出售居者有其屋計劃單位
SALE OF HOME OWNERSHIP SCHEME FLATS 2025



啟欣苑
Kai Yan Court

售樓說明書 SALES BROCHURE

01 一手住宅物業買家須知
Notes to Purchasers of First-hand Residential Properties

你在購置啟欣苑居者有其屋計劃(下稱「居屋」)單位之前，應留意下列事項：

1 重要資訊
- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽香港房屋委員會(下稱「房委會」)作為賣方就出售啟欣苑單位所指定的互聯網網站(下稱「指定網站」)(www.housingauthority.gov.hk/hos/2025/KaiYan)內的有關資訊，包括售樓說明書、價單及啟欣苑單位的成交紀錄冊。
- 啟欣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。
- 在指定網站內載有啟欣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、印花稅、由物業管理業監管局訂明所需繳付的徵款(如有)以及罰金(如有)。
- 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，你須付予房委會或啟欣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訂買賣協議手續時，可攜同總數為港幣六萬六仟元正(HK$66,000)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)，若上述銀行本票或「轉數快」方式繳付金額不足選購單位樓價的百分之五，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以銀行本票或「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訂買賣協議手續時，可攜同總數為港幣十三萬二仟元正(HK$132,000)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)，若上述銀行本票或「轉數快」方式繳付金額不足選購單位樓價的百分之十，定金餘額須即時以銀行本票、個人支票或「轉數快」方式繳付，不接受現金或公司支票付款。此外，買方亦可於簽訂買賣協議時以銀行本票或「轉數快」方式繳付全數所需定金。
- 如你擬選用名列於房委會核准名單內的銀行或財務機構提供的各類按揭貸款計劃，在簽訂買賣協議前，應先細閱有關價單及其他銷售文件內列出的按揭貸款安排資料。如就按揭貸款計劃的詳情有任何疑問，應在簽訂買賣協議前，直接向有關銀行或財務機構查詢。

You are advised to take the following steps before purchasing Home Ownership Scheme (HOS) flats in Kai Yan Court:

1 Important information
- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the Hong Kong Housing Authority (HA) as vendor for the sale of flats in Kai Yan Court (designated website) (www.housingauthority.gov.hk/hos/2025/KaiYan), including the sales brochure, price list and the register of transactions of the flats in Kai Yan Court.
- Sales brochure and price list for Kai Yan 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 Kai Yan 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, stamp duties, and the levy payable (if any) and penalty (if any) as prescribed by the Property Management Services Authority.
- 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 Kai Yan 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$66,000 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 or FPS 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 cashier's order or 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$132,000 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 or FPS 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 cashier's order or 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.

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

4 物業的面積及四周環境

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

5 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；

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

4 Property area and its surroundings

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

5 Sales brochure

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

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

6 政府批地文件和公契

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

7 售樓處內有關可供揀選住宅物業的資料

- 向居屋銷售小組查詢清楚有哪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哪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1頁的第3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，物業的買賣協議會載有條文，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，撤銷買賣協議受買賣協議的條款限制，包括你須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(包括印花稅(如有)及註冊費)。

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

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

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

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

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

8 Register of transactions

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

9 Agreement for sale and purchase

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

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

10 委聘律師

- 你應在參與選購單位前，自行委聘你屬意的律師行，代表你處理買樓交易，以保障你的利益。請注意，房委會所委聘的律師只代表房委會，並不能保障你的權益。如你自行委聘律師行，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。如你沒有自行委聘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。你須明白房委會的職員及房委會的律師並不會就有關買賣協議或與交易有關的任何其他事宜，向你提供任何法律意見。
- 比較不同律師的收費。
  (請參閱第82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

- 查閱售樓說明書中有關啟欣苑的預計關鍵日期。
  - 「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。
  - 售樓說明書中啟欣苑的預計關鍵日期並不等同買方的「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。
- 啟欣苑的收樓日期：
  - 房委會須於啟欣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/herself and all the members of his/her family named in the Application Form for the purchase of the property. If, without the prior written consent of the HA, any family member, including the purchaser, ceases to actually or permanently live in the property for whatsoever reason(s), the HA has the right to require the purchaser to assign the property back to the HA. The purchaser shall forthwith upon the written request of the HA (and in any event not later than 28 days from the date of the request or the date as specified by the HA, whichever is the later) execute an assignment (in the form to be prepared or approved by the HA in its sole and absolute discretion) of the property back to the HA free from encumbrances and on or before the purchaser's execution of the assignment, deliver to the HA vacant possession of the property at the costs and expenses of the purchaser.

10 Appointment of solicitor

- Before attending flat selection, you are urged to appoint a separate firm of solicitors of your choice to act for you in relation to the transaction to protect your interests. 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 you any legal advice 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 82)

For first-hand uncompleted residential properties

11 Estimated material date and handing over date

- Check the estimated material date for Kai Yan 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 Kai Yan 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 Kai Yan Court:
  - The HA shall apply in writing for an occupation document (i.e. Occupation Permit) in respect of Kai Yan 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啟欣苑。
  - 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

- 有關啟欣苑居屋單位的轉讓限制，請參閱第113頁至第114頁。
- 本銷售計劃下出售的啟欣苑居屋單位的使用、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 Kai Yan 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 Kai Yan Court, please refer to page 113 to page 114.
- The use, occupation and alienation restrictions (including restrictions on assignment or letting) of HOS flats in Kai Yan Court under the current sale exercise are subject to the terms, covenants, conditions and relevant requirements contained in the Government lease, the ASP and the Deed of Assignment.

Other useful contacts:

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

02 發展項目的資料
Information on the Development

發展項目名稱	Name of the Development
啟欣苑	Kai Yan Court
街道名稱及門牌號數	**Name of street and street number**
沐禮街6號	6 Muk Lai Street
樓層總數	**Total number of storeys**
A座：43層(包括地庫(停車場)、地下及天台) B座：42層(包括地下及天台)	Block A: 43 storeys (including basement (carpark), ground floor and roof) Block B: 42 storeys (including ground floor and roof)
樓層號數	**Floor numbering**
A座：地庫、地下、1樓至40樓及天台 B座：地下、1樓至40樓及天台	Block A: B/F, G/F, 1/F to 40/F and roof Block B: G/F, 1/F to 40/F and roof
被略去的樓層號數	**Omitted floor numbers**
不適用	Not applicable
庇護層	**Refuge floor**
A座：置於天台 B座：置於天台	Block A: Located on roof Block B: Located on roof

註：啟欣苑已於2024年12月13日獲發佔用文件(即佔用許可證)。

Note: An occupation document (i.e. Occupation Permit) of Kai Yan Court was obtained on 13 December 2024.

03 賣方及有參與發展項目的其他人的資料
Information on Vendor and Others Involved in the Development

賣方	Vendor
香港房屋委員會	Hong Kong Housing Authority
委任建築師	**Appointed architect**
房屋署總建築師(四)	Chief Architect (4), Housing Department
承建商	**Building contractor**
安保工程有限公司	Able Engineering Company Limited
代表賣方的律師事務所	**Firm(s) of solicitors acting for the vendor**
杜偉強律師事務所、高露雲律師行、劉漢銓律師行	W. K. To & Co.; Wilkinson & Grist; Chu & Lau
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	**Authorised institution that has made a loan, or has undertaken to provide finance, for the construction of the Development**
不適用	Not applicable
已為發展項目的建造提供貸款的任何其他人	**Any other person who has made a loan for the construction of the Development**
不適用	Not applicable

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

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

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

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

發展項目有構成圍封牆的一部分的非結構的預製外牆。

非結構的預製外牆的厚度範圍：

A座: 150毫米– 200毫米

B座: 150毫米– 200毫米

每個住宅物業的非結構的預製外牆的總面積：

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

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

Block A: 150mm – 200mm

Block B: 150mm – 200mm

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

座數 Block	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.)
A座 Block A	1樓 – 40樓 1/F – 40/F	1, 2, 3, 4, 12, 13, 15, 16, 18, 19	0.553
		5, 10, 11, 14, 20, 21, 26	1.042
		6, 9, 17, 22, 25	0.716
		7, 8, 23, 24	0.760
B座 Block B	1樓 – 40樓 1/F – 40/F	1, 4, 11, 14	0.553
		2, 3, 6, 9, 12, 13, 16, 19	0.716
		5, 10, 15, 20	1.042
		7, 8, 17, 18	0.760

構成圍封牆的一部分的幕牆：

不適用

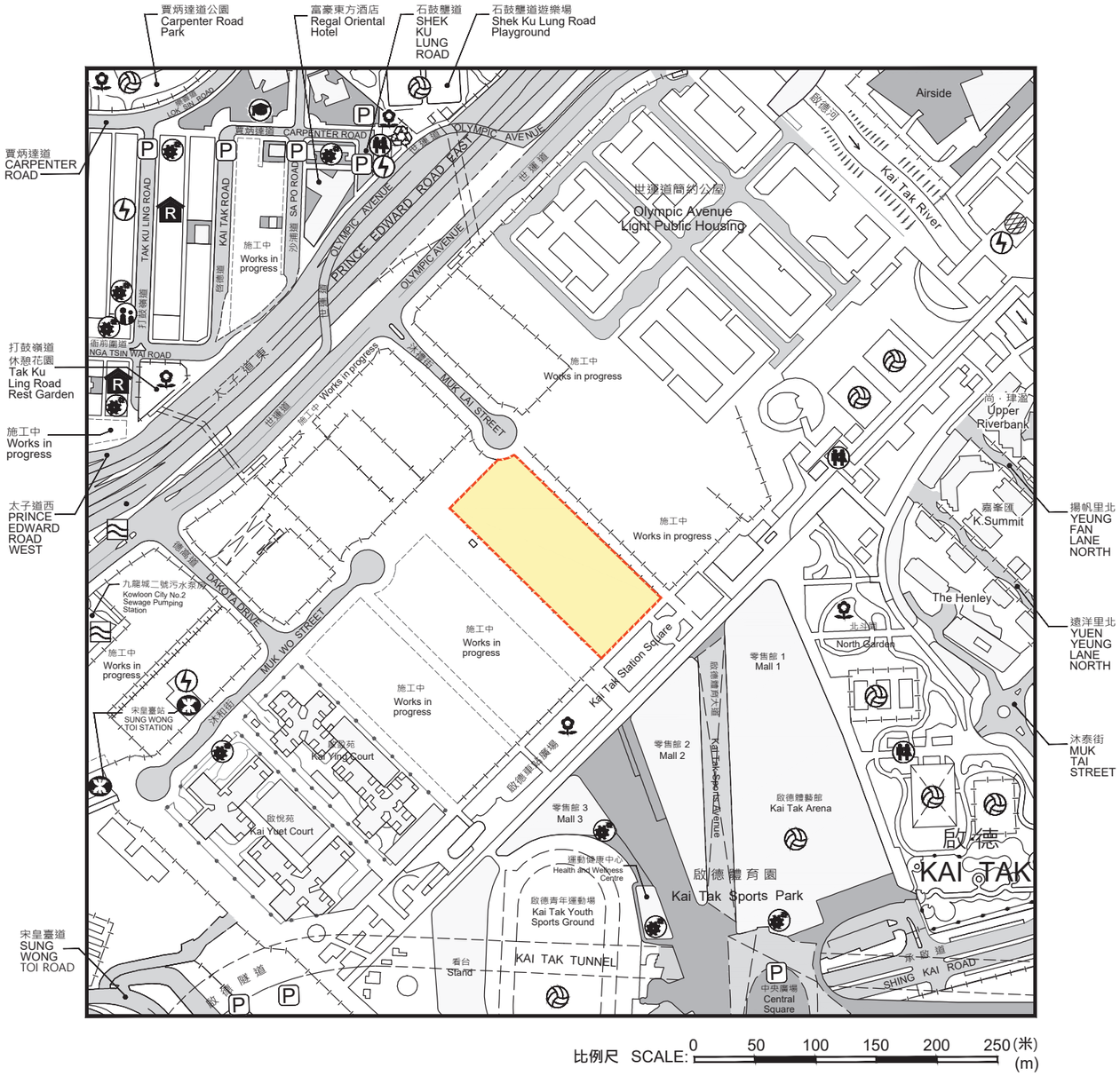
Curtain walls forming part of the enclosing walls:

Not applicable

06 物業管理的資料
Information on Property Management

根據已簽立的公契獲委任的該發展項目的管理人	The Manager of the Development appointed under the Deed of Mutual Covenant that has been executed
香港房屋委員會	Hong Kong Housing Authority

07 發展項目的所在位置圖
Location Plan of the Development



N

啟欣苑
Kai Yan Court

圖例 NOTATION

體育設施(包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)	公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)
公園 A Public Park	發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)
公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)	公用事業設施裝置 A Public Utility Installation
垃圾收集站 A Refuse Collection Point	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)
污水處理廠及設施 Sewage Treatment Works and Facilities	宗教場所(包括教堂、廟宇及祠堂) A Religious Institution (including a Church, a Temple and a Tsz Tong)
公廁 A Public Convenience	香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway
學校(包括幼稚園) A School (including a Kindergarten)	

此位置圖是參考地政總署測繪處於2026年7月16日及2026年7月3日出版之數碼地形圖(編號分別為T11-NE-A及T11-NE-C)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 Location Plan is prepared with reference to the Digital Topographic Map No. T11-NE-A and T11-NE-C dated 16 July 2026 and 3 July 2026 respectively 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.

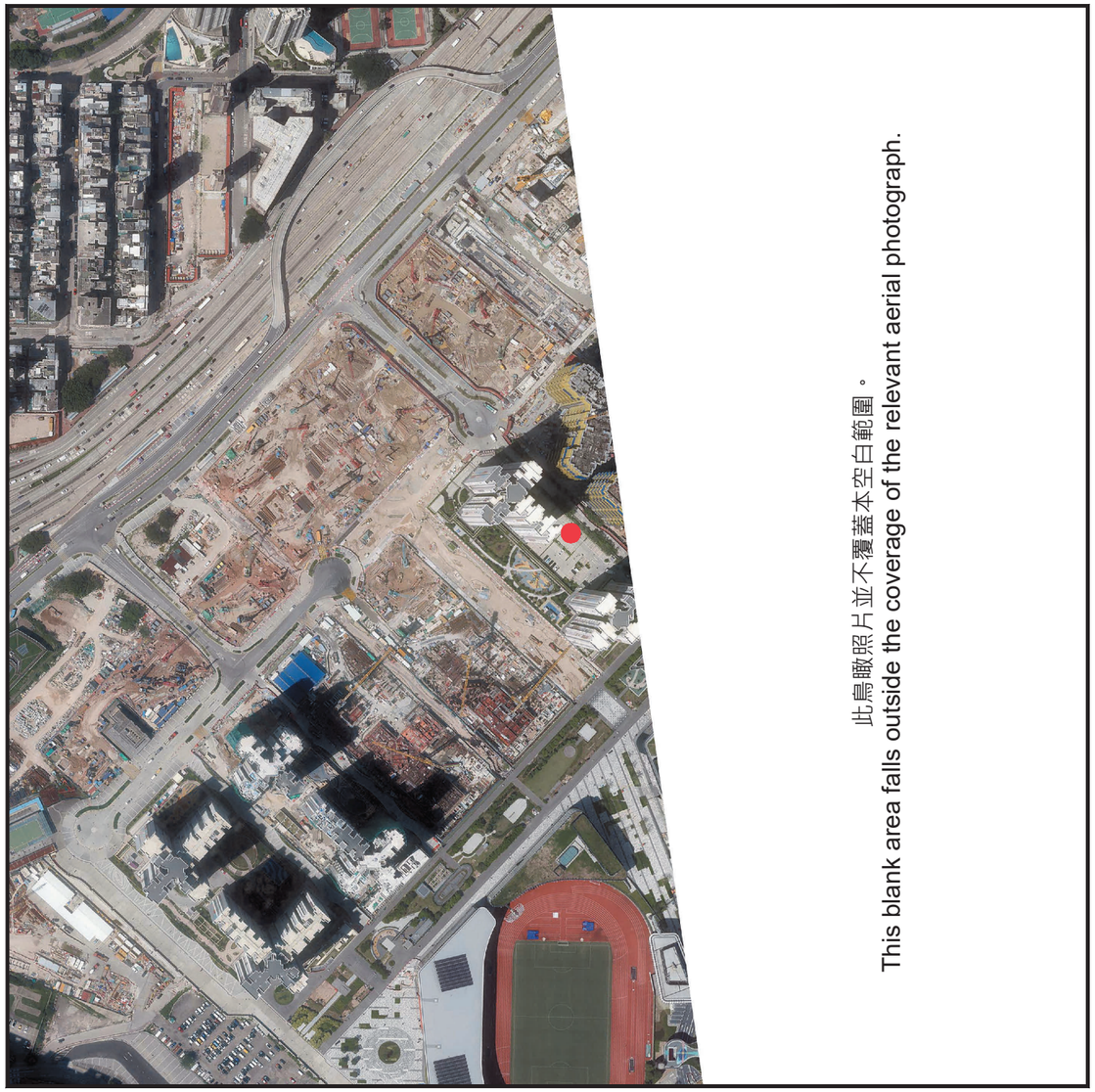
註：

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

Notes:

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

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



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● 啟欣苑
Kai Yan Court

摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E261379C。

照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E261379C, dated 13 September 2025.

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

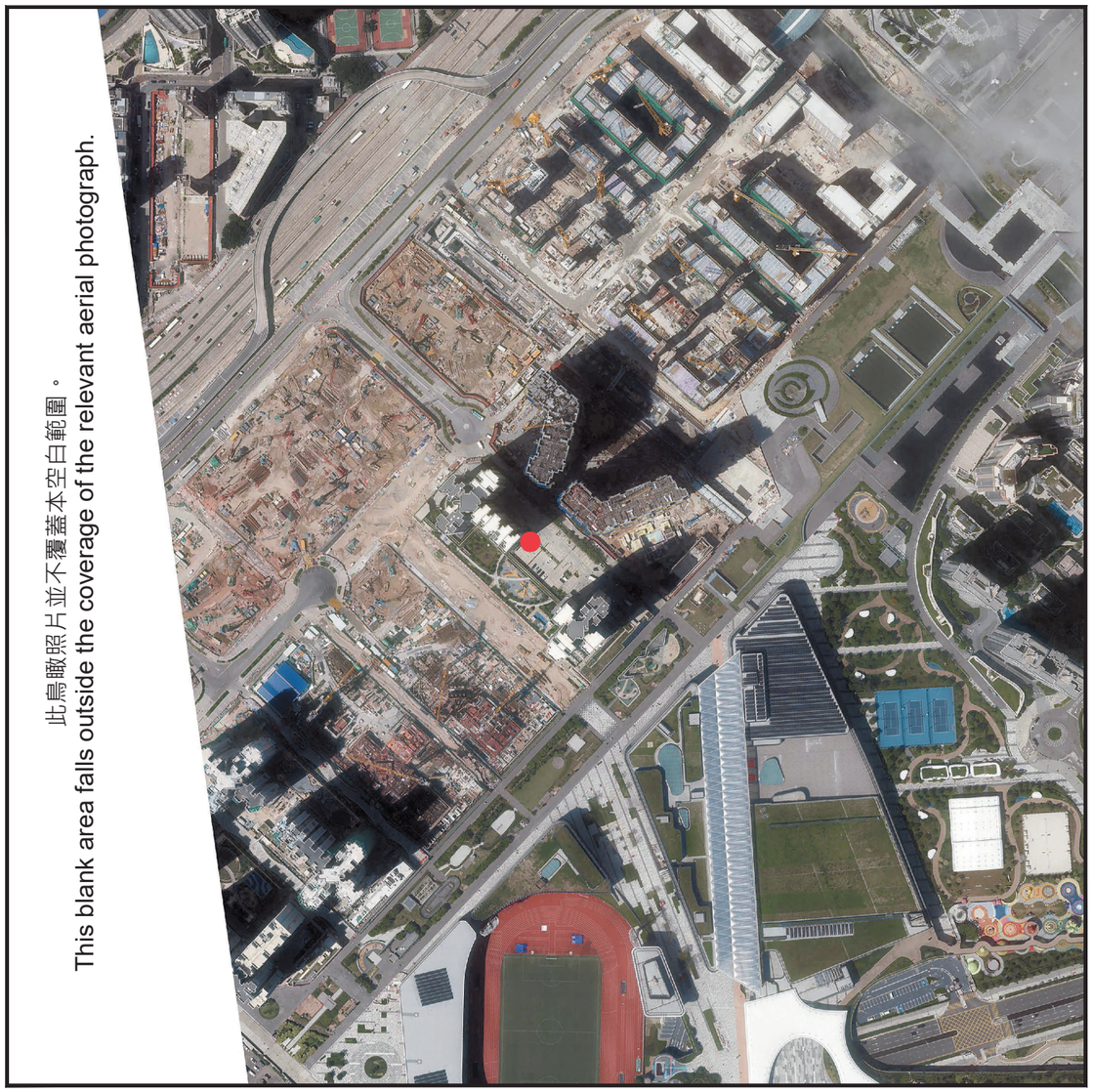
註：

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

Notes:

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

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



N

● 啟欣苑
Kai Yan Court

摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E261377C。

照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E261377C, dated 13 September 2025.

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.

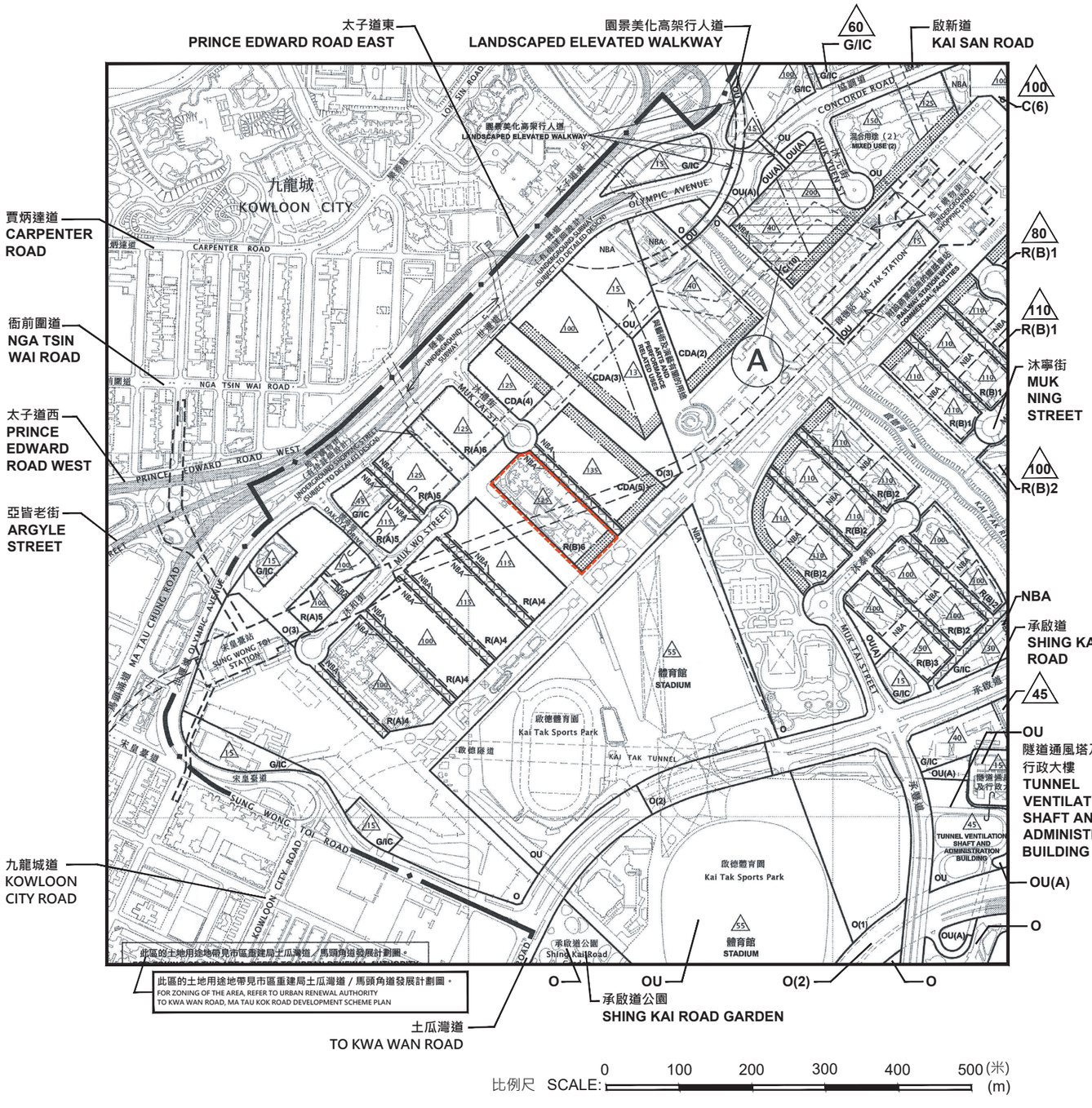
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09 關乎發展項目的分區計劃大綱圖
Outline Zoning Plan Relating to the Development



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Kai Yan Court

圖例 NOTATION

地帶 ZONES					
C	商業	Commercial	G/IC	政府、機構或社區	Government, Institution or Community
CDA	綜合發展區	Comprehensive Development Area	O	休憩用地	Open Space
R(A)	住宅(甲類)	Residential (Group A)	OU	其他指定用途	Other Specified Uses
R(B)	住宅(乙類)	Residential (Group B)	OU(A)	其他指定用途(美化市容地帶)	Other Specified Uses (Amenity Area)

交通 COMMUNICATIONS			
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)	行人專用區或街道	Pedestrian Precinct / Street
主要道路及路口	Major Road and Junction		

其他 MISCELLANEOUS			
規劃範圍界線	Boundary of Planning Scheme	PFS 加油站	Petrol Filling Station
市區重建局發展計劃圖範圍	Urban Renewal Authority Development Scheme Plan Area	只限於指定為「商店及服務行業」和「食肆」用途的地區	Area Designated for 'Shop and Services' and 'Eating Place' Uses only
建築物高度管制區界線	Building Height Control Zone Boundary	指定為「海濱長廊」的地區	Area Designated for 'Waterfront Promenade'
15 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)	NBA 非建築用地	Non-Building Area

摘錄自2026年7月17日刊憲之啟德分區計劃大綱草圖，圖則編號為S/K22/9。

Adopted from part of the draft Kai Tak Outline Zoning Plan No. S/K22/9 gazetted on 17 July 2026.

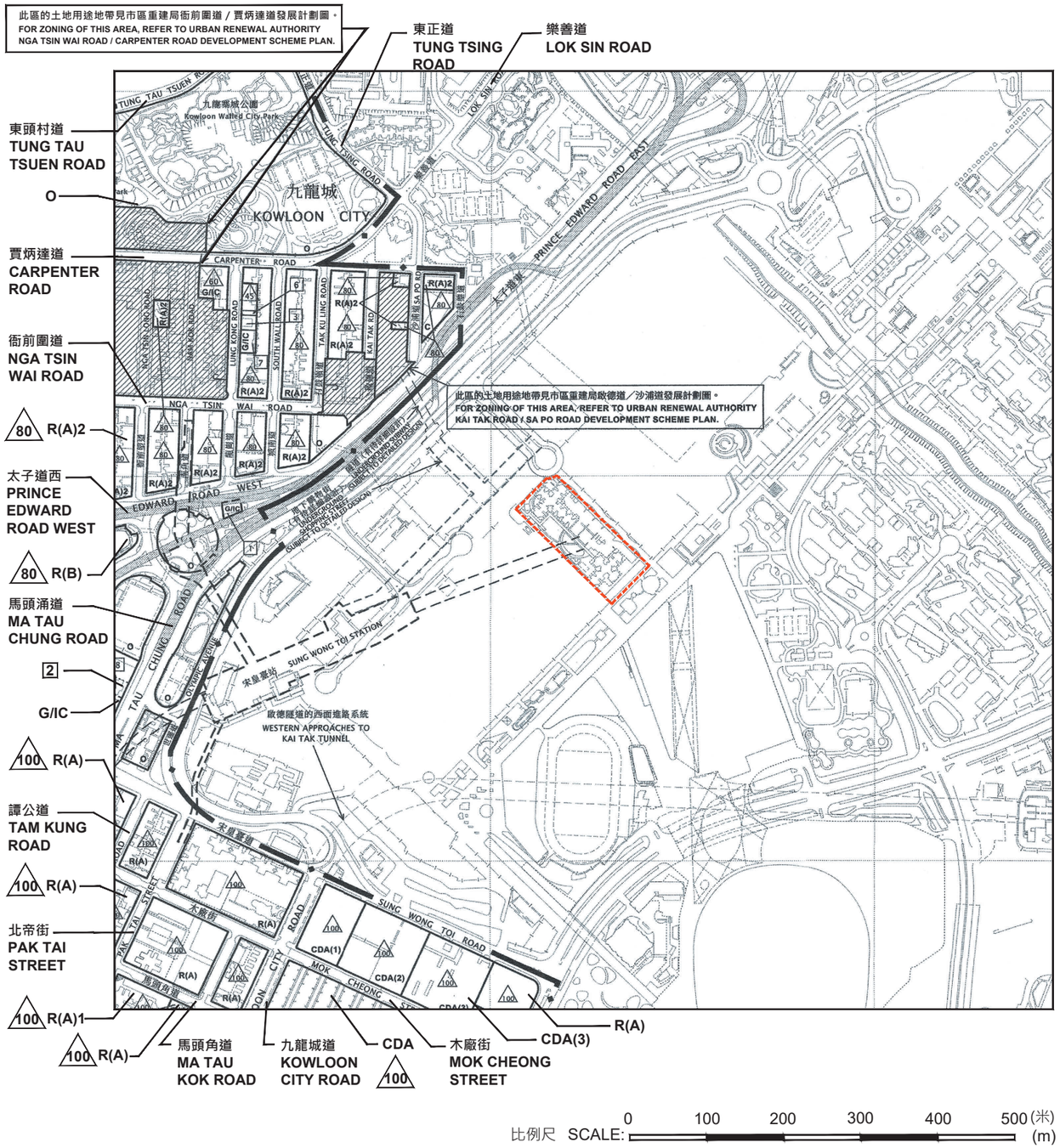
註：

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

Notes:

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

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



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Kai Yan Court

圖例 NOTATION

地帶 ZONES			
C 商業	Commercial	R(E) 住宅(戊類)	Residential (Group E)
CDA 綜合發展區	Comprehensive Development Area	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)	OU 其他指定用途	Other Specified Uses

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

其他 MISCELLANEOUS			
規劃範圍界線	Boundary of Planning Scheme	100 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)
市區重建局發展計劃圖範圍	Urban Renewal Authority Development Scheme Plan Area	8 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		

摘錄自2025年12月24日刊憲之馬頭角分區計劃大綱草圖，圖則編號為S/K10/31。

Adopted from part of the draft Ma Tau Kok Outline Zoning Plan No. S/K10/31 gazetted on 24 December 2025.

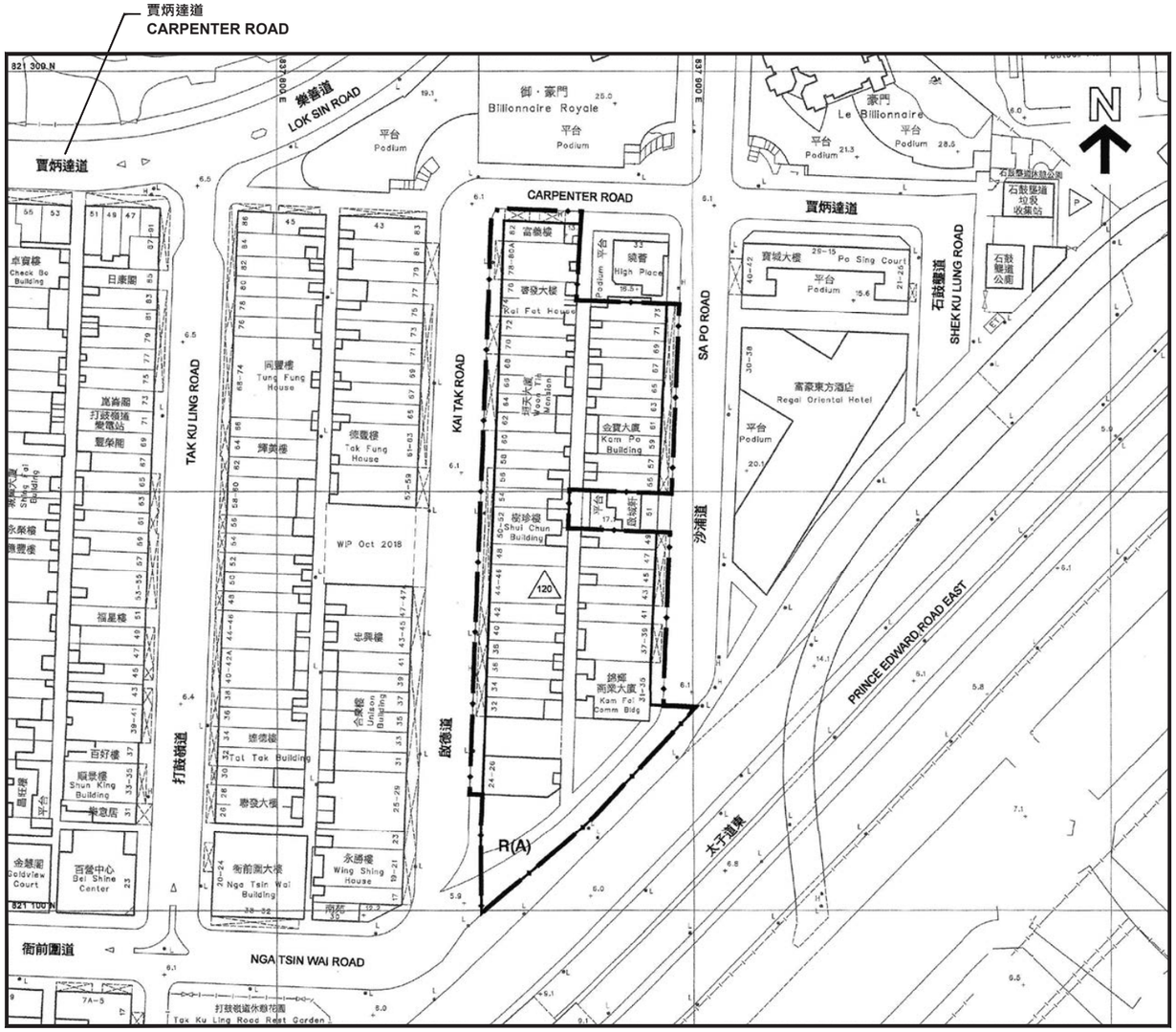
註：

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

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



比例尺 SCALE: 0 20 40 60 80 100 (米) (m)

圖例 NOTATION

	發展計劃範圍界線	Boundary of Development Scheme
R(A)	住宅(甲類)	Residential (Group A)
120	最高建築物高度 (在主水平基準上若干米)	Maximum Building Height (in metres above Principal Datum)

摘錄自2020年10月9日刊憲之市區重建局啟德道 / 沙浦道發展計劃核准圖，圖則編號為S/K10/URA1/2。

Adopted from the approved Urban Renewal Authority Kai Tak Road / Sa Po Road Development Scheme Plan No. S/K10/URA1/2, gazetted on 9 October 2020.

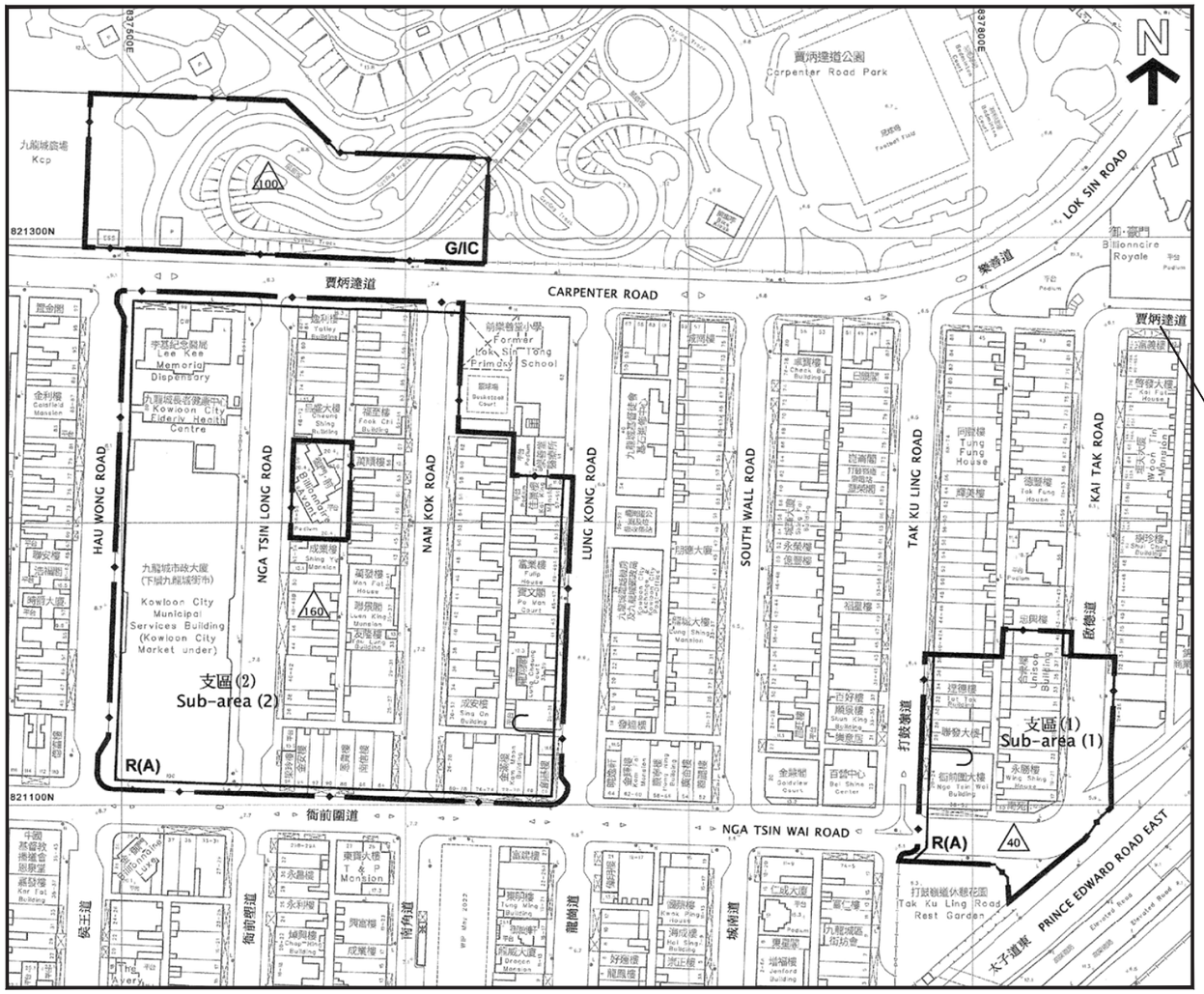
註：

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。
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Notes:

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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.
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4. The latest version of Outline Zoning Plan as at the date of printing of the sales brochure is available for free inspection during opening hours at the HA Customer Service Centre.

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



圖例 NOTATION

	發展計劃範圍界線	Boundary of Development Scheme
R(A)	住宅(甲類)	Residential (Group A)
G/IC	政府、機構或社區	Government, Institution or Community
	主要道路及路口	Major Road and Junction
160	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)

賈炳達道
CARPENTER ROAD

摘錄自2023年9月8日刊憲之市區重建局衙前圍道 / 賈炳達道發展計劃核准圖，圖則編號為S/K10/URA3/2。

Adopted from the approved Urban Renewal Authority Nga Tsin Wai Road / Carpenter Road Development Scheme Plan No. S/K10/URA3/2, gazetted on 8 September 2023.

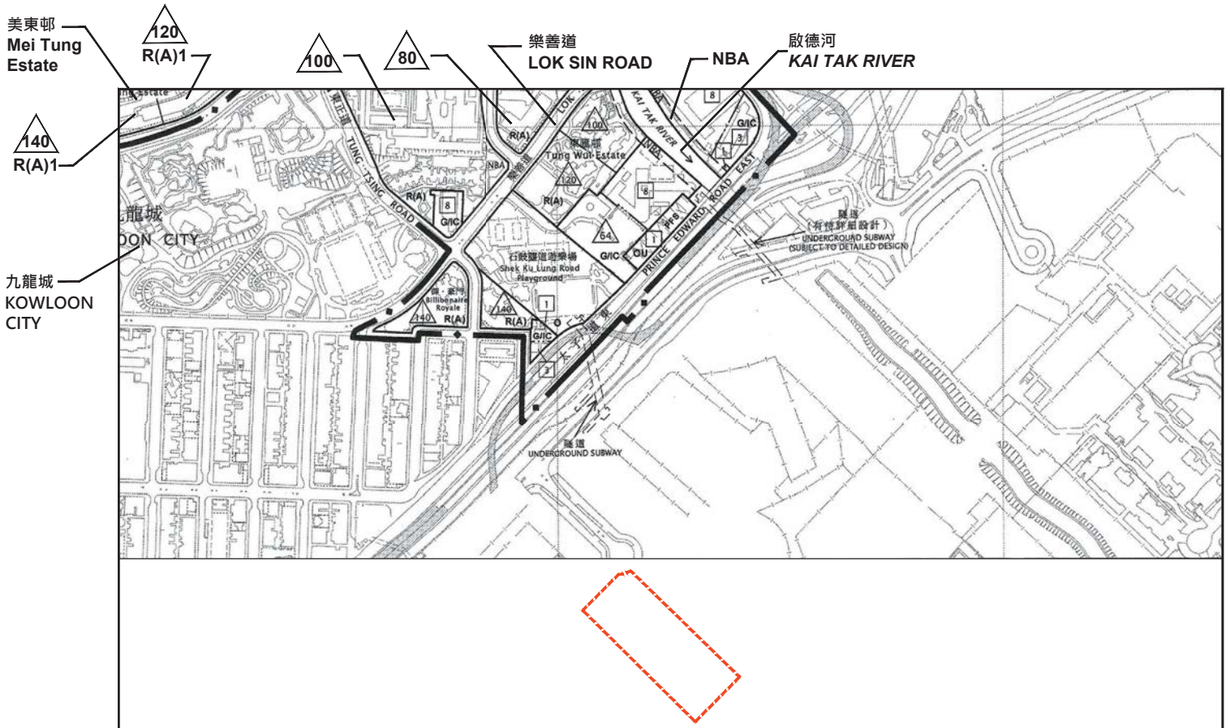
註：

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



本空白範圍位於發展項目的界線的500米以內，但並不被有關分區計劃大綱圖覆蓋。
This blank area which situates within 500 metres from the boundary of the Development falls outside the coverage of the relevant Outline Zoning Plan.

比例尺 SCALE: 0 100 200 300 400 500 (米) (m)

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Kai Yan Court

圖例 NOTATION

地帶 ZONES					
C	商業	Commercial	O	休憩用地	Open Space
R(A)	住宅(甲類)	Residential (Group A)	OU	其他指定用途	Other Specified Uses
G/IC	政府、機構或社區	Government, Institution or Community	GB	綠化地帶	Green Belt
交通 COMMUNICATIONS					
車站 (STATION)	鐵路及車站(地下)	Railway and Station (Underground)		高架道路	Elevated Road
	主要道路及路口	Major Road and Junction			
其他 MISCELLANEOUS					
	規劃範圍界線	Boundary of Planning Scheme	8	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	PFS	加油站	Petrol Filling Station
100	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)	NBA	非建築用地	Non-Building Area

摘錄自2023年5月5日刊憲之橫頭磡及東頭分區計劃大綱核准圖，圖則編號為S/K8/25。

Adopted from part of the approved Wang Tau Hom & Tung Tau Outline Zoning Plan No. S/K8/25 gazetted on 5 May 2023.

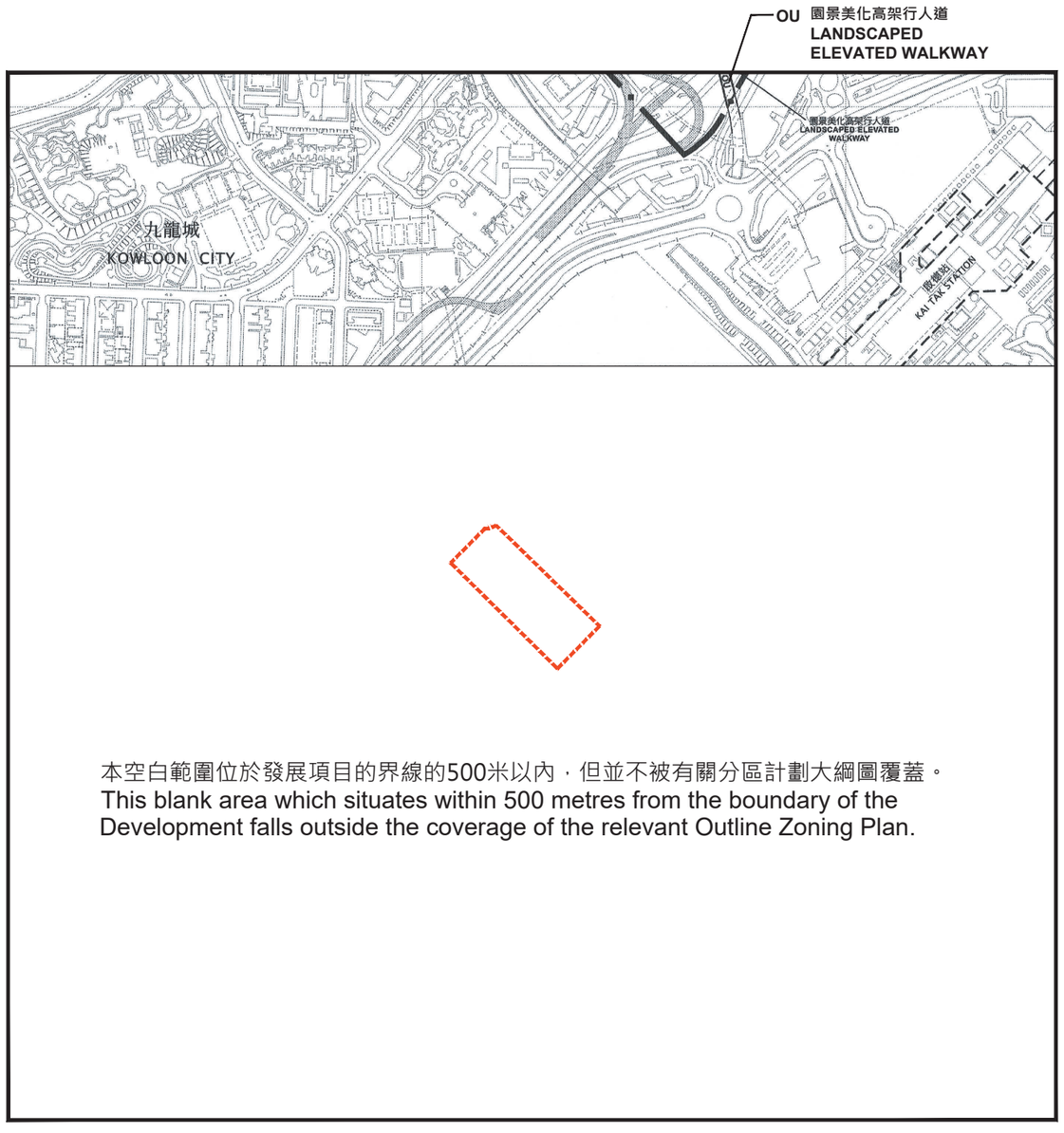
註：

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

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



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Kai Yan Court

圖例 NOTATION

地帶 ZONES			
CDA 綜合發展區	Comprehensive Development Area	O 休憩用地	Open Space
R(A) 住宅(甲類)	Residential (Group A)	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
G/IC 政府、機構或社區	Government, Institution or Community		
交通 COMMUNICATIONS			
鐵路及車站(地下)	Railway and Station (Underground)	高架道路	Elevated Road
主要道路及路口	Major Road and Junction		
其他 MISCELLANEOUS			
規劃範圍界線	Boundary of Planning Scheme	8 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	NBA 非建築用地	Non-Building Area
100 最高建築物高度(在主水平基準上若干米)	Maximum Building Height (in metres above Principal Datum)		

摘錄自2026年5月15日刊憲之慈雲山、鑽石山及新蒲崗分區計劃大綱草圖，圖則編號為S/K11/32。

Adopted from part of the draft Tsz Wan Shan, Diamond Hill & San Po Kong Outline Zoning Plan No. S/K11/32 gazetted on 15 May 2026.

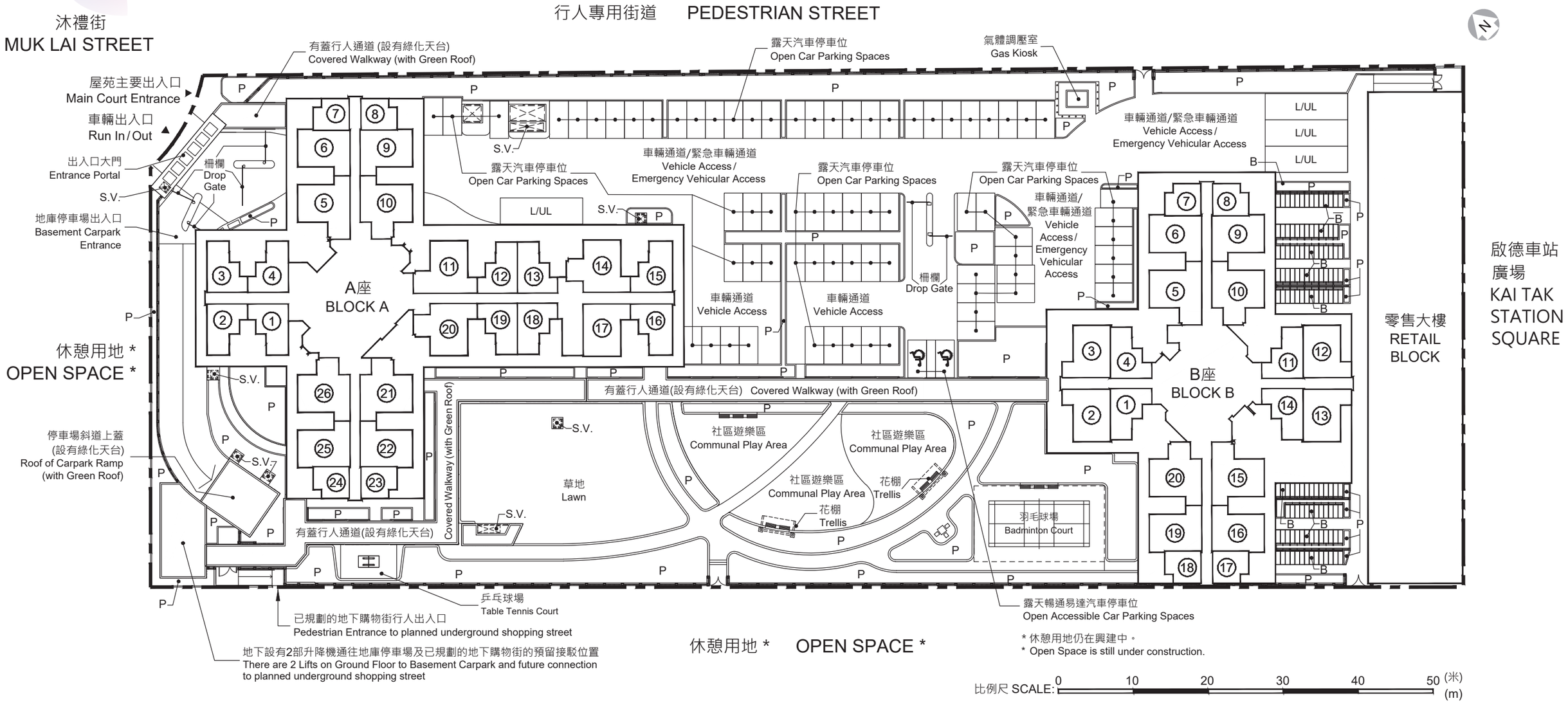
註：

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

Notes:

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

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



圖例 NOTATION

——·—·——	地界 Lot Boundary	P	花槽 Planter
①	A座1樓–40樓單位室號 Block A Flat Number on 1/F–40/F B座1樓–40樓單位室號 Block B Flat Number on 1/F–40/F	S.V.	排煙口 Smoke Vent
B	露天單車停車位 Open Bicycle Parking Spaces	L/UL	露天上落客貨停車位 Open Loading / Unloading Spaces

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

A座1樓平面圖 • Block A 1/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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM & ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
	簷篷/平台	Canopy/Flat Roof
	罩屋	Dog House

1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及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)

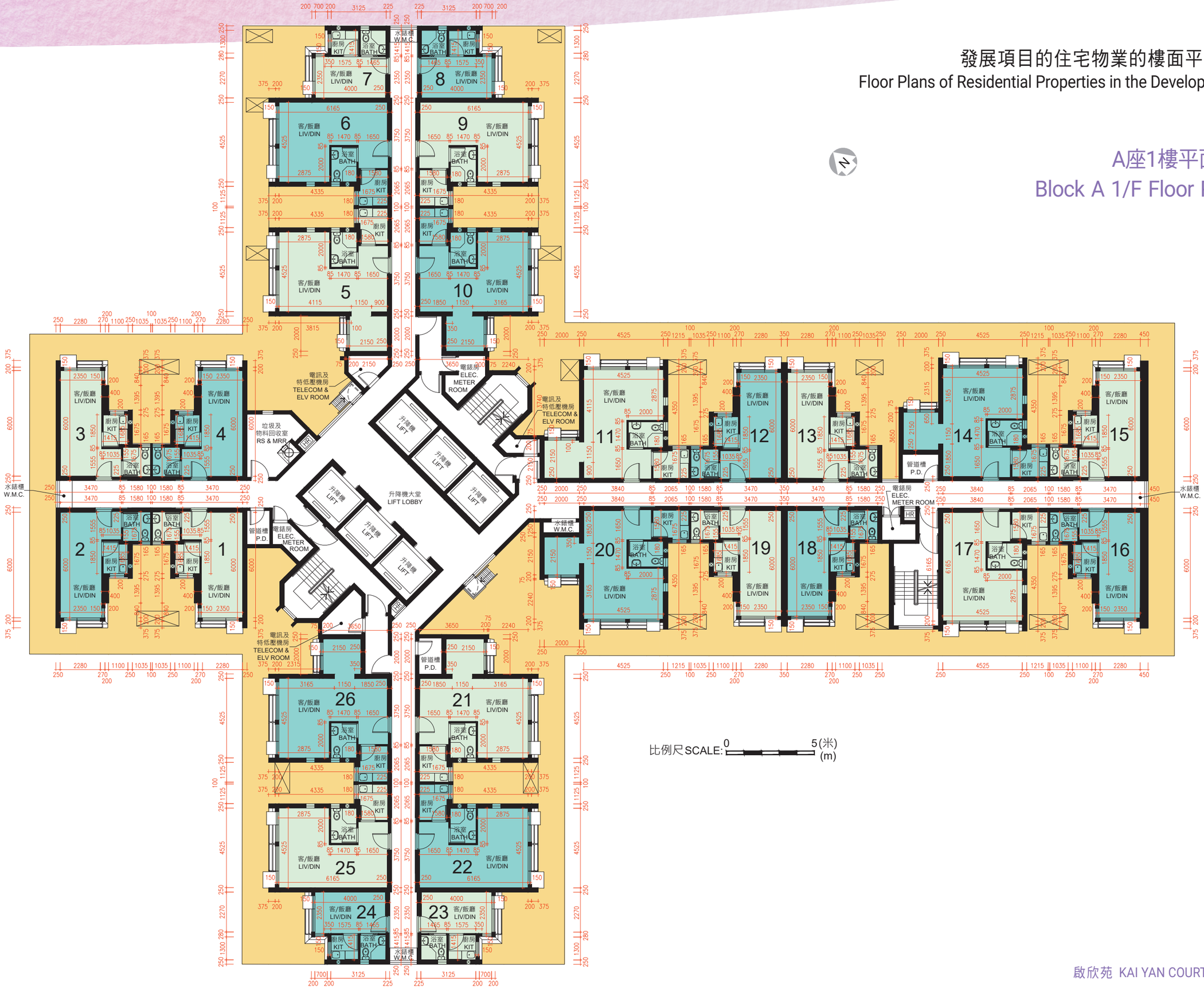
1. The floor-to-floor height of each residential property is 2.75m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 250mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower 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.

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

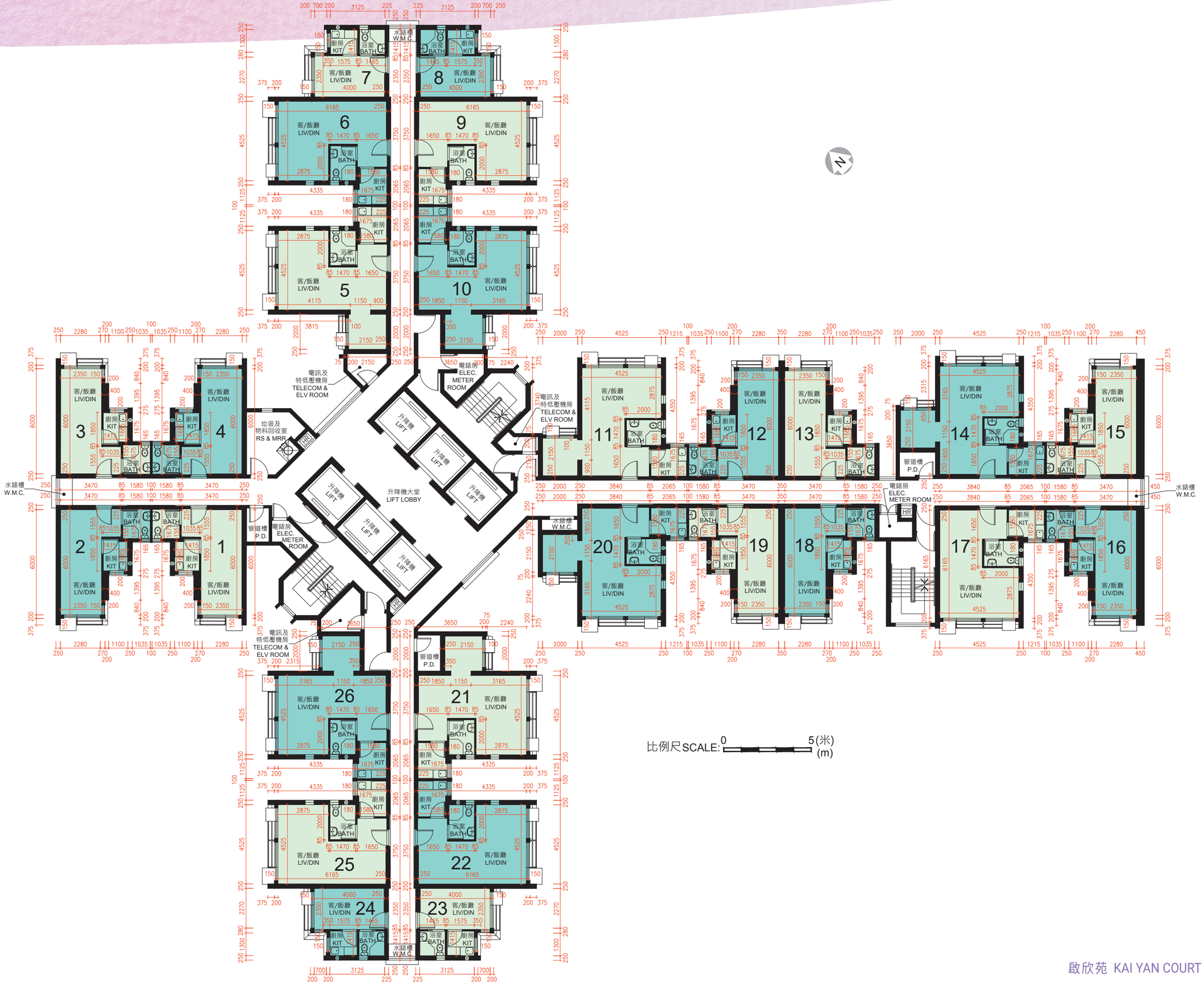
A座1樓平面圖
Block A 1/F Floor Plan



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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM & ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room


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客/飯廳 LIV/DIN
浴室 BATH
廚房 KIT
水錶槽 W.M.C.
電訊及特低壓機房 TELECOM & ELV ROOM
電錶房 ELEC. METER ROOM
垃圾及物料回收室 RS & MRR
升降機 LIFT
升降機大堂 LIFT LOBBY
管道槽 P.D.
HR
N
比例尺SCALE: 0 5(米) (m)

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

B座1樓平面圖 • Block B 1/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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM & ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room
	簷篷/平台	Canopy/Flat Roof
	罩屋	Dog House

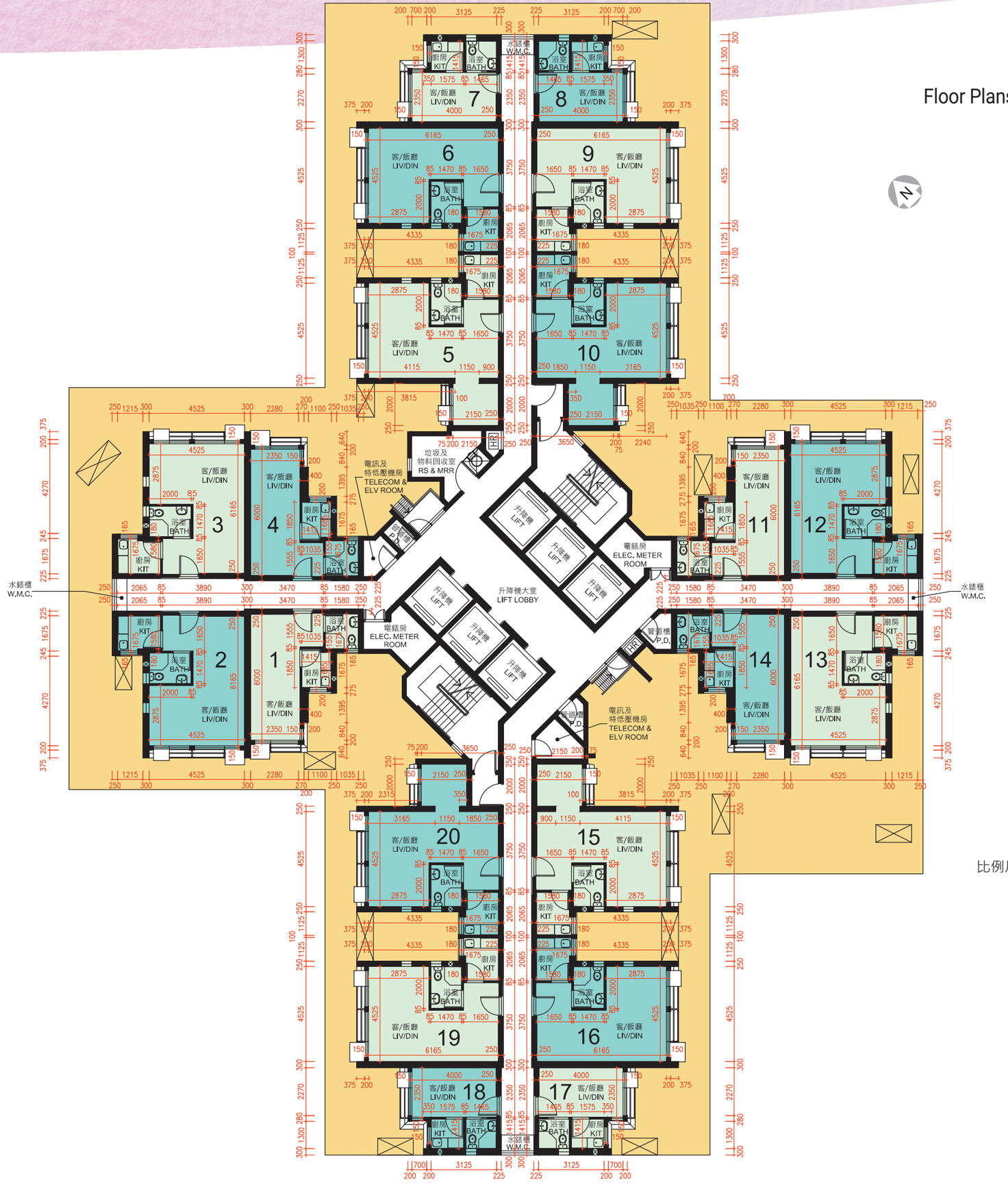
1. 每個住宅物業的層與層之間的高度為2.75米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及250毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

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 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.

B座1樓平面圖
Block B 1/F Floor Plan



比例尺SCALE: 0 5(米) (m)

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

B座2樓–40樓平面圖 • Block B 2/F–40/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
W.M.C.	水錶櫃	Water Meter Cupboard
TELECOM & ELV ROOM	電訊及特低壓機房	Telecommunications and Extra Low Voltage Room

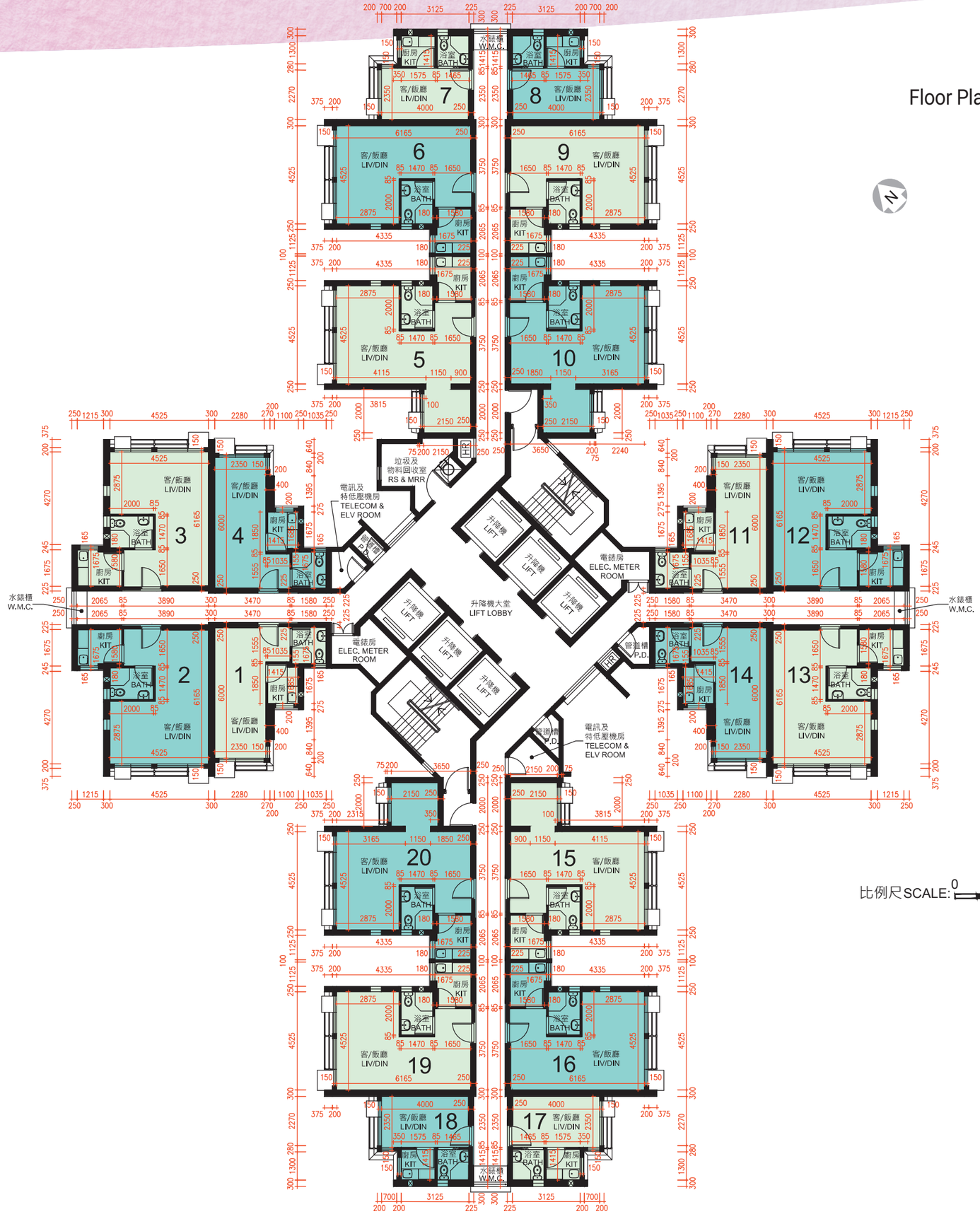
1. 每個住宅物業的層與層之間的高度為2.75米(40樓除外)。40樓每個住宅物業的層與層之間的高度為2.79米。
2. 每個住宅物業的樓板(不包括灰泥)的厚度為160毫米及250毫米(40樓除外)。40樓每個住宅物業的樓板(不包括灰泥)的厚度為200毫米及290毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(不適用於該發展項目)

1. The floor-to-floor height of each residential property is 2.75m (except 40/F). The floor-to-floor height of each residential property on 40/F is 2.79m.
2. The thicknesses of the floor slabs (excluding plaster) of each residential property are 160mm and 250mm (except 40/F). The thicknesses of the floor slabs (excluding plaster) of each residential property on 40/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.

B座2樓–40樓平面圖
Block B 2/F–40/F Floor Plan



比例尺SCALE: 0 5(米) (m)

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

物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
A座 Block A	1樓 – 40樓 1/F – 40/F	1, 2, 3, 4	**26.7 (287)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5, 10, 21, 26	**41.5 (447)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		6, 9, 22, 25	**35.1 (378)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		7, 8, 23, 24	**17.3 (186)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		11, 14, 20	**41.6 (448)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		12, 19	**26.2 (282)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		13, 18	**26.6 (286)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		15, 16	**28.0 (301)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		17	**35.8 (385)** 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.

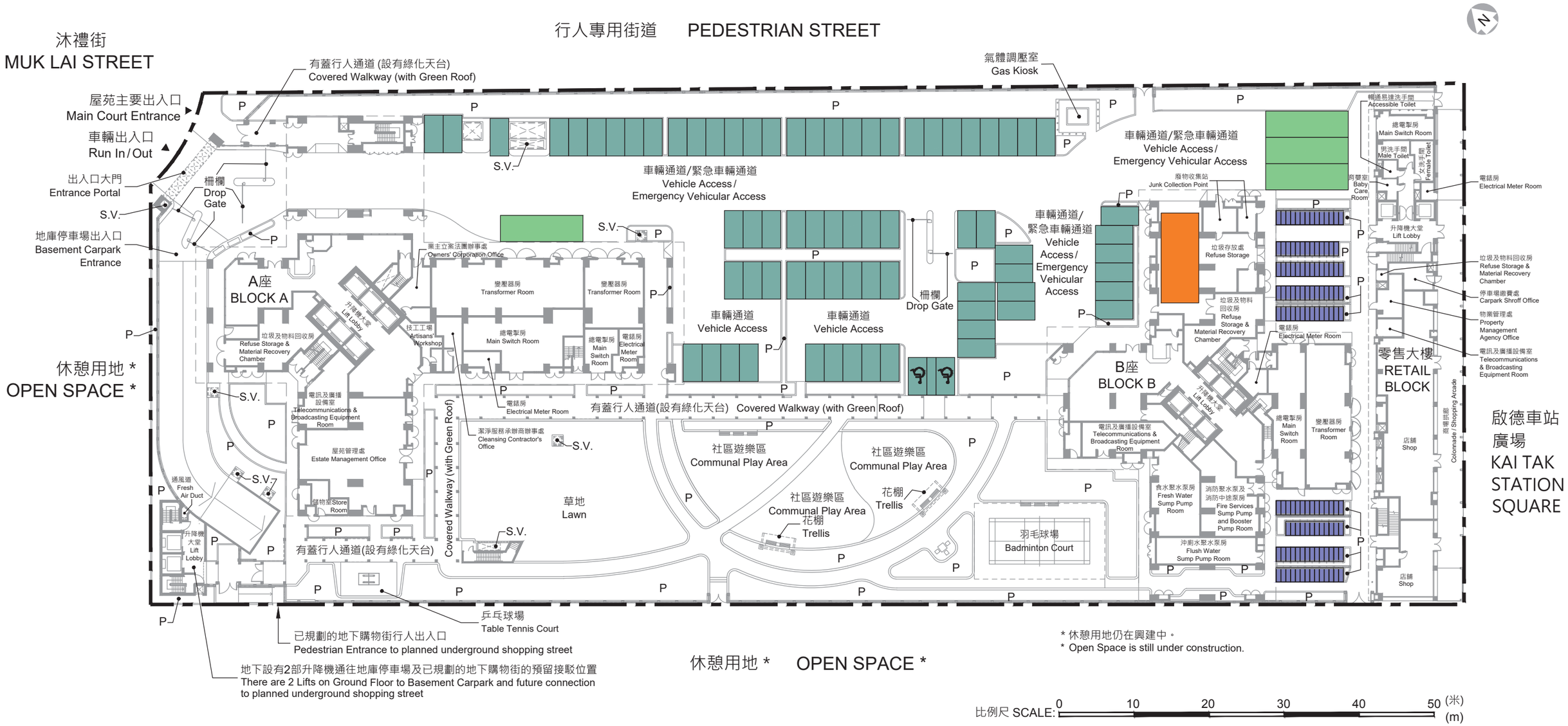
物業的描述 Description of Residential Property			實用面積(包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
B座 Block B	1樓 – 40樓 1/F – 40/F	1, 4, 11, 14	**26.5 (285)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		2, 3, 12, 13	**35.9 (386)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		5, 10, 15, 20	**41.5 (447)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		6, 9, 16, 19	**35.4 (381)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
		7, 8, 17, 18	**17.6 (189)** 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

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

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

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

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



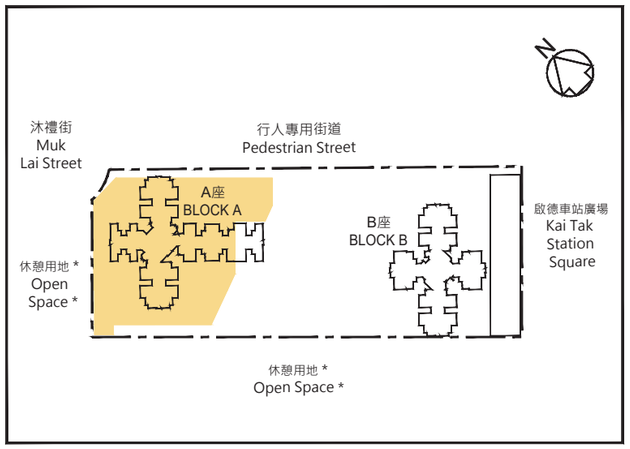
圖例 NOTATION

—·—·—	地界	Lot Boundary
P	花槽	Planter
S.V.	排煙口	Smoke Vent

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	72	5.0 x 2.5	12.50
	露天汽車停車位 (暢通易達汽車停車位) Open Car Parking Spaces (Accessible Car Parking Spaces)	2	5.0 x 3.5	17.50
	露天單車停車位 Open Bicycle Parking Spaces	123	1.9 x 0.64	1.22
	露天上落客貨停車位 Open Loading and Unloading Bays	4	11.0 x 3.5	38.50
	有蓋垃圾車專用車位 Covered Loading and Unloading Space Reserved for Refuse Collection Vehicles	1	12.0 x 5.0	60.00

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

地庫停車位平面圖
Floor Plan of Parking Spaces on Basement Floor



指示圖 KEY PLAN

* 休憩用地仍在興建中。

* Open Space are still under construction.



圖例 NOTATION

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.)
	地庫停車場汽車停車位 Basement Carpark Car Parking Spaces	64	5.0 x 2.5	12.50
♿	地庫停車場汽車停車位 (暢通易達汽車停車位) Basement Carpark Car Parking Spaces (Accessible Car Parking Spaces)	2	5.0 x 3.5	17.50
	地庫停車場電單車停車位 Basement Carpark Motorcycle Parking Spaces	17	2.4 x 1.0	2.40

14 臨時買賣合約的摘要
Summary of Preliminary Agreement for Sale and Purchase

不適用　Not applicable

15 公契的摘要
Summary of Deed of Mutual Covenant

處理以下各項的條文的摘要：

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

A 發展項目的公用部分

「公用地方與設施」

「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，包括但不限於入口門廊、「該租契」條款第3.18(a)條所規定之休憩空間的部分、綠化區(構成「住宅大廈公用地方與設施」之部分除外)、柵欄、氣體調壓室、「緊急車輛通道」、單車停車位、「該租契」條款第3.28條所指的「隧道接駁位」、預留給操控柵欄的不鏽鋼電櫃的空間、升降機大堂、預留給地底商業街道區域閉路電視的空間、排煙口、食水聚水泵房、沖廁水聚水泵房、消防泵及中途泵房、總水錶房、自動讀錶室、儲物室、屋苑管理處、電訊及廣播設備室、消防入水掣、花灑控制閥櫃、潔淨服務承辦商辦事處、業主立案法團辦事處、技工工場、花灑泵房、街道消防栓水缸、到達不到的空隙、地板清洗纖維玻璃水缸、檢測錶櫃、緊急發電機房、消防水缸、食水泵房、平台、沖廁水水缸、食水水缸、垃圾車專用車位、垃圾房、總電掣房、變壓器房、消防聚水泵及中途泵房、維修平台、管道槽、樓上簷篷下有蓋範圍、沖廁水水缸、預留給磁票售票機的空間、電掣房、外牆(附屬於「住宅大廈」(如有)或構成「房屋委員會樓宇」之部分除外)，以及在「屋苑」內提供或安裝並擬為「屋苑」整體而非其中任何個別部分提供服務的其他地方和任何其他系統、裝置與設施，即現於「公契」所夾附圖則分別以橙色、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 Blocks 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, entrance portal, part of the open space as required under Clause 3.18(a) of the Lease, greenery areas (excluding those forming part of the Residential Blocks Common Areas and Facilities), drop gate, gas kiosk, Emergency Vehicular Access, bicycle parking spaces, the Connection referred to in Clause 3.28 of the Lease, spaces reserved for control pillar box serving drop gate, lift lobbies, space reserved for CCTV serving underground shopping street area, smoke vents, fresh water sump pump rooms, flush water sump pump room, fire services pump & booster pump room, master water meter room, automatic meter reading rooms, store room, estate management office, telecommunications & broadcasting equipment room, fire service inlets, sprinkler control valve cabinet, cleansing contractor's office, owners' corporation office, artisans' workshop, sprinkler pump room, street fire hydrant water tank, inaccessible void, fibreglass break tanks for floor washing, check meter cabinets, emergency generator room, fire services water tanks, fresh water pump room, flat roofs, flush water tanks, fresh water tanks, parking space for refuse collection vehicles, refuse storage, main switch rooms, transformer rooms, fire services sump pump & booster pump room, maintenance flat roofs, pipe duct, covered area under canopy above, flush water tanks, space reserved for magnetic ticket dispenser, switch room, external walls (other than those pertaining to the Residential Blocks (if any) or those forming part of the HA Accommodation) 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 with black cross and orange cross hatched black (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC and such additional areas, systems, devices and facilities of the said land and the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof as may at any time be designated as Estate Common Areas and Facilities by the Hong Kong Housing Authority (hereinafter referred to as "HA") in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Residential Blocks 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.

公契的摘要
Summary of Deed of Mutual Covenant

「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「氣體錶前的氣體喉管」(專為「房屋委員會樓宇」提供服務的「氣體錶前的氣體喉管」之部分除外)、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)、「該租契」條款第3.18(a)條所規定之休憩空間的部分、綠化區(構成「屋苑公用地方與設施」之部分除外)、垂直綠化區、上落客貨停車位、公用遊樂區、草坡、有蓋行人通道、有蓋行人通道天面、停車場斜路上蓋天面、綠化天台、升降機井底坑、A座升降機大堂、上層簷篷下有蓋範圍、到達不到的空隙、電纜管道房、沖廁水聚水泵房、升降機大堂、電錶房、垃圾及物料回收房、保安員櫃位、管道槽、電纜管道、電訊及廣播設備室、垃圾及物料回收室、簷篷、電訊及特低壓機房、罩屋、加闊的公用走廊及升降機大堂、通風管道房、平台、升降機槽、升降機、樓梯、應急發電機房、升降機機房、沖廁水水缸、廢物收集站、斜面天台、水缸及泵房、氣喉管,即現於「公契」所夾附圖則分別以黃色、棕色、棕色間黑色交叉、棕色間黑十字線及棕色間黑十字線連同黑色交叉顯示(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,附屬於「住宅大廈」的外牆包括突出物如「住宅單位」外的冷氣機罩、電纜設施及與其關連設施、保安系統與器具、公共天線廣播分導系統、電訊網絡設施和於「住宅大廈」內提供或安裝,並旨在為整個「住宅大廈」服務及非專供一個「住宅單位」使用與享用的任何其他系統、裝置及設施;以及「房委會」可隨時按照「公契」之條款指定為「住宅大廈公用地方與設施」的附加地方、系統、裝置與設施,但(「公契」另有明文定義及規定者除外)並不包括「屋苑公用地方與設施」、屬於任何「公用事業公司」及電訊及廣播服務提供者的裝置及「住宅大廈」內由個別「業主」擁有獨有和專有權持有、使用、佔用與享用的地方,以及「住宅大廈」內只為個別「業主」提供服務的設施。

"Residential Blocks Common Areas and Facilities"

"Residential Blocks Common Areas and Facilities" shall mean and include but not limited to Gas Pipe Before Meter (excluding such part of the Gas Pipe Before Meter which serves the HA Accommodation exclusively), non-structural prefabricated external walls (which are for the purpose of identification only marked "PF" on the plans annexed to the DMC), part of the open space as required under Clause 3.18(a) of the Lease, greenery areas (excluding those forming part of Estate Common Areas and Facilities), vertical greenery areas, loading and unloading bays, communal play area, lawns, covered walkway, roof of covered walkway, roof of carpark ramp cover, green roof, lift pits, Block A lift lobby, covered areas under canopies above, inaccessible void, cable duct rooms, flush water sump pump room, lift lobbies, electrical meter rooms, refuse storage & material recovery chambers, guard counters, pipe ducts, cable ducts, telecommunications & broadcasting equipment room, refuse storage & material recovery rooms, canopies, telecom & extra low voltage rooms, dog houses, wider common corridors and lift lobbies, vent duct rooms, flat roofs, lift shafts, lifts, staircases, emergency generator room, lift machine rooms, flush water tanks, junk collection point, sloping roof, water tank & pump room, gas pipe duct, which for the purpose of identification only, are shown coloured yellow, brown, brown with black cross, brown cross hatched black and brown cross hatched black with black cross (insofar as such areas, systems, devices and facilities are identifiable on such plans) on the plans annexed to the DMC, the external walls pertaining to the Residential Blocks including projections such as air-conditioner hoods outside the Residential Units, cable accommodations and associated facilities, security system and apparatus, communal aerial broadcast distribution system, telecommunications network facilities, any other systems, devices and facilities provided or installed in the Residential Blocks and intended to serve the Residential Blocks as a whole and not for the use and benefit of a Residential Unit exclusively and such additional areas, systems, devices and facilities as may at any time be designated as the Residential Blocks Common Areas and Facilities by the HA in accordance with the provisions of the DMC but (unless otherwise expressly defined and provided under the DMC) shall exclude the Estate Common Areas and Facilities, those installations belonging to any Utility Company and telecommunications and broadcasting services providers and such areas within the Residential Blocks in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Residential Blocks serving only any particular Owner.

B 分配予發展項目中的每個住宅物業的不分割份數的數目

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

座數 Block	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
A座 Block A	1/F – 40/F 1樓 – 40樓	1, 2, 3, 4, 13, 18	41 / 95,426
		5, 10, 11, 14, 20, 21, 26	64 / 95,426
		6, 9, 22, 25	54 / 95,426
		7, 8, 23, 24	27 / 95,426
		12, 19	40 / 95,426
		15, 16	43 / 95,426
		17	55 / 95,426
B座 Block B	1樓 – 40樓 1/F – 40/F	1, 4, 11, 14	41 / 95,426
		2, 3, 12, 13	55 / 95,426
		5, 10, 15, 20	64 / 95,426
		6, 9, 16, 19	54 / 95,426
		7, 8, 17, 18	27 / 95,426

C 發展項目的管理人的委任年期

除《建築物管理條例》(第344章) 的條文另有規定，「房委會」應負責「該土地」及「屋苑」之管理，首屆任期為「公契」簽署日起計二十四 (24) 個曆月或直至「業主立案法團」成立為止 (以較早者為準)，及必須繼續擔任「經理人」，直至「房委會」的任命按照「公契」條款終止為止。

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

Subject to the provisions of the Building Management Ordinance (Cap. 344), the HA shall undertake the management of the said land and the Estate for an initial term expiring 24 calendar months from the date of the DMC or until an Owners' Corporation is formed, whichever is the earlier and shall continue to be the Manager for such further period until the termination of the HA's appointment in accordance with the provisions of the DMC.

D 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

(2) 分配予發展項目中的每個住宅物業的「管理份數」的數目：

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

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

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

座數 Block	樓層 Floor	單位 Flat	每一單位佔整體管理份數 Management Shares for Each Flat
A座 Block A	1/F – 40/F 1樓 – 40樓	1, 2, 3, 4, 13, 18	41 / 95,416
		5, 10, 11, 14, 20, 21, 26	64 / 95,416
		6, 9, 22, 25	54 / 95,416
		7, 8, 23, 24	27 / 95,416
		12, 19	40 / 95,416
		15, 16	43 / 95,416
		17	55 / 95,416
B座 Block B	1樓 – 40樓 1/F – 40/F	1, 4, 11, 14	41 / 95,416
		2, 3, 12, 13	55 / 95,416
		5, 10, 15, 20	64 / 95,416
		6, 9, 16, 19	54 / 95,416
		7, 8, 17, 18	27 / 95,416

E 計算管理費按金的基準

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

F 賣方在發展項目中保留作自用的範圍

不適用

E The Basis on which the Management Fee Deposit is Fixed

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

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

Not applicable

註： 請查閱「公契」全文以了解上述條款及「公契」中其他條款的全部詳情。「公契」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啟欣苑所指定的互聯網網站內閱覽。

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

16 批地文件的摘要
Summary of Land Grant

位於新九龍內地段第6612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2021年10月27日，並經由在土地註冊處以註冊摘要編號22021800550011登記及日期為2022年2月9日的批約修訂書更改或修改(下統稱「該租契」)。

1 發展項目位於新九龍內地段第6612號(下稱「該地段」)。

2 「該地段」的批租年期為50年，由2021年10月27日起計(下稱「批租年期」)。

3 「該租契」條款第3.3條訂明：

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

4 「該租契」條款第3.7條訂明：

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

5 「該租契」條款第3.13條訂明：

除「該租契」的條款及契諾另有規定外，「承租人」不得使用或准許或容許他人使用「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分作私人住宅及非工業(不包括私人住宅、辦工室、酒店、貨倉和加油站)及「該租契」所述的附屬設施以外的任何其他用途。特此説明，已建或擬建於「該地段」之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。

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. 6612 is dated the 27th day of October 2021 as varied or modified by Modification Letter dated the 9th day of February 2022 and registered in the Land Registry by Memorial No. 22021800550011 (hereinafter collectively referred to as "the Lease").

1 The Development is situated on New Kowloon Inland Lot No. 6612 ("the Lot").

2 The Lot is granted for a term of 50 years commencing from the 27th day of October 2021 ("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 non-industrial (excluding private residential, office, hotel, godown, and petrol filling station) purposes and ancillary facilities as referred to in the 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 「該租契」條款第3.14(c) 、(d) 及(f)條訂明：

(c) 受制於「該租契」第3.14條(a)款的規定下，「承租人」應以各方面均令「署長」滿意的方式於「該地段」興建、提供並維持總樓面面積不少於1,200平方米的建築物作非工業(不包括私人住宅、辦工室、酒店、貨倉和加油站)用途；

(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40平方米的供「業主委員會」或「業主立案法團」使用的辦事處；及

(ii) 總樓面面積不超過250平方米的作屋苑管理用途之辦事處、工場或服務室；

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；

(f) (i) 於「該租契」附圖上以粉紅色加黑點顯示的範圍(下稱「粉紅色加黑點範圍」)內擬豎立或建造的所有建築物或構築物之設計均事先獲得「署長」書面批准。

(ii) 除垂直支柱以外，不得在「粉紅色加黑點範圍」內由地面水平向上延伸達4.2米的空間內興建或建造建築物、構築物、為任何建築物或構築物而設的支撐、或突出物。

(iii) 「承租人」須自費以各方面均令「署長」滿意的方式覆蓋及沿經「粉紅色加黑點範圍」之地面及從地面上延伸不少於4.2米之上按「署長」可批准或要求的方式、物料、標準、水平、寬度及設計鋪設、構建、建造及提供一條通道(下稱「公共通道範圍」)。

(iv) 「承租人」須在「批租年期」期間以各方面均令「署長」滿意的方式維持「公共通道範圍」，以供公眾在免費及不受干擾的情況下於一天24小時所有時間為了一切合法目的於「公共通道範圍」上、之上、穿過及沿途以徒步或乘坐輪椅的方式經過。

(v) 就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，「公共通道範圍」面積不應該納入計算。

(vi) 「承租人」須在「批租年期」期間自費管理、維持、維修及保養「公共通道範圍」連同其組成部分的或與之有關的一切於良好和修繕妥當的狀態，並在各方面使「署長」滿意。

(vii) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第3.14條(f)(iv)款的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍」訂為公眾專用。

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

(c) subject to sub-clause (a) of Clause No. 3.14 of the Lease, the Lessee shall erect, provide and maintain within the Lot in all respects to the satisfaction of the Director any building or buildings erected for non-industrial (excluding private residential, office, hotel, godown, and petrol filling station) purposes having a total gross floor area of not less than 1,200 square metres;

(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 40 square metres; and

(ii) offices, workshops or service rooms for estate management purposes having a total gross floor area of not exceeding 250 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;

(f) (i) Design of all building(s) and structure(s) to be erected or constructed within the area as shown coloured pink stippled black on the plan annexed to the Lease (hereinafter referred to as "the Pink Stippled Black Area") shall be subject to prior written approval of the Director.

(ii) Except for the vertical columns, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Pink Stippled Black Area at the ground level extending upwards to a height of 4.2 metres.

(iii) The Lessee shall at its own expense lay, form, construct and provide a passage over and along the ground level of the Pink Stippled Black Area and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels, width and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.

(iv) The Lessee shall throughout the Lease Term in all respects to the satisfaction of the Director keep the Public Passage Area open for the use by the public at all times 24 hours a day on foot or by wheelchair on, over, through and along the Public Passage Area for all lawful purposes free of charge and without any interruption.

(v) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease.

(vi) The Lessee shall throughout the Lease Term manage, upkeep, repair and maintain at its own expense the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.

(vii) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clause (f)(iv) of Clause No. 3.14 of the Lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.

(viii) 現明文同意、聲明及規定，「承租人」於「該租契」條款第3.14條(f)(iv)款的責任不會引致有關額外上蓋面積或地積比率的任何寬免或權利的期望或申索或有關者(不論是根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文或其他條文)。為免生疑問，「承租人」明文放棄根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文提出有關額外上蓋面積或地積比率的任何及所有申索或任何寬免或權利。

(ix) 就「該租契」條款第3.14條而言，何謂「該租契」條款第3.14條(f)(ii)款及(f)(iii)款所指的地面水平將由「署長」決定，其決定為最終決定，並對「承租人」具約束力。

7 「該租契」條款第3.15(c)條訂明：

(c) (i) 「承租人」須自費向規劃署署長(下稱「規劃署署長」)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」之上的建築物上或內提供及維持綠化(包括但不限於提供於泥土栽種的活生植物)之部分(下稱「綠化範圍」)、「綠化範圍」之布局與大小及「規劃署署長」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」)並須符合以下要求：

(I) 在「該地段」不少於百分之三十的面積種植樹木、灌木或其他植物。根據「該租契」條款第3.18條提供並已進行環境美化工程的休憩空間或其任何部分將計入該百分之三十的面積之內。

(II) 「該租契」條款第3.15條(c)(i)(I)款所指百分之三十的面積中有不少於百分之六十六(下稱「該可見或可前往的綠化範圍」)須設置於地面水平或由「規劃署署長」全權酌情決定的位置或水平，以使行人可以看見或讓任何進入「該地段」的人士可以前往「該可見或可前往的綠化範圍」。

(III) 不少於百分之二十的任何已建或擬建於「該地段」之上的建築物之天台範圍須構成「該租契」條款第3.15條(c)(i)(I)款所指百分之三十的面積的一部分。

(IV) 就在「承租人」建議的環境美化工程之中，何謂「該租契」條款第3.15條(c)(i)(I)款所指百分之三十的面積，「該可見或可前往的綠化範圍」之條款是否已根據「該租契」條款第3.15條(c)(i)(II)款妥為履行，及哪些範圍屬於「該租契」條款第3.15條(c)(i)(III)款所指的任何建築物之天台範圍，「規劃署署長」之決定為最終決定及對「承租人」具約束力。

(V) 「規劃署署長」可全權酌情接納「承租人」為取代種植樹木、灌木或其他植物而建議的其他非植物景觀。

(viii) It is expressly agreed, declared and provided that the obligation on the part of the Lessee contained in sub-clause (f)(iv) of Clause No. 3.14 of the Lease will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Lessee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(ix) For the purposes of Clause No. 3.14 of the Lease, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (f)(ii) and (f)(iii) of Clause No. 3.14 shall be final and binding on the Lessee.

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

(c) (i) The Lessee shall at its own expense submit to the Director of Planning (hereinafter referred to as "the D of P") 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 D of P may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission") which shall comply with the following requirements:

(I) Not less than 30% of the area of the Lot shall be planted with trees, shrubs or other plants. The open space or any part thereof provided under Clause No. 3.18 of the Lease and with landscaping works shall be taken into account in calculating the 30%.

(II) Not less than 66% of the 30% referred to in sub-clause (c)(i)(I) of Clause No. 3.15 of the Lease (hereinafter referred to as "the Visible or Accessible Greenery Area") shall be provided at ground level or at such location or level as may be determined by the D of P at his sole discretion so that the Visible or Accessible Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.

(III) Not less than 20% of the roof area of any building or buildings erected or to be erected on the Lot shall form part of the 30% referred to in sub-clause (c)(i)(I) of Clause No. 3.15 of the Lease.

(IV) The decision of the D of P as to which landscaping works proposed by the Lessee constitute the 30% referred to in sub-clause (c)(i)(I) of Clause No. 3.15 of the Lease, whether the provision of the Visible or Accessible Greenery Area has been complied with in accordance with sub-clause (c)(i)(II) of Clause No. 3.15 of the Lease and which area constitutes the roof area of any building or buildings referred to in sub-clause (c)(i)(III) of Clause No. 3.15 of the Lease shall be final and binding on the Lessee.

(V) The D of P at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.

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「規劃署署長」決定，其決定為最終決定並對「承租人」具約束力。上述獲「規劃署署長」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」根據《建築物條例》及其下的規例及任何修訂法例定義；

(ii) 「承租人」須自費根據「獲批准綠化建議書」實施及完成「綠化範圍」之建築工程，及此後以各方面均令「規劃署署長」滿意的方式維持「綠化範圍」。未經「規劃署署長」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；及

(iii) 除非事先獲得「規劃署署長」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3.22(a)(v)條所指的「公用地方」的其中一部分，及不得用作根據「獲批准綠化建議書」所述之布局、大小、位置及詳情作「綠化範圍」以外的任何其他用途。

8 「該租契」條款第3.16條訂明：

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

9 「該租契」條款第3.17條訂明：

未經「署長」事先書面同意，不得移除或干擾生長於「該地段」或相鄰範圍的樹木。「署長」發出有關書面同意時，可在其認為合適的情況下，施加有關移植、補償性環境美化工程或重植的條件。

10 「該租契」條款第3.18(a) 至 (b) 條訂明：

(a) 「承租人」須在「該地段」內以令「署長」滿意的方式，自費提供及維持面積不少於5,150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3.22(a)(v)條所指的「公用地方」的其中一部分。

The decision of the D of P 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 D of P is hereinafter referred to as "the Approved Greenery Submission". For the purpose of sub-clause (c) of Clause No. 3.15 of the Lease, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(ii) The Lessee shall at its own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of P. 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 D of P; and

(iii) Except with the prior written approval of the D of P, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Clause No. 3.22(a)(v) of the Lease, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.

8 Clause No. 3.16 of the Lease stipulates that:

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

9 Clause No. 3.17 of the Lease stipulates that:

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

10 Clause No. 3.18(a) to (b) of the Lease stipulates that:

(a) The Lessee shall at its own expense provide and maintain within the Lot to the satisfaction of the Director open space of not less than 5,150 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 No. 3.22(a)(v) of the Lease.

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11 **「該租契」條款第3.19條訂明：**

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

12 **「該租契」條款第3.21(a) 至 (h) 條訂明：**

(a) 除於「該租契」條款第3.21條(b)款、(c)款及(d)款另有規定外，「業主」無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其他方式處置其「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」可無須事先向「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」無須事先向「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制於「承租人」以其獨有及絕對酌情權要求或授權的條款及條件，並須受「該租契」條款第3.21條所載的條款及條件限制；以及

(v) 倘若「業主」於「首次轉讓契據」日期起計五年期間屆滿前訂立臨時買賣協議，則臨時買賣協議、買賣協議及轉讓契據中所訂立的售價不得多於「買價」。

(d) 於「期間」屆滿後，

(i) 「業主」有權出售、轉讓、讓與、轉易、按揭、押記、批租、分租、放棄管有或以其認為適合的其他方式處置其「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

11 **Clause No. 3.19 of the Lease stipulates that:**

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

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

(a) Except as provided in sub-clauses (b), (c) and (d) of Clause No. 3.21 of the Lease, no owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his 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 authorised by the Lessee in its sole and absolute discretion and shall each be made subject to the terms and conditions contained in Clause No. 3.21 of the Lease; and

(v) in the event of the owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.

(d) After the expiry of the Period,

(i) an owner shall be entitled to sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his 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) 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」以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的訂立任何協議。

(f) 在「業主」根據「該租契」條款第3.21條(d)款向「承租人」繳付「補價」後，「該租契」條款第3.21條將不再適用於該「業主」的「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「首次轉讓契據」中指明的「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」指於「首次轉讓契據」中指明之「承租人」向「業主」出售「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。

(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 First Assignment;

(v) "owner" means a person to whom the Lessee has assigned or agreed to assign an undivided share or undivided shares of and in the Lot together with the right of exclusive possession of a 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 sold by the Lessee to the owner as specified in the First Assignment; 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運輸及房屋局局長不時施加的條款及條件(如有)限制。

13 「該租契」條款第3.24(a)至(f)條訂明：

(a) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：

(i) 供停泊根據《道路交通條例》及其下的規例及任何修訂法例(下稱「道路交通條例」)獲發牌並屬於「該地段」已建或擬建的建築物之私人住宅單位的住客及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為123而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

(ii) 供停泊根據「道路交通條例」獲發牌並屬於「該地段」已建或擬建作非工業(不包括私人住宅、辦工室、酒店、貨倉和加油站)用途的建築物的佔用人及其真正賓客和訪客的汽車(電單車和貨車除外)的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為6而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；

(iii) 供停泊根據「道路交通條例」獲發牌並屬於「該地段」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的電單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為17而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為1.0米寬及2.4米長而樓底高度最少須為2.4米；

(iv) 根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款及(a)(v)款所提供的停車位，其中四個供停泊根據「道路交通條例」界定的傷殘人士停泊屬於「該地段」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的汽車的停車位。該停車位的位置及水平須得到建築事務監督或運輸及房屋局常任秘書長(房屋)的書面批准而尺寸須由建築事務監督或運輸及房屋局常任秘書長(房屋)全權酌情決定；

就「該租契」而言，「傷殘人士」根據「道路交通條例」定義。「建築事務監督」根據《建築物條例》及其下的規例及任何修訂法例定義。

(v) 供停泊根據「道路交通條例」獲發牌並屬於「該地段」已建或擬建的建築物的住客或佔用人的真正賓客和訪客的汽車的額外停車位，除非另行獲得「署長」的書面同意，停車位的數目須為10而且除非另行獲得「署長」的書面同意，每個停車位的尺寸最少須為2.5米寬及5.0米長而樓底高度最少須為2.4米；及

(h) Notwithstanding anything to the contrary contained in sub-clauses (c), (e) and (g) of Clause No. 3.21 of the Lease, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Lessee under Clause No. 3.21 of the Lease shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing.

13 Clause No. 3.24(a) to (f) of the Lease stipulates that:

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

(i) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") and belonging to the residents of private residential flats in the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 123 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

(ii) spaces for the parking of motor vehicles (excluding motor cycles and goods vehicles) licensed under the Road Traffic Ordinance and belonging to the occupiers of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, office, hotel, godown, and petrol filling station) purposes only and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 6 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

(iii) spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 17 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres;

(iv) Out of the spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(v) of Clause No. 3.24 of the Lease, 4 spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors. The spaces so provided shall be located at such position and level as shall be approved in writing by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) and of such dimension as shall be determined by the Building Authority or the Permanent Secretary for Transport and Housing (Housing) or at its or his sole discretion;

For the purpose of the Lease, "disabled persons" shall be as defined in the Road Traffic Ordinance, and the "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(v) additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the bona fide guests and visitors of the residents or occupiers of the building or buildings erected or to be erected on the Lot and, unless the Director otherwise consents in writing, the number of spaces shall be 10 and each space shall, unless the Director otherwise consents in writing, have a minimum dimension of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(vi) 供停泊屬於「該地段」已建或擬建的建築物的住客或佔用人及其真正賓客和訪客的單車的停車位，除非另行獲得「署長」的書面同意，停車位的數目須為123，而每個停車位的尺寸須由「署長」書面批准。

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

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

(c) 「承租人」須：

(i) 在房屋署總建築師發出完工證明書之日期或之前或「署長」可批准的其他日期自費以令機電工程署署長滿意的標準及設計，及在各方面符合《建築物條例》和《電力條例》及其下的規例及任何修訂法例：

(I) 於根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款、(a)(iii)款、(a)(iv)款及(a)(v)款提供的所有停車位提供及安裝供電動車輛使用之充電設施，包括但不限於固定電力裝置及最終電路裝置；及

(II) 於根據「該租契」條款第3.24條(a)(i)款、(a)(ii)款、(a)(iv)款及(a)(v)款提供的停車位中不少於百分之三十的停車位，提供及安裝電動車輛標準或中速充電器，包括「該租契」條款第3.24條(c)(i)(I)款提及之最終電路，使每個該等停車位至少設有一個電動車輛標準或中速充電器；及

(ii) 在「批租年期」期間「承租人」自費維持、保養、維修及管理根據「該租契」條款第3.24條(c)(i)(I)款及(c)(i)(II)款提供及安裝之供電動車輛使用之充電設施及電動車輛標準或中速充電器，使其處於修繕妥當及運作良好的狀態，並在各方面使機電工程署署長滿意。

(d) 「承租人」須在「該地段」內以令「署長」滿意的方式提供及維持：

(i) 供根據「道路交通條例」獲發牌的汽車作上落客貨用途的停車位。除非另行獲得「署長」的書面同意，上述供汽車作上落客貨用途的停車位的數目須為4。除非另行獲得「署長」的書面同意，每個上述供汽車作上落客貨用途的停車位的尺寸最少須為3.5米寬及11.0米長而樓底高度最少

(vi) spaces for the parking of bicycles belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests and visitors and, unless the Director otherwise consents in writing, the number of spaces shall be 123 and each space shall be of such dimensions as may be approved in writing by the Director;

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

(b) The spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v) and (a)(vi) of Clause No. 3.24 of the Lease shall not be used for any purpose other than for the respective purposes set out in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(c) The Lessee shall:

(i) on or before the date of issue of a Completion Certificate by the Chief Architect of the Housing Department or such other date as may be approved by the Director, at the Lessee's own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:

(I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and a(v) of Clause No. 3.24 of the Lease; and

(II) provide and install electric vehicle standard or medium chargers including the final circuits referred to in sub-clause (c)(i)(I) of Clause No. 3.24 of the Lease in not less than 30% of the parking spaces provided in accordance with sub-clauses (a)(i), (a)(ii), (a)(iv) and (a)(v) of Clause No. 3.24 of the Lease at least one electric vehicle standard or medium charger for each of such parking spaces; and

(ii) throughout the Lease Term at the Lessee's own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicles standard or medium chargers provided and installed under sub-clauses (c)(i)(I) and (c)(i)(II) of Clause No. 3.24 of the Lease in good repair and operational condition.

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

(i) spaces for the loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and the number of spaces for the loading and unloading of motor vehicles as aforesaid shall, unless

須為4.7米，並且不得用作供與「該地段」已建或擬建的建築物有關的汽車作上落客貨用途以外的任何其他用途。上述供汽車作上落客貨用途的停車位，其中兩個須供於「該地段」已建或擬建作私人住宅用途的建築物的住客使用，及兩個須供「該地段」已建或擬建作非工業(不包括私人住宅、辦工室、酒店、貨倉和加油站)用途的建築物的佔用人使用；及

(ii) 供垃圾收集車作裝卸用途的停車位。除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的數目須為1。除非另行獲得「署長」的書面同意，上述供垃圾收集車作裝卸用途的停車位的尺寸最少須為5米寬及12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。

(e) 除非獲得「規劃署署長」的同意，根據「該租契」條款第3.24條(a)款及(d)款於「該地段」內提供的停車位須於地面水平以下提供。就「該租契」條款第3.24條而言，何謂地面水平將由「署長」決定，其決定為最終決定及對「承租人」具有約束力。

(f) 就計算「該租契」條款第3.14(a)至(d)條所指的總樓面面積而言，根據「該租契」條款第3.24條(a)款及(d)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、機動及流通區及機房)，均不應該納入計算。

14 「該租契」條款第3.25(a)至(i)條訂明：

(a) 「承租人」須於「該租契」的日期起計12個曆月或「署長」可指定的延長期限內自費向「署長」存放一份或多份標示根據「該租契」條款第3.24條(a)款及(d)款將在「該地段」提供所有作停泊及上落客貨用途的停車位之布局的圖則(下稱「停車場布局圖」)。未經「署長」事先書面批准，不得修訂、更改、改動、修改或以另一布局圖代替「停車場布局圖」。

(b) 於「停車場布局圖」上標示作停泊及上落客貨用途的停車位不得用作「該租契」條款第3.24條(a)款及(d)款各所述用途以外的任何其他用途。「承租人」須根據「停車場布局圖」維持所有作停泊及上落客貨用途的停車位及其他地方，包括但不限於「停車場布局圖」上標示之升降機、樓梯平台、機動及流通區。

(c) 除了「停車場布局圖」上標示的停車位之外，不得將「該地段」任何部分或其上任何建築物或構築物用作「該租契」條款第3.24條(a)款及(d)款所述供汽車停泊及作上落客貨之用途。

(d) 除非得到「署長」的事先書面批准，在根據「該租契」條款第3.25條(a)款向「署長」存放「停車場布局圖」之前，不得進行任何影響「該地段」或其任何部分或任何已建或擬建於「該地段」之上的建築物或其任何部分之交易。

the Director otherwise consents in writing, be 4. Each of the spaces so provided shall unless the Director otherwise consents in writing, have a minimum dimension of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall not be used for any purpose other than for the loading and unloading of motor vehicles in connection with the building or buildings erected or to be erected on the Lot. Of the spaces so provided for the loading and unloading of motor vehicles, 2 spaces shall be for the use of the residents of the building or buildings erected or to be erected on the Lot for private residential purposes and 2 spaces shall be for the use of the occupiers of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, office, hotel, godown, and petrol filling station) purposes; and

(ii) space for the loading and unloading of refuse collection vehicles and the number of space for the loading and unloading of refuse collection vehicles as aforesaid shall, unless the Director otherwise consents in writing, be 1. The space so provided shall, unless the Director otherwise consents in writing, have a minimum dimension of 5 metres in width and 12 metres in length with a minimum headroom of 4.5 metres and shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles in connection with the building or buildings erected or to be erected on the Lot.

(e) The spaces to be provided within the Lot in accordance with sub-clauses (a) and (d) of Clause No. 3.24 of the Lease shall be provided at below the ground level except as may be agreed by the D of P. For the purpose of Clause No. 3.24 of the Lease, the decision of the Director as to what constitutes ground level shall be final and binding on the Lessee.

(f) For the purpose of calculating the total gross floor area 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 sub-clauses (a) and (d) of Clause No. 3.24 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 and serving such spaces.

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

(a) Within 12 calendar months from the date of the Lease or such longer period as may be specified by the Director, the Lessee shall at its own expense deposit with the Director a plan or plans indicating the layout of all the parking, loading and unloading spaces provided within the Lot in accordance with sub-clauses (a) and (d) of Clause No. 3.24 of the Lease (to be hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the Director.

(b) The parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in sub-clauses (a) and (d) of Clause No. 3.24 of the Lease. The Lessee shall maintain all parking, loading and unloading spaces, and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the Lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles set out respectively in sub-clauses (a) and (d) of Clause No. 3.24 of the Lease.

(d) Except with the prior written consent of the Director, no transaction affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to the deposit of Car Park Layout Plans in accordance with sub-clause (a) of Clause No. 3.25 of the Lease.

(e) 「承租人」現：

(i) 同意「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士以其獨有及絕對酌情權查閱、使用、複印及修訂「停車場布局圖」，及同意「署長」以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布「停車場布局圖」予任何政府部門或第三方(不論個人、商戶、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或「署長」或政府之主動查詢；及

(ii) 接受及確認「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使其獨有及絕對酌情權及有權決定是否行使「該租契」條款第3.25條(e)(i)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「停車場布局圖」。

(f) 就「該租契」條款第3.25條(e)款而言，「承租人」須促致或促使他人促致「停車場布局圖」的知識產權擁有人同意「署長」、政府、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士查閱、使用、複印、修訂、披露及傳布「停車場布局圖」，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究「停車場布局圖」或將「停車場布局圖」作其他用途。

(g) 「承租人」現接受及確認根據「該租契」條款第3.25條(e)款及(f)款給予的同意將在「批租年期」屆滿或提前終止後繼續有效並對「承租人」具約束力。

(h) 對於履行或未能履行任何「承租人」在「該租契」條款第3.25條(a)款、(b)款、(c)款、(d)款及(f)款之責任；對於「署長」、政府、其人員、承辦商、代理人、工人或任何其他獲上述任何人士授權的人士在行使「該租契」條款第3.25條(e)款所賦予的酌情權與權利；或對於任何政府部門或第三方根據「該租契」條款第3.25條(e)(i)款就「停車場布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府不會就不論直接或間接所引起或與之有關或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾(不論任何或如何引致)負上任何責任，而「承租人」亦不可就任何上述損失、損害、滋擾或干擾向政府提出索償。

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

(e) The Lessee hereby:

(i) gives its consent to the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the Director shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the Director's or the Government's own accord; and

(ii) accepts and acknowledges that the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of Clause No. 3.25 of the Lease.

(f) For the purpose of sub-clause (e) of Clause No. 3.25 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the Director, the Government, their officers, contractors, agents, workmen and any other persons authorised by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(g) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of Clause No. 3.25 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Lessee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Lessee's obligations under sub-clauses (a), (b), (c), (d) and (f) of Clause No. 3.25 of the Lease; the exercise by the Director, the Government, their officers, contractors, agents, workmen or any other persons authorised by any of them of the discretion and rights conferred under sub-clause (e) of Clause No. 3.25 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of Clause No. 3.25 of the Lease, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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

15 「該租契」條款第3.27(a) 至 (h) 條訂明：

(a) (i) 政府獲保留權利於「該租契」附圖上以紅色界線顯示之部分並位於香港主水平基準之下大約4.0米的水平之下的地層(下稱「地層範圍」)，「承租人」概無「地層範圍」的權利、擁有權、管有權或使用權，亦沒有就「地層範圍」提出任何申索或索償的權利。

(ii) 政府、其代理人、獲許可人、傭工和獲其授權的人士均獲保留獨有權利和自由在「批租年期」期間於「地層範圍」內建造、運作及保養根據《香港鐵路條例》第2條、《香港鐵路條例》其下的規例及任何修訂法例定義之地下鐵路(下稱「地下鐵路」)，以供政府認為適宜的人士、(如適用)該等汽車按照政府認為適宜的時間、方式和目的使用。

(b) 「承租人」須確保已建或擬建於「該地段」之下及「地層範圍」內之「地下鐵路」的範圍無誤，以令其本人信納，而「承租人」亦不可就「地下鐵路」之建造、存在或運作所引致或引起而對「該地段」或「承租人」造成任何種類的損壞、滋擾、干擾、煩擾、損失或損害，向政府或其任何人員、代理人、承租人、租戶、傭工或獲其授權的人士提出任何索償。

(c) 「承租人」在「該地段」展開任何工程之前必須先諮詢香港鐵路有限公司(下稱「該公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或「地下鐵路」之安全運作(就此而言，「署長」之決定為最終)。如「署長」要求，「承租人」須自費採取「該公司」要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「地下鐵路」運作安全。就「該租契」條款第3.27條(c)款而言，「工程」包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程。

(d) 「承租人」須遵從及遵守一切目前生效且關乎「地下鐵路」之條例、附例及規例及其任何修訂條文。

(e) 「承租人」不得以任何形式干預「地下鐵路」之建造、使用和運作。

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

(g) 「承租人」在所有時間須允許「署長」、「該公司」及其獲正式授權的人員、傭工及承辦商有權在所有時間不論是否備有工具、汽車、機器或設備進出及返回及通過「該地段」或其任何部分和已建於其上的任何建築物，以進行工程及進行與「地下鐵路」相關的任何勘測、視察、檢驗、保養、改善或建設。「署長」及其獲正式授權的人員、傭工及承辦商不會就因其行使「該租契」條款第3.27條(g)款所賦予的權利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」亦不可向上述人士提出索償或反對。

15 Clause No. 3.27(a) to (h) of the Lease stipulates that:

(a) (i) There is excepted and reserved to the Government the stratum of land within the portion of the Lot as shown edged red on the plan annexed to the Lease below a level of approximately 4.0 metres below the Hong Kong Principal Datum (hereinafter referred to as "the Stratum Area") as to which the Lessee shall have no right of or title to the ownership, possession or use nor any right or claim to compensation whatsoever in respect thereof.

(ii) There is also excepted and reserved to the Government, its agents, licensees, servants and those authorised by it the exclusive right and liberty throughout the Lease Term to construct, operate and maintain within the Stratum Area the Mass Transit Railway as defined under Section 2 of the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Mass Transit Railway") for the use by such person or persons, (if applicable) by such vehicles, at such times, in such manner and for such purposes as the Government may see fit.

(b) The Lessee shall satisfy himself as to the extent of the Mass Transit Railway constructed or to be constructed under the Lot and within the Stratum Area and shall not make any claim against the Government or any of its officers, agents, lessees, tenants, servants or those authorised by it for any damage, nuisance, disturbance, annoyance, loss or detriment of any kind whatsoever either to the Lot or to the Lessee caused by or arising out of the construction, presence or operation of the Mass Transit Railway.

(c) Prior to the commencement of any works whatsoever on the Lot, the Lessee shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works will not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Mass Transit Railway (as to which the decision of the Director shall be conclusive) and if required by the Director the Lessee shall, at its own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Mass Transit Railway. For the purpose of sub-clause (c) of Clause No. 3.27 of the Lease, "works" shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works.

(d) The Lessee shall observe and comply with all Ordinances, By-laws and Regulations for the time being in force and relating to the Mass Transit Railway and any amendments thereto.

(e) The Lessee shall not interfere in any way with the construction, use and operation of the Mass Transit Railway.

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

(g) The Lessee shall, at all times, permit the Director, the Corporation and their duly authorised officers, servants and contractors the right of ingress, egress and regress to, from and through the Lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Mass Transit Railway. The Director and his duly authorised officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under sub-clause (g) of Clause No. 3.27 of the Lease and no claim or objection shall be made against him or them by the Lessee.

(h) 倘若《香港鐵路條例》第4條、《香港鐵路條例》下的規例及任何修訂法例或其他所授予「該公司」經營「地下鐵路」或影響「該地段」或其任何部分的鐵路部分的專營權(包括其任何延期)屆滿時，「該租契」條款第3.27條所指的「該公司」應(如適用)指政府、其提名人或政府指定的第三方。

16 「該租契」條款第3.28(a)至(k)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「署長」可批准的其他日期或上述日期之前，自費以各方面均令土木工程拓展署東拓展處總工程師(下稱「總工程師」)滿意的方式，於「該地段」及已建或擬建於「該地段」之上的建築物內，在「該租契」附圖上於P1點及P2點之間以「Ⓐ」顯示及標明在已建或擬建於「該地段」之上的建築物之周界，或按「總工程師」規定或批准的該等其他地點及水平豎立、建造及提供結構支撐物和接駁位(該等結構支撐物和接駁位下統稱「隧道接駁位」)，以接收、連接及支撐由政府或獲政府授權的其他方可能建造之毗鄰隧道(下稱「隧道」)，因此行人可經「隧道」往返根據「該租契」條款第3.29條定義之「行人通道」。就此目的而言，「承租人」須在「隧道接駁位」預留一個內淨寬度最少須為4.0米和內淨高度最少須為3.0米，而經修飾的地面水平為香港主水平基準以下5.7米，或按「總工程師」規定或批准的該等其他尺寸、位置或水平，以便於「隧道接駁位」連接「隧道」至「該地段」或任何已建或擬建於「該地段」之上的建築物。僅就「該租契」條款第3.28條(a)款而言，何謂經修飾的地面水平、內淨寬度和內淨高度將由「總工程師」決定，其決定為最終決定並對「承租人」具約束力。

(b) 當根據「該租契」條款第3.28條(a)款「隧道接駁位」完工時及在「批租年期」期間，「承租人」須自費維持、保養、維修及管理「隧道接駁位」於良好和修繕妥當的狀態，並在各方面使「總工程師」滿意。

(c) (i) 倘若「該地段」或其任何部分進行重建而需要拆卸或移除「隧道接駁位」或其任何部分，如「總工程師」要求，「承租人」須在「總工程師」或施加之時限內自費以「總工程師」行使其獨有酌情權批准或要求之物料、設計、規格、標準、寬度、樓底高度、水平、高度及位置以新的支撐物和接駁位取代「隧道接駁位」，並在各方面使「總工程師」滿意。

(ii) 倘若根據「該租契」條款第3.28條(c)(i)款而需建造任何新的支撐物和接駁位，所有「該租契」條款第3.28條所指之「隧道接駁位」須被視作指上述新的支撐物和接駁位。

(d) 倘若「承租人」未能根據「該租契」條款第3.28條(a)款、(b)款或(c)款規定履行其義務，政府可進行該條款所述的工程，費用須由「承租人」承擔，「承租人」須按要求向政府支付由「總工程師」決定相等於該工程費用的款項，「總工程師」的決定為最終決定並對「承租人」具約束力。

(h) In the event the Corporation ceases to operate the Mass Transit Railway or any part of the Mass Transit Railway affecting the Lot or any part thereof upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation or otherwise, any reference to the Corporation in Clause No. 3.27 of the Lease shall where appropriate mean the Government, its nominee or a third party designated by the Government.

16 Clause No. 3.28(a) to (k) of the Lease stipulates that:

(a) The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department, or such other date as may be approved by the Director at its own expense and in all respects to the satisfaction of the Chief Engineer of East Development Office, Civil Engineering and Development Department (hereinafter referred to as "the Chief Engineer") erect, construct and provide within the Lot and the building or buildings erected or to be erected thereon such structural supports and connections at the perimeters of the building or buildings erected or to be erected on the Lot between points P1 and P2 and marked "Ⓐ" all shown and marked on the plan annexed to the Lease or such other points and at such level or levels as may be required or approved in writing by the Chief Engineer (which structural supports and connection are hereinafter collectively referred to as "the Connection") to receive, connect and support an adjoining subway as may be constructed by the Government or such other party or parties as shall be authorised by the Government (hereinafter referred to as "the Subway") so that pedestrian access can be gained over the Subway into and from the Pedestrian Walkway as defined in Clause No. 3.29 of the Lease, and for this purpose, the Lessee shall reserve an opening of a minimum clear internal width of 4.0 metres and a minimum clear internal height of 3.0 metres at the Connection with a finished floor level at 5.7 metres below Hong Kong Principal Datum or at such dimension, position or level as may be required or approved by the Chief Engineer so that the Subway can be connected to the Lot or any building or buildings erected or to be erected thereon at the Connection. For the purpose of sub-clause (a) of Clause No. 3.28 of the Lease, the decision of the Chief Engineer as to what constitutes the finished floor level, the clear internal width and the clear internal height shall be final and binding on the Lessee.

(b) Upon completion of the Connection in accordance with sub-clause (a) of Clause No. 3.28 of the Lease and throughout the Lease Term, the Lessee shall at its own expense and in all respects to the satisfaction of the Chief Engineer upkeep, maintain, repair and manage the Connection in good and substantial repair and condition.

(c) (i) In the event of any redevelopment of the Lot or any part thereof whereby the Connection or any part or parts thereof are required to be demolished or removed, the Lessee shall if required by the Chief Engineer, within such time limit as may be imposed by the Chief Engineer, at the Lessee's own expense and in all respects to the satisfaction of the Chief Engineer, replace the same by such new supports and connections with such materials and of such design, specifications and standards and at such width, headroom, level, height and position as the Chief Engineer may in his sole discretion approve or require.

(ii) In the event that any new supports and connections are required to be constructed under sub-clause (c)(i) of Clause No. 3.28 of the Lease, all references to "the Connection" in Clause No. 3.28 of the Lease shall be deemed to refer to the said new supports and connections.

(d) In the event of the non-fulfilment of the Lessee's obligations under sub-clauses (a), (b) or (c) of Clause No. 3.28 of the Lease, the Government may carry out the works as referred to therein at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Chief Engineer whose determination shall be final and binding upon the Lessee.

(e) 在「批租年期」期間，政府及任何可能獲政府授權的人士均獲保留於「隧道接駁位」受支撐的權利及連接至「隧道」之權利。

(f) 政府、「署長」、「總工程師」及其人員、承辦商及代理人、獲其正式授權的人士，不論是否備有工具、設備、機器或汽車，可在「批租年期」期間於所有合理時間，及當向「承租人」發出事先通知，有權佔用和有權自由及不受限制免費進出及返回及通過「該地段」或其任何部分與「該地段」已建或擬建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新「隧道接駁位」之「隧道」，並進行檢查、檢驗及監督「該租契」條款第3.28條(a)款、(b)款、(c)款及(d)款之工程，及「總工程師」認為有必要於「隧道接駁位」之「隧道」進行的任何其他工程。

(g) 政府之承租人、租戶和獲許可人，及已建或擬建「隧道」之毗鄰土地的當時業主、其人員、承辦商、代理人、工人及獲以上人士正式授權的人士，不論是否備有工具、設備、機器或汽車，可在「批租年期」期間於所有合理時間，及當向「承租人」發出事先通知，有權佔用和有權自由及不受限制免費進出及返回及通過「該地段」或其任何部分與「該地段」已建或擬建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新於「隧道接駁位」之「隧道」。

(h) 政府不會就因「承租人」履行「該租契」條款第3.28條須履行的責任，或行使「該租契」條款第3.28條或其他所賦予的權利，而不論直接或間接所引起或附帶引起並對「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(不論任何及如何引致)負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

(i) 「承租人」現確認及同意政府絕不保證「隧道」將在未來興建。政府不會就若「隧道」或其任何部分未能在未來興建或其他原因，而不論直接或間接所引起或附帶引起並對「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(不論任何及如何引致)負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

(j) 除非得到「署長」的事先書面批准及遵照「署長」施加的條件，包括「署長」可要求繳付之任何行政費及補地價，就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，「隧道接駁位」應納入計算。

(k) 僅就「該租契」條款第3.28條(a)款而言，「承租人」一詞不包括其受讓人。

17 「該租契」條款第3.29(a) 至 (g) 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或「署長」可批准的其他日期，自費以各方面均令「總工程師」滿意的方式在「該地段」及已建或擬建於「該地段」之上的建築物內按「總工程師」要求或批准的位置、標準、水平、定線及設計建造及提供一條行人通道(下稱「行人通

(e) Throughout the Lease Term, there is excepted and reserved to the Government and the person or persons to whom such rights may be granted by the Government a right of support and a right to connect the Subway at the Connection.

(f) The Government, the Director, the Chief Engineer and his officers, contractors and agents, any persons duly authorised by them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot or any part or parts thereof and the building or buildings or any part or parts thereof erected or to be erected thereon for the purpose of constructing and connecting, and thereafter inspecting, maintaining, managing, repairing and renewing the Subway at the Connection and the carrying out, inspecting, checking and supervising of the works under sub-clauses (a), (b), (c) and (d) of Clause No. 3.28 of the Lease and any other works which the Chief Engineer may consider necessary at the Subway at the Connection.

(g) The Government's lessees, tenants and licensees and the owner for the time being of the adjacent lot on which the Subway is constructed or to be constructed and their officers, contractors, agents, workmen and any persons duly authorised by them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot or any part or parts thereof and the building or buildings or any part or parts thereof erected or to be erected thereon for the purpose of constructing and connecting, and thereafter inspecting, maintaining, managing, repairing and renewing the Subway at the Connection.

(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 or incidental to the fulfilment of the Lessee's obligation or the exercise of the rights under Clause No. 3.28 of the Lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(i) The Lessee hereby acknowledges and agrees that the Government in no way warrants that the Subway will be constructed in the future and 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 or incidental thereto if the Subway or any part or parts is not constructed or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(j) Except with the prior written approval of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, the Connection shall be taken into account for the purpose of the calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease.

(k) For the purpose of sub-clause (a) of Clause No. 3.28 of the Lease, the expression "Lessee" shall exclude its assigns.

17 Clause No. 3.29(a) to (g) of the Lease stipulates that:

(a) The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department, or such other date as may be approved by the Director at its own expense and in all respects to the satisfaction of the Chief Engineer construct and provide within the Lot and the building or buildings erected or to be erected thereon, and at such positions and to such

道」)，其寬度按「總工程師」要求或批准，以連接：

(i) 「該租契」條款第3.28條所指的「隧道」；及

(ii) 毗鄰「該地段」的政府土地之地面水平，其出口位於或大概位於沿著「該租契」附圖上顯示及標明地界線上的A點及D點之間。

(b) 「承租人」須在「批租年期」期間自費維持、維修、管理及保養「行人通道」於良好和修繕妥當的狀態，並在各方面使「總工程師」滿意。

(c) 「承租人」須在「批租年期」期間於「隧道接駁位」之「隧道」啟用後保持「行人通道」開放，以供所有公眾人士在免費及不受干擾的情況下一天24小時為了一切合法目的以徒步或乘坐輪椅的方式使用。

(d) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第3.29條(c)款的責任並不代表「承租人」有意或政府同意就通行權將「行人通道」訂為公眾專用。

(e) 現明文同意、聲明及規定，「承租人」於「該租契」條款第3.29條(c)款的責任不會引致有關額外上蓋面積或地積比率的任何寬免或權利的期望或申索或有關者(不論是根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文或其他條文)。為免生疑問，「承租人」明文放棄根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文提出有關額外上蓋面積或地積比率的任何及所有申索或任何寬免或權利。

(f) 「署長」可行使其獨有酌情權決定整幅「行人通道」範圍或其任何部分不納入計算「該租契」條款第3.14(a)條指定的總樓面面積。

(g) (i) 倘若「該地段」或其任何部分進行重建而需要拆卸或移除「行人通道」或其任何部分，如「總工程師」要求，「承租人」須在「總工程師」施加之時限內自費以「總工程師」行使其獨有酌情權批准或要求之標準、水平、定線及設計以新的行人通道取代「行人通道」，並在各方面使「總工程師」滿意。

(ii) 倘若根據「該租契」條款第3.29條(g)(i)款而需建造任何新的行人通道，所有「該租契」條款所指之「行人通道」須被視作指上述新的行人通道。

18 「該租契」條款第3.30(a)至(j)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以各方面均令水務監督滿意的方式自費：

(i) 向水務總監提交或促使他人向水務監督提交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3.30條(a)(ii)款提供及安裝「自動讀錶」外站位置之布局圖、組成「自動讀錶」外站的

standards, levels, alignment and designs as the Chief Engineer shall require or approve a pedestrian walkway with a width as the Chief Engineer shall require or approve (hereinafter referred to as "the Pedestrian Walkway") so as to link up the following:

(i) the Subway referred to in Clause No. 3.28 of the Lease; and

(ii) the ground level of Government land adjacent to the Lot with exit point at or around such location along the boundary line between points A and D shown and marked on the plan annexed to the Lease.

(b) The Lessee shall throughout the Lease Term upkeep, repair, manage and maintain at its own expense the Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Chief Engineer.

(c) The Lessee shall upon the opening of the Subway at the Connection and throughout the Lease Term keep the Pedestrian Walkway open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clause (c) of Clause No. 3.29 of the Lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway to the public for the right of passage.

(e) It is expressly agreed and declared and provided that the obligations on the part of the Lessee contained in sub-clause (c) of Clause No. 3.29 of the Lease will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Lessee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(f) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkway or any part or parts thereof that may be excluded from the calculation of the total gross floor area specified in Clause No. 3.14(a) of the Lease.

(g) (i) In the event of any redevelopment of the Lot or any part thereof whereby the Pedestrian Walkway or any part or parts thereof are required to be demolished or removed, the Lessee shall if required by the Chief Engineer, within such time limit as may be imposed by the Chief Engineer, at its own expense and in all respects to the satisfaction of the Chief Engineer, replace the same by such new pedestrian walkway with such standards, levels, alignment and designs as the Chief Engineer may in his sole discretion approve or require.

(ii) In the event that any new pedestrian walkway is required to be constructed under sub-clause (g)(i) of Clause No. 3.29 of the Lease, all references to "the Pedestrian Walkway" in the Lease shall be deemed to refer to the said new pedestrian walkway.

18 Clause No. 3.30(a) to (j) 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:

(i) submit or cause to be submitted to the Water Authority for his 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 location of the

「自動讀錶」設備之編排及相關細節、及指定容納「自動讀錶」外站設備之地方或空間；及

(ii) 獲水務監督根據「該租契」條款第3.30條(a)(i)款批准提供及安裝之「自動讀錶」外站(下稱「自動讀錶外站」)，包括個人用戶之食水供應水錶，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，為免生疑問，包括：

(I) 必要的電線及電纜；

(II) 必要的已安裝「自動讀錶」設備之「自動讀錶」錶板；及

(III) 其他設施及相關設備。

就「該租契」條款第3.30條(a)(ii)款而言，「用戶」一詞根據《水務設施條例》及其下的規例及任何修訂法例定義。

(b) 在根據「該租契」條款第3.30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」期間以各方面均令水務監督滿意的方式自費維持、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3.30條(g)款交還「自動讀錶外站」的管有權予水務監督為止。

(d) 水務監督有權行使其絕對酌情權於任何時間向「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」之地方或空間上方、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)阻止或干擾容納、運作和保養「自動讀錶外站」之物件或物料。「承租人」須於收到該通知書後自費拆卸或移除該等物件或物料，並在通知書訂明的期限內修復及維修受拆卸或移除影響之地方或空間，並在各方面使水務監督滿意。

(e) 倘若「承租人」未能根據「該租契」條款第3.30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及返回及通過「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：

(i) 以視察及檢查根據「該租契」條款第3.30條(a)(ii)款、(c)款和(d)款進行的任何工程；

(ii) 以根據「該租契」條款第3.30 條(e)款進行任何工程；及

AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of Clause No. 3.30 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. 3.30 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. 3.30 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. 3.30 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. 3.30 of the Lease.

(d) The Water Authority shall, at any time at his 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. 3.30 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 authorised 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. 3.30 of the Lease;

(ii) carrying out any works in accordance with sub-clause (e) of Clause No. 3.30 of the Lease; and

(iii) 在根據「該租契」條款第3.30條(g)款交還「自動讀錶外站」的管有權予水務監督之後，以視察、運作、保養、維修和翻新「自動讀錶外站」。

(g) 獲批准「自動讀錶外站」或其任何部分須按水務監督要求在其書面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「該租契」條款第3.30條(a)(ii)款、(c)款、(d)款和(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3.30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根據「該租契」條款第3.30條(f)款行使權利所引起或附帶引起並對「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」亦不可就任何該等損失、損害、滋擾或干擾向上述任何人士、向政府提出索償。

(i) 「承租人」須對提供、安裝、維修、保養和管理「自動讀錶外站」或根據「該租契」條款第3.30條(e)款的工程，而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3.30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) 僅就「該租契」條款第3.30條(a)款、(b)款、(c)款和(g)款而言，「承租人」一詞不包括其受讓人。

19 「該租契」條款第3.31(a)至(c)條訂明：

(a) 「承租人」須於「該租契」的日期起計6個曆月或「規劃署署長」批准的其他期限內及以各方面均令「規劃署署長」滿意的方式，自費向「規劃署署長」提交或促使他人向「規劃署署長」提交「該地段」內發展項目的通風評估(下稱「通風評估」)以待書面審批，「通風評估」當中含有「規劃署署長」要求的資料和詳情，包括但不限於發展「該地段」可引起的所有對行人通風環境的潛在影響，及對通風設計之改善措施、緩解措施及其他措施及工程的建議(下稱「通風評估緩解措施」)。

(b) 「承租人」須自費並於「規劃署署長」所指的時限內進行及實施根據「該租契」條款第3.31條(a)款獲「規劃署署長」批准的「通風評估緩解措施」(下稱「獲批准通風評估緩解措施」)，並在各方面使「規劃署署長」滿意。

(c) 「承租人」現特此確認及同意「承租人」須自行負責並自費進行及實施「獲批准通風評估緩解措施」，並在各方面使「規劃署署長」滿意。政府不會就因「承租人」履行「該租契」的責任或其他原因，而不論直接或間接所引起或附帶引起並對「承租人」或任何其他人士造成或使其蒙受的任何損失、損害、

(iii) inspecting, 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. 3.30 of the Lease.

(g) The approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Lessee on demand upon such date or dates as specified by 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 the Completion Certificate by the Chief Architect of the Housing Department.

(h) The Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorised by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the fulfilment of the Lessee's obligations under sub-clauses (a)(ii), (c), (d) and (f) of Clause No. 3.30 of the Lease or the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of Clause No. 3.30 of the Lease or the exercise by the Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorised by the Water Authority of any of the rights conferred under sub-clause (f) of Clause No. 3.30 of the Lease, and no claim whatsoever shall be made against any of them against the Government 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 and its officers, contractors, agents and workmen and any persons authorised by the Water Authority under sub-clause (h) of Clause No. 3.30 of the Lease from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever 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. 3.30 of the Lease.

(j) For the purpose of sub-clauses (a), (b), (c) and (g) of Clause No. 3.30 of the Lease, the expression "Lessee" shall exclude its assigns.

19 Clause No. 3.31(a) to (c) of the Lease stipulates that:

(a) The Lessee shall within six calendar months from the date of the Lease or such other period as may be approved by the D of P, at its own expense and in all respects to the satisfaction of the D of P, submit or cause to be submitted to the D of P for his written approval an air ventilation assessment (hereinafter referred to as "the AVA") on the development of the Lot containing, among others, such information and particulars as the D of P may require, including but not limited to all potential impacts on pedestrian wind environment as may arise from the development of the Lot, and recommendations for air ventilation design improvement measures, mitigation measures and other measures and works (hereinafter referred to as "the AVA Mitigation Measures").

(b) The Lessee shall at its own expense and within such time limit as may be stipulated by the D of P carry out and implement the AVA Mitigation Measures as approved by the D of P under sub-clause (a) of Clause No. 3.31 of the Lease (hereinafter referred to as "the Approved AVA Mitigation Measures") in all respects to the satisfaction of the D of P.

(c) The Lessee hereby expressly acknowledges and agrees that the Lessee shall have the sole responsibility at its own expense to carry out and implement the Approved AVA Mitigation Measures in all respects to the satisfaction of the D of P. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the

滋擾或干擾(不論任何及如何引致)負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

20 **「該租契」條款第3.32條訂明：**

「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獲得由香港綠色建築議會或其他獲「署長」可批准之同等機構評定已建或擬建於「該地段」之上的建築物之綠建環評為暫定金級或以上評級。

21 **「該租契」條款第3.33(a)至(f)條訂明：**

(a) **(i)** 「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或「署長」可批准的其他日期自費：

(I) 向主管部門提交或促使他人向主管部門提交圖則以待書面審批，圖則含有「公共通道範圍」及「行人通道」(下統稱「公共設施」)之主管部門個別或一起所要求或以其獨有及絕對酌情權指定之位置、布局、範圍、路線(如適用)和其他資料(獲主管部門批准之圖則下稱「獲批准公共設施布局圖」)；及

(II) 分別交主管部門及「署長」存放或促使他人交主管部門及「署長」存放「獲批准公共設施布局圖」或獲認可人士(根據《建築物條例》及其下的規例及任何修訂法例定義)核證之圖則副本。

(ii) 未經主管部門事先書面批准，不得修訂、更改、改動、修改或以另一圖則代替「獲批准公共設施布局圖」，而主管部門在授予該批准時可施加其認為合適的條款及條件。

(iii) 就「該租契」條款第3.33條而言：

(I) 有關「公共通道範圍」，主管部門是指「署長」；及

(II) 有關「行人通道」，主管部門是指土木工程拓展署東拓展處總工程師。

(b) 「承租人」須在「公共通道範圍」完工時及當「行人通道」根據「該租契」條款第3.29(c)條開放供公眾人士使用時，或「署長」以其獨有及絕對酌情權指定之其他日期，及此後在「批租年期」期間自費以各方面均令主管部門滿意的方式以主管部門不時要求之比例、尺寸、設計及位置於「該地段」或任何已建或擬建於「該地段」之上的建築物或構築物或其任何部分內或於「該地段」之外展示及維持：

(i) 「獲批准公共設施布局圖」之副本；及

(ii) 通告或標示牌以標示主管部門要求或指定的「公共設施」之位置、路線、入口及出口(如適用)和其他資料。

Lessee or any other person arising whether directly or indirectly out of or incidental to the fulfilment of the Lessee's obligations under the Lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

20 **Clause No. 3.32 of the Lease stipulates that:**

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 obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the Lot from the Hong Kong Green Building Council or such other equivalent bodies as may be approved by the Director.

21 **Clause No. 3.33(a) to (f) of the Lease stipulates that:**

(a) **(i)** The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department or such other date as may be approved by the Director at its own expense:

(I) submit or cause to be submitted to the competent authorities for their approval in writing such plan or plans containing such information on the location or locations, layout or layouts, extent, routing (as appropriate) and other information of the Public Passage Area and the Pedestrian Walkway (hereinafter collectively referred to as "the Public Facilities") individually or collectively as may be required or specified by the competent authorities at their sole and absolute discretion (which plan or plans approved by the competent authorities are hereinafter referred to as "the Approved Public Facilities Layout Plans"); and

(II) deposit or cause to be deposited the Approved Public Facilities Layout Plans or a copy of such plans certified by an authorised person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) with the competent authorities and the Director respectively.

(ii) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of the competent authorities who may in granting such approval impose such terms and conditions as they see fit.

(iii) For the purpose of Clause No. 3.33 of the Lease, the competent authorities shall be as follows:

(I) the Director in respect of the Public Passage Area; and

(II) the Chief Engineer of East Development Office, Civil Engineering and Development Department in respect of the Pedestrian Walkway.

(b) The Lessee shall upon the completion of the Public Passage Area and upon the opening of the Pedestrian Walkway for use by members of the public in accordance with Clause 3.29(c) of the Lease or such other date or dates as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the Lease Term at the Lessee's own expense display and maintain in such scale, dimensions and design within the Lot or any building or buildings or structure or structures erected or to be erected on the Lot or any part thereof or outside the Lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the competent authorities:

(i) copy of the Approved Public Facilities Layout Plans; and

(ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the competent authorities.

(c) (i) 「承租人」須(在履行根據「該租契」條款第3.33條(a)(i)(II)款所要求之外)以主管部門及「署長」獨有及絕對酌情權要求的方式、格式及於時限內向主管部門及「署長」提交或促使他人向主管部門及「署長」提交「獲批准公共設施布局圖」。

(ii) 「承租人」現：

(I) 同意主管部門、「署長」、政府、其人員、承辦商、代理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「獲批准公共設施布局圖」及以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「獲批准公共設施布局圖」予任何第三方(不論個人、商戶、法人團體、公眾人士或其他組織)，不論用以回覆公眾或傳媒查詢或其他查詢，或主管部門、「署長」或政府之主動查詢；及

(II) 接受及確認主管部門、「署長」、政府、其人員、承辦商、代理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：

(A) 決定是否行使「該租契」條款第3.33條(c)(ii)(I)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「獲批准公共設施布局圖」；

(B) 處理或合併「獲批准公共設施布局圖」與其他來源之資料包括有關毗鄰或其他土地或地方及任何其他資料；及

(C) 查閱、使用、複印、修訂、披露及傳布「獲批准公共設施布局圖」，於主管部門或「署長」決定之任何網站(不論屬於網站之部分服務或其他)或任何其他平台或途徑，不論以其獨有及絕對酌情權決定之任何格式處理及/或綜合(視乎情況而定)之後，供任何政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

(iii) 就「該租契」條款第3.33條(c)(ii)款而言，「承租人」須促致或促使他人促致「獲批准公共設施布局圖」的知識產權擁有人同意主管部門、「署長」、政府、其人員、承辦商、代理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、處理、合併及傳布「獲批准公共設施布局圖」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「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

(iv) 「承租人」現接受及確認根據「該租契」條款第3.33條(c)(ii)(I)款及(c)(iii)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。

(d) 「承租人」須在「批租年期」期間於所有合理時間允許主管部門、「署長」、政府、其人員、承辦商、代理人及任何其他獲上述任何人士授權的人士，不

(c) (i) The Lessee shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of Clause No. 3.33 of the Lease) submit or cause to be submitted the Approved Public Facilities Layout Plans to the competent authorities and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.

(ii) The Lessee hereby:

(I) gives its consent to the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facilities Layout Plans and to disclose and disseminate the Approved Public Facilities Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the competent authorities', the Director's or the Government's own accord; and

(II) accepts and acknowledges that the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them shall have the sole and absolute discretion and right:

(A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans as provided under sub-clause (c)(ii)(I) of Clause No. 3.33 of the Lease;

(B) to process or integrate the Approved Public Facilities Layout Plans with information from other sources including those regarding adjacent or other sites or areas and with any other information; and

(C) to view, use, copy, modify, disclose and disseminate the Approved Public Facilities Layout Plans, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the competent authorities or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.

(iii) For the purpose of sub-clause (c)(ii) of Clause No. 3.33 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facilities Layout Plans to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facilities Layout Plans by the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party.

(iv) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of Clause No. 3.33 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.

(d) The Lessee shall at all reasonable times throughout the Lease Term permit the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the

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免費進出及返回及通過「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，以視察、檢查或確保「承租人」未有違反或未有不遵守「該租契」條款第3.33條(b)款。

(e) 對於履行或未能履行「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」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。

(f) 對於履行或未能履行任何「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

22 「該租契」條款第4.2條訂明：

「承租人」須就任何違反「該租契」的條款和契諾所引致或任何「署長」認為(其意見為最終決定並對「承租人」具約束力)因「該地段」的使用、「該地段」或其任何部分的建設或重建、在「該地段」進行的任何活動或「承租人」在「該地段」進行的任何其他工程(不論該等使用、建設或重建、活動或工程是否符合或違反「該租契」的條款和契諾)而對任何相鄰或毗連土地或「該地段」造成的任何損壞或土壤和地下水污染所引致的一切法律行動、訴訟、責任、要求、費用、開支、損失(不論財務或其他)及索償(不論任何及如何引致)在此對政府作出彌償，並使政府持續得到彌償。

23 「該租契」條款第4.3條訂明：

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

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 observe sub-clause (b) of Clause No. 3.33 of the Lease by the Lessee.

(e) 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 the Lessee's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 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.

(f) 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)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 of the Lease.

22 Clause No. 4.2 of the Lease stipulates that:

The Lessee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from 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.

23 Clause No. 4.3 of the Lease stipulates that:

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

24 **「該租契」條款第4.4條訂明：**

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

25 **「該租契」條款第4.5(a) 至 (d) 條訂明：**

(a) 如果任何土地存在或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經「署長」預先書面同意，亦不論是在「該地段」內或任何政府土地內，旨在構建、平整或開發「該地段」或其任何部分或「承租人」按「該租契」條款需要進行的任何其他工程或作任何其他用途，「承租人」必須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後必要的其他工程，以便保護與承托「該地段」內的土地和任何毗鄰或毗連的政府土地或出租土地，避免與防止今後發生任何塌方、山泥傾瀉或地陷。「承租人」必須在「批租年期」期間自費維持上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程於良好和修繕妥當的狀態，並使「署長」滿意。

(b) 「該租契」條款第4.5條(a)款的規定並沒有影響政府在「該租契」下的權利，特別是「該租契」條款第4.4條賦予政府的權利。

(c) 倘若因為任何構建、平整、開發或「承租人」進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自「該地段」任何土地或任何毗鄰或毗連的政府土地或出租土地，「承租人」須自費進行修復及彌補，使「署長」滿意，並對上述塌方、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

(d) 除了「該租契」規定對違反該等條款的任何其他權利或補償外，「署長」有權發出書面通知要求「承租人」進行、修建和保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或還原及修復任何塌方、山泥傾瀉或地陷。如果「承租人」不理會或未能在通知指定的期限內遵從該通知要求，並使「署長」滿意，「署長」可立即執行與進行任何必要的工程。「承租人」須按政府要求即時償還政府因此產生的費用連同任何行政費或專業費用及開支。

26 **「該租契」條款第4.6條訂明：**

未經「署長」的事先書面批准，不得在「該地段」使用碎石設備。

24 **Clause No. 4.4 of the Lease stipulates that:**

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

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

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Lessee under the Lease, or for any other purpose, the Lessee shall at its own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times throughout the Lease Term maintain at its own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of Clause No. 4.5 of the Lease shall prejudice the Government's rights under the Lease, in particular Clause No. 4.4 of the Lease.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Lessee shall at its own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies provided in the Lease for breach of any of the terms and covenants contained in the Lease, the Director shall be entitled by notice in writing to call upon the Lessee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

26 **Clause No. 4.6 of the Lease stipulates that:**

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

27 **「該租契」條款第4.7條訂明：**

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

28 **「該租契」條款第4.8(a) 至 (b) 條訂明：**

(a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料 (下稱「廢料」) 被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、明渠或其他政府產業 (下稱「政府的物業」)，「承租人」須自費清理該等「廢料」並為對「政府的物業」所造成的任何損壞作出彌補。「承租人」須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾，而不論直接或間接所引起或與之有關的一切責任、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4.8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。

29 **「該租契」條款第4.9條訂明：**

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

27 **Clause No. 4.7 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.

28 **Clause No. 4.8(a) to (b) of the Lease stipulates that:**

(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Lessee shall at its own expense remove the waste from and make good any damage done to the Government properties. The Lessee shall indemnify and keep indemnified the Government 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. 4.8 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.

29 **Clause No. 4.9 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

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。

30 **「該租契」條款第4.10(a) 至 (b) 條訂明：**

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

(b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

31 **「該租契」條款第4.11條訂明：**

「承租人」確認於「該租契」的日期有已規劃及現存區域供冷系統喉管及電纜管道、沙井及相關設施在「該地段」或其任何部分之毗鄰經過(下稱「區域供冷系統喉管及電纜管道」)。「承租人」須就「承租人」、其僱員、承辦商、代理人、工人或任何獲「承租人」授權的人士對「區域供冷系統喉管及電纜管道」之任何拆卸或損壞或任何干擾，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、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府、「署長」、機電工程署署長、其人員、代理人、承辦商、工人及任何其他獲上述任何人士授權的人士作出彌償，並使其持續得到彌償。

32 **「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

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.

30 **Clause No. 4.10(a) to (b) of the Lease stipulates that:**

(a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of 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.

31 **Clause No. 4.11 of the Lease stipulates that:**

The Lessee acknowledges that as at the date of the Lease, there are some planned and existing district cooling system pipework and cable ducting, manholes and associated facilities running adjacent to the Lot or any part thereof (hereinafter referred to as "the DCS Pipework and Cable Ducting"). The Lessee shall indemnify and keep indemnified the Government, the Director, The Director of Electrical and Mechanical Services, its or their officers, agents, contractors, workmen and any other persons authorised by any of them from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever or howsoever arising whether directly or indirectly out of or in connection with any demolition or damage to or any interference with the DCS Pipework and Cable Ducting by the Lessee, its employees, contractors, agents, workmen and any persons authorised by the Lessee.

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

(a) There is reserved unto the Government and the lessees, tenants, occupiers and licensees of any adjoining or neighbouring land or premises or any other persons duly authorised by any of them the right of passage of gas, electricity, fresh or salt water, soil, drainage, air, smoke or other effluent, telephone, water, utility, and other services to and from such adjoining or neighbouring land or premises

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)。

33 「該租契」條款第5.5條訂明：

除非事先獲得「署長」的書面同意，否則「承租人」不得進行或允許或容許他人進行任何與已建或擬建於「該地段」之上的任何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」的任何毗連或相鄰私人住宅單位。至於何謂使一個單位內部連結及可通往任何毗連或相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。

through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) passing along, through, over, upon, under or in the Lot or any part thereof.

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

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

33 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：

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

Notes:

1. Since 1 July 2022, the Secretary for Transport & Housing has been changed to the Secretary for Housing.
2. Since 1 July 2022, the Permanent Secretary for Transport & Housing (Housing) has been changed to the Permanent Secretary for Housing.
3. For full details of the above provisions and other provisions in the 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.

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

A 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 「公共通道範圍」

(i) 批地文件的有關條文

「該租契」(見批地文件的摘要內的定義)條款第3.14(f)條訂明：

(i) 於「該租契」附圖上以粉紅色加黑點顯示的範圍(下稱「粉紅色加黑點範圍」)內擬豎立或建造的所有建築物或構築物之設計均事先獲得「署長」(見批地文件的摘要內的定義)書面批准。

(ii) 不得在「粉紅色加黑點範圍」內由地面水平向上延伸達4.2米的空間內興建或建造建築物、構築物、為任何建築物或構築物而設的支撐、或突出物(垂直支柱除外)。

(iii) 「承租人」(見批地文件的摘要內的定義)須自費以各方面均令「署長」滿意的方式覆蓋及沿經「粉紅色加黑點範圍」之地面及從地面向上延伸不少於4.2米之上按「署長」可批准或要求的方式、物料、標準、水平、寬度及設計鋪設、構建、建造及提供一條通道(下稱「公共通道範圍」)。

(iv) 「承租人」須在「批租年期」(見批地文件的摘要內的定義)期間以各方面均令「署長」滿意的方式維持「公共通道範圍」，以供公眾在免費及不受干擾的情況下於一天24小時所有時間為了一切合法目的於「公共通道範圍」上、之上、穿過及沿途以徒步或乘坐輪椅的方式經過。

(v) 就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，「公共通道範圍」面積不應該納入計算。

(vi) 「承租人」須在「批租年期」期間自費管理、維持、維修及保養「公共通道範圍」連同其組成部分的或與之有關的一切於良好和修繕妥當的狀態，並在各方面使「署長」滿意。

(vii) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第3.14條(f)(iv)款的責任並不代表「承租人」有意或政府同意就通行權將「公共通道範圍」訂為公眾專用。

(viii) 現明文同意、聲明及規定，「承租人」於「該租契」條款第3.14條(f)(iv)款的責任不會引致有關額外上蓋面積或地積比率的任何寬免或權利的期望或申索或有關者(不論是根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文或其他條文)。為免生疑問，「承租人」明文放棄根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文提出有關額外上蓋面積或地積比率的任何及所有申索或任何寬免或權利。

(ix) 就「該租契」條款第3.14條而言，何謂「該租契」條款第3.14條(f)(ii)款及(f)(iii)款所指的地面水平將由「署長」決定，其決定為最終決定，並對「承租人」具約束力。

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

1. PUBLIC PASSAGE AREA

(i) Relevant provisions of the land grant

Clause No. 3.14(f) of the Lease (as defined in the Summary of Land Grant) stipulates that:

(i) Design of all building(s) and structure(s) to be erected or constructed within the area as shown coloured pink stippled black on the plan annexed to the Lease (hereinafter referred to as "the Pink Stippled Black Area") shall be subject to prior written approval of the Director (as defined in the Summary of Land Grant).

(ii) Except for the vertical columns, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Pink Stippled Black Area at the ground level extending upwards to a height of 4.2 metres.

(iii) The Lessee (as defined in the Summary of Land Grant) shall at its own expense lay, form, construct and provide a passage over and along the ground level of the Pink Stippled Black Area and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels, width and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.

(iv) The Lessee shall throughout the Lease Term (as defined in the Summary of Land Grant) in all respects to the satisfaction of the Director keep the Public Passage Area open for the use by the public at all times 24 hours a day on foot or by wheelchair on, over, through and along the Public Passage Area for all lawful purposes free of charge and without any interruption.

(v) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease.

(vi) The Lessee shall throughout the Lease Term manage, upkeep, repair and maintain at its own expense the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.

(vii) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clause (f)(iv) of Clause No. 3.14 of the Lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.

(viii) It is expressly agreed, declared and provided that the obligation on the part of the Lessee contained in sub-clause (f)(iv) of Clause No. 3.14 of the Lease will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Lessee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(ix) For the purposes of Clause No. 3.14 of the Lease, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (f)(ii) and (f)(iii) of Clause No. 3.14 shall be final and binding on the Lessee.

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

「該租契」條款第3.33(a) 至 (f) 條訂明：

(a) **(i)** 「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或「署長」可批准的其他日期自費：

(I) 向主管部門提交或促使他人向主管部門提交圖則以待書面審批，圖則含有「公共通道範圍」及「行人通道」(下統稱「公共設施」) 之主管部門個別或一起所要求或以其獨有及絕對酌情權指定之位置、布局、範圍、路線 (如適用) 和其他資料 (獲主管部門批准之圖則下稱「獲批准公共設施布局圖」)；及

(II) 分別交主管部門及「署長」存放或促使他人交主管部門及「署長」存放「獲批准公共設施布局圖」或獲認可人士 (根據《建築物條例》及其下的規例及任何修訂法例定義) 核證之圖則副本。

(ii) 未經主管部門事先書面批准，不得修訂、更改、改動、修改或以另一圖則代替「獲批准公共設施布局圖」，而主管部門在授予該批准時可施加其認為合適的條款及條件。

(iii) 就「該租契」條款第3.33條而言：

(I) 有關「公共通道範圍」，主管部門是指「署長」；及

(II) 有關「行人通道」，主管部門是指土木工程拓展署東拓展處總工程師。

(b) 「承租人」須在「公共通道範圍」完工時及當「行人通道」根據「該租契」條款第3.29(c)條開放供公眾人士使用時，或「署長」以其獨有及絕對酌情權指定之其他日期，及此後在「批租年期」期間自費以各方面均令主管部門滿意的方式以主管部門不時要求之比例、尺寸、設計及位置於「該地段」(見批地文件的摘要內的定義) 或任何已建或擬建於「該地段」之上的建築物或構築物或其任何部分內或於「該地段」之外展示及維持：

(i) 「獲批准公共設施布局圖」之副本；及

(ii) 通告或標示牌以標示主管部門要求或指定的「公共設施」之位置、路線、入口及出口 (如適用) 和其他資料。

(c) **(i)** 「承租人」須 (在履行根據「該租契」條款第3.33條(a)(i)(II)款所要求之外) 以主管部門及「署長」獨有及絕對酌情權要求的方式、格式及於時限內向主管部門及「署長」提交或促使他人向主管部門及「署長」提交「獲批准公共設施布局圖」。

Clause No. 3.33(a) to (f) of the Lease stipulates that:

(a) **(i)** The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department or such other date as may be approved by the Director at its own expense:

(I) submit or cause to be submitted to the competent authorities for their approval in writing such plan or plans containing such information on the location or locations, layout or layouts, extent, routing (as appropriate) and other information of the Public Passage Area and the Pedestrian Walkway (hereinafter collectively referred to as "the Public Facilities") individually or collectively as may be required or specified by the competent authorities at their sole and absolute discretion (which plan or plans approved by the competent authorities are hereinafter referred to as "the Approved Public Facilities Layout Plans"); and

(II) deposit or cause to be deposited the Approved Public Facilities Layout Plans or a copy of such plans certified by an authorised person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) with the competent authorities and the Director respectively.

(ii) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of the competent authorities who may in granting such approval impose such terms and conditions as they see fit.

(iii) For the purpose of Clause No. 3.33 of the Lease, the competent authorities shall be as follows:

(I) the Director in respect of the Public Passage Area; and

(II) the Chief Engineer of East Development Office, Civil Engineering and Development Department in respect of the Pedestrian Walkway.

(b) The Lessee shall upon the completion of the Public Passage Area and upon the opening of the Pedestrian Walkway for use by members of the public in accordance with Clause 3.29(c) of the Lease or such other date or dates as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the Lease Term at the Lessee's own expense display and maintain in such scale, dimensions and design within the Lot (as defined in the Summary of Land Grant) or any building or buildings or structure or structures erected or to be erected on the Lot or any part thereof or outside the Lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the competent authorities:

(i) copy of the Approved Public Facilities Layout Plans; and

(ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the competent authorities.

(c) **(i)** The Lessee shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of Clause No. 3.33 of the Lease) submit or cause to be submitted the Approved Public Facilities Layout Plans to the competent authorities and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.

(ii) 「承租人」現：

(I) 同意主管部門、「署長」、政府、其人員、承辦商、代理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「獲批准公共設施布局圖」及以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「獲批准公共設施布局圖」予任何第三方(不論個人、商戶、法人團體、公眾人士或其他組織)，不論用以回覆公眾或傳媒查詢或其他查詢，或主管部門、「署長」或政府之主動查詢；及

(II) 接受及確認主管部門、「署長」、政府、其人員、承辦商、代理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：

(A) 決定是否行使「該租契」條款第3.33條(c)(ii)(I)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「獲批准公共設施布局圖」；

(B) 處理或合併「獲批准公共設施布局圖」與其他來源之資料包括有關毗鄰或其他土地或地方及任何其他資料；及

(C) 查閱、使用、複印、修訂、披露及傳布「獲批准公共設施布局圖」，於主管部門或「署長」決定之任何網站(不論屬於網站之部分服務或其他)或任何其他平台或途徑，不論以其獨有及絕對酌情權決定之任何格式處理及/或綜合(視乎情況而定)之後，供任何政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

(iii) 就「該租契」條款第3.33條(c)(ii)款而言，「承租人」須促致或促使他人促致「獲批准公共設施布局圖」的知識產權擁有人同意主管部門、「署長」、政府、其人員、承辦商、代理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、處理、合併及傳布「獲批准公共設施布局圖」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「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

(iv) 「承租人」現接受及確認根據「該租契」條款第3.33條(c)(ii)(I)款及(c)(iii)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。

(ii) The Lessee hereby:

(I) gives its consent to the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facilities Layout Plans and to disclose and disseminate the Approved Public Facilities Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the competent authorities', the Director's or the Government's own accord; and

(II) accepts and acknowledges that the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them shall have the sole and absolute discretion and right:

(A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans as provided under sub-clause (c)(ii)(I) of Clause No. 3.33 of the Lease;

(B) to process or integrate the Approved Public Facilities Layout Plans with information from other sources including those regarding adjacent or other sites or areas and with any other information; and

(C) to view, use, copy, modify, disclose and disseminate the Approved Public Facilities Layout Plans, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the competent authorities or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.

(iii) For the purpose of sub-clause (c)(ii) of Clause No. 3.33 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facilities Layout Plans to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facilities Layout Plans by the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party.

(iv) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of Clause No. 3.33 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.

(d) 「承租人」須在「批租年期」期間於所有合理時間允許主管部門、「署長」、政府、其人員、承辦商、代理人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「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，以視察、檢查或確保「承租人」未有違反或未有不遵守「該租契」條款第3.33條(b)款。

(e) 對於履行或未能履行「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」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。

(f) 對於履行或未能履行任何「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

(ii) 公契的有關條文

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

i. 根據「公契」第一節第1條，「公共通道範圍」指「該租契」條款第3.14(f)條所指的「公共通道範圍」，即於「公契」所夾附圖則以綠色點界線顯示以資識別的範圍。

ii. 根據「公契」第十一節第 93條，其單位包括「公共通道範圍」或其任何部分之業主，在關於「公共通道範圍」或(視乎情況而定)其部分並構成上述單位的其中一部分之範圍，該業主須符合「該租契」有關「公共通道範圍」之條款及條件。

(d) The Lessee shall at all reasonable times throughout the Lease Term permit the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised 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 observe sub-clause (b) of Clause No. 3.33 of the Lease by the Lessee.

(e) 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 the Lessee's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 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.

(f) 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)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 of the Lease.

(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, "Public Passage Area" shall mean the "Public Passage Area" referred to in Clause 3.14(f) of the Lease which said area is shown for identification purpose edged with green dotted lines on the plans annexed to the DMC.

ii. Pursuant to Clause 93 of Section XI of the DMC, the Owner(s) of a Unit which includes the Public Passage Area or a part thereof shall, in respect of the Public Passage Area or (as the case may be) such part thereof forming part of that Unit, comply with the terms and conditions of the Lease relating to the Public Passage Area.

2. 「隧道接駁位」

(i) 批地文件的有關條文

「該租契」條款第3.28(a) 至 (k) 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「署長」可批准的其他日期或上述日期之前，自費以各方面均令土木工程拓展署東拓展處總工程師(下稱「總工程師」)滿意的方式，於「該地段」及已建或擬建於「該地段」之上的建築物內，在「該租契」附圖上於P1點及P2點之間以「Ⓐ」顯示及標明在已建或擬建於「該地段」之上的建築物之周界，或按「總工程師」規定或批准的該等其他地點及水平豎立、建造及提供結構支撐物和接駁位(該等結構支撐物和接駁位下統稱「隧道接駁位」)，以接收、連接及支撐由政府或獲政府授權的其他方可能建造之毗鄰隧道(下稱「隧道」)，因此行人可經「隧道」往返根據「該租契」條款第3.29條定義之「行人通道」。就此目的而言，「承租人」須在「隧道接駁位」預留一個內淨寬度最少須為4.0米和內淨高度最少須為3.0米，而經修飾的地面水平為香港主水平基準以下5.7米，或按「總工程師」規定或批准的該等其他尺寸、位置或水平，以便於「隧道接駁位」連接「隧道」至「該地段」或任何已建或擬建於「該地段」之上的建築物。僅就「該租契」條款第3.28條(a)款而言，何謂經修飾的地面水平、內淨寬度和內淨高度將由「總工程師」決定，其決定為最終決定並對「承租人」具約束力。

(b) 當根據「該租契」條款第3.28條(a)款「隧道接駁位」完工時及在「批租年期」期間，「承租人」須自費維持、保養、維修及管理「隧道接駁位」於良好和修繕妥當的狀態，並在各方面使「總工程師」滿意。

(c) (i) 倘若「該地段」或其任何部分進行重建而需要拆卸或移除「隧道接駁位」或其任何部分，如「總工程師」要求，「承租人」須在「總工程師」或施加之時限內自費以「總工程師」行使其獨有酌情權批准或要求之物料、設計、規格、標準、寬度、樓底高度、水平、高度及位置以新的支撐物和接駁位取代「隧道接駁位」，並在各方面使「總工程師」滿意。

(ii) 倘若根據「該租契」條款第3.28條(c)(i)款而需建造任何新的支撐物和接駁位，所有「該租契」條款第3.28條所指之「隧道接駁位」須被視作指上述新的支撐物和接駁位。

(d) 倘若「承租人」未能根據「該租契」條款第3.28條(a)款、(b)款或(c)款規定履行其義務，政府可進行該條款所述的工程，費用須由「承租人」承擔，「承租人」須按要求向政府支付由「總工程師」決定相等於該工程費用的款項，「總工程師」的決定為最終決定並對「承租人」具約束力。

2. SUBWAY CONNECTION

(i) Relevant provisions of the land grant

Clause No. 3.28(a) to (k) of the Lease stipulates that:

(a) The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department, or such other date as may be approved by the Director at its own expense and in all respects to the satisfaction of the Chief Engineer of East Development Office, Civil Engineering and Development Department (hereinafter referred to as "the Chief Engineer") erect, construct and provide within the Lot and the building or buildings erected or to be erected thereon such structural supports and connections at the perimeters of the building or buildings erected or to be erected on the Lot between points P1 and P2 and marked " Ⓐ " all shown and marked on the plan annexed to the Lease or such other points and at such level or levels as may be required or approved in writing by the Chief Engineer (which structural supports and connection are hereinafter collectively referred to as "the Connection") to receive, connect and support an adjoining subway as may be constructed by the Government or such other party or parties as shall be authorised by the Government (hereinafter referred to as "the Subway") so that pedestrian access can be gained over the Subway into and from the Pedestrian Walkway as defined in Clause No. 3.29 of the Lease, and for this purpose, the Lessee shall reserve an opening of a minimum clear internal width of 4.0 metres and a minimum clear internal height of 3.0 metres at the Connection with a finished floor level at 5.7 metres below Hong Kong Principal Datum or at such dimension, position or level as may be required or approved by the Chief Engineer so that the Subway can be connected to the Lot or any building or buildings erected or to be erected thereon at the Connection. For the purpose of sub-clause (a) of Clause No. 3.28 of the Lease, the decision of the Chief Engineer as to what constitutes the finished floor level, the clear internal width and the clear internal height shall be final and binding on the Lessee.

(b) Upon completion of the Connection in accordance with sub-clause (a) of Clause No. 3.28 of the Lease and throughout the Lease Term, the Lessee shall at its own expense and in all respects to the satisfaction of the Chief Engineer upkeep, maintain, repair and manage the Connection in good and substantial repair and condition.

(c) (i) In the event of any redevelopment of the Lot or any part thereof whereby the Connection or any part or parts thereof are required to be demolished or removed, the Lessee shall if required by the Chief Engineer, within such time limit as may be imposed by the Chief Engineer, at the Lessee's own expense and in all respects to the satisfaction of the Chief Engineer, replace the same by such new supports and connections with such materials and of such design, specifications and standards and at such width, headroom, level, height and position as the Chief Engineer may in his sole discretion approve or require.

(ii) In the event that any new supports and connections are required to be constructed under sub-clause (c)(i) of Clause No. 3.28 of the Lease, all references to "the Connection" in Clause No. 3.28 of the Lease shall be deemed to refer to the said new supports and connections.

(d) In the event of the non-fulfilment of the Lessee's obligations under sub-clauses (a), (b) or (c) of Clause No. 3.28 of the Lease, the Government may carry out the works as referred to therein at the cost of the Lessee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Chief Engineer whose determination shall be final and binding upon the Lessee.

(e) 在「批租年期」期間，政府及任何可能獲政府授權的人士均獲保留於「隧道接駁位」受支撐的權利及連接至「隧道」之權利。

(f) 政府、「署長」、「總工程師」及其人員、承辦商及代理人、獲其正式授權的人士，不論是否備有工具、設備、機器或汽車，可在「批租年期」期間於所有合理時間，及當向「承租人」發出事先通知，有權佔用和有權自由及不受限制免費進出及返回及通過「該地段」或其任何部分與「該地段」已建或擬建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新「隧道接駁位」之「隧道」，並進行檢查、檢驗及監督「該租契」條款第3.28條(a)款、(b)款、(c)款及(d)款之工程，及「總工程師」認為有必要於「隧道接駁位」之「隧道」進行的任何其他工程。

(g) 政府之承租人、租戶和獲許可人，及已建或擬建「隧道」之毗鄰土地的當時業主、其人員、承辦商、代理人、工人及獲以上人士正式授權的人士，不論是否備有工具、設備、機器或汽車，可在「批租年期」期間於所有合理時間，及當向「承租人」發出事先通知，有權佔用和有權自由及不受限制免費進出及返回及通過「該地段」或其任何部分與「該地段」已建或擬建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新於「隧道接駁位」之「隧道」。

(h) 政府不會就因「承租人」履行「該租契」條款第3.28條須履行的責任，或行使「該租契」條款第3.28條或其他所賦予的權利，而不論直接或間接所引起或附帶引起並對「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(不論任何及如何引致)負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

(i) 「承租人」現確認及同意政府絕不保證「隧道」將在未來興建。政府不會就若「隧道」或其任何部分未能在未來興建或其他原因，而不論直接或間接所引起或附帶引起並對「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(不論任何及如何引致)負上任何責任，而「承租人」亦不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

(j) 除非得到「署長」的事先書面批准及遵照「署長」施加的條件，包括「署長」可要求繳付之任何行政費及補地價，就計算「該租契」條款第3.14條(a)款所指的總樓面面積而言，「隧道接駁位」應納入計算。

(k) 僅就「該租契」條款第3.28條(a)款而言，「承租人」一詞不包括其受讓人。

(e) Throughout the Lease Term, there is excepted and reserved to the Government and the person or persons to whom such rights may be granted by the Government a right of support and a right to connect the Subway at the Connection.

(f) The Government, the Director, the Chief Engineer and his officers, contractors and agents, any persons duly authorised by them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot or any part or parts thereof and the building or buildings or any part or parts thereof erected or to be erected thereon for the purpose of constructing and connecting, and thereafter inspecting, maintaining, managing, repairing and renewing the Subway at the Connection and the carrying out, inspecting, checking and supervising of the works under sub-clauses (a), (b), (c) and (d) of Clause No. 3.28 of the Lease and any other works which the Chief Engineer may consider necessary at the Subway at the Connection.

(g) The Government's lessees, tenants and licensees and the owner for the time being of the adjacent lot on which the Subway is constructed or to be constructed and their officers, contractors, agents, workmen and any persons duly authorised by them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the Lease Term and upon giving prior notice to the Lessee have the right of occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot or any part or parts thereof and the building or buildings or any part or parts thereof erected or to be erected thereon for the purpose of constructing and connecting, and thereafter inspecting, maintaining, managing, repairing and renewing the Subway at the Connection.

(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 or incidental to the fulfilment of the Lessee's obligation or the exercise of the rights under Clause No. 3.28 of the Lease or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(i) The Lessee hereby acknowledges and agrees that the Government in no way warrants that the Subway will be constructed in the future and 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 or incidental thereto if the Subway or any part or parts is not constructed or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance.

(j) Except with the prior written approval of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, the Connection shall be taken into account for the purpose of the calculating the total gross floor area stipulated in Clause No. 3.14(a) of the Lease.

(k) For the purpose of sub-clause (a) of Clause No. 3.28 of the Lease, the expression "Lessee" shall exclude its assigns.

(ii) 公契的有關條文

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

i. 根據「公契」第四節第18條第(bf)項，「經理人」具有權力、職能與責任按照「該租契」條款第3.28條所載之條款維持、保養、維修及管理該條款所指之「隧道接駁位」。

3. 「行人通道」

(i) 批地文件的有關條文

「該租契」條款第3.29(a) 至 (g) 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或「署長」可批准的其他日期，自費以各方面均令「總工程師」滿意的方式在「該地段」及已建或擬建於「該地段」之上的建築物內按「總工程師」要求或批准的位置、標準、水平、定線及設計建造及提供一條行人通道(下稱「行人通道」)，其寬度按「總工程師」要求或批准，以連接：

(i) 「該租契」條款第3.28條所指的「隧道」；及

(ii) 毗鄰「該地段」的政府土地之地面水平，其出口位於或大概位於沿著「該租契」附圖上顯示及標明地界線上的A點及D點之間。

(b) 「承租人」須在「批租年期」期間自費維持、維修、管理及保養「行人通道」於良好和修繕妥當的狀態，並在各方面使「總工程師」滿意。

(c) 「承租人」須在「批租年期」期間於「隧道接駁位」之「隧道」啟用後保持「行人通道」開放，以供所有公眾人士在免費及不受干擾的情況下一天24小時為了一切合法目的以徒步或乘坐輪椅的方式使用。

(d) 現明文同意、聲明及規定，對「承租人」施加「該租契」條款第3.29條(c)款的責任並不代表「承租人」有意或政府同意就通行權將「行人通道」訂為公眾專用。

(e) 現明文同意、聲明及規定，「承租人」於「該租契」條款第3.29條(c)款的責任不會引致有關額外上蓋面積或地積比率的任何寬免或權利的期望或申索或有關者(不論是根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文或其他條文)。為免生疑問，「承租人」明文放棄根據《建築物(規劃)規例》第22(1)條、其任何修訂或取代條文提出有關額外上蓋面積或地積比率的任何及所有申索或任何寬免或權利。

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

i. Pursuant to Clause 18(bf) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to upkeep, maintain, repair and manage the Connection referred to in Clause 3.28 of the Lease in accordance with the provisions contained therein.

3. PEDESTRIAN WALKWAY

(i) Relevant provisions of the land grant

Clause No. 3.29(a) to (g) of the Lease stipulates that:

(a) The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department, or such other date as may be approved by the Director at its own expense and in all respects to the satisfaction of the Chief Engineer construct and provide within the Lot and the building or buildings erected or to be erected thereon, and at such positions and to such standards, levels, alignment and designs as the Chief Engineer shall require or approve a pedestrian walkway with a width as the Chief Engineer shall require or approve (hereinafter referred to as "the Pedestrian Walkway") so as to link up the following:

(i) the Subway referred to in Clause No. 3.28 of the Lease; and

(ii) the ground level of Government land adjacent to the Lot with exit point at or around such location along the boundary line between points A and D shown and marked on the plan annexed to the Lease.

(b) The Lessee shall throughout the Lease Term upkeep, repair, manage and maintain at its own expense the Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Chief Engineer.

(c) The Lessee shall upon the opening of the Subway at the Connection and throughout the Lease Term keep the Pedestrian Walkway open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clause (c) of Clause No. 3.29 of the Lease neither the Lessee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway to the public for the right of passage.

(e) It is expressly agreed and declared and provided that the obligations on the part of the Lessee contained in sub-clause (c) of Clause No. 3.29 of the Lease will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Lessee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(f) 「署長」可行使其獨有酌情權決定整幅「行人通道」範圍或其任何部分不納入計算「該租契」條款第3.14(a)條指定的總樓面面積。

(g) (i) 倘若「該地段」或其任何部分進行重建而需要拆卸或移除「行人通道」或其任何部分，如「總工程師」要求，「承租人」須在「總工程師」施加之時限內自費以「總工程師」行使其獨有酌情權批准或要求之標準、水平、定線及設計以新的行人通道取代「行人通道」，並在各方面使「總工程師」滿意。

(ii) 倘若根據「該租契」條款第3.29條(g)(i)款而需建造任何新的行人通道，所有「該租契」條款所指之「行人通道」須被視作指上述新的行人通道。

「該租契」條款第3.33(a) 至 (f) 條訂明：

(a) (i) 「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或「署長」可批准的其他日期自費：

(I) 向主管部門提交或促使他人向主管部門提交圖則以待書面審批，圖則含有「公共通道範圍」及「行人通道」(下統稱「公共設施」) 之主管部門個別或一起所要求或以其獨有及絕對酌情權指定之位置、布局、範圍、路線 (如適用) 和其他資料 (獲主管部門批准之圖則下稱「獲批准公共設施布局圖」)；及

(II) 分別交主管部門及「署長」存放或促使他人交主管部門及「署長」存放「獲批准公共設施布局圖」或獲認可人士 (根據《建築物條例》及其下的規例及任何修訂法例定義) 核證之圖則副本。

(ii) 未經主管部門事先書面批准，不得修訂、更改、改動、修改或以另一圖則代替「獲批准公共設施布局圖」，而主管部門在授予該批准時可施加其認為合適的條款及條件。

(iii) 就「該租契」條款第3.33條而言：

(I) 有關「公共通道範圍」，主管部門是指「署長」；及

(II) 有關「行人通道」，主管部門是指土木工程拓展署東拓展處總工程師。

(b) 「承租人」須在「公共通道範圍」完工時及當「行人通道」根據「該租契」條款第3.29(c)條開放供公眾人士使用時，或「署長」以其獨有及絕對酌情權指定之其他日期，及此後在「批租年期」期間自費以各方面均令主管部門滿意的方式以主

(f) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkway or any part or parts thereof that may be excluded from the calculation of the total gross floor area specified in Clause No. 3.14(a) of the Lease.

(g) (i) In the event of any redevelopment of the Lot or any part thereof whereby the Pedestrian Walkway or any part or parts thereof are required to be demolished or removed, the Lessee shall if required by the Chief Engineer, within such time limit as may be imposed by the Chief Engineer, at its own expense and in all respects to the satisfaction of the Chief Engineer, replace the same by such new pedestrian walkway with such standards, levels, alignment and designs as the Chief Engineer may in his sole discretion approve or require.

(ii) In the event that any new pedestrian walkway is required to be constructed under sub-clause (g)(i) of Clause No. 3.29 of the Lease, all references to "the Pedestrian Walkway" in the Lease shall be deemed to refer to the said new pedestrian walkway.

Clause No. 3.33(a) to (f) of the Lease stipulates that:

(a) (i) The Lessee shall on or before the day of issue of a Completion Certificate by the Chief Architect of the Housing Department or such other date as may be approved by the Director at its own expense:

(I) submit or cause to be submitted to the competent authorities for their approval in writing such plan or plans containing such information on the location or locations, layout or layouts, extent, routing (as appropriate) and other information of the Public Passage Area and the Pedestrian Walkway (hereinafter collectively referred to as "the Public Facilities") individually or collectively as may be required or specified by the competent authorities at their sole and absolute discretion (which plan or plans approved by the competent authorities are hereinafter referred to as "the Approved Public Facilities Layout Plans"); and

(II) deposit or cause to be deposited the Approved Public Facilities Layout Plans or a copy of such plans certified by an authorised person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) with the competent authorities and the Director respectively.

(ii) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of the competent authorities who may in granting such approval impose such terms and conditions as they see fit.

(iii) For the purpose of Clause No. 3.33 of the Lease, the competent authorities shall be as follows:

(I) the Director in respect of the Public Passage Area; and

(II) the Chief Engineer of East Development Office, Civil Engineering and Development Department in respect of the Pedestrian Walkway.

(b) The Lessee shall upon the completion of the Public Passage Area and upon the opening of the Pedestrian Walkway for use by members of the public in accordance with Clause 3.29(c) of the Lease or such other date or dates as may be specified by the Director at his sole and

管部門不時要求之比例、尺寸、設計及位置於「該地段」或任何已建或擬建於「該地段」之上的建築物或構築物或其任何部分內或於「該地段」之外展示及維持：

(i) 「獲批准公共設施布局圖」之副本；及

(ii) 通告或標示牌以標示主管部門要求或指定的「公共設施」之位置、路線、入口及出口(如適用)和其他資料。

(c) (i) 「承租人」須(在履行根據「該租契」條款第3.33條(a)(i)(II)款所要求之外)以主管部門及「署長」獨有及絕對酌情權要求的方式、格式及於時限內向主管部門及「署長」提交或促使他人向主管部門及「署長」提交「獲批准公共設施布局圖」。

(ii) 「承租人」現：

(I) 同意主管部門、「署長」、政府、其人員、承辦商、代理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「獲批准公共設施布局圖」及以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「獲批准公共設施布局圖」至任何第三方(不論個人、商戶、法人團體、公眾人士或其他組織)，不論用以回覆公眾或傳媒查詢或其他查詢，或主管部門、「署長」或政府之主動查詢；及

(II) 接受及確認主管部門、「署長」、政府、其人員、承辦商、代理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：

(A) 決定是否行使「該租契」條款第3.33條(c)(ii)(I)款所賦予之權利查閱、使用、複印、修訂、披露或傳布「獲批准公共設施布局圖」；

(B) 處理或合併「獲批准公共設施布局圖」與其他來源之資料包括有關毗鄰或其他土地或地方及任何其他資料；及

(C) 查閱、使用、複印、修訂、披露及傳布「獲批准公共設施布局圖」，於主管部門或「署長」決定之任何網站(不論屬於網站之部分服務或其他)或任何其他平台或途徑，不論以其獨有及絕對酌情權決定之任何格式處理及/或綜合(視乎情況而定)之後，供任何政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

absolute discretion, and thereafter throughout the Lease Term at the Lessee's own expense display and maintain in such scale, dimensions and design within the Lot or any building or buildings or structure or structures erected or to be erected on the Lot or any part thereof or outside the Lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the competent authorities:

(i) copy of the Approved Public Facilities Layout Plans; and

(ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the competent authorities.

(c) (i) The Lessee shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of Clause No. 3.33 of the Lease) submit or cause to be submitted the Approved Public Facilities Layout Plans to the competent authorities and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.

(ii) The Lessee hereby:

(I) gives its consent to the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facilities Layout Plans and to disclose and disseminate the Approved Public Facilities Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the competent authorities', the Director's or the Government's own accord; and

(II) accepts and acknowledges that the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them shall have the sole and absolute discretion and right:

(A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans as provided under sub-clause (c)(ii)(I) of Clause No. 3.33 of the Lease;

(B) to process or integrate the Approved Public Facilities Layout Plans with information from other sources including those regarding adjacent or other sites or areas and with any other information; and

(C) to view, use, copy, modify, disclose and disseminate the Approved Public Facilities Layout Plans, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the competent authorities or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.

(iii) 就「該租契」條款第3.33條(c)(ii)款而言，「承租人」須促致或促使他人促致「獲批准公共設施布局圖」的知識產權擁有人同意主管部門、「署長」、政府、其人員、承辦商、代理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、處理、綜合及傳布「獲批准公共設施布局圖」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「獲批准公共設施布局圖」或將「獲批准公共設施布局圖」作其他用途。

(iv) 「承租人」現接受及確認根據「該租契」條款第3.33條(c)(ii)(I)款及(c)(iii)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。

(d) 「承租人」須在「批租年期」期間於所有合理時間允許主管部門、「署長」、政府、其人員、承辦商、代理人及任何其他獲上述任何人士授權的人士，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免費進出及返回及通過「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，以視察、檢查或確保「承租人」未有違反或未有不遵守「該租契」條款第3.33條(b)款。

(e) 對於履行或未能履行「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」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。

(f) 對於履行或未能履行任何「承租人」在「該租契」條款第3.33條(a)款、(b)款、(c)(i)款及(c)(iii)款下之責任；對於主管部門、「署長」、政府、其人員、承辦商、代理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3.33條(c)款及(d)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3.33條(c)(ii)款就「獲批准公共設施布局圖」進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，「承租人」須就不論直接或間接所引起或與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、法律行動及訴訟(不論任何及如何引致)，對政府作出彌償，並使政府持續得到彌償。

(iii) For the purpose of sub-clause (c)(ii) of Clause No. 3.33 of the Lease, the Lessee shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facilities Layout Plans to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facilities Layout Plans by the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party.

(iv) The Lessee hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of Clause No. 3.33 of the Lease shall survive and continue to be binding upon the Lessee after the expiry or sooner determination of the Lease Term.

(d) The Lessee shall at all reasonable times throughout the Lease Term permit the competent authorities, the Director, the Government, their officers, contractors, agents and any other persons authorised 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 observe sub-clause (b) of Clause No. 3.33 of the Lease by the Lessee.

(e) 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 the Lessee's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 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.

(f) 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)(i) and (c)(iii) of Clause No. 3.33 of the Lease; the exercise by the competent authorities, the Director, the Government, their officers, contractors, agents or any other persons authorised by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of Clause No. 3.33 of the Lease; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of Clause No. 3.33 of the Lease.

(ii) 公契的有關條文

除在售樓説明書另有定義外，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，「行人通道」指「該租契」條款第3.29(a)條所指的「行人通道」，即於「公契」所夾附圖則以紅色點界線顯示以資識別的行人通道。

ii. 根據「公契」第四節第18條第(bh)項，「經理人」具有權力、職能與責任確保已符合「該租契」有關「行人通道」之所有條款。

4. 排水渠及渠道

(i) 批地文件的有關條文

「該租契」條款第4.10(a) 至 (b) 條訂明：

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

(b) 連接「該地段」的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由「署長」進行，但「署長」毋須就因此產生的任何損失或損害對「承租人」負責。「承租人」須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由「承租人」自費進行，並使「署長」滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由「承租人」自費保養，直至按要求時由「承租人」移交給政府，由政府出資負責以後的保養。「承租人」須在被要求時向政府支付有關上述連接工程的技術審核之費用。若「承租人」未能保養上述在政府土地內修建的任何一段連接工程，「署長」可進行他認為必要的保養工程，「承租人」須在被要求時向政府支付該等工程的費用。

(ii) 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, "Pedestrian Walkway" shall mean "the Pedestrian Walkway" referred to in Clause 3.29(a) of the Lease which said walkway is shown for identification purpose edged with red dotted lines on the plans annexed to the DMC.

ii. Pursuant to Clause 18(bh) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to ensure compliance with all provisions of the Lease relating to the Pedestrian Walkway.

4. DRAINS AND CHANNELS

(i) Relevant provisions of the land grant

Clause No. 4.10(a) to (b) of the Lease stipulates that:

(a) The Lessee shall construct and maintain at its own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Lessee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of 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) 公契的有關條文

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

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

(1) 現時或此後任何時間位於「屋苑」或相鄰土地中、下或內而乃完全或局部供「屋苑」各「業主」及佔用人共用的所有水泵、泵房、水缸、喉管、水管、污水渠、廁所、排水渠、水道、電纜、電線、器具與設備。

(2) 不論位於「該地段」邊界範圍內、相鄰土地上或「政府」土地上，按「該租契」規定須由「業主」建造和維修以令「署長」滿意的排水渠和渠道。

ii. 根據「公契」第四節第18條第(ay)項，「經理人」具有權力、職能與責任以「署長」滿意的方式建造及保養「該租契」條款第4.10條所指及要求的排水渠及渠道。

iii. 根據「公契」第四節第18條第(az)項，「經理人」具有權力、職能與責任以「署長」滿意的方式維持、保養及維修「該租契」條款第5.3條所指的所有或任何雨水渠、水管、電線、電纜、污水渠、排水渠、溝渠、暗渠、管道、煙道、導管、水路或水道(包括總水喉管)。

iv. 根據「公契」第七節第51(a)(1)條第(iv)項，年度預算案的第一部分第一分項應包括現已或將會為支承「屋苑」而建造的地基、支柱及其他構築物(專為「住宅大廈」而設者除外)，以及位於「該地段」內或外專為「該地段」及/或「屋苑」提供服務(專為「住宅大廈」而設者除外)或根據「該租契」規定需要維修的排水渠、溝渠、污水渠、水管、總水喉管和渠道及其他地方的維修費用與開支和所有其他費用與支出。

v. 根據「公契」第七節第51(b)(3)條，年度預算案的第二部分應包括現已或將會為支承「住宅大廈」而建造的地基、支柱、承座及其他構築物，以及專為「住宅大廈」而設的排水渠、溝渠、污水渠、水管、總水喉管與渠道及其他地方的維修費用與開支和所有其他費用與支出。

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」有全權及特權在發出通知書(緊急情況除外)後，於所有合理時間單獨或聯同代理、測量師、工人及其他人等進入「屋苑」任何部分，以執行大廈或其任何部分(包括該「單位」本身)或任何「公用地方與設施」或上述範圍內任何污水管、排水渠、水道、電纜、水管、泵、水箱、電線或服務設施或任何使用於

(ii) Relevant Provisions of the Deed of Mutual Covenant

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

i. Pursuant to Clause 18(j)(1) and (2) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to keep in good repair and condition:

(1) all water pumps, pumphouses, tanks, mains, pipes, sewers, lavatories, drains, water-courses, cables, wires, apparatus and equipment which are now or may at any time hereafter be in under or within the Estate or the land adjacent thereto which are wholly or partly for the common use of the Owners and occupiers of the Estate.

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

ii. Pursuant to Clause 18(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 and required under Clause 4.10 of the Lease to the satisfaction of the Director.

iii. Pursuant to Clause 18(az) of Section IV of the DMC, the Manager shall have the powers, functions and obligations to uphold, maintain and repair all or any of the gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, waterways or watercourses (including water mains) referred to in Clause 5.3 of the Lease to the satisfaction of the Director.

iv. Pursuant to Clause 51(a)(1)(iv) of Section VII of the DMC, the first section of the first part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns and other structures constructed or to be constructed for the support of the Estate (excluding those exclusively serving the Residential Blocks) and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Lot serving the Lot and/or the Estate (excluding those serving exclusively the Residential Blocks), or that are required to be maintained under the Lease.

v. Pursuant to Clause 51(b)(3) of Section VII of the DMC, the second part of the annual budget shall cover the costs and expenses of maintaining and all other expenses and outgoings payable in respect of the foundations, columns, bearings and other structures constructed or to be constructed for the support of the Residential Blocks and the drains, nullahs, sewers, pipes, watermains and channels and such other areas serving exclusively the Residential Blocks.

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 notice (except in case of emergency) to enter into and upon any part of the Estate for the purposes of necessary repairs of the building or any part or parts thereof (including the Unit itself) or any of the Common Areas and Facilities or any sewers, drains, water-courses, cables, pipes, pumps, tanks, wires or services therein or any

或安裝於「該地段」及「屋苑」以作為供「該地段」及「屋苑」或其任何部分享用的部分設施而非作為個別「業主」的個人目的或享受的任何其他器具、設備或裝備之必要維修工程，或以消減任何上述範圍內的危害或滋擾，以及概括而言為行使本「公契」或「副公契」(如有者)訂明「經理人」具有的權力與職能。然而，「經理人」施工時必須盡量減低滋擾，如有任何損壞則立刻修復。倘因「經理人」、其工人、承辦商及代理之疏忽、蓄意或刑事行為造成任何損壞，「經理人」必須自費修妥，並須盡量減低滋擾。

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此後任何時間可能位於他擁有的「屋苑」部分或其任何部分內或設於其下的污水渠、排水渠、水道、電纜、水管和電線，以往來「屋苑」(不包括他擁有的部分)的通行權。

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」的部分之有缺陷的排水渠、排水口或連接至任何水廁的設備或其他供水設備，及承擔上述排水渠、排水口及連接設備的失修所造成「屋苑」任何其他部分的損壞。

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

1. 「隧道接駁位」

(i) 批地文件的有關條文

請參閱上文第A2(i)段。

(ii) 公契的有關條文

請參閱上文第A2(ii)段。

2. 「行人通道」

(i) 批地文件的有關條文

請參閱上文第A3(i)段。

(ii) 公契的有關條文

請參閱上文第A3(ii)段。

other apparatus, equipment or services used or installed for the benefit of the Lot and the Estate or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment or to abate any hazard or nuisance therein and generally for the purpose of exercising the powers and functions of the Manager under the DMC or Sub-Deed (if any) causing as little disturbance as possible and forthwith making good any damage caused thereby PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and shall be liable for the negligent, wilful or criminal acts of the Manager and its workmen, contractors and agents and ensure that the least disturbance is caused.

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 him) through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through that part of the Estate owned by him or any part or parts thereof.

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 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. SUBWAY CONNECTION

(i) Relevant provisions of the land grant

Please see paragraph A2(i) above.

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraph A2(ii) above.

2. PEDESTRIAN WALKWAY

(i) Relevant provisions of the land grant

Please see paragraph A3(i) above.

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraph A3(ii) above.

3. 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A4(ii)i、A4(ii)ii、A4(ii)iii、A4(ii)iv、A4(ii)v、A4(ii)vi、A4(ii)vii及A4(ii)viii段。

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

不適用

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

不適用

3. UTILITY OR OTHER SERVICES

(i) Relevant provisions of the land grant

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

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

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

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

(ii) Relevant Provisions of the Deed of Mutual Covenant

Please see paragraphs A4(ii)i, A4(ii)ii, A4(ii)iii, A4(ii)iv, A4(ii)v, A4(ii)vi, A4(ii)vii and A4(ii)viii above.

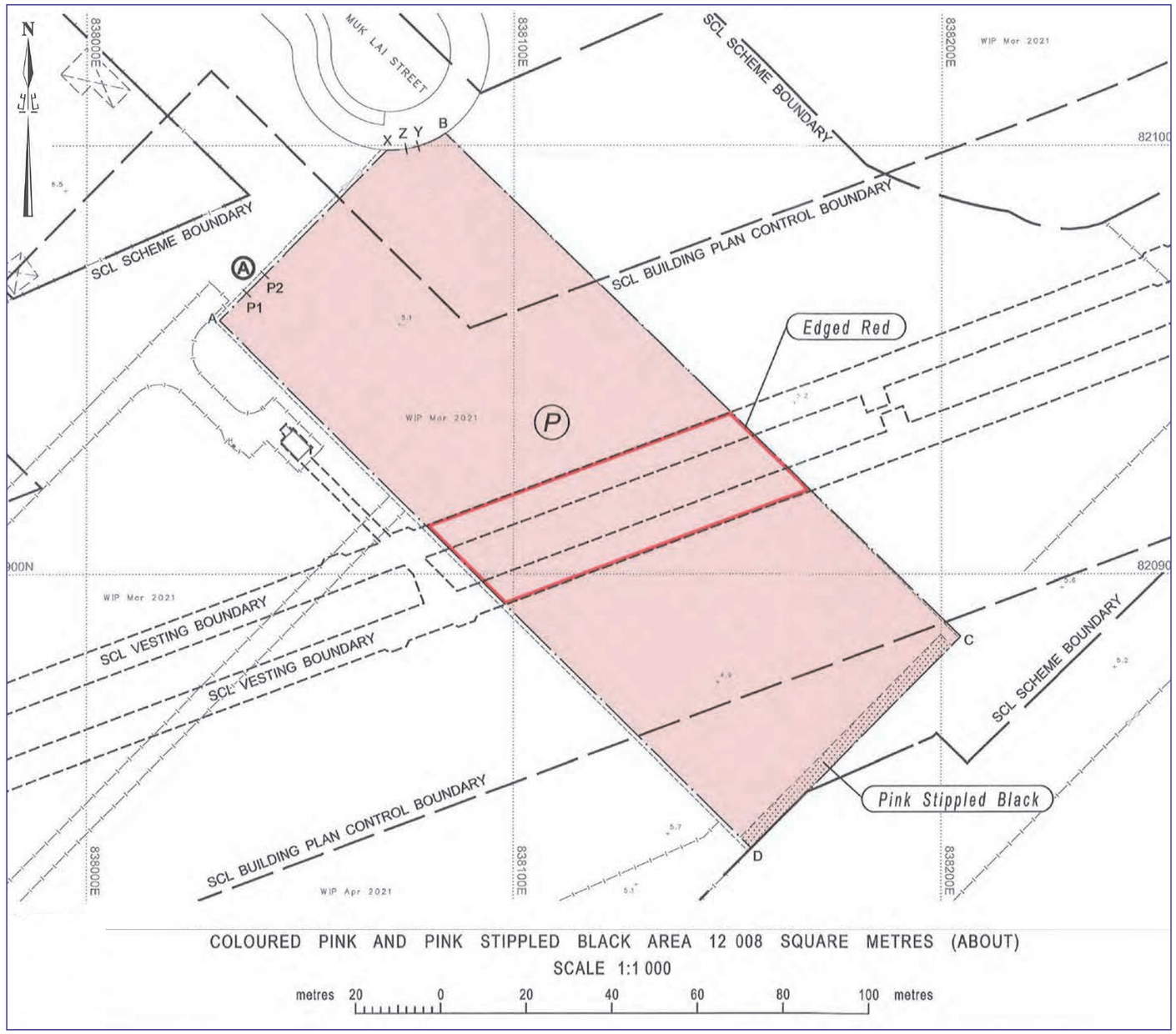
C Any Open Space that is Required under the Land Grant to be Managed, Operated or Maintained for Public Use at the Expense of the Owners of the Residential Properties in the Development

Not applicable

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

Not applicable

啟欣苑「該租契」附圖(摘錄)
Extract of Plan Annexed to the said Lease of Kai Yan Court



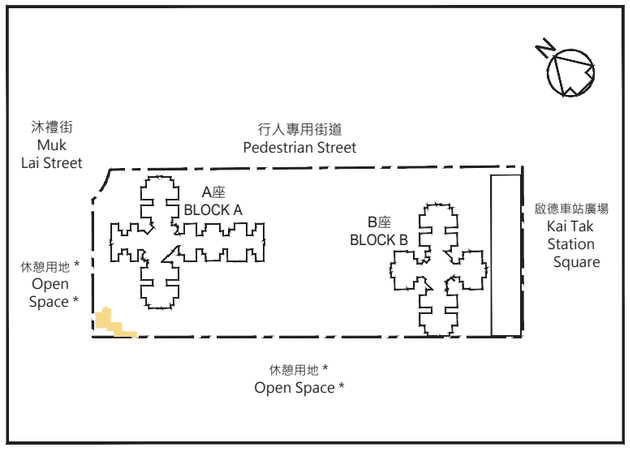
N

圖例 NOTATION

	粉紅色加黑點 Pink Stippled Black
	紅色邊緣 Edged Red
SCL	沙田至中環綫 Shatin to Central Link
Ⓐ	A連接點 Connection A

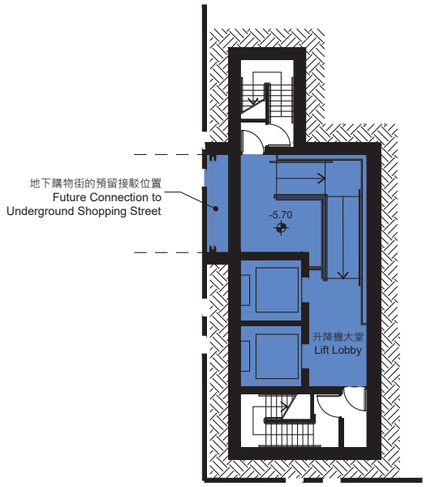
公共設施及公眾休憩用地的資料
Information on Public Facilities and Public Open Spaces

24小時行人通道
24-Hour Pedestrian Walkway

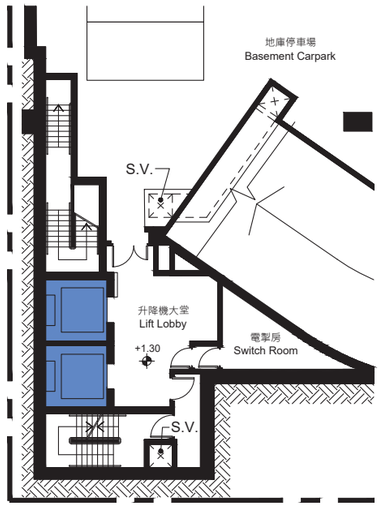


指示圖 KEY PLAN

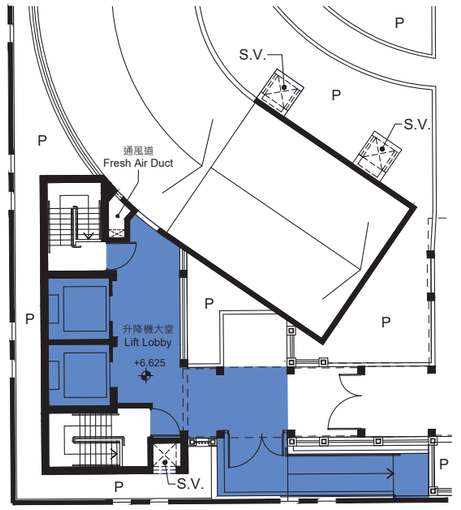
* 休憩用地仍在興建中。
* Open Space are still under construction.



在香港主水平基準以下 5.70米的部分平面圖
PART PLAN AT 5.70 METRES BELOW THE HONG KONG PRINCIPAL DATUM



在香港主水平基準以上 1.30米的部分平面圖(地庫停車場)
PART PLAN AT 1.30 METRES ABOVE THE HONG KONG PRINCIPAL DATUM (BASEMENT CARPARK)



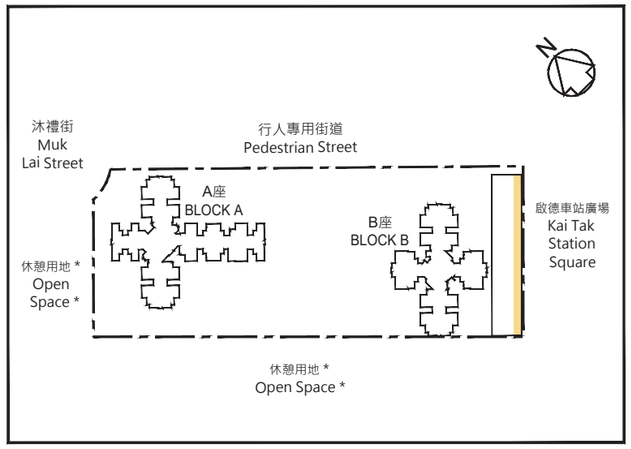
在香港主水平基準以上 6.625米的部分平面圖(地下)
PART PLAN AT 6.625 METRES ABOVE THE HONG KONG PRINCIPAL DATUM (GROUND FLOOR)

比例尺 SCALE: 0 5 10 15 20 25 (米) (m)

圖例 NOTATION

—·—·—	地界	Lot Boundary
▬	24小時行人通道	24-Hour Pedestrian Walkway
P	花槽	Planter
S.V.	排煙口	Smoke Vent
⊕	香港主水平基準上高度(米)	Height (in metres) above the Hong Kong Principal Datum

24小時公共通道範圍
24-Hour Public Passage Area



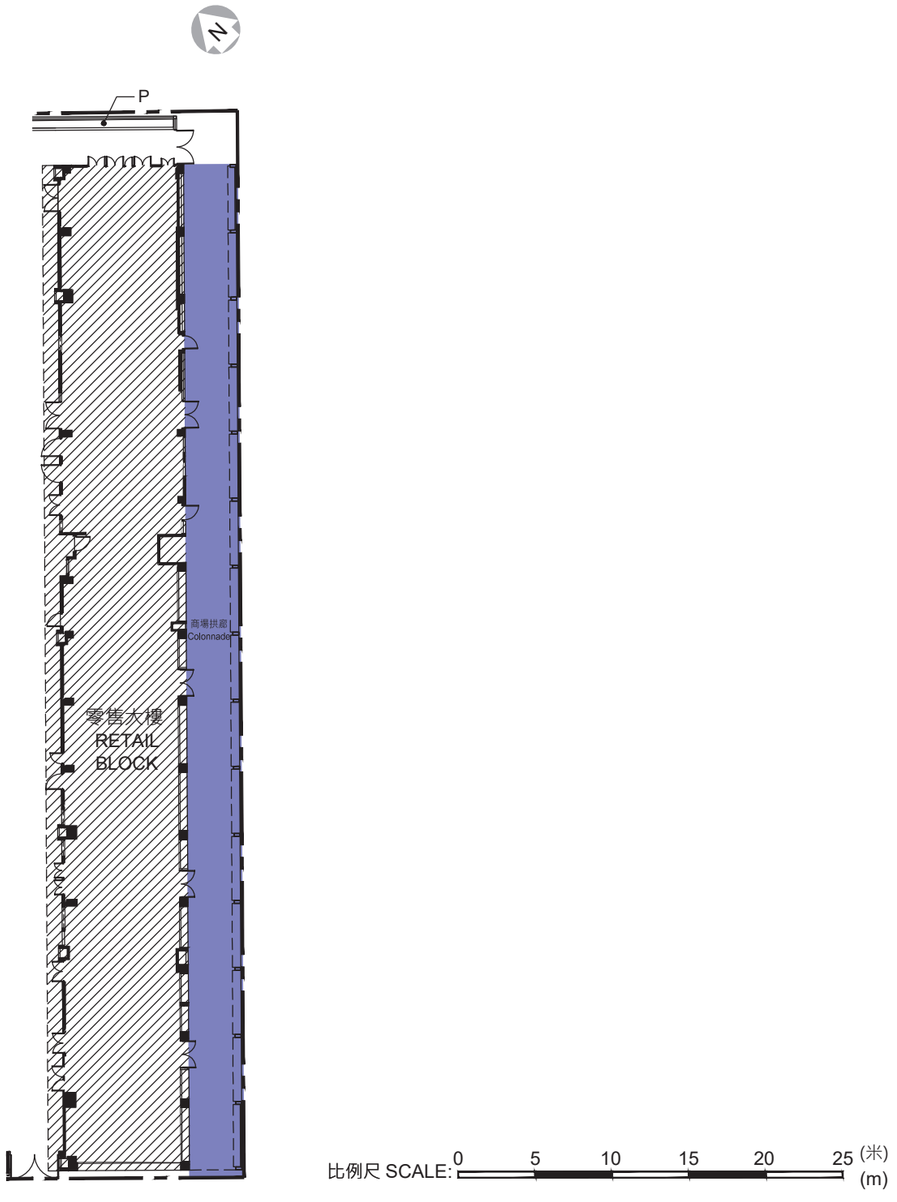
指示圖 KEY PLAN

* 休憩用地仍在興建中。

* Open Space are still under construction.

圖例 NOTATION

—·—·—	地界	Lot Boundary
▬	24小時公共通道範圍	24-Hour Public Passage Area
P	花槽	Planter
▨	零售大樓	Retail Block



零售大樓地下平面圖
GROUND FLOOR PLAN OF RETAIL BLOCK

18 對買方的警告
Warning to Purchasers

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

注意事項：

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

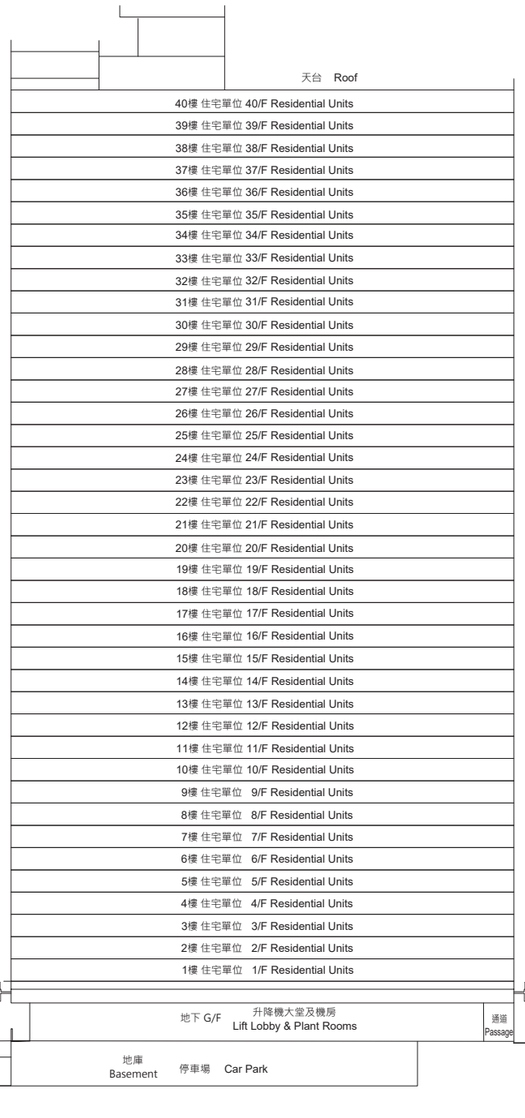
The solicitors appointed by the Hong Kong Housing Authority (HA) are acting for the HA only and will not be able to protect the purchasers' interest. All purchasers are urged to instruct a separate firm of solicitors of their choice to advise them and act for them in relation to their purchase of a Home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

It should be noted that:

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

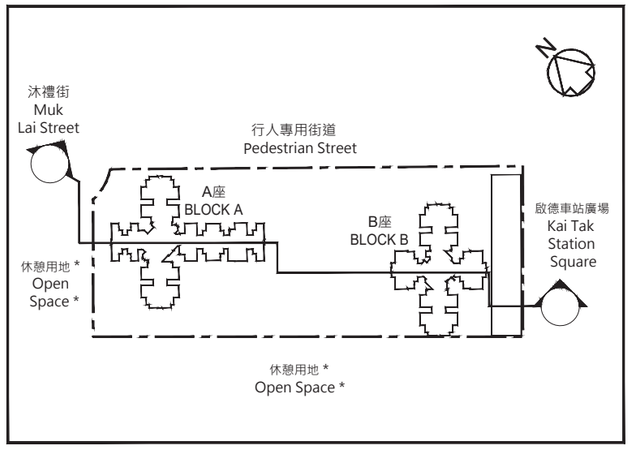
19 發展項目中的建築物的橫截面圖
Cross-section Plan of Building in the Development

A座
Block A



B座
Block B





指示圖 KEY PLAN

* 休憩用地仍在興建中。

* Open Space are still under construction.

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(A座)的一段沐禮街為香港主水平基準以上6.30米。

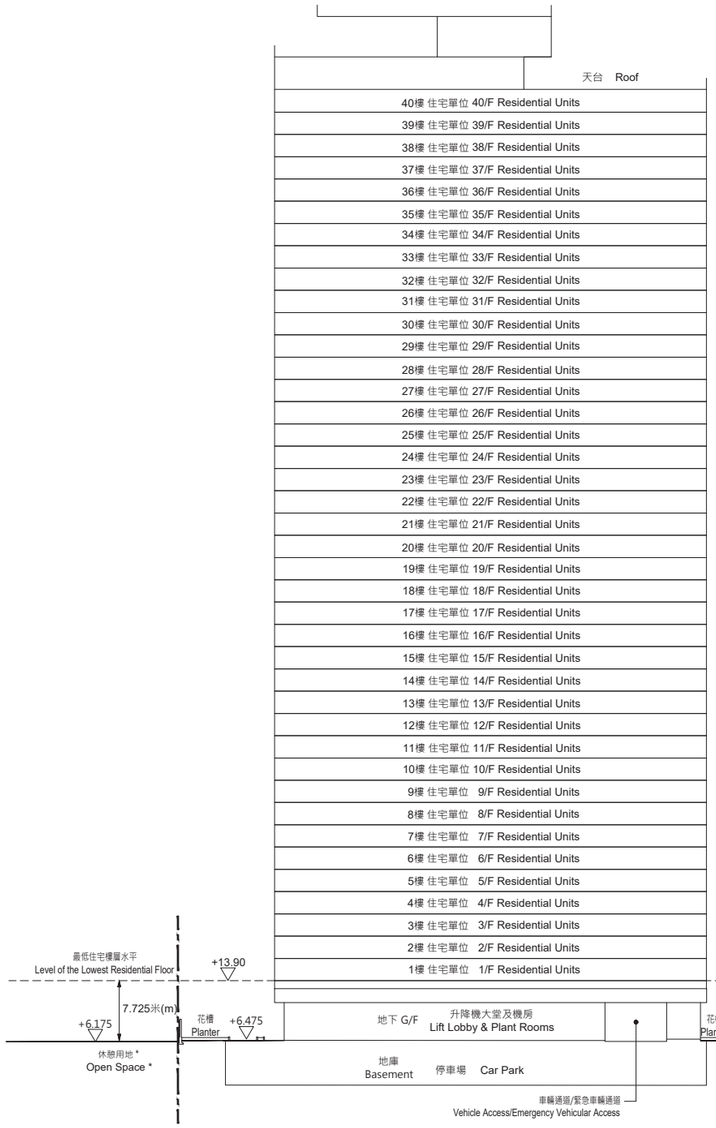
The part of Muk Lai Street adjacent to the building (Block A) is 6.30 metres above the Hong Kong Principal Datum.

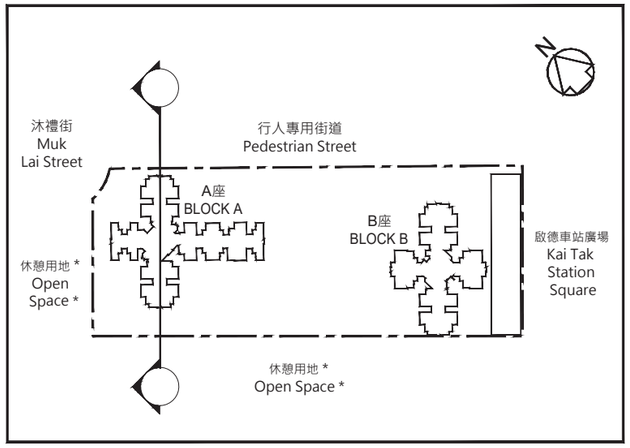
毗連建築物(B座)的一段啟德車站廣場為香港主水平基準以上 5.95米。

The part of Kai Tak Station Square adjacent to the building (Block B) is 5.95 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

A座
Block A





指示圖 KEY PLAN

* 休憩用地仍在興建中。

* Open Space are still under construction.

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(A座)的一段行人專用街道為香港主水平基準以上6.20米。

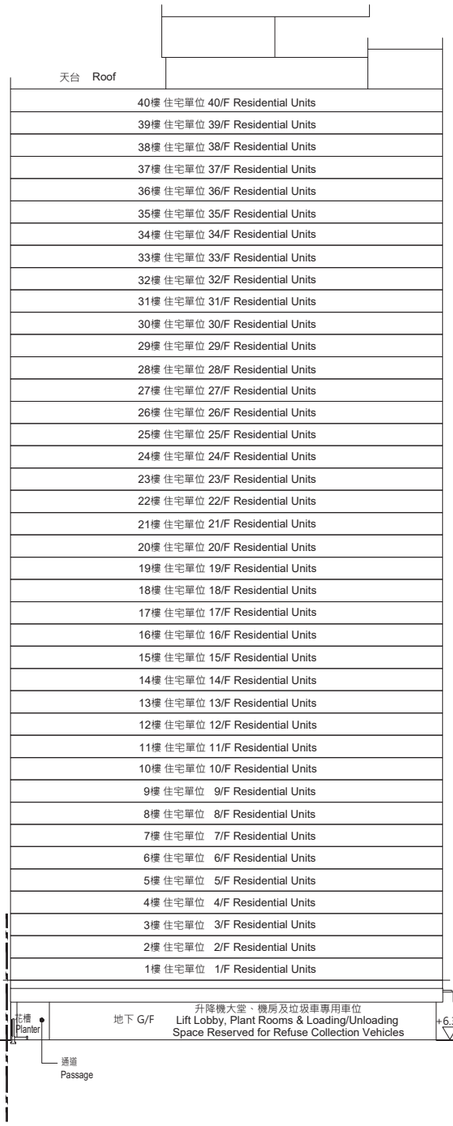
The part of Pedestrian Street adjacent to the building (Block A) is 6.20 metres above the Hong Kong Principal Datum.

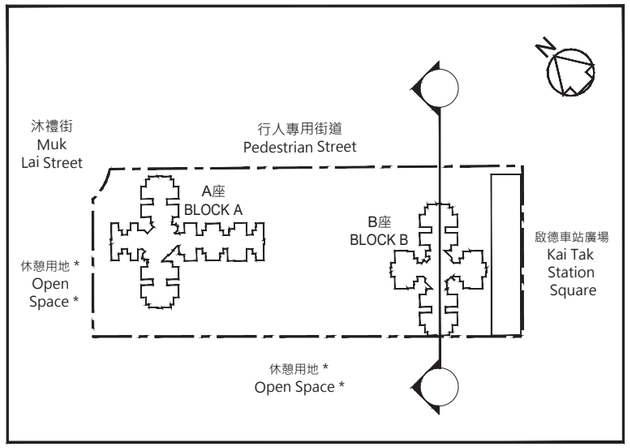
毗連建築物(A座)的一段休憩用地*為香港主水平基準以上6.175米。

The part of Open Space* adjacent to the building (Block A) is 6.175 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

B座
Block B





指示圖 KEY PLAN

* 休憩用地仍在興建中。

* Open Space are still under construction.

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(B座)的一段行人專用街道為香港主水平基準以上6.15米。

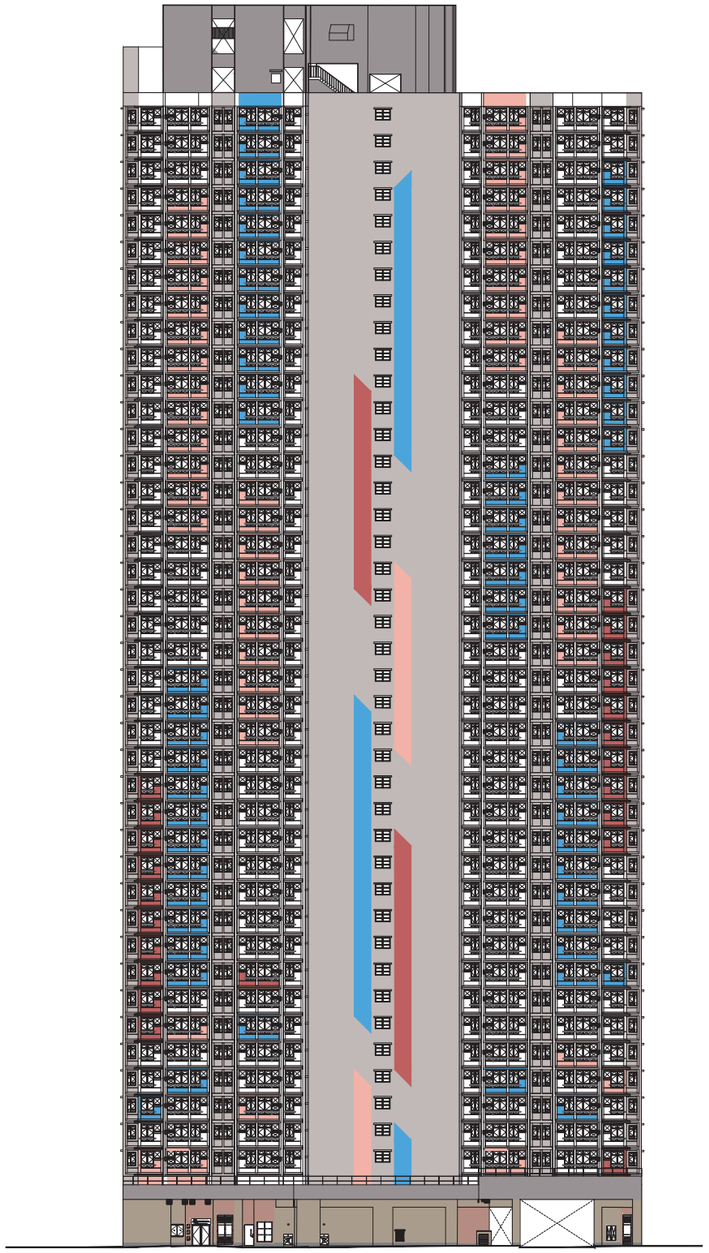
The part of Pedestrian Street adjacent to the building (Block B) is 6.15 metres above the Hong Kong Principal Datum.

毗連建築物(B座)的一段休憩用地*為香港主水平基準以上6.115米。

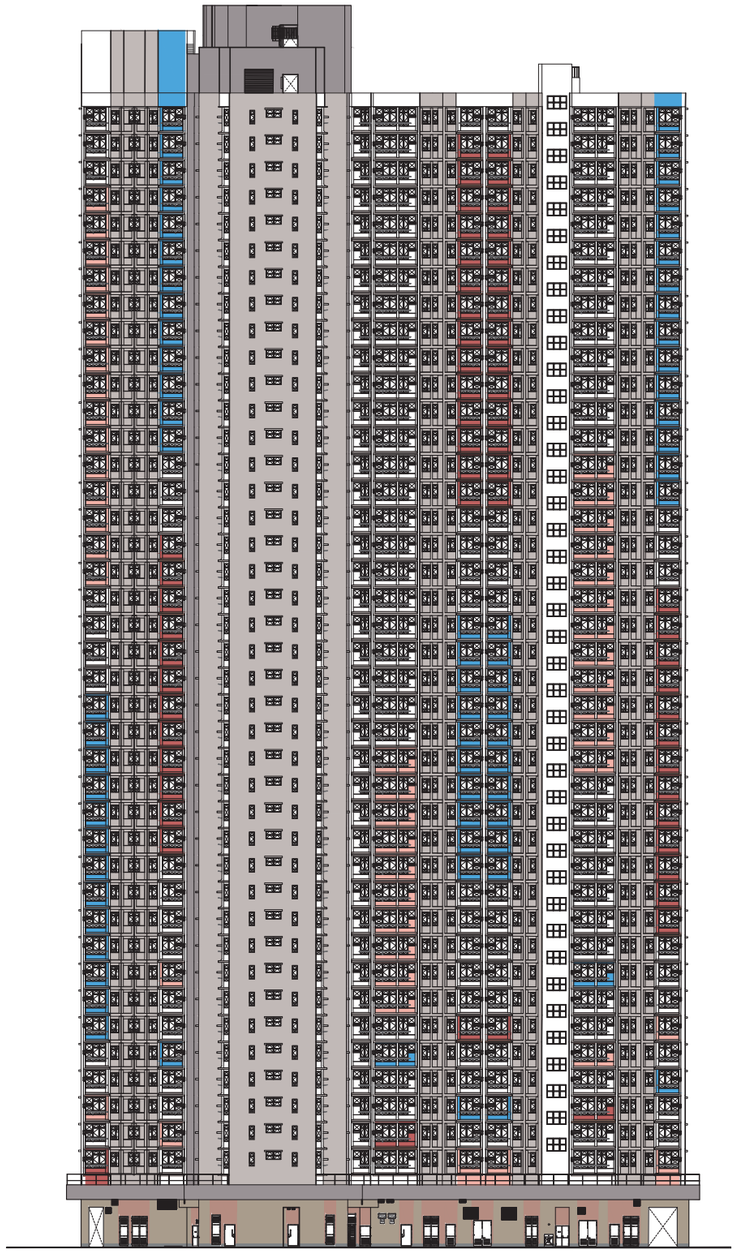
The part of Open Space* adjacent to the building (Block B) is 6.115 metres above the Hong Kong Principal Datum.

20 立面圖
Elevation Plan

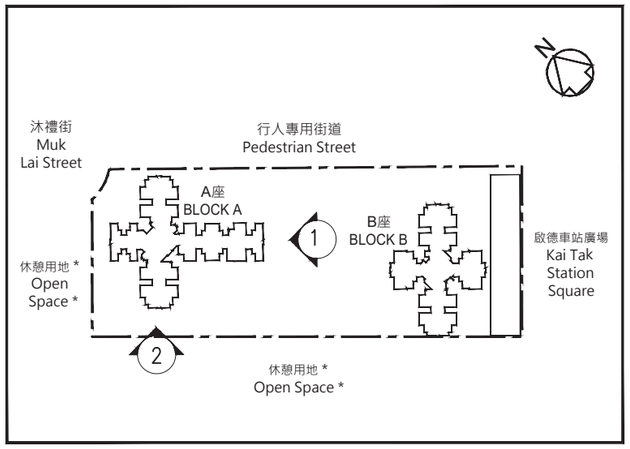
A座
Block A



東南面立面圖 “1”
South East Elevation Plan “1”



西南面立面圖 “2”
South West Elevation Plan “2”



指示圖 KEY PLAN

* 休憩用地仍在興建中。
* Open Space are still under construction.

本圖所顯示的立面:

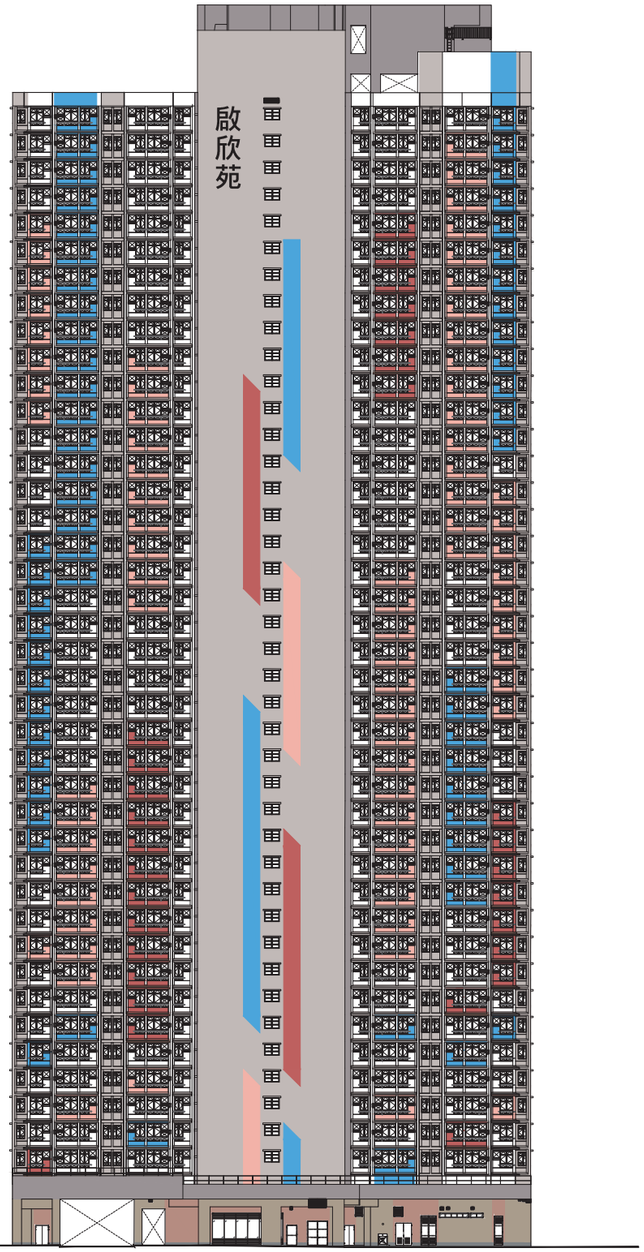
1. 以2024年11月25日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevations shown on this plan:

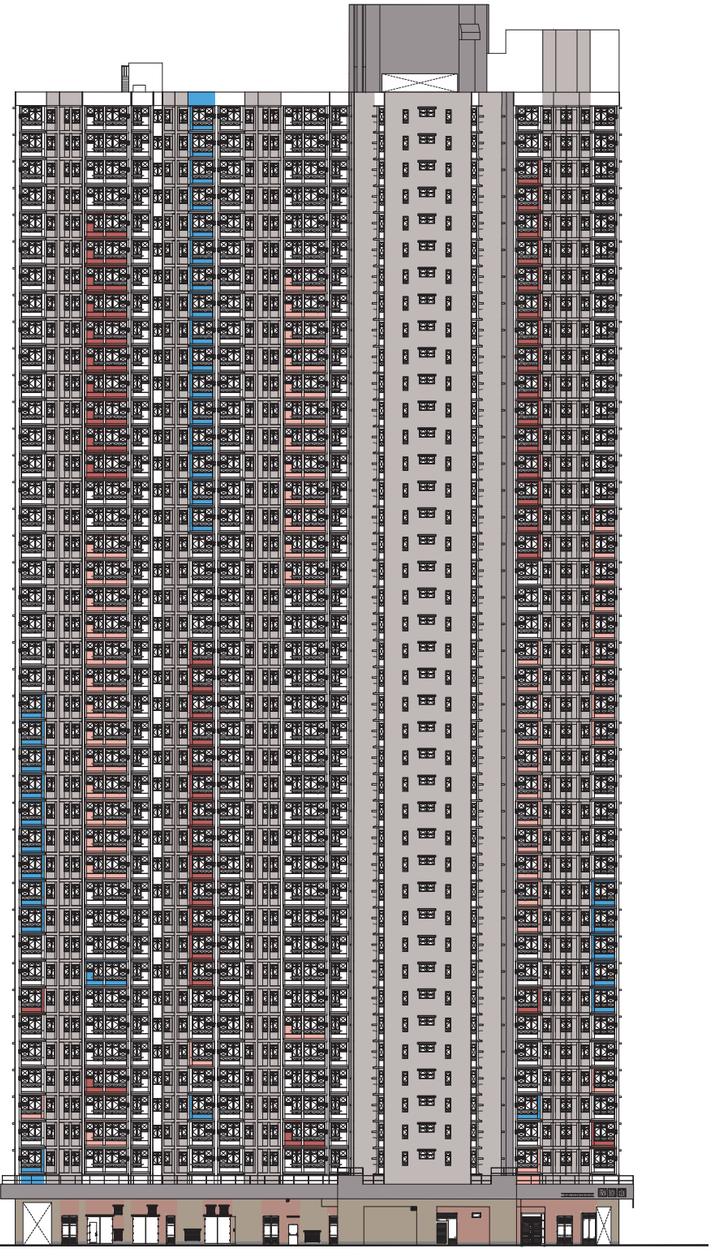
1. are prepared on the basis of the approved general building plans for the Development as of 25 November 2024; and
2. are in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan

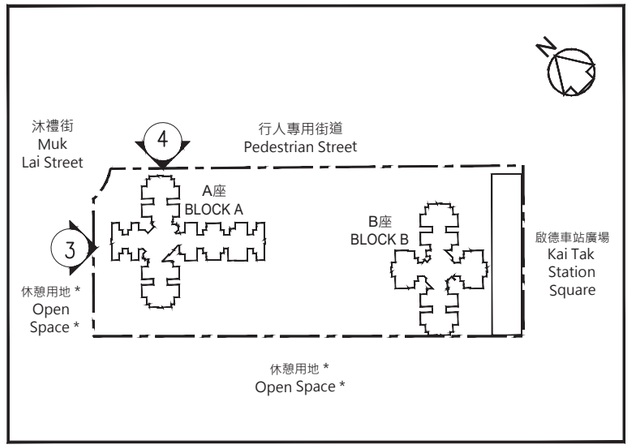
A座
Block A



西北面立面圖 "3"
North West Elevation Plan "3"



東北面立面圖 "4"
North East Elevation Plan "4"



指示圖 KEY PLAN

* 休憩用地仍在興建中。
* Open Space are still under construction.

本圖所顯示的立面:

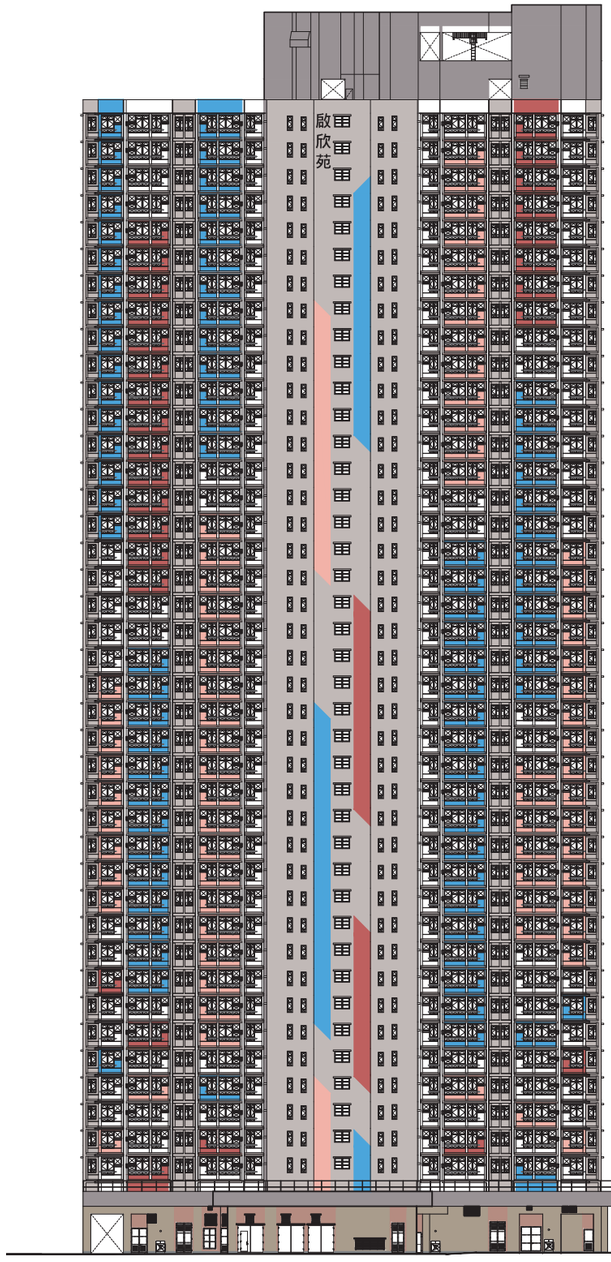
1. 以2024年11月25日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevations shown on this plan:

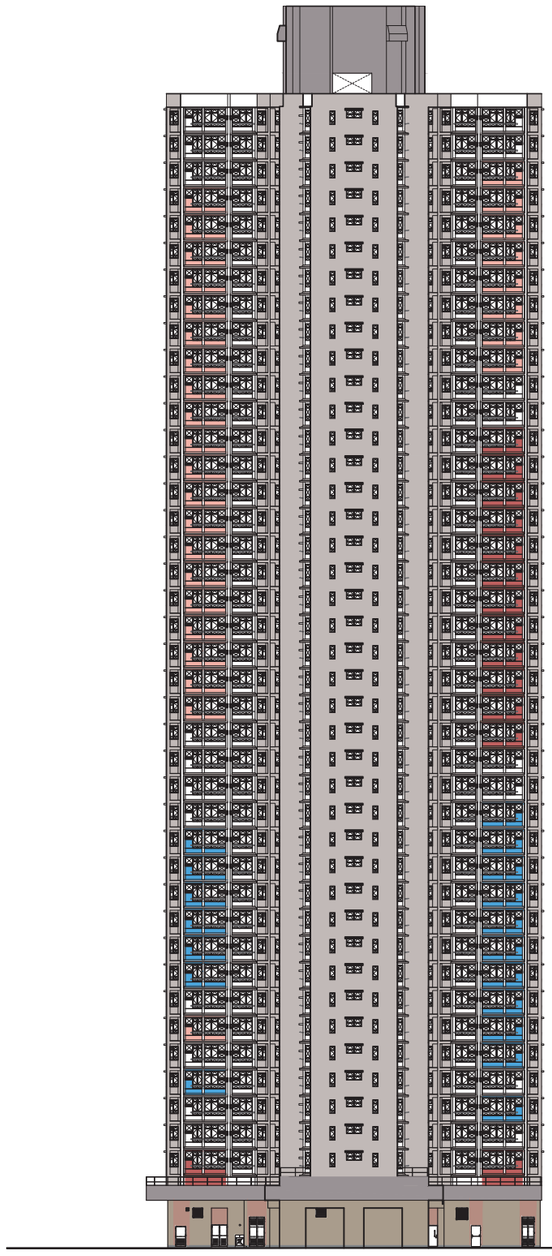
1. are prepared on the basis of the approved general building plans for the Development as of 25 November 2024; and
2. are in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan

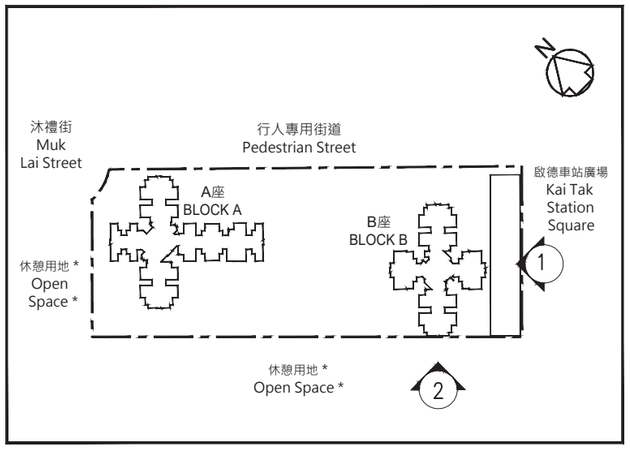
B座
Block B



東南面立面圖 “1”
South East Elevation Plan “1”



西南面立面圖 “2”
South West Elevation Plan “2”



指示圖 KEY PLAN

* 休憩用地仍在興建中。
Open Space are still under construction.

本圖所顯示的立面:

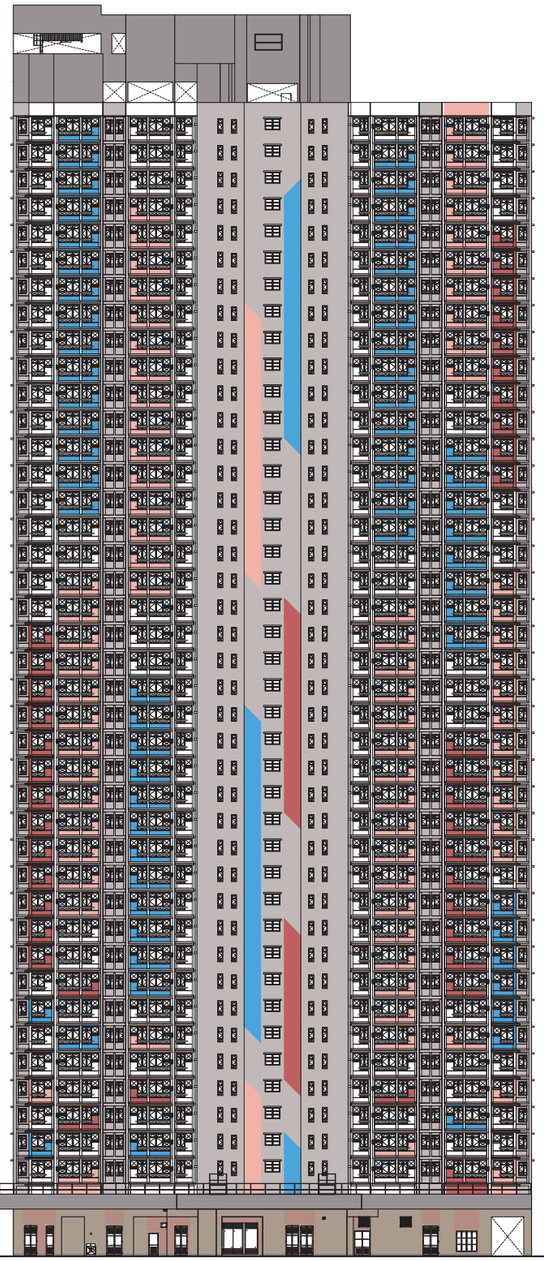
1. 以2024年11月25日的該項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

The elevations shown on this plan:

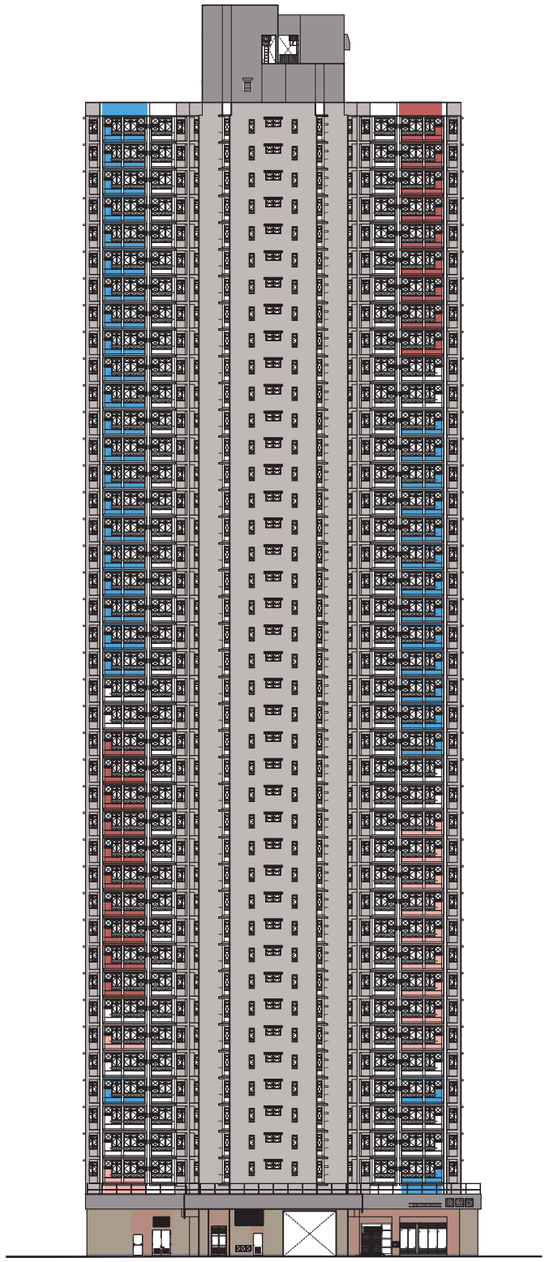
1. are prepared on the basis of the approved general building plans for the Development as of 25 November 2024; and
2. are in general accordance with the outward appearance of the Development.

立面圖
Elevation Plan

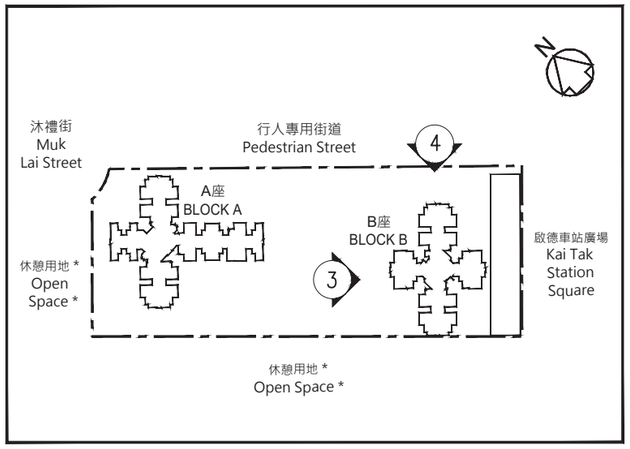
B座
Block B



西北面立面圖 “3”
North West Elevation Plan “3”



東北面立面圖 “4”
North East Elevation Plan “4”



指示圖 KEY PLAN

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本圖所顯示的立面:

1. 以2024年11月25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:

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

		有上蓋遮蓋 Covered	無上蓋遮蓋 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	平方米 sq.m.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
	平方呎 sq.ft.	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m.	不適用 Not applicable	658.3	658.3
	平方呎 sq.ft.	不適用 Not applicable	7,086	7,086

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

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

22 閱覽圖則及公契
Inspection of Plans and Deed of Mutual Covenant

1 備有關於該發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。

2 啟欣苑已簽立的公契的文本存放在住宅物業的售樓處於開放時間內以供閱覽。

3 無須為閱覽付費。

1 A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.

2 A copy of the Deed of Mutual Covenant in respect of Kai Yan Court that has been executed is available for inspection during opening hours at the place at which the residential property is offered to be sold.

3 The inspection is free of charge.

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

1	**外部裝修物料 EXTERIOR FINISHES**		
a	**外牆** **External wall**	髹上外牆漆。地下外牆局部鋪砌瓷磚。	Finished with external paint. Some finished with ceramic tiles at G/F.
b	**窗** **Windows**	客/飯廳及廚房選用鋁質窗框配清玻璃或強化清玻璃。若玻璃片的任何一部分距離地板低於1.1米，該玻璃片則採用強化清玻璃。 浴室選用鋁質窗框配壓花清玻璃或強化壓花清玻璃。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。	Aluminium window frame fitted with clear float glass or tempered clear float glass for living/dining room and kitchen. When any part of the glass panel is less than 1.1m above floor level, tempered clear float glass is used for such glass panel. Aluminium window frame fitted with clear patterned glass or tempered clear patterned glass for bathroom. When any part of the glass panel is less than 1.1m above floor level, tempered clear patterned glass is used for such glass panel.
c	**窗台** **Bay window**	不適用	Not applicable
d	**花槽** **Planter**	不適用	Not applicable
e	**陽台或露台** **Verandah or balcony**	不適用	Not applicable
f	**乾衣設施** **Drying facilities for clothing**	客/飯廳部分窗外設有鋁質晾衣架。	Aluminium drying racks are fitted outside some of the windows of the living/dining room.
2	**室內裝修物料 INTERIOR FINISHES**		
a	**大堂** **Lobby**	**地下主入口大堂：** 牆壁以瓷磚鋪砌及/或髹上乳膠漆。地板以過底磚鋪砌。天花板設有鋁質天花及髹上乳膠漆。 **標準樓層升降機大堂：** 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。	**Ground floor lobby:** Walls are finished with ceramic tiles and/or emulsion paint. Floor is finished with homogeneous tiles. Ceiling is fitted with aluminium suspended ceiling and emulsion paint. **Typical floor lobby:** Walls are finished with external paint. Floor and skirting are finished with homogeneous tiles. Ceiling is finished with external paint.
b	**內牆及天花板** **Internal wall and ceiling**	客/飯廳的牆壁及天花板髹上乳膠漆。	Walls and ceiling of living/dining room are finished with emulsion paint.
c	**內部地板** **Internal floor**	客/飯廳的地板為混凝土搪平地台。所有單位並未設有牆腳線。	Floor of living/dining room is steel trowelled finish on concrete. No skirting is provided for all flats.

2 室內裝修物料 INTERIOR FINISHES

d	浴室 Bathroom	牆壁以瓷磚鋪砌至窗頂及樑上乳膠漆至天花板。地板以過底磚及人造麻石磚鋪砌。天花板樑上乳膠漆。	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 and artificial granite tiles. Ceiling is finished with emulsion paint.
e	廚房 Kitchen	牆壁以瓷磚鋪砌至窗頂及樑上乳膠漆至天花板。地板以過底磚鋪砌。天花板樑上乳膠漆。灶台面為人造樹脂。	Walls are finished with ceramic tiles up to top of the window and emulsion paint up to the ceiling. Floor is finished with homogeneous tiles. Ceiling is finished with emulsion paint. Cooking bench top is fitted with polymer resin surface.

3 室內裝置 INTERIOR FITTINGS

a	門 Doors	**單位大門：** 單位大門選用漆面實心木門配五金配件及防盜眼。 **浴室門：** 浴室門選用空心木門(一面漆面，一面膠板面)配五金配件。(A座7號，8號，23號及24號單位除外；B座7號，8號，17號及18號單位除外) A座7號，8號，23號及24號單位；B座7號，8號，17號及18號單位浴室門選用塑膠摺門配門鎖及門把手。 **廚房門：** 廚房門選用漆面實心木門配防火玻璃及五金配件。	**Flat entrance door:** Flat entrance door is made of paint finished solid timber fitted with ironmongeries and door viewer. **Bathroom door:** Bathroom door is made of hollow timber finished with paint on one side and plastic laminate on the other and fitted with ironmongeries. (Except Flats 7, 8, 23 and 24 at Block A; Flats 7, 8, 17 and 18 at Block B) For bathroom door of Flats 7, 8, 23 and 24 at Block A; Flats 7, 8, 17 and 18 at Block B, plastic folding door fitted with lock and handle is provided. **Kitchen door:** Kitchen door is made of paint finished solid timber fitted with fire rated glazed panels and ironmongeries.
b	浴室 Bathroom	裝置及設備包括搪瓷洗手盆、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及花灑套裝及浴簾桿。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 and curtain rail. Copper pipes are used for cold and hot water supply system.
c	廚房 Kitchen	廚房裝置包括不銹鋼洗滌盆、鍍鉻黃銅混合式洗滌盆水龍頭及面為人造樹脂的灶台。冷熱水供水系統採用銅喉管。	Kitchen is fitted with stainless steel sink unit, chromium plated brass sink mixer and cooking bench top with polymer resin surface. Copper pipes are used for cold and hot water supply system.
d	睡房 Bedroom	不適用	Not applicable
e	電話 Telephone	客/飯廳設有一個電話插座。	One telephone outlet is provided in the living/dining room.

3	**室內裝置 INTERIOR FITTINGS**		
f	**天線** **Aerials**	客/飯廳設有電視/調頻收音機插座接收本地電視及電台節目，另有空間預留給電訊及廣播服務及空間預留給買方自行安裝電視/調頻收音機插座。有關插座及空間預留的數目，請參閱「住宅物業機電裝置數量說明表」。	TV/FM outlets for local TV and FM radio programmes, reserved space(s) for telecommunications and broadcasting services and reserved space(s) for installation of TV/FM outlet by purchasers are provided in the living/dining room. For number of the outlets and reserved spaces, please refer to the Schedule of Mechanical and Electrical Provisions of Residential Properties.
g	**電力裝置** **Electrical installations**	各單位客/飯廳內均設有用戶總掣連配電箱。全屋電線導管均為隱藏式安裝。所有電插座均由漏電斷路器保護。有關電插座及接駁器的數目，請參閱「住宅物業機電裝置數量說明表」。	Consumer unit is provided in the living/dining room of each flat. All cable conduits are concealed. All socket outlets are protected by Residual Current Device. For number of socket outlets and connection units, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Properties.
h	**氣體供應** **Gas supply**	煤氣供應接駁點設於廚房。	Town gas supply connection point is provided in the kitchen.
i	**洗衣機接駁點** **Washing machine connection point**	各單位廚房設有洗衣機來水及去水接駁點。	Water supply and drainage connection points for washing machine are provided in the kitchen of each flat.
j	**供水** **Water supply**	冷熱水供水系統採用銅喉管。所有水管均為外露。	Copper pipes are used for cold and hot water supply system. All water pipes are exposed.
4	**雜項 MISCELLANEOUS**		
a	**升降機** **Lifts**	**兩部「其士」牌無機房客用升降機** • 服務已規劃的地下購物街、地庫(停車場)及地下(型號為 Chevalier 610) **六部「迅達」牌客用升降機服務A座** • 三部客用升降機服務地庫(停車場)及地下至22樓(型號為 Schindler 7000) • 三部客用升降機服務地庫(停車場)、地下及23樓至40樓(型號為 Schindler 7000) **六部「迅達」牌客用升降機服務B座** • 三部客用升降機服務地下至20樓(型號為 Schindler 5500) • 三部客用升降機服務地下及21樓至40樓(型號為 Schindler 7000)	**Two "Chevalier" machine-room-less passenger lifts** • Serving the planned underground shopping street & Basement Carpark (B/F) to G/F (Model No. Chevalier 610) **Six "Schindler" passenger lifts serving Block A** • 3 passenger lifts serving Basement Carpark (B/F) & G/F to 22/F (Model No. Schindler 7000) • 3 passenger lifts serving Basement Carpark (B/F), G/F & 23/F to 40/F (Model No. Schindler 7000) **Six "Schindler" passenger lifts serving Block B** • 3 passenger lifts serving G/F to 20/F (Model No. Schindler 5500) • 3 passenger lifts serving G/F & 21/F to 40/F (Model No. Schindler 7000)

4	**雜項 MISCELLANEOUS**		
b	**信箱** **Letter box**	地下主入口大堂設有每戶專用的不銹鋼信箱。	Stainless steel letter box is provided for each flat at ground floor lobby.
c	**垃圾收集** **Refuse collection**	A座及B座1樓至40樓的公用地方設有垃圾及物料回收室及垃圾槽，於A座及B座地下設有垃圾及物料回收房，並於B座地下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 1/F to 40/F of Blocks A and B and refuse storage and material recovery chamber is provided on ground level of Blocks A and B. A loading/unloading space reserved for refuse collection vehicle, refuse storages and junk collection points are provided in the ground level of Block B for centralised processing of refuse.
d	**水錶、電錶及氣體錶** **Water meter, electricity meter and gas meter**	各單位的獨立水錶設於各樓層的水錶櫃內。各單位的獨立電錶設於各樓層的電錶房內。各單位廚房內均預留位置安裝煤氣錶(買方須自行申請安裝煤氣錶)。	Separate water meter for each flat is provided at the water meter cupboard on each floor. Separate electricity meter for each flat is provided at the electrical meter room on each floor. Space for town gas meter is provided in the kitchen of each flat (purchasers are required to make an individual application for installation of town gas meter).
5	**保安設施 SECURITY FACILITIES**		
	設有閉路電視監察系統監控升降機內，各地下入口，各臨時庇護處，各頂層出口及外圍範圍狀況。 閉路電視監控設備設於住宅樓宇地下保安護衛員櫃位內。	Closed Circuit Television (CCTV) System is provided for monitoring the situation of the lift cars, ground floor entrances, temporary refuge spaces, exits to roof floor and external area. The monitoring equipment for CCTV system is provided at the guard counter on ground floor of the residential building.
6	**設備 APPLIANCES**		
	每個單位的廚房或浴室設有一部「TGC」牌煤氣熱水爐(型號ST13SK)。有關熱水爐的安裝位置請參閱「住宅物業機電裝置數量説明表」。	One “TGC” town gas water heater (Model No. ST13SK) is provided in the kitchen or 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

BLOCK A

			樓層 Floor	1樓至40樓 1/F to 40/F																									
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
客/飯廳 Living/Dining Room	燈掣	Lighting Switch		2	2	2	2	4	3	2	2	3	4	4	2	2	4	2	2	3	2	2	4	4	3	2	2	3	4
	雙極開關掣	Double Pole Switch		1	1	1	1	3	2	1	1	2	3	3	1	1	3	1	1	2	1	1	3	3	2	1	1	2	3
	天花燈咀	Ceiling Lamp Holder		2	2	2	2	4	3	2	2	3	4	4	2	2	4	2	2	3	2	2	4	4	3	2	2	3	4
	13安培雙頭插座	13A Twin Socket Outlet		5	5	5	5	11	8	3	3	8	11	11	5	5	11	5	5	8	5	5	11	11	8	3	3	8	11
	電話插座	Telephone Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet		2	2	2	2	2	2	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)		1	1	1	1	3	2	1	1	2	3	3	1	1	3	1	1	2	1	1	3	3	2	1	1	2	3
	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	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	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	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器(註4)	2A Fused Connection Unit (Note 4)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇接駁器	Connection Unit		1	1	1	1	2	2	1	1	2	2	2	1	1	2	1	1	2	1	1	2	2	2	1	1	2	2
	煤氣熱水爐	Town Gas Water Heater		–	–	–	–	1	1	–	–	1	1	1	–	–	1	–	–	1	–	–	1	1	1	–	–	1	1
	5安培煤氣熱水爐接駁器	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

BLOCK A

			樓層 Floor	1樓至40樓 1/F to 40/F																									
			單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
廚房 Kitchen	燈掣	Lighting Switch		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet		1	1	1	1	2	2	1	1	2	2	2	1	1	2	1	1	2	1	1	2	2	2	1	1	2	2
	13安培雙頭插座	13A Twin Socket Outlet		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)		2	2	2	2	1	1	2	2	1	1	1	2	2	1	2	2	1	2	2	1	1	1	2	2	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater		1	1	1	1	–	–	1	1	–	–	–	1	1	–	1	1	–	1	1	–	–	–	1	1	–	–
	5安培煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit		1	1	1	1	–	–	1	1	–	–	–	1	1	–	1	1	–	1	1	–	–	–	1	1	–	–
	雙極開關掣	Double Pole Switch		1	1	1	1	–	–	1	1	–	–	–	1	1	–	1	1	–	1	1	–	–	–	1	1	–	–

註：

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

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover 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 are for connecting exhaust fan.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. 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

			BLOCK B																			
		樓層 Floor	1樓至40樓 1/F to 40/F																			
		單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
客/飯廳 Living/Dining Room	燈掣	Lighting Switch	2	3	3	2	4	3	2	2	3	4	2	3	3	2	4	3	2	2	3	4
	雙極開關掣	Double Pole Switch	1	2	2	1	3	2	1	1	2	3	1	2	2	1	3	2	1	1	2	3
	天花燈咀	Ceiling Lamp Holder	2	3	3	2	4	3	2	2	3	4	2	3	3	2	4	3	2	2	3	4
	13安培雙頭插座	13A Twin Socket Outlet	5	8	8	5	11	8	3	3	8	11	5	8	8	5	11	8	3	3	8	11
	電話插座	Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/調頻收音機插座	TV/FM Outlet	2	2	2	2	2	2	1	1	2	2	2	2	2	2	2	2	1	1	2	2
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註1)	Connection Unit (Note 1)	1	2	2	1	3	2	1	1	2	3	1	2	2	1	3	2	1	1	2	3
	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	1	1	2	2	2	2	2	2	2	2	1	1	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	1	1	1	1	1	1	1	1
	門鈴按鈕	Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門電話對講機	Doorphone Handset	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	用戶總掣連配電箱	Consumer Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室 Bathroom	燈掣	Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	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	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器(註4)	2A Fused Connection Unit (Note 4)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇接駁器	Connection Unit	1	2	2	1	2	2	1	1	2	2	1	2	2	1	2	2	1	1	2	2
	煤氣熱水爐	Town Gas Water Heater	–	1	1	–	1	1	–	–	1	1	–	1	1	–	1	1	–	–	1	1
	5安培煤氣熱水爐接駁器	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

			BLOCK B																			
		樓層 Floor	1樓至40樓 1/F to 40/F																			
		單位 Flat	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
廚房 Kitchen	燈掣	Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	抽氣扇開關掣	Switch for Exhaust Fan	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	天花燈咀	Ceiling Lamp Holder	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培單頭插座	13A Single Socket Outlet	1	2	2	1	2	2	1	1	2	2	1	2	2	1	2	2	1	1	2	2
	13安培雙頭插座	13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器	2A Fused Connection Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	2安培裝有熔斷器的接駁器連開關掣(註5)	2A Switched Fused Connection Unit (Note 5)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13安培裝有熔斷器的接駁器連開關掣(註6)	13A Switched Fused Connection Unit (Note 6)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	接駁器(註7)	Connection Unit (Note 7)	2	1	1	2	1	1	2	2	1	1	2	1	1	2	1	1	2	2	1	1
	煤氣供應接駁點	Town Gas Supply Connection Point	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機來水接駁點	Water Supply Connection Point for Washing Machine	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣機去水接駁點	Drainage Connection Point for Washing Machine	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐	Town Gas Water Heater	1	–	–	1	–	–	1	1	–	–	1	–	–	1	–	–	1	1	–	–
	5安培煤氣熱水爐接駁器	Town Gas Water Heater 5A Fused Connection Unit	1	–	–	1	–	–	1	1	–	–	1	–	–	1	–	–	1	1	–	–
	雙極開關掣	Double Pole Switch	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家自行安裝有關插座。
4. 安裝於浴室之接駁器供抽氣扇接駁之用。
5. 安裝於廚房之2安培裝有熔斷器的接駁器連開關掣供抽油煙機接駁之用。
6. 安裝於廚房之13安培裝有熔斷器的接駁器連開關掣供洗衣機接駁之用。
7. 安裝於廚房之接駁器供抽氣扇接駁之用。

Notes:

1. The Connection Units installed inside living/dining room are for connecting air-conditioners.
2. The spaces are reserved for telecommunication and broadcasting services and are covered with blank cover 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 are for connecting exhaust fan.
5. The 2A Switched Fused Connection Unit installed inside kitchen is for connecting range hood.
6. The 13A Switched Fused Connection Unit installed inside kitchen is for connecting washing machine.
7. The Connection Unit installed inside kitchen is for connecting exhaust fan.

24 服務協議
Service Agreements

不適用 Not applicable

25 地税
Government Rent

賣方須就住宅物業繳付地税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税負上責任。

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

26 買方的雜項付款
Miscellaneous Payments by Purchaser

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

在交付時，買方無須向賣方支付清理廢料的費用。

註： 買方須自費及自行安排清理所有裝修廢料，並將其搬離屋苑。

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

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

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

27 欠妥之處的保養責任期
Defects Liability Warranty Period

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

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

28 斜坡維修
Maintenance of Slopes

不適用 Not applicable

29 批地文件修訂
Modification of Land Grant

不適用 Not applicable

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

獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲房屋局常任秘書長辦公室的獨立審查組(前運輸及房屋局常任秘書長(房屋)辦公室的獨立審查組)(下稱「獨立審查組」) 批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。

Breakdown of GFA Concessions Obtained for All Features

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Independent Checking Unit (ICU) of the Office of the Permanent Secretary for Housing (formerly, the Independent Checking Unit of the Office of the Permanent Secretary for Transport and Housing (Housing)) prior to the printing of the sales brochure is tabulated below.

		面積(平方米) Area (m^2)
根據《建築物(規劃)規例》(《規劃規例》)第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of the Building (Planning) Regulations (B(P)R)		
1	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	2,952.960
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.	1,256.288
2.2	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature and essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	4,058.375
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.	60.935
根據《建築物(規劃)規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Regulation 23A(3) of the B(P)R		
3	供人離開或到達旅館時上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 Not Applicable
4	旅館的輔助性設施 Supporting facilities for a hotel	不適用 Not Applicable
根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPN) 1 and 2		
5	住宅樓宇露台 Balcony for residential buildings	不適用 Not Applicable
6	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	1,606.527
7	公用空中花園 Communal sky garden	不適用 Not Applicable
8	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not Applicable

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

		面積（平方米）Area (m^2)
	根據《聯合作業備考》提供的環保設施 Green Features under Joint Practice Notes (JPNs)	
9	隔聲鰭 Acoustic fin	不適用 Not Applicable
10	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not Applicable
11	非結構性預製外牆 Non-structural prefabricated external wall	1,304.640
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 owners' corporation office	150.261
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	不適用 Not Applicable
17	橫向屏障/有蓋人行道、花棚 Horizontal screen/covered walkway and trellis	697.928
18	擴大升降機井道 Larger lift shaft	835.281
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、衞星電視共用天線房 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	532.879
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 (m^2)
	適意設施 Amenity Features	
26	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 Not Applicable
27	遮陽篷及反光罩 Sunshade and reflector	不適用 Not Applicable
28	小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台 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，如空調機箱及平台 Other projections such as air-conditioning box and platform not covered in paragraph 3(b) and (c) of Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) APP-19	不適用 Not Applicable
	其他獲豁免的項目 Other Exempted Items	
30	庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not Applicable
31	大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature	不適用 Not Applicable
32	公共交通總站 Public transport terminus (PTT)	不適用 Not Applicable
33	共用構築物及樓梯 Party structure and common staircase	不適用 Not Applicable
34	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	1,234.440
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.

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

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。

金級

GOLD 金級 NB 新建建築 V1.2 2026
HKGBC BEAM Plus 綠建環評

申請編號: FAG0059/26

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.

GOLD

GOLD 金級 NB 新建建築 V1.2 2026
HKGBC BEAM Plus 綠建環評

Application no.: FAG0059/26

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. 兩級光度照明系統 2. 高效能升降機 3. 公共空間使用發光二極管燈	1. Two-level Lighting Control System 2. High Efficient Lift 3. LED Lighting for Public Area

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 (m^2)	基線樓宇(註2)每年能源消耗量(平方米/年) Annual Energy Use of Baseline Building (Note 2) (m^2/annum)		擬興建/已竣工樓宇每年能源消耗量(平方米/年) Annual Energy Use of Proposed/Completed Building (m^2/annum)	
			電力 千瓦小時 Electricity kWh	煤氣/石油氣 用量單位 Town Gas/ LPG unit	電力 千瓦小時 Electricity kWh	煤氣/石油氣 用量單位 Town Gas/ LPG unit
住用發展項目(不包括酒店) Domestic Development (excluding Hotel)	中央屋宇裝備裝置 Central building services installation	30,679.74	100.52	不適用 Not Applicable	90.72	不適用 Not Applicable
非住用發展項目(包括酒店) Non-domestic Development (including Hotel)	平台(中央屋宇裝備裝置) Podium(s) (central building services installation	1,423.61	96.91	不適用 Not Applicable	95.33	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：

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

   預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：
   (a) 「每年能源消耗量」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及
   (b) 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. 「基線樓宇」與新建樓宇BEAM Plus標準(1.2版本)第4節及附錄8中的「基準建築物模式(零分標準)」具有相同涵義。
3. 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》(2018年版)中的涵義相同。

Notes :

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

   The predicted annual energy use, in terms of electricity consumption (kWh/m^2/annum) and town gas/LPG consumption (unit/m^2/annum), of the Development by the internal floor area served, where:
   (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (Version 1.2); and
   (b) "internal floor area", in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (Version 1.2).
3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation (2018 edition) issued by the Electrical and Mechanical Services Department.

31 有關資料
Relevant Information

A 暫時性交通噪音

在啟德2A2、2A3、2A4、2A5(B)和2A10地盤的發展項目竣工前，啟欣苑會受到太子道東交通噪音的暫時性影響。有關啟德2A2、2A3、2A4、2A5(B)和2A10地盤的位置，請參閱第115頁的參考圖(註1)。

B 啟德2B3地盤

社會福利設施

在啟德2B3地盤內將提供以下社會福利設施(註2)：

(i) 幼兒中心；
(ii) 長者鄰舍中心；
(iii) 殘疾人士地區支援中心附屬單位；
(iv) 中度弱智人士宿舍；
(v) 綜合職業康復服務中心；
(vi) 嚴重弱智人士宿舍；
(vii) 展能中心；
(viii) 短期食物援助服務隊；
(ix) 體弱長者家居照顧服務隊；
(x) 弱智人士輔助宿舍；以及
(xi) 網上青年支援隊。

有關啟德2B3地盤的位置，請參閱第115頁的參考圖(註1)。

C 混凝土「立體預製浴室及廚房」建築法

所有啟欣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。

註：
1. 參考圖所示的地盤位置僅供參考。
2. 為截至2026年6月之資料，提供的社會福利設施將來或可能有所更改。

A Interim Traffic Noise Impact

Kai Yan Court is subject to interim traffic noise impact from Prince Edward Road East before completion of the developments at Kai Tak Sites 2A2, 2A3, 2A4, 2A5(B) and 2A10. Please refer to the reference plan on page 115 for the locations of Kai Tak Sites 2A2, 2A3, 2A4, 2A5(B) and 2A10 (Note 1).

B Kai Tak Sites 2B3

Social Welfare Facilities

The following social welfare facilities will be provided within Kai Tak Site 2B3 (Note 2):

(i) Child Care Centre;
(ii) Neighbourhood Elderly Centre;
(iii) Sub-base of District Support Centre for Persons with Disabilities;
(iv) Hostel for Moderately Mentally Handicapped Persons;
(v) Integrated Vocational Rehabilitation Services Centre;
(vi) Hostel for Severely Mentally Handicapped Persons;
(vii) Day Activity Centre;
(viii) Main Base of Short-term Food Assistance Service Team;
(ix) One team of Home Care Services for Frail Elderly Persons;
(x) Supported Hostel for Mentally Handicapped Persons; and
(xi) Cyber Youth Support Team Office Base.

Please refer to the reference plan on page 115 for the locations of Kai Tak Sites 2B3 (Note 1).

C Concrete Volumetric Precast Bathroom and Kitchen (VBK)

All domestic flats at Kai Yan 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.

Notes:
1. Location of the sites as indicated on the reference plan are for reference only.
2: Information as at June 2026. The social welfare facilities to be provided are subject to change.

D 裝修須知

在進行有關裝修工程時，須遵守《建築物條例》及有關規例的規定和監管制度。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啟欣苑樓宇設計所預定的核准間隔牆示意圖，業主可參閱啟欣苑裝修指引。有關指引會於物業交吉時提供予業主。

E 樓宇結構安全保證

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

保證期

房委會會給予啟欣苑為期十年的樓宇結構安全保證。

啟欣苑的十年樓宇結構安全保證期由樓宇的佔用許可證的發出日期起計。

D Points to Note for Fitting Out

When carrying out 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 Kai Yan Court, please refer to the Guide for Decoration Works for Kai Yan Court, which will be made available to the Owner on the delivery of vacant possession of the flat.

E Structural Safety Guarantee

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

Guarantee Period

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

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

保證範圍

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

本保證並不包括以上保證範圍以外的修葺，例如：

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

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

iii. 下列任何一項特別風險對樓宇造成的損壞：
   - 任何氣體燃料爆炸所造成的損壞；
   - 戰爭、火災、地震或山泥傾瀉造成的損壞；
   - 房委會負責範圍以外的人士作出的行為或疏忽。

業主責任

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

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

Coverage

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

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

i. Water seepage through ceilings, windows or walls, cracks in plaster and rendering, defects in wall and floor tiling and any other defects not related to the structural stability and integrity of the building;

ii. Defects arising from structural alterations, additions or changes within flats or improper usage of the building; and

iii. Defects arising from the following special risks, including:
   - explosions caused by inflammable gas;
   - outbreak of war, fire, earthquake or landslide;
   - acts or omission of a person for whom the HA is not responsible.

Owners' Responsibility

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

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

註：

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

Notes:

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

F 轉讓限制

(a) 在簽署轉讓契據前，買方不得把單位轉讓予其他人士或機構。若買方要求撤銷買賣協議，且獲房委會同意，房委會有權保留一筆相等於售價百分之五的款額，作為同意撤銷買賣協議買方應付的代價。此外，撤銷買賣協議受買賣協議的條款限制，包括買方須向房委會支付或償付與撤銷買賣協議有關或其引致的一切法律費用、收費及代付費用(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)購買啟欣苑單位，而下列轉讓限制將適用於有關單位的業主：

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

- 業主須在無需繳付補價的情況下，在居屋第二市場以不高於列於首次轉讓契據的原來買價(註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，按照該單位首次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**)。

F Alienation Restrictions

(a) The flat shall not be assigned by the purchaser to any other person or organisation before executing the Deed of Assignment. If a purchaser requests for cancelling the Agreement for Sale and Purchase (ASP) where the HA agrees to the same, the HA shall be entitled to retain a sum equivalent to 5% of the purchase price as consideration for his agreeing to cancel the ASP. Besides, the cancellation of the ASP is subject to the provisions of the ASP including the purchaser being required to pay or reimburse the HA for all legal costs, charges and disbursements (including stamp duty (if any) 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 Yan 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 first assignment.

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

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

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

- The owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium and at his/her own negotiated price.
- The owner may also sell 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 first 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**) 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，及是指首次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。

G 「該租契」項下的書面同意/批准 - 停車位的要求

於2022年7月26日，「署長」根據「該租契」條款第3.24條(a)(ii)款及(a)(vi)款書面同意(i)「該租契」條款第3.24條(a)(ii)款所指的停車位的數目由6更改為7；及(ii)「該租契」條款第3.24條(a)(vi)款所指的123個單車車位的尺寸為0.64米闊及1.9米長。

(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:

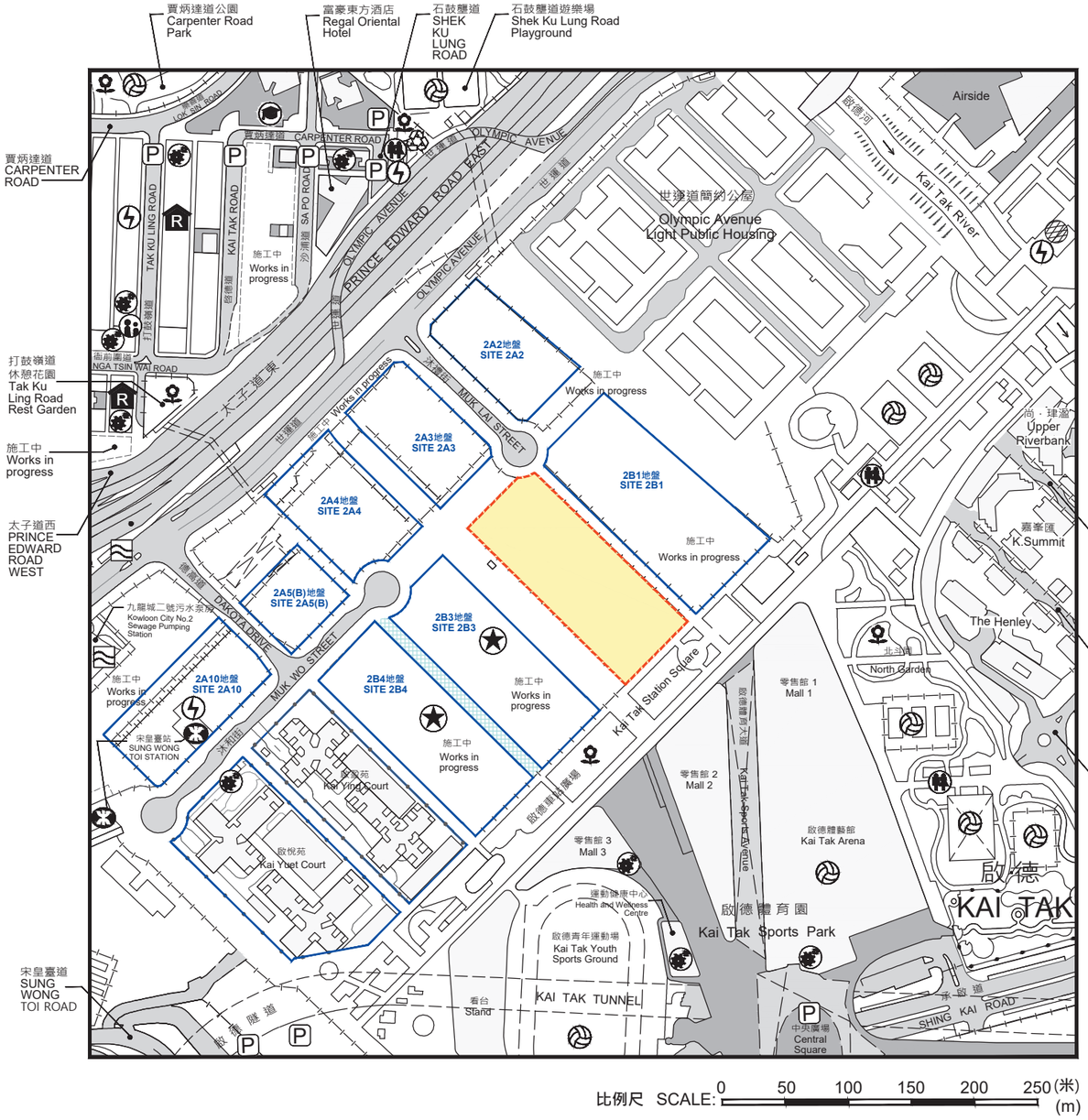
1. Original purchase price is equal to the sale price and means the price of the flat as specified in the first assignment.
2. The details of calculation of premium will be subject to the terms of the Deed of Assignment and the terms, covenants and conditions contained in the Government lease.

G Consent / Approval in Writing under the Lease - Parking Requirements

On 26th July 2022, written consent from the Director was given under Clause 3.24(a)(ii) and Clause 3.24(a)(vi) of the Lease to (i) change the number of the parking spaces as referred to in Clause 3.24(a)(ii) of the Lease from 6 to 7; and (ii) the dimensions of 0.64 metres in width and 1.9 metres in length for the 123 bicycle parking spaces as referred to in Clause 3.24(a)(vi) of the Lease.

32 參考圖 Reference Plan

參考圖
Reference Plan



N

啟欣苑
Kai Yan Court

圖例 NOTATION

體育設施(包括運動場及游泳池) Sports Facilities (including a Sports Ground and a Swimming Pool)	公用事業設施裝置 A Public Utility Installation
公園 A Public Park	社會福利設施(包括老人中心及弱智人士護理院) Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
公共交通總站(包括鐵路車站) A Public Transport Terminal (including a Rail Station)	宗教場所(包括教堂、廟宇及祠堂) A Religious Institution (including a Church, a Temple and a Tsz Tong)
垃圾收集站 A Refuse Collection Point	香港鐵路的通風井 A Ventilation Shaft for the Mass Transit Railway
污水處理廠及設施 Sewage Treatment Works and Facilities	興建中的房委會房屋項目 Housing Development of the HA under Construction
公廁 A Public Convenience	學校(包括幼稚園) A School (including a Kindergarten)
公眾停車場(包括貨車停泊處) A Public Carpark (including a Lorry Park)	興建中的行人專用街道* Pedestrian Street under Construction*
發電廠(包括電力分站) A Power Plant (including Electricity Sub-stations)	

** 只作識別用 For Identification Purposes Only*

此參考圖是參考地政總署測繪處於2026年7月16日及2026年7月3日出版之數碼地形圖(編號分別為T11-NE-A及T11-NE-C)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-NE-A and T11-NE-C dated 16 July 2026 and 3 July 2026 respectively 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：

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

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. Location of the sites as indicated on the reference plan are for reference only.

網址 WEBSITE
www.housingauthority.gov.hk/hos/2025/KaiYan

區域：啟德
區域資料是根據《城市規劃條例》擬備的啟德分區計劃大綱圖，關乎發展項目所位於的區域。建議準買家查閱發展項目所屬的其他分區資料，如區議會分區、校網等。
District: Kai Tak
The district information refers to the district in which the Development is situated, according to the Kai Tak Outline Zoning Plan prepared under the Town Planning Ordinance. Prospective purchasers are advised to check other districts' information for the Development, such as District Council district and school net.

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

香港房屋委員會
Hong Kong Housing Authority