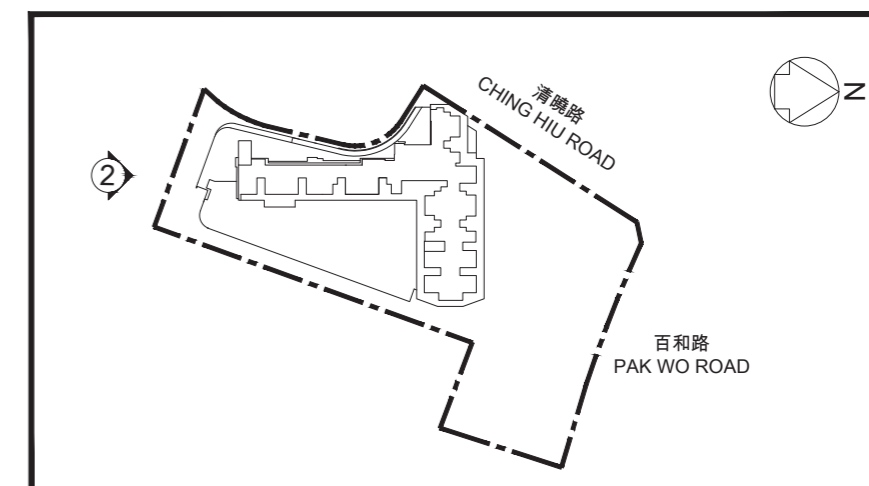
1. 以2022年12月1日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 1 December 2022; and
2. is in general accordance with the outward appearance of the Development.



南面立面圖“2”
South Elevation Plan “2”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2022年12月1日的該項目的經批准的建築圖則為基礎擬備及
2. 大致上與該項目的外觀一致

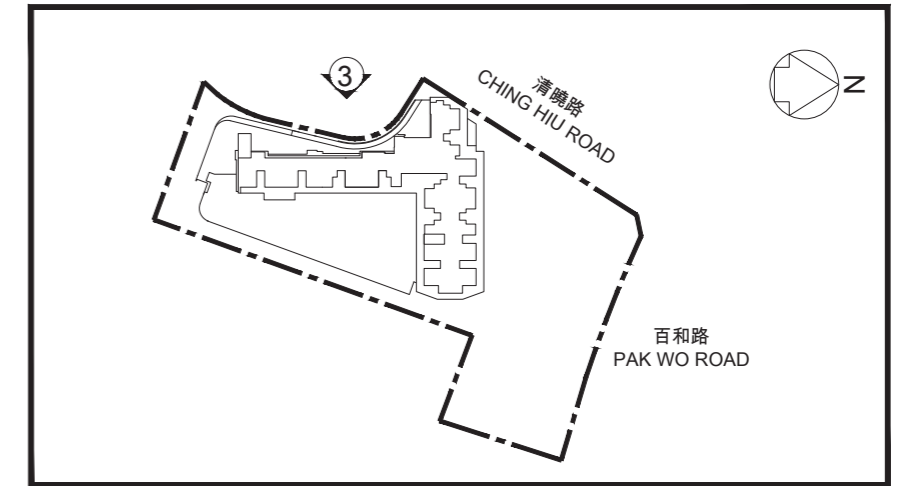
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 1 December 2022; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



西面立面圖“3”
West Elevation Plan “3”



指示圖 KEY PLAN

本圖所顯示的立面：

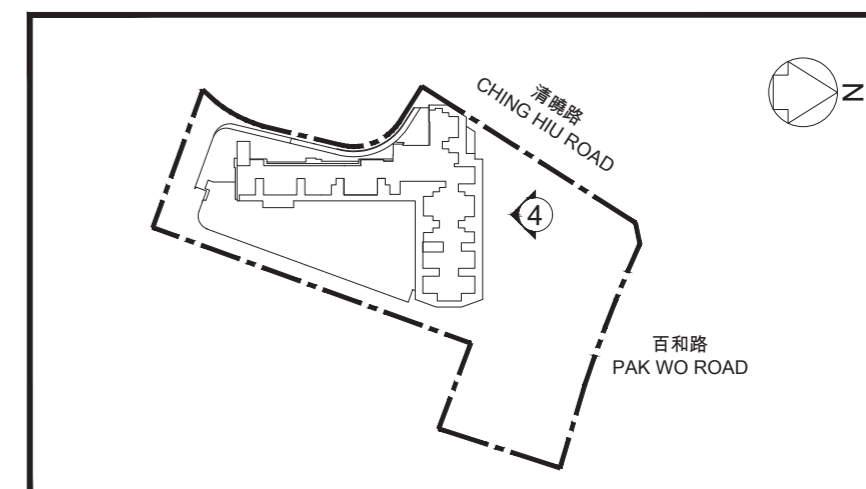
1. 以2022年12月1日的該項目的經批准的建築圖則為基礎擬備；
及
2. 大致上與該項目的外觀一致

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 1 December 2022; and
2. is in general accordance with the outward appearance of the Development.



北面立面圖“4”
North Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2022年12月1日的該項目的經批准的建築圖則為基礎擬備及
2. 大致上與該項目的外觀一致

The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 1 December 2022; and
2. is in general accordance with the outward appearance of the Development.

| | | 有上蓋遮蓋 Covered | 無上蓋遮蓋 Uncovered | 總面積 Total Area |
|--|---------------|-----------------------|-----------------------|-----------------------|
| 住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use) | 平方米 sq.m. | 不適用 Not applicable | 不適用 Not applicable | 不適用 Not applicable |
| | 平方呎 sq.ft. | 不適用 Not applicable | 不適用 Not applicable | 不適用 Not applicable |
| 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) | 平方米 sq.m. | 不適用 Not applicable | 不適用 Not applicable | 不適用 Not applicable |
| | 平方呎 sq.ft. | 不適用 Not applicable | 不適用 Not applicable | 不適用 Not applicable |
| 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂區或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) | 平方米 sq.m. | 1,143.041 | 1,633.800 | 2,776.841 |
| | 平方呎 sq.ft. | 12,304 | 17,586 | 29,890 |

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

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

22

閱覽圖則及公契

Inspection of Plans and Deed of Mutual Covenant

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
- 2 清濤苑的公契在將住宅物業提供出售的日期的最新擬稿的文本存放在住宅物業的售樓處於開放時間內以供閱覽。
- 3 無須為閱覽付費。

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

1 外部裝修物料 EXTERIOR FINISHES

| | | | |
|---|--|---|--|
| a | 外牆 External wall | 髹上外牆漆。地下大堂外牆局部鋪砌牆磚。 | Finished with external paint. Some finished with wall tiles at G/F Domestic Lobby. |
| b | 窗 Windows | <p>客/飯廳選用鋁質窗框配清玻璃及鋁質窗框配清玻璃和強化清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>廚房選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>浴室選用鋁質窗框配壓花清玻璃，若玻璃片的任何一部分距離地板低於1.5米，該玻璃片則採用強化壓花清玻璃。</p> <p>部分單位設有減音窗及/或固定窗。</p> <p>減音窗由一層鋁質並設有上鎖裝置的趟窗框配強化清玻璃、一層鋁質窗框及可以用四角匙開啟的固定窗框配清玻璃及強化清玻璃組成。</p> <p>固定窗選用鋁質窗框配清玻璃，可以用四角匙開啟。</p> <p>有關裝設有減音窗及/或固定窗之單位及窗戶位置，請參閱「參考圖」。</p> | <p>Aluminium window frame fitted with clear float glass and aluminium window frame fitted with clear float glass and tempered clear float glass for living/dining room. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.5m above floor level, tempered clear patterned glass is used for such glass panel.</p> <p>Acoustic windows and/or fixed window are installed in some of the flats.</p> <p>Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass with locking device and a layer of aluminium window frame and fixed window frame openable with allen key fitted with clear float glass and tempered clear float glass.</p> <p>Fixed windows comprise of aluminium window frame fitted with clear float glass openable with allen key.</p> <p>For flats installed with acoustic windows and/or fixed windows and location of such windows, please refer to the "Reference Plan".</p> |
| c | 窗台 Bay window | 不適用 | Not applicable |
| d | 花槽 Planter | 不適用 | Not applicable |
| e | 陽台或露台 Verandah or balcony | 不適用 | Not applicable |
| f | 乾衣設施 Drying facilities for clothing | 客/飯廳部分窗外設有鋁質晾衣架。 | Aluminium drying racks are fitted outside some of the windows of the living/dining room. |

2 室內裝修物料 INTERIOR FINISHES

| | | | |
|---|-------------|---|---|
| a | 大堂 Lobby | <p>地下主入口大堂及四樓大堂： 牆壁以瓷磚鋪砌。地板及牆腳線以過底磚鋪砌。天花板髹上乳膠漆。部分天花板設有鋁質天花。</p> <p>一樓至三樓大堂： 牆壁髹上外牆漆。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p> <p>標準樓層升降機大堂： 牆壁髹上外牆漆。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p> | <p>G/F & 4/F Domestic Lift Lobby: Walls are finished with ceramic tiles. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with emulsion paint and some areas fitted with aluminium baffle ceiling.</p> <p>1/F to 3/F Domestic Lift Lobby: Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p> <p>Typical Floor Lobby: Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p> |
|---|-------------|---|---|

2 室內裝修物料 INTERIOR FINISHES

| | | | |
|---|-------------------------------------|--|--|
| b | 內牆及天花板 Internal wall and ceiling | 客/飯廳的牆壁及天花板髹上乳膠漆。 | Walls and ceiling of living/dining room are finished with emulsion paint. |
| c | 內部地板 Internal floor | 客/飯廳的地板為混凝土搗平地台。所有單位並未設有牆腳線。 | Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats. |
| d | 浴室 Bathroom | 牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。 | Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. |
| e | 廚房 Kitchen | 牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。灶台面為人造樹脂。 | Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface. |

3 室內裝置 INTERIOR FITTINGS

| | | | |
|---|----------------|--|--|
| a | 門 Doors | <p>單位大門： 單位大門選用漆面實心木門配五金配件及防盜眼，並提供粉末塗料鐵閘配門鎖及門把手。</p> <p>浴室門： 浴室門選用空心木門(一面漆面，一面膠板面)配五金配件。</p> <p>廚房門： 廚房門選用漆面實心木門配防火玻璃及五金配件。</p> | <p>Flat entrance door: Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. A metal gate finished with powder coating and fitted with lockset and handle is also provided.</p> <p>Bathroom door: Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries.</p> <p>Kitchen door: Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.</p> |
| b | 浴室 Bathroom | 裝置及設備包括搪瓷洗手盆、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣棍、以過底磚及人造麻石磚鋪砌的淋浴間、鍍鉻黃銅混合式花灑水龍頭及花灑套裝、浴簾棍及玻璃纖維強化塑膠扶手。冷熱水供水系統採用銅喉管。 | Fittings and equipment include vitreous china basin, vitreous china water closet and cistern, vitreous china toilet paper holder, chromium plated brass basin mixer, wall-mounted mirror, clothing drying rod, shower area finished with homogeneous tiles and artificial granite tiles, chromium plated brass shower mixer with shower set, curtain rail and glass reinforced plastic grab bar. Copper pipes are used for cold and hot water supply system. |
| c | 廚房 Kitchen | 廚房設有不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。冷熱水供水系統採用銅喉管。 | Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench with polymer resin surface. Copper pipes are used for cold and hot water supply system. |

| 3 室內裝置 INTERIOR FITTINGS | | | |
|--------------------------|--|---|---|
| d | 睡房 Bedroom | 不適用 | Not applicable |
| e | 電話 Telephone | 客/飯廳設有一個電話插座。 | One telephone outlet is provided in the living/dining room. |
| f | 天線 Aerials | 客/飯廳設有電視/調頻收音機插座接收本地電視及電台節目，空間預留給電訊及廣播服務及空間預留給買方自行安裝電視/調頻收音機插座。有關插座及空間預留的數目，請參閱「住宅物業機電裝置數量說明表」。 | TV/FM outlets for local TV and FM radio programmes, reserved spaces for telecommunications and broadcasting services and reserved space for installation of TV/FM outlet by purchasers are provided in the living/dining room. For number of outlets and reserved spaces, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties". |
| g | 電力裝置 Electrical installations | 各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。 | Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties". |
| h | 氣體供應 Gas supply | 煤氣供應接駁點設於廚房。 廚房/浴室已預留即熱式氣體熱水爐安裝位置及相關隱藏式電線導管。有關熱水爐預留空間的位置，請參閱「住宅物業機電裝置數量說明表」。(買方須自行聘請合資格人員安裝氣體熱水爐) | Town gas supply connection point is provided in the kitchen. Reserved space for "Instantaneous Gas" water heater and relevant concealed conduit for power are provided in the kitchen/bathroom. For location of the reserved space for water heater, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties". (Purchasers are required to employ a qualified person for installation of the town gas water heater.) |
| i | 洗衣機接駁點 Washing machine connection point | 各單位廚房設有洗衣機來水及去水接駁點。 | Water supply and drainage connection points for washing machine are provided in the kitchen of each flat. |
| j | 供水 Water supply | 冷熱水供水系統採用銅喉管。所有水管均為外露。 | Copper pipes are used for cold and hot water supply system. All water pipes are exposed. |
| 4 雜項 MISCELLANEOUS | | | |
| a | 升降機 Lift | <p>五部「蒂升電梯」牌客用升降機服務住宅大樓</p> <ul style="list-style-type: none"> • 兩部客用升降機服務地下、3樓至19樓 • 三部客用升降機服務地下、3樓至4樓、20樓至40樓 | <p>Five "TK Elevator" passenger lifts serving Domestic Block</p> <ul style="list-style-type: none"> • 2 passenger lifts serving G/F, 3/F to 19/F • 3 passenger lifts serving G/F, 3/F to 4/F, 20/F to 40/F |
| b | 信箱 Letter box | 地下主入口大堂設有每戶專用的不銹鋼信箱。 | Stainless steel letter box is provided for each flat at ground floor lobby. |

| 4 雜項 MISCELLANEOUS | | | |
|----------------------------|---|--|---|
| c | 垃圾收集 Refuse collection | 5樓至40樓公用地方設有垃圾及物料回收室和垃圾槽，並於地下的公用地方設有垃圾及物料回收房及垃圾收集站中央處理垃圾。垃圾車會於垃圾收集站收集垃圾。 | Refuse storage and material recovery room with refuse chute is provided in the common area of 5/F to 40/F. Refuse storage and material recovery chambers and refuse collection point are provided in the common area on ground floor for centralised processing of refuse. Refuse will be collected by refuse collection vehicles in refuse collection point. |
| d | 水錶、電錶及氣體錶 Water meter, electricity meter and gas meter | 各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。 | Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make individual application for installation of town gas meter). |
| 5 保安設施 SECURITY FACILITIES | | | |
| | | 設有閉路電視監察系統監控升降機內、各地下入口、各頂層出口及外圍範圍狀況。閉路電視監控設備設於各住宅樓宇地下保安護衛員櫃位內。 | Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of each residential building. |
| 6 設備 APPLIANCES | | | |
| | | 不適用 | Not applicable |

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

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

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

| | | | 樓層 Floor | | 5樓至36樓 5/F to 36/F | | | | | | | | | | | | | | | | | | | | | |
|----------------------------|---------------------|---|----------|---|--------------------|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
| | | | 單位 Flat | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 客/飯廳 Living/Dining Room | 燈掣 | Lighting Switch | | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 2 | 3 | 3 | 2 | 3 | 3 | 3 | 3 | |
| | 雙極開關掣 | Double Pole Switch | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 | 2 | 2 | 2 | 2 | |
| | 天花燈咀 | Ceiling Lamp Holder | | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 2 | 3 | 3 | 2 | 3 | 3 | 3 | 3 | |
| | 13安培雙頭插座 | 13A Twin Socket Outlet | | 5 | 5 | 5 | 8 | 5 | 5 | 5 | 8 | 11 | 11 | 8 | 5 | 5 | 5 | 5 | 8 | 8 | 5 | 8 | 8 | 8 | 8 | |
| | 電話插座 | Telephone Outlet | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 電視/調頻收音機插座 | TV/FM Outlet | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 接駁器(註1) | Connection Unit (Note 1) | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 | 2 | 2 | 2 | 2 | 2 |
| | 空間預留給電訊及廣播服務(註2) | Reserved Space for Telecommunication and Broadcasting Services (Note 2) | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | 空間預留給電視/調頻收音機插座(註3) | Reserved Space for TV/FM Outlet (Note 3) | | - | - | - | 1 | - | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | 1 | - | 1 | 1 | 1 | 1 | |
| | 門鈴 | Door Bell | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 門鈴按鈕 | Door Bell Push Button | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 大門電話對講機 | Doorphone Handset | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 用戶總掣連配電箱 | Consumer Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| 浴室 Bathroom | 燈掣 | Lighting Switch | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 雙極開關掣 | Double Pole Switch | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | 抽氣扇開關掣 | Switch for Exhaust Fan | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 天花燈咀 | Ceiling Lamp Holder | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 煤氣熱水爐5安培裝有熔斷器的接駁器 | Town Gas Water Heater 5A Fused Connection Unit | | - | - | - | 1 | - | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | 1 | - | 1 | 1 | 1 | 1 | |
| | 接駁器(註4) | Connection Unit (Note 4) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 煤氣熱水爐 | Town Gas Water Heater | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |

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

| | | | 樓層 Floor | | 5樓至36樓 5/F to 36/F | | | | | | | | | | | | | | | | | | | | | |
|---------------|-----------------------|---|----------|---|--------------------|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
| | | | 單位 Flat | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 廚房 Kitchen | 燈掣 | Lighting Switch | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 抽氣扇開關掣 | Switch for Exhaust Fan | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 天花燈咀 | Ceiling Lamp Holder | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 13安培單頭插座 | 13A Single Socket Outlet | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 | 2 | 2 | 2 | 2 | |
| | 13安培雙頭插座 | 13A Twin Socket Outlet | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣熱水爐5安培裝有熔斷器的接駁器 | Town Gas Water Heater 5A Fused Connection Unit | | 1 | 1 | 1 | - | 1 | 1 | 1 | - | - | - | - | 1 | 1 | 1 | 1 | - | - | 1 | - | - | - | - | |
| | 2安培裝有熔斷器的接駁器連開關掣(註5) | 2A Switched Fused Connection Unit (Note 5) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13安培裝有熔斷器的接駁器連開關掣(註6) | 13A Switched Fused Connection Unit (Note 6) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 接駁器(註7) | Connection Unit (Note 7) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣供應接駁點 | Town Gas Supply Connection Point | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 洗衣機來水接駁點 | Water Supply Connection Point for Washing Machine | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 洗衣機去水接駁點 | Drainage Connection Point for Washing Machine | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣熱水爐 | Town Gas Water Heater | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 雙極開關掣 | Double Pole Switch | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。
2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。
3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之一個接駁器供抽氣扇接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之一個接駁器供抽氣扇接駁之用。

Notes:

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

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

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

| | | | 樓層 Floor | | | | | | | | | | | | | | | | | | |
|----------------------------|---------------------|---|----------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|
| | | | 37樓至40樓 37/F to 40/F | | | | | | | | | | | | | | | | | | |
| | | | 單位 Flat | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 客/飯廳 Living/Dining Room | 燈掣 | Lighting Switch | | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 2 | 3 | 3 | 2 |
| | 雙極開關掣 | Double Pole Switch | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 |
| | 天花燈咀 | Ceiling Lamp Holder | | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 2 | 3 | 3 | 2 |
| | 13安培雙頭插座 | 13A Twin Socket Outlet | | 5 | 5 | 5 | 8 | 5 | 5 | 5 | 8 | 11 | 11 | 8 | 5 | 5 | 5 | 5 | 8 | 8 | 5 |
| | 電話插座 | Telephone Outlet | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 電視/調頻收音機插座 | TV/FM Outlet | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 接駁器(註1) | Connection Unit (Note 1) | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 3 | 3 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 |
| | 空間預留給電訊及廣播服務(註2) | Reserved Space for Telecommunication and Broadcasting Services (Note 2) | | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | 空間預留給電視/調頻收音機插座(註3) | Reserved Space for TV/FM Outlet (Note 3) | | - | - | - | 1 | - | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | 1 | - |
| | 門鈴 | Door Bell | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 門鈴按鈕 | Door Bell Push Button | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 大門電話對講機 | Doorphone Handset | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 用戶總掣連配電箱 | Consumer Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| 浴室 Bathroom | 燈掣 | Lighting Switch | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 雙極開關掣 | Double Pole Switch | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | 抽氣扇開關掣 | Switch for Exhaust Fan | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 天花燈咀 | Ceiling Lamp Holder | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 煤氣熱水爐5安培裝有熔斷器的接駁器 | Town Gas Water Heater 5A Fused Connection Unit | | - | - | - | 1 | - | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | 1 | - |
| | 接駁器(註4) | Connection Unit (Note 4) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 煤氣熱水爐 | Town Gas Water Heater | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |

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

| | | | 樓層 Floor | | | | | | | | | | | | | | | | | | | |
|---------------|-----------------------|---|----------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|---|
| | | | 37樓至40樓 37/F to 40/F | | | | | | | | | | | | | | | | | | | |
| | | | 單位 Flat | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| 廚房 Kitchen | 燈掣 | Lighting Switch | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 抽氣扇開關掣 | Switch for Exhaust Fan | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 天花燈咀 | Ceiling Lamp Holder | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13安培單頭插座 | 13A Single Socket Outlet | | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 2 | 2 | 1 | 1 |
| | 13安培雙頭插座 | 13A Twin Socket Outlet | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 2安培裝有熔斷器的接駁器 | 2A Fused Connection Unit | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣熱水爐5安培裝有熔斷器的接駁器 | Town Gas Water Heater 5A Fused Connection Unit | | 1 | 1 | 1 | - | 1 | 1 | 1 | - | - | - | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 |
| | 2安培裝有熔斷器的接駁器連開關掣(註5) | 2A Switched Fused Connection Unit (Note 5) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13安培裝有熔斷器的接駁器連開關掣(註6) | 13A Switched Fused Connection Unit (Note 6) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 接駁器(註7) | Connection Unit (Note 7) | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣供應接駁點 | Town Gas Supply Connection Point | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 洗衣機來水接駁點 | Water Supply Connection Point for Washing Machine | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 洗衣機去水接駁點 | Drainage Connection Point for Washing Machine | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 煤氣熱水爐 | Town Gas Water Heater | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 雙極開關掣 | Double Pole Switch | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。
2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。
3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買方自行安裝有關插座。
4. 安裝於浴室之一個接駁器供抽氣扇接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之一個接駁器供抽氣扇接駁之用。

Notes:

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



24

服務協議

Service Agreements

不適用 Not applicable



25

地稅

Government Rent

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

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



26

買方的雜項付款

Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

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

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

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

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



27 欠妥之處的保養責任期

Defects Liability Warranty Period

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

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



28

斜坡維修

Maintenance of Slopes

不適用 Not applicable



29

批地文件修訂

Modification of Land Grant

不適用 Not applicable



獲寬免總樓面面積的設施分項

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

Breakdown of GFA Concessions Obtained for All Features

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

| | | 面積(平方米) Area (m ²) |
|---|---|--------------------------------|
| 根據《建築物(規劃)規例》(《規劃規例》)第 23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of the Building (Planning) Regulations (B(P)R) | | |
| 1 | 停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus | 2,367.066 |
| 2 | 機房及相類設施 Plant rooms and similar services | |
| 2.1 | 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 Mandatory feature and essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. | 776.190 |
| 2.2 | 所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature and essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. | 2,557.363 |
| 2.3 | 非強制性/非必要機房，例如空調機房、風櫃房等 Non-mandatory/non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc. | 77.342 |
| 根據《建築物(規劃)規例》第 23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of the B(P)R | | |
| 3 | 供人離開或到達旅館時上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle | 不適用 Not Applicable |
| 4 | 旅館的輔助性設施 Supporting facilities for a hotel | 不適用 Not Applicable |
| 根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2 | | |
| 5 | 住宅樓宇露台 Balcony for residential buildings | 不適用 Not Applicable |
| 6 | 加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby | 766.188 |
| 7 | 公用空中花園 Communal sky garden | 不適用 Not Applicable |
| 8 | 非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings | 不適用 Not Applicable |

| | | 面積(平方米) Area (m ²) |
|---|---|--------------------------------|
| 根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2 | | |
| 9 | 隔聲簷 Acoustic fin | 不適用 Not Applicable |
| 10 | 翼牆、捕風器及風斗 Wing wall, wind catcher and funnel | 不適用 Not Applicable |
| 11 | 非結構性預製外牆 Non-structural prefabricated external wall | 712.296 |
| 12 | 工作平台 Utility platform | 不適用 Not Applicable |
| 13 | 隔音屏障 Noise barrier | 不適用 Not Applicable |
| 適意設施 Amenity Features | | |
| 14 | 管理員宿舍、供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office | 49.015 |
| 15 | 住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities | 不適用 Not Applicable |
| 16 | 有上蓋的園景區及遊樂場 Covered landscaped and play area | 946.397 |
| 17 | 橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis | 131.363 |
| 18 | 擴大升降機井道 Larger lift shaft | 312.300 |
| 19 | 煙囪管道 Chimney shaft | 不適用 Not Applicable |
| 20 | 其他非強制性或非必要機房，例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room | 不適用 Not Applicable |
| 21 | 強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room | 337.160 |
| 22 | 非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room | 不適用 Not Applicable |
| 23 | 環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature | 不適用 Not Applicable |
| 24 | 非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development | 不適用 Not Applicable |
| 25 | 非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (prestige entrance) in non-domestic development | 34.018 |

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

| | | 面積(平方米) Area (m ²) |
|---|--|--------------------------------|
| 適意設施 Amenity Features | | |
| 26 | 複式住宅單位及洋房的中空 Void in duplex domestic flat and house | 不適用 Not Applicable |
| 27 | 遮陽篷及反光罩 Sunshade and reflector | 不適用 Not Applicable |
| 28 | 小型伸出物，例如空調機箱、空調機平台、窗台、伸出的窗台 Minor projection such as air-conditioning box, air-conditioning platform, window cill and projecting window | 不適用 Not Applicable |
| 29 | 沒有被包括在《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-19 第3(b)及(c)段內的其他伸出物，如空調機箱及平台 Other projections such as air-conditioning box and platform not covered in paragraph 3(b) and (c) of Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) APP-19 | 不適用 Not Applicable |
| 其他獲豁免的項目 Other Exempted Items | | |
| 30 | 庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden | 不適用 Not Applicable |
| 31 | 大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature | 86.602 |
| 32 | 公共交通總站 Public transport terminus (PTT) | 不適用 Not Applicable |
| 33 | 共用構築物及樓梯 Party structure and common staircase | 不適用 Not Applicable |
| 34 | 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA | 235.051 |
| 35 | 公眾通道 Public passage | 不適用 Not Applicable |
| 36 | 因樓宇後移導致的覆蓋面積 Covered set back area | 不適用 Not Applicable |
| 額外總樓面面積 Bonus GFA | | |
| 37 | 額外總樓面面積 Bonus GFA | 不適用 Not Applicable |
| 根據《聯合作業備考》提供的額外環保設施 Additional Green Features under Joint Practice Notes (JPN) | | |
| 38 | 採用「組裝合成」建築法的樓宇 Buildings adopting Modular Integrated Construction | 不適用 Not Applicable |

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

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

有關建築物的環境評估



Environmental Assessment of the Building



發展項目的公用部分的預計能量表現或消耗

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

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

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

| 第I部分 Part I | |
|--|--|
| 提供中央空調 Provision of Central Air Conditioning | 否 NO |
| 提供具能源效益的設施 Provision of Energy Efficient Features | 是 YES |
| 擬安裝的具能源效益的設施 Proposed Energy Efficient Features | <ol style="list-style-type: none"> 兩級光度照明系統 一氧化碳感應通風控制 機房溫控通風系統 發光二極管燈具 升降機閒置系統 變速驅動器食水泵 <ol style="list-style-type: none"> Two-level Lighting Control System Ventilation Control by CO Sensor Ventilation Control by Thermostat in Plant Rooms LED Lighting Lift Idling System VSD Fresh Water Pump |

| 第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量(註1) Part II : The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1) | | | | | |
|--|---|--|--|--|--|
| 位置 Location | 使用有關裝置的 內部樓面 面積(平方米) Internal Floor Area Served (m ²) | 基線樓宇(註2) 每年能源消耗量 Annual Energy Use of Baseline Building (Note 2) | | 擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building | |
| | | 電力 千瓦小時/平方米/年 Electricity kWh/m ² /annum | 煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m ² /annum | 電力 千瓦小時/平方米/年 Electricity kWh/m ² /annum | 煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m ² /annum |
| 有使用中央屋宇裝備裝置 (註3)的部分 Area Served by Central Building Services Installation (Note 3) | 10,146 | 69.67 | 不適用 Not applicable | 28.25 | 不適用 Not applicable |

申請建築物總樓面面積寬免的資料

Information in Application for Concession on Gross Floor Area of Building

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

註:

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

Notes:

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

A 認可殯葬區及零散山墳

清濤苑部分單位可能望見位於附近的認可殯葬區及零散山墳(請參閱第100頁的參考圖)。而原居民可能會在認可殯葬區內設立新墳墓。

B 交通噪音

清濤苑受道路交通噪音影響。為改善情況，該發展項目將設置下列設施：

減音窗及固定窗

部分清濤苑單位裝設有減音窗及/或固定窗(上鎖)。(有關裝設有減音窗及/或固定窗之單位及窗戶的位置請參閱第101頁的參考圖)。清濤苑的公契有以下關於減音窗及/或固定窗的規定(註)：

- 清濤苑裝設有減音窗及/或固定窗之單位的業主不得干擾、改動、變更或拆除該些裝設在其單位內的減音窗及/或固定窗或導致或促使或容許他人干擾、改動、變更或拆除該些裝設在其單位內的減音窗及/或固定窗(根據公契規定作任何保養、維修或更換除外)。
- 房委會須自費在管理處內提供有關安裝、保養、更換或維修減音窗及固定窗的圖則及方法，且清濤苑的經理人須在管理處內保存該等圖則及方法，以供清濤苑業主於日常辦公時間內免費查閱。裝設於任何單位內的減音窗及固定窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 除進行保養、更換或維修工作外，裝設在任何單位內的固定窗須在任何時間保持關閉及鎖上以緩解噪音。裝設於任何單位內的固定窗的保養、更換或維修工作須由有關單位的業主自費進行。

A Permitted Burial Ground and Scattered Graves

Permitted Burial Ground and scattered graves in the vicinity of Ching Tao Court may be seen from some of the flats in Ching Tao Court (please refer to the reference plan on page 100). New graves may be erected by indigenous villagers on Permitted Burial Ground.

B Traffic Noise

Ching Tao Court is affected by road traffic noise. In order to alleviate the condition, the following facilities will be provided in the Development:

Acoustic Windows and Fixed Windows

Acoustic windows and/or fixed windows (key-locked) are installed in some of the flats in Ching Tao Court. (Please refer to the reference plan on page 101 for flats installed with acoustic windows and/or fixed windows and the locations of such windows). The DMC of Ching Tao Court contains the following provisions relating to acoustic windows and/or fixed windows (Note):

- Subject to any maintenance, repair or replacement in accordance with the requirements set out in the DMC, no owner of those flats in Ching Tao Court installed with acoustic windows and/or fixed windows shall tamper, alter, vary or remove or cause or permit or suffer any tampering, alteration, variation or removal of the acoustic windows and/or the fixed windows installed in his flat.
- The HA shall at its expense provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic windows and the fixed windows and the manager of Ching Tao Court shall keep such drawings and methodology at the management office for inspection by the owners of Ching Tao Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic windows and fixed windows installed in any flat shall be made by the owner of the relevant flat at his own cost in accordance with the standards and specifications set out in such drawings and methodology. The owners of such flats shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows installed in any flat shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the fixed windows installed in any flat shall be made by the owner of the relevant flat at his own cost.

註：有關公契條款只供參考，並以公契的全文為準。「公契」的最新擬稿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清濤苑所指定的互聯網網站內閱覽。

Note: The concerned provisions in the DMC are for reference only and are subject to the full script of the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the office of the 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 Ching Tao Court.

C 通行權往返清河邨

於鄰接「該地段」的政府土地上並於「該租契」附圖1以藍色虛綫和“V.O. 223”顯示的位置有一個名為清河邨 (Ching Ho Estate) 的公共屋邨(上述政府土地及公共屋邨統稱為「清河邨」，此定義如適用或需要時包括不時已經或將要建於其內的宅院、架設物及建築物)。

根據一份地役權授予及費用分攤契據(「該契據」)，政府、清河邨住客及佔用人以及其真正賓客、訪客、傭工、工人及獲上述人士以該身份授權的其他人士獲授予權利經過及再經過「該地段」內之「該租契」所附平面圖上以粉紅加紅斜綫及粉紅加紅斜綫加黑斑點顯示之部分(其位置請參閱第17頁之布局圖)(「該通行權區域」，包括其他在「署長」准予「該地段」內一個或多個層面上的一個或多個區域)，以供緊急車輛、垃圾收集車及根據《道路交通條例》及其下的規例或任何修訂法例獲發牌且屬於清河邨的住客及佔用人及其真正賓客、訪客、傭工、工人及獲上述人士以該身份授權的其他人士的汽車進出清河邨在清河邨內作裝卸用途。有關維持、管理、保養及維修「該通行權區域」所不時招致或將招致的費用及開支須根據「該契據」由清濤苑業主及清河邨的經理人分攤及支付。

註：「該契據」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。建議準買家參閱「該契據」及就「該契據」和「該通行權區域」的一切相關事宜諮詢其專業顧問或律師的意見。

D 裝修須知

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

C Right of Way to and from Ching Ho Estate

There is a public housing estate known as Ching Ho Estate (清河邨) now situated on all that piece or parcel of Government land adjoining the Lot as shown within the blue broken line on Diagram 1 of the plan annexed to the said lease and marked “V.O. 223” (such piece or parcel of Government land together with the said public housing estate thereon is hereinafter referred to as “**Ching Ho Estate**”, which expression, where the context admits or requires, includes the messuages, erections and buildings from time to time erected or to be erected thereon).

According to a Deed of Grant of Easement and Cost Sharing (“the said Deed”), the Government, the residents and occupiers of Ching Ho Estate and their bona fide guests, visitors, servants, workmen and other persons authorized by them in that behalf are granted the right to pass and repass on, along, over, by and through the area of the Lot as shown coloured pink hatched red and pink hatched red stippled black on the plan annexed to the said lease (please refer to the layout plan on page 17 for the location)(the “**ROW Area**”, which expression shall be construed to mean and include such other area or areas of the Lot at such level or levels, as may be approved by the Director of Lands) so as to give vehicular access for emergency vehicles, refuse collection vehicles and motor vehicles licenced under the Road Traffic Ordinance (Cap.374 of the Laws of the Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation and belonging to the residents and occupiers of Ching Ho Estate and their bona fide guests, visitors, servants, workmen and other persons authorized by them to and from Ching Ho Estate for the purpose of loading and unloading within Ching Ho Estate. The costs and expenses from time to time incurred or to be incurred for upholding, managing, maintaining and repairing the ROW Area shall be apportioned and paid by the owners of Ching Tao Court and the Manager of Ching Ho Estate in accordance with the said Deed.

Note: Full script of the said Deed 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. Prospective purchasers are advised to study the said Deed and consult their own professional advisers or solicitors for advice on all matters concerning the said Deed and the ROW Area.

D Points to Note for Fitting Out

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

E 樓宇結構安全保證

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

保證期

房委會會給予清濤苑為期十年的樓宇結構安全保證。

清濤苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

保證範圍

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

本保證並不包括以上保證範圍以外的修葺,例如:

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

業主責任

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

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

註:

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

E Structural Safety Guarantee

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

Guarantee Period

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

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

Coverage

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

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

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

Owners' Responsibility

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

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

Notes:

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

F 轉讓限制

- (a) 在簽署轉讓契據前，買方不得把單位轉讓予其他人士或機構。若買方要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於售價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，撤銷買賣協議受買賣協議的條款限制，包括買方須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(如有印花稅，此項亦包括在內)。
- (b) 若買方成為業主後轉讓或出租其單位，須按照轉讓契據的條款和政府租契所載的條款、契諾及條件處理。房委會不會回購或提名買家(居者有其屋計劃(居屋)第二市場除外)購買清濤苑/錦柏苑/高宏苑單位，而下列轉讓限制將適用於有關單位的業主：
- (i) 由房委會首次將單位售予業主的轉讓契據(下稱「首次轉讓契據」)日期起計五年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場以不高於列於首次轉讓契據的原來買價(註)出售單位予房委會提名的綠表買家。
- (ii) 由首次轉讓契據日期起計第六至第十五年內：
- 業主須在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的綠表買家。
- (iii) 由首次轉讓契據日期起計十五年後：
- 業主可在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的綠表買家。
 - 業主亦可在繳付補價後於公開市場出售單位。
 - 業主須繳付的補價，是根據屆時該單位並無轉讓限制的市值，按照該單位首次轉讓契據中所訂明的最初市值與原來買價(註)的差額計算。換句話說，補價相等於原來買價(註)的折扣，化為現值計算。
 - 有關補價程序，請瀏覽房委會/房屋署網站 (www.housingauthority.gov.hk)。

F Alienation Restrictions

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

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

註：原來買價相等於售價，是指首次轉讓契據中所列明的單位購買價。

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

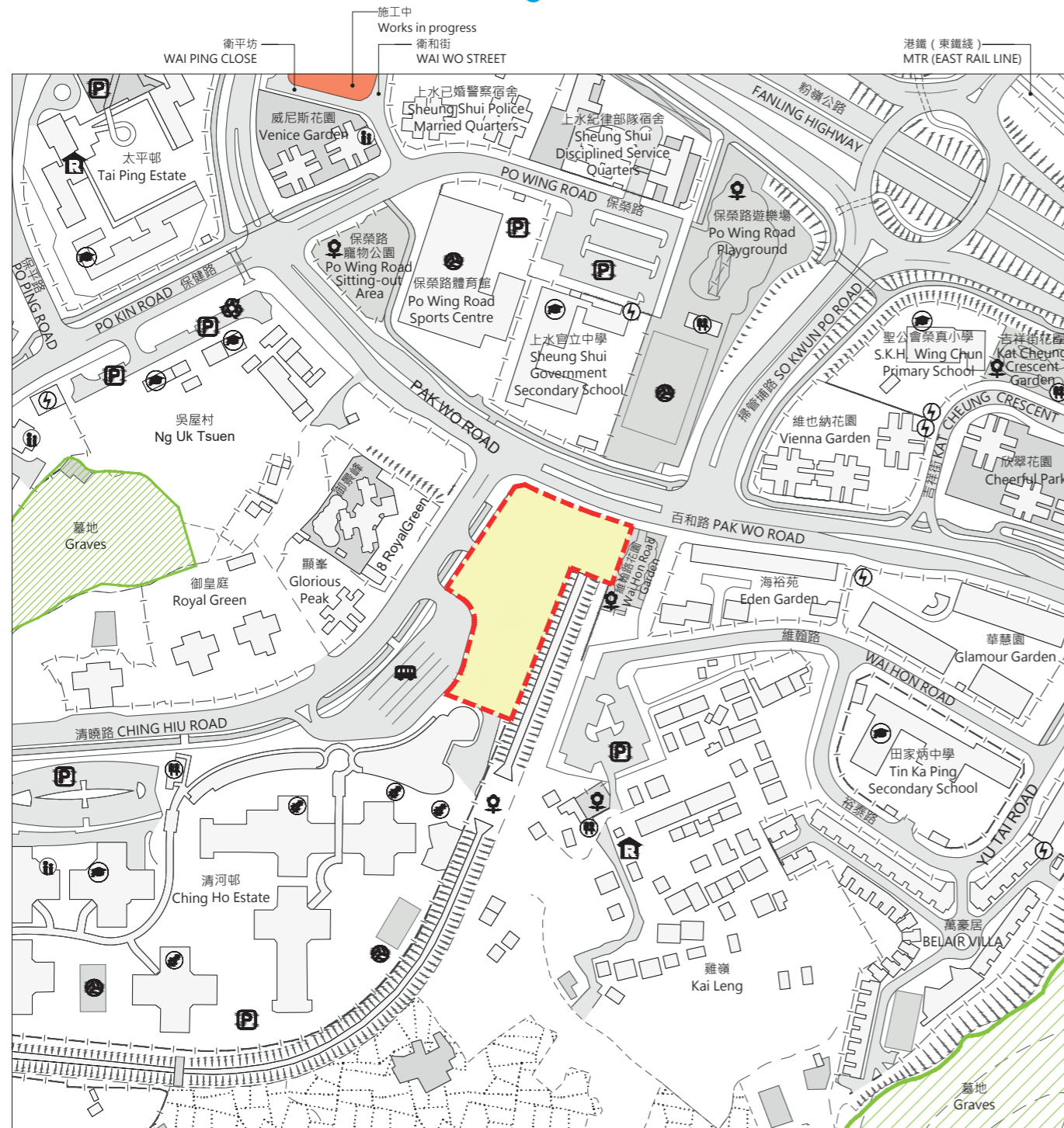
Note: Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.

32 參考圖

Reference Plan

施工中及認可殯葬區的參考圖

Reference Plan for Works in Progress and Permitted Burial Ground



清濤苑
Ching Tao Court

圖例 NOTATION

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

*只作識別用 *For Identification Purposes Only

此參考圖參考日期為2023年4月2日之測繪圖(編號為T3-SW-A)製作，有需要處經修正處理。
地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

The Reference Plan is prepared with reference to Survey Sheet No. T3-SW-A dated 2 April 2023, with adjustments where necessary.

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

註：

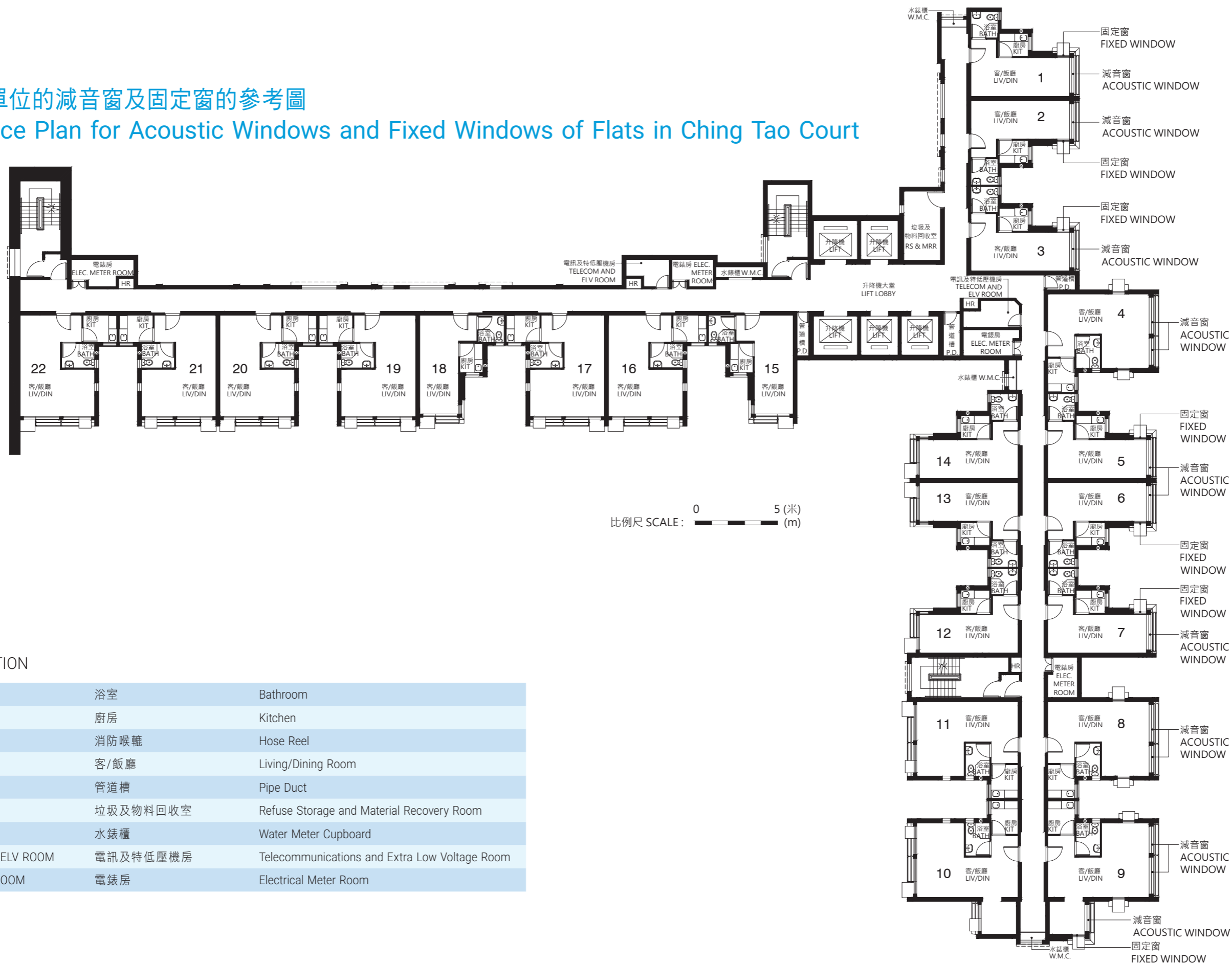
賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。

Note:

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

清濤苑單位的減音窗及固定窗的參考圖

Reference Plan for Acoustic Windows and Fixed Windows of Flats in Ching Tao Court



圖例 NOTATION

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



網址 WEBSITE
www.housingauthority.gov.hk/gsh/2022/ChingTao

發展項目及其周邊地區日後可能出現改變。
There may be future changes to the Development and the surrounding areas.

印製日期：2023年1月27日
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