

出售居者有其屋計劃單位 2024
SALE OF HOME OWNERSHIP SCHEME FLATS 2024

驥華苑
Kei Wah Court



售樓說明書 SALES BROCHURE



你在購置驥華苑居者有其屋計劃(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」)作為賣方就出售驥華苑單位所指定的互聯網網站(下稱「指定網站」)(www.housingauthority.gov.hk/hos/2024/KeiWah)內的有關資訊，包括售樓說明書、價單及驥華苑單位的成交紀錄冊。
- 驥華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。
- 在指定網站內載有驥華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，你須付予房委會或驥華苑管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及 / 或清理廢料的費用(如有)。

3 價單、支付條款及按揭貸款安排

- 房委會會把價單所涵蓋的住宅物業悉數推售。房委會有絕對權利於售樓期間的任何時間撤回出售任何單位。
- 留意價單所載列的支付條款。
- 綠表買方於居屋銷售小組辦理簽署買賣協議手續時，可攜同總數為港幣六萬五千元正(HK\$65,000)的銀行本票，抬頭人為「香港房屋委員會」，或以「轉數快」方式繳付所需定金(不少於樓價的百分之五)，若上述銀行本票金額不足選購單位樓價的百分之五，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以「轉數快」方式繳付全數所需定金。
- 白表買方於居屋銷售小組辦理簽署買賣協議手續時，可攜同總數為港幣十三萬一千元正(HK\$131,000)的銀行本票，抬頭人為「香港房屋委員會」，或以「轉數快」方式繳付所需定金(不少於樓價的百分之十)，若上述銀行本票金額不足選購單位樓價的百分之十，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以「轉數快」方式繳付全數所需定金。
- 如你擬選用名列於房委會核准名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Kei Wah 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 Kei Wah Court (designated website) (www.housingauthority.gov.hk/hos/2024/KeiWah), including the sales brochure, price list and the register of transactions of the flats in Kei Wah Court.
- Sales brochure and price list for Kei Wah 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 Kei Wah 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 Kei Wah Court.

3 Price list, payment terms and mortgage loan arrangement

- The HA will offer to sell all the residential properties that are covered in a price list. The HA has the absolute right to withdraw from the sale of any flat at any time during the sales period.
- Pay attention to the terms of payment as set out in the price list.
- The Green Form Purchaser may, at the time of signing the Agreement for Sale and Purchase (ASP) at the HOS Sales Unit, pay via Faster Payment System (FPS) or bring along with him/her a cashier's order in the sum of HK\$65,000 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 is less than 5% of the purchase price, any outstanding balance should be paid by a cashier's order, a personal cheque or via FPS upon signing of the ASP, payment in cash or company cheque will not be accepted. Alternatively, the purchasers may settle the full amount of deposit via FPS upon signing of the ASP.
- The White Form Purchaser may, at the time of signing the ASP at the HOS Sales Unit, pay via FPS or bring along with him/her a cashier's order in the sum of HK\$131,000 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 is less than 10% of the purchase price, any outstanding balance should be paid by a cashier's order, a personal cheque or via FPS upon signing of the ASP, payment in cash or company cheque will not be accepted. Alternatively, the purchasers may settle the full amount of deposit via FPS upon signing of the ASP.
- 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.

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

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

4 物業的面積及四周環境

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

5 售樓說明書

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

- 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)。
- 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。
- 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(包括印花稅(如有)及註冊費)。

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

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

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

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

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

8 Register of transactions

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

9 Agreement for sale and purchase

- At the time of signing the ASP at the HOS Sales Unit, a deposit of not less than 5% of the purchase price (for Green Form applicants) or not less than 10% of the purchase price (for White Form applicants) is payable by you to the HA (Please refer to item 3 on page 1 regarding price list, payment terms and mortgage loan arrangement).
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the ASP.
- Pay attention to the floor plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. A provision is incorporated in an ASP for uncompleted development requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Independent Checking Unit of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)).
- If you request for cancelling the ASP where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, you are required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty (if any) and registration fee) in connection with or arising from the cancellation of the ASP.

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties

- 買方只可將該物業作私人住宅用途，及受制於《房屋條例》(第283章)、「限制轉讓條款」、「政府批地書」及其任何修訂條文或變更的規定，並確保該物業將由其本人及名列購買該物業申請表上的全部家庭成員居住。任何家庭成員(包括買方本人在內)倘事前未得房委會的書面同意，不再實際或永久居於該物業，則不論原因為何，房委會有權要求買方把該物業轉讓回房委會，而買方在收到房委會的書面要求後，須立即(及在任何情況下不遲於該要求日期起計28天內或房委會的指定日期，以較後日期為準)簽立轉讓契據(採用房委會準備或房委會以唯一及絕對酌情權批准的格式)將該物業在免除任何產權負擔之情況下轉讓回房委會，及在買方簽立轉讓契據之同時或之前，將該物業交吉予房委會，有關費用及支出概由買方負責。

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49頁的對買方的警告)

適用於一手未落成住宅物業

11 預計關鍵日期及收樓日期

- 查閱售樓說明書中驥華苑的預計關鍵日期。
 - 「關鍵日期」指該項目在遵照經批准的建築圖則的情況下在各方面均屬完成的日期。有關「關鍵日期」的定義的詳情，請參閱條例第2條。
 - 售樓說明書中驥華苑的預計關鍵日期並不同買方的「收樓日期」。買方的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 驥華苑的收樓日期：
 - 房委會須於驥華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驥華苑。

- The purchaser shall use the property for private residential purposes only, and subject to the Housing Ordinance (Cap.283), the Restriction on Alienation Clause, the Government Grant and any amendments or modifications thereto, shall ensure that the property shall be occupied by himself and all the members of his family named in the Application Form for the purchase of the property. If, without the prior written consent of the HA, any family member, including the purchaser, ceases to actually or permanently live in the property for whatsoever reason(s), the HA has the right to require the purchaser to assign the property back to the HA. The purchaser shall forthwith upon the written request of the HA (and in any event not later than 28 days from the date of the request or the date as specified by the HA, whichever is the later) execute an assignment (in the form to be prepared or approved by the HA in its sole and absolute discretion) of the property back to the HA free from encumbrances and on or before the purchaser's execution of the assignment, deliver to the HA vacant possession of the property at the costs and expenses of the purchaser.

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 49)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Kei Wah 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 Kei Wah Court in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date for Kei Wah Court:
 - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Kei Wah 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 Kei Wah Court beyond the estimated material date.

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

適用於一手已落成住宅物業

12 賣方資料表格

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

13 買方須注意的其他事項

- 有關驥華苑居屋單位的轉讓限制，請參閱第74頁至75頁。
- 本銷售計劃下出售的驥華苑居屋單位的使用、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

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

For first-hand completed residential properties

12 Vendor's information form

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

13 Other points to note

- For alienation restrictions of HOS flats in Kei Wah Court, please refer to pages 74 to 75.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Kei Wah 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



發展項目的資料

Information on the Development

發展項目名稱	Name of the Development
驥華苑	Kei Wah Court
街道名稱及門牌號數	Name of street and street number
電照街9號	9 Tin Chiu Street
樓層總數	Total number of storeys
35層(包括地下、平台1層、平台2層及天台)	35 storeys (including G/F, P1/F, P2/F and roof)
樓層號數	Floor numbering
地下、平台1層、平台2層、3樓至33樓及天台	G/F, P1/F, P2/F, 3/F to 33/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	Roof

註：驥華苑已於2024年6月17日獲發佔用文件(即佔用許可證)。

Note: An occupation document (i.e. Occupation Permit) of Kei Wah Court was obtained on 17 June 2024.



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
興勝建築有限公司	Hanison Construction Company Limited
代表賣方的律師事務所	Firm(s) of solicitors acting for the vendor
麥黃張律師行	Gary Mak, Dennis Wong & Chang
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

有參與發展項目的各方的關係
Relationship between Parties Involved in the Development

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



發展項目的設計的資料

Information on Design of the Development

發展項目有構成圍封牆的一部分的非結構的預製外牆。

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

非結構的預製外牆的厚度範圍：

150 毫米 – 270 毫米

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

150mm – 270mm

每個住宅物業的非結構的預製外牆的總面積：

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

樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
3樓 – 33樓 3/F – 33/F	1, 2	0.760
	3	0.761
	4	1.555
	5, 6	1.717
3樓 3/F	7	1.989
4樓 – 33樓 4/F – 33/F	7	2.187
3樓 – 33樓 3/F – 33/F	8	1.517

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












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



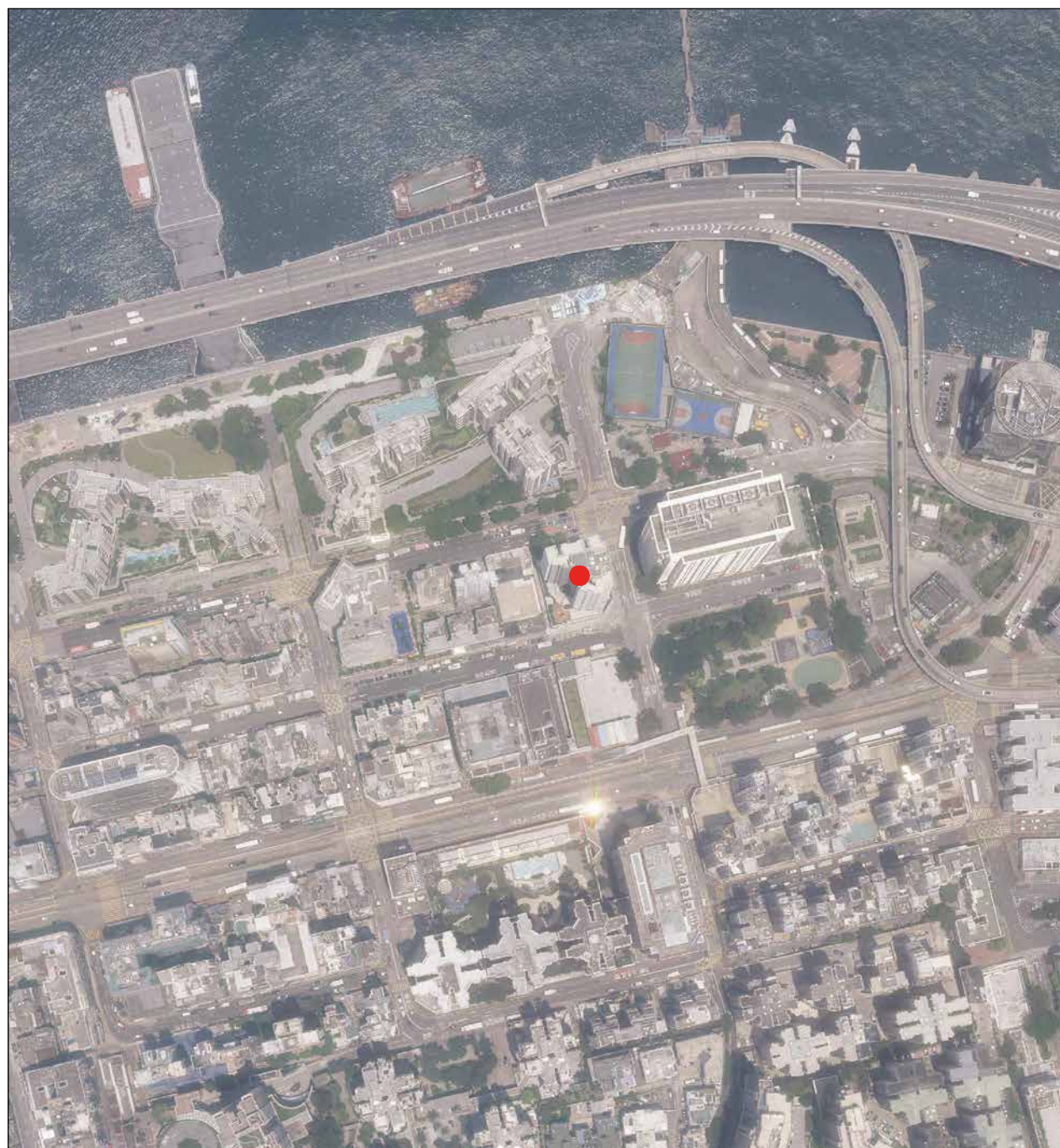
	學校 (包括幼稚園) A School (including a Kindergarten)		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		公園 A Public Park
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		宗教場所 (包括教堂、廟宇及祠堂) A Religious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

地圖由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

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

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。

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.



此鳥瞰照片並不覆蓋空白範圍。
This blank area falls outside the coverage of the relevant aerial photograph.



● 驥華苑
Kei Wah Court

摘錄自地政總署測繪處於2024年8月7日在6,000呎飛行高度拍攝之鳥瞰照片，照片編號為E224970C。

照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,000 feet, photo no. E224970C, dated 7 August 2024.

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

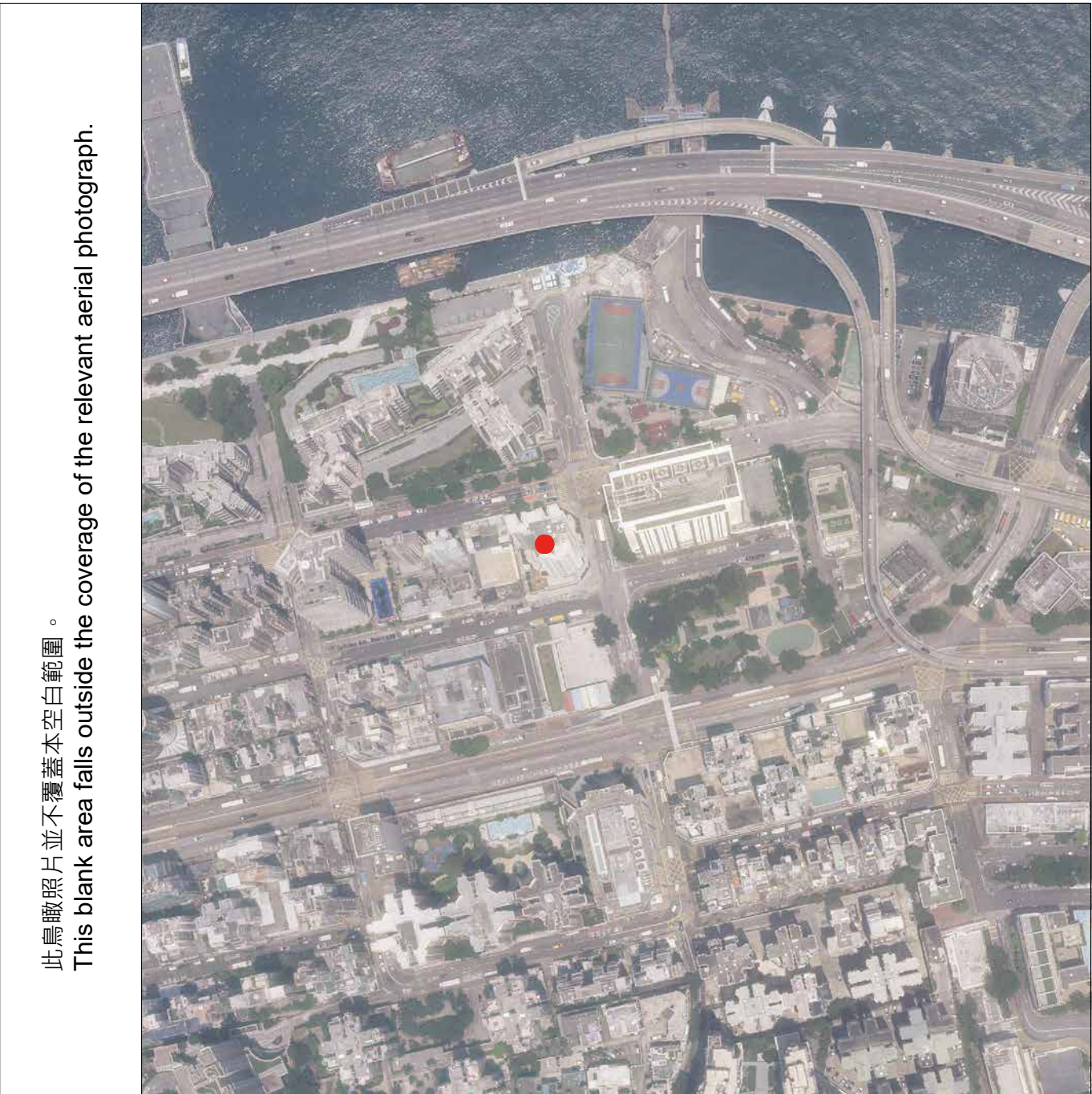
註：

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

Notes:

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

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



● 驥華苑
Kei Wah Court

摘錄自地政總署測繪處於2024年8月7日在6,000呎飛行高度拍攝之鳥瞰照片，照片編號為E224969C。

照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,000 feet, photo no. E224969C, dated 7 August 2024.

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

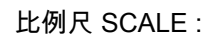
註：

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

Notes:

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

Outline Zoning Plan Relating to the Development



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



驥華苑
 Kei Wah Court

圖例 NOTATION

地帶 ZONES			
C	商業	Commercial	CDA 綜合發展區
R(A)	住宅(甲類)	Residential (Group A)	GIC 政府、機構或社區
R(B)	住宅(乙類)	Residential (Group B)	O 休憩用地
GB	綠化地帶	Green Belt	OU 其他指定用途
CP	郊野公園	Country Park	
交通 COMMUNICATIONS			
	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	
	建築物高度管制區界線	Building Height Control Zone Boundary	
	非建築用地	Non-Building Area	PFS 加油站

摘錄自2010年9月17日刊憲之鰂魚涌分區計劃大綱核准圖，圖則編號為 S/H21/28。
 Adopted from part of the approved Quarry Bay Outline Zoning Plan No. S/H21/28 gazetted on 17 September 2010.

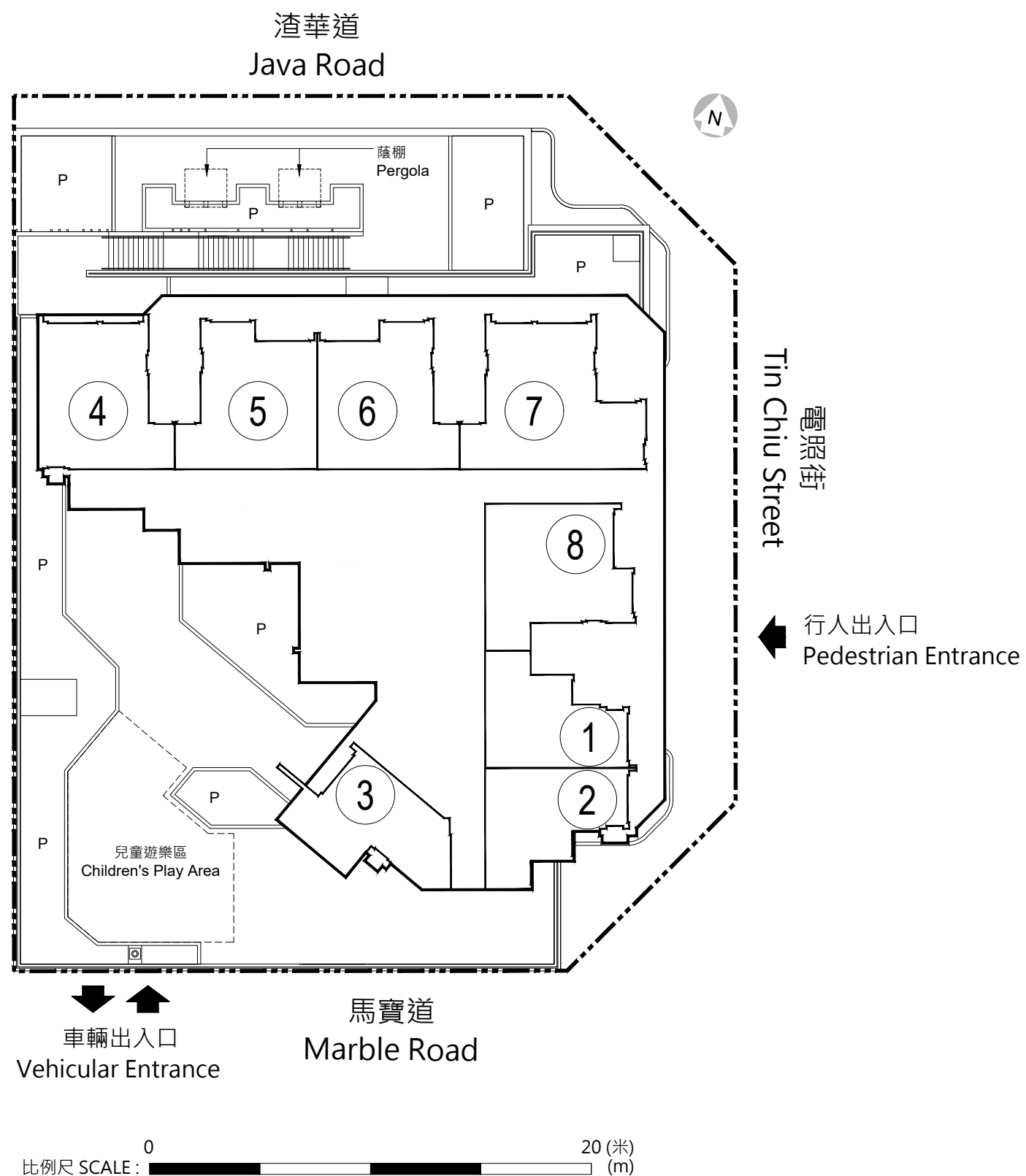
- 註：
- 賣方建議買方到該發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳的了解。
 - 由於該發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所要求顯示的範圍。
 - 政府可根據《城市規劃條例》，隨時更改分區計劃大綱圖。
 - 在售楼說明書印製日期適用的最新版本的分區計劃大綱圖可於房委會客務中心開放時間內免費查閱。

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



發展項目的布局圖

Layout Plan of the Development



圖例 NOTATION

— · — · —	地界	Lot Boundary
①	3樓-33樓單位室號	Flat Number on 3/F to 33/F
P	花槽	Planter

3樓平面圖

3/F Floor Plan



圖例 NOTATION

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

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

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

註： 平面圖所列之數字為以毫米標示之建築結構尺寸。

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

Floor Plans of Residential Properties in the Development

4/F – 33/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.750米(33樓除外)。
33樓每個住宅物業的層與層之間的高度為2.790米(8號單位除外)。
33樓8號單位的層與層之間的高度為2.790米及2.970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(33樓除外)。
33樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米(8號單位除外)。
33樓8號單位住宅物業的樓板(不包括灰泥)的厚度為200毫米及380毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.750m (except 33/F).
The floor-to-floor height of each residential property on 33/F is 2.790m (except Flat 8).
The floor-to-floor height of Flat 8 on 33/F are 2.790m and 2.970m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 215mm (except 33/F).
The thicknesses of the floor slabs (excluding plaster) of each residential property on 33/F are 200mm (except Flat 8).
The thicknesses of the floor slabs (excluding plaster) of Flat 8 on 33/F are 200mm and 380mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

註： 平面圖所列之數字為以毫米標示之建築結構尺寸。

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



發展項目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
3樓 - 33樓 3/F - 33/F	1	26.0 (280) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	2	26.4 (284) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	3	27.7 (298) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	4	35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	5, 6	35.2 (379) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	7	42.5 (457) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	8	36.2 (390) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。

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

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

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

地下停車位平面圖

Floor Plan of Parking Spaces on Ground Floor

圖例 NOTATION

	地界	Lot Boundary
P	花槽	Planter

停車位類別 Category of Parking Space	數目 Number	每個停車位的尺寸 (長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積 (平方米) Area of Each Parking Space (sq.m.)
有蓋汽車停車位 Covered Car Parking Spaces	13	5.0 x 2.5	12.50
有蓋電單車停車位 Covered Motorcycle Parking Spaces	3	2.4 x 1.0	2.40
有蓋上落客貨停車位 Covered Loading and Unloading Bay	1	11.0 x 3.5	38.50
有蓋垃圾車專用車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicle	1	12.0 x 5.0	60.00
有蓋暢通易達汽車停車位 Covered Accessible Car Parking Space	1	5.0 x 3.5	17.5





臨時買賣合約的摘要

Summary of Preliminary Agreement for Sale and Purchase

不適用 Not applicable

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

「**公用地方與設施**」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，包括但不限於警衛室(包括其「固定窗」)、垃圾及物料回收房與廢物收集站、垃圾車專用車位、檢測水錶房、管道槽、電錶房、花灑控制閥房、消防入水掣、電纜管道房、垃圾及物料回收房與廢物收集站的上部、金屬維修平台、電錶房的上部、維修平台、冷氣機台、消防及花灑泵房、食水及沖廁水泵房、應急發電機房、電訊及廣播設備室、風機房、總電制房、變壓器房(變壓器分隔室)、變壓器房(高電壓電制分隔室)、潔淨服務承辦商辦事處、升降機大堂、無分性別暢通易達洗手間、屋苑管理處、業主立案法團辦事處、電器室、技工工場、洗手間、罩屋、廢氣管道、室內管道房、水錶房(自動讀錶系統)(該房間內已安裝或擬安裝之「自動讀錶外站」除外)、通風管道房、緩衝水缸、沖廁水水缸、消防水缸、食水水缸、灌溉及清洗地板用水水缸、通風管道房的上部、外牆(附屬於「住宅大廈」(如有)除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以橙色及橙色間黑十字線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)以資識別的範圍，以及香港房屋委員會(下稱「房委會」)可隨時按照「公契」之條款指定為「屋苑公用地方與設施」並且擬供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」附加地方、系統、裝置與設施，但(「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」、屬於任何「公用事業公司」及電訊及廣播服務提供者的

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-Deed (if any), each of which Common Areas and Facilities shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the 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 guard house (including the Fixed Windows therein), refuse storage and material recovery chamber and junk collection point, loading and unloading space reserved for refuse collection vehicle, check water meter chambers, pipe ducts, electrical meter rooms, sprinkler control valve set room, fire service inlet, cable duct rooms, upper part of refuse storage and material recovery chamber and junk collection point, metal maintenance platform, upper part of electrical meter room, working platform, air-conditioner platform, fire service and sprinkler pump room, fresh and flush water pump room, emergency generator room, telecommunications and broadcasting equipment room, fan room, main switch room, transformer room (transformer compartment), transformer room (high voltage switchgear compartment), cleansing contractor's office, lift lobby, unisex accessible toilets, estate management office, owners' corporation office, electrical room, artisans' workshop, toilets, dog house, exhaust flue pipe, chamber duct room, water meter room (automatic meter reading system)(excluding the automatic meter reading outstation(s) installed or to be installed in or within such room), vent duct room, buffer tank, flush water tanks, fire service water tank, fresh water tanks, irrigation and floor washing water tank, upper part of vent duct room, external walls (other than those pertaining to the Residential Block (if any)) 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 and orange cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as “HA”) in accordance with the provisions of the DMC 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

公契的摘要

Summary of Deed of Mutual Covenant

裝置和「屋苑」內由個別「業主」(「屋苑公用地方與設施」之「業主」除外)擁有專有權和特權持有、使用、佔用與享用專有地方和「屋苑」內只為任何個別「業主」(「屋苑公用地方與設施」之「業主」除外)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「該租契」條款第3.18條所指的休憩空間、「氣體錶前的氣體喉管」、「該租契」條款第3.15(c)條所指的「綠化範圍」、上落客貨停車位、升降機、管道槽、洗手間、升降機大堂、保安員櫃位、石壘花槽、升降機大堂的上部、通風斗、蔭棚、平台層、鋼筋混凝土裝飾簷、平台、兒童遊樂區、有蓋園景及遊樂區、休息區、儲物室、冷氣機台、罩屋、垃圾及物料回收室、電訊及特低壓機房、平台、電錶房、升降機槽、食水增壓泵房、升降機機房、混凝土罩、非結構性預製外牆(即現於「公契」所夾附圖則以「PF」顯示以資識別)、三樓簷篷下有蓋範圍、隔聲簷、附屬於「住宅大廈」外牆、公共天線廣播分佈系統、電訊網絡設施，和於「住宅大廈」內提供或安裝，並旨在為整個「住宅大廈」服務的任何其他系統、裝置及設施，即現於「公契」所夾附圖則分別以棕色、棕色加黑斜線及棕色間黑十字線顯示(只要該等地方、系統、裝置及設施可在該圖則辨識)以資識別的範圍(及為釋疑慮起見，包括該等已填色的範圍之防水層及附屬排水渠)；以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施，但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬於任何「公用事業公司」及電訊及廣播服務提供者的裝置及「住宅大廈」內由個別「業主」擁有專有權和特權持有、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。

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 (excluding the Owner of the Estate Common Areas and Facilities) and such facilities within the Estate serving only any particular Owner (excluding the Owner of the Estate Common Areas and Facilities).

“Residential Block Common Areas and Facilities” shall mean and include but not limited to the open space referred to in Clause 3.18 of the Lease, Gas Pipe Before Meter, Greenery Area referred to in Clause 3.15(c) of the Lease, loading and unloading bay, lifts, pipe ducts, toilet, lift lobbies, guard counter, kerb planter, upper part of lift lobby, ventilation funnel(s), pergola, podium deck, reinforced concrete architectural fins, podium, children’s play areas, covered landscaped and play area, sitting area, store room, air-conditioner platform, dog houses, refuse storage and material recovery rooms, telecom and extra low voltage rooms, flat roofs, electrical meter rooms, lift shafts, fresh water booster pump room, lift machine room, concrete hoods, non-structural pre-fabricated external walls (which are for the purpose of identification only marked “PF” on the plans annexed to the DMC), covered area under 3/F canopy, acoustic fins, external wall pertaining to the Residential Block, aerial broadcast distribution system, telecommunications network facilities, any other systems, devices and facilities provided or 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 such plans) on the plans annexed to the DMC (and for the avoidance of doubt, including the waterproofing layers on the areas so coloured and the ancillary drains) 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 in accordance with the provisions of the DMC 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 the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Block serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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
3 樓 – 33 樓 3/F – 33/F	1	48 / 15,644
	2	49 / 15,644
	3	51 / 15,644
	4	66 / 15,644
	5, 6	65 / 15,644
	7	79 / 15,644
	8	67 / 15,644

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

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)的條文另有規定,「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」條款終止為止。

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), the 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 the HA's appointment in accordance with the provisions of the DMC.

公契的摘要
Summary of Deed of Mutual Covenant

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

- (1) 每名「業主」均須繳付「經理人」釐定的月費，以分擔管理「屋苑」所招致的必要及合理費用、收費及開支，攤付金額乃根據每名「業主」以專有權持有、使用、佔用和享用的「屋苑」部分之「管理份數」按比例計算，「經理人」應按照「公契」條文制訂的周年財政預算釐定管理月費款額。
- (2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
3 樓 – 33 樓 3/F – 33/F	1	48 / 15,634
	2	49 / 15,634
	3	51 / 15,634
	4	66 / 15,634
	5, 6	65 / 15,634
	7	79 / 15,634
	8	67 / 15,634

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

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

E 計算管理費按金的基準

每個「單位」的「業主」均須向「經理人」繳付一筆按金，金額不超過「經理人」以按照「公契」條文制訂的首年管理開支預算訂定就每個「單位」「業主」應繳的管理月費的三倍。

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

The amount of management fee deposit is a sum not exceeding 3 times the monthly management fee payable by the Owner in respect of each Unit as may be determined by the Manager based on the first year's budgeted management expenses made in accordance with the provisions of the DMC.

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

Not applicable

註：請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。「公契」的全文可於「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」就出售驥華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 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 Kei Wah Court.

位於內地段第9079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14日。

1 發展項目位於內地段第9079號(下稱「該地段」)。

2 「該地段」的批租年期為50年，由2022年2月14日起計(下稱「批租年期」)。

3 「該租契」條款第3.3條訂明：

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

4 「該租契」條款第3.7條訂明：

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

5 「該租契」條款第3.13條訂明：

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

The government lease governing the Development by the Hong Kong Housing Authority ("the Lessee" which expression shall where the context so admits include its successors and assigns) in respect of the whole of Inland Lot No. 9079 ("the Lease") is dated the 14th day of February 2022.

1 The Development is situated on Inland Lot No. 9079 ("the Lot").

2 The Lot is granted for a term of 50 years commencing from the 14th day of February 2022 ("the Lease Term").

3 Clause No. 3.3 of the Lease stipulates that:

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

4 Clause No. 3.7 of the Lease stipulates that:

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

5 Clause No. 3.13 of the Lease stipulates that:

Subject to the terms and covenants contained in the Lease, the Lessee shall not use or permit or suffer to be used the Lot or any part thereof or any building or buildings erected or to be erected thereon or any part of such building or buildings for any purpose other than for private residential purposes together with such ancillary facilities as referred to in the Lease and in particular, any residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

6 「該租契」條款第3.14(c)及(d)條訂明：

- (c) 受制於「該租契」第3.14條(a)款的規定下，「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供並維持：
- (i) 總樓面面積不多過114平方米的潔淨服務承辦商辦事處、技工工場、作屋苑管理用途的辦事處、蔭棚及經「署長」書面批准的其他設施；及
 - (ii) 總樓面面積不多過344平方米之根據「該租契」條款第3.24(a)條提供的停車位或其部分及於地面有蓋範圍供上述停車位使用的其他範圍，包括為管理或控制停車場或供停車場使用之附屬設施及經「署長」書面批准的其他設施。何謂地面水平及為管理或控制停車場或供停車場使用之附屬設施將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。就計算上述停車位或其部分及根據「該租契」條款第3.14條(c)(ii)款於地面有蓋範圍供上述停車位使用的其他範圍之總樓面面積而言，上述停車位或其部分之面積的百分之五十連同於地面有蓋範圍供上述停車位使用的其他範圍之面積的百分之五十應計入總樓面面積，「署長」的決定為最終決定並對「承租人」具約束力；
- (d) 「承租人」可於「該地段」豎立或建造為妥善管理及維持「該地段」內發展項目所需的其他設施，其中包括：
- (i) 總樓面面積不超過35平方米的供「業主委員會」或「業主立案法團」使用的辦事處；及
 - (ii) 總樓面面積不超過20平方米的作屋苑管理用途之保安員櫃位及洗手間；
- 為免生疑問，根據「該租契」條款第3.14條(d)款所提供的空間不計入「該租契」條款第3.14條(a)款所指的總樓面面積；

6 Clause No. 3.14(c) and (d) of the Lease stipulates that:

- (c) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director:
- (i) office for cleansing contractor, workshop for artisans, offices for estate management purposes, pergola and such other facility or facilities as may be approved by the Director in writing having a total gross floor area of not more than 114 square metres; and
 - (ii) parking spaces to be provided in accordance with Clause 3.24(a) of the Lease or part or parts thereof and other areas serving such parking spaces within the covered area at the ground level, including the ancillary facilities for carpark management or control or for serving the carpark and such other facilities as may be approved by the Director in writing having a total gross floor area of not more than 344 square metres, the decision of the Director as to what constitutes the ground level and the ancillary facilities for carpark management or control or for serving the carpark shall be final and binding on the Lessee. For the purpose of calculating the total gross floor area of the aforesaid parking spaces or part or parts thereof and other areas serving such parking spaces within the covered area at the ground level under sub-clause (c)(ii) of Clause No. 3.14 of the Lease, only 50% of such parking spaces or part or parts thereof together with 50% of other areas serving such parking spaces within the covered area at the ground level shall be taken into account as to which the decision of the Director shall be final and binding on the Lessee;
- (d) the Lessee may erect or construct on the Lot other facilities which are required for the proper management and maintenance of the development on the Lot including:
- (i) office for use by Owners' Committee or Owners' Corporation having a total gross floor area of not exceeding 35 square metres; and
 - (ii) guard counter and toilet for estate management purposes having a total gross floor area of not exceeding 20 square metres;
- for the avoidance of doubt, space provided in accordance with sub-clause (d) of Clause No. 3.14 of the Lease shall not be taken into account in calculating the total gross floor area stipulated in sub-clause (a) of Clause No. 3.14 of the Lease;

批地文件的摘要

Summary of Land Grant

7 「該租契」條款第3.15(c) 條訂明：

- (c) (i) 「承租人」須自費向運輸及房屋局常任秘書長(房屋)提交圖則以待書面審批，該圖則標明在「該地段」或已建或擬建於「該地段」之上的建築物上或內提供及維持綠化(包括但不限於提供於泥土栽種的活生植物)之部分(下稱「綠化範圍」)、「綠化範圍」之布局與大小及運輸及房屋局常任秘書長(房屋)所要求或行使其獨有酌情權訂明的其他資料(包括但不限於「綠化範圍」之建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。就「綠化建議書」中何謂提供綠化及在「該地段」或建築物的哪些部分為「綠化範圍」將由運輸及房屋局常任秘書長(房屋)決定，其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3.15條(c)款而言，「建築工程」根據《建築物條例》及其下的規例及任何修訂法例定義；
- (ii) 「承租人」須自費根據「獲批准綠化建議書」實施及完成「綠化範圍」之建築工程，及此後以各方面均令運輸及房屋局常任秘書長(房屋)滿意的方式維持「綠化範圍」。未經運輸及房屋局常任秘書長(房屋)事先書面批准，不得修訂、更改、改動、修改或以另一建議書代替「獲批准綠化建議書」或標明「綠化範圍」之圖則；及
- (iii) 除非事先獲得運輸及房屋局常任秘書長(房屋)書面批准，否則「獲批准綠化建議書」所示之「綠化範圍」須被指定為並構成「該租契」條款第3.22(a)(v)條所指的「公用地方」的其中一部分，及不得用作根據「獲批准綠化建議書」所述之布局、大小、位置及詳情作「綠化範圍」以外的任何其他用途。

8 「該租契」條款第3.16條訂明：

「承租人」須自費於「該地段」建築、提供及維持完整的垃圾收集系統，並使「署長」及食物環境衛生署署長滿意。

9 「該租契」條款第3.17條訂明：

未經「署長」事先書面同意，不得移除或干擾生長於「該地段」或相鄰範圍的樹木。「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。

7 Clause No. 3.15(c) of the Lease stipulates that:

- (c) (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 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 sub-clause (c) of Clause No. 3.15 of the Lease, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (ii) the Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Transport and Housing (Housing). No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Transport and Housing (Housing); and
- (iii) except with the prior written approval of the Permanent Secretary for Transport and Housing (Housing), the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

8 Clause No. 3.16 of the Lease stipulates that:

The Lessee shall at its own expense and to the satisfaction of the Director and the Director of Food and Environmental Hygiene construct, provide and maintain within the Lot a comprehensive system of refuse collection.

9 Clause No. 3.17 of the Lease stipulates that:

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

10 「該租契」條款第3.18(a)及(b)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695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。何謂休憩空間將由「署長」決定，其決定為最終決定並對「承租人」具約束力。
- (b) 根據「該租契」條款第3.18條(a)款提供的休憩空間須被指定為並構成「該租契」條款第3.22(a)(v)條所指的「公用地方」的其中一部分。

11 「該租契」條款第3.19條訂明：

「承租人」須在「該地段」或其任何部分及平台(如有)未有建築之部分，自費進行環境美化工程及種植樹木及灌木，及其後須自費以令「署長」滿意的方式保養及使美化環境的工程維持在安全、潔淨、整齊、井然而健壯的狀態。

12 「該租契」條款第3.21(a)至(h)條訂明：

- (a) 除於「該租契」條款第3.21條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「住宅單位」或其任何部分或其中的任何權益(無論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 「業主」可無須事先向「承租人」繳付「補價」，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」無須事先向「承租人」繳付「補價」而有權就其「住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
 - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
 - (ii) 以買方身份訂立買賣協議及轉讓契據的人士為「承租人」以其獨有及絕對酌情權提名購買該「住宅單位」的人士；
 - (iii) 已遵從及遵守「承租人」以其獨有及絕對酌情權施加的所有要求、條款及條件(包括繳付行政費(如被要求時))；

10 Clause No. 3.18(a) and (b) of the 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 695 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 sub-clause (a) of Clause No. 3.18 of the Lease shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease.

11 Clause No. 3.19 of the Lease stipulates that:

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

12 Clause No. 3.21(a) to (h) of the Lease stipulates that:

- (a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.21 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) An owner may, without first making payment of the Premium to the Lessee, mortgage or charge the residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential flat without first making payment of the Premium to the Lessee provided that:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such residential flat;
 - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its sole and absolute discretion are observed and complied with;

批地文件的摘要

Summary of Land Grant

- (iv) 每份根據「該租契」條款第3.21條(c)款規定訂立的臨時買賣協議、買賣協議及轉讓契據須載有並受制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及
- (v) 倘若「業主」於「首次轉讓契據」日期起計五年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。
- (d) 於「期間」屆滿後，
 - (i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費(如被要求時)；以及
 - (ii) 在向「承租人」繳付「補價」前，「業主」可就其「住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第3.21條(a)款有所規定，「業主」可無須事先向「承租人」繳付「補價」，但須在遵照「承租人」施加的條款及條件(包括但不限於繳付行政費(如被要求時))的情況下，將其「住宅單位」或其中的任何權益轉讓予由「承租人」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第3.21條(d)款向「承租人」繳付「補價」後，「該租契」條款第3.21條將不再適用於該「業主」的「住宅單位」，並對該「業主」的「住宅單位」失去效力。
- (g) 就「該租契」條款第3.21條而言，
 - (i) 「合資格買方」指獲得「承租人」核證為符合資格購買「住宅單位」或其中任何權益的人士；
 - (ii) 「首次轉讓契據」指「承租人」向該「住宅單位」的首位「業主」轉讓「住宅單位」的首份轉讓契據；
 - (iii) 「承租人」一詞不包括其受讓人；
 - (iv) 「最初市值」指在「首次轉讓契據」中指明的「住宅單位」的市值；

- (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of sub-clause (c) of Clause No. 3.21 of the Lease shall each be subject to and contain such terms and conditions as may be required or authorised by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the Lease; and
- (v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (d) After the expiry of the Period,
 - (i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
 - (ii) an owner may enter into an agreement for sale and purchase of his residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding sub-clause (a) of Clause No. 3.21 of the Lease, an owner may, without first making payment of the Premium to the Lessee and in conformity with such terms and conditions as may be imposed by the Lessee (including but not limited to the payment of administrative fees, if required), assign his residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with sub-clause (d) of Clause No. 3.21 of the Lease, Clause No. 3.21 of the Lease shall no longer apply to and cease to have effect on the owner's residential flat.
- (g) For the purposes of Clause No. 3.21 of the 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) 「業主」指獲「承租人」根據「該租契」條款第3.20(a)條轉讓或同意轉讓「該地段」的不分割份數連同在「該地段」已建或擬建的建築物內之「住宅單位」的獨有管有權的人士；而就「該租契」條款第3.21條而言，包括其業權繼承人及「住宅單位」的承按人或承押記人；

(vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期15年的期間；

(vii) 「補價」指由房屋署署長釐定的款額(其釐定為最終決定及對「住宅單位」的「業主」具約束力)，該款額須根據以下公式計算—

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

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

(viii) 「買價」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「住宅單位」的價錢；以及

(ix) 「住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的住宅單位。

(h) 儘管「該租契」條款第3.21條(c)款、(e)款及(g)款有相反規定，「承租人」根據「該租契」條款第3.21條給予或作出任何批准、核證或提名或行使任何酌情權須受運輸及房屋局局長不時施加的條款及條件(如有)限制。

13 「該租契」條款第3.24(a)至(f)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》及其下的規例及任何修訂法例獲發牌並屬於「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11而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；#

(ii) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「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3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；

(v) “owner” means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a residential flat in the building or buildings erected or to be erected on the Lot under Clause No. 3.20(a) of the Lease; and for the purpose of Clause No. 3.21 of the Lease includes his successors-in-title and the mortgagee or chargee in respect of the residential flat;

(vi) “Period” means a period of 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 sub-clauses (c), (e) and (g) of Clause No. 3.21 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.21 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

13 Clause No. 3.24(a) to (f) of the 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 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 11 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;#

(ii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation 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 3 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;

批地文件的摘要

Summary of Land Grant

(iii) 一個供停泊根據《道路交通條例》及其下的規例及任何修訂法例界定的傷殘人士停泊屬於「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的停車位。該停車位的位置及水平須得到「署長」的書面批准而尺寸須由建築事務監督或「署長」全權酌情決定；及

(iv) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例獲發牌並屬於「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2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。

[#]註：根據一封日期為2024年11月13日由地政總署發出的信函，政府向香港房屋委員會授予短期豁免書(下稱「豁免書」)以豁免「該租契」條款第3.24(a)(i)條載有關於停車位用途的限制及要求，目的是(受運輸署署長不時以其全權及絕對酌情權施加的該等條款及條件所規限並在符合該等條款及條件的情況下)允許根據「該租契」條款第3.24(a)(i)條提供位於(按「該土地」公契中定義的)「停車場」內的停車位停泊(按《道路交通(車輛登記及領牌)規例》定義及根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的)客貨車。受限於「豁免書」中載有的相關條件，「豁免書」的有效期限從該信函的日期開始，屆滿日期則為以下較早發生者：(a)建於「該土地」上現稱為「驥華苑」的現有建築物拆卸之時或(b)「批租年期」屆滿之時或(c)「批租年期」屆滿前提早終止(無論該終止是根據「該租契」條款或其他原因)之時。欲了解「豁免書」更多資料，請參閱該信函。

(b) 根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款、(a)(iii)款及(a)(iv)款提供的停車位不得用作上述各款所述用途以外的任何其他用途，並且特此說明，上述停車位不得用作汽車存放、陳列或展覽，以作出售或其他用途或用作提供汽車清潔及美容服務。

(c) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持一個供根據《道路交通條例》及其下的規例及任何修訂法例獲發牌的汽車作上落客貨用途的停車位及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，不得更改上述供汽車作上落客貨用途的停車位及供垃圾收集車作裝卸用途的停車位各自的數目。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少須為4.7米，並且不得用作供與「該地段」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5.0米寬及12.0米長而樓底高度最少須為4.5米，並且該停車位不得用作供與「該地段」已建或擬建的建築物有關的垃圾收集車作裝卸用途以外的任何其他用途。

(iii) 1 space for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation 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 space so provided shall be located at such position and level as shall be approved in writing by the Director and of such dimension as shall be determined by the Building Authority or the Director at his sole discretion; and

(iv) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation 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 2 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.

[#]Note: Pursuant to a letter dated 13 November 2024 issued by the Lands Department, a temporary waiver (hereinafter referred to as the "Waiver") of the restriction and requirement on the user of the parking spaces as contained in Clause Nos. 3.24(a)(i) of the Lease has been granted by the Government to the Hong Kong Housing Authority, so as to permit, subject to and in compliance with such terms and conditions as may be imposed by the Commissioner for Transport at her sole and absolute discretion from time to time, the use of the spaces provided pursuant to Clause Nos. 3.24(a)(i) of the Lease and within the Car Park (as defined in the Deed of Mutual Covenant in respect of the Lot) for the parking of van-type light goods vehicles (as defined under the Road Traffic (Registration and Licensing of Vehicles) Regulations and licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation). Subject to relevant conditions set out in the Waiver, the Waiver shall be for a term commencing from the date of the said letter and expiring upon the earlier of (a) the demolition of the existing building or buildings erected on the Lot now known as Kei Wah Court or (b) the expiration of the Lease Term or (c) the sooner determination of the Lease Term whether in accordance with the Lease or otherwise. For more details on the Waiver, please refer to the said letter.

(b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.24 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of 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, any regulations made thereunder and any amending legislation and one space for the loading and unloading of refuse collection vehicles. The respective numbers of space 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. The space 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 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. The space 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 4.5 metres and such space 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) 就計算「該租契」條款第3.14(a)條所指的總樓面面積而言：
- (i) 以下面積不應該納入計算：
 - (I) 於地面水平以下提供的「該租契」條款第3.24條(a)款所述的停車位；及
 - (II) 於地面水平或地面水平以下提供的「該租契」條款第3.24條(c)款所述的停車位；
 - (ii) 於地面水平或地面水平以上提供的「該租契」條款第3.24條(a)款所述的停車位或於地面水平以上提供的「該租契」條款第3.24條(c)款所述的停車位樓面面積的百分之五十連同其他樓面面積(包括但不限於供該等停車位使用的升降機大堂、樓梯平台、行人通道、機動及流通區及機房)的百分之五十應計入「該租契」條款第3.14(a)條所指的總樓面面積，「署長」的決定為最終決定並對「承租人」具約束力。
- (e) 儘管有「該租契」條款第3.24條(d)(ii)款的規定，在「承租人」向「署長」繳付「署長」所決定的補地價及行政費的情況下，「署長」可憑其酌情權將「該租契」條款第3.24條(d)(ii)款所述之任何停車位及面積從「該租契」條款第3.14(a)條所指的總樓面面積的計算中剔除，「署長」的決定為最終決定並對「承租人」具約束力。
- (f) 就「該租契」條款第3.24條而言，何謂地面水平或任何停車位是否位於地面水平或其以上或以下將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。

14 「該租契」條款第3.25(a)至(i)條訂明：

- (a) 「承租人」須於「該租契」的日期起計12個曆月或「署長」可指定的延長期限內自費向「署長」存放一份或多份標示根據「該租契」條款第3.24條(a)款及(c)款將在「該地段」提供作停泊及上落客貨用途的停車位之布局的圖則(下稱「停車場布局圖」)。未經「署長」的事先書面批准，不得修訂、更改、改動、修改或以另一布局圖代替「停車場布局圖」。
- (b) 於「停車場布局圖」上標示作停泊及上落客貨用途的停車位不得用作「該租契」條款第3.24條(a)款及(c)款各所述用途以外的任何其他用途。「承租人」須根據「停車場布局圖」維持所有作停泊及上落客貨用途的停車位及其他地方，包括但不限於「停車場布局圖」上標示之升降機、樓梯平台、機動及流通區。
- (c) 除了「停車場布局圖」上標示的停車位之外，不得將「該地段」任何部分或其上任何建築物或構築物用作「該租契」條款第3.24條(a)款及(c)款各所述供汽車停泊及作上落客貨之用途。

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

14 Clause No. 3.25(a) to (i) of the Lease stipulates that:

- (a) Within 12 calendar months from the date of the Lease or such longer period as may be specified by the Director, the Lessee shall at its own expense deposit with the Director a plan or plans indicating the layout of the parking and loading and unloading spaces to be provided within the Lot in accordance with sub-clauses (a) and (c) of Clause No. 3.24 of the Lease (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the Director.
- (b) The parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in sub-clauses (a) and (c) of Clause No. 3.24 of the Lease. The Lessee shall maintain all parking, loading and unloading spaces, and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.
- (c) Except for the spaces indicated on the Car Park Layout Plans, no part of the Lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles set out respectively in sub-clauses (a) and (c) of Clause No. 3.24 of the Lease.

批地文件的摘要

Summary of Land Grant

- (d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.25條(a)款向「署長」存放「停車場布局圖」之前，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分之交易。
- (e) 「承租人」現：
 - (i) 同意「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權查閱、使用、複印及修訂「停車場布局圖」，及同意「署長」以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布「停車場布局圖」予任何政府部門或第三方(不論個人、商戶、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或「署長」或政府之主動查詢；及
 - (ii) 接受及確認「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.25條(e)(i)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「停車場布局圖」。
- (f) 就「該租契」條款第3.25條(e)款而言，「承租人」須促致或促使他人促致「停車場布局圖」的知識產權擁有人同意「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士查閱、使用、複印、修訂、披露及傳布「停車場布局圖」，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途。
- (g) 「承租人」現接受及確認根據「該租契」條款第3.25條(e)款及(f)款給予的同意將在「批租年期」屆滿或提前終止後繼續有效並對「承租人」具約束力。
- (h) 對於履行或未能履行任何「承租人」在「該租契」條款第3.25條(a)款、(b)款、(c)款、(d)款及(f)款之責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.25條(e)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.25條(e)(i)款就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不可就任何上述損失、損害、滋擾或干擾向政府提出索償。

- (d) Except with the prior written consent of the Director, no transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to the deposit of Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.25 of the Lease.
- (e) The Lessee hereby:
 - (i) gives its consent to the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the Director shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the Director's or the Government's own accord; and
 - (ii) accepts and acknowledges that the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of Clause No. 3.25 of the Lease.
- (f) For the purpose of sub-clause (e) of Clause No. 3.25 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of Clause No. 3.25 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.25 of the 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 authorised by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.25 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of Clause No. 3.25 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

- (i) 對於履行或未能履行任何「承租人」在「該租契」條款第3.25條(a)款、(b)款、(c)款、(d)款及(f)款下之責任；對於「停車場布局圖」中的任何遺漏或錯誤；對於「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.25條(e)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.25條(e)(i)款就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

15 「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或任何「署長」認為(其意見為最終決定並對「承租人」具約束力)因「該地段」的使用、「該地段」或其任何部分的建設或重建、在「該地段」進行的任何活動或「承租人」在「該地段」進行的任何其他工程(不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾)而對任何相鄰或毗連土地或「該地段」造成的任何損壞或土壤和地下水污染，不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，「承租人」須對政府作出彌償，並使政府持續得到彌償。

16 「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。

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

- (i) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.25 of the 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 authorised by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.25 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of Clause No. 3.25 of the Lease.

15 Clause No. 4.2 of the Lease stipulates that:

The Lessee hereby 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 any breach of the terms and covenants contained in the Lease or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the Lot where such damage or soil and groundwater contamination has, in the opinion of the Director (whose opinion shall be final and binding on the Lessee), arisen out of any use of the Lot or any development or redevelopment of the Lot or part thereof or out of any activities carried out on the Lot or out of any other works carried out thereon by the Lessee whether or not such use, development or redevelopment, activities or works are in compliance with the terms and covenants contained in the Lease or in breach thereof.

16 Clause No. 4.3 of the 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.

17 Clause No. 4.4 of the Lease stipulates that:

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

18 「該租契」條款第4.5(a)至(d)條訂明：

- (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、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」內的土地和任何毗鄰或毗連的政府土地或出租土地，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、斜坡處理工程、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良好和修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府在「該租契」下的權利，特別是「該租契」條款第4.4條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連的政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並對上述塌方、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (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、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求，並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

19 「該租契」條款第4.6條訂明：

如果在發展或重建「該地段」或其任何部分時已安裝預應力地樁，「承租人」須自費在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使「署長」滿意，並在「署長」可不時自行絕對酌情要求時提供上述檢驗工程的報告和資料給「署長」。如果「承租人」不理會或未能進行上述要求的檢查工程，「署長」可立即執行與進行該檢查工程，而「承租人」須在要求時歸還政府因此產生的費用。

18 Clause No. 4.5(a) to (d) of the Lease stipulates that:

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the 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 sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the 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.

19 Clause No. 4.6 of the Lease stipulates that:

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

20 「該租契」條款第4.7(a)及(b)條訂明：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「廢料」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業(下稱「政府的物業」)，「承租人」須自費清理該等「廢料」並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。
- (b) 儘管「該租契」條款第4.7條(a)款有所規定，「署長」可以(但無義務)應「承租人」的要求在「政府的物業」清理「廢料」並對「政府的物業」所造成的任何損壞作出彌補，而「承租人」須應要求向政府支付有關的費用。

21 「該租契」條款第4.8條訂明：

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

20 Clause No. 4.7(a) and (b) of the Lease stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify and keep indemnified the Government from and against 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 any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of Clause No. 4.7 of the Lease, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof.

21 Clause No. 4.8 of the Lease stipulates that:

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

22 「該租契」條款第4.9(a)及(b)條訂明：

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「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。

23 「該租契」條款第5.3(a)至(c)條訂明：

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

22 Clause No. 4.9(a) and (b) of the Lease stipulates that:

- (a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify and keep indemnified the Government 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 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.

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

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised 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 authorised by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 5.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility and other services pass to and from such adjoining or neighbouring land or premises provided that the Government shall have no liability in

或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.3條(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

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

24 「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」之上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。

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 authorised by any of them under sub-clause (b) of Clause No. 5.3 of the Lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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

24 Clause No. 5.5 of the 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 and Housing has been changed to the Secretary for Housing.
2. Since 1 July 2022, the Permanent Secretary for Transport and Housing (Housing) has been changed to the Permanent Secretary for Housing.
3. For full details of the above provisions and other provisions in the Lease, please refer to the Lease. Full script of the Lease is available for inspection free of charge during opening hours at the HOS Sales Unit at the HA Customer Service Centre.

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第4.9(a)及(b)條訂明：

- (a) 「承租人」(見批地文件的摘要內的定義)須自費建造與保養不論在「該地段」(見批地文件的摘要內的定義)邊界內或政府土地上「署長」(見批地文件的摘要內的定義)認為必要的排水渠及渠道，以便截斷與引導所有落於或流淌在「該地段」的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，並使「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾，而不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，自行負責並對政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「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

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

- i. 根據「公契」第四節第18條第(j)項(1)款及(2)款，「經理人」具有權力、職能與責任保持以下設施運作良好及修繕妥當的狀態：
 - (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。

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

1. DRAINS AND CHANNELS

(i) Relevant provisions of the land grant

Clause No. 4.9(a) and (b) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) The Lessee (as defined in the Summary of Land Grant) shall construct and maintain at its own expense and to the satisfaction of the Director (as defined in the Summary of Land Grant) such drains and channels, whether within the boundaries of the Lot (as defined in the Summary of Land Grant) 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 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 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 Deed of Mutual Covenant

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

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

- (2) 不論位於「該地段」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「署長」滿意的排水渠和渠道。
- ii. 根據「公契」第四節第18條第(aw)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養所需的排水渠及渠道，以將落在或流經「該地段」上的暴雨或雨水截流並排送至最接近的水道、集水井、渠道或政府雨水渠。
- iii. 根據「公契」第四節第18條第(ax)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.3條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。
- iv. 根據「公契」第四節第18條第(be)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」條款第4.9條所指及要求的排水渠及渠道。
- v. 根據「公契」第七節第51(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)，以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務(專為「住宅大廈」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vi. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱、承座及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。
- vii. 根據「公契」第二附錄B部分第(a)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權必須遵從以下權利及特權：「經理人」有全權及特權在發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其
- (2) the drains and channels whether within the boundaries of the Lot or the land adjacent thereto or on Government land which the Owners are required by the Lease to construct and maintain to the satisfaction of the Director.
- ii. Pursuant to Clause 18(aw) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain, all storm-water or rain-water falling or flowing on to the Lot to the satisfaction of the Director.
- iii. Pursuant to Clause 18(ax) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3 of the Lease to the satisfaction of the Director.
- iv. Pursuant to Clause 18(be) 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 and required under Clause 4.9 of the Lease to the satisfaction of the Director.
- v. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget 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) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Block), or that are required to be maintained under the Lease.
- vi. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns, bearings and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Block.
- vii. Pursuant to Clause (a) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of 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 Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual

公共設施及公眾休憩用地的資料

Information on Public Facilities and Public Open Spaces

他器具、設備或裝備之必要維修工程，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本「公契」或「副公契」(如有者)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「經理人」、其工人、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。

- viii. 根據「公契」第二附錄B部分第(b)條，每份「不分割份數」及持有、使用、佔用和享用「屋苑」有關部分的專有權是受限於讓水、污水、氣體及電力，藉自由而不受干擾地通過現時或此後任何時間可能位於他擁有的「屋苑」部分或其任何部分內或設於其下的污水渠、排水渠、水道、電纜、水管和電線，以往來「屋苑」(不包括他擁有的部分)的通行權。
- ix. 根據「公契」第四附錄第19條，每位「業主」或佔用人須按「經理人」通知負責修理任何位於他擁有或佔用之「屋苑」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。

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

1. 公用事業設施或其他服務

(i) 批地文件的有關條文

「該租契」條款第5.3(a)至(c)條訂明：

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

Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

- viii. Pursuant to Clause (b) in Part B of the Second Schedule to the DMC, each of the Undivided Shares and the exclusive right to hold use occupy and enjoy such part of the Estate is held subject to the free and uninterrupted passage and running of water, sewage, gas and electricity from and to the Estate (other than that part owned by him) through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.
- ix. Pursuant to Clause 19 of the Fourth Schedule to the DMC, each Owner or occupier shall be responsible, upon notification by the Manager, to repair any defective drains, outlets or connections to any water-closets or other water apparatus in such part of the Estate owned or occupied by him and shall be responsible for any damage to any other part of the Estate resulting from the disrepair of the said drains, outlets and connections.

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

1. UTILITY OR OTHER SERVICES

(i) Relevant provisions of the land grant

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

- (a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised 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 authorised by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purpose of inspecting, maintaining, repairing and renewing all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in sub-clause (a) of Clause No. 5.3 of the Lease passing along, through, over, upon, under or in the Lot or any part thereof through which gas, electricity, fresh or salt water, soil, drainage, air, smoke or other

便讓氣體、電力、淡水或鹹水、污物、污水、空氣、煙或其他排出物、電話、水、公用事業設施及其他服務往來該等毗連或鄰近土地或處所，惟政府不會為「承租人」因任何毗連或鄰近土地或處所的承租人、租戶、佔用人或獲許可人或任何其他獲得上述人士正式授權的人士行使「該租契」條款第5.3條(b)款所賦予的權利所引起或附帶引起而引致蒙受的任何損失、損害、滋擾或干擾負上任何責任，「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

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

(ii) 公契的有關條文

請參閱上文第A1(ii)i、A1(ii)ii、A1(ii)iii、A1(ii)iv、A1(ii)v、A1(ii)vi、A1(ii)vii、A1(ii)viii及A1(ii)ix段。

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

不適用

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

不適用

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 authorised by any of them under sub-clause (b) of Clause No. 5.3 of the Lease and no claim shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraphs A1(ii)i, A1(ii)ii, A1(ii)iii, A1(ii)iv, A1(ii)v, A1(ii)vi, A1(ii)vii, A1(ii)viii and A1(ii)ix above.

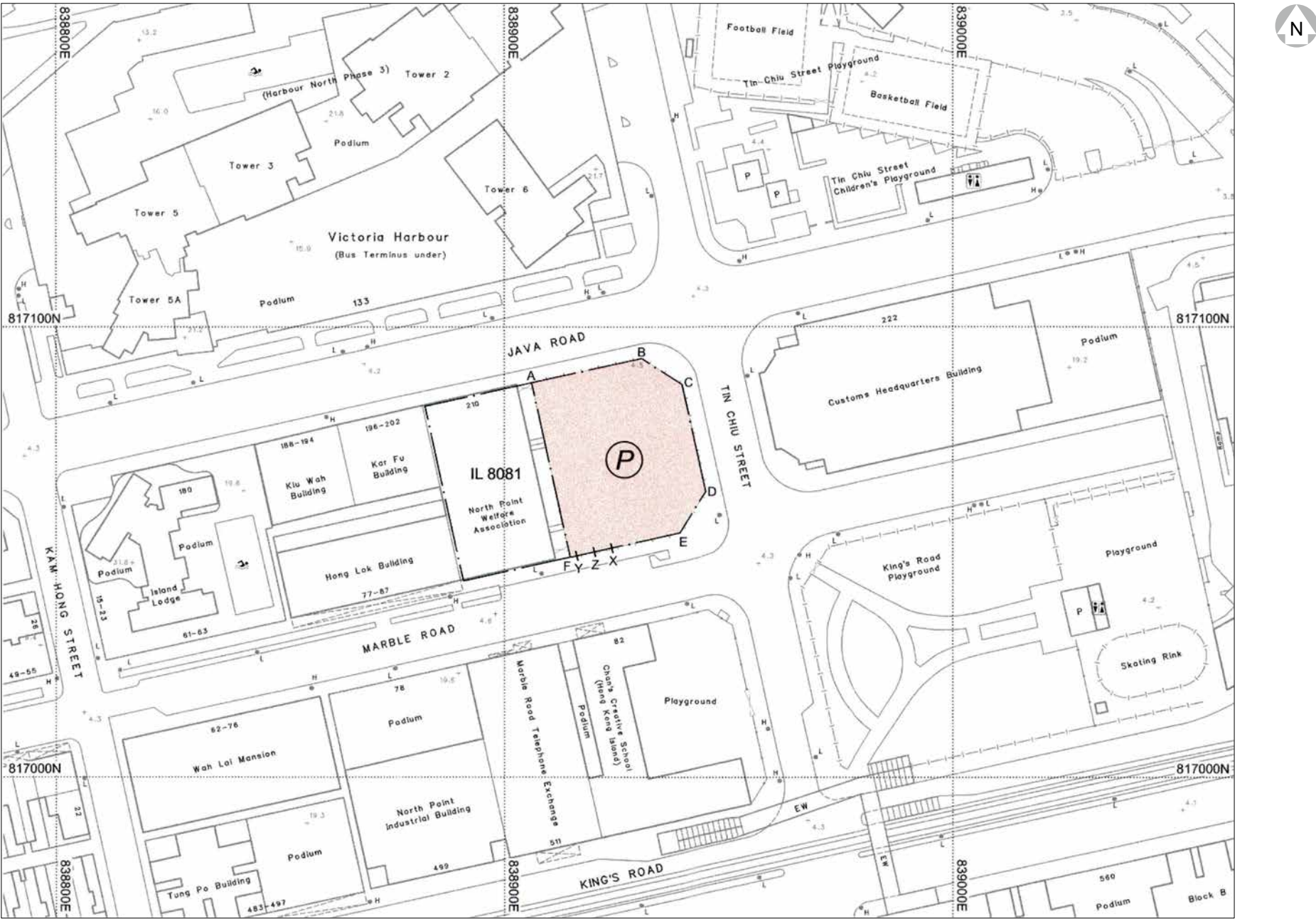
- C** Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

Not applicable

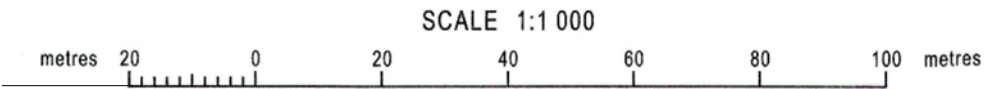
- D** Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable

驥華苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the said Lease of Kei Wah Court



COLOURED PINK AREA 1 236.6 SQUARE METRES (ABOUT)



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。

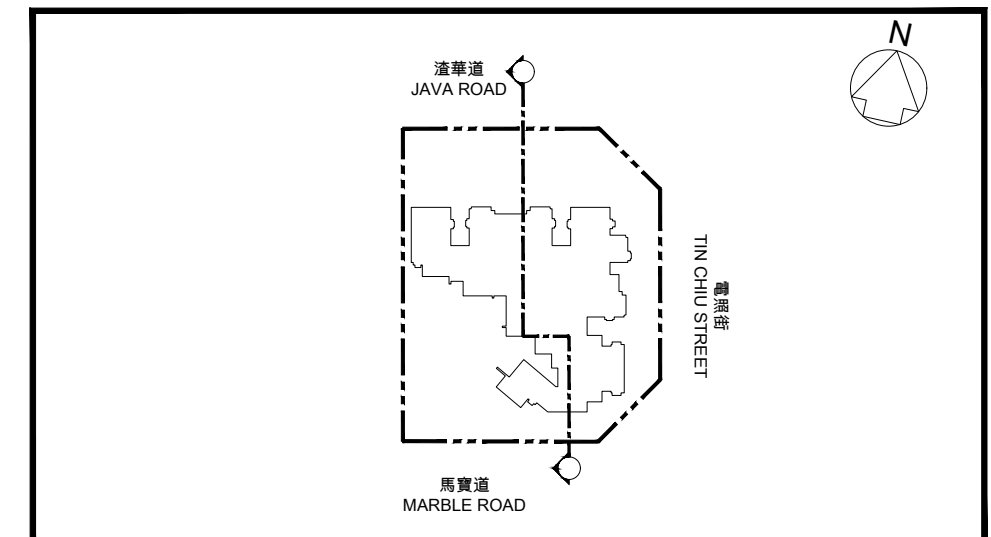
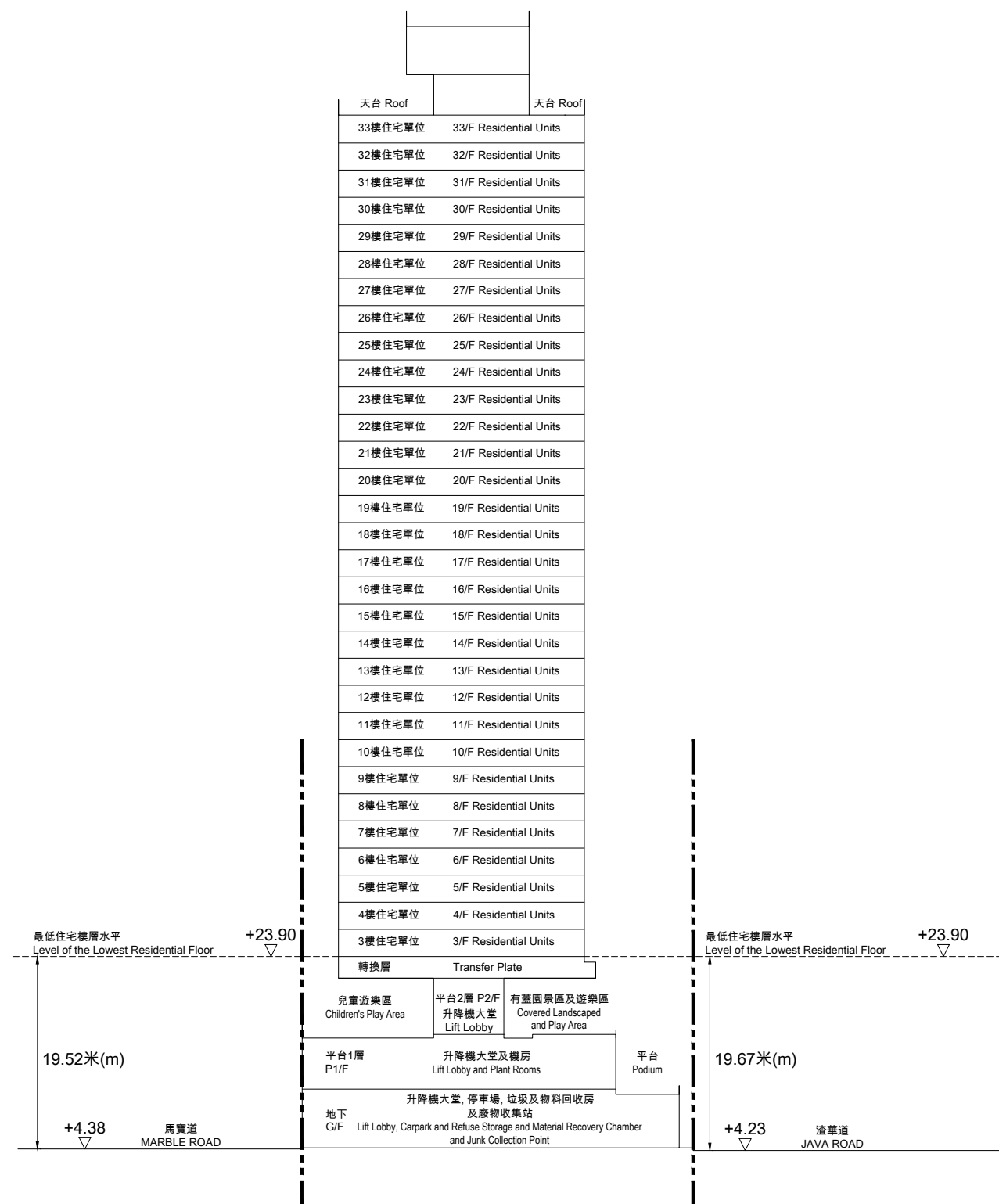
注意事項：

- 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.



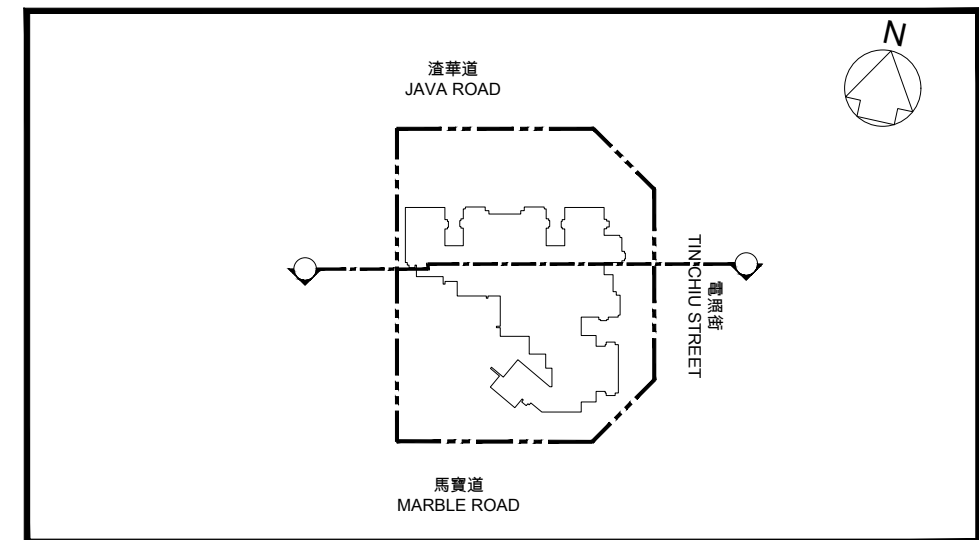
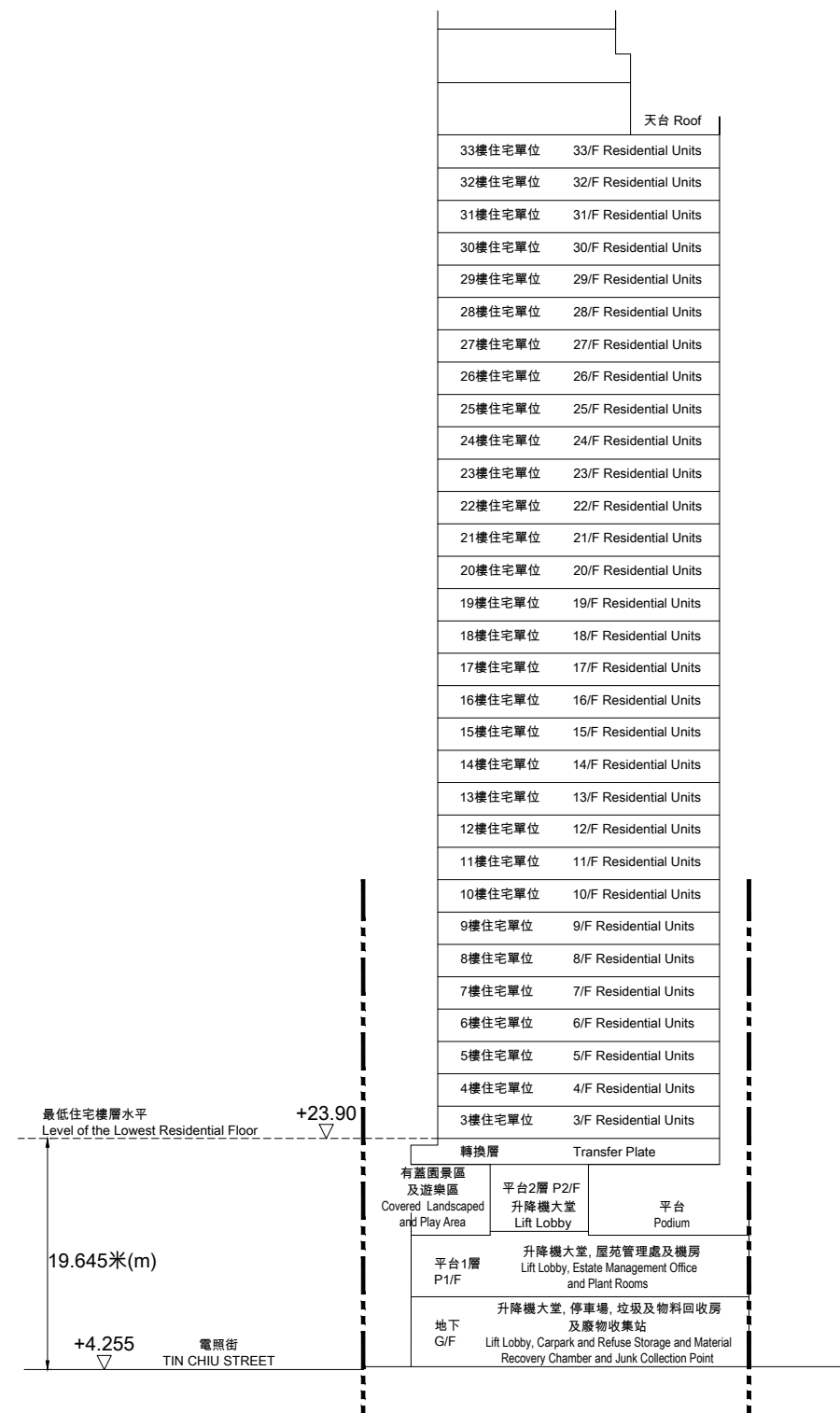
指示圖 KEY PLAN

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

- 毗連建築物的一段馬寶道為香港主水平基準以上4.38米。
The part of Marble Road adjacent to the building is 4.38 metres above the Hong Kong Principal Datum.
- 毗連建築物的一段渣華道為香港主水平基準以上4.23米。
The part of Java Road adjacent to the building is 4.23 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

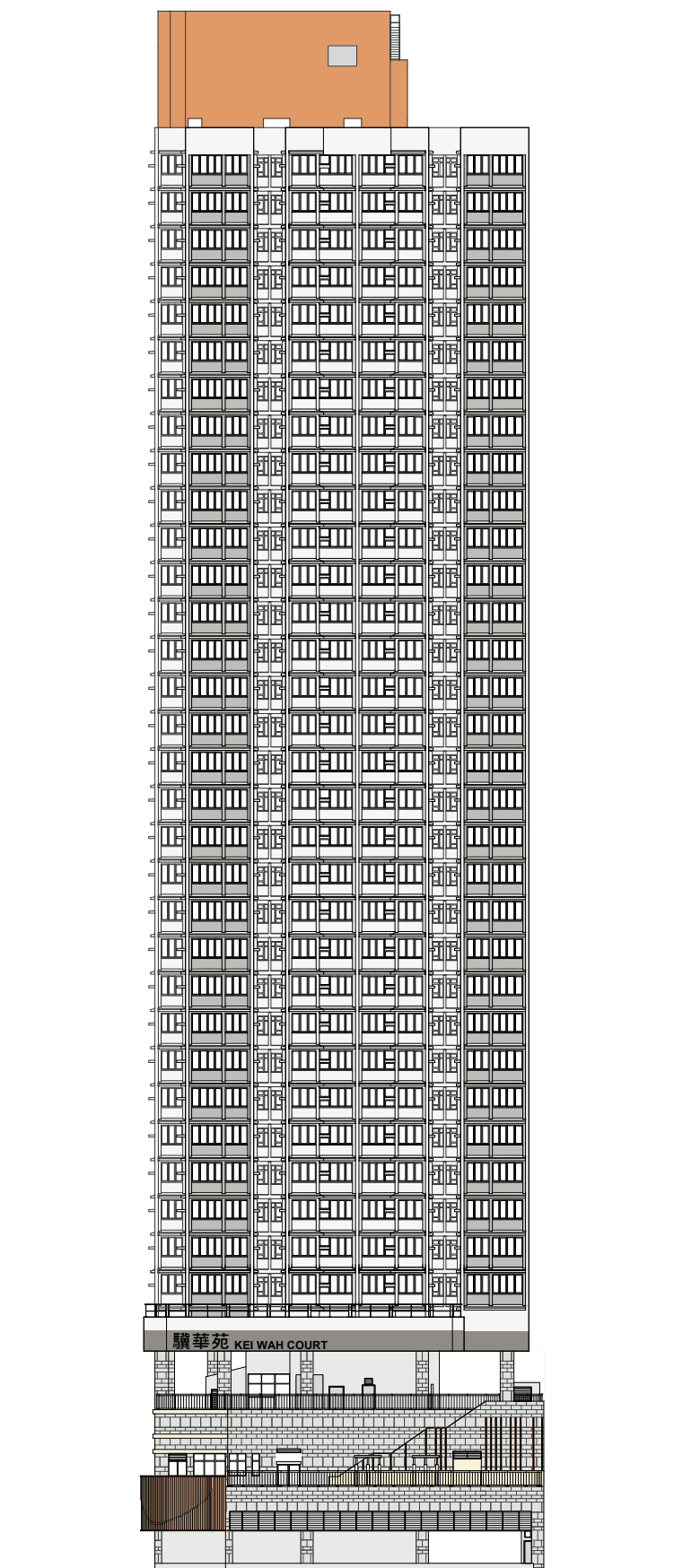


指示圖 KEY PLAN

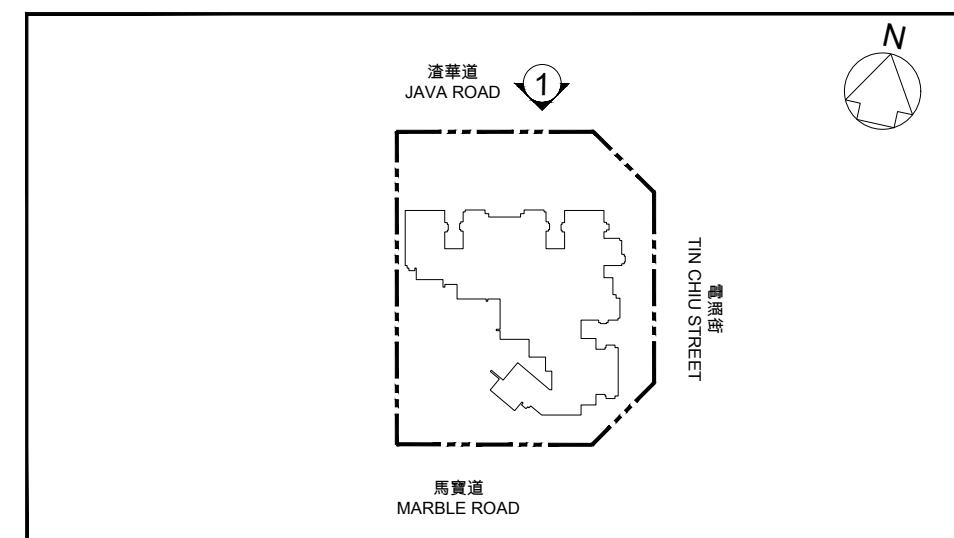
圖例 NOTATION

	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

- 毗連建築物的一段電照街為香港主水平基準以上4.255米。
The part of Tin Chiu Street adjacent to the building is 4.255 metres above the Hong Kong Principal Datum.



西北面立面圖“1”
North West Elevation Plan “1”



指示圖 KEY PLAN

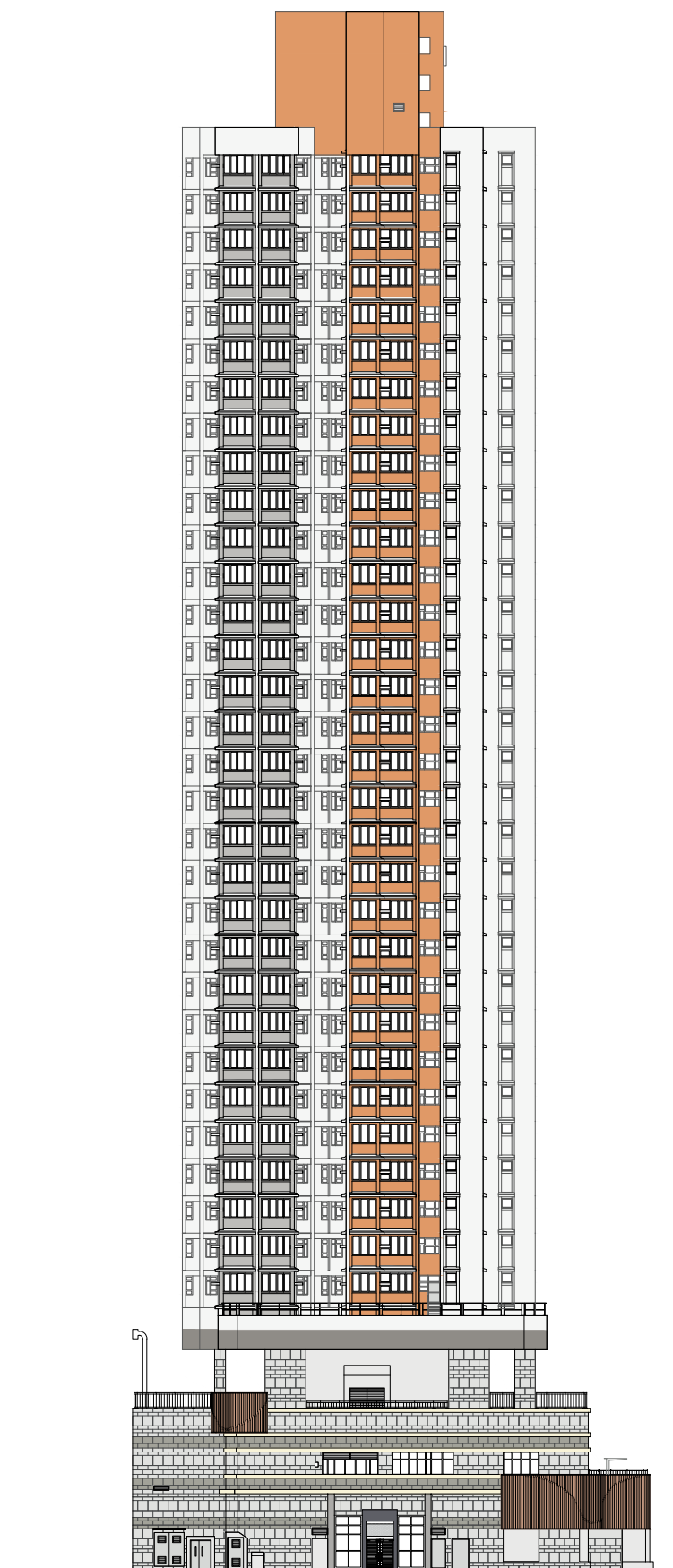
本圖所顯示的立面：

1. 以2024年6月12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。

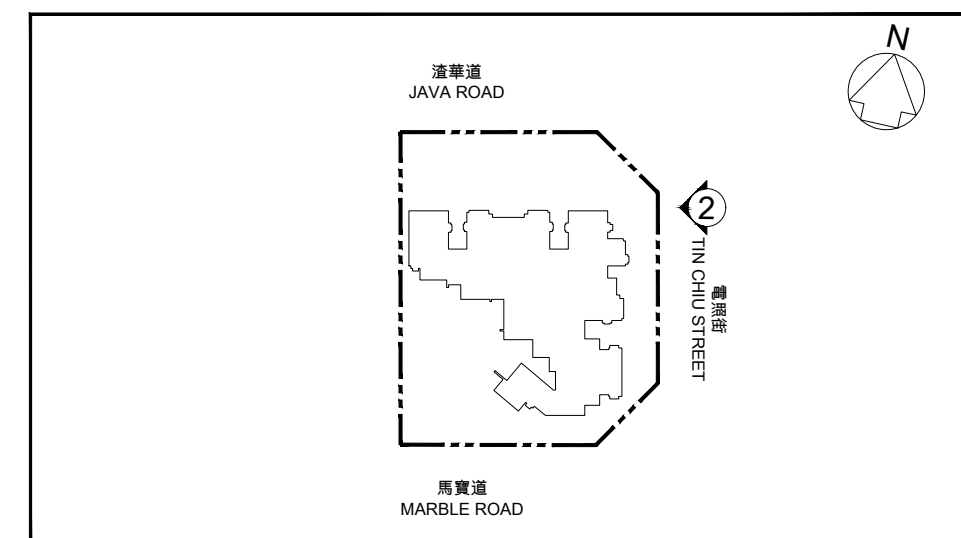
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 12 June 2024; and
2. is in general accordance with the outward appearance of the Development.

立面圖 Elevation Plan



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



指示圖 KEY PLAN

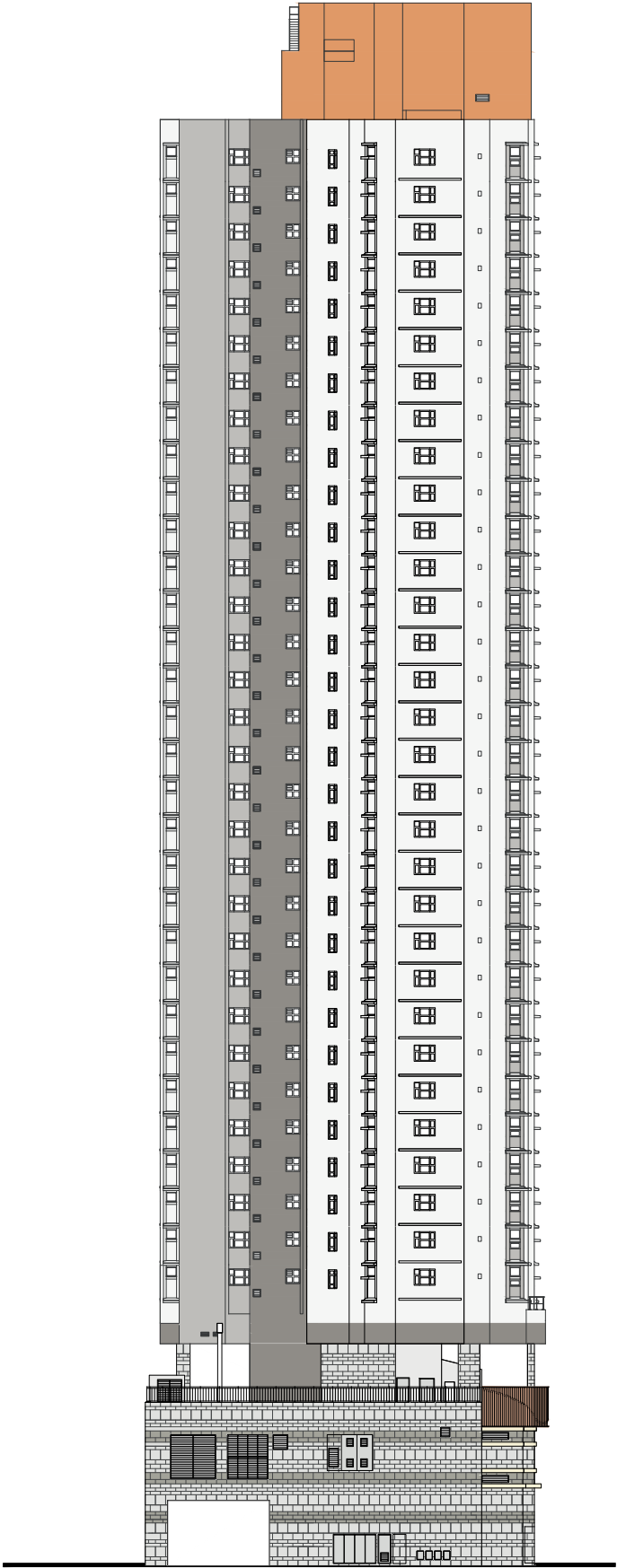
本圖所顯示的立面：

1. 以2024年5月2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。

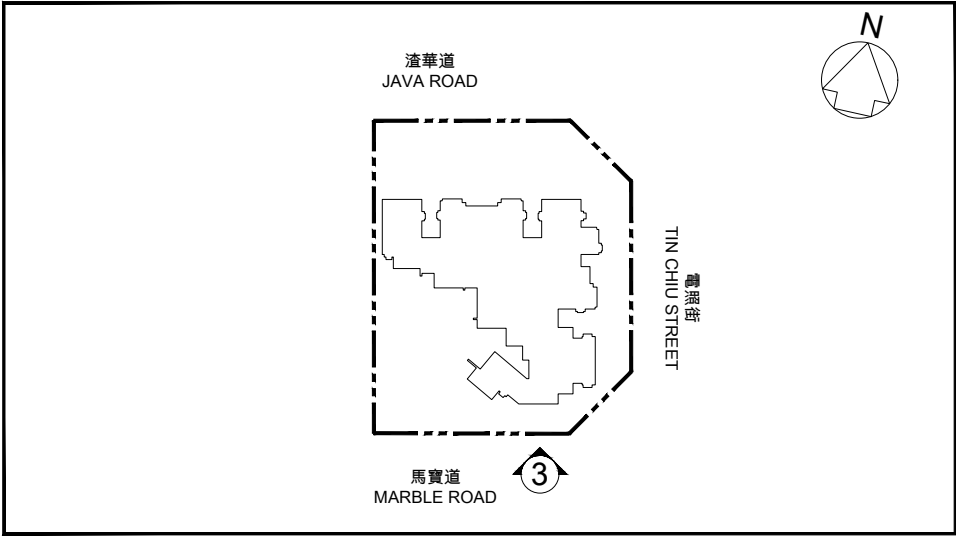
The elevation shown on this plan:

1. is prepared on the basis of the approved general building plans for the Development as of 2 May 2024; and
2. is in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan



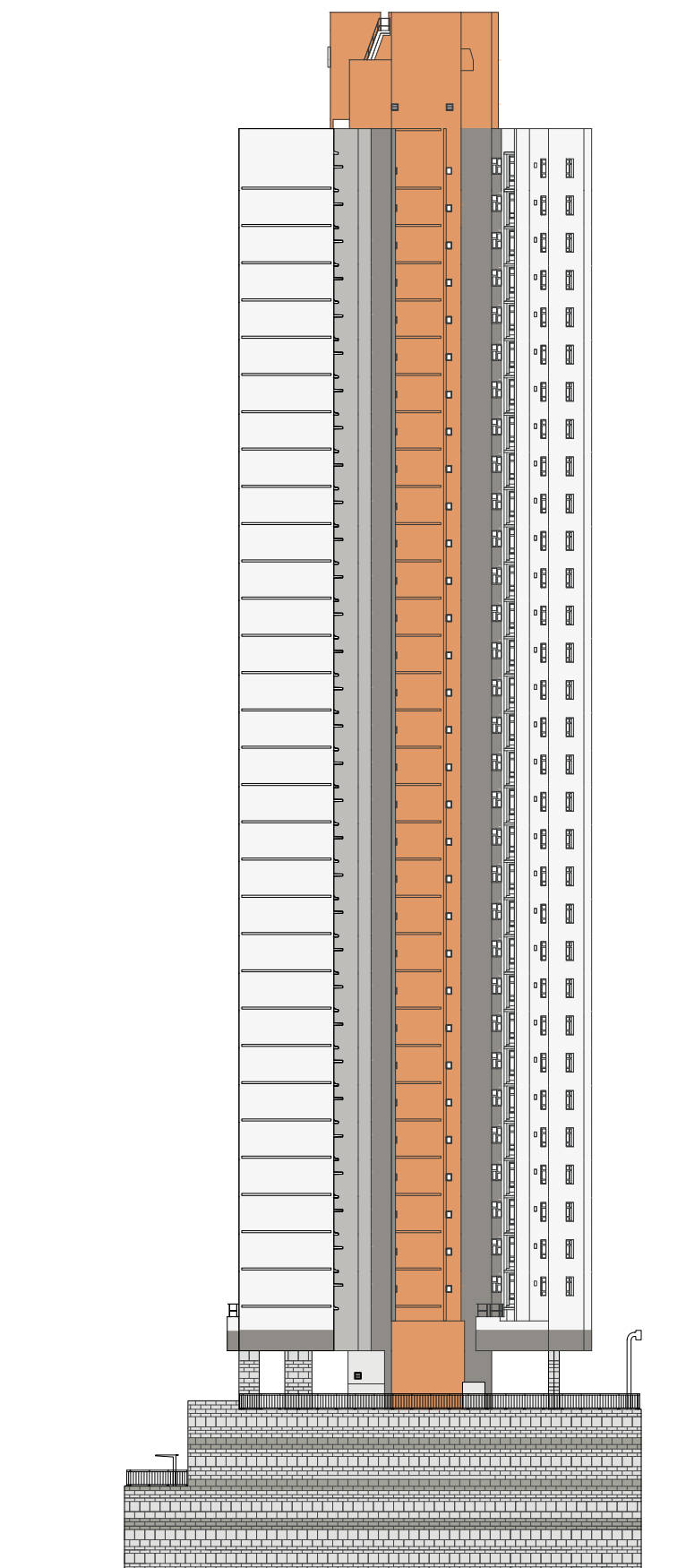
東南面立面圖 “3”
South East Elevation Plan “3”



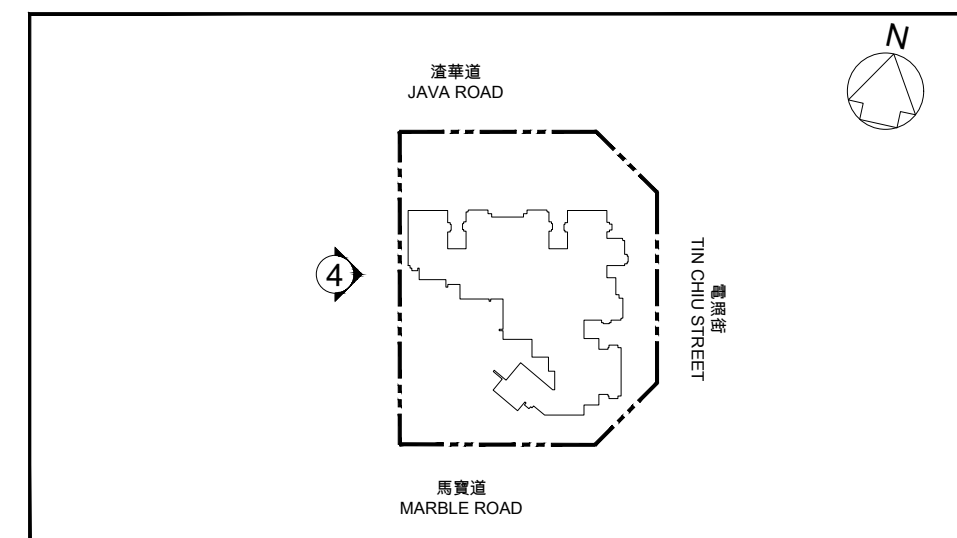
指示圖 KEY PLAN

- 本圖所顯示的立面：
- 1. 以2024年5月2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 2 May 2024; 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2024年5月2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 2 May 2024; and
2. is in general accordance with the outward appearance of the Development.



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.	405.156	480.106	885.262
	平方呎 sq.ft.	4,361	5,168	9,529

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

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

- 1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
 - 2 驥華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 Kei Wah Court as at the date on which the residential property is offered to be sold is available for inspection during opening hours at the place at which the residential property is offered to be sold.
 - 3 The inspection is free of charge.

1 外部裝修物料 EXTERIOR FINISHES

a	外牆 External wall	髹上外牆漆。	Finished with external paint.
b	窗 Windows	<p>客/飯廳選用鋁質窗框配清玻璃及鋁質窗框配清玻璃和強化清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>廚房選用鋁質窗框配清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</p> <p>浴室選用鋁質窗框配壓花清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化壓花清玻璃。</p> <p>部分單位設有減音窗及/或固定窗。</p> <p>減音窗由一層鋁質並設有上鎖裝置的趟窗框配強化清玻璃、一層鋁質窗框及可以用六角匙開啟的固定窗框配清玻璃及強化清玻璃組成。</p> <p>固定窗選用鋁質窗框配清玻璃，可以用六角匙開啟。</p> <p>有關裝設減音窗及/或固定窗之單位及有關窗戶的位置，請參閱第78至第79頁。</p>	<p>Aluminium window frame fitted with clear float glass and aluminium window frame fitted with clear float glass and tempered clear float glass for living/dining room. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear float glass for kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame fitted with clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.</p> <p>Acoustic windows and/or fixed window are installed in some of the flat.</p> <p>Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass with locking device and a layer of aluminium window frame and fixed window frame openable with allen key fitted with clear float glass and tempered clear float glass.</p> <p>Fixed windows with aluminium window frame fitted with clear float glass openable with allen key.</p> <p>Please refer to page 78 to page 79 for flats installed with acoustic windows and/or fixed windows and the location of such windows.</p>
c	窗台 Bay window	不適用	Not applicable
d	花槽 Planter	不適用	Not applicable
e	陽台或露台 Verandah or balcony	不適用	Not applicable
f	乾衣設施 Drying facilities for clothing	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.

2 室內裝修物料 INTERIOR FINISHES

a	大堂 Lobby	<p>地下主入口大堂及平台樓層升降機大堂：</p> <p>牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板髹上乳膠漆。部分天花板設有鋁質天花。</p> <p>標準樓層升降機大堂：</p> <p>牆壁髹上外牆漆。地板及牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p>	<p>Ground floor lobby and Podium floor lobby:</p> <p>Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Part of ceiling is fitted with aluminium suspended ceiling.</p> <p>Typical floor lobby:</p> <p>Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p>
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2 室內裝修物料 INTERIOR FINISHES			
b	內牆及天花板 Internal wall and ceiling	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	內部地板 Internal floor	客/飯廳的地板為混凝土搪平地台。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	<p>單位大門： 單位大門選用漆面實心木門配五金配件及防盜眼。</p> <p>浴室門： 浴室門選用空心木門(一面漆面，一面膠板面)配五金配件。</p> <p>廚房門： 廚房門選用漆面實心木門配防火玻璃及五金配件。</p>	<p>Flat entrance door: Entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer.</p> <p>Bathroom door: Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries.</p> <p>Kitchen door: Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.</p>
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盤、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及花灑套裝、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.
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.

3 室內裝置 INTERIOR FITTINGS			
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	兩部「迅達」牌客用升降機 (型號為Schindler 7000) <ul style="list-style-type: none">• 兩部升降機服務地下、平台1層、平台2層及3樓至33樓	Two "Schindler" passenger lifts (Model No. Schindler 7000) <ul style="list-style-type: none">• Two passenger lift serving G/F, P1/F, P2/F, 3/F to 33/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	3樓至33樓的公用地方設有垃圾及物料回收室及垃圾槽，平台1層至平台2層設有垃圾房，地面設有垃圾及物料回收房和垃圾收集站中央處理垃圾。垃圾車會於垃圾收集站收集垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 3/F to 33/F. Chamber duct room is provided on First Podium floor and Second Podium floor. Refuse storage and material recovery chambers and refuse collections point are provided on ground floor for centralised processing of refuse. Refuse will be collected by refuse collection vehicles in refuse collection point.
d	水錶、電錶及氣體錶 Water meter, electricity meter and gas meter	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶（買方須自行申請安裝煤氣錶）。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make 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，地下入口，各平台層之出口，各臨時庇護處，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 entrance, exits to podium floors, temporary refuge spaces, exit 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「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 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.

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

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties											
			樓層 Floor		3樓至33樓 3/F to 33/F						
			單位 Flat	1	2	3	4	5	6	7	8
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	2	2	3	3	3	4	3
	雙極開關掣	Double Pole Switch		1	1	1	2	2	2	3	2
	天花燈咀	Ceiling Lamp Holder		2	2	2	3	3	3	4	3
	13安培雙頭插座	13A Twin Socket Outlet		5	5	4	8	8	8	11	8
	電話插座	Telephone Outlet		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安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		1	1	1	2	2	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
	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
	門鈴	Door Bell		1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		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
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		–	–	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		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
	5安培裝有熔斷器的接駁器	5A Fused Connection Unit		–	–	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		1	1	2	2	2	2	2	2
	煤氣熱水爐	Town Gas Water Heater		–	–	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	3樓至33樓 3/F to 33/F							
			單位 Flat	1	2	3	4	5	6	7	8
廚房 Kitchen	燈掣	Lighting 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
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		1	1	1	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		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	—	—	—	—	—	—
	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
	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
	接駁器(註7)	Connection Unit (Note 7)		2	2	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		1	1	—	—	—	—	—	—
	煤氣熱水爐	Town Gas Water Heater		1	1	—	—	—	—	—	—
	煤氣供應接駁點	Town Gas Supply Connection Point		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
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		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及煤氣熱水爐接駁之用。
 - 8. 買方須自行提供及安裝燈泡。

- 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 plates.
 - 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 Units installed inside kitchen are for connecting exhaust fan and town gas water heater.
 - 8. The Light Bulb shall be provided and installed by purchasers.

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.

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.



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



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。

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.

		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	439.033
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.	449.958
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.	909.755
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	272.397
7	公用空中花園 Communal sky garden	不適用 Not Applicable
8	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable

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

		面積(平方米) Area (m ²)
根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2		
9	隔聲鰭 Acoustic fin	9.300
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	14.939
11	非結構預製外牆 Non-structural prefabricated external wall	249.842
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檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	38.137
15	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	不適用 Not Applicable
16	有上蓋的園景區及遊樂場 Covered landscaped and play area	382.157
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	21.570
18	擴大升降機井道 Larger lift shaft	37.721
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	99.257
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 (m²)
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	11.630
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	176.742
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 JPN		
38	採用「組裝合成」建築法的建築物 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



發展項目的公用部分的預計能量表現或消耗

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 二級光度照明控制系統 2. 升降機電動機設置再生動力裝置 3. 發光二極管照明燈具 4. 日光感應和移動感應燈具控制	1. Two-level Lighting Control System 2. Regenerative Power of Lift System 3. LED Bulkhead Light Fittings 4. Photocell Control and Motion Sensor Control for Lighting System

Environmental Assessment of the Building



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

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

第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量(註1) Part II：The Predicted Annual Energy Use of the Proposed Building /Part of Building (Note 1)					
位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m²)	基線樓宇(註2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
		電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum	電力 千瓦小時/平方米/年 Electricity kWh/m²/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas/LPG unit/m²/annum
塔樓(有使用中央屋宇裝備裝置(註3)的部分) Tower (Area Served by Central Building Services Installation (Note 3))	4756.87	39.16	不適用 Not applicable	39.16	不適用 Not applicable
平台(有使用中央屋宇裝備裝置(註3)的部分) Podiums (Area Served by Central Building Services Installation (Note 3))	838.13	32.44	不適用 Not applicable	31.27	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》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/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.

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 issued by the Electrical and Mechanical Services Department.

A 交通噪音

驥華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

部分驥華苑單位裝設有減音窗及/或固定窗(不能開啟)。(有關裝設有減音窗及/或固定窗之單位及窗戶的位置請參閱第78至79頁的參考圖)。驥華苑的公契有以下關於減音窗及/或固定窗的規定(註)：

- 驥華苑裝設有減音窗及/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，且驥華苑的經理人須在管理處內保存該等圖則及方法，以供驥華苑業主於日常辦公時間內免費查閱。裝設於任何單位內的減音窗及/或固定窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 除進行保養、更換或維修工作外，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。

隔聲簾

3樓至33樓的3號單位的外牆將裝設隔聲簾(有關隔聲簾的位置請參閱第78頁至第79頁的參考圖)。隔聲簾屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由驥華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」的最新擬稿已呈交地政總署法律諮詢及田土轉易處(「法律諮詢及田土轉易處」)批核，其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驥華苑所指定的互聯網網站內閱覽。於本售樓說明書印製的日期，「公契」的該最新擬稿仍未獲「法律諮詢及田土轉易處」批核。上述有關條款在「公契」獲「法律諮詢及田土轉易處」批核後可能會在將來作出修訂。

A. Traffic Noise

Kei Wah 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 (not openable) are installed in some of the flats in Kei Wah Court. (Please refer to the reference plans on pages 78 to 79 for flats installed with acoustic windows and/or fixed windows and the locations of such windows). The DMC of Kei Wah 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 Kei Wah 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/or the fixed windows and the manager of Kei Wah Court shall keep such drawings and methodology at the estate management office for inspection by the owners of Kei Wah Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic windows and/or fixed windows installed in any unit shall be made by the owner of 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 costs.

Acoustic Fins

Acoustic fins will be installed at the external wall of Flat 3 from 3/F to 33/F. (Please refer to the reference plans on page 78 to page 79 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 Kei Wah 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, which has been submitted to the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") for approval, 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 Kei Wah Court. Such latest draft DMC is still pending approval by LACO as at the date of printing of this sales brochure. The concerned provisions above may be subject to future revision(s) upon LACO's approval of the DMC.

B 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(包括印花稅(如有)及註冊費)。
- (b) 若買方成為業主後轉讓或出租其單位，須按照轉讓契據的條款和政府租契所載的條款、契諾及條件處理。房委會不會回購或提名買家(居者有其屋計劃(居屋)第二市場除外)購買驥華苑/昭明苑/啟欣苑/冠山苑/安秀苑單位，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)的百分比計算。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)。

B 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) and registration fee) in connection with or arising from the cancellation of the ASP.
- (b) A purchaser who wishes to assign or let the flat after becoming an owner will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease. For Kei Wah Court/Chiu Ming Court/Kai Yan Court/Kwun Shan Court/On Sau 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 percentage 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.

有關資料 Relevant Information

C 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定和監管制度。如屬小型工程，須符合《建築物(小型工程)條例》的簡化規定。業主在裝修前可以徵詢建築專業人士的意見，以確保符合《建築物條例》的規定。有關在進行裝修時須注意的事項及驥華苑樓宇設計所預定的核准間隔牆示意圖，業主可參閱驥華苑裝修指引。有關指引會於物業交吉時提供予業主。

D 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

房委會會給予驥華苑為期十年的樓宇結構安全保證。

驥華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。

C Points to Note for Fitting Out

When carrying out fitting out works, the requirements of the Buildings Ordinance and its relevant legislations and control system shall be complied with. If the works are minor works, they shall comply with the simplified requirements of the Building (Minor Works) Regulation. Before fitting out works, the Owner may seek advice from a building professional to ensure compliance with the provisions of the Buildings Ordinance. For matters regarding the carrying out of fitting out works and for the indicative approved floor plan with partition wall layout in Kei Wah Court, please refer to the Guide for Decoration Works for Kei Wah Court, which will be made available to the Owner on the delivery of vacant possession of the flat.

D 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 Kei Wah Court is valid for a period of 10 years.

The 10-year period of the SSG for Kei Wah 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

驥華苑的減音窗及固定窗的參考圖

Reference Plan for Acoustic Windows and Fixed Windows in Kei Wah Court



圖例 NOTATION

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

網址 WEBSITE
www.housingauthority.gov.hk/hos/2024/KeiWah

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：2025年3月5日
Printing Date: 5 March 2025



