

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：買方須自費及自行安排清理所有裝修廢料，並將其搬離屋苑。

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 : The purchaser shall at his own costs dispose and remove his decoration debris out of the estate.

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 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》第23(3)(b)條不計算的總樓面面積 DISREGARDED GFA UNDER BUILDING (PLANNING) REGULATIONS 23(3)(b)		
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	101.032
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或必要機房,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 or essential plant room, area of which is limited by respective Practice Notes for Authorised Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting equipment (TBE) room, refuse storage and material recovery chamber, etc.	1,029.426
	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或必要機房,例如僅供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 or essential plant room, areas 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.	1,244.284
	2.3 非強制性或非必要機房,例如空調機房、風櫃房等 Non-mandatory or non-essential plant room, such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not applicable
根據聯合作業備考第1及第2號提供的環保設施 GREEN FEATURES UNDER JOINT PRACTICE NOTES 1 AND 2		
3	露台 Balcony	不適用 Not applicable
4	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	948.570
5	公用空中花園 Communal sky garden	不適用 Not applicable
6	隔聲簷 Acoustic fin	56.926

		面積(平方米) Area (m ²)
根據聯合作業備考第1及第2號提供的環保設施 GREEN FEATURES UNDER JOINT PRACTICE NOTES 1 AND 2		
7	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
8	非結構預製外牆 Non-structural prefabricated external wall	595.315
9	工作平台 Utility platform	不適用 Not applicable
10	隔音屏障 Noise barrier	不適用 Not applicable
適意設施 AMENITY FEATURES		
11	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	111.512
12	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
13	有上蓋的園景區及遊樂場 Covered landscaped and play area	不適用 Not applicable
14	橫向屏障/有蓋人行道、花棚 Horizontal screens/covered walkways, trellis	157.603
15	擴大升降機井道 Larger lift shaft	129.332
16	煙囪管道 Chimney shaft	不適用 Not applicable
17	其他非強制性或非必要機房，例如鍋爐房、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
18	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	144.713
19	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
20	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

		面積(平方米) Area (m ²)
適意設施 AMENITY FEATURES		
21	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not applicable
22	伸出物，如空調機箱及伸出外牆超過750毫米的平台 Projections such as air-conditioning box and platform with a projection of more than 750mm from the external wall	不適用 Not applicable
其他項目 OTHER EXEMPTED ITEMS		
23	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
24	其他伸出物 Other projections	不適用 Not applicable
25	公共交通總站 Public transport terminus	不適用 Not applicable
26	共用構築物及樓梯 Party structure and common staircase	不適用 Not applicable
27	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	114.193
28	公眾通道 Public passage	不適用 Not applicable
29	因建築物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		
30	額外總樓面面積 Bonus GFA	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 Authorised Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

有關建築物的環境評估



Environmental Assessment of the Building



發展項目的公用部分的預計能量表現或消耗

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

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

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 發光二極管照明燈具 2. 二級光度照明控制系統 3. 升降機電動機設置 再生動力裝置	LED Bulkhead Light Fitting Two-level Lighting Control System Regenerative Power of Lift System

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)	8,656	62.24	不適用 Not applicable	39.67	不適用 Not applicable

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

註：

- 一般而言，一棟樓宇的預計“每年能源消耗量”愈低，其節約能源的效益愈高。如一棟樓宇預計的“每年能源消耗量”低於該樓宇的“基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：
(a) “每年能源消耗量”與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及
(b) 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- “基線樓宇”與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的“基準建築物模式(零分標準)”具有相同涵義。
- “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2015年版)中的涵義相同。

Notes :

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Development by the internal floor area served, where:
(a) “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and
(b) “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2015 edition) issued by the Electrical and Mechanical Services Department.

31 有關資料

Relevant Information

A 交通噪音

錦暉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：

隔聲簷

1號單位(於1樓至21樓)、2號單位(於1樓至34樓)、5號單位(於1樓至35樓)、6號單位(於1樓至6樓)、15號單位(於1樓至13樓)、18號單位(於1樓至11樓)及19號單位(於1樓至14樓)的外牆將裝設隔聲簷(有關隔聲簷的位置請參閱第16頁及第18頁的樓面平面圖)。隔聲簷屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由錦暉苑住宅物業的業主出資管理及維修。

減音露台、減音窗及固定窗

部分錦暉苑單位裝設有減音露台、減音窗及/或固定窗(不能開啓)。(有關裝設有減音露台、減音窗及/或固定窗之單位及有關露台或窗戶的位置請參閱第76頁的參考圖)。錦暉苑的公契有以下關於減音露台、減音窗及/或固定窗的規定(註)：

- 錦暉苑裝設有減音露台、減音窗及/或固定窗之單位的業主不得干擾、改動、變更或拆除該些裝設在其單位內的減音露台、減音窗及/或固定窗(根據公契規定作保養、維修或更換除外)。
- 房委會須在管理處內提供有關安裝、保養、更換或維修減音露台及/或減音窗的圖則及方法供錦暉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露台及/或減音窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 除進行保養、更換或維修工作外，固定窗須在任何時間保持關閉及鎖上以緩解噪音。裝設於任何住宅單位內的固定窗的保養、更換或維修工作須由有關住宅單位的業主自費進行。

A Traffic Noise

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

Acoustic Fins

Flat 1 (from 1/F to 21/F); Flat 2 (from 1/F to 34/F); Flat 5 (from 1/F to 35/F); Flat 6 (from 1/F to 6/F); Flat 15 (from 1/F to 13/F); Flat 18 (from 1/F to 11/F) and Flat 19 (from 1/F to 14/F). (Please refer to the floor plans on page 16 and page 18 for the location of the acoustic fins).

The acoustic fins form part of the Residential Block 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 Kam Fai Court at their own expense.

Acoustic Balconies, Acoustic Windows and Fixed Windows

Acoustic balconies, acoustic windows and/or fixed windows (not openable) are installed in some of the flats in Kam Fai Court. (Please refer to the plan on page 76 for flats installed with acoustic balconies, acoustic windows and/or fixed windows and the locations of such balconies or windows). The DMC of Kam Fai Court contains the following provisions relating to acoustic balconies, 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 Kam Fai Court installed with acoustic balconies, acoustic windows and/or the fixed windows shall tamper, alter, vary or remove the acoustic balconies, acoustic windows and/or the fixed windows installed in his unit.
- The HA shall provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic balconies, acoustic windows at the management office for inspection by the owners of Kam Fai Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic balconies and/or acoustic windows installed in any unit shall be made by the owner of relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The owners of such units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the fixed windows installed in any residential unit shall be made by the owner of relevant residential unit at his own costs.

註：有關公契條款只供參考，並以公契的全文為準。公契的全文可於房委會客務中心內之居屋銷售小組開放時間內免費查閱。

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 DMC is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.

B 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

房委會會給予錦暉苑為期十年的樓宇結構安全保證。

錦暉苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

保證範圍

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

本保證並不包括以上保證範圍以外的修葺,例如:

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

業主責任

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

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

註:

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

B 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 Kam Fai Court is valid for a period of 10 years.

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

Coverage

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

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

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

Owners' Responsibility

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

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

Notes:

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

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。若買方在簽署轉讓契據前要求撤銷買賣協議，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，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) 若買方在簽立轉讓契據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）購買凱德苑／尚文苑／錦暉苑／旭禾苑／雍明苑的單位，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」）日期起計兩年內：
- 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三至第十年內：
- 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 would like to cancel the Agreement for Sale and Purchase (ASP) and if the HA agrees to the same, a sum equivalent to 5% of the purchase price will be retained by the HA as consideration for cancellation of the ASP. Besides, the purchaser is 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 under the Deed of Assignment will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Hoi Tak Court/Sheung Man Court/Kam Fai Court/Yuk Wo Court/Yung Ming 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 two 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) **Between the third to the tenth year from the date of the first assignment:**
- The owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
- (iii) **After ten years from the date of the first assignment:**
- The owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
 - The owner may also sell 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。

D 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定。特別當工程涉及鋪設／重新鋪設地台批盪超過25毫米、或加建／改建牆間隔（除非加建或改建的牆間隔是完全按照錦暉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錦暉苑樓宇設計所預定的核准間隔牆示意圖，可參閱錦暉苑裝修指引。有關裝修指引會於物業交吉時提供予買方。

- (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 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 Kam Fai 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 Kam Fai Court, please refer to the Guide for Decoration Works for Kam Fai Court, which will be made available to the purchaser on the delivery of vacant possession of the property.



32 參考圖

Reference Plan

錦暉苑單位的減音露台、減音窗及固定窗的參考圖
Reference Plan for Acoustic Balconies, Acoustic Windows and Fixed Windows of Flats in Kam Fai Court



圖例 NOTATION

BATH	浴室	Bathroom
H.R.	消防喉轆	Hose Reel
KIT	廚房	Kitchen
LIV/DIN	客 / 飯廳	Living/Dining Room
BAL	露台	Balcony
	減音窗	Acoustic Window
	固定窗	Fixed Window
RS & MRR	垃圾及物料回收室	Refuse Storage and Material Recovery Room
TELECOM AND ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
W.M.C	水錶櫃	Water Meter Cupboard
P.D.	管道槽	Pipe Duct

網址 WEBSITE

www.housingauthority.gov.hk/hos/2020/KamFai

發展項目及其周邊地區日後可能出現改變。

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

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