

PARK SIGNATURE | 溱柏

Sales Brochure for Parking Space 車位銷售說明書

Information on the development 發展項目的資料

Name of the Development
Park Signature

發展項目名稱
溱柏

Postal Address of the Development
68 Kung Um Road

發展項目的郵寄地址
公庵路68號

Information on vendor and others involved in the development

賣方及有參與發展項目的其他人的資料

Vendor Gracejoy Investments Limited	賣方 鷹豐投資有限公司
Holding company of the vendor New World Development Company Limited	賣方的控權公司 新世界發展有限公司
The person engaged by the vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development (“JV Partner”) None	賣方聘用為統籌和監管有關發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士（“合作伙伴”） 沒有
Holding company of the JV Partner Not applicable	合作伙伴的控權公司 不適用
Authorized person for the Development Mr. Leung Siu Kwong	發展項目的認可人士 梁少光先生
The firm or corporation of which an authorized person for the Development is a proprietor, director or employee in his or her professional capacity Christopher Leung & Associates Limited	認可人士以其專業身分擔任經營人、董事或僱員的商號或法團 梁少光建築師事務所有限公司
Building contractor for the Development Hip Hing Construction Company Limited	發展項目的承建商 協興建築有限公司
The firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development Kao, Lee & Yip	就發展項目中的車位的出售而代表賣方行事的律師事務所 高李葉律師行
Any licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Development Hang Seng Bank, Limited (The loan has been settled) Shanghai Pudong Development Bank Co., Ltd. (The Bank Undertaking has been released)	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獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司 恒生銀行有限公司（此貸款已結清） 上海浦東發展銀行股份有限公司（此銀行承諾已解除）
Any other person who has made a loan for the construction of the Development New World Development Company Limited (The loan has been settled) New World Finance Company Limited (The loan has been settled)	已為發展項目的建造提供貸款的任何其他人 新世界發展有限公司（此貸款已結清） 新世界金融有限公司（此貸款已結清）

Relationship between parties involved in the development

有參與發展項目的各方的關係

a) The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development	Not Applicable
b) The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of such an authorized person	Not Applicable
c) The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of such an authorized person	No
d) The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person	Not Applicable
e) The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person	Not Applicable
f) The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of an associate of such an authorized person	No
g) The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development	Not Applicable
h) The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development	Not Applicable
i) The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors	No
j) The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor	No

a) 賣方或合作伙伴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
b) 賣方或合作伙伴或該項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人	不適用
c) 賣方或合作伙伴或該項目的承建商屬法團，而該賣方或合作伙伴或承建商（或該賣方或合作伙伴的控權公司）的董事或秘書屬上述認可人士的家人	否
d) 賣方或合作伙伴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
e) 賣方或合作伙伴或該項目的承建商屬合夥，而該賣方或合作伙伴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
f) 賣方或合作伙伴或該項目的承建商屬法團，而該賣方或合作伙伴或承建商（或該賣方或合作伙伴的控權公司）的董事或秘書屬上述認可人士的有聯繫人士的家人	否
g) 賣方或合作伙伴或該項目的承建商屬個人，並屬就該項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	不適用
h) 賣方或合作伙伴或該項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	不適用
i) 賣方或合作伙伴或該項目的承建商屬法團，而該賣方或合作伙伴或承建商（或該賣方或合作伙伴的控權公司）的董事或秘書屬上述律師事務所的經營人的家人	否
j) 賣方、賣方的控權公司、合作伙伴、合作伙伴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、合作伙伴或控權公司或承建商最少10%的已發行股份	否

Relationship between parties involved in the development

有參與發展項目的各方的關係

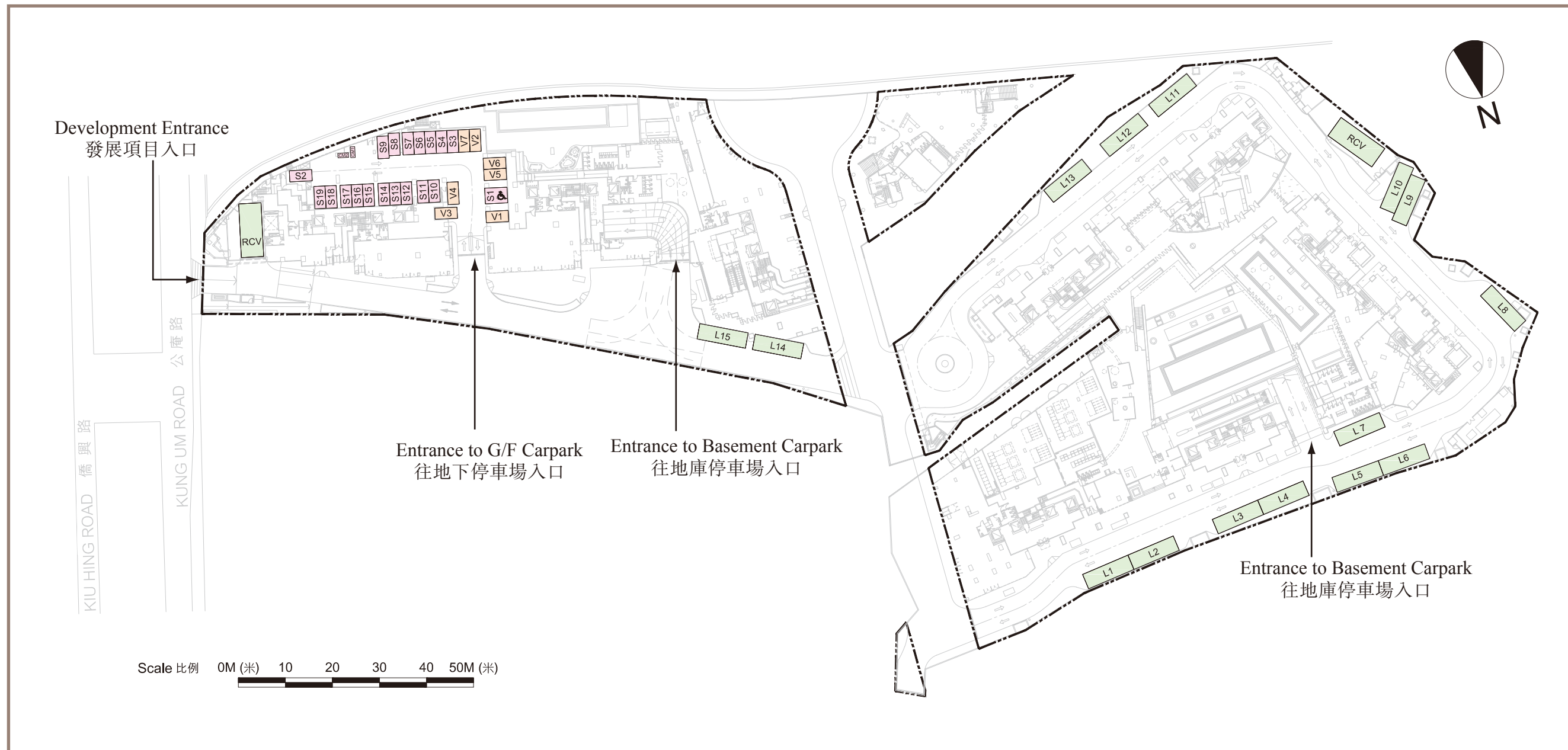
k) The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor	No
l) The vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner	No
m) The vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, JV Partner or contractor	Not Applicable
n) The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor	No
o) The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, 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, JV Partner, holding company or contractor	No
p) The vendor, the JV Partner 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, JV Partner or contractor or of a holding company of that vendor or JV Partner	No
q) The vendor, the JV Partner 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, JV Partner or contractor	Not Applicable
r) The vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner	No
s) The vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor, JV Partner or of a holding company of that vendor or JV Partner	Yes

k) 賣方、賣方的控權公司、合作伙伴、合作伙伴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、合作伙伴、控權公司或承建商最少1%的已發行股份	否
l) 賣方、合作伙伴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、合作伙伴、承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書	否
m) 賣方、合作伙伴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、合作伙伴或承建商的僱員	不適用
n) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該項目的承建商屬私人公司，而就該項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份	否
o) 賣方、賣方的控權公司、合作伙伴、合作伙伴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、合作伙伴、控權公司或承建商最少1%的已發行股份	否
p) 賣方、合作伙伴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、合作伙伴、或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書	否
q) 賣方、合作伙伴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、合作伙伴、或承建商的僱員	不適用
r) 賣方、合作伙伴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、合作伙伴、或承建商或該賣方或該合作伙伴的控權公司的有聯繫法團	否
s) 賣方、合作伙伴或該項目的承建商屬法團，而該承建商屬該賣方、合作伙伴、或該賣方或該合作伙伴的控權公司的有聯繫法團	是

Floor plan of parking spaces in the development

發展項目中的停車位的樓面平面圖

Ground Floor Plan
地下平面圖



----- Boundary of the Development
發展項目的界線

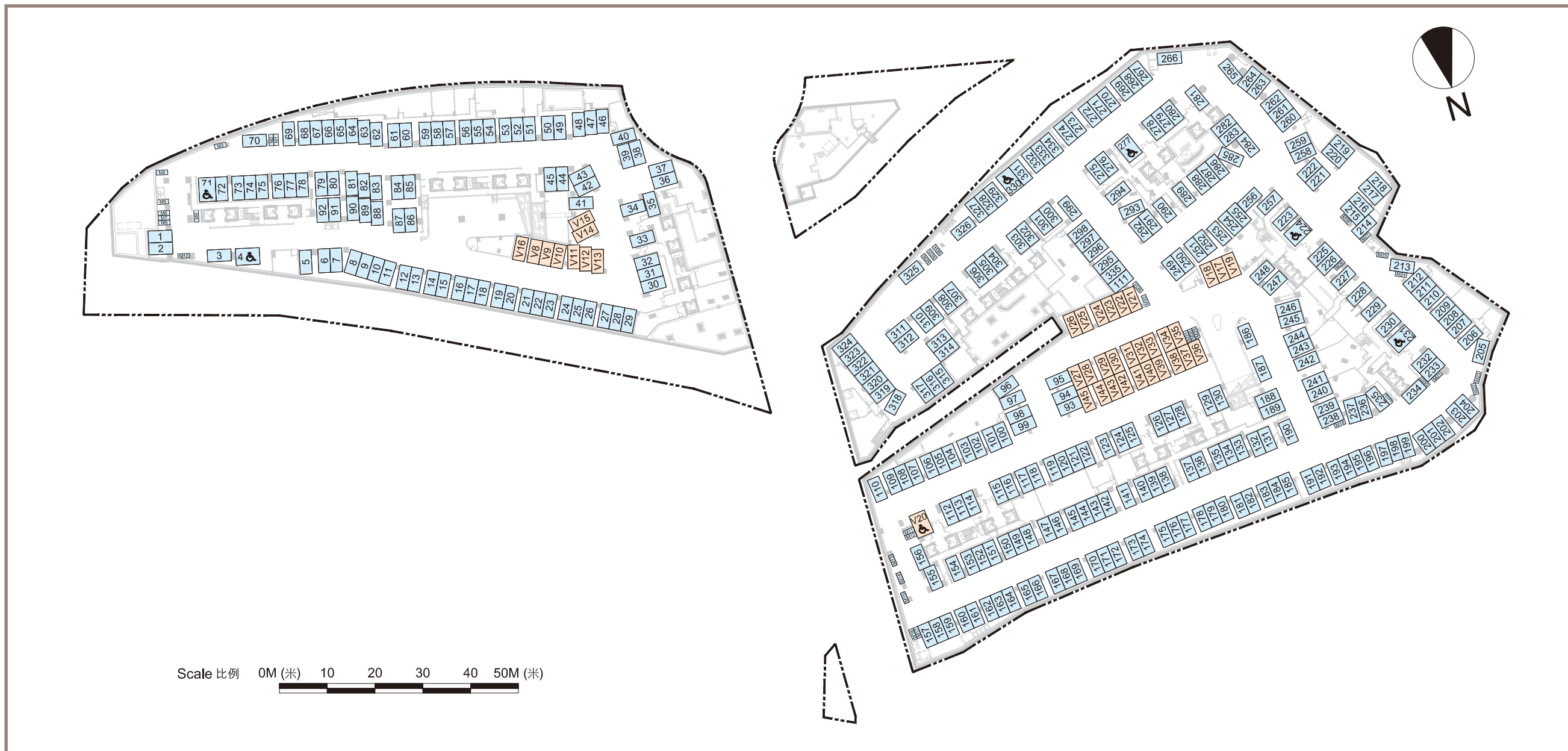
RCV = Refuse collection vehicle parking space 垃圾車車位

♿ = Accessible (disabled) parking space 傷健人仕車位

Floor plan of parking spaces in the development

發展項目中的停車位的樓面平面圖

Basement Floor Plan
地庫平面圖



Scale 比例 0M (米) 10 20 30 40 50M (米)

----- Boundary of the Development
發展項目的界線

♿ = Accessible (disabled) parking space 傷健人仕車位

Floor plan of parking spaces in the development

發展項目中的停車位的樓面平面圖

Numbers & Area of Parking Spaces 車位數目及車位面積表

	Category of parking space 車位類別	Number 數目		Parking space no. 車位編號	Dimensions (L x W) (m.) 尺寸(長 x 闊)(米)	Area of each parking space (sq.m.) 每個車位面積(平方米)
		Basement 地庫	Ground floor 地下			
Residential 住客	Parking space 車位	329	—	1 - 3, 5 - 70, 72 - 223, 225 - 230, 232 - 276, 278 - 329 & 331 - 335	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) parking space 傷健人仕車位	6	—	4, 71, 224, 231, 277 & 330	5.0 (L) x 3.5 (W)	17.5
	Motor cycle parking space 電單車車位	36	—	M1 - M36	2.4 (L) x 1.0 (W)	2.4
	Visitor parking space 訪客車位	37	7	V1 - V19 & V21 - V45	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) visitor parking space 訪客傷健人仕車位	1	—	V20	5.0 (L) x 3.5 (W)	17.5
	Loading and unloading space 上落貨車位	—	9	L5 - L12 & L15	11.0 (L) x 3.5 (W)	38.5
Commercial 商業	Parking space 車位	—	18	S2 - S19	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) parking space 傷健人仕車位	—	1	S1	5.0 (L) x 3.5 (W)	17.5
	Motor cycle parking space 電單車車位	—	2	CM1 & CM2	2.4 (L) x 1.0 (W)	2.4
	Loading and unloading space 上落貨車位	—	6	L1 - L4, L13 & L14	11.0 (L) x 3.5 (W)	38.5
Refuse collection vehicle parking space 垃圾車車位		—	2	—	12.0 (L) x 5.0 (W)	60

Summary of preliminary agreement for sale and purchase

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (“preliminary agreement”).
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the vendor, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement –
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the vendor does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約(“臨時合約”)時須支付款額為5%的臨時訂金。
 2. 買方在簽署臨時合約時支付之臨時訂金，會由代表賣方行事的律師事務所以保證金保存人的身分持有。
 3. 如買方沒有於訂立臨時合約的日期之後的5個工作日內簽立買賣合約 –
 - (a) 臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 賣方不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

Summary of deed of mutual covenant

公契的摘要

1. Number of undivided shares assigned to each Residential Parking Space.

Residential Parking Spaces	No. of undivided shares
Car Park Nos. 1 to 3, 5 to 70, 72 to 223, 225 to 230, 232 to 276, 278 to 329, 331 to 335	5/98273 each
Car Park Nos. 4, 71, 224, 231, 277 and 330	7/98273 each
Car Park Nos. M1 to M36	1/98273 each

2. Basis on which the management expenses are shared among the owners of the Residential Parking Space in the development.

Each Owner of a Residential Parking Space shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget which shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development and for the benefit of all the Owners, in the proportion which the number of the Management Shares (#) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit and/or Residential Parking Space (as the case may be) of which he is the owner contribute to the amount assessed under Part C of the annual Management Budget which shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Parking Spaces and Residential Units or solely for the benefit of all the Owners of the Residential Parking Spaces and Residential Units including without limitation the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Residential / Residential Car Park Common Areas and Residential / Residential Car Park Common Facilities, in the proportion which the number of Management Shares allocated to his Residential Unit and/or Residential Parking Space (as the case may be) bears to the total number of Management Shares allocated to all Residential Units and Residential Parking Spaces of and in the Development.

Note (#): The number of Undivided Shares allocated to each Residential Parking Space as shown in the table in Part 1 above is the same as the number of Management Units allocated to each Residential Parking Space in the Development. However, the total number of Undivided Shares in the whole Development is different from the total number of Management Shares in the whole Development. The total number of Management Shares allocated to all Units of and in the Development is 98,010 and the total number of Management Shares allocated to all Residential Units and Residential Parking Spaces of and in the Development is 93,848.

3. Basis on which the management fee deposit is fixed

The management fee deposit is equivalent to two months' monthly contribution of the management expenses and such sum is non-refundable but transferable.

Summary of deed of mutual covenant

公契的摘要

1. 分配予發展項目中的每個住宅停車位的不分割份數的數目。

住宅停車位	不分割份數數目
第1號至第3號、第5號至第70號、第72號至第223號、第225號至第230號、第232號至第276號、第278號至第329號、第331號至第335號的停車位	每個 5/98273
第4號、第71號、第224號、第231號、第277號及第330號的停車位	每個 7/98273
第M1號至第M36號的停車位	每個 1/98273

2. 發展項目住宅停車位業主之間分擔管理開支的基準：

每個住宅停車位業主須按下列原則分擔管理開支

- (a) 發展項目每個單位業主須按他的單位獲分配的管理份數（#）對發展項目所有單位獲分配的總管理份數之比例，分擔年度管理預算A部分評估的款項，該預算部分涵蓋管理人認為歸屬該土地及發展項目和供全體業主享用的預計管理開支；

- (b) 每位業主除了應付以上第（a）分條規定的款項外，還須就他作為住宅單位及/或住宅停車位（視情況而定）業主，按他的住宅單位及/或住宅停車位（視情況而定）獲分配的管理份數數目對發展項目所有住宅單位及住宅停車位獲分配的總管理份數之比例，分擔按年度管理預算C部分評估的款項，該預算部分載有管理人認為僅歸屬住宅停車位及住宅單位或僅供全體住宅停車位及住宅單位業主享用的預計管理開支，包括但不限於住宅/住宅停車場公用地方及住宅/住宅停車場公共設施的操作、保養、維修、清潔、照明及保安的開支。

註（#）：以上第1部分表格內顯示每個住宅停車位獲分配的不分割份數數目與發展項目每個住宅停車位獲分配的管理份數數目相同。但是，整個發展項目的總不分割份數與整個發展項目的總管理份數不同。發展項目所有單位獲分配的總管理份數為98,010，及發展項目所有住宅單位及住宅停車位的總管理份數為93,848。

3. 計算管理費按金的基準

管理費按金相等於每月管理開支的2個月款額。該筆款項不可退還，但可轉讓。

Summary of land grant

批地文件的摘要

1. The Development is situated on the Remaining Portion of Lot No.4043 in Demarcation District No.120.
2. Lot No.4043 in Demarcation District No.120 (“the lot”) is held under an Agreement and Conditions of Exchange dated 10th July 2008 and registered in the Land Registry as New Grant No.20601 (“the Land Grant”) for a term of fifty years commencing from 10th July 2008.
3. Special Condition No.(26)(a)(i) stipulates that:-
Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the table below;

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 10 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2.4 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.2 residential units or part thereof
Not less than 160 square metres	One space for every 0.667 residential units or part thereof

4. Special Condition No.(26)(a)(iii) stipulates that:-
If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.
5. Special Condition No.(26)(a)(iv) stipulates that:-
The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
6. Special Condition No.(26)(b)(i) stipulates that:-
Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate;
 - (I) one space for every 200 metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 200 square metres or part thereof of the remaining gross floor area to be used for such purpose; and
 - (II) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
7. Special Condition No.(26)(b)(iii) stipulates that:-
The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated 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.

8. Special Condition No.(26)(c) stipulates that:-
 - (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director (hereinafter referred to as “the Parking Spaces for Disabled Persons”):
 - (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(I) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (III) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(II) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (IV) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
 - (ii) The Parking Spaces for Disabled Persons to be provided under sub-clause (c)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
 - (iii) The Parking Spaces for Disabled Persons provided under sub-clause (c)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

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9. Special Condition No.(26)(d) stipulates that:-

- (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation at the following rates unless the Director consents to another rate;
 - (I) 10 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”);
 - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition;
 - (III) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition;provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (iii) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

10. Special Condition No.(26)(e) stipulates that:-

- (i) Each of the spaces provided under sub-clauses (a) and (b) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

- (ii) Each of the Parking Spaces for Disabled Persons provided under sub-clauses (c) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (iii) Each of the spaces provided under sub-clauses (d) of this Special Condition shall measure 1.0 metres in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

11. Special Condition No.(27)(a) stipulates that:-

- Spaces shall be provided within the lot to the satisfaction of the Director:
- (i) for the loading and unloading of goods vehicles at the following rates:
 - (I) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading spaces for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; (For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units);
 - (II) one space for every 2,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
 - (III) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes;
 - (ii) as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes.

12. Special Condition No.(27)(b) stipulates that:-

- (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.

Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

- (ii) Each of the spaces provided under sub-clause (a)(ii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the lot to be used for office purposes.

13. Special Condition No.(30) stipulates that:-

- (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

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14. Special Condition No.(33) stipulates that:-
The Grantee hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Grantee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Grantee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Grantee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.
15. Special Condition No.(35) 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, leveling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his 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 Grantee shall at all times during the term agreed to be granted by the Land Grant maintain at his 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 this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(34) of the Land Grant.
(c) In the event that as a result of or arising out of any formation, leveling, development or other works done by the Grantee 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 Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee 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 Grantee 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 Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
16. Special Condition No.(37) stipulates that:-
Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his 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 Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.
17. Special Condition No.(41) stipulates that:-
The Grantee acknowledges that the Government may at any time after the date of the Land Grant propose and implement a road scheme under the Roads (Works, Use and Compensation) Ordinance (Cap.370) or otherwise affecting the lot or any part thereof and agrees that he shall not object to the said road scheme.
18. Special Condition No.(43) 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 Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.
19. Special Condition No.(44) stipulates that:-
The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as "the Services"). The Grantee 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 his 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 Grantee shall comply with and at his 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

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Grantee shall at his 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 the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof and the Green Area or both the lot or any part thereon and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

20. Special Condition No.(46) stipulates that:-

- (a) The Grantee shall construct and maintain at his 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 Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of 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 Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his 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 Grantee at his own cost and upon demand be handed over by the Grantee to the Government and the Grantee 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 Grantee to maintain any section of the said connection works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

21. Special Condition No.(49) stipulates that:-

- (a) The Grantee shall pay to the Government on demand the total cost incurred or to be incurred by the Government in diverting the existing water main which is located on, under or over the lot and the land adjacent thereto as shown and marked by a blue line on PLAN I annexed to the Land Grant (hereinafter referred to as “the Existing Water Main”). The final costs of diverting the Existing Water Main shall be determined by the Government. Such determination shall be final and binding on the Grantee.
- (b) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of carrying out the works in relation to the Existing Water Main. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause (b) and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Remarks: The “Grantee” as mentioned in this section includes the Grantee under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns.

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1. 該物業發展項目位於丈量約份第120約第4043號地段的餘段上。
2. 根據2008年7月10日訂立並在土地註冊處以新批租契第 20601 號（「批地文件」）持有丈量約份第120約地段第4043號（「地段」），租期由2008年7月10日起計50年。
3. 特別條款第（26）（a）（i）條規定：
必須按以下表格列明按該地段已建或擬建的住宅單位的有關面積計算的比率（除非署長同意住宅停車位的比率或數目不同於下列表格所述）在該地段提供地方給該地段已建或擬建住宅單位的住戶及其真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領有牌照的車輛（以下統稱「住宅停車位」）之用途，使署長滿意；

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每10個住宅單位或其中部分提供一個車位
不少於40平方米但少於70平方米	每6個住宅單位或其中部分提供一個車位
不少於70平方米但少於100平方米	每2.4個住宅單位或其中部分提供一個車位
不少於100平方米但少於160平方米	每1.2個住宅單位或其中部分提供一個車位
不少於160平方米	每0.667個住宅單位或其中部分提供一個車位

4. 特別條款第（26）（a）（iii）條規定：
如果在該地段已建或擬建的任何住宅大廈提供超過75個住宅單位，應按每座住宅大廈5個車位或署長可批准的其他比率提供額外的車位（至少須提供一個車位），供在該地段上已建或擬建建築物的住宅單位住戶的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的車輛之用途。

5. 特別條款第（26）（a）（iv）條規定：
按本特別條款第（a）（i）及（a）（iii）分條提供的車位不得用作其規定以外的任何用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。

6. 特別條款第（26）（b）（i）條規定：
除非署長同意其他比率，必須按下列比率在該地段內提供車位停泊車輛，使署長滿意；
 - （I）在該地段已建或擬建作寫字樓用途的建築物的總樓面面積的首15,000平方米中每200平方米或其中部分提供一個車位，及作上述用途的餘下總樓面面積的每200平方米或其中部分提供一個車位；及
 - （II）在該地段已建或擬建作非工業（不包括住宅、寫字樓、酒店、倉庫及加油站）用途的建築物的總樓面面積每200平方米或其中部分提供一個車位。

7. 特別條款第（26）（b）（iii）條規定：
按本特別條款第（b）（i）（I）及（b）（i）（II）分條提供的車位只可用作供在該地段上已建或擬建作該分條款指明的用途的建築物的佔用人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的車輛之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。

8. 特別條款第（26）（c）條規定：
 - （i）承授人須在按本特別條款第（a）及（b）分條提供的車位中，按下列比率或署長批准的其他比率，保留與指定車位供道路交通條例、其下的任何規例及任何修訂法例界定的傷健人仕停泊車輛（以下簡稱「傷健人仕車位」）：
 - （I）按本特別條款第（a）（i）分條提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
 - （II）按本特別條款第（b）（i）（I）分條提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
 - （III）按本特別條款第（b）（i）（II）分條提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
 - （IV）按本特別條例第（a）（iii）分條提供的車位中提供一個車位。

- （ii）按本特別條款第（c）（i）分條提供的傷健人仕車位須設在署長書面批准的位置及水平。
- （iii）按本特別條款第（c）（i）分條提供的傷健人仕車位只能用作供道路交通條例、其下的任何規例及任何修訂法例界定的傷健人仕停泊屬於該地段上已建或擬建建築物的住戶或佔用人及他們的真正賓客、訪客或獲邀請人的車輛，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。

9. 特別條款第（26）（d）條規定：
 - （i）除非署長同意其他比率，必須按下列比率在該地段內提供車位，供停泊按道路交通條例、其下的任何規例及任何修訂法例領有牌照的電單車，使署長滿意；
 - （I）按本特別條款第（a）（i）分條需要提供住宅停車位總數的10%（以下簡稱「住宅電單車車位」）；
 - （II）按本特別條款第（b）（i）（I）分條需要提供車位總數的10%；
 - （III）按本特別條款第（b）（i）（II）分條需要提供車位總數的10%；
 但是如果需要提供的車位數目是小數，須四捨五入化為整數。
 - （ii）住宅電單車車位只能供在該地段上已建或擬建建築物的住戶和他們的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的電單車之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
 - （iii）按本特別條款第（d）（i）（II）及（d）（i）（III）分條提供的車位只能供在該地段上已建或擬建建築物的住戶或佔用人及他們的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的電單車之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。

10. 特別條款第（26）（e）條規定：
 - （i）按本特別條款第（a）及（b）分條提供的每個車位須為：2.5米闊 x 5.0米長 x 至少2.4米高。
 - （ii）按本特別條款第（c）分條提供的每個傷健人仕車位須為：3.5米闊 x 5.0米長 x 至少2.4米高。
 - （iii）按本特別條款第（d）分條提供的車位須為：1.0米闊 x 2.4米長 x 至少2.4米高或署長批准的其他最少高度。

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11. 特別條款第 (27) (a) 條規定：
必須在該地段內提供下列區域，使署長滿意：
- (i) 按下列比率提供貨車裝卸區：
 - (I) 該地段已建或擬建的建築物每800個住宅單位或其中部分提供一個裝卸區或按署長可批准的其他比率，惟在該地段已建或擬建每座住宅單位大廈至少提供一個裝卸區，該裝卸區須設置在毗連或在每座住宅單位大廈之內（在本條款中，擬供個別家庭住宅使用的獨立、半獨立房屋及排屋不得視為住宅單位大廈）；
 - (II) 在該地段已建或擬建作寫字樓用途的建築物總樓面面積每2,000平方米或其中部分提供一個裝卸區；及
 - (III) 在該地段已建或擬建作非工業（不包括住宅、寫字樓、酒店、倉庫及加油站）用途的建築物總樓面面積每800平方米或其中部分提供一個裝卸區；
 - (ii) 按該地段已建或擬建作寫字樓用途的建築物總樓面面積每20,000平方米或其中部分一個區域之比率，提供路邊停車位，作為車輛（包括的士）上落客之用途。
12. 特別條款第 (27) (b) 條規定：
- (i) 按本特別條款第 (a) (i) 條提供的每個區域須為：3.5米闊 x 11.0米長 x 至少4.7米高。該等區域只能用作與建築物有關的貨車裝卸之用途。
 - (ii) 本特別條款第 (a) (ii) 條提供的每個區域須為：2.5米闊 x 5.0米長 x 至少2.4米高。該等區域只能用作與有關在該地段已建或擬建作寫字樓用途的建築物的車輛（包括的士）上落客之用途。
13. 特別條款第 (30) 條規定：
- (a) 住宅停車位及住宅電單車車位不得
 - (i) 轉讓，除非
 - (I) 連同該地段的不分割份數及獨家使用及管有該地段已建或擬建的建築物的住宅單位的權利；或
 - (II) 給已經擁有該地段的不分割份數及獨家使用及管有該地段已建或擬建的建築物的住宅單位的權利之人士；或
 - (ii) 分租，除非給該地段已建或擬建的建築物的住宅單位的住戶。
- 但是在任何情況下，不得轉讓或分租超過3個住宅停車位和住宅電單車車位給予該地段已建或擬建的建築物的任何一個住宅單位的擁有人或住戶。
- (b) 即使本特別條款第 (a) 分條有規定，經署長的預先書面批准，承授人可整體轉讓所有住宅停車位及住宅電單車車位給承授人全資擁有的一間附屬公司。
 - (c) 本特別條款第 (a) 分條不適用於該地段整體的轉讓、分租、按揭及抵押。
14. 特別條款第 (33) 條規定：
承授人確認該地段的地層含溶洞大理石，並接受在開發或重建該地段時必需進行廣泛的岩土勘察。承授人還接受該勘察可能顯示需要一個有經驗的岩土工程師在負責設計與監管在該地段進行所要求的工程方面有高層次的參與。承授人確認進行任何岩土勘察、設計工程、建築、監管或任何其他事宜所產生的一切費用、收費或各種開支必須由承授人完全負責。承授人還確認政府毋須對該等費用、收費或其他開支承擔任何責任。
15. 特別條款第 (35) 條規定：
- (a) 如果任何土地需要或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡護土工程，不論有否經署長預先書面同意，亦不論是在該土地內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承授人按該等條件需要進行的任何其他工程或作任何其他用途，承授人須自行出資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、排水或輔助工程或今後成為必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承授人須在批地文件授予的租期期間自行出資保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。
 - (b) 本特別條款第 (a) 分條的規定沒有影響該等條款，特別是批地文件特別條款第 (34) 條賦予政府的權利。
 - (c) 倘若因為任何構建、平整、開發或承授人進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，承授人須自行出資進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、他的代理人及承建商承受、遭受或產生一切費用、收費、損害賠償、要求及索償彌償他們。
- (d) 除了批地文件規定對違反該等條件的任何其他權利或濟助外，署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承授人須在要求時歸還政府因此產生的費用連同任何行政費用或專業費用及開支。
16. 特別條款第 (37) 條規定：
如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，承授人須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不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承授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，而承授人須在要求時歸還政府因此產生的費用。
17. 特別條款第 (41) 條規定：
承授人承認政府可在本批地文件之日後的任何時間內建議與實施影響該地段或其中任何部分按道路（工程使用及補償）條例（第370章）規定的道路規劃並同意他不得反對上述道路計劃。
18. 特別條款第 (43) 條規定：
- (a) 倘若從該土地或該土地的任何發展影響的區域腐蝕、沖刷或傾倒泥土、廢石方、瓦礫、建築廢料或建築材料（以下簡稱「廢物」）到公共小巷或道路或路渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業（以下簡稱「政府物業」），承授人須自費清理政府物業的廢物並彌補對政府物業造成的任何損壞。承授人須對上述腐蝕、沖刷或傾倒對私人物業造成的任何損壞或滋擾所產生的一切訴訟、索償及要求賠償政府。

Summary of land grant

批地文件的摘要

(b) 即使本特別條款第 (a) 分條有規定，署長可以（但沒有責任）在承授人要求時清理政府物業的廢物並彌補對政府物業造成的任何損壞，承授人須在要求時向政府支付因此產生的費用。

19. 特別條款第 (44) 條規定：

承授人須在任何時候，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關注、技巧及預防措施，避免對該地段或其中部分或綠色區域或兩者任何部分之上、上面、之下或毗鄰的任何政府或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱「服務」）造成任何損壞、阻礙或干擾。承授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勘測及必要的了解，確定任何服務的現況及程度，並須提交處理任何可受工程影響的服務一切方面的書面建議給署長，供他審批，及必須在取得署長對工程及上述建議作出的書面批准後才能進行該等工程。承授人須履行署長於批准建議時對服務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。承授人必須自費在一切方面維修、彌補及修復上述工程對該地段或其中部分或綠色區域或兩者或任何服務造成的任何損壞、阻礙或干擾（除非署長另作選擇，署長對明渠、污水渠、雨水渠或總水喉進行修復，承授人須在要求時向政府支付該等工程費用），使署長滿意。如果承授人未能對該地段或其中部分或綠色區域或兩者或任何服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。

20. 特別條款第 (46) 條規定：

(a) 承授人須自行出資興建及保養該地段邊界內或政府土地內署長認為必要的排水渠及渠道，並使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，及承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

(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授人負責，及承授人須在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授人自行出資進行，使署長滿意，及在該種情況下，上述連接工程的任何一段若在政府土地內修建，須由承授人自行出資保養，直至要求時由承授人交還給政府及承授人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承授人未能保養上述連接工程任何部分，署長可進行其認為所需的該等工程，承授人須在要求時向政府支付該等工程的費用。

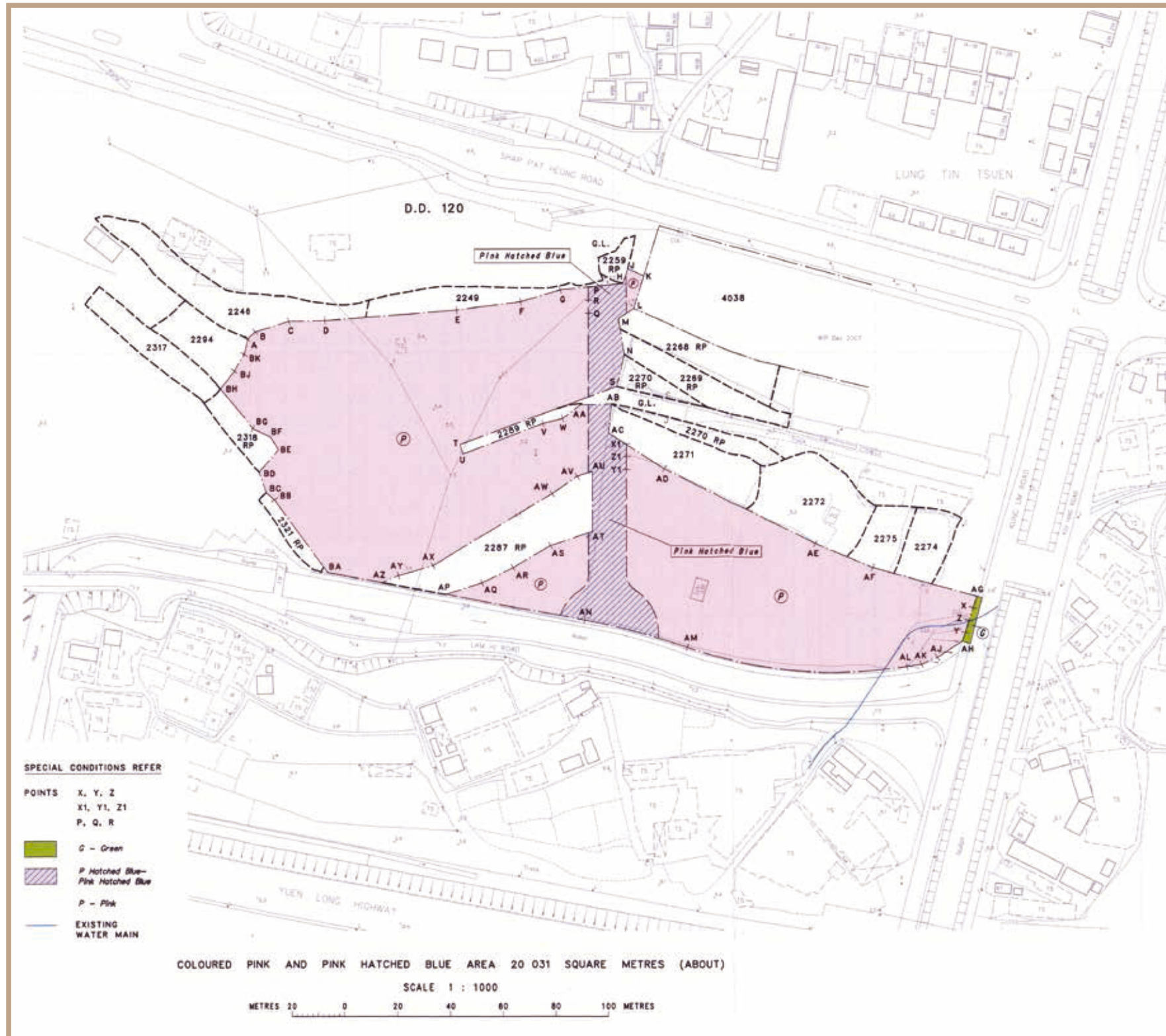
21. 特別條款第 (49) 條規定：

(a) 承授人須在要求時向政府支付政府對該地段及本批地文件附錄圖則I上用藍線顯示與標註毗連土地之上、之下或上面現有總水喉（以下簡稱「現有總水喉」）進行改道所產生或將產生的總開支。現有總水喉改道的總開支由政府決定，該決定是最終決定及約束承授人。

(b) 政府、其官員、代理人、承辦商、工人及正式授權的其他人士有權在任何合理時間內自由進入該地段或其任何部分及於其已建或擬建的任何建築物，旨在進行有關現有總水喉的工程。政府、其官員、代理人、承辦商、工人及正式授權的人士對承授人行使本第 (b) 分條賦予的權利所產生或連帶使承授人蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不得就上述任何損失、損害、滋擾或干擾對其及他們提出索償。

註：本章節提及的「承授人」包括批地文件中的承授人，及在上下文義允許或要求下，包括他的遺囑執行人、遺產管理人及承讓人如其為法團，包括其繼承人及承讓人。

Summary of land grant 批地文件的摘要



This plan is a reproduction of Plan I annexed to the Land Grant and is the plan referred to in paragraph 21 of this section of this Sales Brochure for Parking Space.

此圖乃複製自附於批地文件的圖則I，亦是本車位銷售說明書有關本部分21段所述的圖則。

Warning to purchasers 對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the vendor) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the vendor to act for the purchaser as well, and a conflict of interest arises between the vendor and the purchaser –
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 - (d) In the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所（代表賣方行事者除外），以在交易中代表買方行事。
 - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 - (c) 如買方聘用代表賣方行事的律師事務所同時代表買方行事，而賣方與買方之間出現利益衝突 –
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (d) 如屬（c）(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

Government rent 地稅

The vendor will pay/has paid all outstanding Government rent in respect of the parking spaces from the date of the Land Grant up to and including the date of the respective Assignment of the parking spaces to the purchasers.

賣方將會/已繳付有關該車位之地稅由批地文件之日期起計直至有關個別買方簽署車位轉讓契之日期。

Miscellaneous payments by purchaser 買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the vendor for the deposits for the supply of water, electricity and gas to the common parts of the Development.

在向買方交付車位在空置情況下的管有權時，買方須負責向賣方補還供給發展項目的公用部分之水、電力及氣體的按金。

Defect liability warranty period 欠妥之處的保養責任期

The vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase of the parking space, remedy any defects to that parking space caused otherwise than by the act or neglect of the purchaser.

凡車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內盡快自費作補救。

Maintenance of slopes 斜坡維修

Not Applicable

不適用

Additional information 附加資料

- (1) The purchaser is required to agree with the vendor in the agreement for sale and purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the assignment of the parking space, sub-sell the parking space or transfer the benefit of the agreement for sale and purchase of the parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the assignment.
 - (2) If the vendor, at the request of the purchaser of a parking space, agrees (at its own discretion) to cancel an agreement for sale and purchase or the obligations of the purchaser under the agreement for sale and purchase, the vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the agreement for sale and purchase.
 - (3) A purchaser who has signed an agreement for sale and purchase has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須與賣方於買賣合約協議，除可用作按揭或押記外，買方不會於成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓車位、或轉售該車位、或轉移該車位的買賣合約的權益。
 2. 如車位的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消買賣合約或買方於買賣合約所承擔之責任，賣方有權保留相等於售價之百分之五的款額。同時買方亦須額外付予賣方或付還賣方（視情況而定）全部就取消該買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。
 3. 已簽署買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

Date of Printing of this Sales Brochure for Parking Space
12/8/2013

本車位銷售說明書的印製日期
12/8/2013

Examination Record

Examination/ Revision Date	Revision Made	
	Page Number	Revision Made
7-Nov-2013	6,7	Layout is updated according to the latest approved building plans
	16	Typing error is corrected
	21	1. Chinese wording is amended 2. Description of "Defect liability warranty period" is amended
17-July-2014	3	The status of the bank undertaking to provide finance for the construction of the development is updated
	6,7	Layout is updated according to the latest approved building plans
27-Aug-2014	2	The status of the development is updated
4-Feb-2015	2	The status of the development is updated
24-Apr-2015	3	The status of any other person who has made a loan for the construction of the development is updated

檢視紀錄

檢視/修改 日期	所作修改	
	頁次	所作修改
2013年11月7日	6,7	根據最新經批准之建築圖則更新布局
	16	更正打印錯字
	21	1. 修訂中文用詞 2. 修訂“欠妥之處的保養責任期”的描述
2014年7月17日	3	更新為發展項目的建造提供融資的銀行承諾的狀況
	6,7	根據最新經批准之建築圖則更新布局
2014年8月27日	2	更新發展項目的狀況
2015年2月4日	2	更新發展項目的狀況
2015年4月24日	3	更新為發展項目的建造提供貸款的任何其他人的狀況