出售居者有其屋計劃單位
SALE OF HOME OWNERSHIP SCHEME FLATS 2022



昭明苑

Chiu Ming 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

你在購置昭明苑居者有其屋計劃(下稱「居屋」)單位之前，應留意下列事項：

1 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽香港房屋委員會(下稱「房委會」)作為賣方就出售昭明苑單位所指定的互聯網網站(下稱「指定網站」)(www.housingauthority.gov.hk/hos/2022/ChiuMing)內的有關資訊，包括售樓說明書、價單及昭明苑單位的成交紀錄冊。
- 昭明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。
- 在指定網站內載有昭明苑單位成交資料的成交紀錄冊，以供查閱。

2 費用、按揭貸款和樓價

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

3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。
- 留意價單所載列的支付條款。
- 綠表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣五萬九仟元正(HK$59,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之五)，若上述本票金額不足選購單位樓價的百分之五，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 白表買方於居屋銷售小組辦理簽署買賣協議手續時，須攜同總數為港幣十一萬八仟元正(HK$118,000)的銀行本票，抬頭人為「香港房屋委員會」，以繳付所需定金(不少於樓價的百分之十)，若上述本票金額不足選購單位樓價的百分之十，定金餘額須即時以個人支票方式繳付(不接受現金或公司支票付款)。
- 如你擬選用名列於房委會公布名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Chiu Ming 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 Chiu Ming Court (designated website)(www.housingauthority.gov.hk/hos/2022/ChiuMing), including the sales brochure, price list and the register of transactions of the flats in Chiu Ming Court.
- Sales brochure and price list for Chiu Ming 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 Chiu Ming Court can be found on the register of transactions on the designated website.

2 Fees, mortgage loan and property price

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

3 Price list, payment terms and mortgage loan arrangement

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

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

4 物業的面積及四周環境

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

5 售樓說明書

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

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

4 Property area and its surroundings

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

5 Sales brochure

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

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

6 政府批地文件和公契

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

7 售樓處內有關可供揀選住宅物業的資料

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

8 成交紀錄冊

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

9 買賣協議

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在買賣協議上列明。
- 留意夾附於買賣協議的圖則。該圖則會顯示所有賣方售予你的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，物業的買賣合約會載有條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)批准後的14日內，將該項改動以書面通知買方。
- 於居屋銷售小組簽署買賣協議時，你須向房委會繳付不少於樓價的百分之五(適用於綠表申請人)或不少於樓價的百分之十(適用於白表申請人)作為定金(請參閱第一頁的第三項有關價單、支付條款及按揭貸款安排)。

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

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

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

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

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

8 Register of transactions

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

9 Agreement for sale and purchase

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the floor plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. A provision is incorporated in an ASP for uncompleted development requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)).
- At the time of signing the ASP at the HOS Sales Unit, a deposit of not less than 5% of the purchase price (for Green Form applicants) or not less than 10% of the purchase price (for White Form applicants) is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).

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

10 委聘律師

- 你應在參與選購單位前，自行聘請你屬意的律師行，代表你處理買樓交易。請注意，房委會的律師只代表房委會，並不能保障你的權益。如你自行聘請律師行，該律師行便能夠在購樓交易的每個階段向你提供獨立意見及就購樓交易有關的風險、權利及任何其他事宜提供意見。你須注意你會在房委會職員面前簽署買賣協議，有關職員只會向你詮釋買賣協議內容及見證你簽署買賣協議。如你沒有自行委託律師代表你完成購樓交易，房委會的律師只會向你詮釋轉讓契據的內容及見證你簽署轉讓契據，並不會在交易過程中代表你。你需明白房委會的職員及房委會律師並不會就有關買賣協議或任何有關事宜，向你提供法律意見。
- 比較不同律師的收費。
  (請參閱第75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

- 查閱售樓説明書中昭明苑的預計關鍵日期。
  - 「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。
  - 售樓説明書中昭明苑的預計關鍵日期並不等同買方的「收樓日期」。
- 昭明苑的收樓日期：
  - 房委會須於昭明苑在遵照經批准的建築圖則的情況下在各方面均屬完成後的14日內，以書面為該項目申請佔用文件(即佔用許可證)。
  - 房委會須在佔用文件(即佔用許可證)發出後的六個月內，就其有能力有效地轉讓有關物業一事，以書面通知買方。
  - 有關物業的買賣須於房委會發出上述通知的日期的14日內完成。有關物業的買賣完成後，房委會將安排買方收樓事宜。
- 委任建築師可批予在預計關鍵日期之後完成昭明苑。
  - 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：

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

10 Appointment of solicitor

- Before attending flat selection, you are urged to engage a separate firm of solicitors of your choice to act for you in relation to the transaction. Please note that the solicitors appointed by the HA are acting for the HA only and will not be able to protect your interest. If you appoint a separate firm of solicitors, that firm of solicitors will be able to give independent advice to you at every stage of the purchase and advise you on your risks and rights and any other matters in connection with your purchase. It should be noted that the ASP shall be signed by you before the staff of the HA who will only interpret the contents of the ASP to you and attest your signing of the ASP. If you do not appoint a separate firm of solicitors to act for you in the completion of the purchase, the solicitors of the HA will only interpret the contents of the assignment to you and attest your execution and will not act for you in the transaction. It is important to note that the staff and the solicitors of the HA will not give any legal advice to you on the ASP or any other matters in connection with the transaction.
- Compare the charges of different solicitors.
  (Please refer to Warning to Purchasers on page 75)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Chiu Ming 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 Chiu Ming 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 Chiu Ming Court:
  - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Chiu Ming Court within 14 days after its having completed the Development in all respects in compliance with the approved building plans.
  - The HA shall notify the purchaser in writing that it is in a position validly to assign the property within 6 months after the issue of the occupation document (i.e. Occupation Permit).
  - The sale and purchase shall be completed within 14 days after the date of the notification aforesaid. Upon completion of the sale and purchase, the HA shall arrange handover of the property to the purchaser.
- Appointed Architect may grant extension(s) of time for completion of Chiu Ming 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:

- 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

- 有關昭明苑居屋單位的轉讓限制，請參閱第102至第103頁。
- 本銷售計劃下出售的昭明苑居屋單位的使用、佔用及轉讓限制(包括業權轉讓或出租限制)是受制於政府租契、買賣協議及轉讓契據所載的條款、契諾、條件和相關規定。

其他相關聯絡資料：

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

- strike or lock-out of workmen;
- riots or civil commotion;
- force majeure or Act of God;
- fire or other accident beyond the HA's control;
- war; or
- inclement weather.

- The Appointed Architect may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
- The HA shall within 14 days after the issue of an extension of time granted by the Appointed Architect, furnish the purchaser with a copy of the relevant certificate of extension.

- Ask the HA if there are any questions on handing over date.

For first-hand completed residential properties

12 Vendor's information form

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

13 Other points to note

- For alienation restrictions of HOS flats in Chiu Ming Court, please refer to page 102 to page 103.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Chiu Ming 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
昭明苑	Chiu Ming Court
街道名稱及門牌號數	**Name of street and street number**
昭信路11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。	11 Chiu Shun 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、平台一樓、平台三樓及天台)	42 storeys (including G/F, P1/F, P3/F and roof)
樓層號數	**Floor numbering**
地下、平台一樓、平台三樓，4樓至41樓及天台	G/F, P1/F, P3/F, 4-41/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**
2024年11月30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。	30 November 2024 (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： 就昭明苑而言：

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. 房委會須於昭明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)。
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 Chiu Ming 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) in respect of Chiu Ming Court within 14 days after its having completed the Development 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(七)	Chief Architect (7), Housing Department
承建商	**Building contractor**
保華建築營造有限公司	Paul Y. General Contractors Limited
代表賣方的律師事務所	**Firm(s) of solicitors acting for the vendor**
梁錦濤關學林律師行、高露雲律師行	Ford, Kwan & Company; 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。

非結構的預製外牆的厚度範圍：
150 毫米 – 280 毫米

每個住宅物業的非結構的預製外牆的總面積：

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

Range of thickness of the non-structural prefabricated external walls:
150mm – 280mm

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

樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
4樓 – 41樓 4/F – 41/F	1, 4	0.552
	2, 3	0.716
	7	1.553
	8, 13	1.718
	9, 10, 11, 12	0.760
	14	1.879
4樓 – 34樓 4/F – 34/F	5, 16	0.929
	6, 15	0.950
35樓 – 41樓 35/F – 41/F	6, 15	0.737

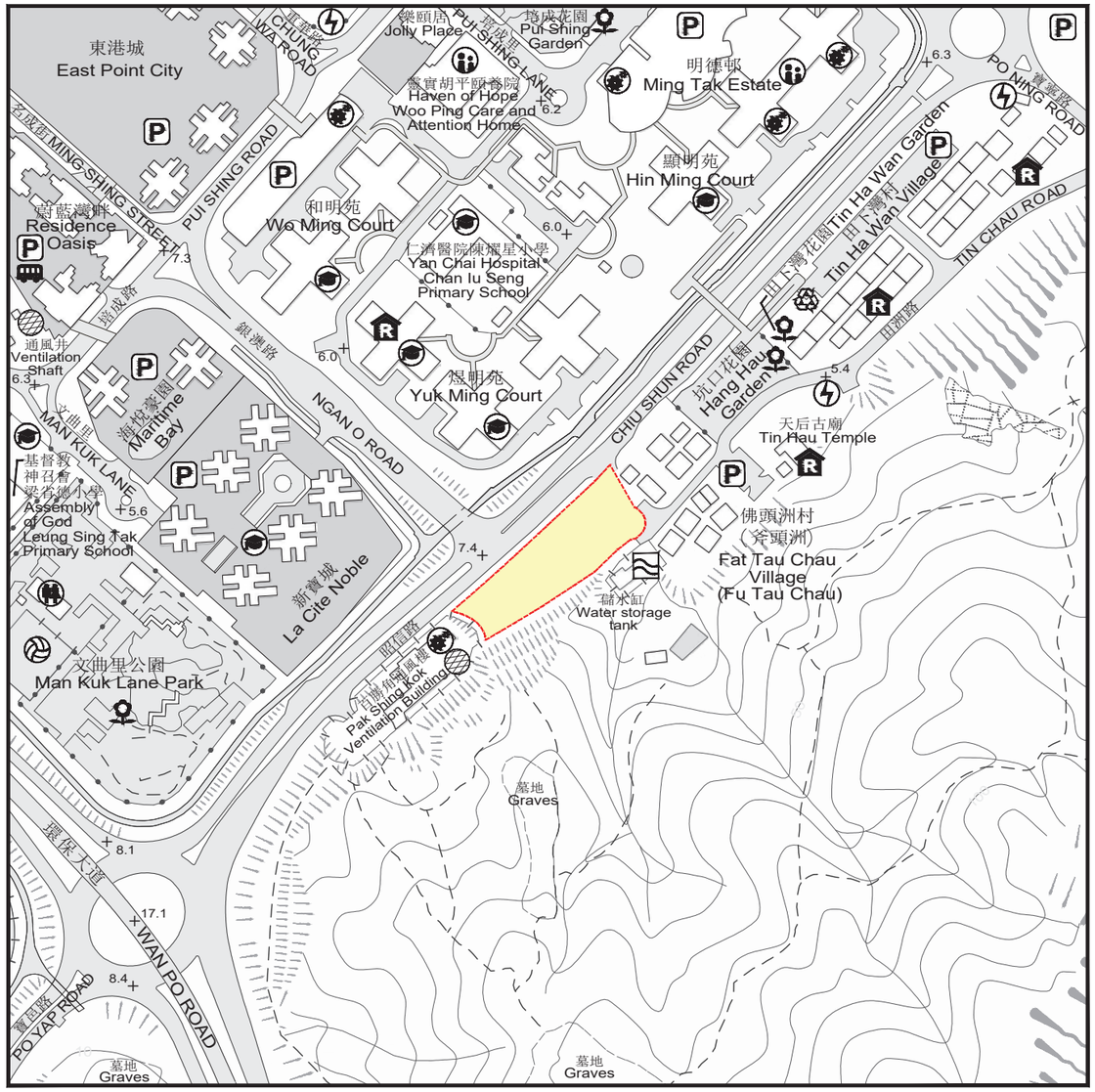
構成圍封牆的一部分的幕牆：
不適用

Curtain walls forming part of the enclosing walls:
Not applicable

06 物業管理的資料
Information on Property Management

根據公契在售樓說明書的印製日期的最新擬稿獲委任的該發展項目的管理人	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



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

N

昭明苑
Chiu Ming Court

圖例 NOTATION

公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)	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)
公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)	公廁 A Public Convenience
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)
香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway	公用事業設施裝置 A Public Utility Installation
公園 A Public Park	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)
發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)	垃圾收集站 A Refuse Collection Point
污水處理廠及設施 Sewage Treatment Works and Facilities	

此位置圖參考日期為2022年10月27日之測繪圖(編號為T12-NW-C)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. T12-NW-C dated 27 October 2022, with adjustments where necessary.
The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

註：
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:
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.

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





● 昭明苑
Chiu Ming Court

摘錄自地政總署測繪處於2021年12月3日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E142875C。

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. E142875C, dated 3 December 2021.

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

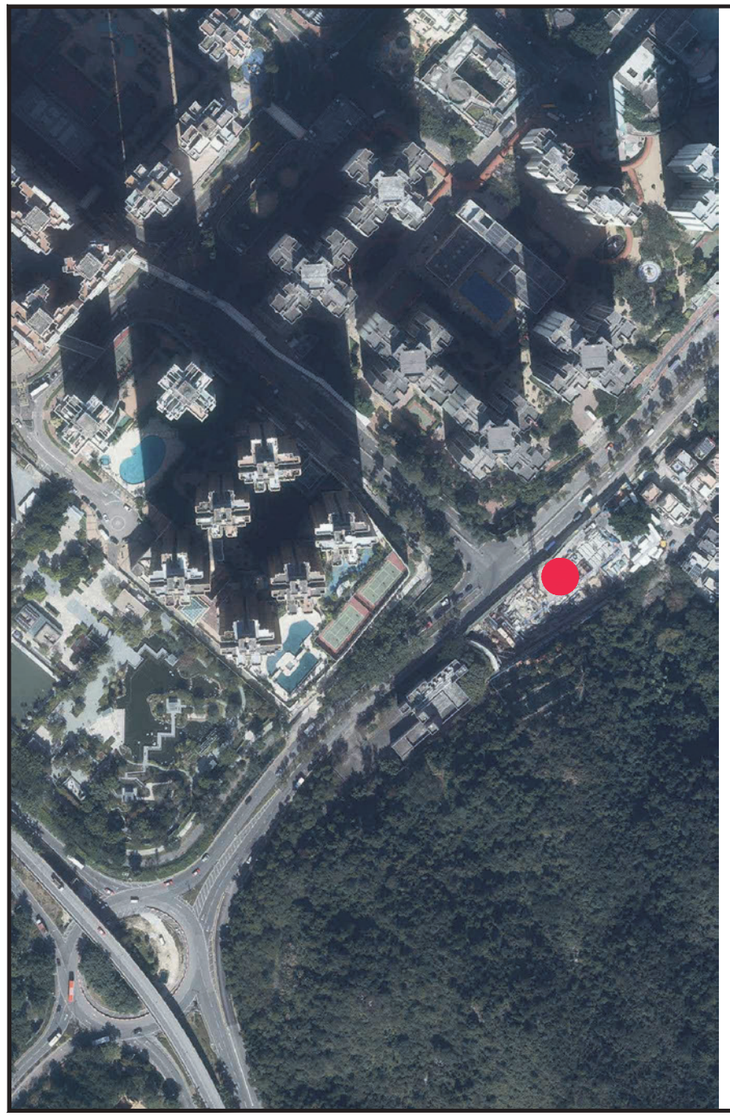
註：

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

Notes:

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

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



此鳥瞰照片並不覆蓋本空白範圍。

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

N

● 昭明苑
Chiu Ming Court

摘錄自地政總署測繪處於2021年12月3日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E142873C。

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. E142873C, dated 3 December 2021.

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

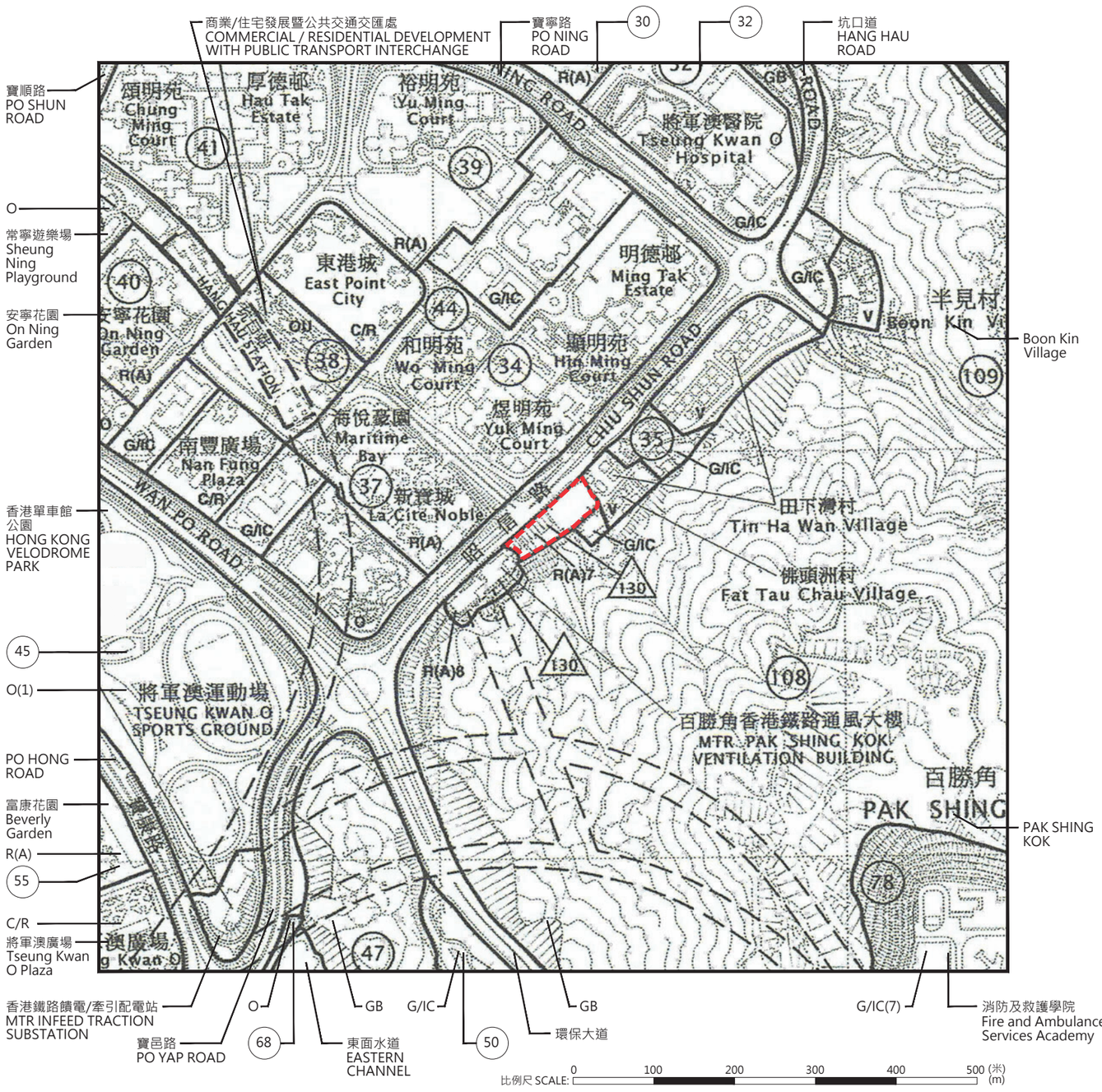
註：

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

Notes:

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

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



N

昭明苑
Chiu Ming Court

圖例 NOTATION

地帶 ZONES			
CDA 綜合發展區	Comprehensive Development Area	V 鄉村式發展	Village Type Development
C/R 商業/住宅	Commercial / Residential	G/IC 政府、機構或社區	Government, Institution or Community
R(A) 住宅(甲類)	Residential (Group A)	O 休憩用地	Open Space
R(B) 住宅(乙類)	Residential (Group B)	REC 康樂	Recreation
R(C) 住宅(丙類)	Residential (Group C)	OU 其他指定用途	Other Specified Uses
R(E) 住宅(戊類)	Residential (Group E)	GB 綠化地帶	Green Belt

交通 COMMUNICATIONS			
鐵路及車站	Railway and Station	主要道路及路口	Major Road and Junction
鐵路及車站(地下)	Railway and Station (Underground)	高架道路	Elevated Road

其他 MISCELLANEOUS			
規劃範圍界線	Boundary of Planning Scheme	(1) 規劃區編號	Planning Area Number
郊野公園界線	Boundary of Country Park	PFS 加油站	Petrol Filling Station
130 最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (In Meters Above Principal Datum)		

摘錄自2021年6月18日刊憲之將軍澳分區計劃大綱核准圖，圖則編號為S/TKO/28。

Adopted from part of the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/28 gazetted on 18 June 2021.

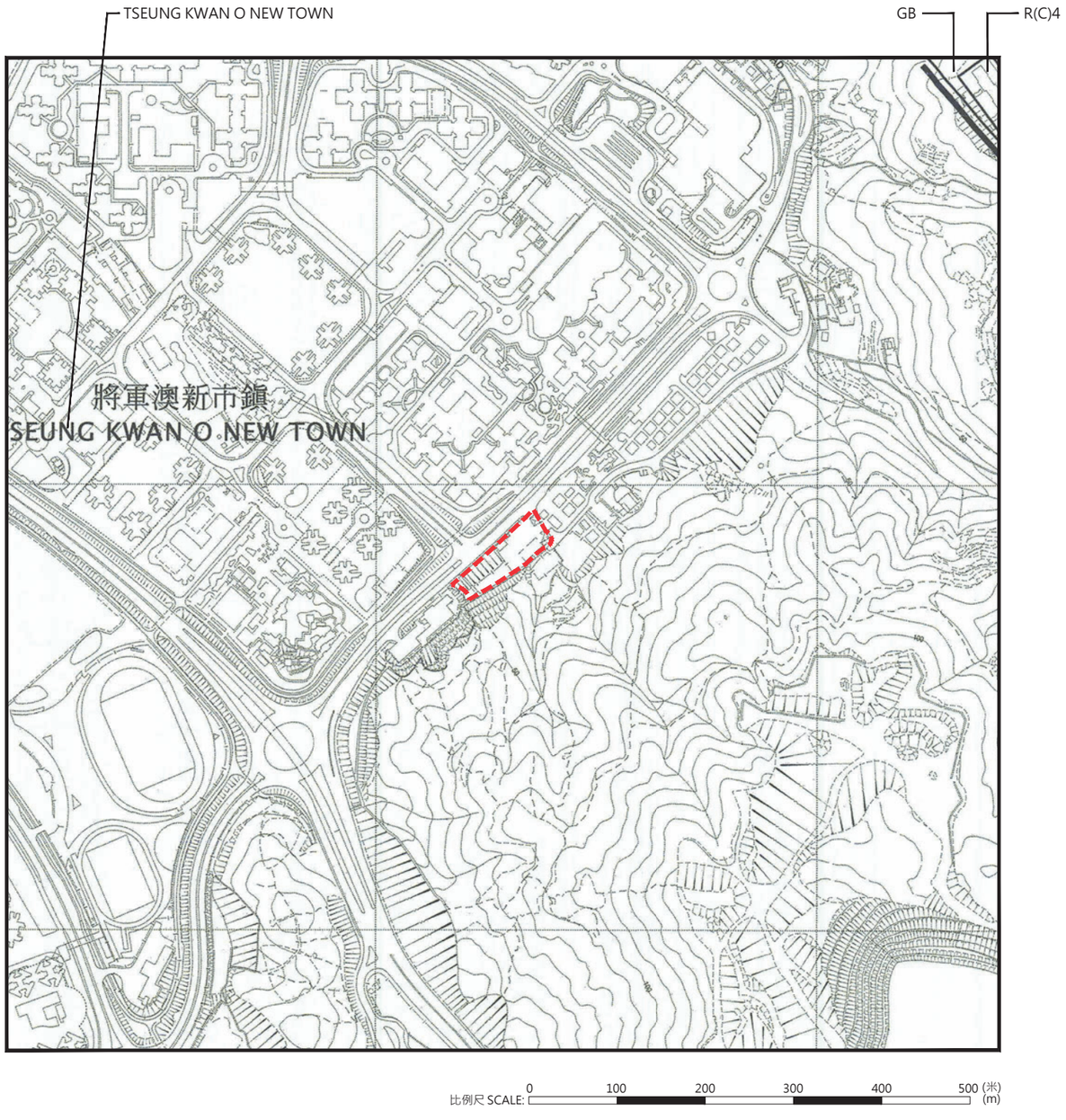
註：

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. 在售樓說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會客務中心開放時間內免費查閱。

Notes:

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

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



N

昭明苑
Chiu Ming Court

圖例 NOTATION

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

摘錄自2013年12月13日刊憲之清水灣半島北分區計劃大綱核准圖，圖則編號為S/SK-CWBN/6。

Adopted from part of the approved Clear Water Bay Peninsula North Outline Zoning Plan No. S/SK-CWBN/6 gazetted on 13 December 2013.

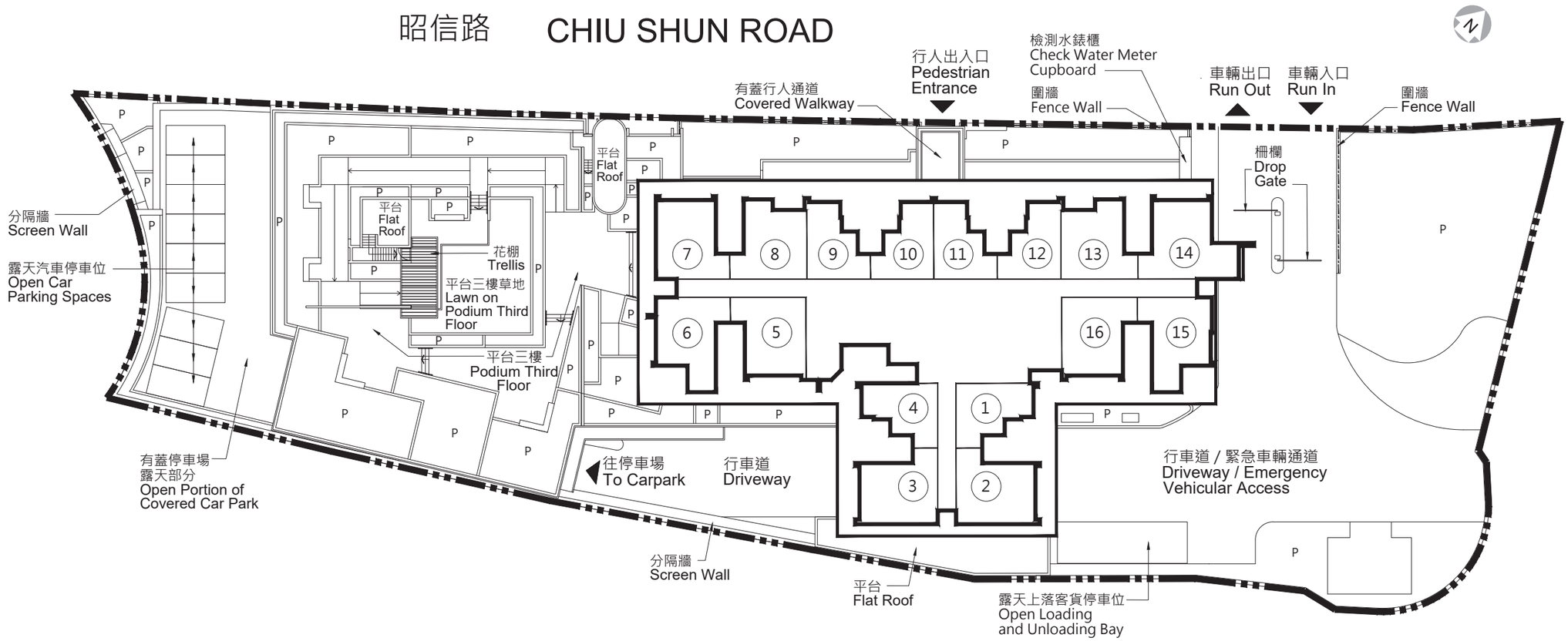
註：

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. 在售樓說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會客務中心開放時間內免費查閱。

Notes:

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

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



圖例 NOTATION

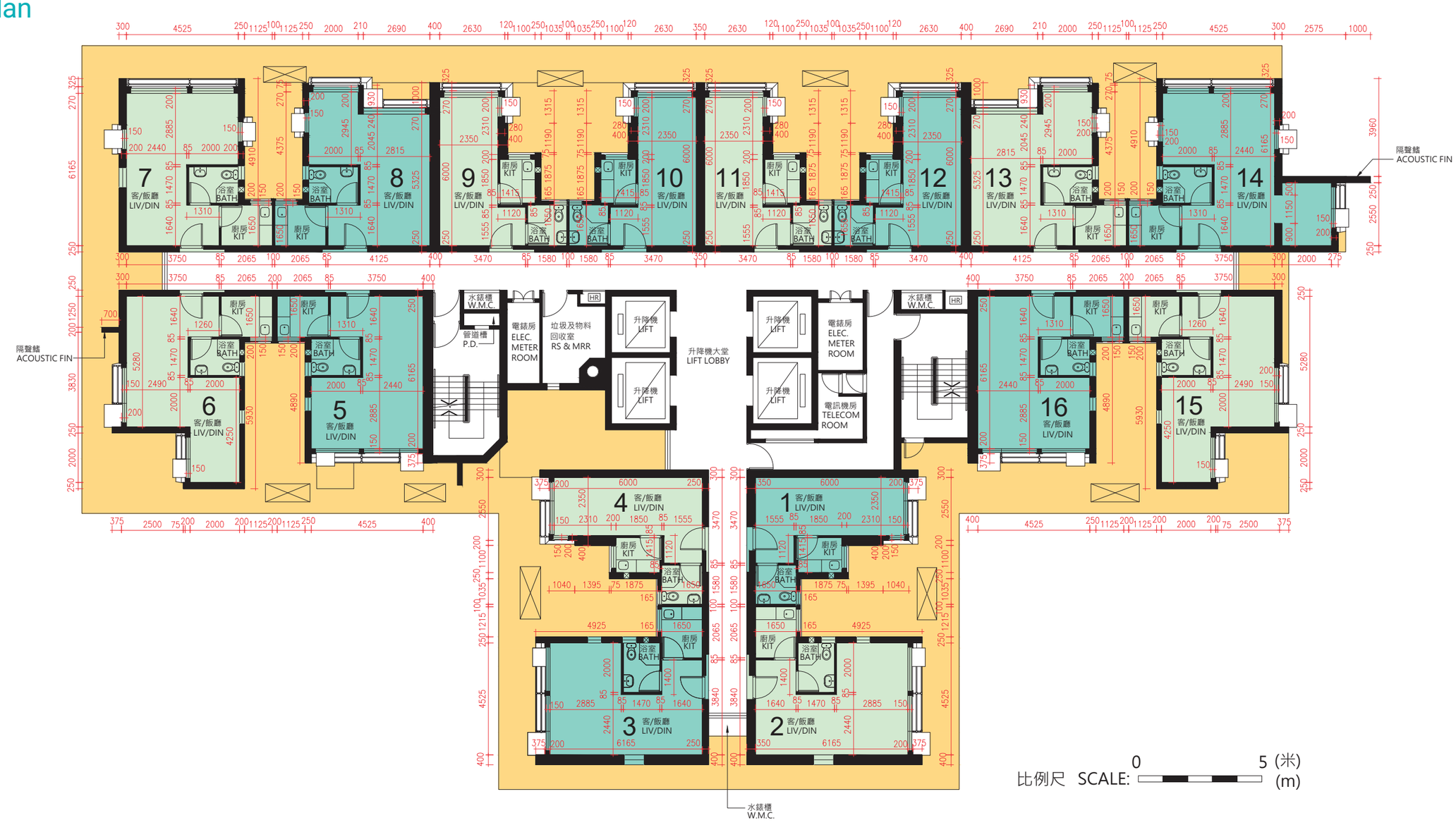
	地界 Lot Boundary
1	4樓至41樓單位室號 (35樓至41樓不設5號及16號單位) Flat Number on 4/F – 41/F (No Provision of Flat 5 and Flat 16 for 35/F – 41/F)
P	花槽 Planter

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2月28日
Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development: 28 February 2025

註： 上述該項目內的建築物或設施的預計落成日期為有關建築物或設施的佔用許可證的預計發出日期。
Note: The estimated date of completion of the buildings or facilities within the Development is the estimated date for issue of Occupation Permit for the buildings or facilities concerned.

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

4樓平面圖
4/F Floor Plan



圖例 NOTATION

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

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

註： 平面圖所列之數字為以毫米標示之建築結構尺寸。

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)

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

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

5樓至34樓平面圖
5/F to 34/F Floor Plan



5樓, 13樓及24樓部分平面圖
PART PLAN OF 5/F, 13/F AND 24/F

12樓, 20樓及28樓部分平面圖
PART PLAN OF 12/F, 20/F AND 28/F

比例尺 SCALE: 0 5 (米) (m)

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米(34樓5號及16號單位除外)。
   34樓5號及16號單位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(34樓5號及16號單位除外)。
   34樓5號及16號單位的樓板(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)

註： 平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m (except flat 5 and flat 16 on 34/F).
   The floor-to-floor height of flat 5 and flat 16 on 34/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except flat 5 and flat 16 on 34/F).
   The thickness of the floor slab (excluding plaster) of flat 5 and flat 16 on 34/F is 200mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

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

35樓至41樓平面圖
35/F to 41/F Floor Plan



35樓部分平面圖
PART PLAN OF 35/F ONLY

35樓部分平面圖
PART PLAN OF 35/F ONLY

圖例 NOTATION

BATH	浴室	Bathroom
ELEC. METER ROOM	電錶房	Electrical Meter Room
HR	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客/飯廳	Living/Dining Room
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM ROOM	電訊機房	Telecommunications Room
W.M.C.	水錶櫃	Water Meter Cupboard
P.D	管道槽	Pipe Duct
	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 (41樓除外)。
   41樓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 (41樓除外)。
   41樓的樓板 (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)

註： 平面圖所列之數字為以毫米標示之建築結構尺寸。

1. The floor-to-floor height of each residential property is 2.75m (except 41/F).
   The floor-to-floor height of 41/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 41/F).
   The thickness of the floor slab (excluding plaster) of 41/F is 200mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

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
4樓 – 41樓 4/F – 41/F	1	**27.6 (297)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	2	**37.5 (404)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	3	**36.9 (397)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	4	**27.0 (291)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	7	**36.0 (388)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	8, 13	**35.6 (383)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	9, 12	**26.7 (287)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	10, 11	**26.3 (283)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	14	**42.8 (461)** 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.

物業的描述 Description of Residential Property		實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
4樓–34樓 4/F–34/F	5	**36.7 (395)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	6, 15	**36.9 (397)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	16	**36.8 (396)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
35樓–41樓 35/F–41/F	6, 15	**37.1 (399)** 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



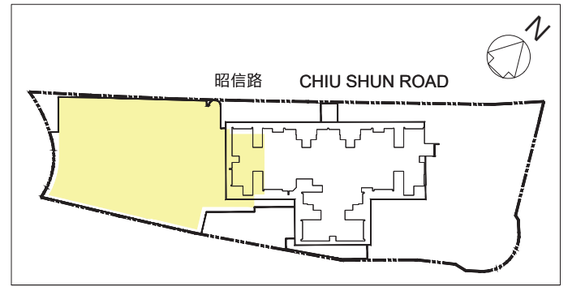
圖例 NOTATION

▬ ▪ ▬	地界	Lot Boundary

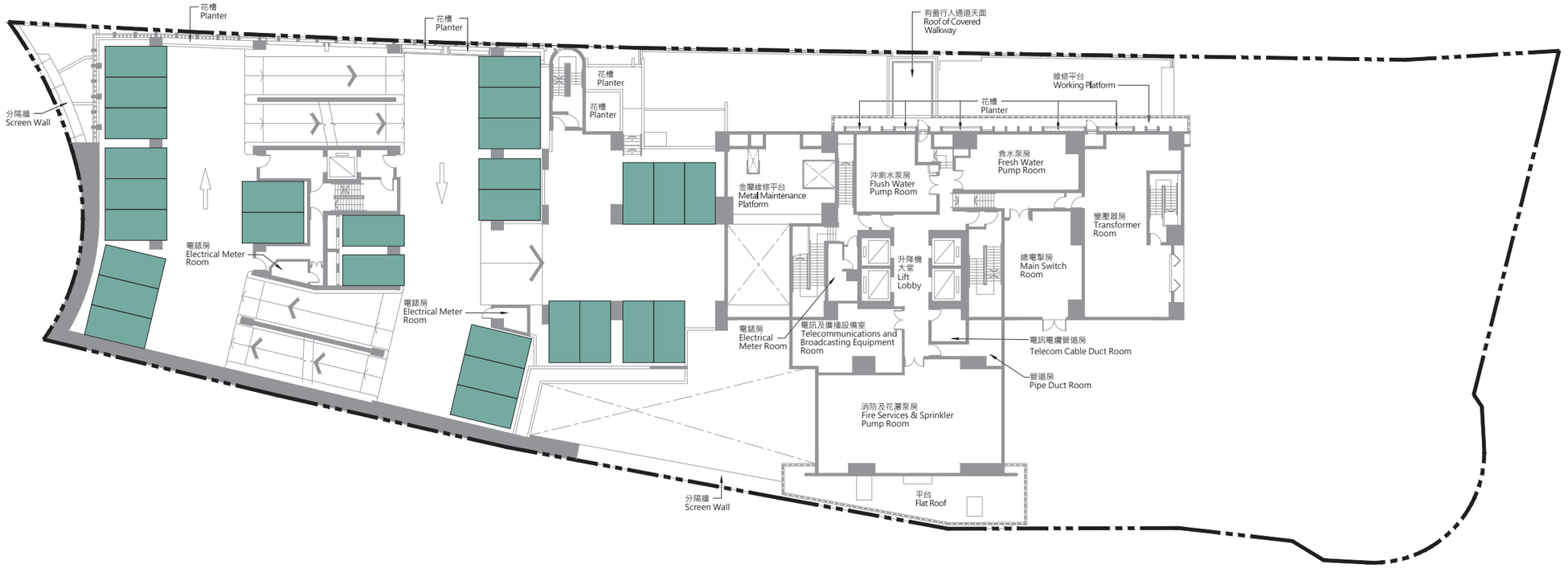
停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 (暢通易達汽車停車位) (設有1.2米寬共用上落車位) Covered Car Parking Spaces (Accessible Car Parking Space) (with 1.2m wide Common Loading and Unloading Area)	2	5.0 x 2.5	12.50
	預留有蓋垃圾收集車停車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicles	1	12.0 x 5.0	60.00
	露天上落客貨停車位 Open Loading and Unloading Bay	1	11.0 x 3.5	38.50

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

平台1樓及平台1樓夾層停車位平面圖
Floor Plan of Parking Spaces on P1/F & P1M/F



指示圖 KEY PLAN



比例尺 SCALE: 0 10 20 30 40 (米) (m)

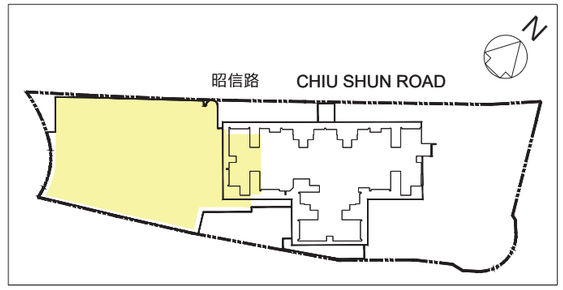
發展項目中的停車位的樓面平面圖
Floor Plans of Parking Spaces in the Development

圖例 NOTATION

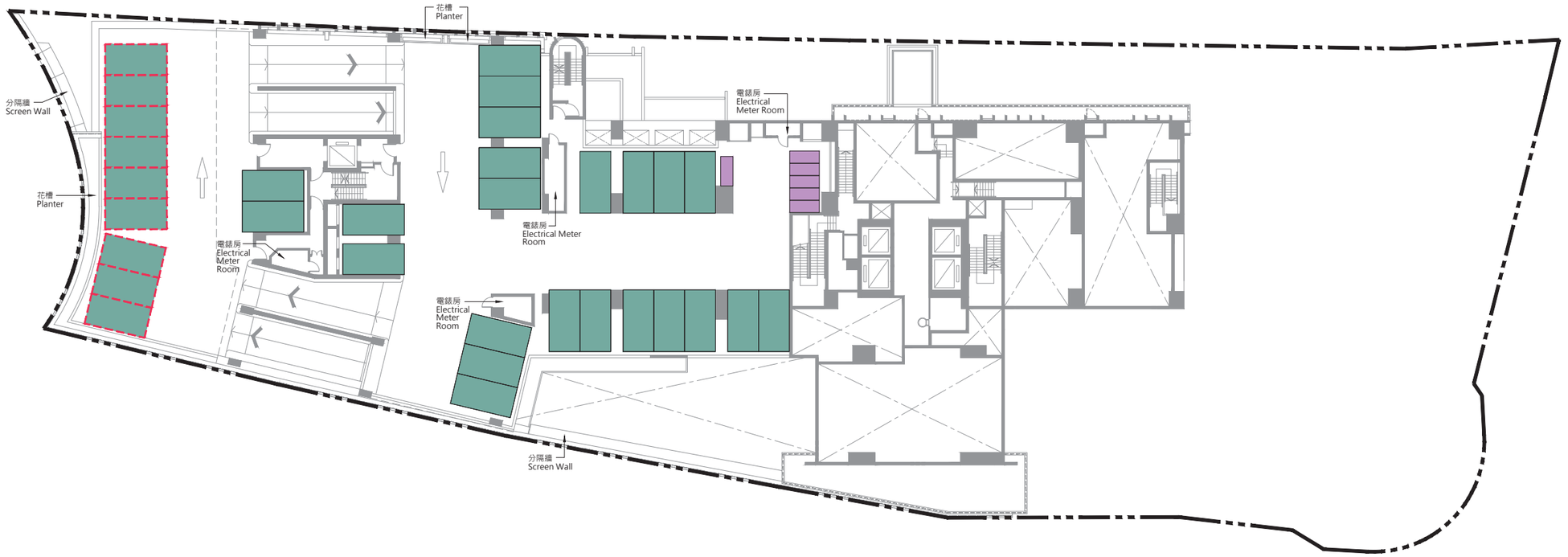
▬ ▪ ▪ ▬	地界	Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
▭	有蓋汽車停車位 Covered Car Parking Spaces	28	5.0 x 2.5	12.50

平台2樓及平台2樓夾層停車位平面圖
Floor Plan of Parking Spaces on P2/F & P2M/F



指示圖 KEY PLAN



比例尺 SCALE: 0 10 20 30 40 (米) (m)

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

圖例 NOTATION

▬ ▪ ▪ ▬	地界	Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	23	5.0 x 2.5	12.50
	露天汽車停車位 Open Car Parking Spaces	9	5.0 x 2.5	12.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	6	2.5 x 1.0	2.50

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」。

A 發展項目的公用部分

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

「屋苑公用地方與設施」指擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於技工工場、自動讀錶櫃 (構成「住宅大廈公用地方與設施」之部分除外) (現於「公契」所夾附的「GROUND FLOOR PLAN」圖則標註為「AUTOMATIC METER READING CUPBOARD」，以資識別)、增壓泵房、電纜管道 (構成「住宅大廈公用地方與設施」之部分除外)、固定電訊網絡服務電纜之電纜管道房、電纜管道房 (構成「住宅大廈公用地方與設施」之部分除外)、檢測水錶櫃、潔淨服務承辦商辦事處、罩屋(構成「住宅大廈公用地方與設施」之部分除外)、去水井、行車道/緊急車輛通道、柵欄、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、屋苑管理處、外牆 (構成「住宅大廈公用地方與設施」之部分除外)、消防控制中心、消防及花灑泵房、消防入水掣、消防水缸、平台 (構成「住宅大廈公用地方與設施」之部分除外)、沖廁水泵房、沖廁水水缸、食水泵房、食水水缸、「綠化範圍」(構成「住宅大廈公用地方與設施」之部分除外)、消防及花灑泵房的高位、沖廁水泵房的高位、食水泵房的高位、總電掣房的高位、電訊及廣播設備室的高位、管道槽房的高位、變壓器房的高位、到達不到的空隙、廢物收集站、哺乳室、總電掣房、金屬維修平台、「休憩空間」(構成「住宅大廈公用地方與設施」之部分除外)、花槽 (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、管道房(構成「住宅大廈公用地方與設施」之部分除外)、泵房、根據「該租契」條款第3.29(c)條提供的垃圾收集車裝卸停車位 (現於「公契」所夾附的「GROUND FLOOR PLAN」圖則標註為「LOADING AND UNLOADING SPACE RESERVED FOR REFUSE COLLECTION VEHICLE」，以資識別)、垃圾及物料回收房、車輛入口、車輛出口、分隔牆、花灑入水掣、樓梯 (構成「住宅大廈公用地方與設施」之部分除外)、電訊及廣播設備室、電訊電纜管道房、洗手間 (構成「住宅大廈公用地方與設施」之部分除外)、煤氣管道房、

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, artisans' workshop, automatic meter reading cupboard (other than those forming part of the Residential Block Common Areas and Facilities) (which, for the purpose of identification only, is marked "AUTOMATIC METER READING CUPBOARD" on the GROUND FLOOR PLAN annexed to the DMC), booster pump room, cable duct (other than those forming part of the Residential Block Common Areas and Facilities), cable duct room for FTNS cable, cable duct room (other than those forming part of the Residential Block Common Areas and Facilities), check water meter cupboard, cleansing contractor's office, dog houses (other than those forming part of the Residential Block Common Areas and Facilities), drain pits, driveway / emergency vehicular access, drop gate, electrical meter room (other than those forming part of the Residential Block Common Areas and Facilities), emergency generator room, estate management office, external walls (other than those forming part of the Residential Block Common Areas and Facilities), fire service control centre, fire service and sprinkler pump room, fire service inlets, fire services water tank, flat roofs (other than those forming part of the Residential Block Common Areas and Facilities), flush water pump room, flush water tanks, fresh water pump room, fresh water tanks, Greenery Area (other than those forming part of the Residential Block Common Areas and Facilities), high level of fire service and sprinkler pump room, high level of flush water pump room, high level of fresh water pump room, high level of main switch room, high level of telecommunication and broadcasting equipments room, high level of pipe duct room, high level of transformer room, inaccessible void, junk collection point, lactation room, main switch room, metal maintenance platforms, Open Space (other than those forming part of the Residential Block Common Areas and Facilities), planters (other than those forming part of the Residential Block Common Areas and Facilities), owners' corporation office, pipe duct (other than those forming part of the Residential Block Common Areas and Facilities), pipe duct room, pipe rooms (other than those forming part of the Residential Block Common Areas and Facilities), pump room, the space for the loading and unloading of refuse collection vehicles as provided under Clause 3.29(c) of the said lease (which, for the purpose of identification only, is marked "LOADING AND UNLOADING SPACE RESERVED FOR REFUSE COLLECTION VEHICLE" on the GROUND FLOOR PLAN annexed to the DMC), refuse storage and material recovery chamber, run in, run out, screen walls, sprinkler inlets, staircases (other than those forming part of the Residential Block Common Areas and Facilities), telecommunication and broadcasting equipments room, telecom cable duct rooms, toilets (other than those forming part of the Residential Block Common Areas and Facilities), town gas pipe room, transformer room, the tree being Ficus Microcarpa shown and marked on the plan annexed to the said lease as "T0001", vertical greenery (which, for the purpose of identification only, are shown edged in

變壓器房、於「該租契」所夾附的圖則顯示並標註為「T0001」而品種為細葉榕的樹木、垂直綠化(現於「公契」所夾附的圖則以綠色虛線為界顯示，以資識別)、空隙(構成「住宅大廈公用地方與設施」之部分除外)、構成「屋苑公用地方與設施」之部分的花槽下方的防水膜連同該防水膜的附屬管道、排水渠及設施、維修平台、「該等項目」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、橙色加黑交叉斜線顯示及以綠色虛線為界顯示(只要該等地方、系統、裝置及設施可在圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」及任何「副公契」(如有)之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的附加地方、系統、裝置及設施，但(「公契」另有明文定義及規定者除外)不包括「住宅大廈公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方和「屋苑」內只為任何個別「業主」提供服務的設施。

「住宅大廈公用地方與設施」指及包括但不限於隔聲鰭、自動讀錶櫃(構成「屋苑公用地方與設施」之部分除外)(現於「公契」所夾附的「GROUND FLOOR PLAN」圖則標註為「AUTOMATIC METER READING CUPBOARD」，以資識別)、電纜管道(構成「屋苑公用地方與設施」之部分除外)、電纜管道房、簷篷、公用遊樂區、有蓋園景區、罩屋(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)、附屬於「住宅大廈」的外牆、平台(構成「屋苑公用地方與設施」之部分除外)、「氣體錶前的氣體喉管」(專門服務「政府屋宇」的「氣體錶前的氣體喉管」之該或該等部分除外)、「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、電錶房的高位、工字樑、草坪、升降機、升降機大堂、升降機機房、升降機槽、升降機井底坑、主天台、非結構預製外牆(現於「公契」所夾附的圖則標註為「Ⓟ」，以資識別)、「休憩空間」(構成「屋苑公用地方與設施」之部分除外)、行人出入口、管道槽(構成「屋苑公用地方與設施」之部分除外)、管道房(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)、基座平台天台、伸出物、庇護間、垃圾及物料回收室、有蓋行人通道的天面、樓梯(構成「屋苑公用地方與設施」之部分除外)、電訊電纜管道房、電訊機房、根據「該租契」條款第3.29(c)條提供的上落客貨停車位(現於「公契」所夾附的「GROUND FLOOR PLAN」圖則標註為「LOADING AND UNLOADING BAY」，以資識別)、洗手間(構成「屋苑公用地方與設施」之部分除外)、煤氣豎管、花棚、上層天台、通風管道房、通風管、空隙(構成「屋苑公用地方與設施」之部分除外)、牆壁上的整流罩、構成「住宅大廈公用地方與設施」之部分的花槽及草坪下方的防水膜連同該防水膜的附屬管道、排水渠及設施、加闊的公用走廊

Pecked Green Lines on the plans annexed to the DMC), voids (other than those forming part of the Residential Block Common Areas and Facilities), waterproof membrane beneath the planters forming part of the Estate Common Areas and Facilities together with ancillary pipes, drains and facilities of such waterproof membrane, working platforms, the Items and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured ORANGE, ORANGE HATCHED BLACK and ORANGE CROSS HATCHED BLACK and shown edged in PECKED GREEN LINES (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, acoustic fins, automatic meter reading cupboard (other than those forming part of the Estate Common Areas and Facilities) (which, for the purpose of identification only, is marked "AUTOMATIC METER READING CUPBOARD" on the GROUND FLOOR PLAN annexed to the DMC), cable duct (other than those forming part of the Estate Common Areas and Facilities), cable duct room, canopies, communal play areas, covered landscaped area, dog houses (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), external walls pertaining to the Residential Block, flat roofs (other than those forming part of the Estate Common Areas and Facilities), Gas Pipe Before Meter (excluding such part(s) of the Gas Pipe Before Meter which serve(s) the Government Accommodation exclusively), Greenery Area (other than those forming part of the Estate Common Areas and Facilities), guard counter, high level of electrical meter room, I-beam, lawn, lifts, lift lobbies, lift machine room, lift shafts, lift pits, main roof, non-structural prefabricated external walls (which, for the purpose of identification, are shown marked "Ⓟ" on the plans annexed to the DMC), Open Space (other than those forming part of the Estate Common Areas and Facilities), pedestrian entrance, pipe ducts (other than those forming part of the Estate Common Areas and Facilities), pipe rooms (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), podium roof, projection, refuge areas, refuse storage and material recovery rooms, roof of covered walkway, staircases (other than those forming part of the Estate Common Areas and Facilities), telecom cable duct room, telecommunication rooms, the space for the loading and unloading of motor vehicles as provided under Clause 3.29(c) of the said lease (which, for the purpose of identification only, is marked "LOADING AND UNLOADING BAY" on the GROUND FLOOR PLAN annexed to the DMC), toilet (other than those forming part of the Estate Common Areas and Facilities), town gas pipe risers, trellis, upper roof, vent duct room, vent pipe, voids (other than those forming part of the Estate Common Areas and Facilities), wall cowls, waterproof membrane beneath the planters and lawn forming part of the Residential Block Common Areas and Facilities together with ancillary pipes, drains and facilities of such waterproof membrane, wider common corridors and lift lobbies (which, for the purpose of identification, are shown marked "Ⓦ" on the plans annexed to the DMC), and any other areas, systems, devices and facilities provided or

及升降機大堂(現於「公契」所夾附的圖則標註為「Ⓦ」,以資識別)以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體提供服務的任何其他地方、系統、裝置與設施,即現於「公契」所夾附並經「認可人士」核實為準確的圖則以棕色、棕色加黑斜線及棕色加黑交叉斜線顯示(只要該等地方、系統、裝置及設施可辨識)以資識別的範圍,以及「房委會」可隨時按照「公契」及任何「副公契」(如有)指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施(在「訪客停車位」根據「公契」的規定被指定為額外的「住宅大廈公用地方與設施」之後,亦包括「訪客停車位」),但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬任何「公共事業公司」及電訊及廣播服務供應商的裝置和「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方,以及「住宅大廈」內只為個別「業主」提供服務的設施。

installed in the Residential Block and intended to serve the Residential Block as a whole, which for the purpose of identification only, are shown coloured BROWN, BROWN HATCHED BLACK and BROWN CROSS HATCHED BLACK (insofar as such areas, systems, devices and facilities are identifiable) on 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 the HA (including the Visitors' Car Parking Spaces after the designation of the Visitors' Car Parking Spaces as additional Residential Block Common Areas and Facilities in accordance with the provisions of the DMC) in accordance with the DMC and any Sub-DMC (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within any part of the Residential 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 any part of the Residential Block serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
4樓 – 41樓 4/F – 41/F	1, 4	44 / 35,603
	2	61 / 35,603
	3, 6, 15	60 / 35,603
	7, 8, 13	58 / 35,603
	9, 12	43 / 35,603
	10, 11	42 / 35,603
	14	69 / 35,603
4樓 – 34樓 4/F – 34/F	5, 16	59 / 35,603

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.

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兩個部分：-

(a) 第一部分須分為於「公契」第54(a)條所列出的3個分部分。

(b) 第二部分須涵蓋於「公契」第54(b)條所列出的開支，

但受制於「公契」第54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 as 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 2 parts:-

(a) The first part shall be divided into 3 sections as set out in Clause 54(a) of the DMC.

(b) The second part shall cover expenditure as set out in Clause 54(b) of the DMC,

subject to the provisos as contained in Clause 54 of the DMC.

(2) The number of Management Shares allocated to each residential property in the Development is as follows:

樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
4樓 – 41樓 4/F – 41/F	1, 4	44 / 35,593
	2	61 / 35,593
	3, 6, 15	60 / 35,593
	7, 8, 13	58 / 35,593
	9, 12	43 / 35,593
	10, 11	42 / 35,593
	14	69 / 35,593
4樓 – 34樓 4/F – 34/F	5, 16	59 / 35,593

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房委會客務中心內之居屋銷售小組開放時間內免費查閱，並可於房委會就出售昭明苑所指定的互聯網網站內閱覽。

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

16 批地文件的摘要
Summary of Land Grant

位於將軍澳市地段第133號之香港房屋委員會(下稱「承租人」，如語意容許，亦包括其繼承人或受讓人)之發展項目的政府租契(下稱「該租契」)日期為2022年2月8日。

1 **該發展項目位於將軍澳市地段第133號(下稱「該地段」)。**

2 **「該地段」的批租年期為50年，由2022年2月8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：**

(a) 「承租人」(僅就「該租契」條款第3.13條而言，不包括「承租人」的受讓人)須：

(i) 在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前(或「署長」可批准的其他延長時期內)，按「署長」批准的方式、材料、標準、水平、定線及設計自費以各方面均令「署長」滿意的方式進行下列工程：

(I) 鋪設及平整在「該租契」的附圖(下稱「附圖」)上以綠色顯示的未來公共道路部分(下稱「綠色範圍」)；以及

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 Tseung Kwan O Town Lot No. 133 ("the said lease") is dated the 8th day of February 2022.

1 **The Development is situated on Tseung Kwan O Town Lot No. 133 ("the Lot").**

2 **The Lot is granted for a term of 50 years ("Lease Term") commencing from the 8th day of February 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:**

(a) The Lessee (which expression for the purpose of Clause No. 3.13 of the said lease only shall not include the Lessee's assigns) shall:

(i) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot (or such other extended period as may be approved by the Director), at its own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form that portion of future public roads shown coloured green on the plan annexed to the said lease (hereinafter referred to as "the Plan") (hereinafter referred to as "the Green Area"); and

(II) 按「署長」以其全權酌情要求，提供及興建指定橋樑、隧道、上跨路、下通路、暗渠、高架道路、天橋、行人路、道路或其他指定構築物(以下統稱「該等構築物」)

以便在「綠色範圍」建造建築物及供車輛和行人通行；

(ii) 在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前(或「署長」可批准的其他延長時期內)，以令「署長」滿意方式自費在「綠色範圍」鋪設路面、路邊石及渠道及按「署長」要求提供集水渠、污水渠、排水渠、消防栓連同連駁至總水喉管的管道、街燈、交通標誌、街道設施及道路標記；以及

(iii) 自費保養「綠色範圍」連同「該等構築物」及在該範圍之上或之內建造、安裝及提供的所有構築物、路面、集水渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以令「署長」滿意，直至按「該租契」條款第3.14條指定交還「綠色範圍」的管有權為止。

(b) 倘若「承租人」未能在指定的期限內履行「該租契」條款第3.13(a)條規定的責任，政府可進行必要的工程，費用須由「承租人」承擔，「承租人」須應要求向政府支付相等於該工程費用的金額，該金額由「署長」決定，「署長」的決定為最終決定，並對「承租人」具約束力。

(c) 政府毋須對「承租人」履行「該租契」條款第3.13(a)條規定的責任或政府根據「該租契」條款第3.13(b)條行使權利或其他情況所導致或附帶產生並對「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。

6 「該租契」條款第3.17條訂明：

除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」的建築物或其任何部分作私人住宅及「該租契」條款第3.26(a)條提述的「政府屋宇」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。

7 「該租契」條款第3.19(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，

(i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交一份圖則供運輸及房屋局常任秘書長(房屋)書面批准，該圖則須標示將會於「該地段」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

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

(ii) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot (or such other extended period as may be approved by the Director), at its own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road makings as the Director may require; and

(iii) maintain at its own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Clause No. 3.14 of the said lease.

(b) In the event of the non-fulfilment of the Lessee's obligations under Clause No. 3.13(a) of the said lease within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.13(a) of the said lease or the exercise of the rights by the Government under Clause No. 3.13(b) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

6 Clause No. 3.17 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 the Government Accommodation referred to in Clause No. 3.26(a) of the said lease and 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.

7 Clause No. 3.19(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) The Lessee shall at its own expense submit to the Permanent Secretary for Transport and Housing (Housing) for his written approval a plan indicating such portion or portions of the Lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision

他運輸及房屋局常任秘書長(房屋)可全權酌情要求或指定的資料(包括但不限於「綠化範圍」的建築工程的位置及詳情) (該建議書連同圖則下稱「綠化建議書」) 。運輸及房屋局常任秘書長(房屋)就「綠化建議書」內何謂綠化及「該地段」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。上述獲運輸及房屋局常任秘書長(房屋)批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.19(c)條而言，「建築工程」應根據《建築物條例》、任何其下的規例及任何修訂法例而界定。

(ii) 「承租人」須根據獲批的「獲批准綠化建議書」自費實施及完成「綠化範圍」的建築工程，並在及後以在所有方面令運輸及房屋局常任秘書長(房屋)滿意的方式對其作出保養。除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，否則不得對「獲批准綠化建議書」或標示「綠化範圍」的圖則作出修訂、改動、更改、修改或取代。

(iii) 除非得到運輸及房屋局常任秘書長(房屋)的事先書面批准，於「獲批准綠化建議書」內顯示的「綠化範圍」須被指定為「該租契」條款第3.27(a)(vi)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。

8 「該租契」條款第3.20條訂明：

「承租人」須自費以令「署長」及食物環境衞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。

9 「該租契」條款第3.21條訂明：

(a) 「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。

(b) 在不損害「該租契」條款第3.21(a)條的規定的原則下，「承租人」須保育及不得砍伐、移除或干擾於「附圖」顯示並標註為「T0001」而品種為細葉榕的樹木，並須在整個「批租年期」期間自費以各方面均令「署長」滿意的方式維持及保養該樹木於健壯的狀態。

(c) 除非獲得「署長」事先書面同意，否則不得在「附圖」上以粉紅色加綠斜線顯示的範圍上、上方、之上、下、之下或之內興建或建造任何建築物或構築物或為任何建築物或構築物而設的支撐。

of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Transport and Housing (Housing) may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the Permanent Secretary for Transport and Housing (Housing) as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Transport and Housing (Housing) is hereinafter referred to as "the Approved Greenery Submission". For the purpose of Clause No. 3.19(c) of the said lease, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(ii) The Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Transport and Housing (Housing). No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Transport and Housing (Housing).

(iii) Except with the prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.27(a)(vi) 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.

8 Clause No. 3.20 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.

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

(a) 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.

(b) Without prejudice to the provisions of Clause No. 3.21(a) of the said lease, the Lessee shall preserve and shall not fell, remove or interfere with the tree being Ficus Microcarpa shown and marked on the Plan as "T0001" and shall at its own expense and in all respects to the satisfaction of the Director keep and maintain the said tree in a healthy condition throughout the Lease Term.

(c) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed on, over, above, under, below or within the area shown coloured pink hatched green on the Plan.

10 **「該租契」條款第3.22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1,670平方米的休憩空間，且不得使用、准許或容許他人使用該休憩空間作供「該地段」已建或擬建的建築物的住客及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。「署長」就何謂休憩空間作出的決定為最終決定及對「承租人」具約束力。

(b) 根據「該租契」條款第3.22(a)條提供的休憩空間須被指定為「該租契」條款第3.27(a)(vi)條所指的「公用地方」並成為其中一部分。

11 **「該租契」條款第3.23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。

12 **「該租契」條款第3.25條訂明：**

(a) 除於「該租契」條款第3.25(b)條、第3.25(c)條及第3.25(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：

(i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」(按下文定義)；

(ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其全權及絕對酌情權提名購買該「住宅單位」的人士；

(iii) 已遵從及遵守「承租人」以其全權及絕對酌情權施加的所有要求、條款及條件(包括繳付行政費(如被要求時))；

10 **Clause No. 3.22 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 1,670 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.

(b) The open space provided in accordance with Clause No. 3.22(a) of the said lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.27(a)(vi) of the said lease.

11 **Clause No. 3.23 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.

12 **Clause No. 3.25 of the said lease stipulates that:**

(a) Except as provided in Clauses Nos. 3.25(b), 3.25(c) and 3.25(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:

(i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser (as defined hereafter);

(ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such residential flat;

(iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its sole and absolute discretion are observed and complied with;

(iv) 每份根據「該租契」條款第3.25(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3.25條所載的條款及條件限制；以及

(v) 倘若「業主」於「首次轉讓契據」(按下文定義) 日期起計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)。

(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3.25(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3.25(d)條向「承租人」繳付「補價」後，「該租契」條款第3.25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3.25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3.24(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3.25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；

(iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of Clause No. 3.25(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. 3.25 of the said lease; and

(v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of 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) 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. 3.25(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. 3.25(d) of the said lease, Clause No. 3.25 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. 3.25 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. 3.24(a) of the said lease; and for the purpose of Clause No. 3.25 of the said lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;

(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；

(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3.25(c)條、第3.25(e)條及第3.25(g)條有相反規定，「承租人」根據「該租契」條款第3.25條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

13 「該租契」條款第3.26(a)條及第3.26(i)條訂明：

(a) 除「該租契」條款第3.26(b)條及第3.26(c)條另有規定外，「承租人」須自費及以在所有方面使「署長」滿意及良好的工作方式於「該地段」興建、建造、提供及保養由一間總樓面面積為不少於380平方米的長者鄰舍中心所組成的政府、機構及社區設施(該屋宇(包括根據「該租契」條款第3.26(b)條及第3.26(c)條進行的更改、改動、加建、擴展或改善工程)連同其他由「署長」完全酌情決定(其決定為最終決定及對「承租人」具約束力)為該屋宇專屬的任何地方、設施、服務設施及裝置，統稱「政府屋宇」)。就「該租契」條款第3.26(a)條而言，如何構成一間長者鄰舍中心由社會福利署署長決定，其決定為最終決定及對「承租人」具約束力。

(i) (i) 受限於「該租契」條款第3.27(a)(ii)(I)條所述財政司司長法團(即根據《財政司司長法團條例》、任何其下的規例和任何修訂條例成立的單一法團(下稱「該法團」；如語意容許，亦包括其繼承人及受讓人))的任何分擔，「承租人」在整個「批租年期」期間須自費保養以下項目(以下統稱「該等項目」)，並在所有方面令「署長」滿意：

(I) 非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道/樓板，以及任何其他該「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；

(II) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；

(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) "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. 3.25(c), 3.25(e) and 3.25(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. 3.25 of the said lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

13 Clauses Nos. 3.26(a) and 3.26(i) of the said lease stipulate that:

(a) Subject to Clauses Nos. 3.26(b) and 3.26(c) of the said lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising a neighbourhood elderly centre having a total gross floor area of not less than 380 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.26(b) and 3.26(c) of the said lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation"). For the purpose of Clause No. 3.26(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a neighbourhood elderly centre shall be final and binding on the Lessee.

(i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) as referred to in Clause No. 3.27(a)(ii)(I) of the said lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(I) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;

(III) 構成為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備(包括但不限於可攜及不可攜的防火裝置裝備)；以及

(IV) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的公共部分及設施。

(ii) 「承租人」須就「承租人」未有保養「該等項目」所引致(不論是直接或間接引致的) 或與「承租人」未有保養「該等項目」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) 向政府及「該法團」作出彌償，並使政府及「該法團」持續得到彌償。

(iii) 僅就「該租契」條款第3.26(i)條而言，「承租人」一詞不包括「該法團」。

(iv) 就「該租契」條款第3.26(i)條而言，倘若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。

(v) 倘若「承租人」及「該法團」沒有達成共識，「署長」就有關「政府屋宇」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。

14 **「該租契」條款第3.29條訂明：**

(a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：

(i) 供停泊根據《道路交通條例》及其下的規例或任何修訂法例(下稱「《道路交通條例》」) 獲發牌並屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的汽車(電單車和貨車除外) 的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為57，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米(根據「該租契」條款第3.29(a)(iii)條保留及指定的停車位除外)；

(ii) 供停泊根據「《道路交通條例》」獲發牌並屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為6，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；

(iii) 在根據「該租契」第3.29(a)(i)條提供的停車位當中，須保留及指定2個停車位供停泊根據「《道路交通條例》」界定的傷殘人士並屬於「該地段」已建或擬建的建築物的住客及其真正賓客和訪客的汽車。該等提供的停車位須位於建築事務監督或運輸及房屋局常任秘書長(房屋)書面批准的該或該等位置及水平，並且該等提供的停車位尺寸須由建築事務監督或運輸或房屋局常任秘書長(房屋) 全權酌情決定；以及

(II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;

(III) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and

(IV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.

(ii) The Lessee shall indemnify and keep indemnified the Government and FSI 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 failure of the Lessee to maintain the Items.

(iii) For the purpose of Clause No. 3.26(i) of the said lease only, the expression "Lessee" shall exclude FSI.

(iv) For the purpose of Clause No. 3.26(i) of the said lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.

(v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

14 **Clause No. 3.29 of the said lease stipulates that:**

(a) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director:

(i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 57 and except for the spaces reserved and designated in accordance with Clause No. 3.29(a)(iii) of the said lease, each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

(ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 6 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;

(iii) out of the spaces provided under Clause No. 3.29(a)(i) of the said lease, 2 spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) and of such dimension as shall be determined by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) at his sole discretion; and

(iv) 供停泊根據「《道路交通條例》」獲發牌並屬於「該地段」已建或擬建的建築物的住客的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為5，而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米。

(b) 根據「該租契」條款第3.29(a)(i)條、第3.29(a)(ii)條、第3.29(a)(iii)條及第3.29(a)(iv)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「署長」滿意的方式提供及維持一個供根據「《道路交通條例》」獲發牌的汽車作上落客貨用途的停車位和一個供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途和供垃圾收集車作裝卸用途的停車位各別的數目不得改變。除非另行獲得「署長」的書面同意，每個就此提供供汽車作上落客貨用途的停車位的尺寸最少須為 3.5米寬及11.0米長而樓底高度最少須為4.7米，須供「該地段」已建或擬建的建築物的住客使用及不得用作與「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。除非另行獲得「署長」的書面同意，每個就此提供供垃圾收集車作裝卸用途的停車位的尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.7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) 就計算「該租契」條款第3.18(a)條所指的總樓面面積而言，根據「該租契」條款第3.29(a)條及第3.29(c)條提供並位於「該地段」內的停車位及任何其他為該等停車位而設的部分(包括但不限於升降機大堂、樓梯平台、行人通道、機動和流通區及機房) 不應該納入計算，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。

15 「該租契」條款第3.30(f)條至第3.30(i)條訂明：

(f) 就「該租契」條款第3.30(e)條而言，「承租人」須促致或促使他人促致一份或多份標示根據「該租契」條款第3.29(a)條及第3.29(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(下稱「停車場布局圖」)的知識產權擁有人同意「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士查閱、使用、複印、修訂、披露及傳布「停車場布局圖」及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途。

(g) 「承租人」現接受及確認「承租人」根據「該租契」條款第3.30(e)條及第3.30(f)條給予的同意將在「批租年期」屆滿或提前終止後繼續有效並對「承租人」具約束力。

(iv) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the bona fide guests and visitors of the residents of the building or buildings erected or to be erected on the Lot and, unless the Director otherwise consents in writing, the number of spaces shall be 5 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(b) The spaces provided in accordance with Clauses Nos. 3.29(a)(i), 3.29(a)(ii), 3.29(a)(iii) and 3.29(a)(iv) of the said lease shall not be used for any purpose other than for the respective purposes set out in the said Clauses Nos. 3.29(a)(i), 3.29(a)(ii), 3.29(a)(iii) and 3.29(a)(iv) 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 car cleaning and beauty services.

(c) The Lessee shall provide and maintain within the Lot to the satisfaction of the Director one space for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and one space for the loading and unloading of refuse collection vehicles. The respective numbers of spaces to be provided for the loading and unloading of motor vehicles and for the loading and unloading of refuse collection vehicles as aforesaid shall not be varied unless the Director otherwise consents in writing. Each of the space(s) so provided for the loading and unloading of motor vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres, shall be for the use of the residents of the building or buildings erected or to be erected on the Lot 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. Each of the space(s) so provided for the loading and unloading of refuse collection vehicles shall, unless the Director otherwise consents in writing, have a minimum dimension of 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.

(d) For the purpose of calculating the total gross floor area stipulated in Clause No. 3.18(a) of the said lease, there shall not be taken into account the spaces provided within the Lot in accordance with Clauses Nos. 3.29(a) and 3.29(c) of the said lease and any other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces as to which the decision of the Director shall be final and binding on the Lessee.

15 Clauses Nos. 3.30(f) to 3.30(i) of the said lease stipulate that:

(f) For the purpose of Clause No. 3.30(e) of the said lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of a plan or plans indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Clauses Nos. 3.29(a) and 3.29(c) of the said lease (hereinafter referred to as "the Car Park Layout Plans") to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(g) The Lessee hereby accepts and acknowledges that the consent given under Clauses Nos. 3.30(e) and 3.30(f) of the said lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.

(h) 對於履行或未有履行「承租人」在「該租契」條款第3.30(a)條、第3.30(b)條、第3.30(c)條、第3.30(d)條及第3.30(f)條之責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「署長」、政府、其人員、承辦商、代理、工人及其他獲上述任何人士授權的人士在行使「該租契」條款第3.30(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3.30(e)(i)條就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府就所導致(不論是直接或間接導致的) 或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致) 毋須負責，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。

(i) 對於履行或未有履行「承租人」在「該租契」條款第3.30(a)條、第3.30(b)條、第3.30(c)條、第3.30(d)條及第3.30(f)條下之責任；或對於「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。

16 「該租契」條款第3.33條訂明：

(a) 在「該地段」展開任何工程之前，「承租人」必須先諮詢香港鐵路有限公司(下稱「港鐵公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或鐵路(鐵路據《香港鐵路條例》第2 條定義)(以下分別稱「鐵路」及「港鐵條例」) 之安全運作(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取「港鐵公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作安全。就「該租契」條款第3.33(a)條而言，「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建築工程。

(b) 「承租人」須遵守及履行一切當其時有效並關乎「鐵路」之條例(包括但不限於「港鐵條例」和《九廣鐵路公司條例》)、附例及規例及任何修訂法例。

(c) 「承租人」須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接「鐵路」或其附近的任何建築物的任何部分提出的一切要求。

(d) 「承租人」須允許「署長」及「港鐵公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、車輛、機器或設備進出、往返及再經過「該地段」或其任何部分和已建於其上的任何建築物，以進行工程及進行與「鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」或其獲正式授權的人員、傭工及承辦商毋須就其行使「該租契」條款第3.33(d)

(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. 3.30(a), 3.30(b), 3.30(c), 3.30(d) and 3.30(f) of the said lease; any omission or mistake in the Car Park Layout Plans; the exercise by the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Clause No. 3.30(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. 3.30(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. 3.30(a), 3.30(b), 3.30(c), 3.30(d) and 3.30(f) of the said lease; or any omission or mistake in the Car Park Layout Plans.

16 Clause No. 3.33 of the said lease stipulates that:

(a) Prior to the commencement of any works whatsoever on the Lot, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance (hereinafter referred to as "the Railway" and "the MTR Ordinance" respectively) (as to which the decision of the Director shall be conclusive), and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway. For the purpose of Clause No. 3.33(a) of the said lease, "works" shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.

(b) The Lessee shall observe and comply with all Ordinances, including but not be limited to the MTR Ordinance and the Kowloon-Canton Railway Corporation Ordinance, By-laws and Regulations for the time being in force and relating to the Railway and any amendments thereto.

(c) The Lessee shall at its own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.

(d) The Lessee shall permit the Director and the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director or his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the right

條所賦予的權利所產生或附帶產生而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且「承租人」不得就任何損失、損害、滋擾或干擾向他或他們提出索償。

(e) 在「港鐵條例」第 2條所定義的「經營權有效期」以外的任何時間，九廣鐵路公司 (下稱「九鐵公司」) 須經營「港鐵條例」第2條所定義的「九鐵公司鐵路」(下稱「九鐵鐵路」) ，並且僅限於「九鐵鐵路」但非進一步或其他方面而言，「該租契」條款第3.33(a)條至第3.33(d)條所指的「港鐵公司」和「鐵路」應(如適用) 分別指「九鐵公司」和「九鐵鐵路」。

17 「該租契」條款第3.34條訂明：

(a) 除非事先得到「署長」書面同意，否則不得在「附圖」上以粉紅色加黑斜線顯示及標記為「Drainage Reserve Area」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，但已經或將會在「渠務專用範圍」上、上方、下面、之上、之下或之內豎立、興建或放置的圍牆連同基座、燈柱連同附連的基座和電纜管道、花槽、硬地鋪裝地區、排水管道、沙井及集水井除外(上述構築物以下統稱「渠務專用範圍構築物」)。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。「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「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3.34(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「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，「署長」有權以書面通知要求「承租人」自費以各方面均令「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，「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。

(c) 政府、「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、「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3.34(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「署長」的要求, 於

conferred under Clause No. 3.33(d) of the said lease and no claim shall be made against him or them by the Lessee in respect of any loss, damage, nuisance or disturbance.

(e) At any time outside the Concession Period as defined under section 2 of the MTR Ordinance, the Kowloon-Canton Railway Corporation (hereinafter referred to as "KCRC") shall operate the KCRC Railway as defined under section 2 of the MTR Ordinance (hereinafter referred to as "the KCRC Railway"), and in so far as the KCRC Railway is concerned but not further or otherwise, any reference to the Corporation and the Railway in Clauses Nos. 3.33(a) to 3.33(d) of the said lease shall where appropriate mean KCRC and the KCRC Railway respectively.

17 Clause No. 3.34 of the said lease stipulates that:

(a) Except with the prior written consent of the Director, no building, structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the areas of drainage reserve shown coloured pink hatched black and marked "Drainage Reserve Area" on the Plan (hereinafter referred to as "the Drainage Reserve Areas") other than fence walls with footing, lamp poles with associated footing and cable ducts, planters, hard paved areas, drainage pipes, manholes and catchpits, which are erected or constructed or placed or to be erected or constructed or placed on, over, under, above, below or within the Drainage Reserve Areas (which structures are hereinafter collectively referred to as "the DRA Structures"). No vehicles except those that can be readily driven away shall be parked on or within the Drainage Reserve Areas. The decision of the Director as to whether the vehicles can be readily driven away shall be final and binding on the Lessee.

(b) Except for the DRA Structures, no object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities (referred to in Clause No. 3.34(c) of the said lease) shall be placed within the Drainage Reserve Areas. Where in the opinion of the Director (whose opinion shall be final and binding upon the Lessee), there are objects or material within the Drainage Reserve Areas which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Lessee, at the Lessee's expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Areas. 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 may carry out such removal, demolition and reinstatement works as he may consider necessary and the Lessee shall pay to the Government on demand the cost of such works.

(c) There is reserved unto the Government and the Director, 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 Areas 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, 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. 3.34(c) of the said lease, the Lessee shall at its own expense if so required by the Director carry out within such time limit as may be

「署長」施加的時限內，由「承租人」自費以在所有方面使「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「署長」要求的時限內完成上述的拆卸或清除工程，「署長」可立即執行和進行拆卸或清除工程，「承租人」須按「署長」要求即時向「署長」償還因此產生的費用。除非事先獲得「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「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3.34條而言) 須被視為其中一項「渠務專用範圍構築物」。

(e) 政府、「署長」、其人員、承辦商及工人毋須對政府或上述人士行使「該租契」條款第3.34(b)條、第3.34(c)條及第3.34(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。

18 「該租契」條款第3.35條訂明：

(a) 「承租人」確認截至「該租契」日期當日，「附圖」上以黑色虛線為界顯示及標記為「Protection Zone of Sewerage Tunnel」以資識別的範圍內建有一條現有污水隧道(該污水隧道及該範圍分別下稱「污水隧道」及「保護區」)，在該範圍之下、下方及之內經過。「保護區」內不得進行打樁、爆石、鑽挖及地樁工程。渠務署署長有充分權利和權力在向「承租人」發出不少於14 天的書面通知(緊急情況除外，就此渠務署署長的決定為最終決定並對「承租人」具約束力) 後，鋪設、興建、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、變更、保養、重新興建和翻新「污水隧道」或經過及通過「污水隧道」或「保護區」下面或之內的已經或將豎立的其他裝置或構築物或上述「污水隧道」以及「保護區」下面或之內的已經或將豎立的其他裝置或構築物或兩者，並且進行渠務署署長可依其絕對酌情認為合適或必要的任何其他工程。就上述目的，渠務署署長、其人員、工人或任何其他獲渠務署署長授權的人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制地隨時進出、往返及或再經過「該地段」或其任何部分。

(b) 「保護區」內不得豎立建築物或構築物或其任何部分及不得進行任何地段勘測工程(以下統稱「保護區工程」)，除非得到渠務署署長的事先書面批准及除非和直至「承租人」已自費：-

imposed by the Director 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, the Director may forthwith execute and carry out the demolition or removal works and the Lessee shall on demand pay to the Director the cost thereof. Except with the prior written consent of the Director, none of the DRA Structures may be reinstated or a new structure or structures erected or constructed within the Drainage Reserve Areas in substitution for the DRA Structures or any of them or any part of them but in the event of the Director 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. 3.34 of the said lease) be deemed to be one of the DRA Structures.

(e) The Government, the Director, 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. 3.34(b), 3.34(c) and 3.34(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.

18 Clause No. 3.35 of the said lease stipulates that:

(a) The Lessee acknowledges that as at the date of the said lease there is an existing sewerage tunnel constructed and running under, below and within the area shown edged by a black pecked line and marked “Protection Zone of Sewerage Tunnel” for identification purpose only on the Plan (the said sewerage tunnel and the said area are hereinafter referred to as “the Sewerage Tunnel” and “the Protection Zone” respectively). No piling, blasting, drilling and anchoring works shall be carried out within the Protection Zone. The Director of Drainage Services shall have the full right and power, upon giving to the Lessee not less than fourteen days’ written notice (save in case of emergency in respect of which the Director of Drainage Services’s decision shall be final and binding on the Lessee), to lay, construct, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, alter, maintain, reconstruct and renew the Sewerage Tunnel or other installations or structures erected or to be erected across, through, under or within the Sewerage Tunnel or the Protection Zone or both, and carry out any other works which the Director of Drainage Services may in his absolute discretion deem fit or necessary and the Director of Drainage Services, his officers, workmen and any other person authorised by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purposes aforesaid.

(b) No building or buildings or structure or structures or any part thereof shall be erected and no work for any ground investigation (hereinafter collectively referred to as “the Protection Zone Works”) shall be carried out within the Protection Zone except with the prior written approval of the Director of Drainage Services and unless and until the Lessee shall have at its own expense:-

(i) 顯示「保護區工程」不會對「污水隧道」引起任何不當壓力或撞擊，在所有方面令渠務署署長滿意(其對於不當壓力或影響的決定為最終決定，並對「承租人」具約束力)；

(ii) 如渠務署署長要求，實行渠務署署長為保護「污水隧道」而訂定的措施，在所有方面令渠務署署長滿意；以及

(iii) 如渠務署署長要求，提交監察「保護區工程」對「污水隧道」之影響的建議書並就該建議書取得渠務署署長的事先書面批准。

(c) 「保護區工程」或其任何部分不得對「污水隧道」引起任何不當壓力或撞擊或其他方面影響「污水隧道」，就此渠務署署長的決定為最終決定並對「承租人」具約束力。在整個「保護區工程」期間，「承租人」須監察「保護區工程」對「污水隧道」之影響，並應渠務署署長不時可依其絕對酌情要求，向渠務署署長提交所有該等監察工程的數據和資料及有關詮釋。

(d) 任何渠務署署長認為 (其意見為最終意見及對「承租人」具約束力) 是由「承租人」或其工人、代理、承辦商或次承辦商或其人員或工人對「污水隧道」(不論是位於「保護區」之內或之外) 或任何已經或將在其內或在「保護區」內豎立的任何裝置或構築物或服務所造成的損失、損害、滋擾或干擾，須由「承租人」在渠務署署長指明的時間內自費修復，並在各方面均令渠務署署長滿意。如「承租人」未能在渠務署署長指明的時間內進行必要的工程以修復該等損失、損害、滋擾或干擾並在各方面均令渠務署署長滿意，或在緊急情況下(就此渠務署署長的決定為最終決定並對「承租人」具約束力)，渠務署署長有權進行必要的工程，費用由「承租人」承擔，而「承租人」須按要求向渠務署署長支付該等工程的費用，該金額由渠務署署長決定，其決定為最終決定並對「承租人」具約束力。

(e) 對於「污水隧道」或已經或將在「污水隧道」或「保護區」或兩者之內豎立的任何其他裝置或構築物的存在，對於履行或未有履行「承租人」在「該租契」條款第3.35(a)條至第3.35(d)條之責任，或對於其任何一方在行使「該租契」條款第3.35(a)條及第3.35(d)條賦予的權利或其他情況，政府、渠務署署長、其人員及工人就所導致或附帶產生並對「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、滋擾或干擾向上述任何一方提出索償。

(f) 「承租人」須就「該租契」條款第3.35(e)條提述的任何損失、損害、滋擾或干擾所引致 (不論是直接或間接引致的)或與之相關的一切責任、損失、損害、開支、索償、費用、支出、要求、法律行動及訴訟 (不論任何及如何引致) 向政府、渠務署署長、其人員及工人作出彌償，並使其持續得到彌償。

(i) demonstrated that the Protection Zone Works will not induce any undue stress or impact on the Sewerage Tunnel in all respects to the satisfaction of the Director of Drainage Services whose decision as to the meaning of undue stress or impact shall be conclusive and binding on the Lessee;

(ii) if required by the Director of Drainage Services, implemented measures for the protection of the Sewerage Tunnel as may be stipulated by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services; and

(iii) if required by the Director of Drainage Services, submitted and obtained the prior written approval of the Director of Drainage Services to the proposals for monitoring the effects of the Protection Zone Works on the Sewerage Tunnel.

(c) The Protection Zone Works or any part thereof shall not induce any undue stress or impact on or otherwise affect the Sewerage Tunnel, as to which the decision of the Director of Drainage Services shall be final and binding on the Lessee. Throughout the duration of the Protection Zone Works, the Lessee shall monitor the effects of the Protection Zone Works on the Sewerage Tunnel and submit to the Director of Drainage Services such data and information on all such monitoring works together with interpretation thereon as the Director of Drainage Services may from time to time in his absolute discretion require.

(d) Any loss, damage, nuisance or disturbance whatsoever which in the opinion of the Director of Drainage Services (whose opinion shall be final and binding on the Lessee) has been caused by the Lessee or its workmen, agents, contractors or sub-contractors, or its or their officers or workmen to the Sewerage Tunnel (whether located within or outside the Protection Zone), or any installations or structures or services erected or to be erected therein or within the Protection Zone shall be made good by the Lessee at its own expense within the period specified by and in all respects to the satisfaction of the Director of Drainage Services. If the Lessee shall fail to carry out the necessary works for making good such loss, damage, nuisance or disturbance whatsoever within the period specified by and in all respects to the satisfaction of the Director of Drainage Services, or in case of emergency (in respect of which the decision of the Director of Drainage Services shall be final and binding on the Lessee), the Director of Drainage Services shall have the right to carry out the necessary works at the cost of the Lessee who shall pay to the Director of Drainage Services on demand a sum equal to the cost thereof, such sum to be determined by the Director of Drainage Services whose determination shall be final and binding on the Lessee.

(e) The Government, the Director of Drainage Services, its or their officers and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the presence of the Sewerage Tunnel or any other installations or structures erected or to be erected within the Sewerage Tunnel or the Protection Zone or both, the fulfilment or non-fulfilment of the Lessee's obligations under Clauses Nos. 3.35(a) to 3.35(d) of the said lease, the exercise by any of them of the rights conferred under Clauses Nos. 3.35(a) and 3.35(d) of the said lease or otherwise, and no claim whatsoever shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(f) The Lessee shall indemnify and keep indemnified the Government, the Director of Drainage Services, its or their officers and workmen from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the loss, damage, nuisance or disturbance whatsoever referred to in Clause No. 3.35(e) of the said lease.

19 **「該租契」條款第3.36條訂明：**

(a) 「承租人」現確認「該地段」可能受山泥傾瀉和巨石下墜的危害所影響，包括因天然山坡性質而在「該地段」範圍以外產生的危害。

(b) 當天然山坡出現塌方時，「承租人」須准許「署長」、其人員、承辦商、工人及任何其他獲其授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制地進出、往返及再經過「該地段」或其任何部分或已建或擬建於其上的任何建築物，以視察和進行任何「署長」認為需要的並跟天然山坡的塌方有關的工程。

(c) 政府和「署長」毋須對「承租人」或任何其他人士，不論是否因「署長」行使「該租契」條款第3.36(b)條所賦予的權利而有權進入「該地段」及進行視察及進行工程所產生或附帶產生而造成或使「承租人」或任何其他人蒙受的任何損失、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「署長」或獲其授權的人士提出索償或賠償。

20 **「該租契」條款第4.2條訂明：**

「承租人」須就任何違反「該租契」的條款和契諾所引致(不論是直接或間接引致的) 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，並使政府持續得到彌償。

21 **「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。

22 **「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。

19 **Clause No. 3.36 of the said lease stipulates that:**

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

(b) The Lessee shall upon failure of natural terrain permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting and carrying out any works in connection with the failure of the natural terrain which the Director may consider necessary.

(c) Neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the exercise by the Director of the right of entry and the inspecting and carrying out of any works under Clause No. 3.36(b) of the said lease and the Lessee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance.

20 **Clause No. 4.2 of the said lease stipulates that:**

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 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.

21 **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.

22 **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.

23 **「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 (不論任何或如何引致) 向政府、其代理及承辦商作出彌償，並使政府、其代理及承辦商持續得到彌償。

(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。

24 **「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。

25 **「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椿，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椿進行定期保養及監察，並在「署長」不時依其絕對酌情認為需要時提供上述此類監察工程的報告和資料給「署長」，如「承租人」不理會或未能進行上述要求的定期監察工程，「署長」可隨即執行及進行所需的定期監察工程，而「承租人」須按要求時償還給政府該等工程的費用。

23 **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, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies provided in the 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.

24 **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.

25 **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.

26 **「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。

27 **「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」或其任何部分或「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者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「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者或任何「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「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者或任何「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。

26 **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.

27 **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 or the Green Area or both the Lot or any part thereof and the Green Area (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 the Green Area or both the Lot or any part thereof and the Green Area 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 the Green Area or both the Lot or any part thereof and the Green Area 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.

28 **「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「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「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)自行負責並向政府及其人員作出彌償，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「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

29 **「該租契」條款第4.11條訂明：**

(a) 「承租人」須在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前，根據「該租契」條款第4.11(b)條提述的獲批准「自動讀錶外站建議書」和《水務設施條例》、任何其下的規例及任何修訂法例，自費以各方面均令水務監督(根據《水務設施條例》、任何其下的規例及任何修訂法例而界定)滿意的方式在「該地段」上或其任何部分或在「該地段」上已建或擬建的任何建築物內提供及安裝水務監督可全權酌情要求的一個或多個外站連同設施及配套設備，以作食水供應自動讀錶用途(上述該或該等外站連同設施及配套設備以下統稱「自動讀錶外站」)。

(b) 「承租人」須自費以各方面均令水務監督滿意的方式向水務監督提交或促使他人提交多份為提供及安裝「自動讀錶外站」而擬備的建議書(下稱「自動讀錶外站建議書」)供水務監督書面批准，當中須載有(除其他事項外)水務監督可全權酌情要求的該等資料及詳情，包括但不限於：

28 **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 such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

29 **Clause No. 4.11 of the said lease stipulates that:**

(a) The Lessee shall on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot, at the Lessee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the Lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in Clause No. 4.11(b) of the said lease and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

(i) 一份顯示「自動讀錶外站」位置的布局圖；

(ii) 為建造「自動讀錶外站」的設計、布局及設施的詳情；以及

(iii) 被指定或將被指定用作容納「自動讀錶外站」及方便視察及保養「自動讀錶外站」而提供的範圍或空間之詳情。

(c) 在水務監督根據「該租契」條款第4.11(b)條對「自動讀錶外站建議書」作出書面批准之前，不得在「該地段」上展開提供或安裝「自動讀錶外站」的工程。根據在「該租契」條款第4.11(b)條下獲批的「自動讀錶外站建議書」所安裝的「自動讀錶外站」下稱「獲批准自動讀錶外站」。

(d) 「承租人」須自費以各方面均令水務監督滿意的方式運作、保養及維修「獲批准自動讀錶外站」，使其處於修繕妥當及運作良好的狀態，直至「獲批准自動讀錶外站」按「該租契」條款第4.11(g)條交付予水務監督的時候為止。

(e) 在容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間上、上方、之上、下、之下或之內，不得豎立或放置任何可能妨礙或干擾對「獲批准自動讀錶外站」作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料(不論性質為何)。倘若水務監督認為(其意見為最終意見，並對「承租人」具約束力)在容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間上、上方、之上、下、之下或之內豎立或放置了有可能妨礙或干擾對「獲批准自動讀錶外站」作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料，水務監督有權以書面通知要求「承租人」自費以各方面均令水務監督滿意的方式在通知書訂明的限期內拆卸或移除該等構築物、物件或物料，並恢復容納「獲批准自動讀錶外站」及方便視察及保養「獲批准自動讀錶外站」而提供的範圍或空間。

(f) 如「承租人」沒有履行其在「該租契」條款第4.11(a)條、第4.11(d)條或第4.11(e)條的責任，水務監督可進行必須的工程，費用由「承租人」承擔，「承租人」須按要求向水務監督支付該等工程的費用，該金額由水務監督決定，其決定為最終決定，並對「承租人」具約束力。

(g) 「承租人」須應要求將「獲批准自動讀錶外站」或其中任何被要求的「獲批准自動讀錶外站」在水務監督以書面指明的日期交付予水務監督，及在任何情況下，「獲批准自動讀錶外站」須被視為已由「承租人」於房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期交付予水務監督。

(h) 「承租人」須在整個「批租年期」期間的所有時候允許水務監督、其人員、承辦商、代理、其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、機器或汽車，為以下目的自由及不受限制地進出、往返及或再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物：

(i) a layout plan showing the locations of the AMR Outstations;

(ii) details of the design, layout and equipment for building up the AMR Outstations; and

(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the Lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under Clause No. 4.11(b) of the said lease. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under Clause No. 4.11(b) of the said lease are hereinafter referred to as "the Approved AMR Outstations".

(d) The Lessee shall at its own expense and in all respects to the satisfaction of the Water Authority operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Clause No. 4.11(g) of the said lease.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Lessee), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Lessee, at the Lessee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

(f) In the event of non-fulfilment of the Lessee's obligations under Clauses Nos. 4.11(a), 4.11(d) or 4.11(e) of the said lease, the Water Authority may carry out the necessary works at the cost of the Lessee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Lessee.

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Lessee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Lessee on the date of issue of the Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot.

(h) The Lessee shall at all times throughout the Lease Term permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

(i) 視察、檢查及監管「承租人」根據「該租契」條款第4.11(a)條、第4.11(d)條及第4.11(e)條而須進行的任何工程；

(ii) 根據「該租契」條款第4.11(f)條進行任何工程；以及

(iii) 在「獲批准自動讀錶外站」或其中任何該等「獲批准自動讀錶外站」根據「該租契」條款第4.11(g)條交付予水務監督之後，視察、檢查、運作、保養、維修、更新、拆卸、移除、更換及重新提供「獲批准自動讀錶外站」或其中任何「獲批准自動讀錶外站」及水務監督認為必須的任何其他工程。

(i) 對於履行「承租人」在「該租契」條款第4.11(a)條、第4.11(d)條及第4.11(e)條下之任何責任，或對於政府、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士行使「該租契」條款第4.11(f)條及第4.11(h)條賦予的任何權利或其他情況，政府、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士就所導致或附帶產生並對「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、滋擾或干擾向上述任何一方提出索償。

(j) 對於「獲批准自動讀錶外站」的提供、安裝、運作及維修或行使「該租契」條款第4.11(f)條及第4.11(h)條賦予的任何權利，「承租人」須就所引致(不論是直接或間接引致的)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、水務監督、其人員、承辦商、代理、其工人及其他獲水務監督授權的人士作出彌償，並使其持續得到彌償。

30 「該租契」條款第5.3條訂明：

(a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得任何上述人正式授權的人士均獲保留權利讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務，藉通過或經過「該地段」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、佔用人和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5.3(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

(i) inspecting, checking and supervising any works required to be carried out by the Lessee under Clauses Nos. 4.11(a), 4.11(d) and 4.11(e) of the said lease;

(ii) carrying out any works under Clause No. 4.11(f) of the said lease; and

(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Clause No. 4.11(g) of the said lease and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of any of the Lessee's obligations under Clauses Nos. 4.11(a), 4.11(d) and 4.11(e) of the said lease or the exercise of any of the rights under Clauses Nos. 4.11(f) and 4.11(h) of the said lease or otherwise, and no claim whatsoever shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(j) The Lessee shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under Clauses Nos. 4.11(f) and 4.11(h) of the said lease.

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

(a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the 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. 5.3(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

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

(c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

31 「該租契」條款第5.5條訂明：

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

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. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

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

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

註：

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

Notes:

1. Since 1 July 2022, the Secretary for Transport & Housing has been changed to the Secretary for Housing.
2. Since 1 July 2022, the Permanent Secretary for Transport & Housing (Housing) has been changed to the Permanent Secretary for Housing.
3. For full details of the above provisions and other provisions in the 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 HOS Sales Unit at the HA Customer Service Centre.

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

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「綠色範圍」

(i) 批地文件的有關條文

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

「該租契」條款第3.13條訂明：

(a) 「承租人」(僅就「該租契」條款第3.13條而言，不包括「承租人」的受讓人) 須：

(i) 在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前 (或「署長」可批准的其他延長時期內)，按「署長」批准的方式、材料、標準、水平、定線及設計自費以各方面均令「署長」滿意的方式進行下列工程：

(I) 鋪設及平整在「該租契」的附圖 (下稱「附圖」)上以綠色顯示的未來公共道路部分 (下稱「綠色範圍」)；以及

(II) 按「署長」以其全權酌情要求，提供及興建指定橋樑、隧道、上跨路、下通路、暗渠、高架道路、天橋、行人路、道路或其他指定構築物 (以下統稱「該等構築物」)

以便在「綠色範圍」建造建築物及供車輛和行人通行；

(ii) 在房屋署的總建築師就「該地段」上已建或擬建的建築物發出「完工證明書」的日期或之前 (或「署長」可批准的其他延長時期內)，以令「署長」滿意方式自費在「綠色範圍」鋪設路面、路邊石及渠道及按「署長」要求提供集水渠、污水渠、排水渠、消防栓連同連駁至總水喉管的管道、街燈、交通標誌、街道設施及道路標記；以及

(iii) 自費保養「綠色範圍」連同「該等構築物」及在該範圍之上或之內建造、安裝及提供的所有構築物、路面、集水渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以令「署長」滿意，直至按「該租契」條款第3.14條指定交還「綠色範圍」的管有權為止。

(b) 倘若「承租人」未能在指定的期限內履行「該租契」條款第3.13(a)條規定的責任，政府可進行必要的工程，費用須由「承租人」承擔，「承租人」須應要求向政府支付相等於該工程費用的金額，該金額由「署長」決定，「署長」的決定為最終決定，並對「承租人」具約束力。

(c) 政府毋須對「承租人」履行「該租契」條款第3.13(a)條規定的責任或政府根據「該租契」條款第3.13(b)條行使權利或其他情況所導致或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他

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

1. THE GREEN 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. 3.13 of the said lease stipulates that:

(a) The Lessee (which expression for the purpose of Clause No. 3.13 of the said lease only shall not include the Lessee's assigns) shall:

(i) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot (or such other extended period as may be approved by the Director), at its own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form that portion of future public roads shown coloured green on the plan annexed to the said lease (hereinafter referred to as "the Plan") (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

(ii) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department in respect of the building or buildings erected or to be erected on the Lot (or such other extended period as may be approved by the Director), at its own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road makings as the Director may require; and

(iii) maintain at its own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Clause No. 3.14 of the said lease.

(b) In the event of the non-fulfilment of the Lessee's obligations under Clause No. 3.13(a) of the said lease within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Lessee.

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under Clause No. 3.13(a) of the said

人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任，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。

(ii) 「公契」的有關條文

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

i. 根據「公契」第四節第20(ay)條，「經理人」有權力、職能和責任維修、彌補及修復因「工程」對「該土地」或「綠色範圍」(「該租契」條款第4.9條所述) 或「該土地」或其任何部分及「綠色範圍」兩者或任何「服務設施」(「該租契」條款第4.9條所述) 所造成的任何損壞、干擾或阻礙，使地政總署署長滿意。

2. 政府、機構和社區設施

(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. 「該租契」條款第3.26(a)條至第3.26(e)條及第3.26(h)條至第3.26(j)條訂明：

(a) 除「該租契」條款第3.26(b)條及第3.26(c)條另有規定外，「承租人」須自費及以在所有方面使「署長」滿意及良好的工作方式於「該地段」興建、建造、提供及保養由一間總樓面面積為不少於380平方米的長者鄰舍中心所組成的政府、機構及社區設施(該屋宇(包括根據「該租契」條款第3.26(b)條及第3.26(c)條進行的更改、改動、加建、擴展或改善工程) 連同其他由「署長」完全酌情決定(其決定為最終決定及對「承租人」具約束力) 為該屋宇專屬的任何地方、設施、服務設施及裝置，統稱「政府屋宇」)。就「該租契」條款第3.26(a)條而言，如何構成一間長者鄰舍中心由社會福利署署長決定，其決定為最終決定及對「承租人」具約束力。

(b) 在整個「批租年期」內，「署長」以及依據《財政司司長法團條例》、任何其下的規例和任何修訂法例成立的名為財政司司長法團的單一法團(下稱「該法團」；如語意容許，亦包括其繼承人及受讓人) 在根據「該租契」條款第3.26(d)條獲轉讓「政府屋宇」後(就「該租契」條款第3.26(b)條而言，不包括其受讓人) 將擁有全權及可無須經「承租人」贊同或批准：

lease or the exercise of the rights by the Government under Clause No. 3.13(b) of the said lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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

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

i. Pursuant to Clause 20(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to repair, make good and reinstate any damage, disturbance or obstruction caused to the said land or the Green Area referred to in Clause No. 4.9 of the said lease or both the said land or any part thereof and the Green Area referred to in Clause No. 4.9 of the said lease or any of the Services referred to in Clause No. 4.9 of the said lease in any manner arising out of the Works, to the satisfaction of the Director of Lands.

2. GOVERNMENT, INSTITUTION AND COMMUNITY FACILITIES

(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. Clauses Nos. 3.26(a) to 3.26(e) and 3.26(h) to 3.26(j) of the said lease stipulate that:

(a) Subject to Clauses Nos. 3.26(b) and 3.26(c) of the said lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising a neighbourhood elderly centre having a total gross floor area of not less than 380 square metres (which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.26(b) and 3.26(c) of the said lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation". For the purpose of Clause No. 3.26(a) of the said lease, the decision of the Director of Social Welfare as to what constitutes a neighbourhood elderly centre shall be final and binding on the Lessee.

(b) Throughout the Lease Term the Director and, in addition, upon assignment of the Government Accommodation to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to Clause No. 3.26(d) of the said lease, FSI (which for the purposes of Clause No. 3.26(b) of the said lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:

(i) 改變或更改「政府屋宇」或其任何部分的用途；

(ii) 更改「政府屋宇」或其任何部分的總樓面面積；以及

(iii) 進行建築工程，包括但不限於「署長」認為為行使「該租契」條款第3.26(b)(i) 條及第3.26(b)(ii)條賦予的權利而須進行的改建、變更、加建、擴展或改善工程，不論進行有關工程是否需要工具、裝備、設備及機械

現同意及聲明，政府、「署長」及「該法團」毋須對「署長」或「該法團」為行使「該租契」條款第3.26(b)條賦予的權力所導致的或附帶的對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「該法團」提出任何索償。

(c) 除「該租契」條款第3.26(b)條另有規定外，「承租人」根據「該租契」條款第3.26(d)條將「政府屋宇」或其任何部分轉讓予「該法團」前，除非得到「署長」事先書面同意，否則「承租人」不得改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。

(d) 「承租人」須應「署長」的要求，自費而不收任何費用，以空置管有、無產權負擔或受制於現有租約或特許證或兩者 (如有) 的情況下，按「署長」指定的條款及條件，將「該租契」條款第3.26(e)條指明的不分割份數或其任何部分，連同獨有使用、佔用和享用「政府屋宇」或其有關部分的權利，轉讓予「該法團」。

(e) 根據「該租契」條款第3.26(d)條轉讓予「該法團」的屬於整個「該地段」的不分割份數的數目將由「署長」按照「政府屋宇」所佔的總樓面面積與所有已建或擬建於「該地段」內的建築物的總樓面面積的比例而訂定，「署長」就這方面訂定的數目為最終決定，並對「承租人」具約束力。

(h) 「署長」在「政府屋宇」根據「該租契」條款第3.26(d)條轉讓之前，有權於任何時間要求，而「承租人」須按要求及「署長」可認為合適的條款及條件將「政府屋宇」或「署長」所要求的「政府屋宇」的部分的空置管有權交予政府供其獨有使用、佔用和營運。

(i) **(i)** 受限於「該租契」條款第3.27(a)(ii)(I)條所述的「該法團」的任何分擔，「承租人」在整個「批租年期」期間須自費保養以下項目 (以下統稱「該等項目」)，並在所有方面令「署長」滿意：

(I) 非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道/樓板，以及任何其他該「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；

(i) to alter or vary the use of the Government Accommodation or any part thereof;

(ii) to vary the gross floor area of the Government Accommodation or any part thereof; and

(iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under Clauses Nos. 3.26(b)(i) and 3.26(b)(ii) of the said lease

and it is agreed and declared in the said lease that the Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under Clause No. 3.26(b) of the said lease.

(c) Subject to Clause No. 3.26(b) of the said lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to Clause No. 3.26(d) of the said lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.

(d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in Clause No. 3.26(e) of the said lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.

(e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with Clause No. 3.26(d) of the said lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the Lot. The determination of the Director in this respect shall be final and binding on the Lessee.

(h) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Clause No. 3.26(d) of the said lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.

(i) **(i)** The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.27(a)(ii)(I) of the said lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items") :

(I) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;

(II) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的升降機、自動梯及樓梯；

(III) 構成為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備(包括但不限於可攜及不可攜的防火裝置裝備)；以及

(IV) 所有為「政府屋宇」及「該地段」上的發展項目的餘下部分而設的公共部分及設施。

(ii) 「承租人」須就「承租人」未有保養「該等項目」所引致(不論是直接或間接引致的)或與「承租人」未有保養「該等項目」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)向政府及「該法團」作出彌償，並使政府及「該法團」持續得到彌償。

(iii) 僅就「該租契」條款第3.26(i)條而言，「承租人」一詞不包括「該法團」。

(iv) 就「該租契」條款第3.26(i)條而言，倘若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。

(v) 倘若「承租人」及「該法團」沒有達成共識，「署長」就有關「政府屋宇」是否獨立式的決定為最終決定及對「承租人」及「該法團」具約束力。

(j) 儘管「該租契」條款第3.26(d)條有所規定，「承租人」須應「署長」的要求，及按照「署長」可能決定的其他條款及條件，以象徵式的租金將「政府屋宇」或其任何部分分租予「該法團」或「署長」不時提名的其他人士。

ii. 「該租契」條款第3.27(a)(ii)(I)條至第3.27(a)(ii)(III)條訂明：

(a) 「公契」須按「署長」批准或要求以指定形式及包括指定條款，其中特別包括以下條款：

(I) (A) 「該法團」作為「政府屋宇」的業主須負責其保養及管理事宜，但無須負責保養及管理「該地段」上發展項目的其餘部分；

(B) 「該法團」作為「政府屋宇」的業主須就實際供「政府屋宇」使用或由該處的佔用人、其傭工、承辦商、代理或訪客使用的設施或服務支付管理及保養費。然而，「該法團」的責任將由政府產業署署長或「署長」就此提名的人士釐定，且於任何情況下均不得超過根據「政府屋宇」所佔總樓面面積與已建或擬建於「該地段」

(II) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;

(III) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and

(IV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.

(ii) The Lessee shall indemnify and keep indemnified the Government and FSI 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 failure of the Lessee to maintain the Items.

(iii) For the purpose of Clause No. 3.26(i) of the said lease only, the expression "Lessee" shall exclude FSI.

(iv) For the purpose of Clause No. 3.26(i) of the said lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.

(v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

(j) Notwithstanding Clause No. 3.26(d) of the said lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

ii. Clauses Nos. 3.27(a)(ii)(I) to 3.27(a)(ii)(III) of the said lease stipulate that:

(a) the DMC must be in a form and contain the provisions which the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:

(I) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the Lot;

(B) FSI as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors Provided however that the liability of FSI shall be as determined by the Government Property Administrator or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or

上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由「政府屋宇」或其有關部分的轉讓契據的日期起計。此外，除非及直至政府產業署署長或「署長」就此提名的人士已經以書面批准有關管理及保養費金額，「該法團」將無須對管理及保養費承擔繳付責任；以及

(C) 「該法團」作為「政府屋宇」的業主無須就發展項目任何其他部分 (不論是否「該租契」條款第3.27(a)(vi)條所指的「公用地方」或其他) 攤付任何管理及保養費，亦無須就政府產業署署長或「署長」就此提名的人士認為並非直接服務或以其它方式惠及「政府屋宇」的任何設施或服務的提供攤付任何管理及保養費；

(II) 「該法團」無須繳付以下費用：

(A) 管理費按金；

(B) 資本設備基金，事前經由政府產業署署長或「署長」就此提名的人士批准而確實服務「政府屋宇」或由該處佔用人、其傭工、承辦商、代理或訪客使用的設施及服務相關的資本償還除外；

(C) 「政府屋宇」相關的保險保費；

(D) 裝修泥頭清理費；

(E) 逾期未繳管理及保養費的罰款；

或同類付款；

(III) 「該法團」、其承租人、租戶、特許持有人、獲其授權的人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權的權益：

(A) 「政府屋宇」享有庇護、支撐物及保護的權利；

(B) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於「批租年期」內於「該地段」的任何部分及「該地段」上的發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；

(C) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施 (下稱「政府屋宇服務」) 的權利，而無須向「承租人」支付任何費用。但是，在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及

to be erected on the Lot and shall only commence from the date of the Assignment of the Government Accommodation or the relevant part(s) thereof and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose; and

(C) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether the Common Areas referred to in Clause No. 3.27(a)(vi) of the said lease or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation;

(II) FSI shall not be liable for any payment of:

(A) management deposits;

(B) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors;

(C) insurance premium in respect of the Government Accommodation;

(D) debris removal fee;

(E) penalty charges on late payment of management and maintenance charges;

or payment of a like nature;

(III) FSI, its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements:

(A) the right of shelter support and protection for the Government Accommodation;

(B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Lease Term laid on or running through any part of the Lot and any part of the development on the Lot;

(C) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Lessee Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is

足夠的預防措施，以確保不會對「該地段」內或附屬於「該地段」或其任何部分而並非專門服務「政府屋宇」的服務及設施造成損壞；

(D) 為正確地使用及享用「政府屋宇」或其任何部分的目的通行及再通行、進出、往返及使用「該租契」條款第3.27(a)(vi)條中所指的「公用地方」，以及使用和享用「該地段」內或其任何部分或「該地段」上發展項目的任何公用設施的權利；

(E) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶汽車、機械、設備、物料及機器進入「該地段」或「該地段」上發展項目的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、加建及改建工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、改建、改道、更改、重鋪及還原工程；

(F) 遵照「署長」要求，享有暢通無阻進出「政府屋宇」的通行權；

(G) 在「政府屋宇」或其任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入「該地段」或其任何部分或其上的發展項目任何部分的通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；

(H) 通往固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；

(I) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、柱、樑、天花、天台板、行車道/樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該地段」或「該地段」上的發展項目任何部分的相關通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料；以及

(J) 「署長」視為必要或恰當的其他權利、特權及地役權。

caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Government Accommodation;

(D) the right to go pass and repass over and along and to use the Common Areas referred to in Clause No. 3.27(a)(vi) of the said lease and to use and receive the benefit of any common facilities within the Lot or any part thereof or the development thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;

(E) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the development on the Lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;

(F) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;

(G) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Lot or any part thereof or any part of the development thereon with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(I) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the development on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material; and

(J) such other rights privileges and easements as may be deemed necessary or desirable by the Director.

(ii) 「公契」的有關條文

除在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，以下用詞各自的定義如下：

「政府屋宇」指現已或將會按照「該租契」條款第3.26(a)條於「該土地」及「屋苑」提供或興建的該等政府、機構及社區設施(包括該處按照「該租契」條款第3.26(b)條及第3.26(c)條的規定進行的改動、改建、加建、擴建或改善工程)，該等設施包含「長者鄰舍中心」，以及地政總署署長絕對酌情決定(其決定為最終決定及對所有「業主」具約束力)為該處專用的任何其他範圍、設施、服務及裝置。在「公契」簽立的日期，「政府屋宇」於「公契」所夾附並經「認可人士」核實為準確的「GROUND FLOOR PLAN」及「PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN」以靛藍色顯示，以資識別；

「該等項目」指「該租契」條款第3.26(i)(i)條中定義的「該等項目」，包括(i)屬於非獨立式的「政府屋宇」的外部飾面，及所有牆、柱、橫樑、天花板、天台樓板、行車道/樓板，以及任何其他屬「政府屋宇」、「政府屋宇」以內、周圍、內部、上方及以下的其他結構性元素；(ii)所有為「政府屋宇」及「屋苑」餘下部分而設的升降機、自動梯及樓梯；(iii)構成為「政府屋宇」及「屋苑」餘下部分而設的系統的一部分的所有屋宇設施裝置、設備及裝備(包括但不限於可攜及不可攜的防火裝置裝備)；以及(iv)所有為「政府屋宇」及「屋苑」餘下部分而設的公用部分及設施；

「長者鄰舍中心」指「該租契」條款第3.26(a)條中提述的長者鄰舍中心，並構成「政府屋宇」的一部分(該長者鄰舍中心現於「公契」所夾附並經「認可人士」核實為準確的「GROUND FLOOR PLAN」及「PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN」以靛藍色顯示，以資識別)。

ii. 根據「公契」第四節第16(a)條，「政府屋宇」(但非「屋苑」餘下部分)須由「該法團」作為「政府屋宇」的「業主」管理及保養。

iii. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條另有規定，「經理人」須按「政府屋宇」的「業主」的要求，對專門服務「政府屋宇」的服務、設施及裝置進行保養。但是，「政府屋宇」的「業主」須付還「經理人」於進行該保養所支付的費用，前提是除非及直至「經理人」已遞交費用估算連同證明文件及「政府屋宇」的「業主」認為必需的任何其他相關資料，而「政府屋宇」的「業主」須已書面批准該費用估算及「經理人」將進行的保養工程，否則不得進行該保

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

"Government Accommodation" shall mean such government, institution and community facilities comprising the Neighbourhood Elderly Centre provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause No. 3.26(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses Nos. 3.26(b) and 3.26(c) of the said lease) and together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners) which, for the purpose of identification only, is/are, as at the date of the DMC, shown coloured INDIGO on the GROUND FLOOR PLAN and PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

"Items" shall mean the Items as defined in Clause No. 3.26(i)(i) of the said lease which shall include (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

"Neighbourhood Elderly Centre" shall mean the neighbourhood elderly centre referred to in Clause No. 3.26(a) of the said lease, and which forms part of the Government Accommodation (which said neighbourhood elderly centre, for the purpose of identification only, is coloured INDIGO on the GROUND FLOOR PLAN and PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person).

ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation but not the remainder of the Estate shall be managed and maintained by F.S.I. as the Owner of the Government Accommodation.

iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance, on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation

養。然而，「經理人」為履行「公契」第四節第16(b)條下的責任所引致的費用及支出須與「管理支出」分開，而不得影響該「管理支出」包括其他「業主」應繳的「經理人報酬」。

iv. 根據「公契」第四節第17條，「該等項目」須由「經理人」管理及保養。所有「業主」(作為「政府屋宇」的「業主」的「該法團」除外) 須就「經理人」未有管理及保養「該等項目」所引致 (不論任何及如何引致及不論是直接或間接引致的) 或與「經理人」未有管理及保養「該等項目」相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟向「該法團」及「政府」作出彌償，並使「該法團」及「政府」持續得到彌償。

v. 根據「公契」第六節第38(d)條，儘管「公契」第六節第38(a)條另有規定，由「政府屋宇」被轉讓予「該法團」的日期開始，「該法團」作為「政府屋宇」的「業主」須支付相關月費。然而，就確實及直接服務、惠及或供「政府屋宇」的「業主」、該處的佔用人、其傭工、承辦商、代理或訪客使用的「政府屋宇」的範圍、設施、服務及「該等項目」而言，該費用的金額由政府產業署署長或地政總署署長就此提名的人士決定，但該責任在任何情況下不得超過根據「政府屋宇」「管理份數」佔「屋苑」整體「管理份數」的比例計算的百分比。但是，除非及直至該金額已獲政府產業署署長或其代名人或其他由地政總署署長就此提名的人士書面批准，否則「該法團」不對任何月費承擔繳付責任。為免存疑，「公契」第六節第48(b)條並不受「公契」所述的任何事項影響。

vi. 根據「公契」第六節第48(a)條，儘管「公契」另有規定，「該法團」作為「政府屋宇」的「業主」不須繳付以下費用：

(i) 「公契」第六節第35(a)條所指的管理費按金；

(ii) 「公契」第六節第35(b)條所指的「特別基金」及資本設備基金（如有）（資本支出的償還除外），必須事前及在招致繳付該費用的責任之前經由政府產業署署長或其提名人或地政總署署長就此提名的其他人士決定及書面批准而確實及必須直接服務或惠及「政府屋宇」或由「政府屋宇」的「業主」、該處佔用人、其傭工、承辦商、代理或訪客使用的範圍、設施及服務及「該等項目」，但該責任不得超過根據「政府屋宇」「管理份數」佔「屋苑」整體「管理份數」的比例計算的百分比，及為免存疑，根據「公契」第六節第48(a)(ii)條而須繳付的任何分擔或費用從「政府屋宇」被轉讓予「該法團」的日期開始(包括該日)才須繳付；

(iii) 「政府屋宇」相關的保險保費；

(iv) 裝修泥頭清理費；

considers necessary, and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager, and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under Clause 16(b) of Section IV of the DMC shall be separated from the Management Expenses and shall not affect the Management Expenses including the manager's remuneration payable by the other Owners.

iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising, whether directly or indirectly out of or in connection with the failure of the Manager to manage and maintain the Items.

v. Pursuant to Clause 38(d) of Section VI of the DMC, notwithstanding the provisions of Clause 38(a) of Section VI of the DMC, as from and including the date of assignment of the Government Accommodation to F.S.I., F.S.I. as the Owner of the Government Accommodation shall pay the monthly sum in respect thereof PROVIDED THAT the sum shall be as determined by the G.P.A. or other person nominated by the Director of Lands for this purpose in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupier thereof, its servants, contractors, agents or visitors but which liability in any event shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT F.S.I. shall incur no liability for payment of any monthly sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee or other person nominated by the Director of Lands for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.

vi. Pursuant to Clause 48(a) of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:

(i) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;

(ii) contribution to the Special Fund referred to in Clause 35(b) of Section VI of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be determined and approved in writing by G.P.A. or its nominee or other person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred, in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate and for the avoidance of doubt, any contribution or payment under Clause 48(a)(ii) of Section VI of the DMC shall only be payable from and including the date of assignment of the Government Accommodation to the F.S.I.;

(iii) insurance premium in respect of the Government Accommodation;

(iv) debris removal fee;

(v) 逾期或未繳管理及保養費的利息、罰款、收取管理及保養費之手續費等；

或同類付款。

vii. 根據「公契」第六節第48(b)條，為免存疑，除「該租契」條款第3.27(a)(ii)(I)條另有規定外，「該法團」作為「政府屋宇」的「業主」，沒有責任攤付與「該土地」及「屋苑」其餘部分有關的任何管理及保養費用，尤其是沒有責任繳付「屋苑」的「公用地方與設施」及「該等項目」引起的任何管理及保養費用。「該法團」作為「政府屋宇」的「業主」亦獲豁免遵從任何裝修規則 (如有) 及使用房委會 (作為第一業主) 或經理人提名的任何保養或服務承辦商。

viii. 根據「公契」第七節第63(a)條，儘管「公契」另有規定，「該法團」作為「政府屋宇」的「業主」不須就「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「該等項目」或其它)的任何管理及保養的攤付費用承擔責任，並無須對政府產業署署長或地政總署署長就此提名的人士認為並非直接服務或以其它方式直接惠及「政府屋宇」的設施或服務的提供承擔責任。此外，根據「公契」的條款，「政府屋宇」的「業主」無須對「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「該等項目」或其它) 的任何管理及保養費用承擔繳付的責任，除非及直至「政府屋宇」的「業主」，或 (倘若「政府屋宇」的「業主」為「該法團」) 政府產業署署長或其提名人或地政總署署長就此提名的人士事先書面批准該金額，惟「政府屋宇」的「業主」的該責任不得超過「政府屋宇」的「管理份數」數目對「屋苑」的總「管理份數」之比例。

ix. 根據「公契」附表二A部第4條：

(a) 「公契」豁免並保留給「政府」、地政總署署長及在「政府屋宇」根據「該租契」條款第3.26(d)條轉讓予「該法團」(就「公契」附表二A部第4(a)條而言，「該法團」不包括其受讓人)後，全權及可無須經「房委會」、「業主」或「經理人」贊同或批准或同意行使「公契」附表二A部第4(a)條所載的權利，即以其絕對酌情權於任何時候更改或修訂「政府屋宇」或其任何部分的用途及總樓面面積，以及攜帶或不攜帶工具、設備、機械及機器進行建築工程 (包括但不限於地政總署署長認為有需要進行的改建、變更、加建、擴展或改善工程)。「政府」、地政總署署長及「該法團」不須對地政總署署長或「該法團」為行使「公契」附表二A部第4(a)條賦予的權力所導致的或附帶的對「房委會」或任何「業主」或「經理人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「房委會」或任何「業主」亦不得就任何損失、損害、滋擾或干擾向政府、地政總署署長或「該法團」提出任何索償。

(v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges;

or payment of a like nature.

vii. Pursuant to Clause 48(b) of Section VI of the DMC, for the avoidance of doubt, save and except as provided under Clause No. 3.27(a)(ii)(I) of the said lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards any management and maintenance charges in respect of the remainder of the said land and the Estate and, in particular, shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.

viii. Pursuant to Clause 63(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or other person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation, and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC, unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate.

ix. Pursuant to Clause 4 in Part A of the Second Schedule to the DMC:

(a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause No. 3.26(d) of the said lease, F.S.I. (which, for the purpose of Clause 4(a) in Part A of the Second Schedule to the DMC, shall not include its assigns) the absolute right to alter or vary, in their absolute discretion at any time, the use and the gross floor area of the Government Accommodation or any part thereof and to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Lands with or without tools, equipment, plant and machinery to effect the right as aforesaid in Clause 4(a) in Part A of the Second Schedule to the DMC, without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to in Clause 4(a) in Part A of the Second Schedule to the DMC.

(b) 除上述的權利及特權外，「該法團」、其承租人、租戶、被許可人、獲其授權的人士及「政府屋宇」現任「業主」及佔用人擁有下列權利、特權及地役權的權益：

(i) 「政府屋宇」享有庇護、支撐物及保護的權利；

(ii) 讓氣體、電力、食水、污水、空調、電話及所有其他服務任何時候自由透過現時或於批租年期內於「該土地」的任何部分及「屋苑」任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；

(iii) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而無須向「房委會」或「業主」支付任何費用，亦無須獲得「經理人」或「業主」任何批准或同意。但是，在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對「該土地」內或附屬於「該土地」或其任何部分而並非專門服務「政府屋宇」的服務及設施造成損壞；

(iv) 為正確地使用及享用「政府屋宇」或其任何部分的目的，通行及再通行、進出、往返及使用「公用地方與設施」或其任何部分及於「GROUND FLOOR PLAN」及「PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN」以紫色加黑方格顯示並位於「停車場」內的範圍，以及為正確地使用及享用「政府屋宇」或其任何部分的目的，使用和享用「該土地」內或其任何部分或其上的「屋苑」的任何公用設施的權利；

(v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶汽車、機械、設備、物料及機器進入「該土地」或「屋苑」的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、加建、改建及其他工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、加建、改建、改道、更改、重鋪、還原及其他工程；

(vi) 遵照地政總署署長要求，享有暢通無阻進出「政府屋宇」的通行權；

(vii) 在「政府屋宇」或「該法團」認為合適的任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及

(b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner(s) and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements :-

(i) the right of shelter, support and protection for the Government Accommodation;

(ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;

(iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Authority or the Owners and without having to obtain the approval or consent of the Manager or the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the said land or any part thereof which are not serving exclusively the Government Accommodation;

(iv) the right to go pass and repass over and along and to use the Common Areas and Facilities or any part thereof and the areas coloured VIOLET SQUARED BLACK on the GROUND FLOOR PLAN and the PODIUM FIRST MEZZANINE FLOOR & PODIUM FIRST FLOOR PLAN in the Car Park in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the said land or any part thereof or the Estate thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;

(v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement and other works to the Government Accommodation Services or any part thereof;

(vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;

(vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access

進入「該土地」或其任何部分或其上的「屋苑」任何部分的通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；

(viii) 通往固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；

(ix) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、柱、樑、天花、天台板、行車道/樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該土地」或「屋苑」任何部分的相關通行權，不論是否連同傭工、工人及其他人，及不論是否攜帶機械、設備、機器及物料；以及

(x) 根據「該租契」條款第3.27(a)(ii)(III)(J)條，地政總署署長視為必要或恰當的其他權利、特權及地役權。

(c) 任何根據「公契」附表二A部第4條行使的地役權、權利及特權不須受限於「經理人」或「房委會」或「業主」的任何准許、批准或同意。

x. 根據「公契」附表二B部第(a)條，各「不分割份數」及持有、使用、佔用和享用「屋苑」的有關部分的專有權是受限於「經理人」的全權及特權在發出通知書(緊急情況除外) 後，於所有合理時間單獨或聯同代理人、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身) 或任何「公用地方與設施」或上述範圍內任何污水渠、排水渠、水道、電纜、水管、泵、水缸、電線或服務設施或任何使用於或安裝於「該土地」及「屋苑」或其任何部分，以作為供「該土地」及「屋苑」享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或服務之必要維修工程，或以消減任何上述範圍內的危害或滋擾，以及概括而言為行使「公契」或「副公契」(如有) 訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復，倘若因「經理人」、其工人、承辦商及代理人之疏忽、蓄意或刑事行為造成任何損壞「經理人」必須自費修妥，並須盡量減低滋擾。但是，如「經理人」根據「公契」附表二B部第(a)條行使其進入權只為保養及維修的目的進入有關「政府屋宇」或其任何部分，「經理人」須獲得「該法團」或政府產業署署長或其代名人的事先批准 (緊急狀況除外) ，「經理人」須對任何對「政府屋宇」造成的損壞而產生的所有費用及支出負責。

over the said land or any part thereof or any part of the Estate thereon, with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation, or any part thereof, on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the Estate with or without servants, workmen and others and with or without plant, equipment, machinery and material; and

(x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause No. 3.27(a)(ii)(III)(J) of the said lease.

(c) Any exercise of the easements, rights and privileges under Clause 4 in Part A of the Second Schedule to the DMC shall not be subject to any permission, approval or consent of the Manager or the Authority or the Owners.

x. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold, use, occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager, with or without agents, surveyors, workmen and others, at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself), or any of the Common Areas and Facilities, or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein, or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment, or to abate any hazard or nuisance and, generally, for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-DMC (if any), causing as little disturbance as possible, and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall, at its own costs and expenses, make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents, and ensure that the least disturbance is caused AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager requires the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

3. 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「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「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) 自行負責並向政府及其人員作出彌償，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「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 「公契」的有關條文

除在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20(j)(1)條第及第20(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；

3. 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 such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

(ii) 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 20(j)(1) and 20(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) 不論位於「該土地」邊界範圍內、相鄰土地上或政府土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。

ii 根據「公契」第四節第20(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20(az)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建造和保養「該租契」條款第4.10(a)條所述的排水渠及渠道。

iv. 根據「公契」第四節第20(ba)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5.3(a)條所指的全部及任何雨水渠、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)。

v. 根據「公契」第七節第54(a)(1)(iv)條，由「經理人」準備的周年財政預算的第一部分第一節應包括現已或將會為支撐「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」、「停車場」或「政府屋宇」而設者除外)，以及位於「該土地」內或外專為「該土地」及/或「屋苑」提供服務(專為「住宅大廈」、「停車場」或「政府屋宇」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。

vi. 根據「公契」第七節第54(a)(1)(xix)條，由「經理人」準備的周年財政預算的第一部分第一節應包括製造、建造、修理和修改所有或任何「屋苑」或其任何與其它相鄰或毗鄰的樓宇共用的部分所需要的或所擁有的道路、巷道、行人道、渠道、籬笆及公用牆、化糞池、私人或公共污水渠及排水渠的成本及費用的合理份數及部分。

(2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the said lease to construct and maintain to the satisfaction of the Director of Lands.

ii. Pursuant to Clause 20(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the said lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be), all land, the Open Space, 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 20(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to in Clause No. 4.10(a) of the said lease, to the satisfaction of the Director of Lands.

iv. Pursuant to Clause 20(ba) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, to the satisfaction of the Director of Lands.

v. Pursuant to Clause 54(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Block, the Car Park or the Government 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, the Car Park or the Government Accommodation), or that are required to be maintained under the said lease.

vi. Pursuant to Clause 54(a)(1)(xix) of Section VII of the DMC, the first section of the first part of the annual budget prepared by the Manager shall cover the expenses for a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, lanes, pavements, channels, fences and party walls, cesspools, private or public sewers and drains requisite for or in or belonging to the Estate or any part thereof in common with other premises near or adjoining thereto.

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

1. 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)及A3(i)段。

ii. 「該租契」條款第5.3條訂明：

(a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和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、佔用人和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5.3(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5.3(b)條所賦予的權利所產生或附帶產生而對「承租人」造成或使「承租人」蒙受的任何損失、損害、滋擾或干擾承擔任何責任，以及「承租人」無權就任何該等損失、損害、滋擾或干擾向政府提出索償。

(c) 「承租人」須以令「署長」滿意的方式自費維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

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

1. UTILITY OR OTHER SERVICES

(i) Relevant Provisions of the Land Grant

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 paragraphs A2(i) and A3(i) above.

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

(a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the 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. 5.3(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. 5.3(b) of the said lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(c) The Lessee shall at its own expense uphold, maintain and repair all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause No. 5.3(a) of the said lease, all to be done to the satisfaction of the Director.

(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)及A3(ii)段。

ii. 根據「公契」第十一節第98條，「業主」須按「該租契」條款第5.3(c)條以令地政總署署長滿意的方式自費維持、保養及維修所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

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

不適用

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

不適用

(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 paragraphs A2(ii) and A3(ii) above.

ii. Pursuant to Clause 98 of Section XI of the DMC, the Owners shall, at their own expense, uphold, maintain and repair, to the satisfaction of the Director of Lands, all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) pursuant to Clause No. 5.3(c) of the said lease.

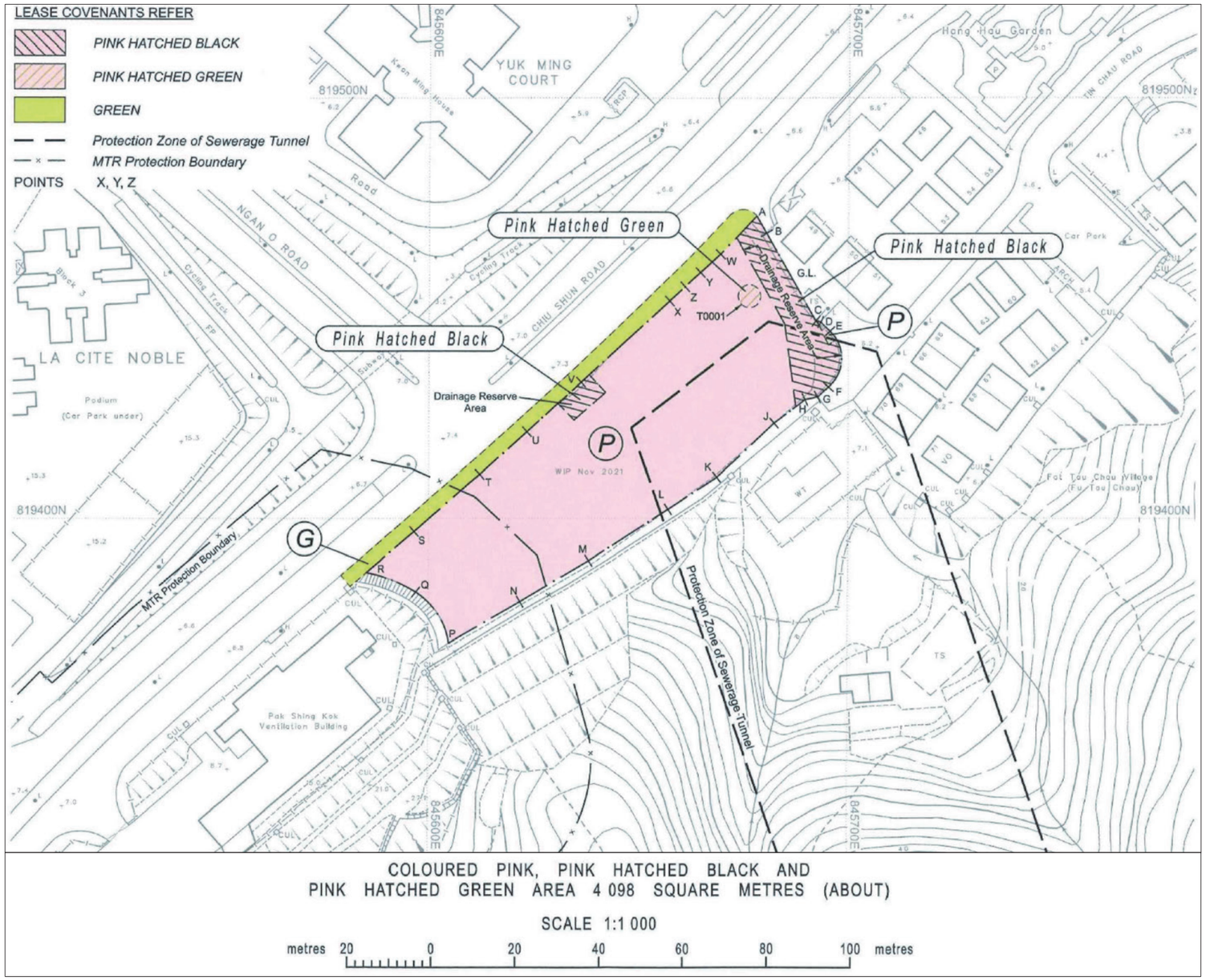
C Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

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

昭明苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the said Lease of Chiu Ming Court



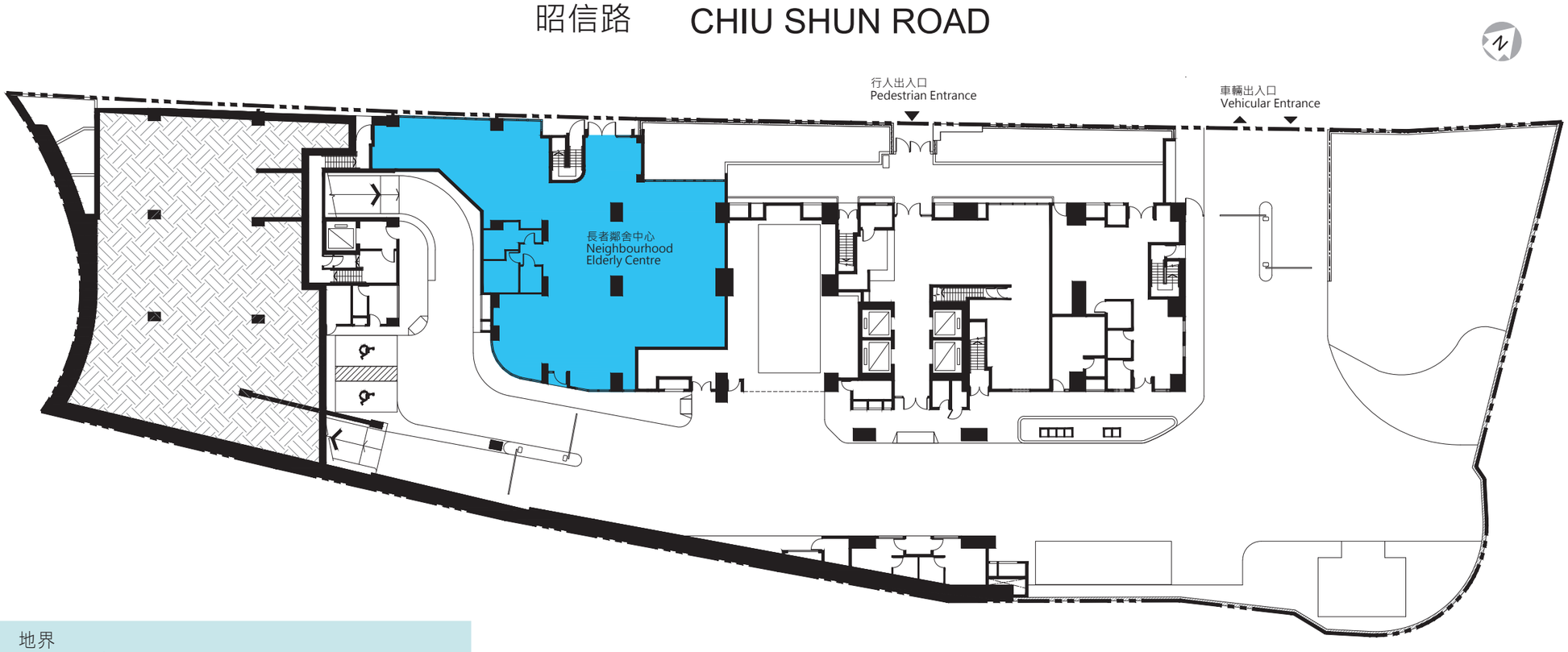
N

圖例 NOTATION

	粉紅色加黑斜線 Pink Hatched Black
	粉紅色加綠斜線 Pink Hatched Green
	綠色 Green
	污水隧道保護區 Protection Zone of Sewerage Tunnel
	港鐵保護邊界 MTR Protection Boundary

政府屋宇 – 長者鄰舍中心
Government Accommodation – Neighbourhood Elderly Centre

地下平面圖
Ground Floor Plan



圖例 NOTATION

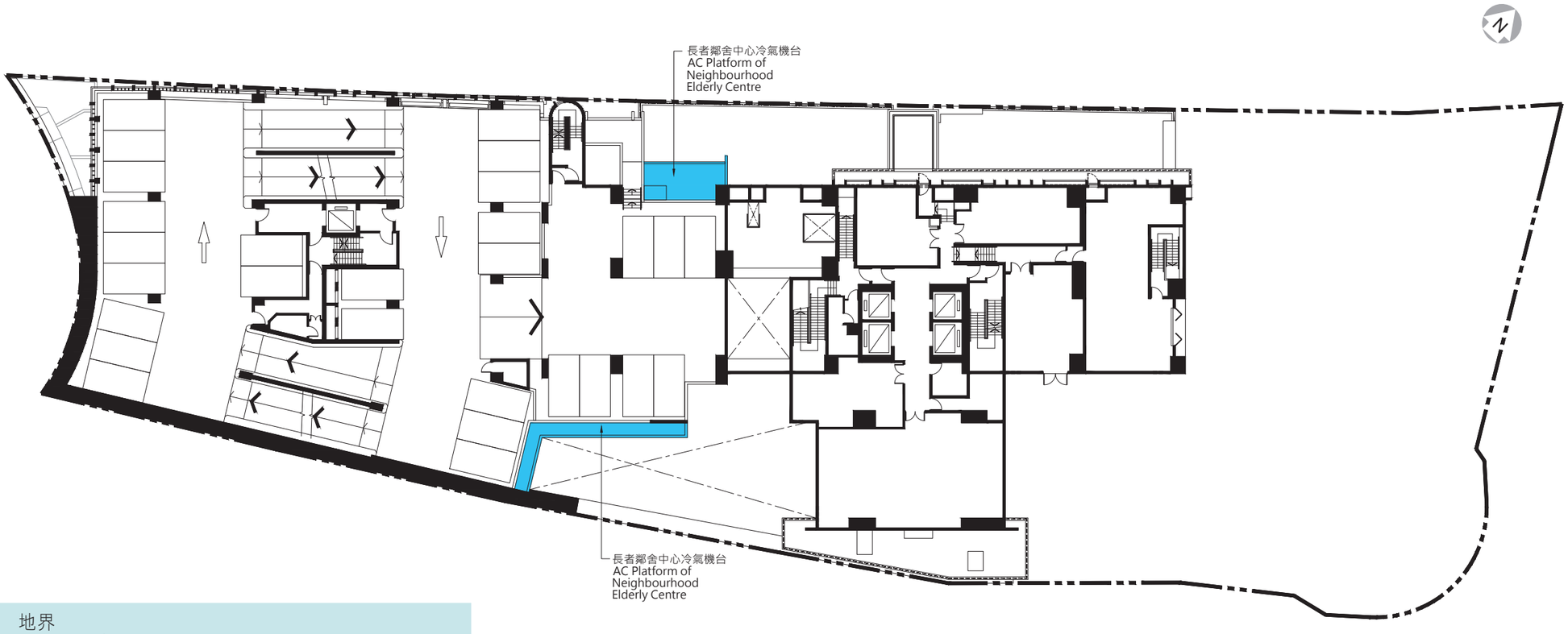
	地界 Lot Boundary
	長者鄰舍中心 Neighbourhood Elderly Centre

比例尺 SCALE: 0 10 20 30 40 (米) (m)

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

政府屋宇 – 長者鄰舍中心
Government Accommodation – Neighbourhood Elderly Centre

平台1樓及平台1樓夾層平面圖
P1/F & P1M/F Floor Plan



圖例 NOTATION

	地界 Lot Boundary
	長者鄰舍中心 Neighbourhood Elderly Centre

比例尺 SCALE: 0 10 20 30 40 (米) (m)

18 對買方的警告
Warning to Purchasers

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

注意事項：

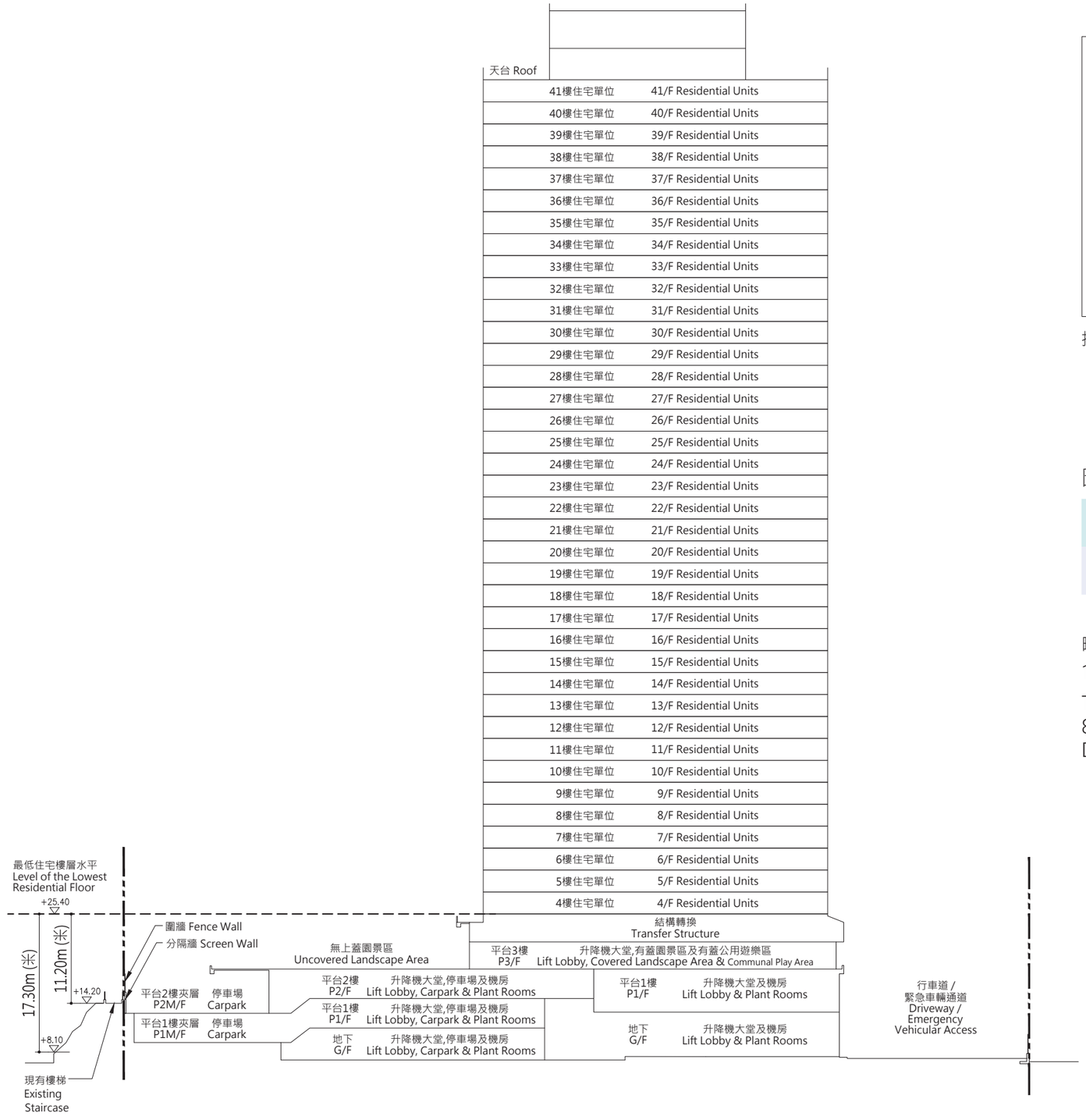
1. 倘買方另行委託其所選擇的律師行，就購買單位事宜代表他們，有關的律師行即能夠在買樓交易的每個階段，向買方提供獨立意見。
2. 買方會在房委會的職員面前，簽署買賣協議。儘管如此，有關職員只會向買方詮釋買賣協議的內容，並見證其簽署買賣協議，但不會就買賣協議或與交易有關的任何其他事宜，向買方提供任何法律意見。
3. 倘買方沒有另行委託其所選擇的律師行代表他們完成買樓交易，便會在房委會的律師處，簽立轉讓契據。房委會的律師只會向買方詮釋轉讓契據的內容，並見證其簽立轉讓契據，而不會在交易中擔任買方的代表律師，亦不會就買賣協議或與交易有關的任何其他事宜，向買方提供意見。在該等情況下，房委會就交易支付的法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

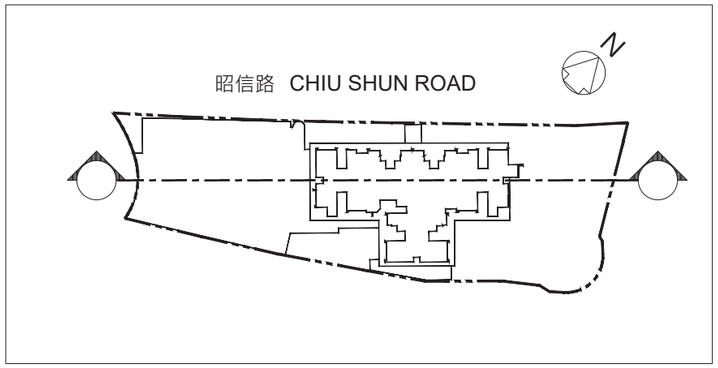
The solicitors appointed by the Hong Kong Housing Authority (HA) are acting for the HA only and will not be able to protect the purchasers' interest. All purchasers are urged to instruct a separate firm of solicitors of their choice to advise them and act for them in relation to their purchase of a Home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

It should be noted that:

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

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





指示圖 KEY PLAN

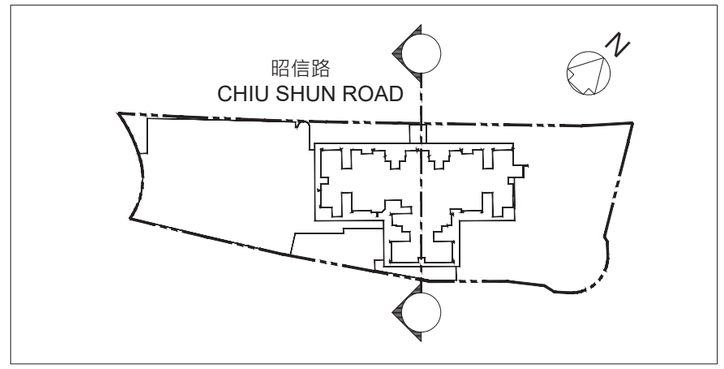
圖例 NOTATION

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

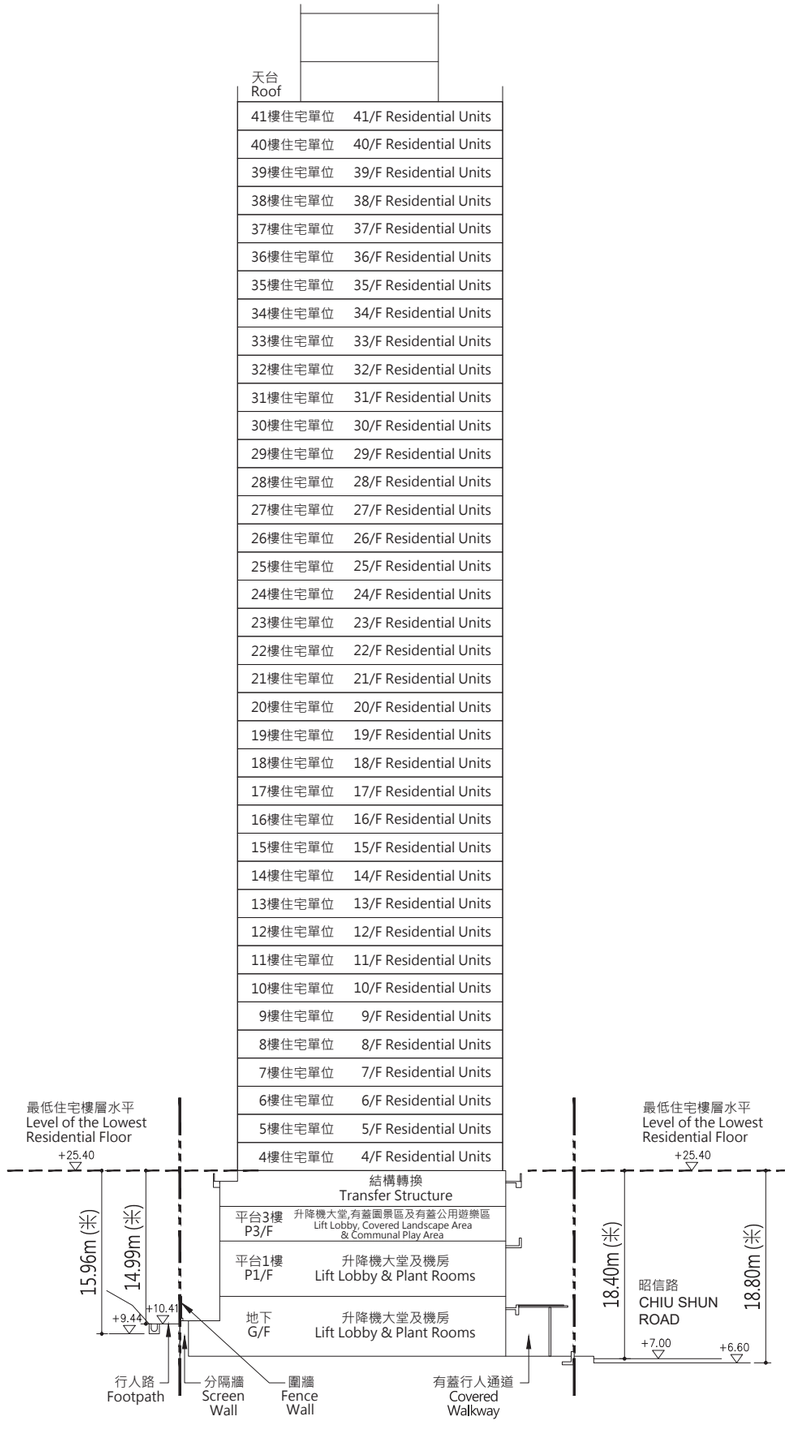
毗連建築物的一段現有樓梯為香港主水平基準以上8.10米至14.20米。

The part of existing staircase adjacent to the building is from 8.10 metres to 14.20 metres above the Hong Kong Principal Datum.

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



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

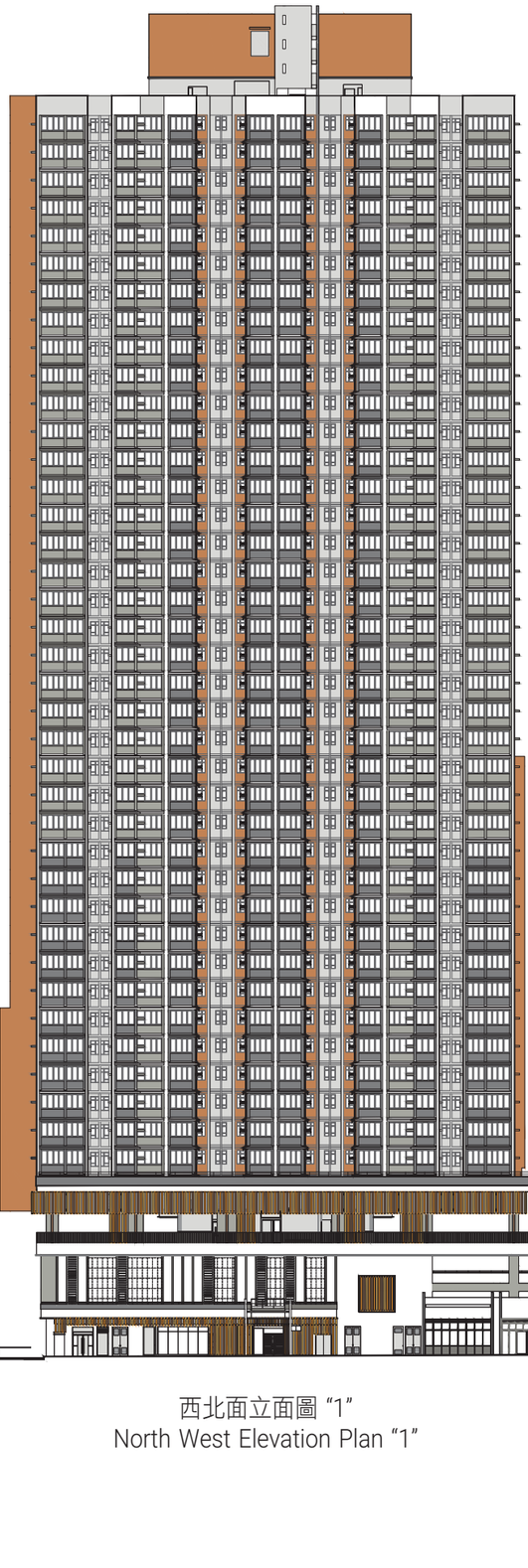
1. 毗連建築物的一段昭信路為香港主水平基準以上6.60米至7.00米。

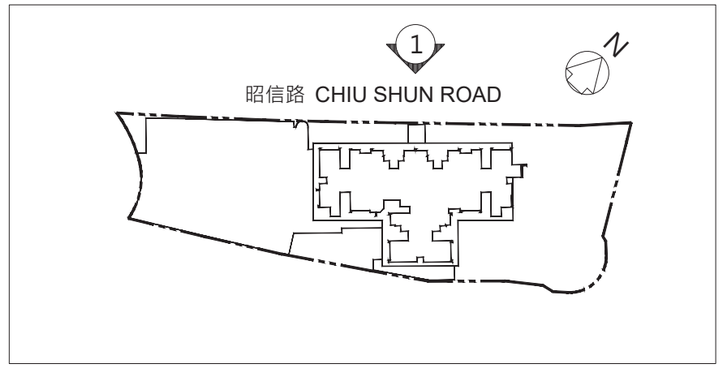
   The part of Chiu Shun Road adjacent to the building is from 6.60 metres to 7.00 metres above the Hong Kong Principal Datum.

2. 毗連建築物的一段行人路為香港主水平基準以上9.44米至10.41米。

   The part of footpath adjacent to the building is from 9.44 metres to 10.41 metres above the Hong Kong Principal Datum.

20 立面圖
Elevation Plan





指示圖 KEY PLAN

本圖所顯示的立面：

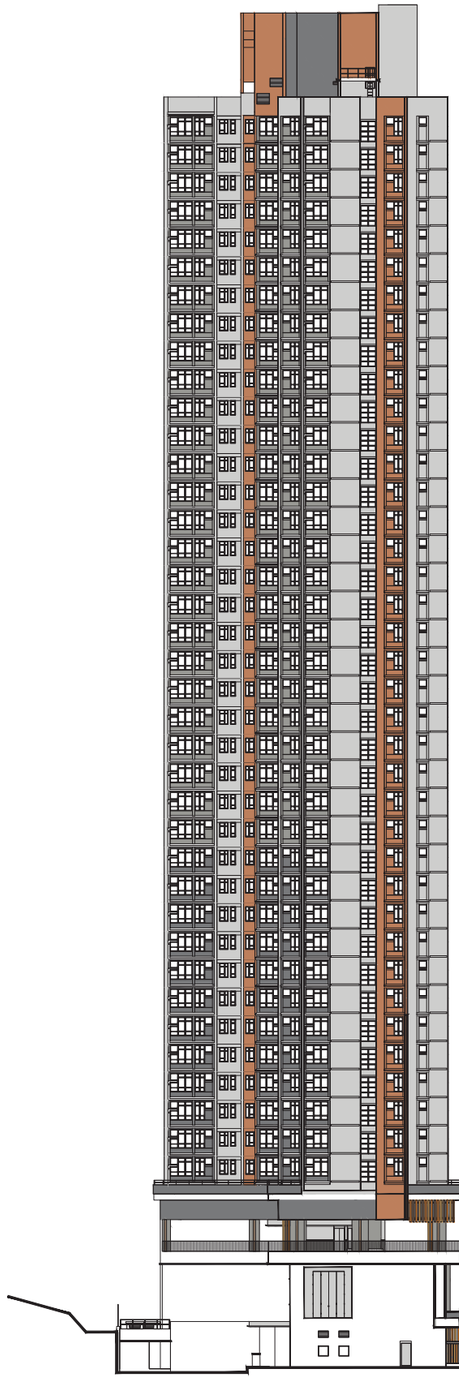
1. 以2022年7月6日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevation shown on this plan:

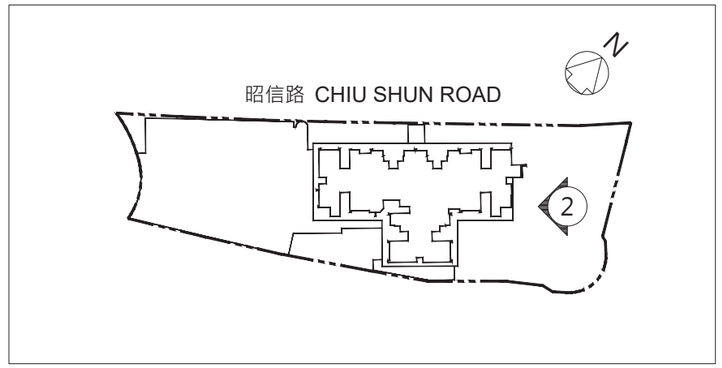
1. is prepared on the basis of the approved general building plans for the Development as of 6 July 2022; and
2. is in general accordance with the outward appearance of the Development.

西北面立面圖 "1"
North West Elevation Plan "1"

立面圖
Elevation Plan



東北面立面圖 “2”
North East Elevation Plan “2”



指示圖 KEY PLAN

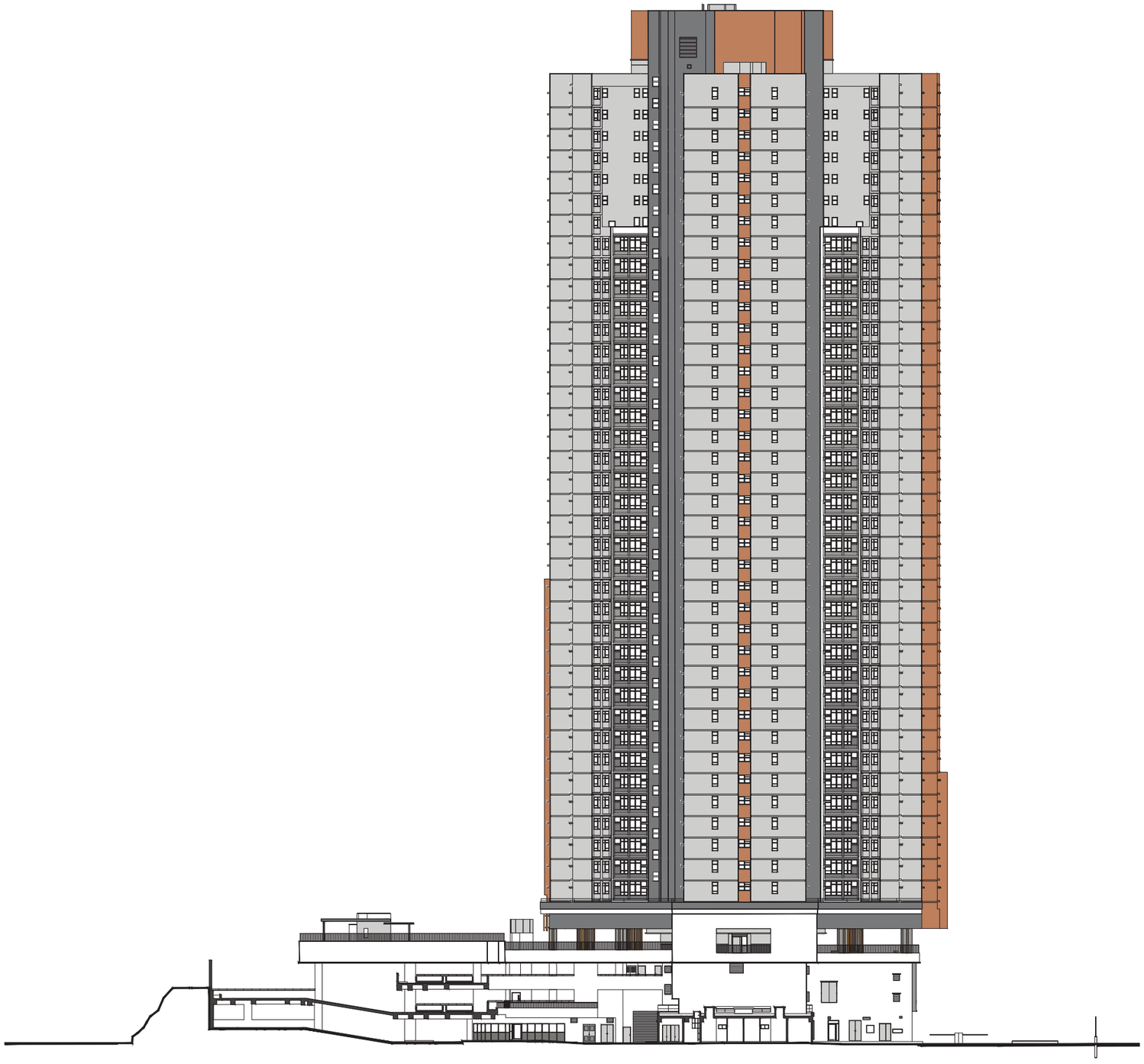
本圖所顯示的立面：

1. 以2022年7月6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。

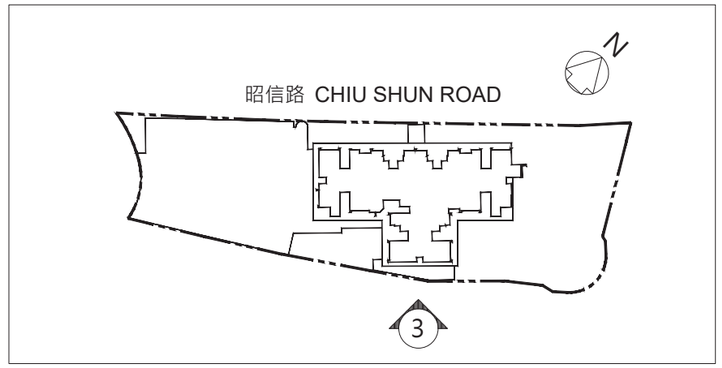
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 6 July 2022; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



東南面立面圖 "3"
South East Elevation Plan "3"



指示圖 KEY PLAN

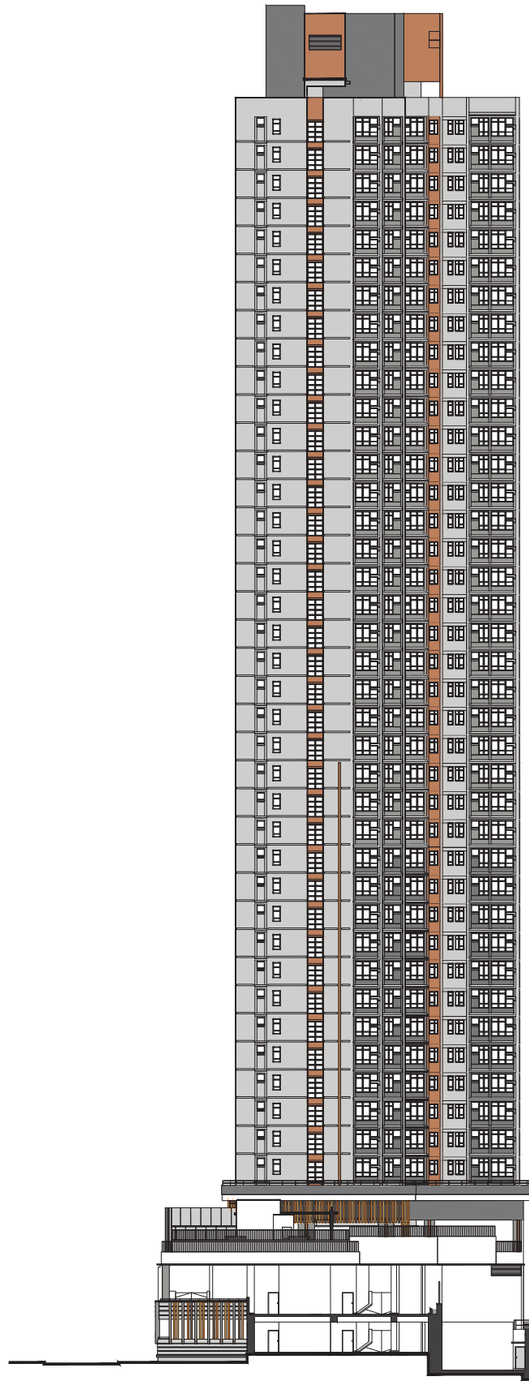
本圖所顯示的立面：

1. 以2022年7月6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。

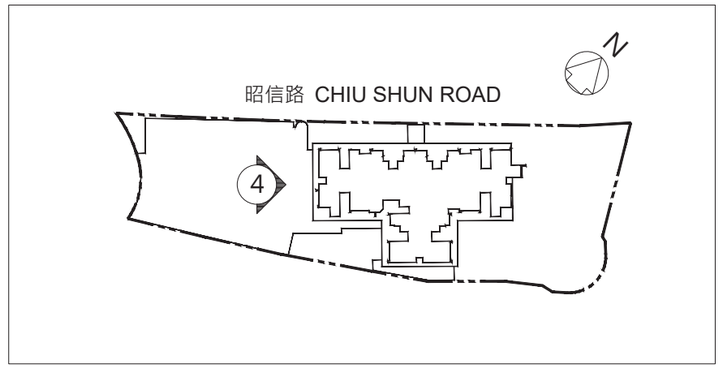
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 6 July 2022; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



西南面立面圖 “4”
South West Elevation Plan “4”



指示圖 KEY PLAN

本圖所顯示的立面：

1. 以2022年7月6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 6 July 2022; and
2. is in general accordance with the outward appearance of the Development.

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

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	606.347	274.341	880.688
	平方呎 sq.ft.	6,527	2,953	9,480

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 昭明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 Chiu Ming Court as at the date on which the residential property is offered to be sold is available for inspection during opening hours at the place at which the residential property is offered to be sold.

3 The inspection is free of charge.

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

1 外部裝修物料 EXTERIOR FINISHES

a	**外牆** **External wall**	髹上外牆漆。地下和地下低層外牆局部鋪砌人造麻石磚。	Finished with external paint. Some finished with artificial granite tiles at G/F and lower ground floors.
b	**窗** **Windows**	4樓至41樓的2號至4號單位及6號至15號單位; 4樓至34樓的5號單位的客/飯廳向西南及西北面的窗選用鋁質窗框配有色玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用有色強化玻璃。 其他單位的客/飯廳選用鋁質窗框配清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。 部分單位設有減音窗。減音窗由一層鋁質趟窗框配強化清玻璃及一層鋁質窗框及可以用六角匙(如有)開啓的固定窗框配清玻璃窗或有色玻璃窗組成。 部分單位設有固定窗。固定窗選用鋁質固定窗框配清玻璃或有色玻璃，部分固定窗框可以用六角匙(如有)開啓。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或強化有色玻璃。 廚房選用鋁質窗框配清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。 浴室選用鋁質窗框配壓花清玻璃，若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。 有關裝設減音窗及固定窗的單位及有關窗戶的位置，請參閱第107頁。	For Flat 2 to 4 and Flat 6 to 15 on 4/F to 41/F; Flat 5 on 4/F to 34/F aluminium window frame fitted with tinted float glass is fitted to windows facing south-west and north-west at living / dining room of each flat. When any part of the glass panel is less than 1.1m above floor level, tinted tempered glass is used for such glass panel. For other flats, aluminium window frame fitted with clear float glass is fitted to living / dining room of each flat. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Acoustic windows are installed in some of the flats. Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass and a layer of aluminium window frame and fixed window frame openable with allen key (if any) fitted with clear float glass or tinted float glass. Fixed windows are installed in some of the flats. Fixed windows comprising aluminium window frame fitted with clear float glass or tinted float glass and with part of the windows openable with allen key (if any). When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass or tempered tinted glass is used for such glass panel. Aluminium window frame fitted with clear float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel. Please refer to page 107 for flats installed with acoustic windows and fixed windows, and the locations of such windows.
c	**窗台** **Bay window**	不適用	Not applicable
d	**花槽** **Planter**	不適用	Not applicable
e	**陽台或露台** **Verandah or balcony**	不適用	Not applicable
f	**乾衣設施** **Drying facilities for clothing**	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.

2 室內裝修物料 INTERIOR FINISHES

a	大堂 Lobby	**地下主入口大堂：** 牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板設有鋁質條子天花及髹上乳膠漆。 **標準樓層升降機大堂：** 牆壁髹上外牆漆和以瓷磚鋪砌。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。	**Ground floor lobby:** Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is finished with aluminium strip suspended ceiling and emulsion paint. **Typical floor lobby:** Walls are finished with external paint and ceramic tiles. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.
d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板及淋浴間以過底磚及人造麻石磚鋪砌。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor and shower area are finished with homogeneous tiles and artificial granite tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及髹上乳膠漆至天花板。地板以過底磚鋪砌。天花板髹上乳膠漆。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	**單位大門：** 單位大門選用漆面實心木門配五金配件及防盜眼。 **浴室門：** 浴室門選用空心木門 (一面漆面，一面膠板面) 配五金配件。 **廚房門：** 廚房門選用漆面實心木門配防火玻璃及五金配件。	**Flat entrance door:** Entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. **Bathroom door:** Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries. **Kitchen door:** Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盤、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣桿、以過底磚及人造麻石磚為飾面的淋浴間、鍍鉻黃銅混合式花灑水龍頭、花灑套裝，浴簾桿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.

3	**室內裝置 INTERIOR FITTINGS**		
c	**廚房** **Kitchen**	廚房設有不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench top with polymer resin surface. Copper pipes are used for cold and hot water supply system.
d	**睡房** **Bedroom**	不適用	Not applicable
e	**電話** **Telephone**	客/飯廳設有一個電話插座。	One telephone outlet is provided in the living/dining room.
f	**天線** **Aerials**	客/飯廳設有電視/調頻收音機插座接收本地電視及電台節目，另有空間預留給電訊及廣播服務及空間預留給買方自行安裝電視/調頻收音機插座。有關插座及空間預留的數目，請參閱「住宅物業機電裝置數量說明表」。	TV/FM outlets for local TV and FM radio programmes, reserved space(s) for telecommunications and broadcasting services and reserved space(s) for installation of TV/FM outlet by purchasers, are provided in the living/dining room. For number of the outlets and reserved spaces, please refer to the Schedule of Mechanical and Electrical Provisions of Residential Properties.
g	**電力裝置** **Electrical installations**	各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
h	**氣體供應** **Gas supply**	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	**洗衣機接駁點** **Washing machine connection point**	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	**供水** **Water supply**	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.
4	**雜項 MISCELLANEOUS**		
a	**升降機** **Lifts**	**四部「通力」牌客用升降機** (型號 MiniSpace) • 升降機1號至4號服務地下，平台3樓及4樓至41樓 **一部「迅達」牌客用升降機** (型號 迅達5500) • 升降機5號服務地下，平台1樓夾層，平台1樓，平台2樓夾層及平台2樓	**Four "Kone" passenger lifts** (Model No. MiniSpace) • Lift No. 1 to 4 serves G/F, P3/F & 4/F to 41/F **One "Schindler" passenger lift** (Model No. Schindler 5500) • Lift No. 5 serves G/F, P1M/F, P1/F, P2M/F and P2/F

4 雜項 MISCELLANEOUS

b	**信箱** **Letter box**	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
c	**垃圾收集** **Refuse collection**	4樓至41樓的公用地方設有垃圾及物料回收室及垃圾槽，地面設有垃圾及物料回收房和垃圾收集站中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 4/F to 41/F. Refuse storage and material recovery chamber and refuse collection points are provided on the ground level for centralised processing of refuse.
d	**水錶、電錶及氣體錶** **Water meter, electricity meter and gas meter**	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (Purchasers are required to make an individual application for installation of town gas meter).

5 保安設施 SECURITY FACILITIES

	設有閉路電視監察系統監控升降機內，各地下入口，各臨時庇護處，各頂層出口及外圍範圍狀況。閉路電視監控設備設於住宅樓宇地下保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, temporary refuge spaces, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of the residential building.

6 設備 APPLIANCES

	每個單位的浴室或廚房設有一部「TGC」牌煤氣熱水爐(型號 ST13SK)。有關熱水爐的安裝位置請參閱第88頁至第91頁的住宅物業機電裝置數量說明表。	One "TGC" town gas water heater (Model No. ST13SK) is provided in the bathroom or kitchen of each flat. Please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties on page 88 to page 91 regarding the location of water heater.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。
The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

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

			樓層 Floor	4樓 – 34樓 4/F – 34/F															
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	3	3	2	3	4	3	3	2	2	2	2	3	4	4	3
	雙極開關掣	Double Pole Switch		1	2	2	1	2	2	2	2	1	1	1	1	2	3	2	2
	天花燈咀	Ceiling Lamp Holder		2	3	3	2	3	4	3	3	2	2	2	2	3	4	4	3
	13安培雙頭插座	13A Twin Socket Outlet		5	8	8	5	8	8	8	8	5	5	5	5	8	11	8	8
	電話插座	Telephone Outlet		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
	接駁器 (註1)	Connection Unit (Note 1)		1	2	2	1	2	2	2	2	1	1	1	1	2	3	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
	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
	門鈴	Door Bell		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
	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
	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
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		–	1	1	–	1	1	1	1	–	–	–	–	1	1	1	1
	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
	天花燈咀	Ceiling Lamp Holder		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
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		–	1	1	–	1	1	1	1	–	–	–	–	1	1	1	1
	接駁器 (註4)	Connection Unit (Note 4)		1	2	2	1	2	2	2	2	1	1	1	1	2	2	2	2
	煤氣熱水爐	Town Gas Water Heater		–	1	1	–	1	1	1	1	–	–	–	–	1	1	1	1

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

			樓層 Floor	4樓 – 34樓 4/F – 34/F															
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
廚房 Kitchen	燈掣	Lighting Switch		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
	天花燈咀	Ceiling Lamp Holder		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	2	2	1	2	2	2	2	1	1	1	1	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	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
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		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
	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
	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
	接駁器 (註8)	Connection Unit (Note 8)		1	–	–	1	–	–	–	–	1	1	1	1	–	–	–	–
	雙極開關掣	Double Pole Switch		1	–	–	1	–	–	–	–	1	1	1	1	–	–	–	–
	煤氣熱水爐	Town Gas Water Heater		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
	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
	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

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,並蓋上空白蓋板供業主自行安裝有關插座。

4 安裝於浴室之接駁器供抽氣扇及煤氣熱水爐接駁之用。

5 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。

6 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。

7 安裝於廚房之接駁器供抽氣扇接駁之用。

8 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

1 The Connection Units installed inside living/dining room are for connecting air conditioners.

2 The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover plate.

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

4 The Connection Units installed inside bathroom are for connecting exhaust fan and town gas water heater.

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

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

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

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

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

			樓層 Floor	35樓 – 41樓 35/F – 41/F														
			單位 Flat	1	2	3	4	6	7	8	9	10	11	12	13	14	15
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	3	3	2	4	3	3	2	2	2	2	3	4	4
	雙極開關掣	Double Pole Switch		1	2	2	1	2	2	2	1	1	1	1	2	3	2
	天花燈咀	Ceiling Lamp Holder		2	3	3	2	4	3	3	2	2	2	2	3	4	4
	13安培雙頭插座	13A Twin Socket Outlet		5	8	8	5	8	8	8	5	5	5	5	8	11	8
	電話插座	Telephone Outlet		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
	接駁器 (註1)	Connection Unit (Note 1)		1	2	2	1	2	2	2	1	1	1	1	2	3	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
	空間預留給電視/調頻收音機插座 (註3)	Reserved Space for TV/FM Outlet (Note 3)		–	1	1	–	1	1	1	–	–	–	–	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		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
	用戶總掣連配電箱	Consumer Unit		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
	雙極開關掣	Double Pole Switch		–	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
	天花燈咀	Ceiling Lamp Holder		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
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		–	1	1	–	1	1	1	–	–	–	–	1	1	1
	接駁器 (註4)	Connection Unit (Note 4)		1	2	2	1	2	2	2	1	1	1	1	2	2	2
	煤氣熱水爐	Town Gas Water Heater		–	1	1	–	1	1	1	–	–	–	–	1	1	1

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

			樓層 Floor	35樓 – 41樓 35/F – 41/F													
			單位 Flat	1	2	3	4	6	7	8	9	10	11	12	13	14	15
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		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
	13安培單頭插座	13A Single Socket Outlet		1	2	2	1	2	2	2	1	1	1	1	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	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
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		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
	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
	接駁器 (註7)	Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器 (註8)	Connection Unit (Note 8)		1	–	–	1	–	–	–	1	1	1	1	–	–	–
	雙極開關掣	Double Pole Switch		1	–	–	1	–	–	–	1	1	1	1	–	–	–
	煤氣熱水爐	Town Gas Water Heater		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
	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
	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

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,並蓋上空白蓋板供業主自行安裝有關插座。
4 安裝於浴室之接駁器供抽氣扇及煤氣熱水爐接駁之用。
5 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7 安裝於廚房之接駁器供抽氣扇接駁之用。
8 安裝於廚房之接駁器供煤氣熱水爐接駁之用。

Notes:

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

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

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

獲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	不適用 Not Applicable
2	機房及相類設施 Plant rooms and similar services	
	2.1 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，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.	646.130
	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.	1,345.620
	2.3 非強制性/非必要機房，例如空調機房、風櫃房等 Non-mandatory/non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not Applicable
根據《建築物(規劃)規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of 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	856.596
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	隔聲鰭 Acoustic fin	4.440
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	489.754
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, owners' corporation office	66.030
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 area and play area	903.031
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	37.190
18	擴大升降機井道 Larger lift shaft	233.351
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	56.793
22	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 Not Applicable
23	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not Applicable
24	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	不適用 Not Applicable
25	非住用發展項目的公用主要入口（尊貴入口）上方的中空 Void over main common entrance (prestige entrance) in non-domestic development	不適用 Not Applicable

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

		面積(平方米) Area (m^2)
	適意設施 Amenity Features	
26	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not Applicable
27	遮陽篷及反光罩 Sunshade and reflector	不適用 Not Applicable
28	小型伸出物，例如空調機箱、空調機平台、窗台、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	不適用 Not Applicable
32	公共交通總站 Public transport terminus (PTT)	不適用 Not Applicable
33	共用構築物及樓梯 Party structure and common staircase	不適用 Not Applicable
34	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	240.807
35	公眾通道 Public passage	不適用 Not Applicable
36	因樓宇後移導致的覆蓋面積 Covered set back area	不適用 Not Applicable
	額外總樓面面積 Bonus GFA	
37	額外總樓面面積 Bonus GFA	不適用 Not Applicable
	根據《聯合作業備考》提供的額外環保設施 Additional Green Features under Joint Practice Notes (JPN)	
38	採用「組裝合成」建築法的樓宇 Buildings adopting Modular Integrated Construction	不適用 Not Applicable

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

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

有關建築物的環境評估

綠色建築認證

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

暫定評級
金級

暫定
金級
NB V1.2 2021
HKGBC
綠建環評

申請編號: PAG0125/22

Environmental Assessment of the Building

Green Building Certification

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

Provisional
GOLD

PROVISIONAL
GOLD
NB V1.2 2021
HKGBC
BEAM Plus

Application no.: PAG0125/22

發展項目的公用部分的預計能量表現或消耗

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

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

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 發光二極管照明燈具 2. 兩級光度照明系統 3. 高效能升降機	1. LED Bulkhead Light Fitting 2. Two-level Lighting Control System 3. High Efficient Lift

第II部分 : 擬興建樓宇/部分樓宇預計每年能源消耗量 (註1)
Part II : The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1)

位置 **Location**	**使用有關裝置的內部樓面面積 (平方米)** **Internal Floor Area Served (m^2)**	**基線樓宇 (註2) 每年能源消耗量** **Annual Energy Use of Baseline Building (Note 2)**		**擬興建樓宇每年能源消耗量** **Annual Energy Use of Proposed Building**	
		電力 千瓦小時/平方米/年 **Electricity** kWh/m^2/annum	**煤氣/石油氣** 用量單位/平方米/年 **Town Gas/LPG** unit/m^2/annum	**電力** 千瓦小時/平方米/年 **Electricity** kWh/m^2/annum	**煤氣/石油氣** 用量單位/平方米/年 **Town Gas/LPG** unit/m^2/annum
有使用中央屋宇裝備裝置 (註3) 的部分 Area Served by Central Building Services Installation (Note 3)	7,844m^2	54.5kWh/m^2	不適用 Not applicable	45.3kWh/m^2	不適用 Not applicable

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

第III部分: 以下裝置乃按機電工程署公布的相關實務守則設計
Part III : The Following Installations are Designed in Accordance with the Relevant Codes of Practices Published by the Electrical & Mechanical Services Department (EMSD)

裝置類型 Type of Installations	是 YES	否 NO	不適用 Not applicable
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

註：

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

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

   (a) 「每年能源消耗量」與新建樓宇BEAM Plus標準 (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。

2. 「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。

3. 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2018年版)中的涵義相同。

Notes :

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

   The predicted annual energy use, in terms of electricity consumption (kWh/m^2/annum) and town gas/LPG consumption (unit/m^2/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.

2. "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).

3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2018 edition) issued by the Electrical and Mechanical Services Department.

31 有關資料
Relevant Information

A 認可殯葬區及零散山墳

昭明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106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

昭明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

部分昭明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107頁的參考圖)。昭明苑的公契有以下關於減音窗及/或固定窗的規定(註)：

- 昭明苑裝設有減音窗及/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，且昭明苑的經理人須在管理處內保存該等圖則及方法，以供昭明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、更換及/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。

隔聲鰭

下列單位外牆將裝設隔聲鰭：

4樓至9樓的14號單位; 4樓至18樓的6號單位。
(有關隔聲鰭的位置請參閱第107頁的樓面平面圖)。

隔聲鰭屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由昭明苑住宅物業的業主出資管理及維修。

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房委會客務中心內之居屋銷售小組開放時間內免費查閱，並可於房委會就出售昭明苑所指定的互聯網網站內閱覽。

A Permitted Burial Grounds and Scattered Graves

Permitted Burial Grounds and scattered graves in the vicinity of Chiu Ming Court may be seen from some of the flats in Chiu Ming Court (please refer to the reference plan on page 106). New graves may be erected by indigenous villagers on Permitted Burial Grounds.

B Traffic Noise

Chiu Ming 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 Chiu Ming Court. (Please refer to the reference plan on page 107 for flats installed with acoustic windows and/or fixed windows and the locations of such windows). The DMC of Chiu Ming 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 units in Chiu Ming 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 unit.
- 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 Chiu Ming Court shall keep such drawings and methodology at the management office for inspection by the owners of Chiu Ming Court free of charge during normal business hours. The maintenance, replacement and / or repair of any of the acoustic windows and fixed windows installed in any unit shall be made by the owner of the relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The owners of such units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows installed in any unit shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the fixed windows installed in any unit shall be made by the owner of the relevant unit at his own cost.

Acoustic Fins

Acoustic fins will be installed at the external wall of:

Flat 14 from 4/F to 9/F; Flat 6 from 4/F to 18/F.
(Please refer to the floor plans on page 107 for the location of the acoustic fins).

The acoustic fins form part of the Residential Blocks Common Areas and Facilities as defined under the Deed of Mutual Covenant (DMC) and shall be managed and maintained by owners of residential properties in Chiu Ming Court at their own expense.

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 HOS Sales Unit at the HA Customer Service Centre and is also available on the website designated by the HA for the sale of Chiu Ming Court.

C 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)購買昭明苑/啟欣苑/驥華苑/冠山苑/安秀苑/裕雅苑/愉德苑單位，而下列轉讓限制將適用於有關單位的業主：

(i) 由房委會首次將單位售予業主的轉讓契據 (下稱「首次轉讓契據」)日期起計五年內：

- 業主須在無需繳付補價的情況下，在居屋第二市場以不高於列於首次轉讓契據的原來買價(註)出售單位予房委會提名的人。

(ii) 由首次轉讓契據日期起計第六至第十五年內：

- 業主須在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的人。

(iii) 由首次轉讓契據日期起計十五年後：

- 業主可在無需繳付補價的情況下，在居屋第二市場按業主自行議定的價格出售單位予房委會提名的人。
- 業主亦可在繳付補價後於公開市場出售單位。
- 業主須繳付的補價，是根據屆時該單位並無轉讓限制的市值，按照該單位首次轉讓契據中所訂明的最初市值與原來買價(註)的差額計算。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**)。

C 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 Chiu Ming Court/Kai Yan Court/Kei Wah Court/Kwun Shan Court/On Sau Court/Yu Nga Court/Yu Tak Court, the HA will not buy back or nominate a buyer (except Home Ownership Scheme (HOS) Secondary Market) to buy the flats, and the following alienation restrictions will apply to the owners:

(i) Within the first five years from the date of the first Deed of Assignment of the flat from the HA to an owner (the first assignment):

- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at a price not more than the original purchase price (Note) under the first assignment.

(ii) From the sixth to the fifteenth year from the date of the first assignment:

- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.

(iii) After fifteen years from the date of the first assignment:

- The owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
- The owner may also sell the flat in the open market after payment of premium.
- The premium which the owner is required to pay is calculated based on the prevailing market value of the flat without alienation restrictions, and the 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.

D 裝修須知

在進行有關裝修工程時，須遵守《建築物修例》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昭明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昭明苑樓宇設計所預定的核准間隔牆示意圖，可參閱昭明苑裝修指引。有關裝修指引會於物業交吉時提供予買方。

E 樓宇結構安全保證

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

保證期

房委會會給予昭明苑為期十年的樓宇結構安全保證。

昭明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。

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 Chiu Ming 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 Chiu Ming Court, please refer to the Guide for Decoration Works for Chiu Ming Court, which will be made available to the purchaser on the delivery of vacant possession of the property.

E Structural Safety Guarantee

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

Guarantee Period

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

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

保證範圍

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

本保證並不包括以上保證範圍以外的修葺，例如：

i. 與樓宇整體結構穩定完整無關的損壞，包括天花滲水、窗戶滲水、牆身滲水、批盪裂縫、牆壁磚和地面磚損毀，以及其他的損壞；

ii. 在結構上把單位改建、加建或改變原有用途；或因不適當使用而對樓宇所造成的損壞；以及

iii. 下列任何一項特別風險對樓宇造成的損壞：

- 任何氣體燃料爆炸所造成的損壞；
- 戰爭、火災、地震或山泥傾瀉造成的損壞；
- 房委會負責範圍以外的人士作出的行為或疏忽。

業主責任

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

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

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.

註：

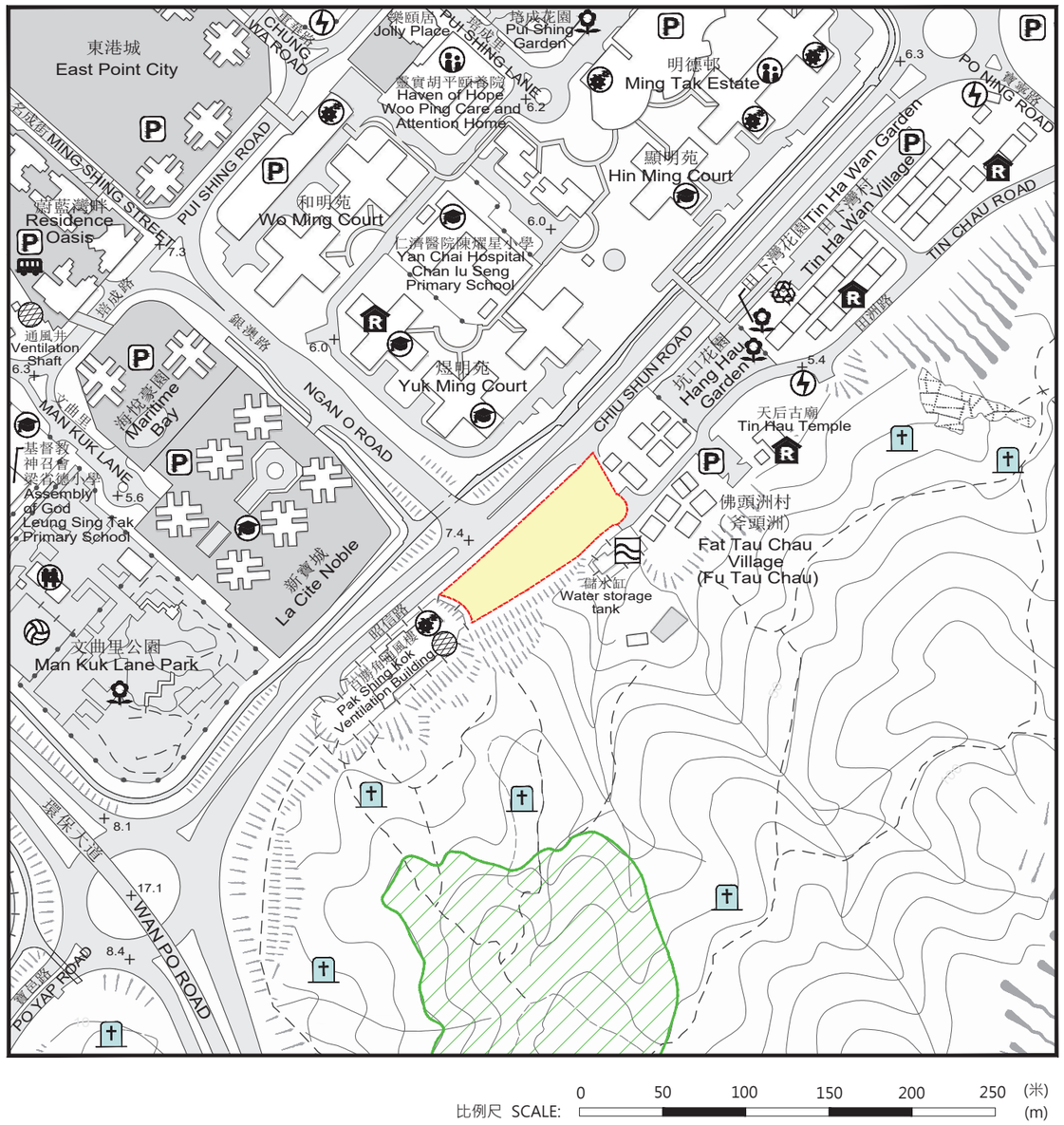
1. 「業主」指合乎本保證所保障之住宅樓宇的法定業主。
2. 在進行結構修葺工程時，房委會只負責使單位受影響部分回復到樓宇落成時的原有標準。
3. 「結構構件」指建築結構圖上清楚列明的構件 (如支柱、橫樑、受力牆壁及地台)，而沒有列明的混凝土架或牆 (如冷氣機罩/台、部分外牆、內部間隔牆等) 都不在本保證範圍內。
4. 「結構穩定完整」指樓宇的結構及地基足以承受設計上負重及承托力的要求。
5. 「樓宇」不包括一切於外圍的工程及於外圍範圍內的地下水管、污水渠、道路、地面，以及一切設施。

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.

32 參考圖
Reference Plan

斜坡上有零散山墳及認可殯葬區的參考圖
Reference Plan for Slope with Scattered Graves and Permitted Burial Ground



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

N

昭明苑
Chiu Ming Court

圖例 NOTATION

公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)	公廁 A Public Convenience
公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)	體育設施(包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
學校(包括幼稚園) A School (including a Kindergarten)	公用事業設施裝置 A Public Utility Installation
香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway	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)
公園 A Public Park	垃圾收集站 A Refuse Collection Point
發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)	污水處理廠及設施 Sewage Treatment Works and Facilities
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)	斜坡上有零散山墳* Slope with Scattered Graves*
	認可殯葬區* Permitted Burial Ground*

** 只作識別用*
** For Identification Purposes Only*

此參考圖參考日期為2022年10月27日之測繪圖(編號為T12-NW-C)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. T12-NW-C dated 27 October 2022, with adjustments where necessary.

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

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

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.

昭明苑單位的減音窗及固定窗參考圖
Reference Plan for Acoustic Windows and Fixed Windows of Flats in Chiu Ming Court



5樓, 13樓及24樓部分平面圖
PART PLAN OF 5/F, 13/F AND 24/F

12樓, 20樓及28樓部分平面圖
PART PLAN OF 12/F, 20/F AND 28/F

比例尺 SCALE: 0 5 (米) (m)

圖例 NOTATION

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

網址 WEBSITE
www.housingauthority.gov.hk/hos/2022/ChiuMing

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

印製日期：2022年9月22日
Printing Date: 22 September 2022

香港房屋委員會
Hong Kong Housing Authority