

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



# 高曦苑 KO HEI COURT



● 油塘 YAU TONG

售樓說明書  
SALES BROCHURE



你在購置高曦苑居者有其屋計劃（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](http://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」）作為賣方就出售高曦苑單位所指定的互聯網網站（下稱「指定網站」）（[www.housingauthority.gov.hk/hos/2024/KoHei](http://www.housingauthority.gov.hk/hos/2024/KoHei)）內的有關資訊，包括售樓說明書、價單及高曦苑單位的成交紀錄冊。
- 高曦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。
- 在指定網站內載有高曦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，你須付予房委會或高曦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，買方亦可於簽署買賣協議時以「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，買方亦可於簽署買賣協議時以「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。
  - 按揭貸款安排的資料包括可獲得的按揭貸款金額上限、最長還款年期、最高按揭利率，須繳付的行政費以及買方所需的其他按揭貸款安排的相關批准（如適用）。

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Ko Hei 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](http://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 Ko Hei Court (designated website) ([www.housingauthority.gov.hk/hos/2024/KoHei](http://www.housingauthority.gov.hk/hos/2024/KoHei)), including the sales brochure, price list and the register of transactions of the flats in Ko Hei Court.
- Sales brochure and price list for Ko Hei 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 Ko Hei 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 Ko Hei 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.
  - The details of various mortgage loan arrangement include the loan limit, the maximum loan repayment period, mortgage interest rate, the payment of administrative fees and necessary approvals for other mortgage arrangement required by the purchaser (if applicable).



#### 4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 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，關於相當可能對享有有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。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；

#### 4. Property area and its surroundings

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

#### 5. Sales brochure

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



- 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）。

- 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.

- 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，則不論原因為何及時期長短，房委會有絕對權利要求買方將該物業在免除任何產權負擔之情況下以買賣協議所列明的售價，並在扣除任何經房委會核證為修復該物業的損壞或損毀的合理費用以及解除該物業任何產權負擔及擬備或批准轉讓該物業的開支和費用的款額(該款額經房委會如此決定及核證後即為最終及不可推翻的)後轉讓回房委會。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。

#### 10. 委聘律師

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

#### 適用於一手未落成住宅物業

#### 11. 預計關鍵日期及收樓日期

- 查閱售樓說明書中高曦苑的預計關鍵日期。
  - 「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」定義的詳情，請參閱條例第2條。
  - 售樓說明書中高曦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。
- 高曦苑的收樓日期：
  - 房委會須於高曦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。

- 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 obtaining 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) and for whatsoever period(s), the HA has the absolute right to require the purchaser to assign the property back to the HA free from encumbrances at the purchase price as set out in the ASP less any amount certified by the HA as being the reasonable cost of making good any damage or deterioration to the property and the costs and expenses for discharging any encumbrance(s) on the property and for preparing and/or approving the assignment of the property (the amount of which so determined and certified by the HA shall be final and conclusive). 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 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.

#### 10. Appointment of solicitor

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

#### For first-hand uncompleted residential properties

#### 11. Estimated material date and handing over date

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

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

#### 適用於一手已落成住宅物業

#### 12. 賣方資料表格

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

#### 13. 買方須注意的其他事項

- 有關高曦苑居屋單位的轉讓限制，請參閱第108至109頁。
- 本銷售計劃下出售的高曦苑居屋單位的使用、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

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

#### For first-hand completed residential properties

#### 12. Vendor's information form

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

#### 13. Other points to note

- For alienation restrictions of HOS flats in Ko Hei Court, please refer to page 108 to page 109.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Ko Hei 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



發展項目名稱	Name of the Development
高曦苑	Ko Hei Court
街道名稱及門牌號數	Name of street and street number
碧雲道5號* <small>*上述門牌號數為臨時門牌號數，有待該發展項目建成時確認。</small>	5 Pik Wan Road* <small>*The above street number is provisional and is subject to confirmation when the Development is completed.</small>
樓層總數	Total number of storeys
44層(包括地下低層3樓至地下低層1樓(安老院舍暨長者日間護理單位)、地下(住宅大堂、安老院舍暨長者日間護理單位)、平台1樓至平台2樓(停車場、安老院舍暨長者日間護理單位)、平台天台及天台)	44 storeys (including Lower Ground 3/F to Lower Ground 1/F (Residential Care Home for the Elderly cum Day Care Unit (RCHE cum DCU)), Ground Floor (Domestic Lobby and RCHE cum DCU), Podium Level 1/F to Podium Level 2/F (Carpark and RCHE cum DCU), Podium Roof and Roof
樓層號數	Floor numbering
地下低層3樓至地下低層1樓、地下、平台1樓至平台2樓、平台天台、3樓至38樓及天台	LG3/F to LG1/F, G/F, PL1/F to PL2/F, PR, 3/F to 38/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
由發展項目的委任建築師提供的該項目的預計關鍵日期	Estimated material date for the Development as provided by the appointed architect for the Development
2028年2月29日 (註) 上述預計關鍵日期，是受到買賣協議所允許的任何延期所規限的。為買賣協議的目的，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。	29 February 2028 (Notes) The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, the Development is deemed to be completed on the date on which an Occupation Permit for every building in the Development is issued.

註：就高曦苑而言：

- 「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」定義的詳情，請參閱條例第2條。
- 房委會須於高曦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。

Notes: For Ko Hei Court:

- “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 HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Ko Hei 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).

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(一)	Chief Architect (1), 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
中倫律師事務所有限法律責任合夥；高李葉律師行	Zhong Lun Law Firm LLP; Kao, Lee & Yip
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(或該賣方的控股公司)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(或該賣方的控股公司)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(或該賣方的控股公司)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、賣方的控股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、控股公司或承建商最少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



<b>k</b>	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
<b>l</b>	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
<b>m</b>	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
<b>n</b>	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
<b>o</b>	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
<b>p</b>	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
<b>q</b>	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
<b>r</b>	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
<b>s</b>	賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	不適用	the vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Not applicable

# 05

## 發展項目的設計的資料 Information on Design of the Development

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

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

非結構的預製外牆的厚度範圍：  
150毫米 – 270毫米

Range of thickness of the non-structural prefabricated external walls:  
150mm – 270mm

每個住宅物業的非結構的預製外牆的總面積：

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

樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)
3樓 – 38樓 3/F – 38/F	1, 2, 4, 7, 8, 9, 10, 20, 22, 24	0.717
	3, 23	1.096
	5, 6, 19	1.017
	11	2.056
	12, 13, 14, 15	1.353
	16, 17	1.857
	18	1.653
	21	1.221

構成圍封牆的一部分的幕牆：  
不適用

Curtain walls forming part of the enclosing walls:  
Not applicable

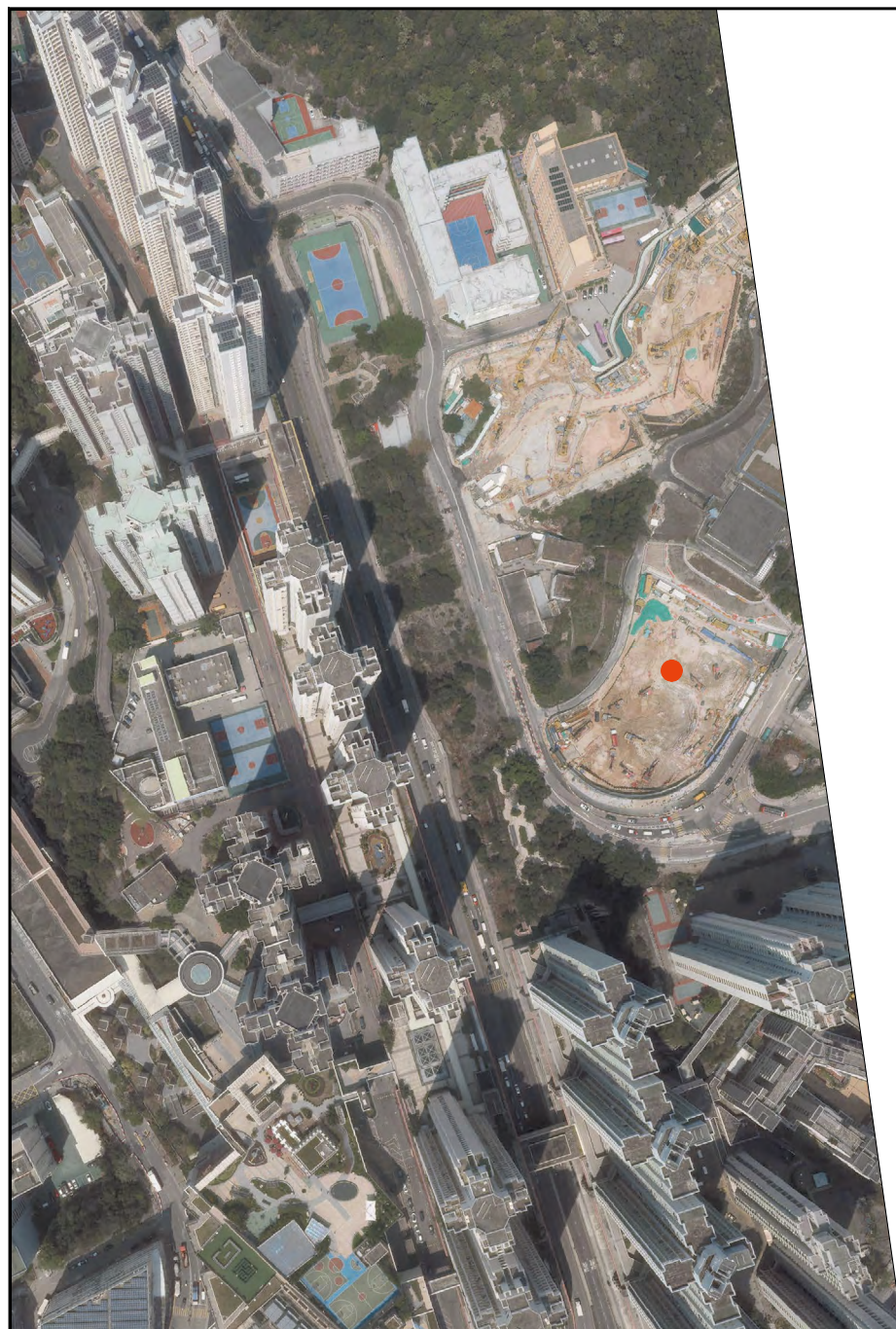
# 06

## 物業管理的資料 Information on Property Management

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







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



● 高曦苑  
Ko Hei Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E220751C。

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 2,000 feet, photo no. E220751C, dated 20 March 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.



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



● 高曦苑  
Ko Hei Court

摘錄自地政總署測繪處於2024年3月20日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E220753C。

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註：

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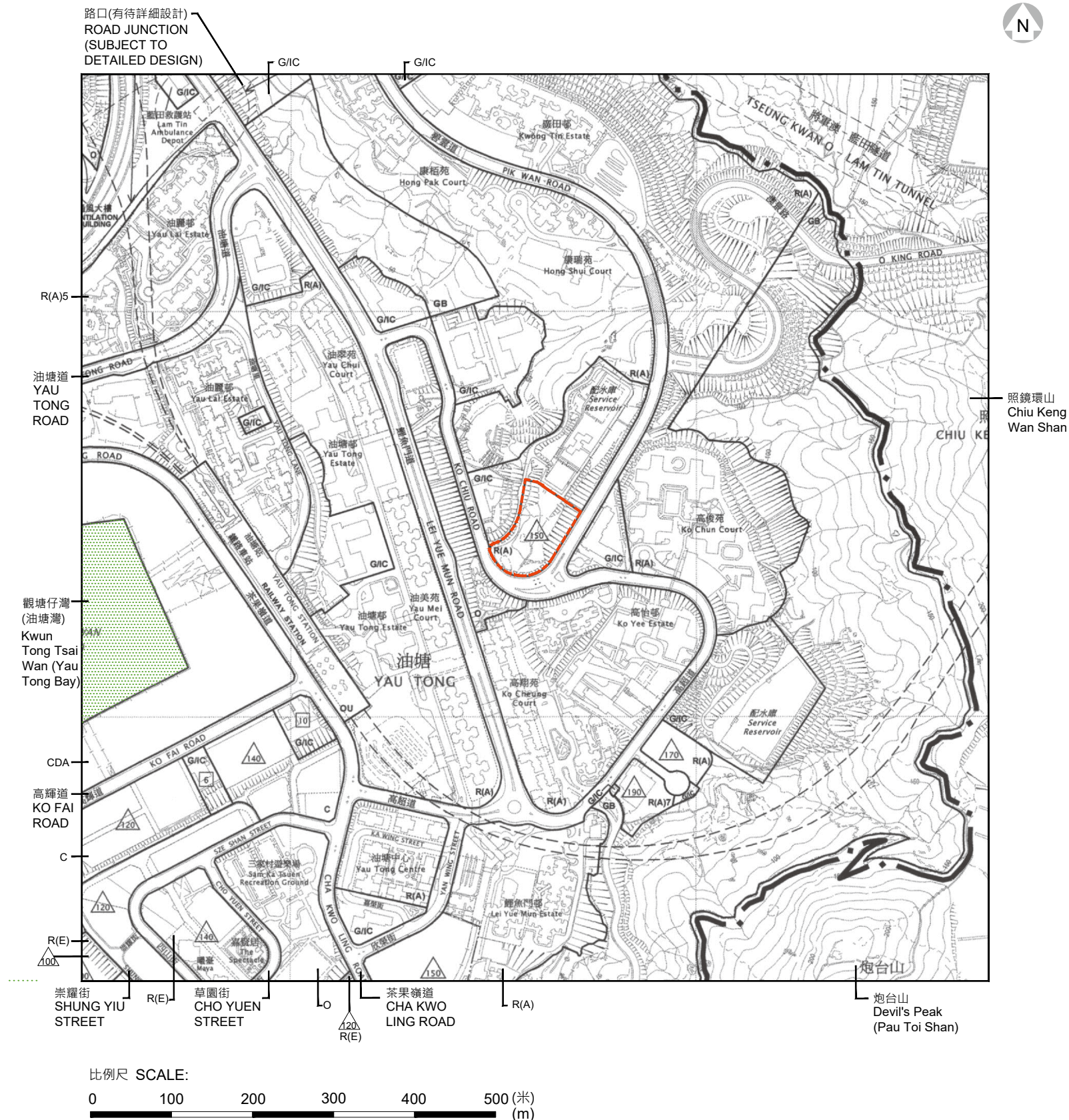
Notes:

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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.



# 關乎發展項目的分區計劃大綱圖



















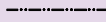


## Outline Zoning Plan Relating to the Development



 高曦苑  
Ko Hei Court

 沒有納入任何分區計劃大綱圖或發展審批地區圖的土地範圍  
Area not covered under any Outline Zoning Plan or Development Permission Area Plan

## 圖例 NOTATION

地帶 ZONES				
	商業	Commercial		政府、機構或社區 Government, Institution or Community
	綜合發展區	Comprehensive Development Area		休憩用地 Open Space
	住宅(甲類)	Residential (Group A)		其他指定用途 Other Specified Uses
	住宅(乙類)	Residential (Group B)		綠化地帶 Green Belt
	住宅(戊類)	Residential (Group E)		海岸保護區 Coastal Protection Area
	鄉村式發展	Village Type Development		
交通 COMMUNICATIONS				
	鐵路及車站	Railway and Station		主要道路及路口 Major Road and Junction
	鐵路及車站(地下)	Railway and Station (Underground)		高架道路 Elevated Road
	鐵路及車站(高架)	Railway and Station (Elevated)		
其他 MISCELLANEOUS				
	規劃範圍界線	Boundary of Planning Scheme		最高建築物高度 (樓層數目) Maximum Building Height (in Number of Storeys)
	建築物高度管制 區界線	Building Height Control Zone Boundary	P F S	加油站 Petrol Filling Station
	最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (in Metres above Principal Datum)		指定為「海濱長廊」 的地區 Area Designated For 'Waterfront Promenade'

摘錄自2022年11月18日刊憲之茶果嶺、油塘、鯉魚門分區計劃大綱核准圖，圖則編號為S/K15/27。  
Adopted from part of the approved Cha Kwo Ling, Yau Tong, Lei Yue Mun Outline Zoning Plan No. S/K15/27 gazetted on 18 November 2022.

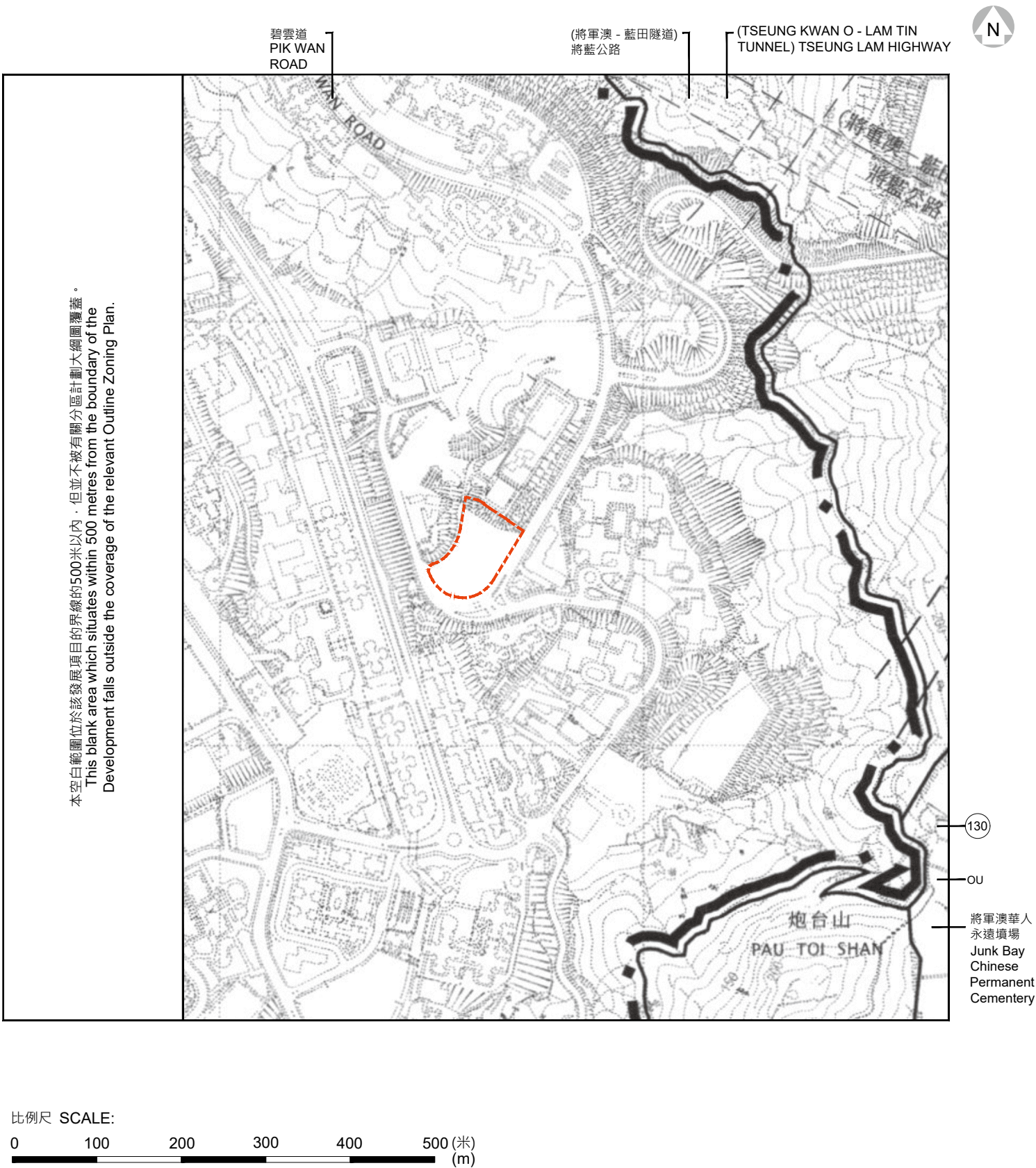
註：

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

Notes:

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





高曦苑  
Ko Hei Court

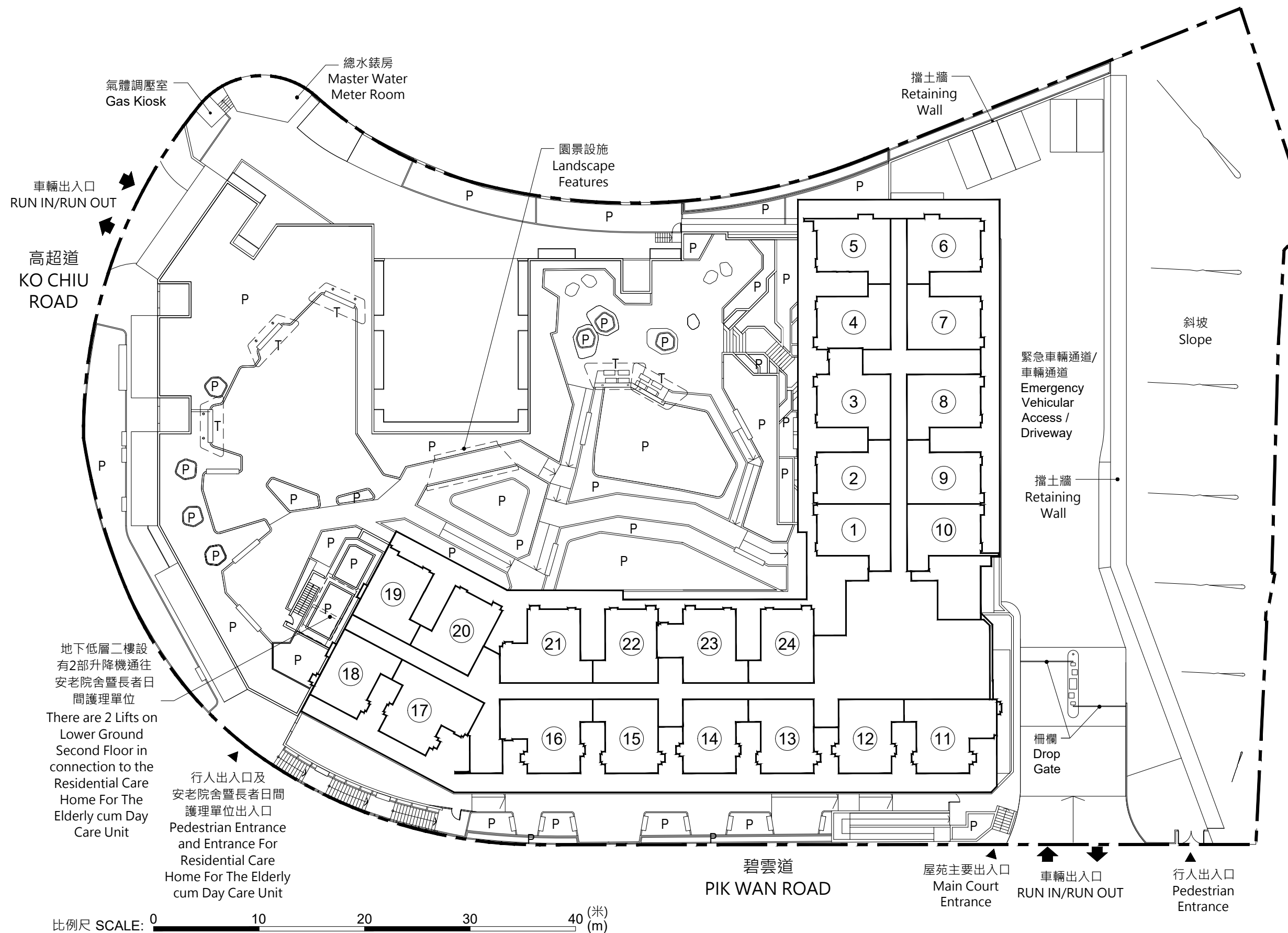
圖例 NOTATION

地帶 ZONES					
 CDA	綜合發展區	Comprehensive Development Area	 V	鄉村式發展	Village Type Development
 C/R	商業/住宅	Commercial/Residential	 G/IC	政府、機構或社區	Government, Institution or Community
 R(A)	住宅(甲類)	Residential (Group A)	 O	休憩用地	Open Space
 R(B)	住宅(乙類)	Residential (Group B)	 REC	康樂	Recreation
 R(C)	住宅(丙類)	Residential (Group C)	 OU	其他指定用途	Other Specified Uses
 R(E)	住宅(戊類)	Residential (Group E)	 GB	綠化地帶	Green Belt
交通 COMMUNICATIONS					
	鐵路及車站	Railway and Station		主要道路及路口	Major Road and Junction
	鐵路及車站(地下)	Railway and Station (Underground)		高架道路	Elevated Road
其他 MISCELLANEOUS					
	規劃範圍界線	Boundary of Planning Scheme		最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (in Metres above Principal Datum)
	規劃區編號	Planning Area Number		最高建築物高度 (樓層數目)	Maximum Building Height (in Number of Storeys)
	郊野公園界線	Boundary of Country Park	 P F S	加油站	Petrol Filling Station
	建築物高度管制區界線	Building Height Control Zone Boundary	 G F S	潔淨能源站	Green Fuel Station

摘錄自2025年2月14日刊憲之將軍澳分區計劃大綱核准圖，圖則編號為S/TKO/31。  
Adopted from part of the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/31 gazetted on 14 February 2025.

- 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.



圖例 NOTATION

— — —	地界	Lot Boundary
①	3樓-38樓單位室號	Flat Number on 3/F-38/F
T	花棚	Trellis
P	花槽	Planter

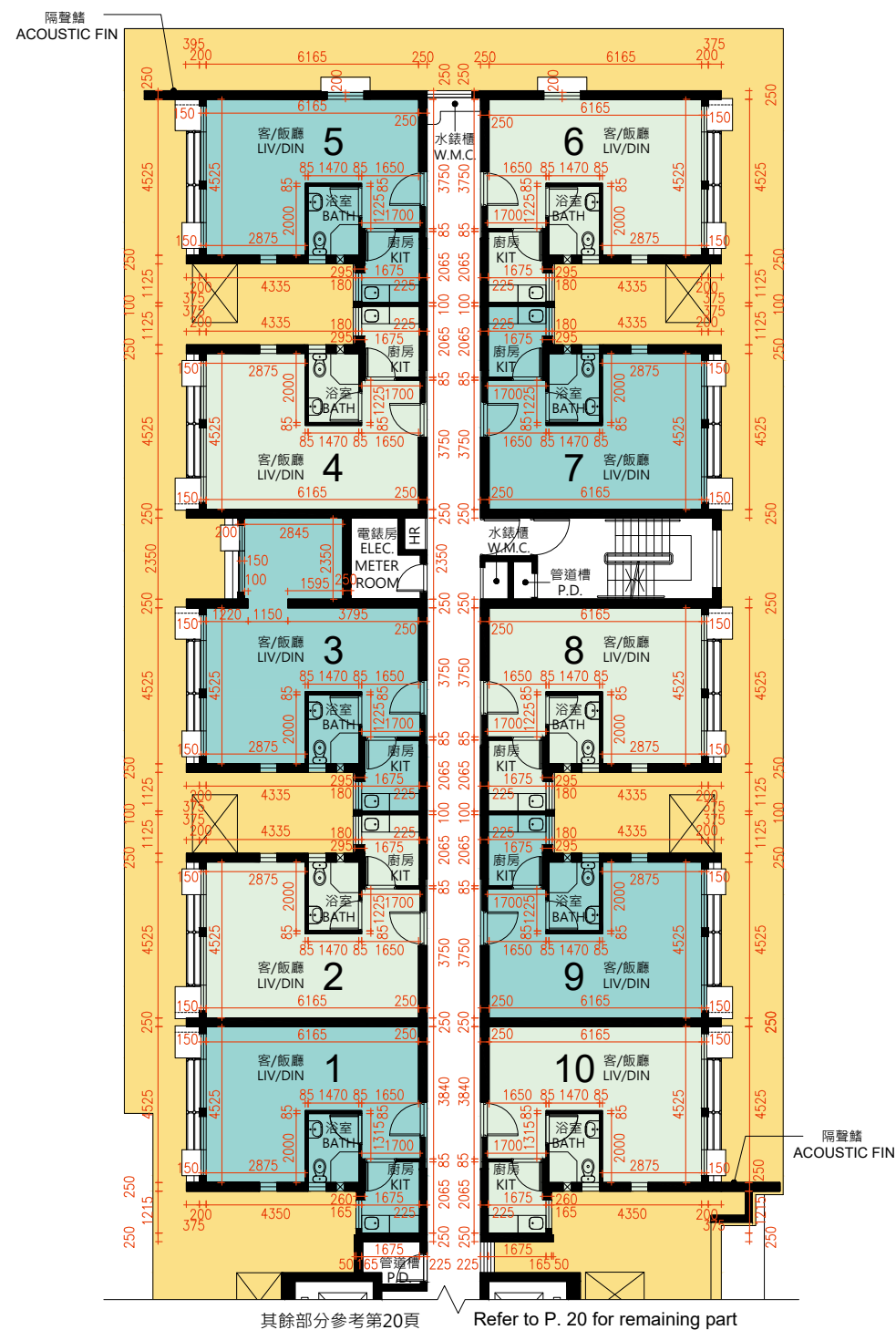
由發展項目的委任建築師提供的該項目內的建築物或設施的預計落成日期：2028年5月31日  
Estimated date of completion of the buildings or facilities within the Development as provided by the appointed architect for the Development: 31 May 2028

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

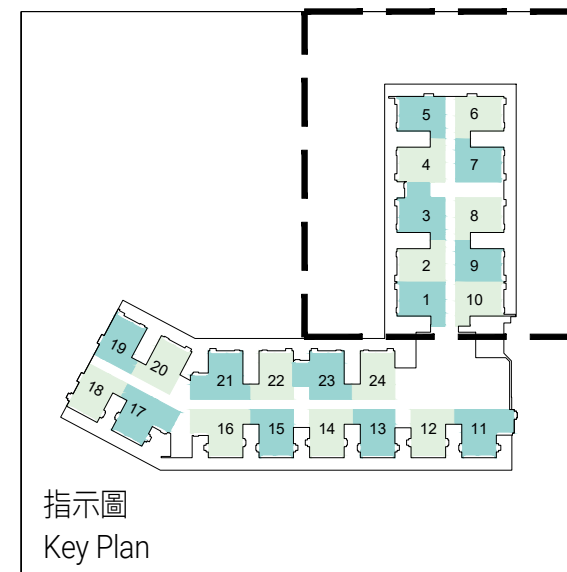


#### 3樓平面圖

#### 3/F Floor Plan



比例尺 SCALE: 0 5 (米) (m)



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米。

2. 每個住宅物業的樓板（不包括灰泥）的厚度為160毫米、195毫米及250毫米。

3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)
1. The floor-to-floor height of each residential property is 2.75m.

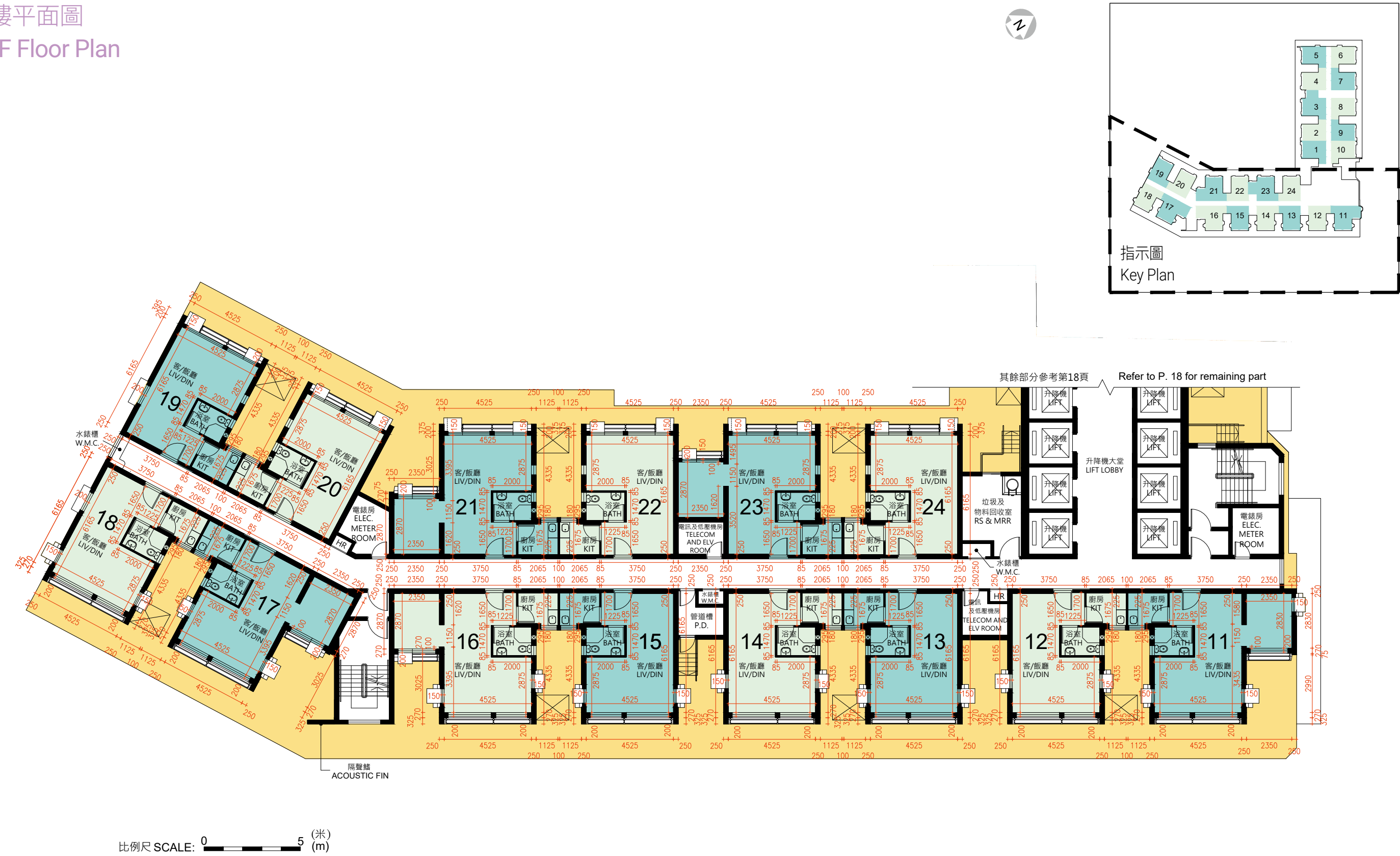
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm and 250mm.

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.

3樓平面圖  
3/F Floor Plan





圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米。

2. 每個住宅物業的樓板（不包括灰泥）的厚度為160毫米、195毫米及250毫米。

3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)
1. The floor-to-floor height of each residential property is 2.75m.

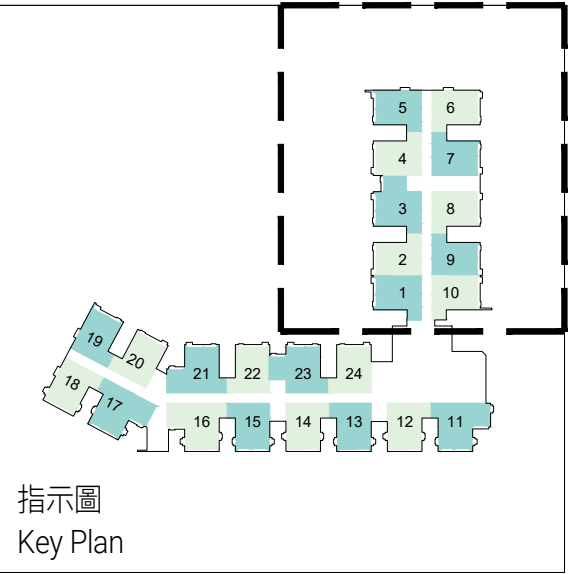
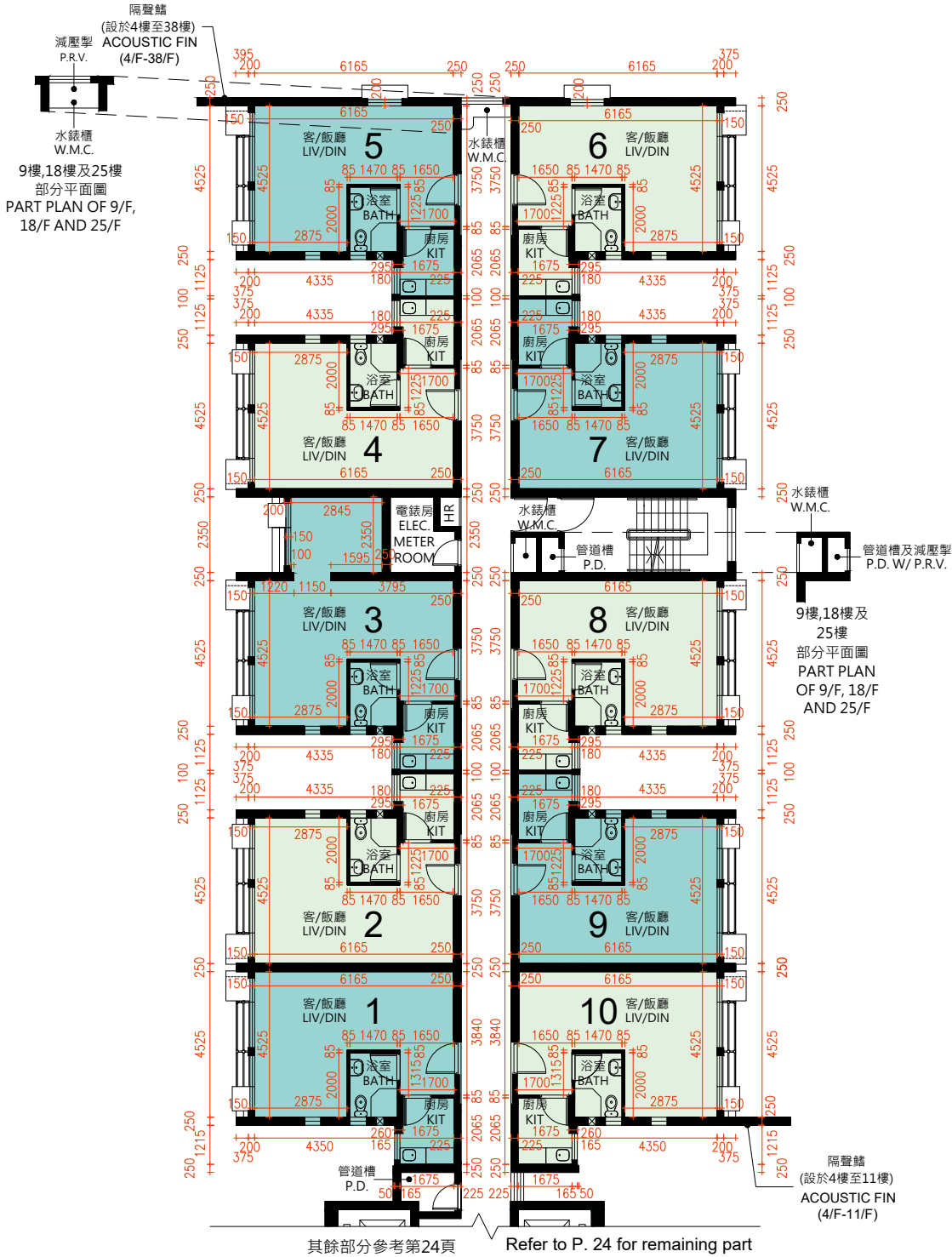
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm and 250mm.

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.

4樓至38樓平面圖  
4/F - 38/F Floor Plan



比例尺 SCALE: 0 5 (米)  
(m)

圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (38樓除外)。  
38樓每個住宅物業的層與層之間的高度為2.79米。

2. 每個住宅物業的樓板 (不包括灰泥) 的厚度為160毫米、195毫米及250毫米 (38樓除外)。  
38樓每個住宅物業的樓板 (不包括灰泥) 的厚度為200毫米及290毫米。

3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，  
一般比較低樓層的內部面積稍大。(不適用於該發展項目)
1. The floor-to-floor height of each residential property is 2.75m (except 38/F).  
The floor-to-floor height of each residential property on 38/F is 2.79m.

2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm and 250mm (except 38/F).  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 38/F are 200mm and 290mm.

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.



4樓至38樓平面圖  
4/F - 38/F Floor Plan



圖例 NOTATION

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

1. 每個住宅物業的層與層之間的高度為2.75米 (38樓除外)。  
38樓每個住宅物業的層與層之間的高度為2.79米。

2. 每個住宅物業的樓板 (不包括灰泥) 的厚度為160毫米、195毫米及250毫米 (38樓除外)。  
38樓每個住宅物業的樓板 (不包括灰泥) 的厚度為200毫米及290毫米。

3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，  
一般比較低樓層的內部面積稍大。(不適用於該發展項目)
1. The floor-to-floor height of each residential property is 2.75m (except 38/F).  
The floor-to-floor height of each residential property on 38/F is 2.79m.

2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm, 195mm and 250mm (except 38/F).  
The thicknesses of the floor slabs (excluding plaster) of each residential property on 38/F are 200mm and 290mm.

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.



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 Flat		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-38樓 3/F - 38/F	1, 10	35.4 (381) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	2, 9	34.8 (375) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	3	43.7 (470) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	4, 22	35.3 (380) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	5, 6, 7, 8, 19	35.6 (383) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

上述每個住宅物業的實用面積是按照《一手住宅物業銷售條例》第8條計算得出。  
The saleable area of each residential property listed above is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.

註： 上述以平方呎列明之面積是以1平方米=10.764平方呎換算，並四捨五入至整數平方呎。  
Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot.

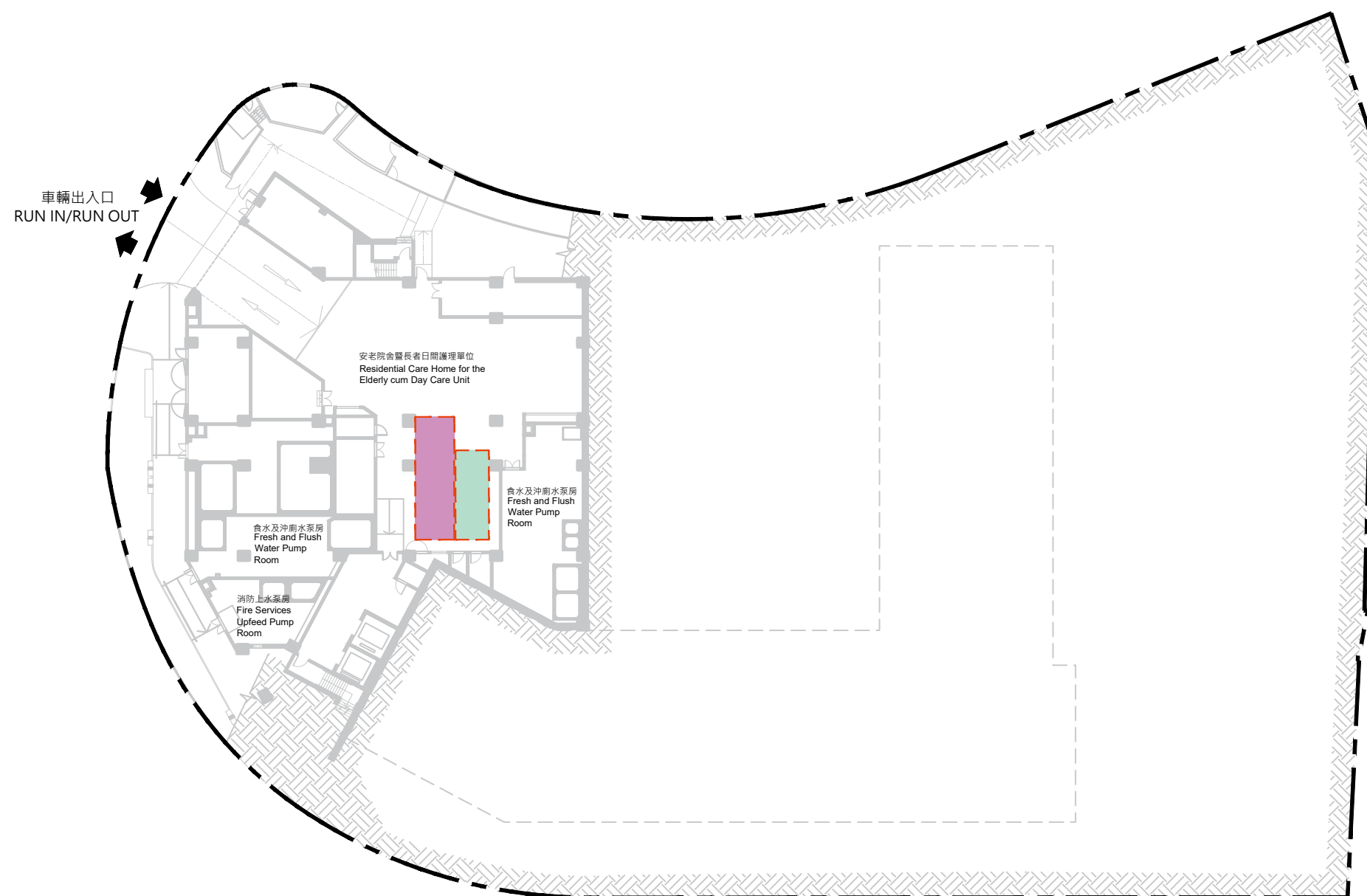
物業的描述 Description of Residential Property		實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
樓層 Floor	單位 Flat		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-38樓 3/F - 38/F	11	44.2 (476) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	12, 13, 14, 15, 18, 20, 24	35.7 (384) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	16, 17, 21	44.4 (478) 露台 Balcony: - 工作平台 Utility Platform: - 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	23	43.8 (471) 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.

地下低層三樓平面圖

Floor Plan of Parking Spaces on Lower Ground Third Floor





比例尺 SCALE: 0 5 10 15 20 (米)  
(m)

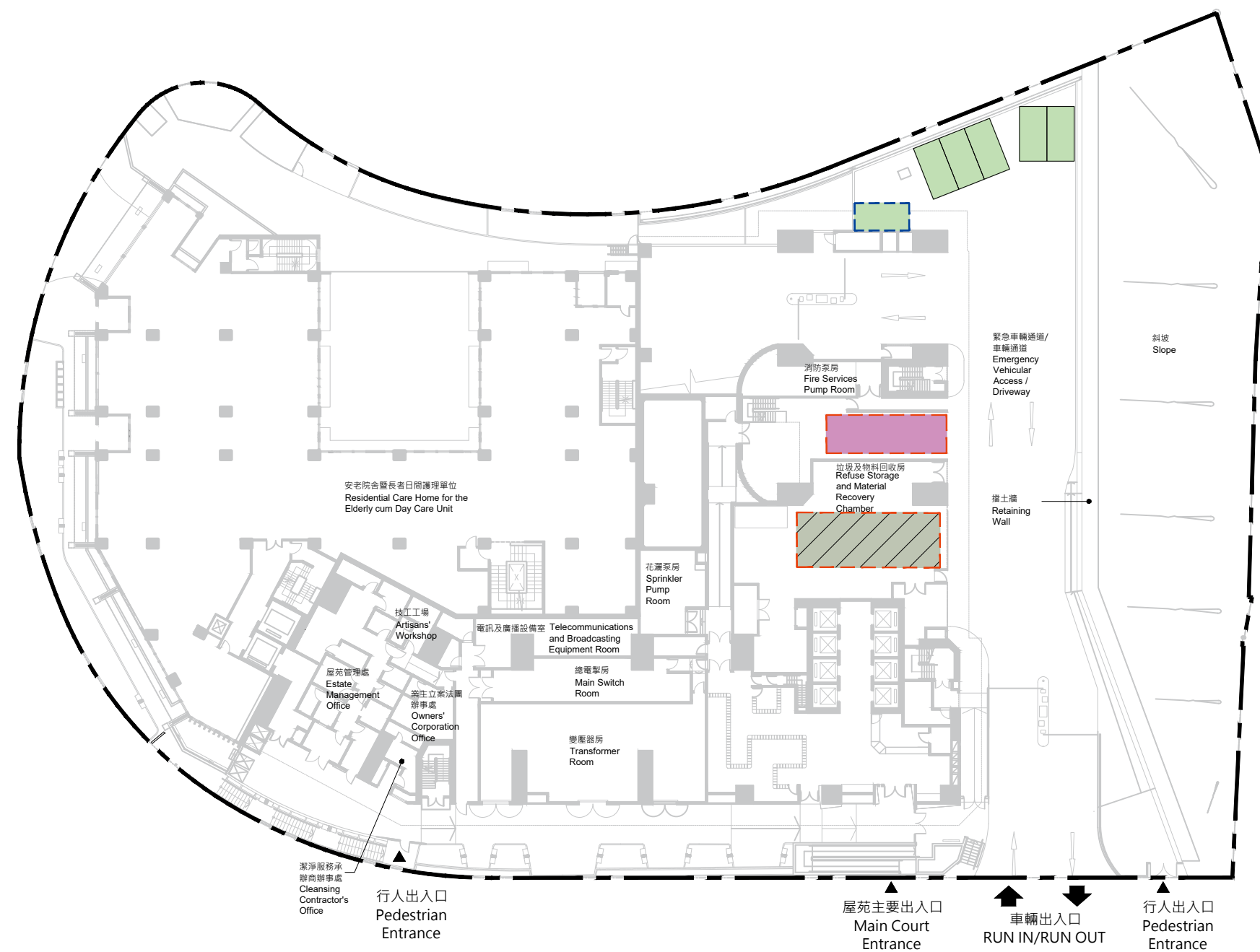


圖例 NOTATION

地界 Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	有蓋停車位(供安老院舍暨長者日間護理單位) Covered Parking Space (for Residential Care Home for the Elderly cum Day Care Unit)	1	8.0 x 3.0	24.00
	有蓋上落客貨停車位(供安老院舍暨長者日間護理單位) Covered Loading and Unloading Bay (for Residential Care Home for the Elderly cum Day Care Unit)	1	11.0 x 3.5	38.50





地下停車位平面圖  
Floor Plan of Parking Spaces on Ground Floor



比例尺 SCALE: 0 5 10 15 20(米)  
(m)

圖例 NOTATION

 地界 Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	露天汽車停車位 Open Car Parking Spaces	5	5.0 x 2.5	12.50
	部分有蓋汽車停車位 Partially Covered Car Parking Space	1	5.0 x 2.5	12.50
	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 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicle	1	12.0 x 5.0	60.00






平台一樓平面圖  
Floor Plan of Parking Spaces on Podium Level 1



比例尺 SCALE: 0 5 10 15 20(米)  
(m)

圖例 NOTATION

地界 Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	32	5.0 x 2.5	12.50
	有蓋暢通易達汽車停車位 Covered Accessible Car Parking Space	1	5.0 x 3.5	17.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	4	2.4 x 1.0	2.40

平台二樓平面圖  
Floor Plan of Parking Spaces on Podium Level 2






比例尺 SCALE: 0 5 10 15 20(米)  
(m)



圖例 NOTATION

地界 Lot Boundary

停車位類別 Category of Parking Space		數目 Number	每個停車位的尺寸(長x寬)(米) Dimensions of Each Parking Space (L x W) (m.)	每個停車位的面積(平方米) Area of Each Parking Space (sq.m.)
	有蓋汽車停車位 Covered Car Parking Spaces	23	5.0 x 2.5	12.50
	有蓋暢通易達汽車停車位 Covered Accessible Car Parking Space	1	5.0 x 3.5	17.50
	有蓋電單車停車位 Covered Motorcycle Parking Spaces	4	2.4 x 1.0	2.40

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」**

「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」**

「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，包括但不限於通道/車道(構成「停車場」或「政府屋宇」之部分除外)、隔聲牆(構成「住宅大廈公用地方與設施」之部分除外)、裝飾牆(構成「住宅大廈公用地方與設施」之部分除外)、空調機平台、技工工場、流通和機動空間、潔淨服務承辦商辦事處、柵欄(於「屋苑」入口)、緊急車輛通道、氣體調壓室、機電區、電錶房(構成「住宅大廈公用地方與設施」之部分除外)、應急發電機房、外牆(構成「政府屋宇」或「住宅大廈公用地方與設施」之部分除外)、消防控制室、消防入水掣及花灑入水掣、消防泵房、消防水缸、消防上水泵房、洗地水水缸、食水及沖廁水泵房、「綠化範圍」(構成「住宅大廈公用地方與設施」之部分除外)、橫向屏障(構成「住宅大廈公用地方與設施」之部分除外)、灌溉水缸、「雜項」、垃圾收集站、園景苗圃、升降機大堂、升降機、升降機機房、「供垃圾收集車作裝卸用途的停車位」、總電掣房、「保養及維修通道」(構成「政府屋宇」或「住宅大廈公用地方與設施」之部分除外)、屋苑管理辦事處、總水錶房、物料回收站、業主立案法團辦事處、「休憩空間」(構成「住宅大廈公用地方與設施」之部分除外)、管道槽(構成「住宅大廈公用地方與設施」之部分除外)、垃圾及物料回收房、花灑泵房、街道消防栓水缸、變壓器房、食水及沖廁水泵房之上部、消防上水泵房之上部、變壓器房上之空隙，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」所夾附並經「認可人士」核實為準確的圖則分別以橙色、橙色間黑色交叉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裝置和「屋苑」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用專有地方和「屋苑」內只為任何個別「業主」提供服務的設施。

**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"**

"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"**

"Estate Common Areas and Facilities" shall mean the areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof, and shall include, but not limited to, access road(s)/driveways (other than those forming part of the Car Park or the Government Accommodation), acoustic fins (other than those forming part of the Residential Block Common Areas and Facilities), architectural fins (other than those forming part of the Residential Block Common Areas and Facilities), air conditioning platforms, artisans' workshop, circulation and manoeuvring spaces, cleansing contractor's office, drop gates (at the entrance of the Estate), emergency vehicle access, gas kiosk, electrical mechanical zone, electrical meter room (other than those forming part of the Residential Block Common Areas and Facilities), emergency generator room, external walls (other than those forming part of the Government Accommodation or the Residential Block Common Areas and Facilities), fire services control room, fire services inlet and sprinkler inlet, fire services pump room, fire services water tank, fire services upfeed pump room, floor washing water tank, fresh and flush water pump room, the Greenery Area (other than those forming part of the Residential Block Common Areas and Facilities), horizontal screens (other than those forming part of the Residential Block Common Areas and Facilities), irrigation tank, the Items, junk collection point, landscape nursery, lifts, lift lobbies, lift machine room, the Loading and Unloading Space for Refuse Collection Vehicles, main switch room, the Maintenance and Repair Access (other than those forming part of the Government Accommodation or the Residential Block Common Areas and Facilities), estate management office, master water meter room, material recovery point, owners' corporation office, the Open Space (other than those forming part of the Residential Block Common Areas and Facilities), pipe ducts (other than those forming part of the Residential Block Common Areas and Facilities), refuse storage and material recovery chamber, sprinkler pump room, street fire hydrant water tank, transformer room, upper part of fresh and flush water pump room, upper part of fire services upfeed pump room, void above transformer room and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured orange, orange cross hatched black and orange with black cross (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person, and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the DMC and any Sub-Deed (if any) but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Block Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Estate serving only any particular Owner.



「住宅大廈公用地方與設施」

「住宅大廈公用地方與設施」指及包括但不限於自動讀錶設備室(構成「政府屋宇」或「停車場」之部分除外並不包括位於該設備室內的自動讀錶外站)、裝飾簷(構成「屋苑公用地方與設施」之部分除外)、隔聲簷(構成「屋苑公用地方與設施」之部分除外)、電纜管道(構成「政府屋宇」及「停車場」之部分除外)、電纜管道房、簷篷、「住宅大廈」內的行人道及走廊(構成「屋苑公用地方與設施」或「政府屋宇」之部分除外)、有蓋園景及遊樂區、罩屋、電力管道槽房、電力房(構成「屋苑公用地方與設施」之部分除外)、平台、沖廁水水缸、食水水缸、食水增壓泵房、「綠化範圍」(構成「屋苑公用地方與設施」之部分除外)、保安員櫃位、橫向屏障(構成「屋苑公用地方與設施」之部分除外)、升降機大堂、「上落客貨停車位」、「住宅大廈」之外牆、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)、「保養及維修通道」(構成「政府屋宇」或「屋苑公用地方與設施」之部分除外)、「休憩空間」(構成「屋苑公用地方與設施」之部分除外)、管道槽(構成「屋苑公用地方與設施」或「政府屋宇」之部分除外)、入口門廊、垃圾及物料回收室、電訊及廣播設備房、電訊及特低壓機房、洗手間、通風管道房，以及在「住宅大廈」內提供或安裝並擬為「住宅大廈」整體而非其中任何個別部分提供服務的任何其他地方、系統、裝置與設施，即現於「公契」所夾附並經「認可人士」核實為準確的圖則分別以棕色、棕色間黑色交叉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；以及「房委會」可隨時按照「公契」及任何「副公契」(如有者)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(在「訪客停車位」根據「公契」的規定被指定為額外的「住宅大廈公用地方與設施」之後，亦包括「訪客停車位」)，但(「公契」另有明文定義及規定者除外)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」任何部分內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方，以及「住宅大廈」任何部分內只為個別「業主」提供服務的設施。

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

“Residential Block Common Areas and Facilities”

“Residential Block Common Areas and Facilities” shall mean and include, but not limited to, the automatic meter reading equipment room (other than those forming part of the Government Accommodation or the Car Park and excluding the AMR Outstation(s) located within such rooms), architectural fins (other than those forming part of the Estate Common Areas and Facilities), acoustic fins (other than those forming part of the Estate Common Areas and Facilities), cable ducts (other than those forming part of the Government Accommodation and the Car Park), cable duct room, canopies, walkways and corridors within the Residential Block (other than those forming part of the Estate Common Areas and Facilities or the Government Accommodation), covered landscaped and play area, doghouses, electrical pipe duct rooms, electrical rooms (other than those forming part of the Estate Common Areas and Facilities), electrical meter rooms (other than those forming part of the Estate Common Areas and Facilities), flat roofs, flush water tanks, fresh water tanks, fresh water booster pump room, the Greenery Area (other than those forming part of the Estate Common Areas and Facilities), guard counter, horizontal screens (other than those forming part of the Estate Common Areas and Facilities), lift lobbies, the Loading and Unloading Space, external walls of the Residential Block, non-structural pre-fabricated external walls (which, for the purpose of identification, are shown marked “(PF)” on the plans annexed to the DMC), the Maintenance and Repair Access (other than those forming part of the Government Accommodation or the Estate Common Areas and Facilities), the Open Space (other than those forming part of the Estate Common Areas and Facilities), pipe ducts (other than those forming part of the Estate Common Areas and Facilities or the Government Accommodation), portal frames, refuse storage and material recovery rooms, telecommunications and broadcasting equipment room, telecommunication and extra low voltage rooms, toilet, vent duct room, and any other areas, 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 cross hatched black and brown with black cross (insofar as such areas, systems, devices and facilities are identifiable) on the plans annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Block Common Areas and Facilities by the HA (including the Visitors’ Car Parking Spaces after the designation of the Visitors’ Car Parking Spaces as additional Residential Block Common Areas and Facilities in accordance with the provisions of the DMC) in accordance with the DMC and any Sub-Deed (if any) but (unless otherwise expressly defined and provided under this Deed) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within any part of the Residential Block in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within any part of the Residential Block serving only any particular Owner.

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

樓層 Floor	單位 Flat	每一單位佔整體業權之不分割份數 Undivided Shares for Each Flat
3樓 – 38樓 3/F – 38/F	1, 4, 5, 6, 7, 8, 10, 18, 19, 22	55 / 63,296
	2, 9	54 / 63,296
	3, 23	68 / 63,296
	11, 16, 17, 21	69 / 63,296
	12, 13, 14, 15, 20, 24	56 / 63,296

C. 發展項目的管理人的委任年期

除《建築物管理條例》(第344章)另有規定,「房委會」會負責「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)\*。

\* 房委會作為「經理人」,會盡快於「公契」簽署日起計九(9)個月內舉行首次業主會議,以委任業主委員會及一名主席,或委任為了依《建築物管理條例》(第344章)成立業主立案法團的管理委員會。

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「管理開支」,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 – 38樓 3/F – 38/F	1, 4, 5, 6, 7, 8, 10, 18, 19, 22	55 / 63,286
	2, 9	54 / 63,286
	3, 23	68 / 63,286
	11, 16, 17, 21	69 / 63,286
	12, 13, 14, 15, 20, 24	56 / 63,286

E. 計算管理費按金的基準

每個「單位」的「業主」均須向「經理人」繳付一筆管理費按金,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。

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

Subject to the provisions of the Building Management Ordinance (Cap. 344), HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of the DMC or until an Owners' Corporation is formed, whichever is the earlier\*.

\* HA as the Manager will convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of the DMC to appoint the Owners' Committee and the Chairman, or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344).

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

- (1) Each of the Owners shall pay a monthly sum as determined by the Manager as being the due proportion of the Management Expenses, 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. 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」的最新擬稿的全文可於「房委會」客務中心內之居屋銷售小組開放時間內免費查閱,並可於「房委會」就出售高曦苑所指定的互聯網網站內閱覽。

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

位於新九龍內地段第6670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日期為2024年9月26日(下稱「該租契」)。

**1. 發展項目位於新九龍內地段第6670號(下稱「該地段」)。**

**2. 「該地段」的批租年期為50年，由2024年9月26日起計(下稱「批租年期」)。**

**3. 「該租契」條款第3.3條訂明：**

「承租人」須不時及在其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」上的建築物或其任何部分作私人住宅連同非工業(不包括私人住宅、辦公室、酒店、倉庫及加油站)及「該租契」條款第3.14條(c)款及(d)款所指的其他設施及「該租契」所指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」上的建築物內的任何私人住宅單位不得用作私人住宅用途以外的任何其他用途。

**6. 「該租契」條款第3.14(c)及(d)條訂明：**

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾，

- (c) 受限於「該租契」條款第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、提供並維持總樓面面積不多於7,550平方米作非工業(不包括私人住宅、辦公室、酒店、貨倉和加油站)用途，包括：
  - (i) 總樓面面積不少於6,500平方米就「該租契」條款第3.22條所指的「政府屋宇」；及
  - (ii) 總樓面面積不多於1,050平方米的其他設施包括經房屋署署長書面批准供屋苑管理用途使用的辦事處、技工工場或服務室；

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 New Kowloon Inland Lot No. 6670 is dated the 26th day of September 2024 (hereinafter referred to as “the Lease”).

**1. The Development is situated on New Kowloon Inland Lot No. 6670 (“the Lot”).**

**2. The Lot is granted for a term of 50 years commencing from the 26th day of September 2024 (“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 non-industrial (excluding private residential, office, hotel, godown and petrol filling station) purposes and other facilities as referred to in Clauses Nos. 3.14(c) and 3.14(d) of the Lease and ancillary facilities as referred to in this Lease and in particular, any private residential flats in the building or buildings erected or to be erected on the Lot shall not be used for any purpose other than for private residential purposes.

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

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

- (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 a total gross floor area of not more than 7,550 square metres for non-industrial (excluding private residential, office, hotel, godown and petrol filling station) purposes, of which:
  - (i) the Government Accommodation referred to in Clause No. 3.22 of the Lease having a total gross floor area of not less than 6,500 square metres; and
  - (ii) such other facilities including management offices, workshops or service rooms for estate management purpose as may be approved from time to time by the Director of Housing in writing having a total gross floor area of not more than 1,050 square metres;



- (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23平方米供「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19平方米作警衛櫃檯；

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以及超越第3.14條(d)(i)及(ii)款分別所指的樓面面積的任何樓面面積將計算在內。

#### 7. 「該租契」條款第3.15(c)條訂明：

在發展或重建「該地段」時及受制於「該租契」包含的條款及契諾，

- (c) (i) 「承租人」須自費向房屋局常任秘書長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」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」之布局與大小及房屋局常任秘書長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」將由房屋局常任秘書長決定，其決定為最終決定並對「承租人」具約束力。上述獲房屋局常任秘書長批准的建議書下稱「獲批准綠化建議書」。就「該租契」條款第3.15條(c)款而言，「建築工程」應根據《建築物條例》之定義。
- (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，及其後以各方面均令房屋局常任秘書長滿意的方式維持「綠化範圍」。未經房屋局常任秘書長事先書面批准，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。
- (iii) 除非事先獲得房屋局常任秘書長書面批准，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3.23(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」或毗鄰範圍的樹木。「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。

- (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 23 square metres; and
  - (ii) guard counters having a total gross floor area of not exceeding 19 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 and any gross floor area in excess of the respective gross floor areas as stipulated in sub-clauses (d)(i) and (d)(ii) of Clause No. 3.14 of the Lease shall be taken into account for such calculation.

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

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

- (c) (i) The Lessee shall at its own expense submit to the Permanent Secretary for Housing for his written approval a plan indicating such portion or portions of the Lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the Permanent Secretary for Housing may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the Permanent Secretary for Housing as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the Lot or building or buildings constitute the Greenery Area shall be final and binding on the Lessee. The aforesaid submission as approved by the Permanent Secretary for Housing is hereinafter referred to as "the Approved Greenery Submission". For the purpose of sub-clause (c) of Clause No. 3.15 of the Lease, "building works" shall be as defined in the Buildings Ordinance.
- (ii) The Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the Permanent Secretary for Housing. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Permanent Secretary for Housing.
- (iii) Except with the prior written approval of the Permanent Secretary for Housing, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause 3.23(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條訂明：**

- (a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於2,420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和佔用人及其真正賓客和訪客使用及享用的動態及靜態康樂用途以外的任何其他用途。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3.23(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「私人住宅單位」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」須事先向「承租人」繳付「補價」，將轉讓予他的「私人住宅單位」按揭或押記，惟前提是必須獲得房屋署署長的事先書面批准，而房屋署署長在授予該批准時可施加他認為合適的條款及條件，包括(除其他外)繳付行政費(如被要求時)及該按揭或押記須符合房屋署署長批准的格式並載有房屋署署長要求的條文。
- (c) 「業主」毋須事先向「承租人」繳付「補價」而有權就其「私人住宅單位」訂立任何臨時買賣協議、買賣協議及轉讓契據，惟前提是：
  - (i) 以買方身份訂立該臨時買賣協議的人士為「合資格買方」；
  - (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「私人住宅單位」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))；
  - (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限於「承租人」以其全權及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及
  - (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」。

**10. Clause No. 3.18 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 2,420 square metres in area and shall not use, permit or suffer to be used the said open space for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents and occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The decision of the Director as to what constitutes open space shall be final and binding on the Lessee.
- (b) 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 3.23(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 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 private 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 private residential flat assigned to him provided that the prior written approval of the Director of Housing shall be obtained who may, in granting such approval, impose such terms and conditions as he sees fit including, inter alia, payment of an administrative fee (if required) and that the mortgage or charge shall be in a form approved by the Director of Housing and shall contain such provisions as the Director of Housing may require.
- (c) An owner shall be entitled to enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his private residential flat without first making payment of the Premium to the Lessee provided that:
  - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an eligible purchaser;
  - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is a person nominated by the Lessee in its sole and absolute discretion to buy such private residential flat;
  - (iii) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Lessee in its sole and absolute discretion are observed and complied with;
  - (iv) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of 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 authorized by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the 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) 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「私人住宅單位」，惟前提是須向「承租人」繳付「補價」以及向房屋署署長繳付用作釐定「補價」的行政費(如被要求時)；以及
  - (ii) 在向「承租人」繳付「補價」前，「業主」可就其「私人住宅單位」訂立買賣協議，惟前提是該協議的條件須規定於轉讓「私人住宅單位」前及於該協議訂立日期的28日之內或房屋署署長可另行以書面批准的延長限期內向「承租人」繳付「補價」。
- (e) 儘管「該租契」條款第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「私人住宅單位」或其中的任何權益轉讓予由「承租人」以其全權及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。
- (f) 在「業主」根據「該租契」條款第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「私人住宅單位」，並對該「業主」的「私人住宅單位」失去效力。
- (g) 就「該租契」條款第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「私人住宅單位」或其中任何權益的人士；
  - (ii) 「首次轉讓契據」指「承租人」向該「私人住宅單位」的首位「業主」轉讓「私人住宅單位」的首份轉讓契據；
  - (iii) 「承租人」一詞不包括其受讓人；
  - (iv) 「最初市值」指在最後一份由「承租人」向該「私人住宅單位」的任何「業主」轉讓該「私人住宅單位」的轉讓契據中指明的該「私人住宅單位」的市值；
  - (v) 「業主」指獲「承租人」根據「該租契」條款第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「私人住宅單位」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「私人住宅單位」的承按人或承押記人；
  - (vi) 「期間」指「首次轉讓契據」的日期後起計的一段為期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「私人住宅單位」的「業主」具約束力)，該款額須根據以下公式計算—

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

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

- (viii) 「買價」指在最後一份由「承租人」向該「私人住宅單位」的任何「業主」轉讓該「私人住宅單位」的轉讓契據中指明的該「私人住宅單位」的價錢；以及
- (ix) 「私人住宅單位」指於「該地段」已建或擬建的建築物內並獲分配「該地段」的不分割份數的私人住宅單位。

- (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 private residential flat as he sees fit subject to the payment of the Premium to the Lessee together with an administrative fee payable to the Director of Housing for determination of the Premium (if required); and
  - (ii) an owner may enter into an agreement for sale and purchase of his private residential flat prior to the payment of the Premium to the Lessee provided that it is a condition of such agreement that the Premium shall be paid to the Lessee prior to the assignment of the private residential flat and within 28 days of the date of the agreement or within such extended period as may otherwise be approved in writing by the Director of Housing.
- (e) Notwithstanding 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 private residential flat or any interest therein or enter into any agreement so to do to such person or persons as the Lessee may in its sole and absolute discretion approve in writing.
- (f) Upon payment of the Premium by an owner to the Lessee in accordance with 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 private 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 private residential flat or any interest therein;
  - (ii) "First Assignment" means the first assignment of a private residential flat from the Lessee to the first owner of that private residential flat;
  - (iii) the expression "Lessee" excludes its assigns;
  - (iv) "Initial Market Value" means the market value of the private residential flat as specified in the last assignment from the Lessee to any owner of that private residential flat;
  - (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 private 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 private 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 private residential flat) which shall be calculated according to the following formula –

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

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

- (viii) "Purchase Price" means the price of the private residential flat as specified in the last assignment from the Lessee to any owner of that private residential flat; and
- (ix) "private residential flat" means a private 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) 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3.22(a)及(i)條訂明：**

- (a) 除「該租契」條款第3.22條(b)款及(c)款另有規定外，「承租人」須自費及以在各方面均令「署長」滿意及良好的工作方式，在「該地段」興建、建造、提供及保養政府、機構或社區設施，包括
- (i) 一間按《安老院條例》及其下的規例及任何修訂或取代法例定義的安老院舍暨長者日間護理單位(下統稱「安老院舍暨長者日間護理單位」)；
  - (ii) 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(下稱「道路交通條例」)獲發牌的私家小巴(備車尾升降台)並專門服務「安老院舍暨長者日間護理單位」的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；及
  - (iii) 一個供根據「道路交通條例」獲發牌的私家小巴、救護車及其他汽車作上落客用途並專門服務「安老院舍暨長者日間護理單位」的停車位。該停車位須可方便地到達並鄰近「安老院舍暨長者日間護理單位」的出入口，而且除非另行獲得「署長」的書面同意，此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

(上述屋宇(包括根據「該租契」條款第3.22條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同「署長」以其絕對酌情權決定的任何其他專屬於該屋宇的地方、設施、服務和裝置(其決定為最終決定並對「承租人」具約束力)，下統稱「政府屋宇」)。

就「該租契」條款第3.22條(a)款而言，何謂「安老院舍暨長者日間護理單位」將由社會福利署署長決定，其決定為最終決定並對「承租人」具約束力。就「該租契」而言，「私家小巴」及「汽車」應根據「道路交通條例」之定義。

- (i) (i) 受限於「財政司司長法團」根據「該租契」條款第3.23(a)(ix)(i)條所指的任何分擔，「承租人」須在整個「批租年期」內自費，並以各方面均令「署長」滿意的方式保養下列項目(下稱「雜項」)：
- (i) 非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (ii) 供「該地段」內「政府屋宇」及發展項目其餘部分使用的所有升降機、自動扶梯和樓梯；
  - (iii) 構成供「該地段」內「政府屋宇」及發展項目其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；及
  - (iv) 供「政府屋宇」及「該地段」發展項目其餘部分使用的一切其他公用部分與設施。

- (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 Housing.

**13. Clause No. 3.22 (a) and (i) of the Lease stipulates that:**

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
- (i) one residential care home (as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation) for the elderly cum day care unit (hereinafter collectively referred to as "RCHE cum DCU");
  - (ii) one space for the parking of private light bus with tail-lift licenced under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving exclusively the RCHE cum DCU and such space shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
  - (iii) one loading and unloading bay for the loading and unloading of private light buses, ambulances and other motor vehicles licensed under the Road Traffic Ordinance and serving exclusively the RCHE cum DCU. The loading and unloading bay so provided shall be accessible conveniently and close to the entrance of the RCHE cum DCU and 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

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation").

For the purpose of sub-clause (a) of Clause No. 3.22 of the Lease, the decision of the Director of Social Welfare as to what constitutes a RCHE cum DCU shall be final and binding on the Lessee. For the purposes of the Lease, "private light bus" and "motor vehicle" shall be as defined in the Road Traffic Ordinance.

- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.23(a)(ix)(i) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
  - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and
  - (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.

- (ii) 「承租人」須就因未能保養「雜項」，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟，對政府及「財政司司長法團」作出彌償，並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.22條(i)款而言，「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.22條(i)款而言，若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識，「署長」就有關「政府屋宇」是否屬獨立式的決定為最終決定，並對「承租人」及「財政司司長法團」具約束力。

#### 14. 「該租契」條款第3.25條訂明：

- (a) 除根據「該租契」條款第3.22(a)(ii)條的要求所提供的停車位外，「承租人」須在「該地段」內以令運輸署署長(下稱「運輸署署長」)滿意的方式提供及維持：
  - (i) 供停泊根據「道路交通條例」獲發牌的私家車、的士和客貨車的停車位，除非另行獲得「運輸署署長」的書面同意，停車位的數目須為63而且除非另行獲得「運輸署署長」的書面同意，每個停車位(根據「該租契」條款第3.25條(a)(iv)款預留及指定的停車位除外)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) 根據「該租契」條款第3.25條(a)(i)款將提供的停車位中，58個停車位須預留及指定作「私人住宅停車位」及5個停車位須預留及指定作「訪客停車位」。「承租人」可增加或減少各類根據「該租契」條款第3.25條(a)(ii)款將提供的停車位的數目及尺寸至其他由運輸署署長書面批准的數目及尺寸；
  - (iii) 供停泊根據「道路交通條例」獲發牌的電單車的停車位，除非另行獲得「運輸署署長」的書面同意，停車位的數目須為8而且除非另行獲得「運輸署署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；及
  - (iv) 根據「該租契」條款第3.25條(a)(i)款所提供的停車位中，其中須預留及指定由建築事務監督或房屋局常任秘書長要求或批准的數目之2個或多個停車位供傷殘人士停泊汽車。每個預留及指定之停車位的尺寸須根據建築事務監督或房屋局常任秘書長要求或批准。

就「該租契」而言，「私家車」、「的士」、「客貨車」、「電單車」及「傷殘人士」應根據「道路交通條例」之定義，而「建築事務監督」應根據《建築物條例》之定義。

- (b) 根據「該租契」條款第3.25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。

- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease only, the expression “Lessee” shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.

#### 14. Clause No. 3.25 of the Lease stipulates that:

- (a) In addition to the space provided in accordance with Clause No. 3.22(a)(ii) of the Lease, the Lessee shall provide and maintain within the Lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as “the C for T”):
  - (i) spaces for the parking of private cars, taxis and van-type light goods vehicles licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces to be provided shall be 63 and except for such number of spaces reserved and designated in accordance with sub-clause (a)(iv) of Clause No. 3.25 of the Lease, each space shall, unless the C for T otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;
  - (ii) out of the spaces to be provided under sub-clause (a)(i) of Clause No. 3.25 of the Lease, 58 spaces shall be reserved and designated as “the Private Residential Parking Spaces” and 5 spaces shall be reserved and designated as “the Visitors’ Parking Spaces”. The Lessee may increase or reduce the respective numbers and dimensions of spaces required to be provided under sub-clause (a)(ii) of Clause No. 3.25 of the Lease to such other numbers and dimensions as may be approved in writing by the C for T;
  - (iii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and, unless the C for T otherwise consents in writing, the number of spaces to be provided shall be 8 and each space shall, unless the C for T 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; and
  - (iv) out of the spaces to be provided under sub-clause (a)(i) of Clause No. 3.25 of the Lease, 2 spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as the Building Authority or the Permanent Secretary for Housing may require or approve. The dimensions of each of the spaces so reserved and designated shall be as the Building Authority or the Permanent Secretary for Housing may require or approve.

For the purposes of this Lease, “private car”, “taxi”, “van-type light goods vehicle”, “motor cycle” and “disabled person” shall be as defined in the Road Traffic Ordinance, and “Building Authority” shall be as defined in the Buildings Ordinance.

- (b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of Clause No. 3.25 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 motor vehicle cleaning and beauty services.



- (c) 除根據「該租契」條款第3.22(a)(iii)條的要求所提供的停車位外，「承租人」須在「該地段」內以令「運輸署署長」滿意的方式提供及維持：
- (i) 供根據「道路交通條例」獲發牌的汽車作上落客貨用途之停車位，而上述供汽車作上落客貨用途的停車位之數目須為1。除非另行獲得「運輸署署長」的書面同意，尺寸最少須為3.5米寬、11.0米長及樓底高度最少須為4.7米。每個停車位不得用作與「該地段」上已建或擬建建築物有關的汽車作上落客貨用途以外的任何其他用途；及
  - (ii) 1個供垃圾收集車作裝卸用途的停車位及除非另行獲得食物環境衛生署署長的書面同意，該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。
- (d) 就計算「該租契」條款第3.14(a)條至第3.14(d)條分別所指的總樓面面積而言，根據「該租契」條款第3.22(a)(ii)條及3.22(a)(iii)條及第3.25條(a)款及(c)款所提供的停車位及任何其他地方(包括但不限於為該等停車位而設的升降機大堂、樓梯平台、行人通道、流轉通道的地方及機房)，均不應該納入計算。
- (e) (i) 「承租人」須在「批租年期」期間的所有時間允許「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士，不論是否備有工具、設備、機械、機器或汽車，免費並不受限制自由隨時進出、往返及再經過「該地段」或其任何部分及任何「該地段」已建或擬建的建築物，以視察、檢查及確定「承租人」沒有違反或未有履行「該租契」條款第3.22(a)(ii)條及第3.22(a)(iii)條及第3.25條(a)款、(b)款、(c)款及(d)款。
- (ii) 政府毋須因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人士授權的任何其他人士行使「該租契」條款第3.25條(e)(i)款所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生並對「承租人」或任何其他人士造成或使「承租人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)承擔任何責任，而「承租人」無權就任何上述損失、損害、滋擾或干擾向政府提出索償。
- (iii) 「承租人」須就因「運輸署署長」、政府、其人員、承辦商、代理、工人及獲上述任何人授權的任何其他人士行使「該租契」條款第3.25條(e)(i)款所賦予的權利而所導致(不論是直接或間接導致的)或與之相關或附帶產生的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)向政府作出彌償，並使政府持續得到彌償。

#### 15. 「該租契」條款第3.26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」存放一份或多份圖則，並在其標示根據「該租契」條款第3.22(a)(ii)條、3.22(a)(iii)條、3.25(a)條及3.25(c)條將在「該地段」提供所有作停泊及上落客貨用途的停車位(下稱「停車場布局圖」)。未經「運輸署署長」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」。

- (c) In addition to the space provided in accordance with Clause 3.22(a)(iii) of the Lease, the Lessee shall provide and maintain within the Lot to the satisfaction of the C for T:
- (i) space or spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and the number of space or spaces for the loading and unloading of motor vehicles as aforesaid shall, unless the C for T otherwise consents in writing, be 1. Each of the space or spaces so provided shall, unless the C for T otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purposes 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; and
  - (ii) one space for the loading and unloading of refuse collection vehicles and the space so provided shall, unless the Director of Food and Environmental Hygiene 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 shall not be used for any purposes other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (d) For the purpose of calculating the respective total gross floor areas stipulated in Clauses No. 3.14(a) to 3.14(d) of the Lease, there shall not be taken into account the spaces provided in accordance with Clauses 3.22(a)(ii) and 3.22(a)(iii) of the Lease and sub-clauses (a) and (c) of Clause No. 3.25 of the Lease and any other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces.
- (e) (i) The Lessee shall at all times throughout the Lease Term permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Clauses 3.22(a)(ii) and 3.22(a)(iii) of the Lease and sub-clauses (a), (b), (c) and (d) of Clause No. 3.25 of the Lease by the Lessee.
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under 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.
- (iii) The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (e)(i) of Clause No. 3.25 of the Lease.

#### 15. Clause No. 3.26 of the Lease stipulates that:

- (a) Within twelve calendar months from the date of this 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 all the parking, loading and unloading spaces to be provided within the Lot in accordance with Clauses 3.22(a)(ii), 3.22(a)(iii), 3.25(a) and 3.25(c) 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 C for T.

- (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3.22(a)(ii)條、3.22(a)(iii)條、3.25(a)條及3.25(c)條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」上標示為升降機、樓梯平台、流轉通道的地方。
- (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3.22(a)(ii)條、3.22(a)(iii)條、3.25(a)條及3.25(c)條所述供汽車停泊或供汽車上落客貨之用途。
- (d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.26條(a)款存放「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」上的建築物或其任何部分之交易(根據「該租契」條款第3.22(d)條轉讓「政府屋宇」除外)。
- (e) 「承租人」現：
- (i) 同意「運輸署署長」、「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「運輸署署長」或「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、研究或其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或「運輸署署長」、「署長」或政府之主動查詢；及
- (ii) 接受及確認「運輸署署長」、「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3.26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3.26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「運輸署署長」、「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3.26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。
- (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 Clauses 3.22(a)(ii), 3.22(a)(iii), 3.25(a) and 3.25(c) 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 Clauses 3.22(a)(ii), 3.22(a)(iii), 3.25(a) and 3.25(c) of the Lease.
- (d) Except with the prior written consent of the Director, no transaction (except for the assignment of the Government Accommodation pursuant to Clause 3.22(d) of the Lease) 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 the Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.26 of the Lease.
- (e) The Lessee hereby:
- (i) gives its consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized 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 C for T or 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 C for T's, the Director's or the Government's own accord; and
- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized 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.3.26 of the Lease.
- (f) For the purpose of sub-clause (e) of Clause No. 3.26 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 C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of Clause No. 3.26 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.



- (h) 對於履行或未能履行任何「承租人」在「該租契」條款第3.26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「運輸署署長」、「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3.26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3.26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。
- (i) 對於履行或未能履行任何「承租人」在「該租契」條款第3.26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，「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、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。

**16. 「該租契」條款第3.28條訂明：**

- (a) 「承租人」須在房屋署總建築師發出完工證明書之日期或之前自費以各方面均令水務監督(按《水務設施條例》、任何其下的規例及任何修訂法例而界定)滿意的方式：
  - (i) 向水務監督提交或促使他人向水務監督提交關於提供及安裝自動讀錶(下稱「自動讀錶」)外站的建議書以待書面審批，建議書須包括水務監督要求的資料和詳情，包括但不限於標示根據「該租契」條款第3.28條(a)(i)款提供及安裝的「自動讀錶」外站位置之布局圖、建立「自動讀錶」外站的「自動讀錶」設備之編排及相關細節、及指定容納「自動讀錶」設備之範圍或空間；及
  - (ii) 提供及安裝獲水務監督根據「該租契」條款第3.28條(a)(i)款批准之「自動讀錶」外站(下稱「自動讀錶外站」)，予所有「自動讀錶」水錶，包括個人用戶(按下文定義)之食水供應水錶，以及其他水務監督可行使其獨有酌情權要求或批准作不同水務供應之附加水錶，為免存疑，包括：
    - (I) 必要的電線及電纜；
    - (II) 其內已安裝「自動讀錶」設備之必要的「自動讀錶」錶板；及
    - (III) 其他設施及相關設備。

就「該租契」條款第3.28條(a)(i)款而言，「用戶」一詞根據《水務設施條例》、任何其下的規例及任何修訂法例而界定。

- (b) 在根據「該租契」條款第3.28條(a)(i)款所指的建議書獲水務監督批准之前，「承租人」不得展開任何提供及安裝「自動讀錶外站」之工程。
- (c) 「承租人」須在「批租年期」期間自費以各方面均令水務監督滿意的方式維持、保養、維修及管理「自動讀錶外站」於修繕妥當及運作良好的狀態，直至根據「該租契」條款第3.28條(g)款交還「自動讀錶外站」予水務監督為止。

- (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. 3.26 of the Lease; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.26 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, 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. 3.26 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) 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. 3.26 of the Lease; any omission or mistake in the Car Park Layout Plans.

**16. Clause No. 3.28 of the Lease stipulates that:**

- (a) The Lessee shall on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department, at its own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation):
  - (i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as "AMR") outstation or outstations which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the locations of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of Clause No. 3.28 of the Lease, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and
  - (ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of Clause No. 3.28 of the Lease (hereinafter referred to as "the AMR Outstation(s)"), for all AMR meters including meters for fresh water supply for individual consumer and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:
    - (I) the necessary cable conduits and cables;
    - (II) the necessary AMR panel(s) in which the AMR equipment is installed; and
    - (III) other facilities and associated equipment.

For the purpose of sub-clause (a)(ii) of Clause No. 3.28 of the Lease, the expression "consumer" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

- (b) The Lessee shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of Clause No. 3.28 of the Lease shall have been approved by the Water Authority.
- (c) The Lessee shall throughout the Lease Term, at its own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of Clause No. 3.28 of the Lease.

- (d) 水務監督有權於任何時間行使其絕對酌情權向「承租人」送達書面通知，要求「承租人」拆卸或移除放置於指定供容納「自動讀錶外站」之範圍或空間上方、之上或之下、或堆疊其上或其內之物件或物料，及水務監督認為(其意見為最終意見，並對「承租人」具約束力)阻止或干擾「自動讀錶外站」的容納、運作和保養之物件或物料。「承租人」收到該書面通知後須於書面通知訂明的期限內及以各方面令水務監督滿意的方式自費拆卸或移除該等物件或物料，並修復及維修受拆卸或移除影響之範圍或空間。
- (e) 倘若「承租人」未能根據「該租契」條款第3.28條規定履行其義務，水務監督可進行必要的工程，費用須由「承租人」承擔，「承租人」須按要求向水務監督支付由水務監督決定相等於該工程費用的款項，水務監督的決定為最終決定並對「承租人」具約束力。
- (f) 「承租人」須在「批租年期」期間在所有時間允許水務監督及其人員、承辦商、代理人和工人和任何獲水務監督授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制進出、往返及再經過「該地段」或其任何部分及任何已建或擬建於「該地段」之上的建築物，以：
- (i) 視察及檢查根據「該租契」條款第3.28條(a)(ii)款、(c)款及(d)款進行的任何工程；
  - (ii) 根據「該租契」條款第3.28條(e)款進行任何工程；及
  - (iii) 在「自動讀錶外站」根據「該租契」條款第3.28條(g)款交還予水務監督之後，視察、檢查、運作、保養、維修和翻新「自動讀錶外站」。
- (g) 「承租人」須隨時將獲批准「自動讀錶外站」或其任何部分按水務監督要求在其書面通知指定之日期交還予水務監督，及在任何情況下「自動讀錶外站」須被視作於房屋署總建築師發出完工證明書之日期已由「承租人」交還予水務監督。
- (h) 政府、水務監督、其人員、承辦商、代理人和工人和任何獲水務監督授權的人士不會就因「承租人」履行或不履行「該租契」條款第3.28條(a)(ii)款、(c)款、(d)款及(f)款規定的責任，或進行、視察、檢查及監督根據「該租契」條款第3.28條(e)款的工程，或政府、水務監督、其人員、承辦商、代理人和工人和任何獲水務監督授權的人士行使「該租契」條款第3.28條(f)款賦予的權利所直接或間接引起或對「承租人」造成或使其蒙受的，或與之相關或附帶的，任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向上述任何人士提出索償。
- (i) 「承租人」須就因提供、安裝、維修、保養和管理「自動讀錶外站」或根據「該租契」條款第3.28條(e)款的工程，不論直接或間接所引起或與之有關的一切責任、損失、損害賠償、開支、索償、費用、收費、要求、法律行動及訴訟，對政府、水務監督及其人員、承辦商、代理人和工人和任何根據「該租契」條款第3.28條(h)款獲水務監督授權的人士作出彌償，並使其持續得到彌償。
- (j) 就「該租契」條款第3.28條(a)款、(b)款、(c)款及(g)款而言，「承租人」一詞不應包括其受讓人。
- (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Lessee a notice in writing requiring the Lessee to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Lessee) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Lessee shall upon receipt of such written notice, at its own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Lessee's obligations under Clause No. 3.28 of the Lease, the Water Authority may carry out the necessary works at the cost of the Lessee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Lessee.
- (f) The Lessee shall, at all times throughout the Lease Term, permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:
- (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of Clause No. 3.28 of the Lease;
  - (ii) carrying out any works in accordance with sub-clause (e) of Clause No. 3.28 of the Lease; and
  - (iii) inspecting, checking, operating, maintaining, repairing and renewing the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of Clause No. 3.28 of the Lease.
- (g) The approved AMR Outstation(s) or any of them as required shall be delivered to the Water Authority by the Lessee on demand upon such date or dates as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Lessee upon issuance of a Completion Certificate by the Chief Architect of the Housing Department.
- (h) The Government, the Water Authority, their officers, contractors, agents and workmen and any persons authorized by the Water Authority shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever 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)(ii), (c), (d) and (f) of Clause No. 3.28 of the Lease or the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of Clause No. 3.28 of the Lease or the exercise by the Government, the Water Authority, their officers, contractors, agents and workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of Clause No. 3.28 of the Lease, and no claim whatsoever shall be made against any of them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Lessee shall at all times indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents and workmen and any persons authorized by the Water Authority under sub-clause (h) of Clause No. 3.28 of the Lease from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of Clause No. 3.28 of the Lease.
- (j) For the purpose of sub-clauses (a), (b), (c) and (g) of Clause No. 3.28 of the Lease, the expression "Lessee" shall exclude its assigns.



**17. 「該租契」條款第4.1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）而對任何毗鄰或毗連土地或「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。

**18. 「該租契」條款第4.2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。

**19. 「該租契」條款第4.3條訂明：**

除非獲「署長」事先書面同意，「承租人」不得切去、清除或推後任何毗鄰或毗連「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。給予同意時，「署長」可憑其酌情權加入任何其認為合適的條款及條件，包括以他釐定的補地價批出額外政府土地作為「該地段」的延伸。

**20. 「該租契」條款第4.4條訂明：**

- (a) 如果任何土地存在或已經被切去、清除、推後、堆積、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讓其處於良好和修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.4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4.3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，並使其持續得到彌償。

**17. Clause No. 4.1 of the Lease stipulates that:**

The Lessee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any breach of the terms and covenants contained in the 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.

**18. Clause No. 4.2 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.

**19. Clause No. 4.3 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.

**20. Clause No. 4.4 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 Lot, 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. 4.4 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.3 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 or in connection with such falling away, landslip or subsidence.

- (d) 除了「該租契」規定對違反該等條款的其他任何權利或補償外，「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。

**21. 「該租契」條款第4.5條訂明：**

未經「署長」的事先書面同意，不得在「該地段」使用碎石設備。

**22. 「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」可不時以其絕對酌情權提出要求時向其提供上述檢驗工程的報告和資料。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。

**23. 「該租契」條款第4.7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。

- (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 Lot, 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.

**21. Clause No. 4.5 of the Lease stipulates that:**

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

**22. 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.

**23. Clause No. 4.7 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 or in connection with 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.



**24. 「該租契」條款第4.8條訂明：**

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

**25. 「該租契」條款第4.9條訂明：**

- (a) 「承租人」須自費建造與保養不論在「該地段」邊界內或政府土地上「署長」認為需要的排水渠及渠道，以便截斷與引導所有落在或流經「該地段」的暴雨或雨水到最近的水道、集水井、渠道或政府雨水渠，以令「署長」滿意。「承租人」須對上述暴雨或雨水造成的任何損壞或滋擾而導致（不論是直接或間接導致的）或與上述暴雨或雨水造成的任何損壞或滋擾相關的一切責任、索償、損失、損害、開支、支出、費用、要求、法律行動及訴訟（不論任何及如何引致）自行負責並向政府作出彌償，並使政府持續得到彌償。
- (b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠（如已建成及已啟用）的工程可由「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。

**24. 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.

**25. Clause No. 4.9 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 or in connection with any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

**26. 「該租契」條款第5.3條訂明：**

- (a) 政府、任何毗連或鄰近土地或處所的承租人、租戶、佔用人和獲許可人或任何其他獲得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、佔用人和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)。

**27. 「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」不得進行或准許或容許他人進行任何與已建或擬建於「該地段」上的任何私人住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、樓板、天台樓板或間隔結構，致使該單位內部連結及可通往建於或擬建於「該地段」上的任何毗連或毗鄰私人住宅單位。至於何謂使一個單位內部連結及可通往任何毗連或毗鄰私人住宅單位的工程，「署長」的決定為最終決定，並對「承租人」具約束力。

**26. Clause No. 5.3 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 authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purposes 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 respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under 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.

**27. 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 private 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 private 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 private residential flat shall be final and binding on the Lessee.

註：請查閱「該租契」全文以了解上述條款及「該租契」中其他條款的全部詳情。「該租契」的全文可於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: 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. 「政府屋宇」

##### (i) 批地文件的有關條文

「該租契」(見批地文件摘要內的定義) 條款第3.22(a)至(e)及(h)至(j)條訂明：

- (a) 除「該租契」條款第3.22條(b)款及(c)款另有規定外，「承租人」須自費及以在各方面均令「署長」滿意及良好的工作方式，在「該地段」興建、建造、提供及保養政府、機構或社區設施，包括
  - (i) 一間按《安老院條例》及其下的規例及任何修訂或取代法例定義的安老院舍暨長者日間護理單位(下統稱「安老院舍暨長者日間護理單位」)；
  - (ii) 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(下稱「道路交通條例」)獲發牌的私家小巴(備車尾升降台)並專門服務「安老院舍暨長者日間護理單位」的停車位，除非另行獲得「署長」的書面同意，此停車位的尺寸須為3.0米寬及8.0米長而樓底高度最少須為3.3米；及
  - (iii) 一個供根據「道路交通條例」獲發牌的私家小巴、救護車及其他汽車作上落客用途並專門服務「安老院舍暨長者日間護理單位」的停車位。該停車位須可方便地到達並鄰近「安老院舍暨長者日間護理單位」的出入口，除非另行獲得「署長」的書面同意，此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

(上述屋宇(包括根據「該租契」條款第3.22條(b)款及(c)款對該屋宇進行改建、變更、加建、擴展或改善工程的部分)連同「署長」以其絕對酌情權決定的任何其他專屬於該屋宇的地方、設施、服務和裝置(其決定為最終決定並對「承租人」具約束力)，下統稱「政府屋宇」)。

就「該租契」條款第3.22條(a)款而言，何謂「安老院舍暨長者日間護理單位」將由社會福利署署長決定，其決定為最終決定並對「承租人」具約束力。就「該租契」而言，「私家小巴」及「汽車」應根據「道路交通條例」之定義。

- (b) 在整個「批租年期」(見批地文件摘要內的定義)內，「署長」以及依據《財政司司長法團條例》及其下的規例及任何修訂法例成立名為「財政司司長法團」的單一法團(下稱「財政司司長法團」；在文意許可的情況下，「財政司司長法團」一詞亦包括其繼承人及受讓人)在根據「該租契」條款第3.22條(d)款獲轉讓「政府屋宇」後(為施行「該租契」條款第3.22條(b)款，「財政司司長法團」不包括其受讓人)，可全權並在未經「承租人」贊同或認可的情況下：
  - (i) 改變或更改「政府屋宇」或其任何部分的用途；
  - (ii) 更改「政府屋宇」或其任何部分的總樓面面積；及
  - (iii) 進行建築工程，包括但不限於「署長」認為為行使「該租契」條款第3.22條(b)(i)款及(b)(ii)款賦予的權力而須進行的改建、變更、加建、擴展或改善工程，不論有關工程是否需要工具、裝備、機械及機器進行。

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

#### 1. Government Accommodation

##### (i) Relevant Provisions of the Land Grant

Clause No. 3.22 (a)-(e) and (h)-(j) of the Lease (as defined in the Summary of Land Grant) stipulates that:

- (a) Subject to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease, the Lessee shall at its own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain on the Lot in a good workmanlike manner government, institution and community facilities comprising:
  - (i) one residential care home (as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation) for the elderly cum day care unit (hereinafter collectively referred to as "RCHE cum DCU");
  - (ii) one space for the parking of private light bus with tail-lift licenced under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and serving exclusively the RCHE cum DCU and such spaces shall, unless the Director otherwise consents in writing, have a dimension of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
  - (iii) one loading and unloading bay for the loading and unloading of private light buses, ambulances and other motor vehicles licenced under the Road Traffic Ordinance and serving exclusively the RCHE cum DCU. The loading and unloading bay so provided shall be accessible conveniently and close to the entrance of the RCHE cum DCU and 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

(which accommodation (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to sub-clauses (b) and (c) of Clause No. 3.22 of the Lease) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Lessee) is hereinafter collectively referred to as the "Government Accommodation").

For the purpose of sub-clause (a) of Clause No. 3.22 of the Lease, the decision of the Director of Social Welfare as to what constitutes a RCHE cum DCU shall be final and binding on the Lessee. For the purposes of the Lease, "private light bus" and "motor vehicle" shall be as defined in the Road Traffic Ordinance.

- (b) Throughout the Lease Term (as defined in the Summary of Land Grant) the Director and, in addition, upon assignment of the Government Accommodation to The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "FSI" which expression shall if the context permits include its successors and assigns) pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, FSI (which for the purposes of sub-clause (b) of Clause No. 3.22 of the Lease shall not include its assigns) shall have the absolute right without the concurrence or approval of the Lessee:
  - (i) to alter or vary the use of the Government Accommodation or any part thereof;
  - (ii) to vary the gross floor area of the Government Accommodation or any part thereof; and
  - (iii) to carry out such building works including but not limited to alterations, variations, additions, extensions or improvements as may be considered necessary by the Director with or without tools, equipment, plant and machinery to effect the right conferred under sub-clauses (b)(i) and (b)(ii) of Clause No. 3.22 of the Lease

及現同意及聲明政府、「署長」及「財政司司長法團」不會就因「署長」或「財政司司長法團」行使「該租契」條款第3.22條(b)款賦予的權力所引起或附帶引起而對「承租人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「承租人」亦不得就任何損失、損害、滋擾或干擾向政府、「署長」或「財政司司長法團」提出任何索償。

- (c) 除「該租契」條款第3.22條(b)款另有規定外，「承租人」根據「該租契」條款第3.22條(d)款將「政府屋宇」或其任何部分轉讓予「財政司司長法團」前，除非事先得到「署長」書面同意，否則「承租人」不可改變或更改「政府屋宇」或其任何部分的用途或更改「政府屋宇」或其任何部分的總樓面面積。
- (d) 「承租人」須應「署長」的要求，在「政府屋宇」無產權負擔或受限於現有租約或許可或兩者(如有)的情況下，按「署長」指定的條款及條件，自費將「該租契」條款第3.22條(e)款的不分割份數或其任何部分，連同空置管有權及獨有使用、佔用和享用「政府屋宇」或其任何部分的權利，轉讓予「財政司司長法團」而不收取任何費用。
- (e) 有關按「該租契」條款第3.22條(d)款轉讓予「財政司司長法團」的屬整個「該地段」的不分割份數數目，將由「署長」按照「政府屋宇」的總樓面面積佔所有已建或擬建於「該地段」的建築物的總樓面面積而訂定，「署長」這方面訂定的數目為最終決定並對「承租人」具約束力。
- (h) 「署長」在「政府屋宇」根據「該租契」條款第3.22條(d)款轉讓之前的任何時間內，有權要求而「承租人」須按要求及按「署長」認為合適的條款及條件將「政府屋宇」或其任何部分的空置管有權交予政府供其獨有使用、佔用和運用。
- (i) (i) 受限於「財政司司長法團」根據「該租契」條款第3.23(a)(ix)(l)條所指的任何分擔，「承租人」須在整個「批租年期」內自費，並以各方面均令「署長」滿意的的方式保養下列項目(下稱「雜項」)：
  - (l) 非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；
  - (ll) 供「該地段」內「政府屋宇」及發展項目其餘部分使用的所有升降機、自動扶梯和樓梯；
  - (lll) 構成供「該地段」內「政府屋宇」及發展項目其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；及
  - (lV) 供「政府屋宇」及「該地段」發展項目其餘部分使用的一切其他公用部分與設施。

AND IT IS HEREBY AGREED AND DECLARED THAT the Government, the Director and FSI shall have no liability for and no claim whatsoever shall be made against the Government, the Director or FSI in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise by the Director or FSI of the right conferred under sub-clause (b) of Clause No. 3.22 of the Lease.

- (c) Subject to sub-clause (b) of Clause No. 3.22 of the Lease, prior to the Lessee's assignment of the Government Accommodation or any part thereof to FSI pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee may not, except with the prior written consent of the Director, alter or vary the use of the Government Accommodation or any part thereof or vary the gross floor area of the Government Accommodation or any part thereof.
- (d) The Lessee shall when called upon so to do by the Director assign to FSI, free of costs, at the expense of the Lessee, with vacant possession, free from encumbrances or subject to existing tenancies or licences or both (if any) and on such terms and conditions as may be specified by the Director, the undivided shares specified in sub-clause (e) of Clause No. 3.22 of the Lease or any part thereof together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or such part thereof.
- (e) The number of undivided shares in the whole of the Lot to be assigned to FSI in accordance with sub-clause (d) of Clause No. 3.22 of the Lease shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the Lot. The determination of the Director in this respect shall be final and binding on the Lessee.
- (h) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to sub-clause (d) of Clause No. 3.22 of the Lease, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director and the Lessee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.
- (i) (i) The Lessee shall throughout the Lease Term at its own expense but subject to any contribution by FSI as referred to in Clause No. 3.23(a)(ix)(l) of the Lease and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
  - (l) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation;
  - (ll) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the Lot;
  - (lll) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the Lot; and
  - (lV) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.



- (ii) 「承租人」須就因未能保養「雜項」，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟，對政府及「財政司司長法團」作出彌償，並使其持續得到彌償。
- (iii) 僅就「該租契」條款第3.22條(i)款而言，「承租人」一詞不包括「財政司司長法團」。
- (iv) 就「該租契」條款第3.22條(i)款而言，若「政府屋宇」的興建及/或位置獨立於任何其他建築物、構築物或架設物，「政府屋宇」須被視為獨立式。
- (v) 倘若「承租人」及「財政司司長法團」沒法達成共識，「署長」就有關「政府屋宇」是否屬獨立式的決定為最終決定，並對「承租人」及「財政司司長法團」具約束力。
- (j) 儘管「該租契」條款第3.22條(d)款另有規定，「承租人」須應「署長」的要求，按「署長」決定的其他條款及條件，將「政府屋宇」或其任何部分分租予「財政司司長法團」或「署長」不時指定的其他人士，並收取名義租金。

**「該租契」條款第3.23(a)(ix)條訂明：**

- (ix) 「公契」須按「署長」批准或要求以指定形式及包括指定條款，其中特別包括以下條款：
  - (i) (A) 「財政司司長法團」作為「政府屋宇」的業主須負責其保養及管理事宜，但無須負責保養及管理「該地段」上發展項目的其餘部分；
  - (B) 「財政司司長法團」作為「政府屋宇」的業主須就實際供「政府屋宇」使用或由該處的佔用人、其受僱人、承辦商、代理人或訪客使用的設施或服務支付管理及保養費。然而，「財政司司長法團」的責任將由政府產業署署長或「署長」就此提名的其他人士釐定，且於任何情況下均不得超過根據「政府屋宇」所佔總樓面面積與已建或擬建於「該地段」上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由「政府屋宇」或其相關部分轉讓契據的日期起計。此外，除非及直至政府產業署署長或「署長」就此提名的其他人士已經以書面批准有關管理及保養費金額，「財政司司長法團」將無須對管理及保養費承擔繳付責任；
  - (C) 「財政司司長法團」作為「政府屋宇」的業主毋須就發展項目任何其他部分(不論是否「公用地方」或其他)攤付任何管理及保養費，亦毋須就政府產業署署長或「署長」就此委託的人士認為並非直接服務或以其他方式惠及「政府屋宇」的任何設施或服務的提供攤付任何管理及保養費；

- (ii) The Lessee shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Lessee to maintain the Items.
- (iii) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease only, the expression "Lessee" shall exclude FSI.
- (iv) For the purpose of sub-clause (i) of Clause No. 3.22 of the Lease, a Government Accommodation shall be deemed to be free standing if the same is erected and/or standing independently from any other buildings, structures or erections.
- (v) In case no consensus is reached between the Lessee and FSI, the decision of the Director as to whether a Government Accommodation is free standing shall be conclusive and binding on the Lessee and FSI.
- (j) Notwithstanding sub-clause (d) of Clause No. 3.22 of the Lease, the Lessee shall when called upon by the Director so to do underlet the Government Accommodation or any part thereof at nominal rent to FSI or such other person or persons as the Director may nominate from time to time and on such other terms and conditions as may be determined by the Director.

**Clause No. 3.23 (a)(ix) of the Lease stipulates that:**

- (ix) the DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:
  - (i) (A) FSI as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the Lot;
  - (B) FSI as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors Provided however that the liability of FSI shall be as determined by the Government Property Administrator or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Lot and shall only commence from the date of the Assignment of the Government Accommodation or the relevant part(s) thereof and Provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose; and
  - (C) FSI as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether the Common Areas or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation;

- (II) 「財政司司長法團」無須繳付以下費用：
- (A) 管理費按金；
  - (B) 資本設備基金，事前經由政府產業署署長或「署長」就此提名的其他人士批准而確實服務「政府屋宇」或由該處佔用人、其受僱人、承辦商、代理人或訪客使用的設施及服務相關的資本償還除外；
  - (C) 「政府屋宇」相關的保險保費；
  - (D) 清理廢料費用；
  - (E) 逾期未繳管理及保養費的罰款；或同類付款；
- (III) 「財政司司長法團」、其承租人、租戶、獲許可人、獲其授權的人士及「政府屋宇」現任業主及佔用人擁有下列權利、特權及地役權的權益：
- (A) 「政府屋宇」享有庇護、支撐物及保護的權利；
  - (B) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於「批租年期」內於「該地段」的任何部分及「該地段」上的發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；
  - (C) 於任何時候以其絕對酌情權，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而毋須向「承租人」支付任何費用。但是，在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對「該地段」內或屬於「該地段」或其任何部分並非專為「政府屋宇」而設的該等服務及設施造成損壞；
  - (D) 為正確地使用及享用「政府屋宇」或其任何部分為目的而通行及再通行、進出、往返及使用「公用地方」，以及使用和享用「該地段」或其任何部分內或「該地段」上發展項目的任何公用設施的權利；
  - (E) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入「該地段」或「該地段」上發展項目的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、加建及改建工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、改建、改道、更改、重鋪及還原工程；
  - (F) 遵照「署長」要求，享有暢通無阻進出「政府屋宇」的通行權；
  - (G) 「財政司司長法團」認為合適下，在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該地段」或其任何部分或「該地段」上的發展項目任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；

- (II) FSI shall not be liable for any payment of :
- (A) management deposits;
  - (B) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director for this purpose, in respect of the facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors;
  - (C) insurance premium in respect of the Government Accommodation;
  - (D) debris removal fee;
  - (E) penalty charges on late payment of management and maintenance charges; or payment of a like nature;
- (III) FSI, its lessees, tenants, licensees and persons authorized by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements:
- (A) the right of shelter support and protection for the Government Accommodation;
  - (B) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Lease Term laid on or running through any part of the Lot and any part of the development on the Lot;
  - (C) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Lessee Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Government Accommodation;
  - (D) the right to go pass and repass over and along and to use the Common Areas and to use and receive the benefit of any common facilities within the Lot or any part thereof or the development thereon in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
  - (E) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the development on the Lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
  - (F) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
  - (G) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Lot or any part thereof or any part of the development thereon with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (H) 固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他裝備、設施、裝置、固定裝置、附屬工程、機械及物料的通行權；
- (I) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用附加服務的權利，及「該地段」或「該地段」上的發展項目任何部分的相關通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料；及
- (J) 「署長」視為必要或恰當的其他權利、特權及地役權。

#### (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」第一節第1條，以下用詞各自的定義如下：

**「屋苑公用地方與設施」**指提供「屋苑」整體而非其中任何個別部分公用與共享的「該土地」及「屋苑」的地方、系統、裝置與設施，包括但不限於…「雜項」…，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」所夾附的圖則以橙色、橙色間黑十字線及橙色間黑色交叉顯示（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…；

**「財政司司長法團」**指依據《財政司司長法團條例》（香港法例第1015章）成立名為「財政司司長法團」的單一法團，「公契」中「財政司司長法團」一詞指「財政司司長法團」作為「政府屋宇」之「業主」，若文意許可的情況下，「政府屋宇」之「業主」亦包括「財政司司長法團」之繼承人及受讓人；

**「政府產業署署長」**指香港九龍油麻地海庭道11號西九龍政府合署南座9樓政府產業署之政府產業署署長；並包括其繼承人及在任何時候及不時接管及/或替換及/或承擔及/或行使政府產業署署長的全部或部分職能或職責的任何其他官員或政府部門或任何政府或行政機關（不論其擔任任何職銜或職位）；

- (H) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (I) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the development on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (J) such other rights privileges and easements as may be deemed necessary or desirable by the Director.

#### (ii) 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 1 of Section I of the DMC, the following terms shall have the respective definitions as stated below:

**“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, ... the Items ... and such other areas and any other systems, devices and facilities provided or installed in the Estate and intended to serve the Estate as a whole and not just any particular part thereof which, for the purpose of identification only, are shown coloured orange, orange cross hatched black and orange with black cross (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC...;

**“F.S.I.”** shall mean The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015 of the Laws of Hong Kong) and the expression “F.S.I.” in the DMC shall mean The Financial Secretary Incorporated in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of The Financial Secretary Incorporated as the Owner of the Government Accommodation;

**“G.P.A.”** shall mean the Government Property Administrator of the Government Property Agency of 9/F., South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;



「政府屋宇」指政府、機構及社區設施包含現已或將會按照「該租契」第3.22(a)條於「該土地」及「屋苑」內提供及興建的自動讀錶設備室(構成「停車場」或「住宅大廈公用地方與設施」之部分除外並不包括位於該設備室內的自動讀錶外站)、「服務安老院舍暨長者日間護理單位的小巴停車位」、「服務安老院舍暨長者日間護理單位的上落客貨停車位」、「安老院舍暨長者日間護理單位」(包括該處按照「該租契」條款第3.22(b)條及第3.22(c)條的規定進行的改動、改建、加建、擴建或改善工程，以及「署長」以其絕對酌情權決定(其決定為最終決定及對所有「業主」具約束力)為該處專用的任何其他地方、設施、服務及裝置)的該等「屋苑」部分。於簽訂「公契」當日，該等「政府屋宇」於「公契」所夾附並經「認可人士」核實為準確的地下三層平面圖、地下二層平面圖、地下一層平面圖、地下平面圖、平台一層平面圖及平台二層平面圖以靛藍色顯示，以資識別；

「雜項」指「該租契」條款第3.22(i)(i)條中定義的「雜項」，包括(i)非獨立式的「政府屋宇」之外部飾面，及所有牆、支柱、橫樑、天花板、天台樓板、行車道或樓板及任何其他「政府屋宇」的、以內、周圍、內部、上方及以下的其他結構性元素；(ii)供「該地段」內「政府屋宇」及「屋苑」的其餘部分使用的所有升降機、自動扶梯和樓梯；(iii)構成供「該地段」內「政府屋宇」及「屋苑」的其餘部分使用的系統其中一部分之所有屋宇裝備裝置、機械及設備(包括但不限於可攜式及不可攜式消防裝置與設備)；及(iv)供「政府屋宇」及「該地段」的「屋苑」的其餘部分使用的一切其他公用部分與設施；

「服務安老院舍暨長者日間護理單位的小巴停車位」指一個位於「該土地」內根據「該租契」條款第3.22(a)(ii)條提供予「政府屋宇」供停泊私家小巴連車尾升降台並專門服務「安老院舍暨長者日間護理單位」的停車位，該等停車位現於「公契」所夾附並經「認可人士」核實為準確的地下三層平面圖以靛藍色及“LIGHT BUS”顯示，以資識別，及為免生疑，「服務安老院舍暨長者日間護理單位的小巴停車位」構成「政府屋宇」一部分，並不構成「停車場」或「停車位」的一部分；

「服務安老院舍暨長者日間護理單位的上落客貨停車位」指一個位於「該土地」內根據「該租契」條款第3.22(a)(iii)條提供予「政府屋宇」供私家小巴、救護車及其他汽車上落客並專門服務「安老院舍暨長者日間護理單位」的上落客貨停車位，該車位現於「公契」所夾附並經「認可人士」核實為準確的地下三層平面圖以靛藍色及“LOADING AND UNLOADING BAY”顯示，以資識別，及為免生疑，「服務安老院舍暨長者日間護理單位的上落客貨停車位」構成「政府屋宇」一部分，並不構成「停車場」或「停車位」的一部分；

「安老院舍暨長者日間護理單位」或「RCHE暨DCU」指「該租契」條款第3.22(a)(i)條所指的按《安老院條例》及其下的規例及任何修訂或取代法例所定義的安老院舍暨長者日間護理單位心，並構成「政府屋宇」的一部分；

- ii. 根據「公契」第四節第16(a)條，「政府屋宇」的「業主」須負責管理和保養「政府屋宇」。

“Government Accommodation” shall mean such government, institution and community facilities comprising the automatic meter reading equipment room (other than those forming part of the Car Park and the Residential Block Common Areas and Facilities and excluding the AMR Outstation(s) located within such rooms), the Light Bus Space Serving the RCHE cum DCU, the Loading and Unloading Bay Serving the RCHE cum DCU and the RCHE cum DCU provided or constructed or to be provided or constructed within the said land and the Estate in accordance with Clause 3.22(a) of the said lease (including such alterations, variations, additions, extensions or improvements thereto carried out pursuant to Clauses 3.22(b) and 3.22(c) of the said lease and together with any other areas, facilities, services and installations exclusive thereto from time to time as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners)). Such Government Accommodation, for the purpose of identification only, are shown as at the date of the DMC coloured INDIGO on the LOWER GROUND THIRD FLOOR PLAN, LOWER GROUND SECOND FLOOR PLAN, LOWER GROUND FIRST FLOOR PLAN, GROUND FLOOR PLAN, PODIUM LEVEL 1 FLOOR PLAN and PODIUM LEVEL 2 FLOOR PLAN annexed to the DMC, the accuracy of such plans has been certified by the Authorized Person;

“Items” shall mean the Items as defined in Clause 3.22(i)(i) of the Lease which shall include (i) the external finishes of the Government Accommodation which is not free standing and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below such Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate; and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate;

“Light Bus Space Serving the RCHE cum DCU” shall mean the space situated on the said land for the parking of private light bus with tail-lift as provided in accordance with Clause 3.22(a)(ii) of the said lease for the Government Accommodation and exclusively serving the RCHE cum DCU, and which space, for the purpose of identification only, is shown coloured INDIGO and marked “LIGHT BUS” on the LOWER GROUND THIRD FLOOR PLAN annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person and for the avoidance of doubt, the Light Bus Space Serving the RCHE cum DCU forms part of the Government Accommodation and does not form part of the Car Park or the Parking Spaces;

“Loading and Unloading Bay Serving the RCHE cum DCU” shall mean the loading and unloading bay situated on the said land for the loading and unloading of private light buses, ambulances and other motor vehicles as provided in accordance with Clause 3.22(a)(iii) of the said lease for the Government Accommodation and exclusively serving the RCHE cum DCU, and which space, for the purpose of identification only, is shown coloured INDIGO and marked “LOADING AND UNLOADING BAY” on the LOWER GROUND THIRD FLOOR PLAN annexed to the DMC, the accuracy of such plan has been certified by the Authorized Person and for the avoidance of doubt, the Loading and Unloading Bay Serving the RCHE cum DCU forms part of the Government Accommodation and does not form part of the Car Park or the Parking Spaces;

“Residential Care Home for the Elderly cum Day Care Unit” or “RCHE cum DCU” shall mean the Residential Care Home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amendment or replacing legislation cum Day Care Unit provided in accordance with Clause 3.22(a)(i) of the said lease, and which forms part of the Government Accommodation;

- ii. Pursuant to Clause 16(a) of Section IV of the DMC, the Government Accommodation shall be managed and maintained by the Owner of the Government Accommodation.



- iii. 根據「公契」第四節第16(b)條，儘管「公契」第四節第16(a)條有所規定，當「政府屋宇」的「業主」提出要求時，「經理人」將負責保養專為「政府屋宇」而設的裝備、設施與裝置，而「政府屋宇」的「業主」將償還「經理人」由於執行此等保養工程而引致的費用，條件是「經理人」首先須向「政府屋宇」的「業主」提交費用預算連同佐證文件和「政府屋宇」的「業主」認為必需的任何其他有關資料，經「政府屋宇」的「業主」書面批准該預計開支及「經理人」將進行的保養工程後，「經理人」才能開始上述保養工程。但須以下列條件作為前提：「經理人」就執行「公契」第四節16(b)條的職責所引致的費用及開支必須與「管理開支」分開，並且不得影響由其他「業主」支付的包括「經理人」酬金的「管理開支」。
- iv. 根據「公契」第四節第17條，「雜項」須由「經理人」管理及保養。所有「業主」（作為「政府屋宇」的「業主」的「財政司司長法團」除外）須就「經理人」未能管理及保養「雜項」，而不論直接或間接所引起或與之有關或造成的一切責任、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），向「財政司司長法團」及「政府」作出彌償，並使其持續得到彌償。
- v. 根據「公契」第四節第20條第(aq)項，「經理人」具有權力、職能與責任管理及保養「雜項」讓其處於運作良好和修繕妥當的狀態。
- vi. 根據「公契」第六節第38(d)條，儘管「公契」第四節第38條(a)款有所規定，在將「政府屋宇」（或其相關部分）轉讓給「財政司司長法團」的日期（包括轉讓該日），「財政司司長法團」須繳付由「政府產業署署長」或其他由地政總署署長為此目的委託的人士，根據有關實際服務於「政府屋宇」（或其相關部分）或由「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施和服務而決定的該等費用，但該應負責的費用不應超過「政府屋宇」（或其相關部分）「管理份數」的數目分攤「屋苑」管理份數的總數目應佔的比例，並須以下列條件作為前提：除非和直至上述款額已經首先獲得「政府產業署署長」或其委託人或其他由地政總署署長為此目的而委託的人士書面批准，否則「財政司司長法團」沒有責任繳付任何費用。為免生疑問，「公契」中的任何規定並沒有影響「公契」第六節第48(b)條。
- vii. 根據「公契」第六節第48(a)條，儘管「公契」另有相反規定，「財政司司長法團」作為「政府屋宇」的「業主」不須繳付以下費用：
  - (i) 「公契」第六節第35(a)條所指的管理費按金；
  - (ii) 「公契」第六節第35(b)條所指定的「特別基金」及資本設備基金（如有）之供款，除了資本開支的償還，其款項須於相關付款責任產生前首先獲得「政府產業署署長」或其委託人或其他由地政總署署長為此目的而委託的人士書面批准，並與實際服務「政府屋宇」或與「政府屋宇」的佔用人、其受僱人、承辦商、代理人或訪客使用的設施和服務及「雜項」有關；但該應負責的費用不應超過「政府屋宇」管理份數的數目分攤整個「屋苑管理份數」的總數目的應佔比例及為免生疑，「財政司司長法團」只須在轉讓「政府屋宇」予「財政司司長法團」的日期後繳付任何於本第(ii)分條下的供款或款項；

- iii. Pursuant to Clause 16(b) of Section IV of the DMC, notwithstanding Clause 16(a) of Section IV of the DMC above, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation, provided that the Owner of the Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance, on condition that the maintenance shall not be carried out unless and until the Manager shall have submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation shall have approved in writing the estimated costs and the maintenance work to be carried out by the Manager, and PROVIDED ALWAYS THAT the costs and expenses incurred by the Manager in carrying out the duties under Clause 16(b) of Section IV of the DMC shall be separated from the Management Expenses and shall not affect the Management Expenses including the Manager's remuneration payable by the other Owners.
- iv. Pursuant to Clause 17 of Section IV of the DMC, the Items shall be managed and maintained by the Manager. All Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified F.S.I. and the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with or as a consequence of the failure of the Manager to manage and maintain the Items.
- v. Pursuant to Clause 20(aq) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to manage and maintain, in good repair and condition, the Items.
- vi. Pursuant to Clause 38(d) of Section VI of the DMC, notwithstanding the provisions of sub-clause (a) of Clause 38 of Section VI of the DMC, as from and including the date of assignment of the Government Accommodation (or the relevant part(s) thereof) to F.S.I., F.S.I. shall be liable for payment of the sum as shall be PROVIDED THAT the sum shall be as determined by the G.P.A. or such other person nominated by the Director of Lands for this purpose in respect of the areas, facilities and services and the Items which actually and directly serve or benefit the Government Accommodation (or the relevant part(s) thereof) or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation (or the relevant part(s) thereof) bears to the total number of Management Shares of the Estate PROVIDED FURTHER THAT F.S.I. shall incur no liability for payment of any sum unless and until the amount of the same shall have first been approved in writing by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose. For the avoidance of doubt, nothing in the DMC shall prejudice Clause 48(b) of Section VI of the DMC.
- vii. Pursuant to Clause 48(a) of Section VI of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:
  - (i) management fee deposits referred to in Clause 35(a) of Section VI of the DMC;
  - (ii) contribution to the Special Fund referred to in Clause 35(b) of Section VI of the DMC and capital equipment fund (if any) except for the reimbursement of capital expenditure, as shall first be determined and approved by G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred, in respect of the areas, facilities and services and the Items which actually and directly serve the Government Accommodation or are used by the occupier thereof, its servants, contractors, agents or visitors but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate and for the avoidance of doubt, any contribution or payment under this sub-clause (ii) shall only be payable from the date of the assignment of the Government Accommodation to F.S.I.;

- (iii) 「政府屋宇」相關的保險保費；
- (iv) 清理廢料費用；
- (v) 逾期或拖欠管理費和維修費用的利息、罰款及催收費用的等；或同類付款。
- viii. 根據「公契」第六節第48(b)條，為免生疑問，除「該租契」條款第3.23(a)(ix)(l)條另有規定，「財政司司長法團」作為「政府屋宇」的「業主」無須對「該土地」及「屋苑」其餘部分任何管理及維修費用負責，尤其無須對「屋苑」的「公用地方與設施」及「雜項」任何情況下引致的任何管理及維修費用負責。「財政司司長法團」作為「政府屋宇」的「業主」亦獲豁免不需遵守任何裝修規則(如有)及聘用任何「房委會」(作為首位業主)或「經理人」所指定之保養維修或服務承建商。
- ix. 根據「公契」第七節第53(a)(1)條第(xx)項，年度預算案的第一部分第一分項應包括「雜項」之管理、保養及維修開支。
- x. 根據「公契」第七節第62(a)條，儘管「公契」另有相反規定，有關「該土地」及「屋苑」任何其他部分(無論是否屬於「公用地方與設施」或「雜項」或其他地方)的任何管理和維修或提供設施或服務的費用，倘若「政府產業署署長」或地政總署署長為此目的而委託的其他人士認為該等部分、設施或服務並非直接供「政府屋宇」使用或直接令「政府屋宇」受惠，作為「政府屋宇」的「業主」的「財政司司長法團」便沒有責任作任何分擔；此外，「政府屋宇」的「業主」須對「該土地」及「屋苑」的任何其他部分(不論是「公用地方與設施」或「雜項」或其它)的任何管理及保養費用承擔繳付的責任，除非及直至「政府屋宇」的「業主」，或「政府產業署署長」或其代名人或地政總署署長就此提名的人士(倘若「政府屋宇」的「業主」為「財政司司長法團」)事先書面批准該金額，惟「政府屋宇」的「業主」應負責的費用不應超過「政府屋宇」管理份數的數目分攤整個「屋苑管理份數」的總數目的應佔比例。
- xi. 根據「公契」第十一節第99條，儘管「公契」條款另有相反規定，「公契」條款不得禁止、防止、阻礙或影響成立或運作根據《安老院條例》(第459章)及其下的規例及任何修訂或替代法例定義之安老院(下稱「安老院」)及/或根據《殘疾人士院舍條例》(第613章)及其下的規例及任何修訂或替代法例定義之殘疾人士院舍(下稱「殘疾人士院舍」)，或「該土地」或其任何部分或任何已建或擬建於「該土地」上的建築物或其任何部分作「安老院」及/或「殘疾人士院舍」用途。
- xii. 根據「公契」第二附錄A部分第1(g)條，持有「該土地」及「屋苑」每份「不分割份數」之任何「業主」享有權利於所有合理時間，當事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，不論是否連同工人及不論是否備有裝備、設備、及物料(視乎情況而定)進入「政府屋宇」或其任何部分並須盡量減低滋擾，或當事先得到「停車場」的批准(在簽立「停車場」之任何「副公契」之前)進入「停車場」或其任何部分(除了在緊急情況下)，以對其「單位」進行任何保養及維修工程(「經理人」於「公契」下無須負責該等工程，及如無此進入權該等工程實際上不能進行)。惟該「業主」須對因此導致「政府屋宇」或「停車場」(視乎情況而定)之任何損壞而產生之費用及開支負責。
- (iii) insurance premium in respect of the Government Accommodation;
- (iv) debris removal fee;
- (v) interest, penalty, collection charges, etc. on late or default in payment of management fees and maintenance charges; or payment of a like nature.
- viii. Pursuant to Clause 48(b) of Section VI of the DMC, for the avoidance of doubt, save and except as provided under Clause 3.23(a)(ix)(l) of the Lease, F.S.I. as the Owner of the Government Accommodation shall not be liable to contribute towards any management and maintenance charges in respect of the remainder of the said land and the Estate and, in particular, shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities of the Estate and the Items. F.S.I. as the Owner of the Government Accommodation is also further exempted from any fitting out regulations (if any) and using any maintenance or service contractors nominated by the Authority (as first owner) or the Manager.
- ix. Pursuant to Clause 53(a)(1)(xx) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the expenses for management, maintenance and repair of the Items.
- x. Pursuant to Clause 62(a) of Section VII of the DMC, notwithstanding anything to the contrary contained in the DMC, F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the said land and the Estate (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or the person nominated by the Director of Lands for this purpose, actually and directly serve or otherwise directly benefit the Government Accommodation, and the Owner of the Government Accommodation shall incur no liability for payment of any management and maintenance charges for any other part of the said land and the Estate (whether Common Areas and Facilities or the Items or otherwise) payable by it under the terms of the DMC, unless and until the amount of the same shall have first been approved in writing by the Owner of the Government Accommodation or, where the Owner of the Government Accommodation is F.S.I., by the G.P.A. or its nominee or such other person nominated by the Director of Lands for this purpose PROVIDED THAT such liability of the Owner of the Government Accommodation shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Estate.
- xi. Pursuant to Clause 99 of Section XI of the DMC, notwithstanding any other provisions to the contrary contained in the DMC, no provision in the DMC shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE") and/or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD"), or the use of the said land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE and/or RCHD.
- xii. Pursuant to Clause 1(g) in Part A of the Second Schedule to the DMC, each of the Undivided Shares of and in the said land and the Estate is held subject to the right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times (as the case may be) upon prior approval of F.S.I. or G.P.A. or its nominee (except in the case of emergency) to enter upon the Government Accommodation or any part thereof with least disturbance being caused to it, or upon prior approval of the Owner of the Car Park (prior to the execution of any Sub-Deed of the Car Park), to enter upon the Car Park or any part thereof (except in the case of emergency) for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under the DMC and which cannot practically be carried out without such access) PROVIDED THAT such Owner shall be liable for all costs and expenses incurred for any damage caused to such Government Accommodation or the Car Park thereby (as the case may be).



xiii. 根據「公契」附表二A部第4條：

- (a) 「公契」豁免並保留給「政府」、地政總署署長及在「政府屋宇」根據「該租契」條款第3.22(d)條轉讓予「財政司司長法團」(就「公契」附表二A部第4(a)條而言，不包括其受讓人)後，以其絕對酌情權及可無須經「房委會」、「業主」及「經理人」贊同或批准或同意行使「公契」附表二A部第4(a)條所載的權利，以其絕對酌情權於任何時候更改或修訂「政府屋宇」或其任何部分的使用及總樓面面積，以及有權不論是否備有工具、設備、機械及機器進行建築工程(包括但不限於地政總署署長認為有需要進行的改建、變更、加建、擴展或改善工程)。「政府」、地政總署署長及「財政司司長法團」為行使「公契」附表二A部第4條(a)款賦予的權力所引致或附帶引起並對「房委會」或任何「業主」或「經理人」造成或使其蒙受的任何損失、損害、滋擾或干擾負上任何責任，而「房委會」或任何「業主」或「經理人」亦不得就任何損失、損害、滋擾或干擾向「政府」、地政總署署長或「財政司司長法團」提出任何索償。
- (b) 除上述的權利及特權外，「財政司司長法團」、其承租人、租戶、獲許可人及獲其授權人士及「政府屋宇」現任業主或佔用人擁有下列權利、特權及地役權的權益：
  - (i) 「政府屋宇」於所有時間享有庇護、支撐物及保護的權利；
  - (ii) 讓氣體、電力、食水、污水、空調、電話及所有其他服務任何時候自由透過現時或於「批租年期」內於「該土地」任何部分及「屋苑」任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來「政府屋宇」的權利；
  - (iii) 於任何時候以其絕對酌情權，自費改動、改道、更改、重鋪或還原任何「政府屋宇」或其任何部分專用的服務與設施(下稱「政府屋宇服務」)的權利，而無須向「經理人」、「房委會」或「業主」支付任何費用，亦無須獲得「經理人」、「房委會」或「業主」任何批准或同意。惟在進行上述「政府屋宇服務」的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對「該土地」內或屬於「該土地」或其任何部分並非專為「政府屋宇」而設的該等服務及設施造成損壞；
  - (iv) 為正確地使用及享用「政府屋宇」的目的通行及再通行、進出、往返及使用「公用地方與設施」或其任何部分，以及使用和享用「該土地」或「屋苑」的任何公用設施的權利；
  - (v) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入「該土地」或「屋苑」的任何部分的權利，以便於「政府屋宇」或其任何部分擴建或進行保養、維修、改建及其他工程，以及進行「政府屋宇服務」或其任何部分的保養、維修、加建、改建、改道、更改、重鋪及還原工程及其他工程；

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

- (a) There is excepted and reserved unto the Government, the Director of Lands and, in addition, upon assignment of the Government Accommodation to F.S.I. pursuant to Clause 3.22(d) of the Lease, F.S.I. (which, for the purpose of Clause 4(a) in Part A of the Second Schedule to the DMC, shall not include its assigns) the absolute right to alter or vary, in their absolute discretion at any time, the use and the gross floor area of the Government Accommodation or any part thereof and to carry out such building works including, but not limited to, alterations, variations, additions, extensions or improvements as may be considered necessary by the Director of Lands, with or without tools, equipment, plant and machinery, to effect the right as aforesaid in sub-clause 4(a) in Part A of the Second Schedule to the DMC, without having to obtain the concurrence or approval or consent of the Authority, the Owners or the Manager. The Government, the Director of Lands and F.S.I. shall have no liability for and no claim whatsoever shall be made against the Government, the Director of Lands or F.S.I. in respect of any loss, damage, disturbance or nuisance whatsoever caused to or suffered by the Authority or any Owners or the Manager arising out of or incidental to the exercise by the Director of Lands or F.S.I. of the right referred to sub-clause (a) of Clause 4 in Part A of the Second Schedule to the DMC.
- (b) In addition to the above rights and privileges, F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner or occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:
  - (i) the right at all times of shelter, support and protection for the Government Accommodation;
  - (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the said term of years laid on or running through any part of the said land and any part of the Estate;
  - (iii) the right, at its own cost, to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time, at its absolute discretion, without any charge by the Manager, the Authority or the Owners and without having to obtain the approval or consent of the Manager, the Authority or the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the said land or any part thereof which are not serving exclusively the Government Accommodation;
  - (iv) the right to go, pass and repass over and along and to use the Common Areas and Facilities and to use and receive the benefit of any common facilities within the said land or any part thereof or the Estate in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;
  - (v) the right at all reasonable times, with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery, to enter upon the said land or any part of the Estate for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works or other works to the Government Accommodation Services or any part thereof;



- (vi) 享有地政總署署長可能要求暢通無阻進出「政府屋宇」的通行權；
  - (vii) 「財政司司長法團」認為合適下在「政府屋宇」或其任何部分內、周圍及邊界上的牆、支柱及其他結構組件安裝、建設、展示、陳列、保養、維修、拆卸和翻新招牌及廣告的專有權，及進入「該土地」或其任何部分或「屋苑」任何部分的通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢驗、安裝、建設、展示、陳列、保養、維修、拆卸和翻新此等招牌及廣告；
  - (viii) 固定於「政府屋宇」的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他裝備、設施、裝置、固定裝置、附屬工程，機械及物料的通行權；
  - (ix) 改變及運行「政府屋宇」或於「政府屋宇」內、周圍、其範圍內、其上及其下的牆、支柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及「該土地」或「屋苑」任何部分的相關通行權，不論是否連同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料；及
  - (x) 根據「該租契」條款第3.23(a)(ix)(III)(J)條，地政總署署長視為必要或恰當的其他權利、特權及地役權。
- (c) 任何根據「公契」附表二A部第4條行使的地役權、權利及特權不須受限於「經理人」、「房委會」或「業主」的任何准許、批准或同意。
- xiv. 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」有全權及特權在事先合理發出通知書（緊急情況除外）後，於所有合理時間單獨或聯同代理、測量師、工人及其他人士等進入「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「該土地」及「屋苑」以作為供「該土地」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」個人目的或享受的任何其他器具、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「公契」或「副公契」（如有）訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「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。及再且「經理人」根據「公契」第二附錄B部分第(a)條行使其進入權僅為保養及維修目標而進入「政府屋宇」或其任何部分時，「經理人」須事先得到「財政司司長法團」或「政府產業署署長」或其委託人的批准（除了在緊急情況下），並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。
- (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
  - (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the said land or any part thereof or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material, for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
  - (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
  - (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation, or any part thereof, on the walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the said land or any part of the Estate, with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
  - (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands as provided in Clause 3.23(a)(ix)(III)(J) of the said Lease.
- (c) Any exercise of the easements, rights and privileges under Clause 4 in Part A of the Second Schedule to the DMC shall not be subject to any permission, approval or consent of the Manager, the Authority or the Owners.
- xiv. 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 reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself), or any of the Common Areas and Facilities, or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein, or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment, or to abate any hazard or nuisance and, generally, for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-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 AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to this Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager shall first obtain the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.

## 2. 排水渠及渠道

### (i) 批地文件的有關條文

#### 「該租契」條款第4.9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20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讓其處於運作良好及修繕妥當的狀態：
  - (1) 現時或其後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備；
  - (2) 不論位於「該土地」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令地政總署署長滿意的排水渠和渠道。
- ii. 根據「公契」第四節第20條第(ay)項，「經理人」具有權力、職能與責任以令地政總署署長滿意的方式建造及保養「該租契」第4.9(a)條所指的排水渠及渠道。
- iii. 根據「公契」第四節第20條第(az)項，「經理人」具有權力、職能與責任以令地政總署署長滿意的方式維持、保養及維修「該租契」條款第5.3(a)條所指的所有及任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道（包括總水喉管）。

## 2. Drains and Channels

### (i) Relevant provisions of the land grant

#### Clause No. 4.9 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 or in connection with any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee at its own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Lessee at its own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

### (ii) Relevant Provisions of the 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 20(j)(1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:
  - (1) all water pumps, pumphouses, tanks, mains pipes, sewers, lavatories, drains water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.
  - (2) the drains and channels, whether within the boundaries of the said land or the land adjacent thereto or on Government land, which the Owners are required by the Lease to construct and maintain to the satisfaction of the Director of Lands.
- ii. Pursuant to Clause 20(ay) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to construct and maintain the drains and channels referred to in Clause 4.9(a) of the said lease, to the satisfaction of the Director of Lands.
- iii. Pursuant to Clause 20(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all and any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3(a) of the said lease, to the satisfaction of the Director of Lands.



- iv. 根據「公契」第七節第53(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」、「停車場」或「政府屋宇」而設者除外)，以及位於「該土地」內或外專為「該土地」及/或「屋苑」提供服務(專為「住宅大廈」、「停車場」或「政府屋宇」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。
- v. 根據「公契」第七節第53(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。
- vi. 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」有全權及特權在事先合理發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人士等進入「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「該土地」及「屋苑」以作為供「該土地」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他器具、設備或裝備之必要維修工程，或以消滅任何上述範圍內的危害或滋擾，以及概括而言為行使「公契」或「副公契」(如有)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「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。及再且「經理人」根據「公契」第二附錄B部分第(a)條行使其進入權僅為保養及維修目標而進入「政府屋宇」或其任何部分時，「經理人」須事先得得到「財政司司長法團」或「政府產業署署長」或其委託人的批准(除了在緊急情況下)，並且「經理人」須負責因該進入而引致「政府屋宇」遭受任何損壞的所有費用和支出。
- vii. 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其後任何時間可能位於相關「屋苑」業主擁有的「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」(不包括相關「屋苑」業主擁有的部分)的通行權。
- viii. 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」的部分出現缺陷的排水渠、排水口或連接至任何水廁設備或其他供水設備，及承擔上述排水渠、排水口及連接設備之失修所造成「屋苑」任何其他部分的損壞。
- iv. Pursuant to Clause 53(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, the Car Park or the Government Accommodation) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the said land serving the said land and/or the Estate (excluding those serving exclusively the Residential Block, the Car Park or the Government Accommodation), or that are required to be maintained under the said lease.
- v. Pursuant to Clause 53(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 and other structures constructed or to be constructed for the support of the Residential Block and the drains, nullahs, sewers, pipes, water mains and channels and such other areas serving exclusively the Residential Block.
- vi. 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 reasonable prior notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of carrying out necessary repairs to the building or any part or parts thereof (including the Unit itself), or any of the Common Areas and Facilities, or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein, or any other apparatus, equipment or services used or installed for the benefit of the said land and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment, or to abate any hazard or nuisance and, generally, for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-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 AND PROVIDED FURTHER THAT, in case of the Manager exercising its right of entry into the Government Accommodation or any part thereof pursuant to Clause (a) in Part B of the Second Schedule to the DMC, such entry shall be for maintenance and repair purposes only and the Manager shall first obtain the prior approval of F.S.I. or G.P.A. or its nominee for any such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation by such entry.
- vii. 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 the relevant Owner(s) of such part of the Estate) 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 the relevant Owner(s) of such part of the Estate or any part or parts thereof.
- viii. 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. 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、佔用人和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、佔用人和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A2(ii)段。

**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 authorized by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the Lot or any part thereof.
- (b) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them the right of free ingress, egress and regress to and from the Lot or any part thereof for the purposes 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 respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights by the lessees, tenants, occupiers or licensees of any adjoining or neighbouring land or premises or any other persons duly authorized by any of them under 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 A2(ii) above.

- C. 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地  
不適用
- D. 該項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分  
不適用

- C. Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development  
Not applicable.
- D. Any Part of the Land (on which the Development is Situated) that is Dedicated to the Public for the Purposes of Regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)  
Not applicable.

註：本章節「公共設施及公眾休憩用地的資料」中提及的「公契」條款摘錄自「公契」的最新擬稿。

Note: The provisions of the DMC set out under this Information on Public Facilities and Public Open Spaces are extracted from the latest draft DMC.

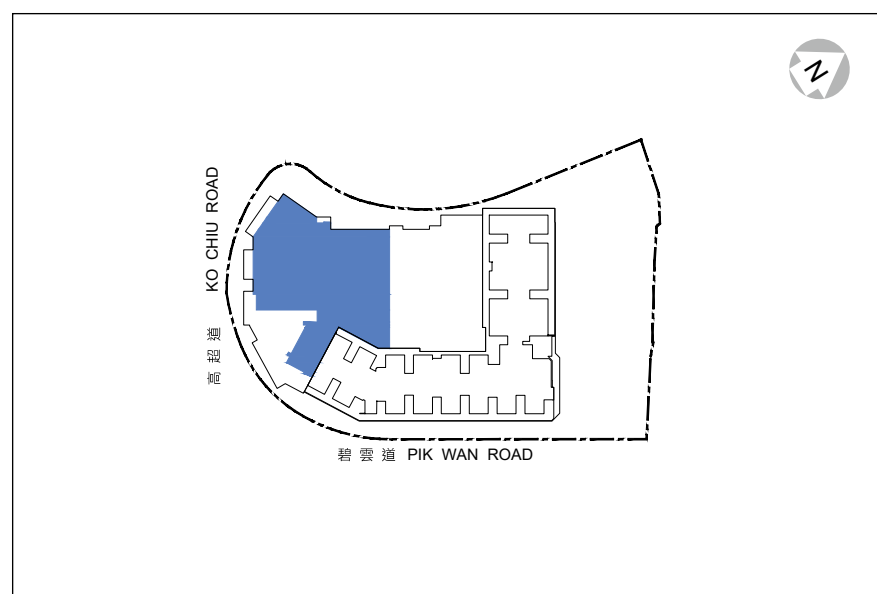
# 高曦苑「該租契」附圖(摘錄) Extract of Plan Annexed to the said Lease of Ko Hei Court



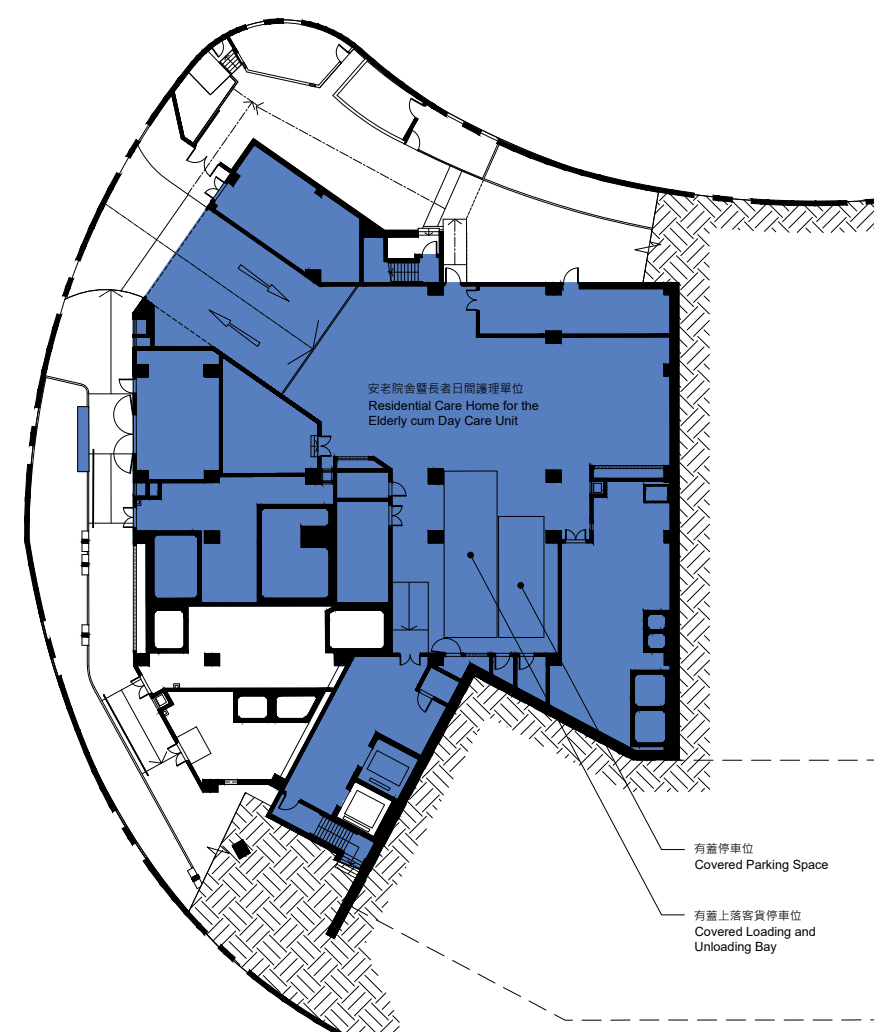


# 政府屋宇 - 安老院舍暨長者日間護理單位

## Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit

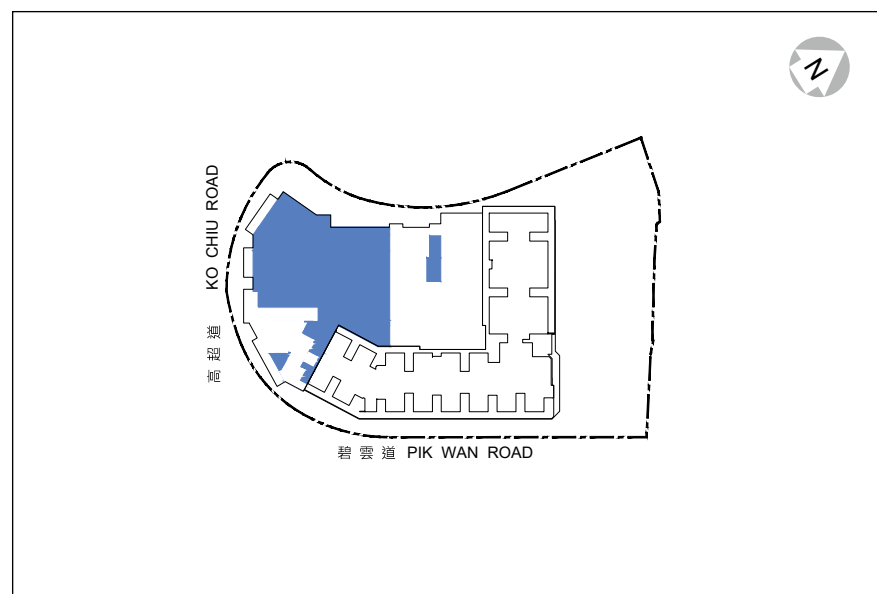


指示圖 Key Plan

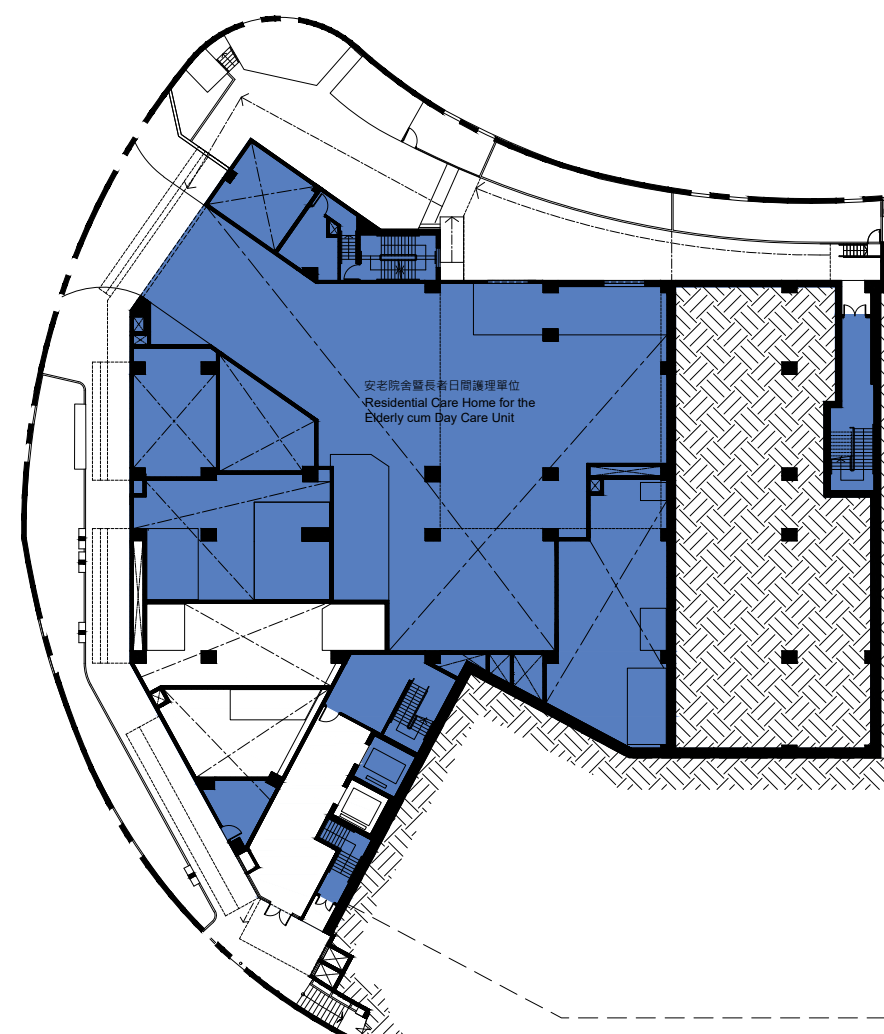


比例尺 SCALE: 0 5 10 15 20(米)  
(m)

## 政府屋宇 - 安老院舍暨長者日間護理單位 Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit



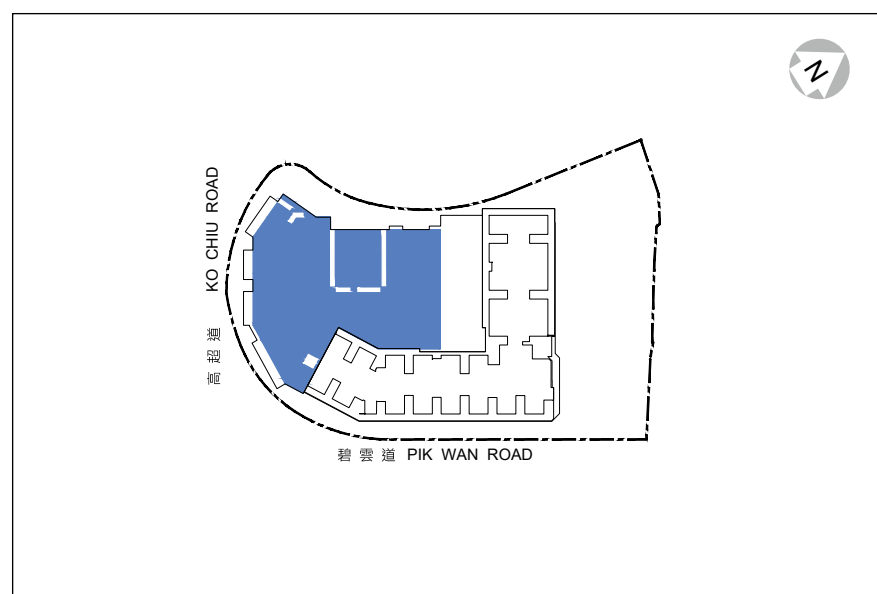
指示圖 Key Plan



比例尺 SCALE: 0 5 10 15 20<sup>(米)</sup>  
(m)

# 政府屋宇 - 安老院舍暨長者日間護理單位

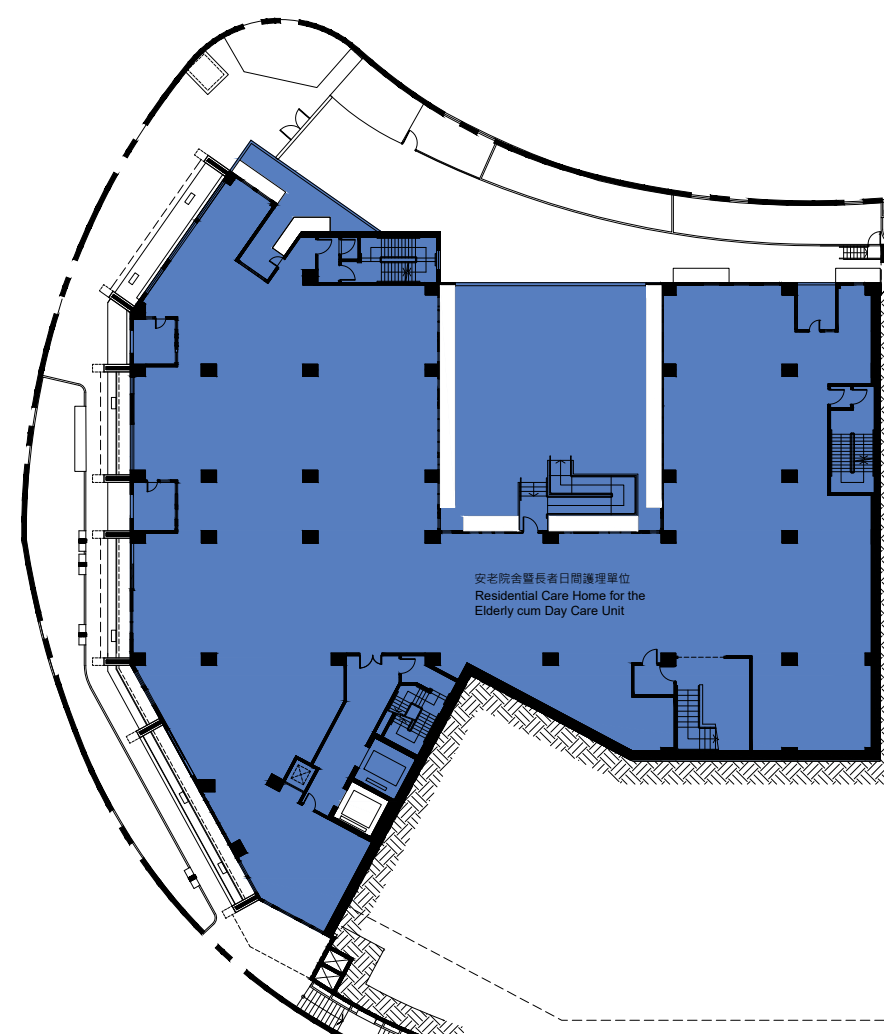
## Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit



指示圖 Key Plan



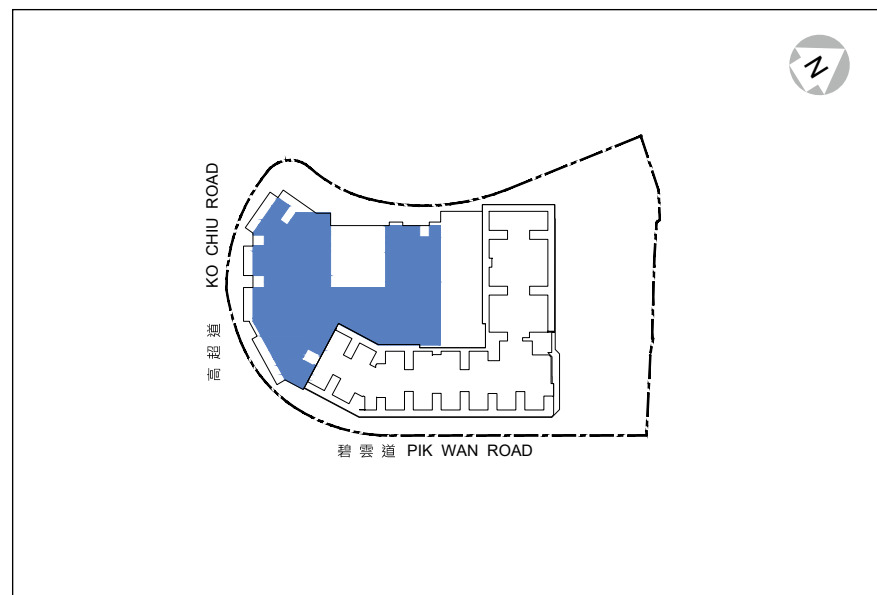
設於地下低層一樓的安老院舍暨長者日間護理單位  
Residential Care Home for The Elderly cum Day Care  
Unit provided on Lower Ground First Floor



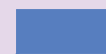
比例尺 SCALE: 0 5 10 15 20 (米)  
(m)



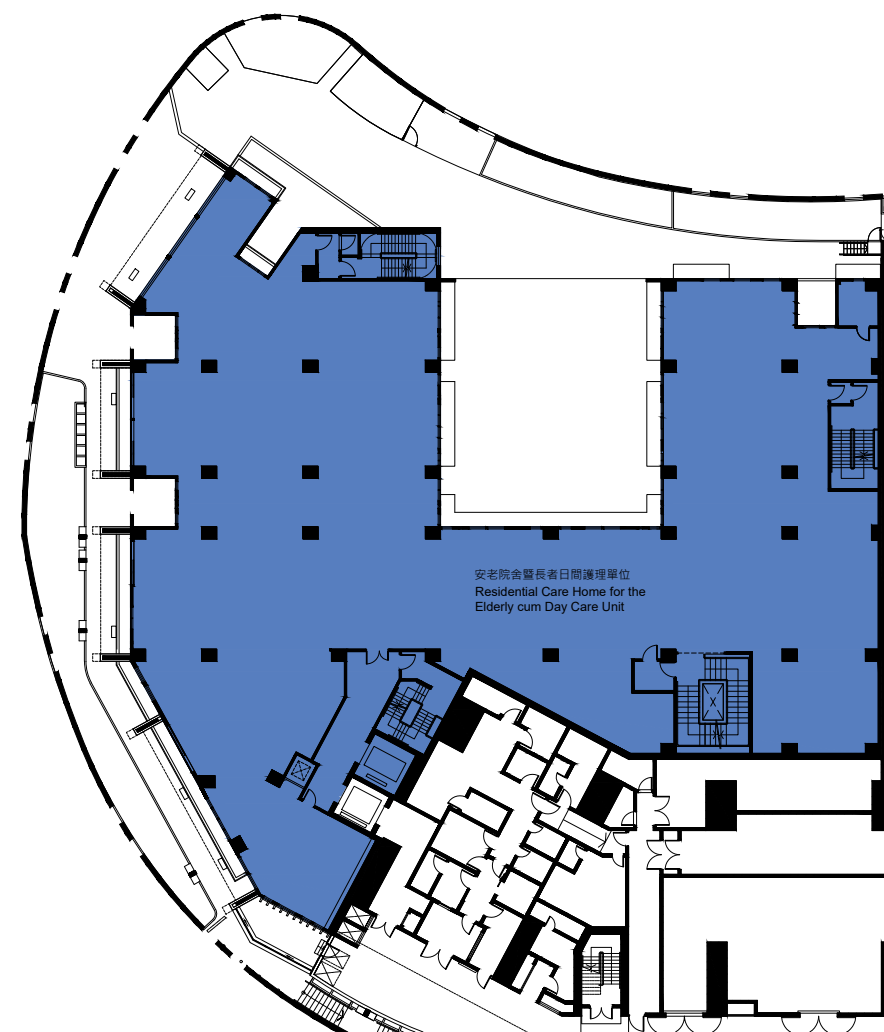
## 政府屋宇 - 安老院舍暨長者日間護理單位 Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit



指示圖 Key Plan



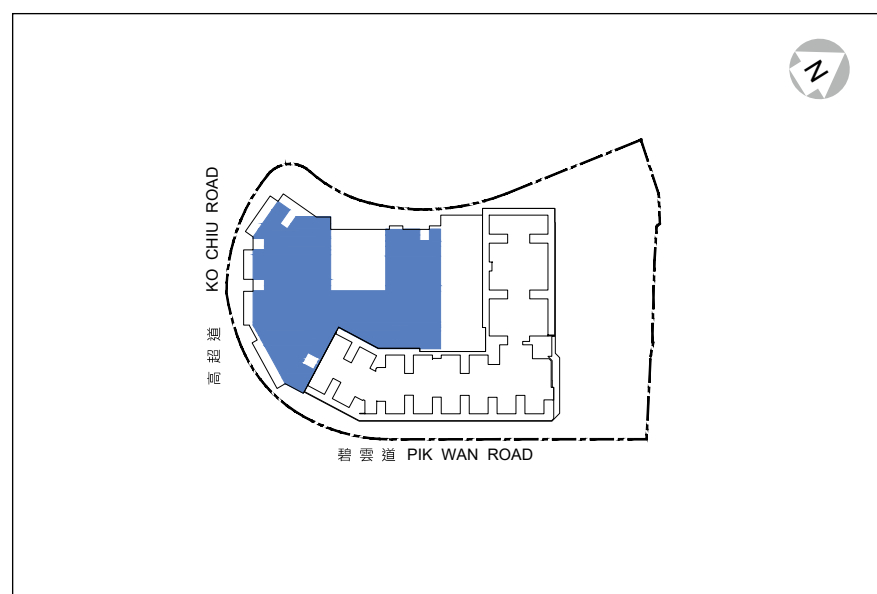
設於地下的安老院舍暨長者日間護理單位  
Residential Care Home for The Elderly cum Day Care  
Unit provided on Ground Floor



比例尺 SCALE: 0 5 10 15 20<sup>(米)</sup>  
(m)

# 政府屋宇 - 安老院舍暨長者日間護理單位

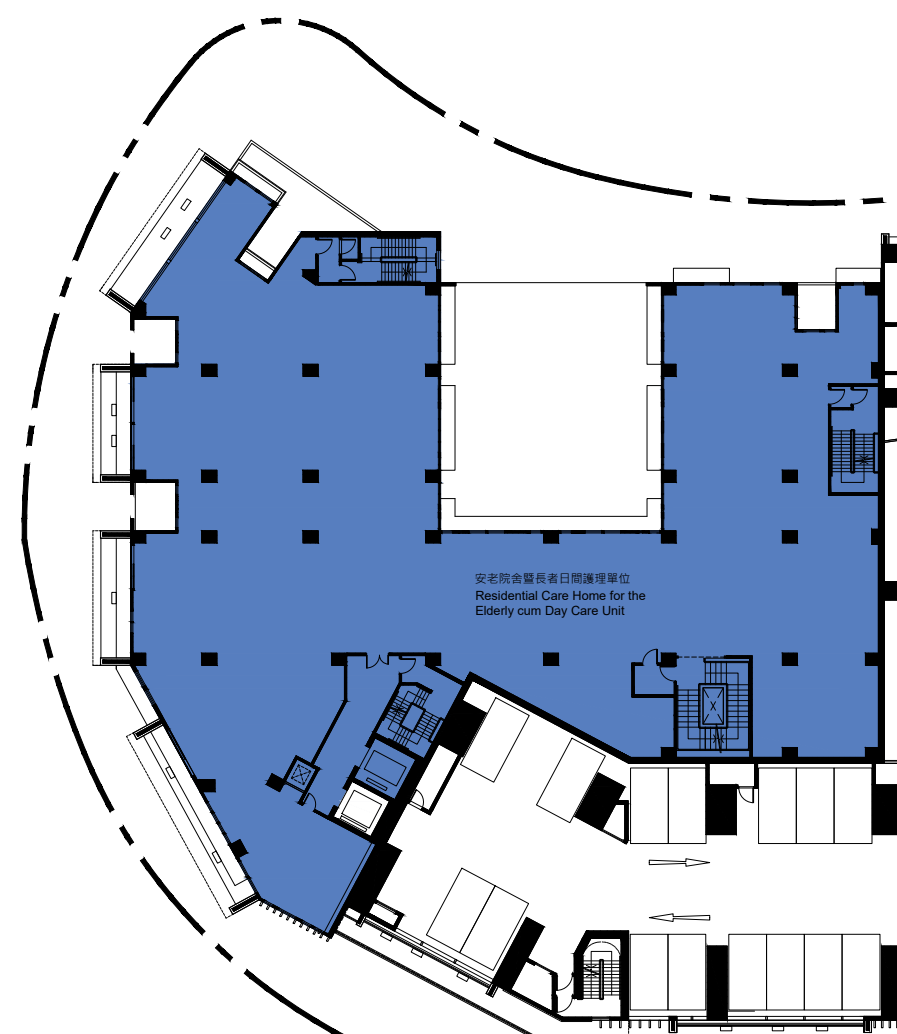
## Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit



指示圖 Key Plan

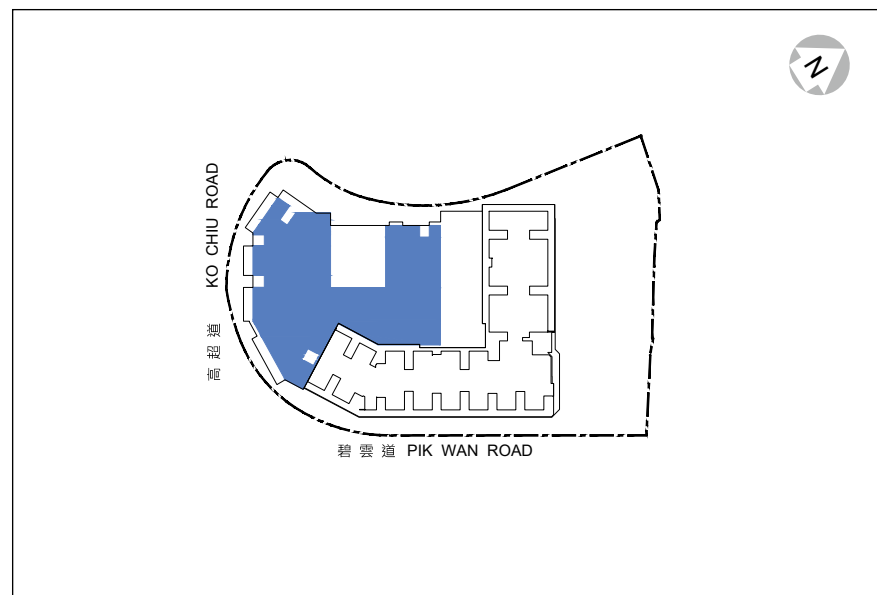


設於平台一樓的安老院舍暨長者日間護理單位  
Residential Care Home for The Elderly cum Day  
Care Unit provided on Podium Level 1

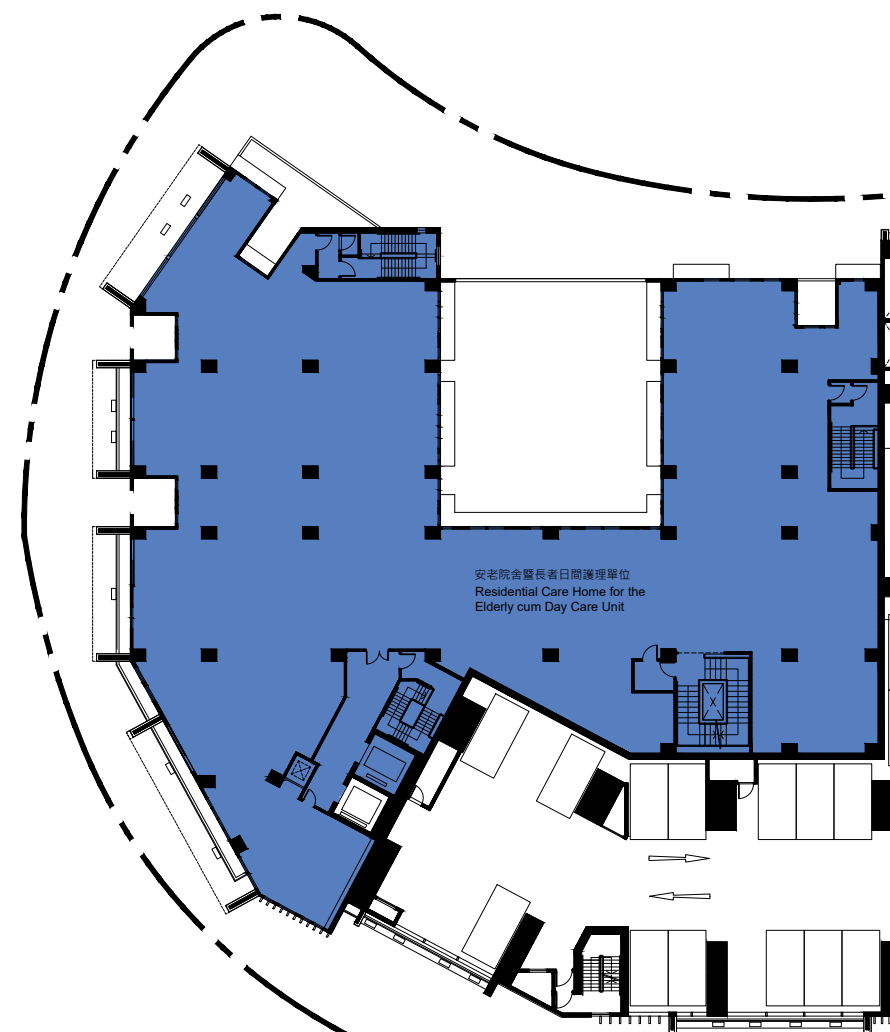


比例尺 SCALE: 0 5 10 15 20 (米)  
(m)

# 政府屋宇 - 安老院舍暨長者日間護理單位 Government Accommodation - Residential Care Home for The Elderly cum Day Care Unit



指示圖 Key Plan



比例尺 SCALE: 0 5 10 15 20<sup>(米)</sup>  
(m)



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。

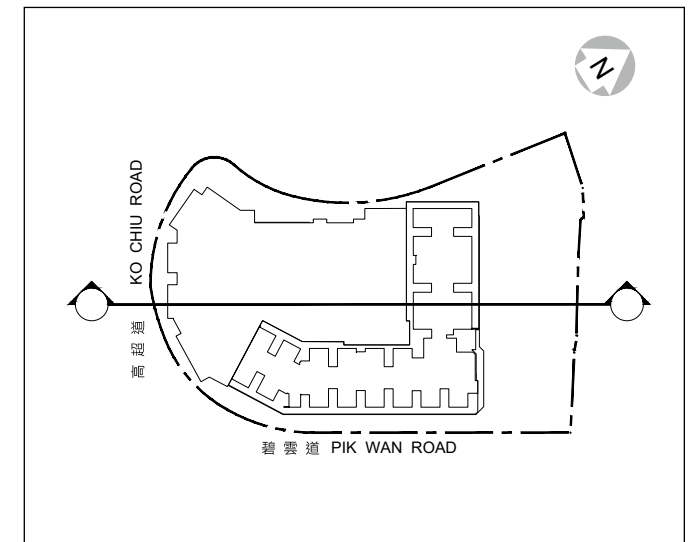
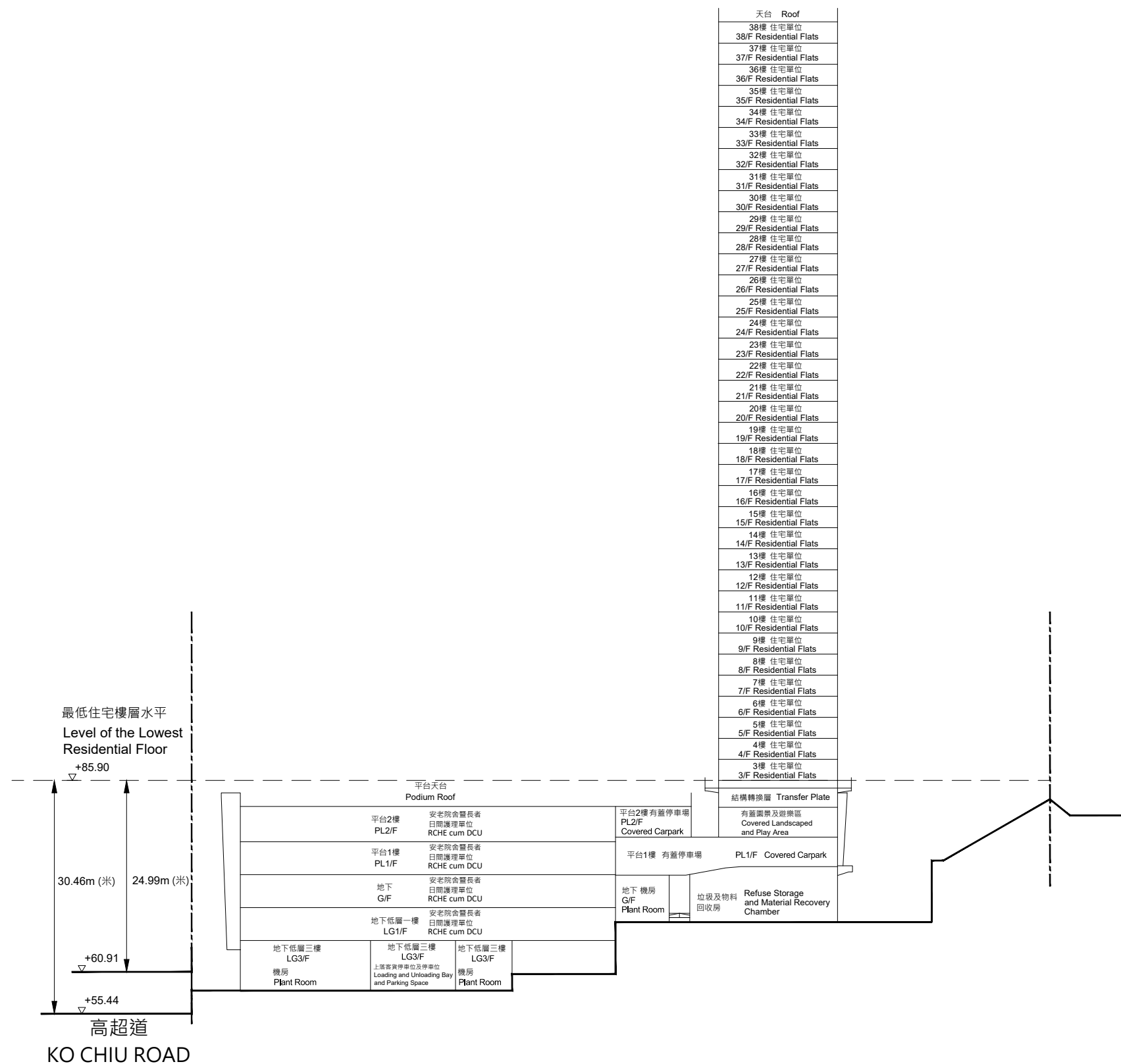
**注意事項：**

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.



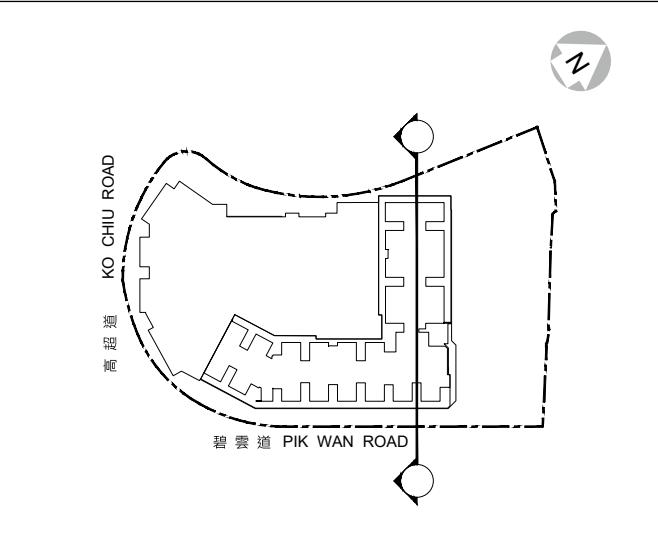
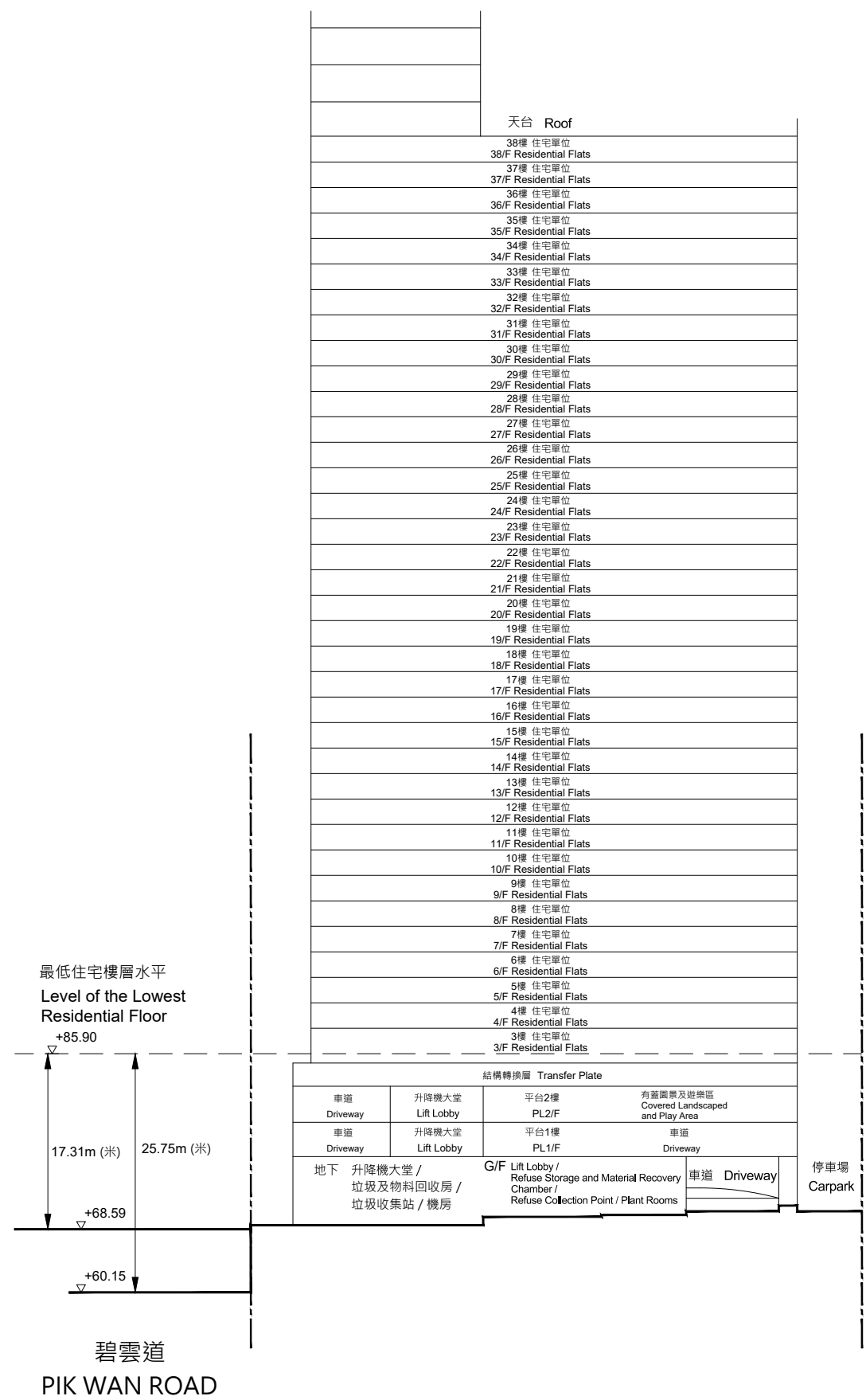
指示圖 Key Plan

## 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
RCHE cum DCU	安老院舍暨長者日間護理單位 Residential Care Home for The Elderly cum Day Care Unit

毗連建築物的一段高超道為香港主水平基準以上55.44米至60.91米。  
The part of Ko Chiu Road adjacent to the building is 55.44 metres to 60.91 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



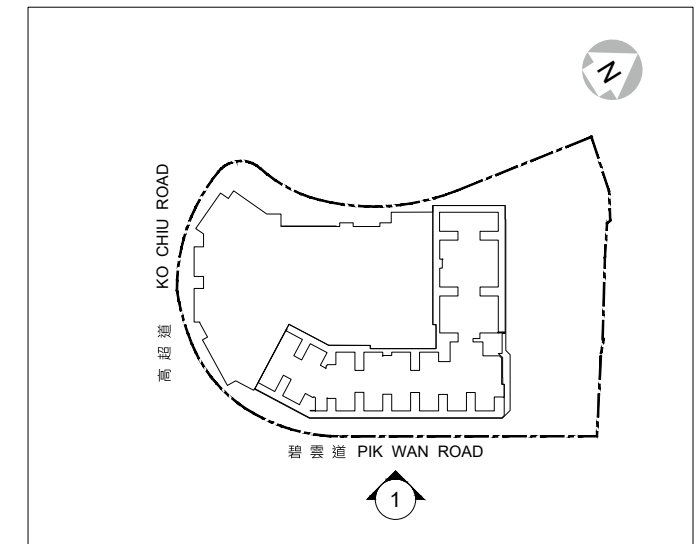
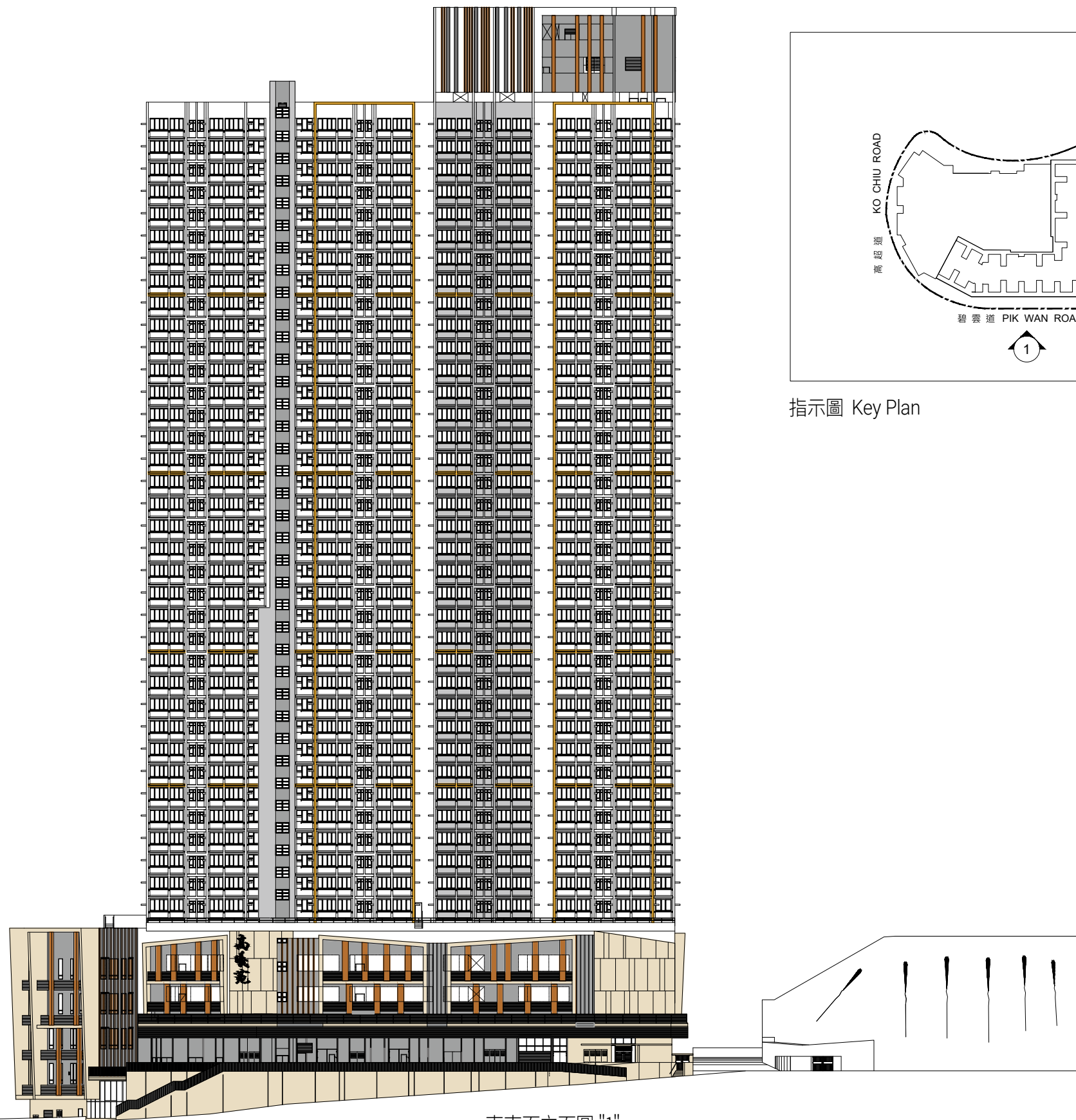
指示圖 Key Plan

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

毗連建築物的一段碧雲道為香港主水平基準以上60.15米至68.59米。  
The part of Pik Wan Road adjacent to the building is 60.15 metres to 68.59 metres above the Hong Kong Principal Datum.





指示圖 Key Plan

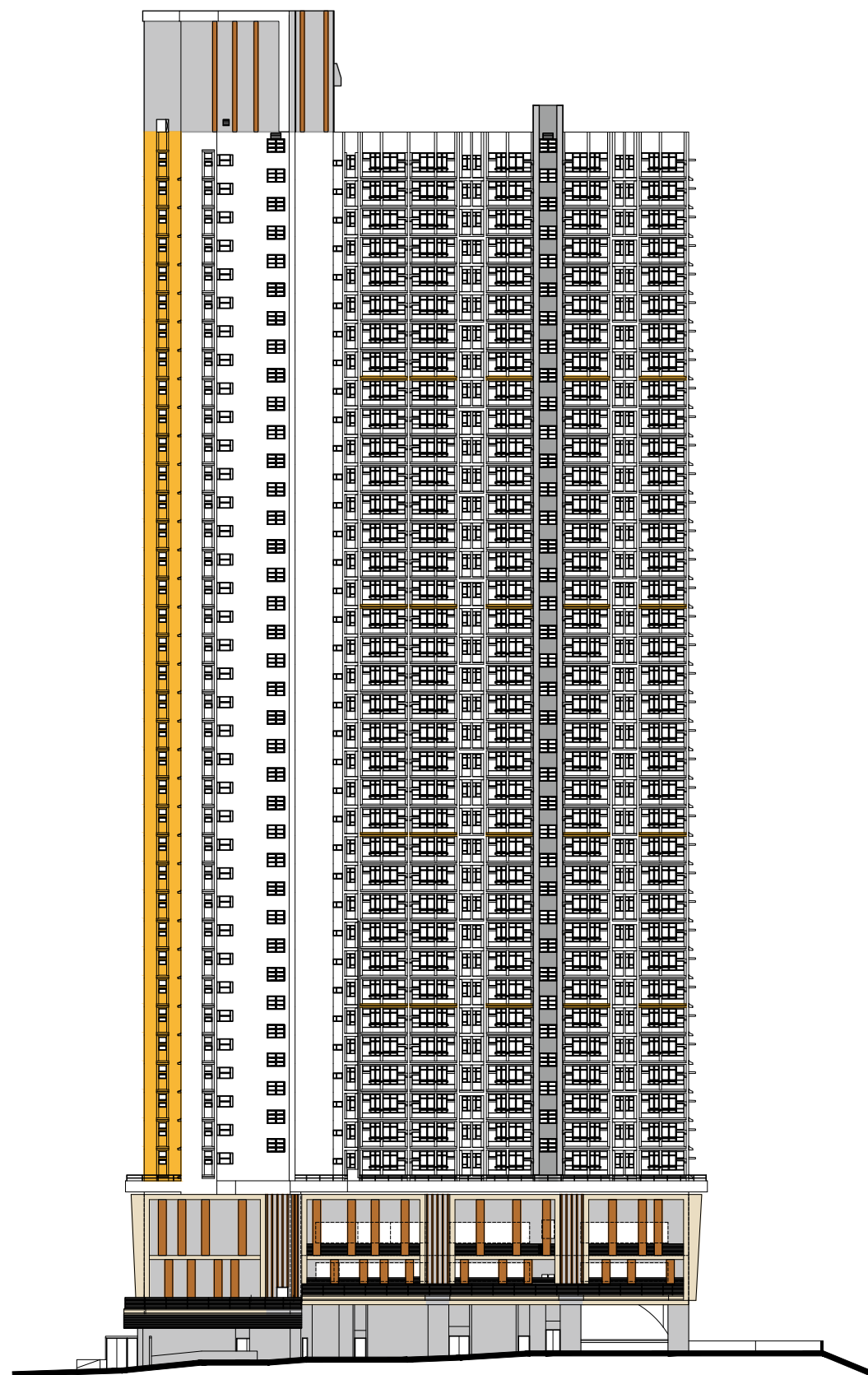
本圖所顯示的立面：

1. 以2025年2月19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。

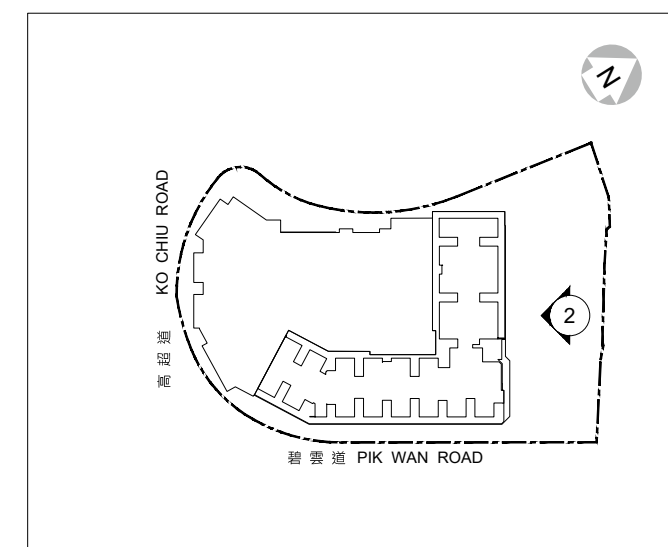
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 19 February 2025; and
2. are in general accordance with the outward appearance of the Development.

東南面立面圖 "1"  
South East Elevation Plan "1"



東北面立面圖 "2"  
North East Elevation Plan "2"



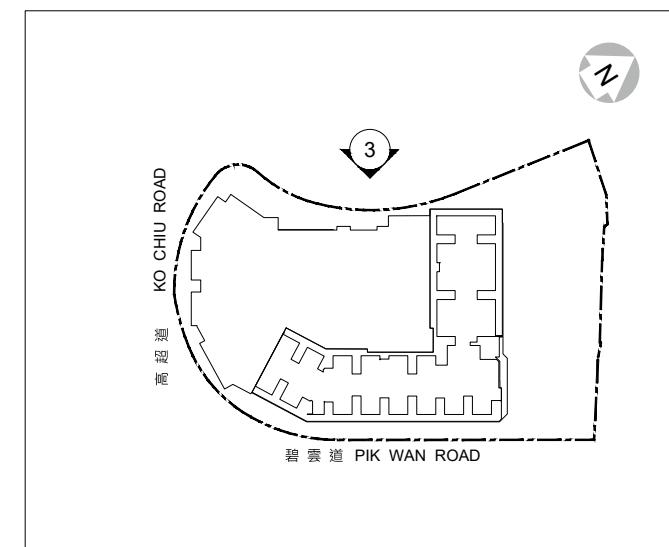
指示圖 Key Plan

本圖所顯示的立面：

1. 以2025年2月19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 elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 19 February 2025; and
2. are in general accordance with the outward appearance of the Development.



指示圖 Key Plan

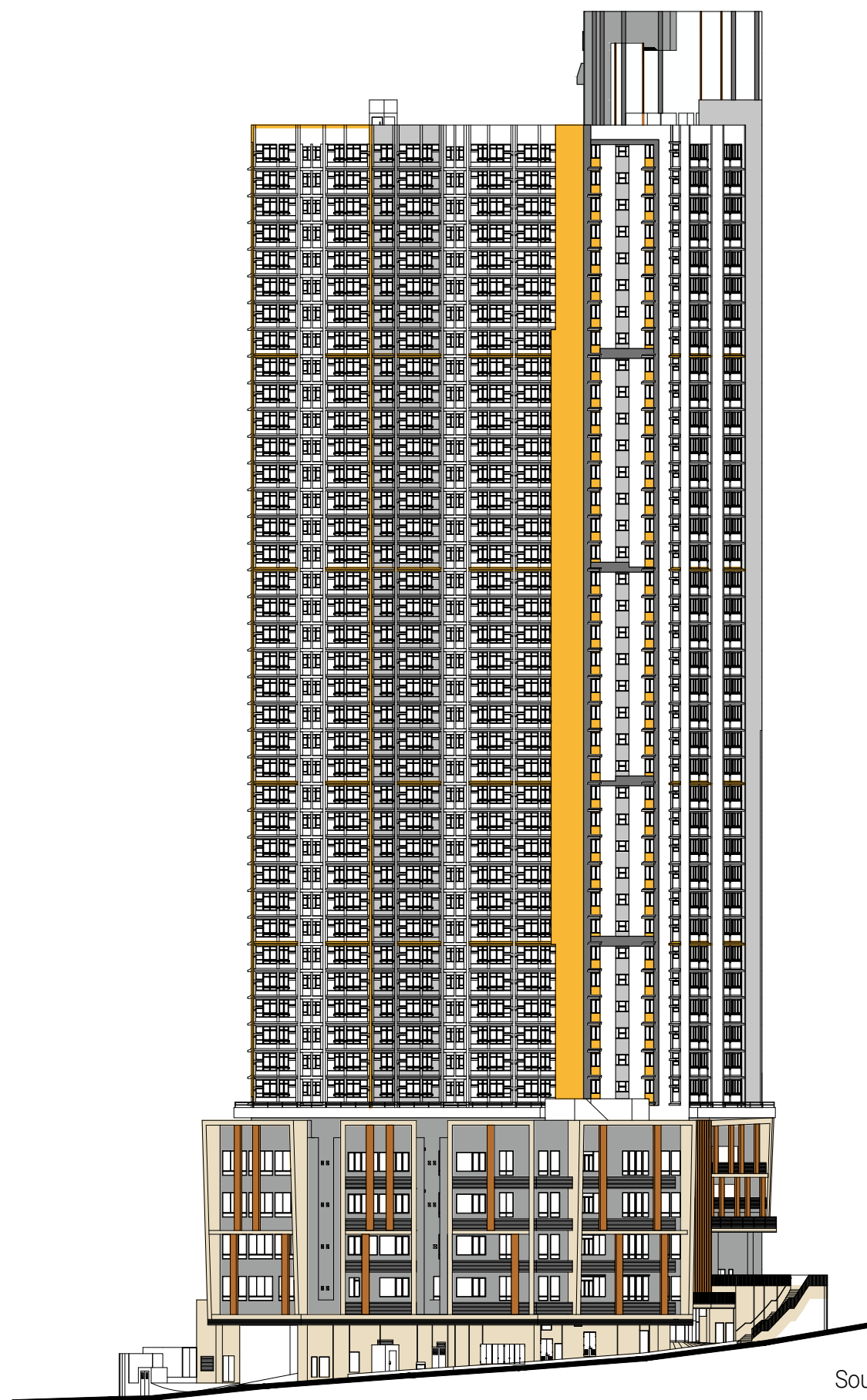
本圖所顯示的立面：

1. 以2025年2月19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。

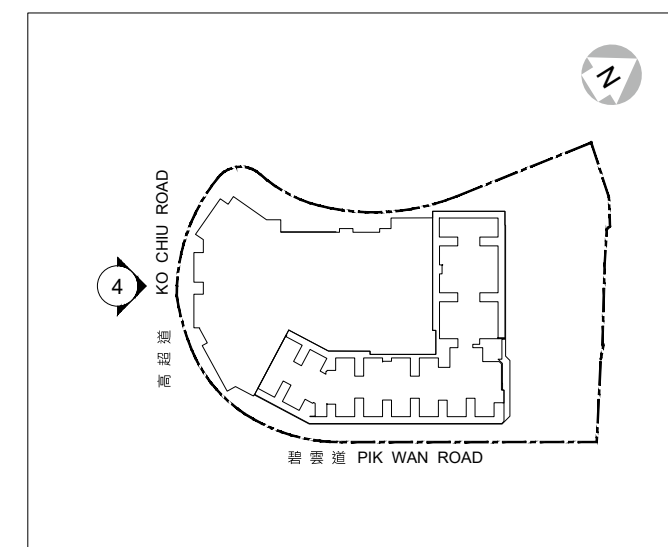
The elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 19 February 2025; and
2. are in general accordance with the outward appearance of the Development.





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2025年2月19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 elevations shown on this plan:

1. are prepared on the basis of the approved general building plans for the Development as of 19 February 2025; and
2. are in general accordance with the outward appearance of the Development.

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) 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.	522.9	1,721.6	2,244.5
	平方呎 sq.ft.	5,628	18,531	24,160

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](http://www.ozp.tpb.gov.hk)。
2. 高曦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](http://www.ozp.tpb.gov.hk).
2. A copy of the latest draft of the Deed of Mutual Covenant in respect of Ko Hei 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	牆壁髹上外牆漆。地下低層三樓至平台二樓外牆局部鋪砌鋁質面板。	Finished with external paint. Some finished with aluminum cladding panels at LG3/F to P2/F.
b	窗 Windows	<p>客/飯廳選用鋁質窗框配清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</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>3樓至38樓11號至18號及21號單位設有減音窗。減音窗由一層鋁質趟窗框配強化清玻璃，及一層鋁質窗框及可以用六角匙(如有)開啟的固定窗框配清玻璃窗組成。</p> <p>3樓至38樓的1號至24號單位設有固定窗。固定窗選用鋁質固定窗框配清玻璃，部分固定窗框可以用六角匙(如有)開啓。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。</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111頁</p>	<p>Aluminium window frame with clear float glass is fitted to living/dining room of each flat. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Aluminium window frame with clear float glass is fitted to 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 with clear patterned glass is fitted to 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 are installed in Flat 11 to Flat 18 and Flat 21 on 3/F to 38/F. Acoustic windows comprise of a layer of aluminium sliding window frame fitted with tempered clear float glass, and a layer of aluminium window frame and fixed window frame openable with allen key (if any) fitted with clear float glass.</p> <p>Fixed windows are installed in Flat 1 to Flat 24 on 3/F to 38/F. Fixed windows comprising aluminium window frame fitted with clear float glass and with part of the windows openable with allen key (if any). When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel.</p> <p>Please refer to the plan on page 111 for flats installed with acoustic windows and/or fixed windows and the locations 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><b>地下主入口大堂：</b> 牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板設有鋁質條子天花及髹上乳膠漆。</p> <p><b>標準樓層升降機大堂：</b> 牆壁髹上外牆漆。地板和牆腳線以過底磚鋪砌。天花板髹上外牆漆。</p>	<p><b>Ground floor lobby:</b> Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is fitted with aluminium strip suspended ceiling and emulsion paint.</p> <p><b>Typical floor lobby:</b> Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.</p>

2 室內裝修物料 INTERIOR FINISHES			
b	<b>內牆及天花板</b> 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	<b>內部地板</b> 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	<b>浴室</b> 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	<b>廚房</b> 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。灶台面為人造樹脂。天花板髹上乳膠漆。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Cooking bench top is fitted with polymer resin surface. Ceiling is finished with emulsion paint.
3 室內裝置 INTERIOR FITTINGS			
a	<b>門</b> Doors	<b>單位大門：</b> 單位大門選用漆面實心木門配五金配件及防盜眼。 <b>浴室門：</b> 浴室門選用空心木門（一面漆面，一面膠板面）配五金配件。 <b>廚房門：</b> 廚房門選用漆面實心木門配防火玻璃及五金配件。	<b>Flat entrance door:</b> Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. <b>Bathroom door:</b> Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries. <b>Kitchen door:</b> Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.
b	<b>浴室</b> Bathroom	裝置及設備包括搪瓷洗手盆、搪瓷水箱及坐廁、搪瓷廁紙斗、鍍鉻黃銅混合式面盆水龍頭、牆鏡、晾衣桿、以過底磚及人造麻石磚為飾面的淋浴間、鍍鉻黃銅混合式花灑水龍頭、花灑套裝、浴簾桿及玻璃強化塑膠扶手。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	<b>廚房</b> Kitchen	廚房設有不銹鋼洗滌盆及鍍鉻黃銅混合式洗滌盆水龍頭，灶台面為人造樹脂。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench with polymer resin surface. Copper pipes are used for cold and hot water supply system.
d	<b>睡房</b> Bedroom	不適用	Not applicable
e	<b>電話</b> 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 & 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	<p><b>八部「通力」牌客用升降機服務住宅大樓</b></p> <ul style="list-style-type: none"><li>四部客用升降機服務地下(住宅大堂)、平台1樓至平台2樓(停車場)、平台天台及3樓至22樓 (型號為 KONE MiniSpace)</li><li>四部客用升降機服務地下(住宅大堂)、平台1樓至平台2樓(停車場)、平台天台及23樓至38樓 (型號為 KONE MiniSpace)</li></ul> <p><b>一部「通力」牌無機房客用升降機</b></p> <ul style="list-style-type: none"><li>服務地下低層3樓至地下低層1樓(安老院舍暨長者日間護理單位)、地下(安老院舍暨長者日間護理單位及住宅大樓)、平台1樓至平台2樓(安老院舍暨長者日間護理單位) (型號為 KONE MonoSpace)</li></ul>	<p><b>Eight “KONE” passenger lifts serving Domestic Block</b></p> <ul style="list-style-type: none"><li>4 passenger lifts serving G/F (Domestic Lobby), PL1/F to PL2/F (Carpark), PR, and 3/F to 22/F (Model No. KONE MiniSpace)</li><li>4 passenger lifts serving G/F (Domestic Lobby), PL1/F to PL2/F (Carpark), PR, and 23/F to 38/F (Model No. KONE MiniSpace)</li></ul> <p><b>One “KONE” machine-room-less passenger lift</b></p> <ul style="list-style-type: none"><li>Serving LG3/F to LG1/F (Residential Care Home for the Elderly cum Day Care Unit (RCHE cum DCU)), G/F (RCHE cum DCU and Domestic Block), PL1/F to PL2/F (RCHE cum DCU) (Model No. KONE MonoSpace)</li></ul>



4 雜項 MISCELLANEOUS			
b	<b>信箱</b> <b>Letter box</b>	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	<b>垃圾收集</b> <b>Refuse collection</b>	3樓至38樓的公用地方設有垃圾及物料回收室和垃圾槽，地面設有垃圾車專用車位、垃圾存放處及廢物收集站中央處理垃圾。	Refuse storage and material recovery room with refuse chute is provided in the common area of 3/F to 38/F. A loading/unloading space reserved for refuse collection vehicle, refuse storage area and junk collection point are provided on the ground level for centralized processing of refuse.
d	<b>水錶、電錶及氣體錶</b> <b>Water meter, electricity meter and gas meter</b>	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make an individual application for installation of town gas meter).
5 保安設施 SECURITY FACILITIES			
		設有閉路電視監察系統監控升降機內、各地下入口、各天台及平台天台出口及外圍範圍狀況。閉路電視監控設備設於住宅樓宇地下保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, exits to the roofs and podium roof, and the external areas of the court. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of residential building.
6 設備 APPLIANCES			
		每個單位的浴室設有一部「TGC」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 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.

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38樓 3/F to 38/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	4	3	3	3	3	3	3	3	4	3
	雙極開關掣	Double Pole Switch		2	2	3	2	2	2	2	2	2	2	3	2
	天花燈咀	Ceiling Lamp Holder		3	3	4	3	3	3	3	3	3	3	4	3
	13安培雙頭插座	13A Twin Socket Outlet		8	8	11	8	8	8	8	8	8	8	11	8
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	3	2	2	2	2	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	2	2	2	2
	空間預留給電視/調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Headset		1	1	1	1	1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註5)	Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1
	5安培裝有熔斷器的煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1

住宅物業機電裝置數量說明表 Schedule of Mechanical & Electrical Provisions of Residential Properties															
			樓層 Floor		3樓至38樓 3/F to 38/F										
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註6)	2A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註7)	13A Switched Fused Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)		1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。

3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買方自行安裝有關插座。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於浴室之接駁器供抽氣扇接駁之用。

6. 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。

7. 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。

8. 安裝於廚房之接駁器供抽氣扇接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-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 purchasers and is covered with blank cover plate.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The Connection Unit installed inside bathroom is for connecting exhaust fan.

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

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

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



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38樓 3/F to 38/F										
			單位 Flat	13	14	15	16	17	18	19	20	21	22	23	24
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		3	3	3	4	4	3	3	3	4	3	4	3
	雙極開關掣	Double Pole Switch		2	2	2	3	3	2	2	2	3	2	3	2
	天花燈咀	Ceiling Lamp Holder		3	3	3	4	4	3	3	3	4	3	4	3
	13安培雙頭插座	13A Twin Socket Outlet		8	8	8	11	11	8	8	8	11	8	11	8
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	2	2	2	2	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		2	2	2	3	3	2	2	2	3	2	3	2
	空間預留給電訊及廣播服務(註2)	Reserved Space for Telecommunication and Broadcasting Services (Note 2)		2	2	2	2	2	2	2	2	2	2	2	2
	空間預留給電視/ 調頻收音機插座(註3)	Reserved Space for TV/FM Outlet (Note 3)		1	1	1	1	1	1	1	1	1	1	1	1
	門鈴	Door Bell		1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Headset		1	1	1	1	1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣	Double Pole Switch		1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註4)	Connection Unit (Note 4)		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註5)	Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	1	1	1	1	1	1	1	1
	5安培裝有熔斷器的 煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1

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

			樓層 Floor	3樓至38樓 3/F to 38/F											
			單位 Flat	13	14	15	16	17	18	19	20	21	22	23	24
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		2	2	2	2	2	2	2	2	2	2	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註6)	2A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註7)	13A Switched Fused Connection Unit (Note 7)		1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註8)	Connection Unit (Note 8)		1	1	1	1	1	1	1	1	1	1	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1

註：

1. 安裝於客/飯廳之接駁器供冷氣機接駁之用。

2. 該空間預留給電訊及廣播服務，並蓋上空白蓋板。

3. 該空間預留給電視/調頻收音機插座，並蓋上空白蓋板供買方自行安裝有關插座。

4. 安裝於浴室之接駁器供煤氣熱水爐接駁之用。

5. 安裝於浴室之接駁器供抽氣扇接駁之用。

6. 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。

7. 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。

8. 安裝於廚房之接駁器供抽氣扇接駁之用。

Notes:

1. The Connection Unit(s) installed inside living/dining room is/are for connecting air-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 purchasers and is covered with blank cover plate.

4. The Connection Unit installed inside bathroom is for connecting town gas water heater.

5. The Connection Unit installed inside bathroom is for connecting exhaust fan.

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

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

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

# 24

## 服務協議 Service Agreements

不適用 Not applicable

# 25

## 地稅 Government Rent

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

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



# 26

## 買方的雜項付款

### Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

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

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

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

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

# 27

## 欠妥之處的保養責任期

### Defects Liability Warranty Period

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

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

**A. 根據批地文件的規定，該發展項目中住宅物業的業主須自費維修斜坡。有關規定的條款如下：**

**「該租契」(見批地文件摘要內的定義) 條款第3.3條訂明：**

「承租人」(見批地文件摘要內的定義) 須不時及在其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」(見批地文件摘要內的定義) 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「署長」(見批地文件摘要內的定義) 滿意為止。

**「該租契」條款第4.3條訂明：**

除非獲「署長」事先書面同意，「承租人」不得切去、清除或推後任何毗鄰或毗連「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。

**「該租契」條款第4.4條訂明：**

- (a) 如果任何土地存在或已經被切去、清除、推後、堆積、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」(見批地文件摘要內的定義) 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讓其處於良好和修繕妥當的狀態，並使「署長」滿意。
- (b) 「該租契」條款第4.4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4.3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、其代理人及承辦商作出彌償，並使其持續得到彌償。

**A. The land grant requires the owners of the residential properties in the Development to maintain slopes at their own cost. The terms of the requirement are as follows:**

**Clause No. 3.3 of the Lease (as defined in the Summary of Land Grant) stipulates that:**

The Lessee (as defined in the Summary of Land Grant) 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 (as defined in the Summary of Land Grant) 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 (as defined in the Summary of Land Grant).

**Clause No. 4.3 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.

**Clause No. 4.4 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 Lot, 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. 4.4 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.3 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 or in connection with such falling away, landslip or subsidence.

(d) 除了「該租契」規定對違反該等條款的其他權利或補償外，「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。

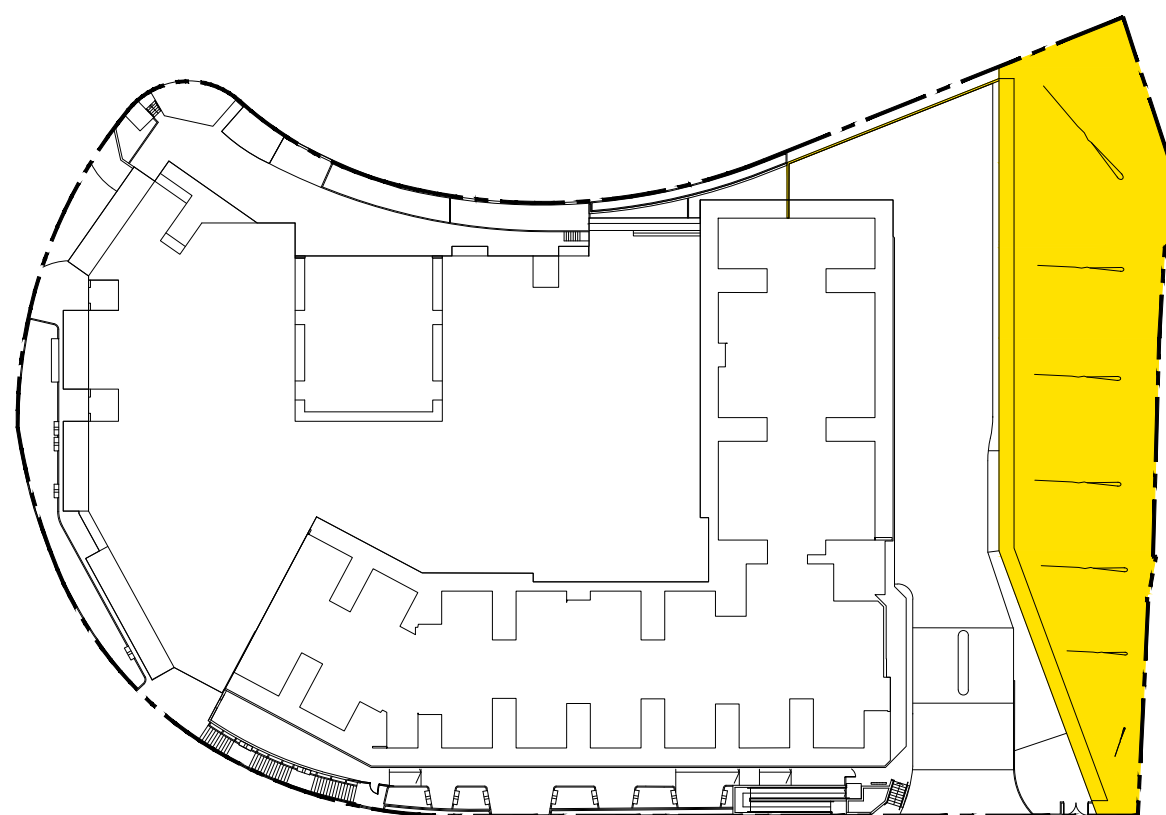
**B. 每名業主均須分擔維修工程的費用**

**C. 顯示該斜坡及已經或將會在該發展項目所位於的土地之內或之外建造的任何護土牆或有關構築物的圖則**

(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 Lot, 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.

**B. Each of the owners is obliged to contribute towards the costs of the maintenance works**

**C. A plan showing the slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated**



圖例 NOTATION

---	地界	Lot Boundary
■	斜坡及護土牆	Slope and Retaining Wall

比例尺 SCALE: 0 10 20 30 40 50 (米)  
(m)



**D. 根據「公契」，該發展項目的管理人獲業主授權進行維修工程。**

**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」第一節第1條，「斜坡結構」指於「該土地」或「屋苑」之內或之外根據「該租契」須由「業主」維持的所有斜坡、斜坡處理工程、護土牆及其他構築物(如有)，包括(但不限於)在「公契」所夾附的斜坡結構圖則以黃色顯示以資識別的護土牆。
- ii. 根據「公契」第四節第20條第(r)項，「經理人」具有權力、職能與責任採取一切必要或有利於「業主」履行「該租契」的行動，尤其是按照「該租契」的規定，及(如適用)在令地政總署署長、渠務署署長或其他「政府」部門(視屬何情況而定)滿意下，檢查、保養、維修、拆卸、移除、修復、豎立或建造在「該地段」內以及任何毗鄰或毗連的「政府」或已租土地內(如適用)的所有土地、「休憩空間」、斜坡、斜坡處理工程、擋土結構、護土牆或其他承托物、防護、排水、附屬及其它工程及構築物。
- iii. 根據「公契」第四節第20條第(ad)項，「經理人」具有權力、職能和責任委聘具適當資格的人士，按照「該租契」之條款及「斜坡維修指南」及「斜坡維修手冊」和按照有關「政府」部門不時發出有關維修斜坡、斜坡處理工程、護土牆及其他構築物的全部指引，檢查、保養及維修「斜坡結構」，讓其處於良好和修繕妥當的狀況，並就有關「斜坡結構」進行一切必要的工程。為免存疑，謹此聲明，「屋苑」各業主有責任自費按照「該租契」、「斜坡維修指南」及「斜坡維修手冊」及上述指引，負責保養「斜坡結構」和進行任何與「斜坡結構」有關之一切工程。倘「經理人」盡力後仍未能向上述所有「業主」收取工程所需之全部費用，有關責任將由各「屋苑」「業主」承擔，「經理人」毋須承擔個人責任執行「該租契」之有關規定。「經理人」如上執行保養和修繕工程所合法引起或將會引起之一切費用，概由「業主」承擔並向「經理人」繳付。如已成立「業主立案法團」，「業主立案法團」具有「公契」第四節第20條第(ad)項所述之權限和權力。
- iv. 根據「公契」第四節第20條第(au)項，「經理人」具有權力、職能和責任保養「該租契」條款第4.4(a)條所指的土地、「斜坡結構」、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，讓其處於良好和修繕妥當的狀態，以令「署長」滿意。
- v. 根據「公契」第七節第53(a)(1)條第(v)項，年度預算案的第一部分第一分項應包括「斜坡結構」的相關檢查、保養和維修費用與開支，以及根據「該租契」的條款(如有)和按照「斜坡維修指南」及「斜坡維修手冊」或有關「政府」部門不時發出有關維修斜坡、護土牆及相關構築物的其他指引規定需要保護和支撐的「該土地」或其任何部分或需要保護及支撐的任何毗鄰或毗連土地而進行的所有斜坡處理工程及其他支撐或保護工程的費用與開支。

**D. Under the Deed of Mutual Covenant (“DMC”), the manager of the Development has the owners’ authority to carry out the maintenance works.**

**Relevant Provisions of the DMC**

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

- i. Pursuant to Clause 1 of Section I of the DMC, “Slope Structures” shall mean all slopes, slope treatment works, retaining walls and other structures (if any) within or outside the said land or the Estate as required to be maintained by the Owners under the said lease which include (without limitation) the retaining walls as for the purpose of identification only, shown coloured YELLOW on the SLOPE STRUCTURES LAYOUT PLAN annexed to the DMC.
- ii. Pursuant to Clause No. 20(r) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to take all steps necessary or expedient for compliance by the Owners with the said lease and, in particular, to inspect, maintain, repair, demolish, remove, reinstate, erect or construct, in accordance with the provisions of the Lease and (if applicable) to the satisfaction of the Director of Lands, Director of Drainage Services or other Government departments (as the case may be), all land, the Open Space, slopes, slope treatment works, earth-retaining structures, retaining walls and other support, protection, drainage, ancillary and other works and structures within the said land and also any adjacent or adjoining Government or leased land (if applicable).
- iii. Pursuant to Clause No. 20(ad) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to engage suitably qualified personnel to inspect, keep and maintain in good and substantial repair and condition and carry out any necessary works in respect of the Slope Structures, in accordance with the provisions of the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, slope treatment works, retaining walls and other structures. For the avoidance of doubt, it is hereby declared that the onus is on the Owners of the Estate, at their own expense, to maintain and carry out all works in respect of the Slope Structures in accordance with the said lease and the Slope Maintenance Guidelines and the Slope Maintenance Manual and the guidelines aforesaid, and the Manager shall not be personally liable for carrying out any such requirements of the said lease, which shall remain the responsibility of the Owners of the Estate, if the Manager, having used all reasonable endeavours, has not been able to collect the costs of the required works from all of the aforesaid Owners. The Owners shall pay to the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out any such maintenance and repair works as aforesaid. The Owners’ Corporation, if formed, shall also have the authority and power mentioned in Clause 20(ad) of Section IV of the DMC.
- iv. Pursuant to Clause No. 20(au) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to maintain the said land, the Slope Structures, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works referred to in Clause 4.4(a) of the said lease in good and substantial repair and condition, to the satisfaction of the Director.
- v. Pursuant to Clause 53(a)(1)(v) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses in connection with the inspection, keeping and maintenance of the Slope Structures and the costs and expenses of all slope treatment works and other support or protection works for protection and support of the said land or any part thereof or any adjacent or adjoining land that are required to be protected and supported under the provisions of the said lease (if any) and in accordance with the Slope Maintenance Guidelines and Slope Maintenance Manual or other guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures.

- vi. 根據「公契」第十一節第88條，「房委會」須向「屋苑」的管理處於「公契」當日起計的一個月內提交「斜坡維修手冊」的完整副本，以供所有「業主」免費檢閱，及於支付合理影印費用後向其提供「斜坡維修手冊」的副本。所有收取的費用將全部撥入「特別基金」。
- vii. 根據「公契」第三附錄第26條，「業主」應自費保養及進行所有「該租契」下及根據「斜坡維修指南」及「斜坡維修手冊」要求的有關「斜坡結構」的工程。「房委會」須向「屋苑」的管理處於「公契」當日起計的一個月內提交「斜坡維修手冊」的完整副本，以供所有業主免費檢閱，及於支付合理影印費用後向其提供「斜坡維修手冊」的副本。所有收取的費用將全部撥入「特別基金」。
- viii. 根據「公契」第五附錄，「公契」第十一節第92條所指的「工程及裝置」包括「斜坡結構」。

**E. 業主自費就該發展項目維修任何斜坡的承諾**  
不適用

註：此斜坡維修的資料所載的「公契」的有關條文乃根據呈交地政總署法律諮詢及田土轉易處（「法律諮詢及田土轉易處」）批核的「公契」的最新擬稿摘錄。於本售樓說明書印製的日期，「公契」的最新擬稿仍未獲「法律諮詢及田土轉易處」批核。斜坡維修的資料在「公契」獲「法律諮詢及田土轉易處」批核後可能會在將來作出修訂。

- vi. Pursuant to Clause 88 of Section XI of the DMC, a full copy of the Slope Maintenance Manual shall be deposited by the Authority in the management office of the Estate, within one month after the date of the DMC, for inspection by the Owners free of charge and for taking copies upon payment of a reasonable charge. All charges received must be credited to the Special Fund.
- vii. Pursuant to Clause 26 of the Third Schedule to the DMC, the Owners shall, at their own expenses, maintain and carry out all works in respect of the Slope Structures as required by the said lease and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual. The Authority shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month after the date of the DMC for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- viii. Pursuant to the Fifth Schedule to the DMC, the Works and Installations referred to in Clause 92 of Section XI of the DMC shall include Slope Structures.

**E. Owner's undertaking to maintain any slope in relation to the Development at the owner's own cost**  
Not applicable

Note: The provisions of the DMC set out under this Maintenance of Slopes are extracted from the latest draft DMC, which has been submitted to the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") for approval. Such latest draft DMC is still pending approval by LACO as at the date of printing of this sales brochure. This Information on Maintenance of Slopes may be subject to future revision(s) upon approval of the DMC by LACO.

不適用 Not applicable

### 獲寬免總樓面面積的設施分項

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

### Breakdown of GFA Concessions Obtained for All Features

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

		面積 (平方米) Area (m²)
根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of Building (Planning) Regulations (B(P)R)		
1.	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	2,149.349
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.	977.152
2.2	所佔面積不受相關《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，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature and essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	2,700.694
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 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	不適用 Not Applicable
7.	公用空中花園 Communal sky garden	不適用 Not Applicable
8.	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable



		面積 (平方米) Area (m²)
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	25.460
10.	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11.	非結構性預製外牆 Non-structural prefabricated external wall	768.636
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位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處 Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owner's corporation office	44.481
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	441.639
17.	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	327.257
18.	擴大升降機井道 Larger lift shaft	451.810
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	326.871
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

		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、窗檻及伸出的窗台 Minor projection such as air-conditioning box, air-conditioning platform, window cill and projecting window	不適用 Not Applicable
29.	《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)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台 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/外懸設施下的有蓋地方 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	100.468
35.	公眾通道 Public passage	不適用 Not Applicable
36.	因樓宇後移導致的覆蓋面積 Covered set back area	不適用 Not Applicable
額外總樓面面積 Bonus GFA		
37.	額外總樓面面積 Bonus GFA	不適用 Not Applicable
根據《聯合作業備考》提供的額外環保設施 Additional Green Features under Joint Practice Notes (JPN)		
38.	採用“組裝合成”建築法的樓宇 Buildings adopting Modular Integrated Construction	不適用 Not Applicable

註： 上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。  
Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

有關建築物的環境評估

綠色建築認證

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

暫定評級

金級



暫定金級

NB V1.2 2024

HKGBC BEAM Plus

申請編號: PAG0177/25

Environmental Assessment of the Building

Green Building Certification

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

Provisional

GOLD



PROVISIONAL GOLD

NB V1.2 2024

HKGBC BEAM Plus

Application no.: PAG0177/25

發展項目的公用部分的預計能量表現或消耗

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

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

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
擬安裝的具能源效益的設施 Energy Efficient Features Proposed	1. 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. 變頻式水泵系統 4. 發光二極管照明燈具	1. Two-level Lighting Control System 2. Regenerative Power of Lift System 3. Variable Speed Drive Control System for Water Pump 4. Light Emitting Diode (LED)

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)						
發展項目類型 Type of Development	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 Electricity 千瓦小時/平方米/年 kWh/m²/annum	煤氣/石油氣 Town Gas/LPG 用量單位/平方米/年 unit/m²/annum	電力 Electricity 千瓦小時/平方米/年 kWh/m²/annum	煤氣/石油氣 Town Gas/LPG 用量單位/平方米/年 unit/m²/annum
住用發展項目 (不包括旅館) Domestic Development (excluding hotel)	有使用中央屋宇裝備裝置(註3)的部分 Area Served by Central Building Services Installation (Note 3)	49,624	30.86	不適用 Not Applicable	8.41	不適用 Not Applicable
非住用發展項目 (包括旅館) Non-domestic Development (including hotel)	平台(中央屋宇裝備裝置) Podium(s) (central building services installation)	10,532.98	115.08	不適用 Not Applicable	45.72	不適用 Not Applicable

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

註：

- 一般而言，一棟樓宇的預計「每年能源消耗量」愈低，其節約能源的效益愈高。如一棟樓宇預計的「每年能源消耗量」低於該樓宇的「基線樓宇每年能源消耗量」，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。  
  
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：  
(a) 「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及  
(b) 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 「基線樓宇」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「基準建築物模式(零分標準)」具有相同涵義。
- 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2021年版)中的涵義相同。

Notes :

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.  
  
The predicted annual energy use, in terms of electricity consumption (kWh/m<sup>2</sup>/annum) and town gas/LPG consumption (unit/m<sup>2</sup>/annum), of the Development by the internal floor area served, where:  
  
(a) “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and  
(b) “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2021 edition) issued by the Electrical and Mechanical Services Department.



**A. 交通噪音**

高曦苑受道路交通噪音影響。為改善情況，該發展項目將設置下列設施：

**隔聲簷**

下列單位外牆將裝設隔聲簷：3樓至38樓的5號單位、3樓至11樓的10號單位及9樓至31樓的19號單位的外牆(有關隔聲簷的位置請參閱第111頁的樓面平面圖)。隔聲簷屬公契內定義的「住宅大廈公用地方與設施」的一部分，須由高曦苑住宅物業的業主出資管理及維修。

**減音窗及固定窗**

部分高曦苑單位設有減音窗及/或固定窗(不能開啟)。(有關裝設有減音窗及/或固定窗之單位及有關窗戶的位置請參閱第111頁的參考圖)。

高曦苑的公契有以下關於減音窗及固定窗的規定(註)：

- 高曦苑裝設有減音窗及/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(根據公契規定作保養、維修或更換除外)。
- 房委會須在屋苑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供高曦苑業主於日常辦公室時間內免費查閱。裝設於任何單位內的減音窗及固定窗的保養、更換或維修工作須由有關單位的業主自費根據房委會提供的圖則及方法內所列明的標準及規格進行。有關單位的業主須以適當的物料及委任合資格的承辦商以進行有關的保養、更換或維修工作。
- 除進行保養、更換或維修工作外，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。

註：有關公契條款只供參考，並以公契的全文為準。公契的最新擬稿的全文可於九龍橫頭磡南道3號房委會客務中心第一層平台之居屋銷售小組辦事處開放時間內免費查閱，並可於房委會就出售高曦苑所指定的互聯網站內閱覽。

**A. Traffic Noise**

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

**Acoustic Fins**

Acoustic fins will be installed at the external wall of: Flat 5 from 3/F - 38/F, Flat 10 from 3/F - 11/F and Flat 19 from 9/F - 31/F. (Please refer to the reference plans on page 111 for the location of the acoustic fins). The acoustic fins form part of the Residential Block Common Areas and Facilities as defined under the Deed of Mutual Covenant (DMC) and shall be managed and maintained by owners of residential properties in Ko Hei Court at their own expense.

**Acoustic Windows and Fixed Windows**

Acoustic windows and/or fixed windows (not openable) are installed in some of the flats in Ko Hei Court. (Please refer to the reference plans on page 111 for flats installed with acoustic windows and/or fixed windows and the locations of such windows). The DMC of Ko Hei Court contains the following provisions relating to acoustic windows and 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 Ko Hei Court installed with acoustic windows and/or fixed windows shall tamper, alter, vary or remove the acoustic windows and/or the fixed windows installed in his unit.
- The HA shall provide the drawings and methodology for the installation, maintenance, replacement or repair of the acoustic windows and the fixed windows at the estate management office for inspection by the owners of Ko Hei Court free of charge during normal business hours. The maintenance, replacement or repair of any of the acoustic windows and the fixed windows installed in any unit shall be made by the owner of relevant unit at his own costs in accordance with the standards and specifications set out in such drawings and methodology. The owners of such units shall use appropriate materials and appoint qualified contractors for carrying out such maintenance, replacement or repair.
- The fixed windows shall be kept closed and locked at all times for noise mitigation purpose except for maintenance, replacement or repair. The maintenance, replacement or repair of any of the fixed windows installed in any unit shall be made by the owner of the relevant unit at his own costs.

Note: The concerned provisions in the DMC are for reference only and are subject to the full script of the DMC. Full script of the latest draft DMC is available for inspection free of charge during opening hours at the office of the HOS Sales Unit on Podium level 1, HA Customer Service Centre, 3 Wang Tau Hom South Road, Kowloon and is also available on the website designated by the HA for the sale of Ko Hei Court.

**B. 工程用地**

高曦苑附近有多幅正在施工中的工程用地，請參閱第110頁的參考圖(註)。

註： 參考圖所示的地盤位置僅供參考。

**C. 油塘碧雲道地盤甲**

**社會福利設施**

在高曦苑附近的油塘碧雲道地盤甲內將提供以下社會福利設施(註1)：

- (i) 普通科門診診所
- (ii) 兒童體能智力測驗中心
- (iii) 幼兒中心
- (iv) 體弱長者家居照顧服務隊
- (v) 長者鄰舍中心分址

有關油塘碧雲道地盤甲的位置，請參閱第110頁的參考圖(註2)。

註：

1. 為截至2025年1月之資料，提供的社會福利設施將來或可能有所更改。
2. 參考圖所示的地盤位置僅供參考。

**B. Works Area**

There are works in progress at the various works area in vicinity of Ko Hei Court. Please refer to the reference plan on page 110 (Note).

Note: Location of the sites as indicated on the reference plan is for reference only.

**C. Pik Wan Road Site A**

**Social Welfare Facilities**

The following social welfare facilities will be provided within Pik Wan Road Site A near Ko Hei Court (Note 1):

- (i) General Out-patient Clinic
- (ii) Children Assessment Centre
- (iii) Child Care Centre
- (iv) One team of Home Care Services for Frail Elderly Persons
- (v) Neighborhood Elderly Centre Sub-base

Please refer to the reference plan on page 110 for the location of Pik Wan Road Site A (Note 2).

Notes:

1. Information as at January 2025. The social welfare facilities to be provided are subject to change.
2. Location of the site as indicated on the reference plan is for reference only.

**D. 混凝土「立體預製浴室及廚房」建築法**

所有高曦苑單位採用了混凝土「立體預製浴室及廚房」建築法。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。

**E. 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高曦苑樓宇設計所預定的核准間隔牆示意圖，業主可參閱高曦苑裝修指引。有關指引會於物業交吉時提供予業主。

**D. Concrete Volumetric Precast Bathroom and Kitchen (VBK)**

All domestic flats at Ko Hei Court have adopted the concrete VBK method. Before fitting out works, the Owner may seek advice from a building professional to ensure compliance with the provisions of the Buildings Ordinance.

**E. 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 Ko Hei Court, please refer to the Guide for Decoration Works for Ko Hei Court, which will be made available to the Owner on the delivery of vacant possession of the flat.

## F. 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

房委會會給予高曦苑為期十年的樓宇結構安全保證。

高曦苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

### 保證範圍

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

本保證並不包括以上保證範圍以外的修葺,例如:

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

### 業主責任

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

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

註:

1. 「業主」指合乎本保證所保障之住宅樓宇的法定業主。
2. 在進行結構修葺工程時,房委會只負責使單位受影響部分回復到樓宇落成時的原有標準。
3. 「結構構件」指建築結構圖上清楚列明的構件(如支柱、橫樑、受力牆壁及地台),而沒有列明的混凝土架或牆(如冷氣機罩/台、部分外牆、內部間隔牆、預製外牆等)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。

## F. 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 Ko Hei Court is valid for a period of 10 years.

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

### Coverage

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

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

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

### Owners' Responsibility

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

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

Notes:

1. "Owners" refers to the legitimate owners of the domestic flats protected by this guarantee.
2. While carrying out the repair works, the HA is only responsible for reinstating the affected parts of the flats to the original standard at the time when the building was completed.
3. "Structural components" refers to the components (for example, columns, beams, load bearing walls and floor slabs) as specified clearly on the building structural plan. Concrete racks or walls not specified (for example, air-conditioner hoods/platforms, some external walls, internal partition walls, precast facades,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.



## G. 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)購買啟盈苑/高曦苑/安柏苑/兆湖苑/裕興苑單位，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由房委會最後一次將單位售予業主的轉讓契據(下稱「最後轉讓契據」的原來買價(註1)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期內：
- 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或出租單位。
  - 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，按照該單位最後轉讓契據中所訂明的最初市值與原來買價(註1)的差額的百分比計算。換句話說，補價相等於原來買價(註1)的折扣，化為現值計算。(註2)
  - 有關補價程序，請瀏覽房委會／房屋署網站([www.housingauthority.gov.hk](http://www.housingauthority.gov.hk))。

## G. 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 Kai Ying Court/ Ko Hei Court/ On Pak Court / Siu Wu Court / Yu Hing 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 1) under the last Deed of Assignment of the flat from the HA to an owner (the last 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 or let 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 1) of the flat and its initial market value as specified in the last assignment. In other words, the premium is calculated by applying the discount of the original purchase price (Note 1) to the prevailing market value. (Note 2)
  - Please refer to the HA/HD website ([www.housingauthority.gov.hk](http://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：

1. 原來買價相等於售價，及是指最後轉讓契據中所列明的單位購買價。
2. 有關計算補價的詳情，以轉讓契據的條款和政府租契所載的條款、契諾及條件為準。

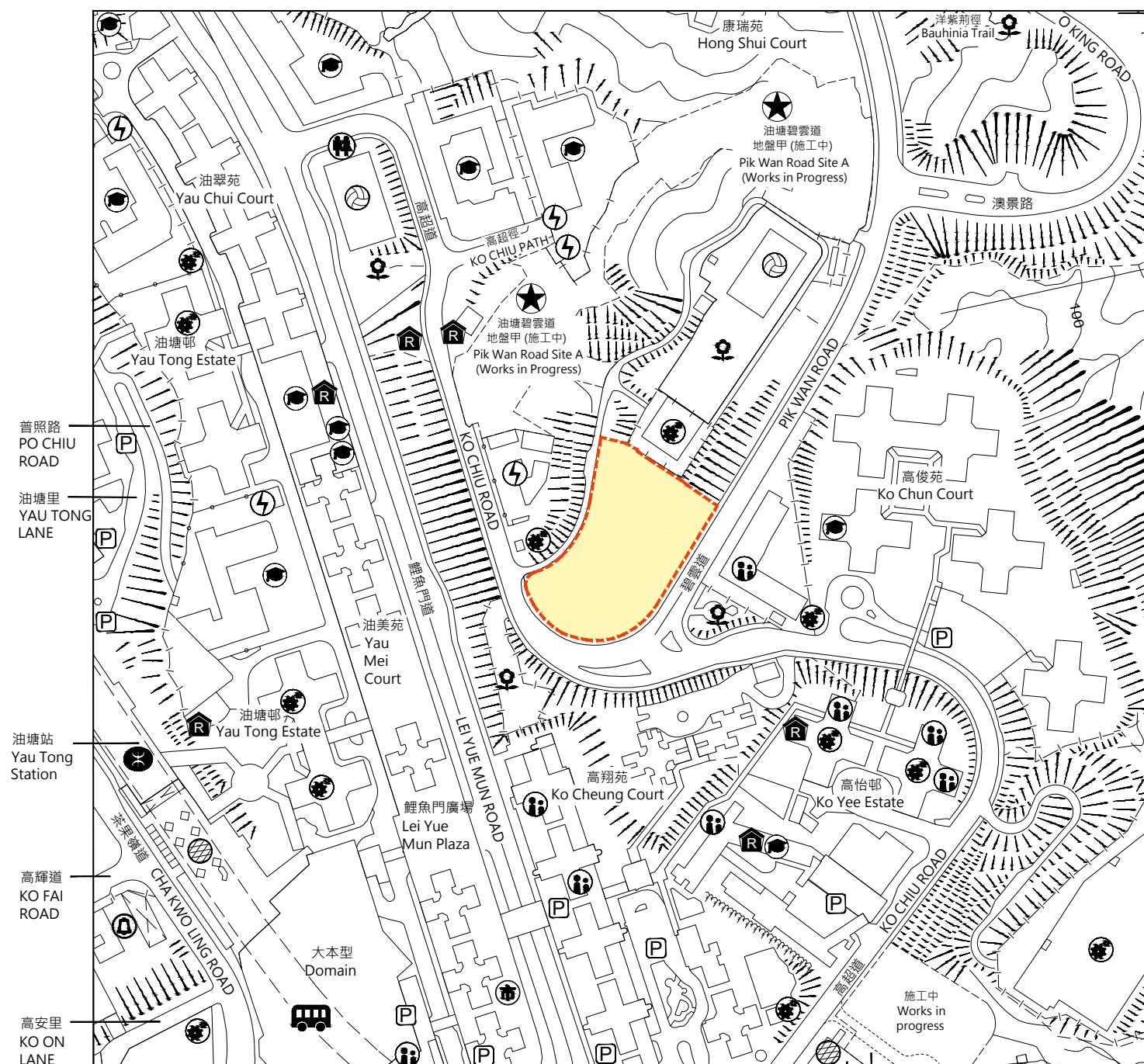
- (c) Purchasers should take note that the initial market value used to calculate the discount at the time of purchase is the market value prevailing at the date of the ASP. The sale price of flats in the current sale exercise, once fixed, will remain unchanged throughout the sale period. As there is 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).

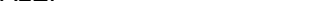
Notes:

1. Original purchase price is equal to the sale price and means the price of the flat as specified in the last assignment.
2. The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.



 高曦苑  
Ko Hei Court



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

## 圖例 NOTATION

	公眾停車場 (包括貨車停泊處) A Public Carpark (including a Lorry Park)		公園 A Public Park
	公用事業設施裝置 A Public Utility Installation		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)
	發電廠 (包括電力分站) A Power Plant (including Electricity Sub-stations)		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)
	學校 (包括幼稚園) A School (including a Kindergarten)		市場 (包括濕貨市場及批發市場) A Market (including a Wet Market and a Wholesale Market)
	公廁 A Public Convenience		香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway
	消防局 A Fire Station		體育設施 (包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)
	公共交通總站 (包括鐵路車站) A Public Transport Terminal (including a Rail Station)		興建中的房委會房屋項目 Housing Development of the HA under construction

此參考圖是參考地政總署測繪處於2025年2月2日出版之數碼地形圖(編號為T11-SE-B)及2025年2月13日出版之數碼地形圖(編號為T11-NE-D)製作,有需要處經修正處理。

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 Reference Plan is prepared with reference to the Digital Topographic Map No. T11-SE-B dated 2 February 2025 and the Digital Topographic Map No. T11-NE-D dated 13 February 2025 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

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

註：

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

Note:

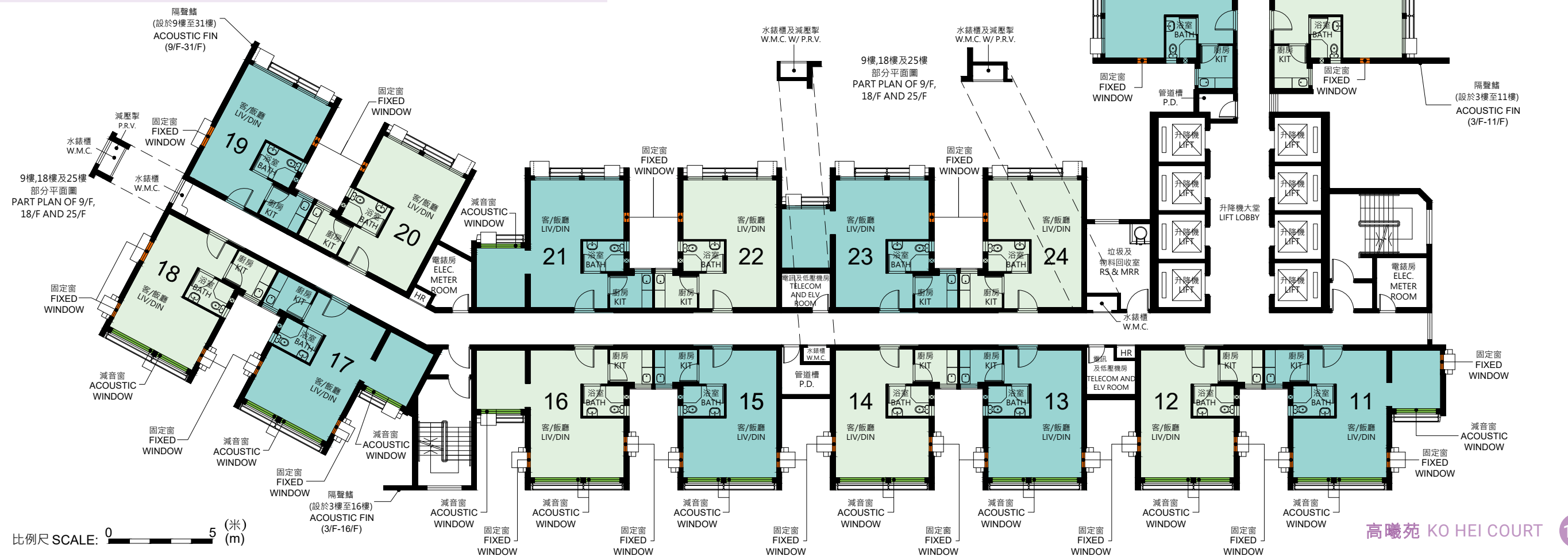
The Vendor advises purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.



## Reference Plan for Acoustic Windows and Fixed Windows of Flats in Ko Hei Court

## 圖例 NOTATION

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





網址 WEBSITE  
[www.housingauthority.gov.hk/hos/2024/KoHei](http://www.housingauthority.gov.hk/hos/2024/KoHei)

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



