



THE PAVILIA BAY
柏傲灣

SALES BROCHURE FOR PARKING SPACE
車位銷售說明書



THE PAVILIA BAY
柏傲灣

Information on the phase of the development

發展項目期數的資料

Name of the Phase of the Development

Phase 2 (“the Phase of the Development”) of TW6 Development (“ the Development”)
(residential portion of the Phase of the Development is called “THE PAVILIA BAY”)

發展項目期數名稱

荃灣6發展項目(「發展項目」)的第二期(「發展項目期數」)
(發展項目期數中住宅部分稱為「柏傲灣」)

Postal address of the Phase of the Development as confirmed with the Commissioner of Rating and Valuation

No. 51 Wing Shun Street

經差餉物業估價署署長確定發展項目期數的郵寄地址
永順街51號

Information on vendor and others involved in the phase of the development

賣方及有參與發展項目期數的其他人的資料

Vendor

Tsuen Wan West TW6 Property Development Limited

Holding company of the vendor

West Rail Property Development Limited

The person engaged by the vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development (“JV Partner”)

Ultimate Vantage Limited

Holding companies of the JV Partner

New World Development Company Limited

Ultimate Sail Limited

The authorized person for the Phase of the Development

Mr. Ronald Liang

The firm or corporation of which an authorized person for the Phase of the Development is a proprietor, director or employee in his or her professional capacity

LWK & Partners (HK) Limited

Building contractor for the Phase of the Development

Hip Hing Construction Company Limited

The firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Phase of the Development

Deacons

Slaughter and May

Kao, Lee & Yip

Baker & McKenzie

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 Phase of the Development

Bank of China (Hong Kong) Limite (The loan has been settled)

BNP Paribas Hong Kong Branch (The loan has been settled)

Hang Seng Bank Limited (The loan has been settled)

The Hongkong and Shanghai Banking Corporation Limited (The loan has been settled)

DBS Bank Ltd., Hong Kong Branch (The loan has been settled)

Bank of Communications Co., Ltd. Hong Kong Branch (The loan has been settled)

Shanghai Pudong Development Bank Co., Ltd., Hong Kong Branch (The loan has been settled)

Any other person who has made a loan for the construction of the Phase of the Development

New World Finance Company Limited (The loan has been settled)

Wkdeveloper Limited (The loan has been settled)

賣方

荃灣西 (六區) 物業發展有限公司

賣方的控權公司

西鐵物業發展有限公司

賣方聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士 (“合作伙伴”)

Ultimate Vantage Limited

合作伙伴的控權公司

新世界發展有限公司

Ultimate Sail Limited

發展項目期數的認可人士

梁鵬程先生

發展項目期數的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團

梁黃顧建築師(香港)事務所有限公司

發展項目期數的承建商

協興建築有限公司

就發展項目期數中的停車位的出售而代表賣方行事的律師事務所

的近律師行

司力達律師樓

高李葉律師行

貝克·麥堅時律師事務所

已為發展項目期數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

中國銀行(香港)有限公司(此貸款已結清)

法國巴黎銀行香港分行(此貸款已結清)

恒生銀行有限公司(此貸款已結清)

香港上海滙豐銀行有限公司(此貸款已結清)

星展銀行有限公司, 香港分行(此貸款已結清)

交通銀行股份有限公司香港分行(此貸款已結清)

上海浦東發展銀行股份有限公司, 香港分行(此貸款已結清)

已為發展項目期數的建造提供貸款的任何其他人

新世界金融有限公司(此貸款已結清)

Wkdeveloper Limited(此貸款已結清)

Relationship between parties involved in the phase of the development

有參與發展項目期數的各方的關係

(a)	The vendor or the JV Partner or a building contractor for the Phase of the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an authorized person for the Phase of the Development 賣方或合作伙伴或發展項目期數的承建商屬個人，並屬發展項目期數的認可人士的家人	Not Applicable 不適用
(b)	The vendor or the JV Partner or a building contractor for the Phase of 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 賣方或合作伙伴或發展項目期數的承建商屬合夥，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	Not Applicable 不適用
(c)	The vendor or the JV Partner or a building contractor for the Phase of the Development is a corporation, and a director or the secretary (company 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 賣方或合作伙伴或發展項目期數的承建商屬法團，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 (公司秘書) 屬上述認可人士的家人	No 否
(d)	The vendor or the JV Partner or a building contractor for the Phase of 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 賣方或合作伙伴或發展項目期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人	Not Applicable 不適用
(e)	The vendor or the JV Partner or a building contractor for the Phase of 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 賣方或合作伙伴或發展項目期數的承建商屬合夥，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	Not Applicable 不適用
(f)	The vendor or the JV Partner or a building contractor for the Phase of the Development is a corporation, and a director or the secretary (company 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 賣方或合作伙伴或發展項目期數的承建商屬法團，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 (公司秘書) 屬上述認可人士的有聯繫人士的家人	No 否
(g)	The vendor or the JV Partner or a building contractor for the Phase of 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 Phase of the Development 賣方或合作伙伴或發展項目期數的承建商屬個人，並屬就發展項目期數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	Not Applicable 不適用
(h)	The vendor or the JV Partner or a building contractor for the Phase of 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 Phase of the Development 賣方或合作伙伴或發展項目期數的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就發展項目期數內的車位的出售代表賣方行事的律師事務所的經營人的家人	Not Applicable 不適用
(i)	The vendor or the JV Partner or a building contractor for the Phase of the Development is a corporation, and a director or the secretary (company 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 賣方或合作伙伴或發展項目期數的承建商屬法團，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 (公司秘書) 屬上述律師事務所的經營人的家人	No 否

Relationship between parties involved in the phase of the development

有參與發展項目期數的各方的關係

(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 Phase of the Development, is a private company, and an authorized person for the Phase of 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 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或發展項目期數的承建商屬私人公司，而發展項目期數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、控權公司或承建商最少10%的已發行股份	No 否
(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 Phase of 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 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或發展項目期數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	No 否
(l)	The vendor, the JV Partner or a building contractor for the Phase of the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或發展項目期數的承建商屬法團，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 (公司秘書)	No 否
(m)	The vendor, the JV Partner or a building contractor for the Phase of the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, JV Partner or contractor 賣方、合作伙伴或發展項目期數的承建商屬合夥，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	Not Applicable 不適用
(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 Phase of 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 Phase of the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或發展項目期數的承建商屬私人公司，而就該發展項目期數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	No 否
(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 Phase of 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 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或發展項目期數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	No 否
(p)	The vendor, the JV Partner or a building contractor for the Phase of the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或發展項目期數的承建商屬法團，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 (公司秘書)	No 否
(q)	The vendor, the JV Partner or a building contractor for the Phase of the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor, JV Partner or contractor 賣方、合作伙伴或發展項目期數的承建商屬合夥，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	Not Applicable 不適用
(r)	The vendor, the JV Partner or a building contractor for the Phase of the Development is a corporation, and the corporation of which an authorized person for the Phase of 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 賣方、合作伙伴或發展項目期數的承建商屬法團，而發展項目期數的認可人士以其專業身份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	No 否
(s)	The vendor, the JV Partner or a building contractor for the Phase of 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 賣方、合作伙伴或發展項目期數的承建商屬法團，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	Yes* 是*

Remark :

* The building contractor for the Phase of the Development, Hip Hing Construction Company Limited, is an associate corporation of Ultimate Vantage Limited (JV Partner) and also an associate corporation of the holding company of Ultimate Vantage Limited (JV Partner) .

備註：

* 發展項目期數承建商協興建築有限公司屬於Ultimate Vantage Limited (合作伙伴) 的有聯繫法團及Ultimate Vantage Limited (合作伙伴) 之控權公司的有聯繫法團。

Floor plans of parking spaces in the phase of the development

發展項目期數中的停車位的樓面平面圖

Ground Floor

地下

- Loading/Unloading Bay (Government Accommodation)
上落貨停車位 (政府樓宇)
- Visitors' Car Parking Space (Government Accommodation)
訪客停車位 (政府樓宇)
- ♿ Accessible (Disabled) Visitors' Car Parking Space (Government Accommodation)
暢通易達 (傷健人士) 訪客停車位 (政府樓宇)
- Refuse Collection Vehicle Parking Space (Residential Portion)
垃圾車停車位 (住宅部分)
- Loading/Unloading Bay (Residential Portion)
上落貨停車位 (住宅部分)



Entrance to B1/F and B2/F Carpark
往地庫1樓及地庫2樓停車場入口

Entrance
(Residential Portion)
入口 (住宅部分)

Entrance
(Government Accommodation
(Public Sports Centre))
入口
(政府樓宇(公眾運動中心))

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



Floor plans of parking spaces in the phase of the development

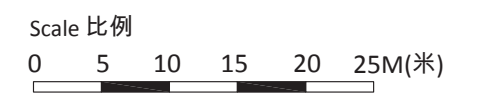
發展項目期數中的停車位的樓面平面圖

Basement 1/F
地庫1樓

- Car Parking Space (Residential Portion)
停車位(住宅部分)
- Motor Cycle Parking Space
(Residential Portion)
電單車停車位(住宅部分)
- Bicycle Parking Space
(Residential Portion)
單車停車位
(住宅部分)
- Visitors' Car Parking Space
(Residential Portion)
訪客停車位
(住宅部分)
- ♿ Accessible (Disabled)
Visitors' Car Parking Space
(Residential Portion)
暢通易達(傷健人士)
訪客停車位
(住宅部分)



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



Floor plans of parking spaces in the phase of the development

發展項目期數中的停車位的樓面平面圖

Basement 2/F
地庫2樓

-  Car Parking Space (Residential Portion)
停車位(住宅部分)
-  Motor Cycle Parking Space
(Residential Portion)
電單車停車位
(住宅部分)





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

Scale 比例
0 5 10 15 20 25M(米)

Floor plans of parking spaces in the phase of the development

發展項目期數中的停車位的樓面平面圖

Number, Dimensions and Area of Parking Spaces 停車位的數目、尺寸及面積

	Categories of Parking Space 停車位類別	Number 數目			Parking Space Number 停車位編號			Dimensions (Length x Width) (m) 尺寸 (長 x 闊) (米)	Area of each Parking Space (sq.m.) 每個停車位面積 (平方米)
		G/F 地下	B1/F 地庫1樓	B2/F 地庫2樓	G/F 地下	B1/F 地庫1樓	B2/F 地庫2樓		
Residential Portion 住宅部分	Car Parking Space 停車位	-	69	45	-	1-69	1-45	5 x 2.5	12.5
	Motor Cycle Parking Space 電單車停車位	-	7	5	-	M1-M7	M1-M5	2.4 x 1	2.4
	Visitors' Car Parking Space 訪客停車位	-	3	-	-	V1-V3	-	5 x 2.5	12.5
	 Accessible (Disabled) Visitors' Car Parking Space 暢通易達 (傷健人士) 訪客停車位	-	2	-	-	V4-V5	-	5 x 3.5	17.5
	Bicycle Parking Space 單車停車位	-	45	-	-	B1-B45	-	1.8 x 0.6	1.08
	Loading/Unloading Bay 上落貨停車位	2	-	-	L1-L2	-	-	11 x 3.5	38.5
	Refuse Collection Vehicle Parking Space 垃圾車停車位	1	-	-	-	-	-	12 x 5.0	60.0
Government Accommodation 政府樓宇	Visitors' Car Parking Space 訪客停車位	19	-	-	1-3, 5-20	-	-	5 x 2.5	12.5
	 Accessible (Disabled) Visitors' Car Parking Space 暢通易達 (傷健人士) 訪客停車位	1	-	-	4	-	-	5 x 3.5	17.5
	Loading/Unloading Bay 上落貨停車位	4	-	-	L1-L4	-	-	11 x 3.5	38.5

Summary of preliminary agreement for sale and purchase

臨時買賣合約的摘要

- | | |
|---|---|
| <p>1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.</p> <p>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.</p> <p>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 that preliminary agreement -</p> <p>(a) that preliminary agreement is terminated;</p> <p>(b) the preliminary deposit is forfeited; and</p> <p>(c) the vendor does not have any further claim against the purchaser for the failure.</p> | <p>1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。</p> <p>2. 買方在簽署該臨時買賣合約時支付的臨時訂金，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。</p> <p>3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 -</p> <p>(a) 該臨時合約即告終止；</p> <p>(b) 有關的臨時訂金即予沒收；及</p> <p>(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。</p> |
|---|---|

Summary of deed of mutual covenant

公契的摘要

A summary of provisions of the draft deed of mutual covenant (“DMC”) or the deed of mutual covenant, as applicable, that deals with the following matters:

Unless otherwise defined in this Sales Brochure, capitalized terms used below shall (save as expressly defined herein) have the same meaning as such capitalized terms used in the DMC. Please refer to the DMC for reference.

A. The number of undivided shares assigned to each Car Parking Space in the Phase

Parking Space No./Floor	No. of undivided shares allocated to each parking space
Car Parking Spaces on Basement 1 Floor:- Nos.1-69	13/77,273
Car Parking Spaces on Basement 2 Floor:- Nos.1-45	13/77,273
Motor Cycle Parking Spaces on Basement 1 Floor:- Nos.M1-M7	2/77,273
Motor Cycle Parking Spaces on Basement 2 Floor:- Nos.M1-M5	2/77,273

B. The basis on which the management expenses are shared among the Owners of the Car Parking Spaces in the Phase

1. Each Owner (save and except the Owner of the Government Accommodation and the Owner of the Railway Portion) shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management Charges payable by that Owner for that year on the first day of each calendar month.
2. Subject to sub-clause (b)(III) of Clause 5 of Section J of the DMC, the Owners (save and except the Owner of the Government Accommodation and the Owner of Railway Portion) shall contribute towards the Management Charges in the following manner :-
 - (i) all Owners of Units in the Estate shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate (save and except the Government Accommodation);
 - (ii) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Development;
 - (iii) the Owners of the Car Parking Spaces shall contribute to the expenses of the Car Park Management Budget in the proportion that the Management Units attributable to such Car Parking Spaces owned by them bears to the total Management Units allocated to all Car Parking Spaces;
 - (iv) the Owners of the Car Parking Spaces shall contribute to the expenses of the Residential/Car Park Management Budget in the proportion that the Management Units attributable to such Car Parking Spaces owned by them bears to the total Management Units allocated to the Residential Development and all Car Parking Spaces; and
 - (v) the Owners of the Residential Units shall contribute to the expenses of the Residential/Car Park Management Budget in the proportion that the Management Units attributable to such Residential Units owned by them bears to the total Management Units allocated to the Residential Development and all Car Parking Spaces

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Estate other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget.

3. Since the Car Park Common Areas and the Car Park Common Services and Facilities also serve and benefit the visitors' parking spaces which are Residential Common Areas, 4.75% of the expenditure for management and maintenance of the Car Park Common Areas and the Car Park Common Services and Facilities, including the contribution to the car park account of the Special Fund, will be incurred solely for the benefits of all Owners of Residential Units. As such, the Manager will charge all Owners of Residential Units of the said 4.75% of the expenditure, so that:-

- (i) the Owners of the Residential Units shall contribute to 4.75% of the costs and expenses of the Car Park Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bear in particular to the total Management Units attributable to all Residential Units;
- (ii) the Owners of the Car Parking Spaces shall contribute to the remaining part of the costs and expenses of the Car Park Management Budget in the proportion that the Management Units attributable to the Car Parking Spaces owned by them bear in particular to the total Management Units attributable to all Car Parking Spaces.

4. The Owner of the Railway Portion shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Items and the Slope and Retaining Structures (if any), and the fees and costs incurred by the Manager pursuant to Clauses 1(n) 1(v)(ii), 1(v)(iii) and 1(y) of Section J of the DMC relating solely to the Items but not otherwise (the “Fees and Costs”) and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items and the Slope and Retaining Structures (if any), in the following manner:-

- (i) the Owner of the Railway Portion and the Owners of the Estate (save and except the Owner of the Government Accommodation) shall contribute to the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Items and the Slope and Retaining Structures (if any); and the Fees and Costs and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items and the Slope and Retaining Structures (if any); in the proportion that the respective gross floor area of the Railway Portion and the gross floor area of the Estate (excluding the gross floor area of the Government Accommodation) bears to the total gross floor area of the Development (excluding the gross floor area of the Government Accommodation). As such, 3.925% of such costs, expenses and expenditure of the Items and the Slope and Retaining Structures (if any), and the Fees and Costs shall therefore be borne by the Owner of the Railway Portion and the remaining 96.075% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).
- (ii) Subject to sub-clause (b)(III)(i) of Clause 5 of Section J of the DMC, for the purpose of fixing the contribution by the Owner of the Railway Portion and the Owners of the Estate (save and except the Owner of the Government Accommodation) respectively towards the costs and expenses for the maintenance and management of the Items and the Slope and Retaining Structures (if any), and the Fees and Costs and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items and the Slope and Retaining Structures (if any), the Manager shall prepare a sub-budget under the Estate Management Budget showing the estimated annual costs and expenses for the management and maintenance of the Items and the Slope and Retaining Structures (if any), and the Fees and Costs and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Items and the Slope and Retaining Structures (if any), for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Railway Portion for its information.

C. The basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to three months' Management Charges.

Summary of deed of mutual covenant

公契的摘要

處理下列事項的公契擬稿(「公契」)或公契(如適用)中的條文摘要：

除非本銷售說明書另設定義，以下使用的大寫詞語(除了本銷售說明書的明文定義外)與在公契使用的該等大寫詞語具有相同意義。請參考公契。

A. 分配予期數中每個停車位的不分割份數數目

停車位號/樓層	每個停車位獲分配的不分割份數數目
地庫一樓的停車位： 1-69號	13/77,273
地庫二樓的停車位： 1-45號	13/77,273
地庫一樓的電單車停車位： M1-M7號	2/77,273
地庫二樓的電單車停車位： M1-M5號	2/77,273

B. 期數中的停車位擁有人之間分攤管理開支的基準

- 每個擁有人(政府樓宇擁有人和鐵路部分擁有人除外)須於每個曆月的第一天提前支付一筆相等於該擁有人應付該年度管理費的1/12之款項作為每月管理費的分擔付款。
 - 除了公契J章第5條第(b)(III)分條的規定外，擁有人(政府樓宇擁有人和鐵路部分擁有人除外)須按下列方式分攤管理費：
 - 屋苑內的所有單位擁有人須按他們擁有的單位獲分配的管理單位對屋苑(政府樓宇除外)的總管理單位之比例分攤屋苑管理預算的開支；
 - 住宅單位擁有人須按他們擁有的住宅單位獲分配的管理單位對住宅發展項目的總管理單位之比例分攤住宅發展項目管理預算的開支；
 - 停車位擁有人須按他們擁有的停車位獲分配的管理單位對所有停車位的總管理單位之比例分攤停車場管理預算的開支；
 - 停車位擁有人須按他們擁有的停車位獲分配的管理單位對住宅發展項目和所有停車位的總管理單位之比例分攤住宅/停車場管理預算的開支；及
 - 住宅單位擁有人須按他們擁有的住宅單位獲分配的管理單位對住宅發展項目和所有停車位的總管理單位之比例分攤住宅/停車場管理預算的開支。
- 但是如果管理人為屋苑任何部分編制分預算或再分預算(上述預算除外)，僅屬於整個該部分的開支須進行分攤。任何分預算或再分預算的開支須由該分預算或再分預算涵蓋的單位擁有人按他們擁有的單位獲分配的管理單位對該分預算或再分預算涵蓋的屋苑有關部分的總管理單位之比例支付。
- 既然停車場公用地方和停車場公共服務及設施還服務並有利於屬於住宅公用地方的訪客停車位，管理與保養停車場公用地方和停車場公共服務及設施的開支的4.75%，包括特別基金的停車場賬戶的分攤款項，僅供所有住宅單位擁有人受益，管理人將對所有住宅單位擁有人收取上述4.75%的開支，因此，
 - 住宅單位擁有人須按他們擁有的住宅單位獲分配的管理單位對所有住宅單位的總管理單位之比例分攤停車場管理預算的費用及開支的4.75%；
 - 停車位擁有人須按他們擁有的停車位獲分配的管理單位對所有停車位的總管理單位之比例分攤停車場管理預算的費用及開支的餘下部分。

- 鐵路部分擁有人須按下列方式分攤與分擔屋苑管理預算中歸屬保養與管理該項目和斜坡及護土構築物(如有)的費用及開支、管理人按公契J章第1(n)、1(v)(ii)、1(v)(iii)及1(y)條僅涉及該項目(而並非其他)的費用及開支(「該等費用及開支」)及有關該項目和斜坡及護土構築物(如有)的資本性質的主要工程或並非預期每年支出的一類開支：
 - 鐵路部分擁有人和屋苑擁有人(政府樓宇擁有人除外)須按鐵路部分的總樓面面積和屋苑的總樓面面積(不包括政府樓宇的總樓面面積)對發展項目的總樓面面積(不包括政府樓宇的總樓面面積)之比例分擔屋苑管理預算中歸屬保養與管理該項目和斜坡及護土構築物(如有)的費用及開支、該等費用及開支及有關該項目和斜坡及護土構築物(如有)資本性質的主要工程或並非預期每年支出的一類開支。據此，該項目和斜坡及護土構築物(如有)的費用、開支及支出和該等費用及開支的3.925%須由鐵路部分擁有人承擔和上述費用、開支及支出的餘下96.075%須由屋苑擁有人承擔(政府樓宇擁有人除外)。
 - 除了公契J章第5條第(b)(III)(i)分條的規定外，為了計算鐵路部分擁有人和屋苑擁有人(政府樓宇擁有人除外)對保養與管理該項目和斜坡及護土構築物(如有)的費用及開支、該等費用及開支及有關該項目和斜坡及護土構築物(如有)資本性質的主要工程或並非預期每年支出的一類開支的分攤款項，管理人須編制一份屋苑管理預算下的分預算，列明下一年保養與管理該項目和斜坡及護土構築物(如有)的費用及開支、該等費用及開支及有關該項目和斜坡及護土構築物(如有)資本性質的主要工程或並非預期每年支出的一類開支的預計年度費用及開支，該分預算的副本須提交給鐵路部分擁有人參考。

C. 計算管理費按金的基準

管理費按金相等於3個月的管理費。

Summary of land grant

批地文件的摘要

A. Term of years under the Land Grant

The Development is situated on Tsuen Wan Town Lot No.402 (“the lot”) which is held from the Government under New Grant No.21566 dated 30th April 2013 (“the Land Grant”) for a term of 50 years from 30th April 2013 and expiring on 29th April 2063.

B. The Restrictions on Alienation of the Parking Spaces

Special Condition No.(41)(a)

Save as provided under Special Condition Nos. (26), (31), (35)(b), (35)(c) and (36)(b) of the Land Grant and sub-clause (b) of this Special Condition and subject to Special Condition No. (35)(a) of the Land Grant, prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

- (i) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (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;
- (ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (iii) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
 - (I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
 - (III) no premium shall be paid by the tenant;
 - (IV) the rent payable shall not exceed a rack rent;
 - (V) no rent shall be payable in advance for a period greater than 12 calendar months;
 - (VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
 - (VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (iv) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
 - (I) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (II) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the Authorized Person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Grantee for the development of the lot;
 - (III) under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:
 - (A) all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as “the ASP”) shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as “the Stakeholder Account”);
 - (B) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
 - (C) the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
 - (IV) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
 - (V) for the purpose only of this Special Condition, “the Stakeholder” means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP.

Special Condition (42)

Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

Special Condition (43)(a)

Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge or part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or enter into any agreement so to do except by way of an assignment or other disposal of undivided shares in the whole of the lot together with the right to the exclusive use and occupation of individual floors and units in any building or buildings erected thereon and even then such assignment or other disposal shall be subject to the following conditions:

- (i) the Grantee shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating a Management Agreement (if any) (hereinafter referred to as “the DMC”) to be entered into between the Grantee and the assignees from him of undivided shares in the whole of the lot;
- (ii) the DMC must be in a form and contain the provisions which the Director shall approve or require and in particular shall contain, inter alia, provisions of the effect as stipulated in this Special Condition and it (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;

Summary of land grant

批地文件的摘要

- (iii) the Grantee must comply with the approved terms and condition of the DMC. No amendment thereto may be made without the prior written consent of the Director and the payment of such fees as may be required;
- (iv) every assignment or other disposal of an undivided share or shares in the lot shall be subject to and with the benefit of the DMC;
- (v) in the DMC the Grantee must allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as “the Common Areas”) a number of undivided shares in the lot which in the opinion of the Director is appropriate;
- (vi) the Grantee may not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (41)(a)(iv) of the Land Grant) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole of the said undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC free of cost or consideration and the manager must hold the said undivided shares on trust for the benefit of all owners for the time being of undivided shares in the lot;
- (vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager's appointment the manager must assign the said undivided shares allocated to the Common Areas free of costs or consideration to its successor in office; and
- (viii) if an Owners' Corporation is formed under the Building Management Ordinance, any regulations made thereunder and any amending legislation, it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all owners for the time being of undivided shares in the lot.

Special Condition No.(50)(a)

Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the 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 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.

C. The lease conditions that are onerous to a purchaser of parking spaces include the following:

Indemnity by Grantee - General Condition No.4

The Grantee by the Land Grant 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 these Conditions 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 upon the Grantee), 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 Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

Private streets, roads and lanes - General Condition No.8

Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

Non-building area - Special Condition No.(6)

- (a) Except for the Utilities referred to in Special Condition No. (61)(d) of the Land Grant and save with the prior written approval of the Director, no building, structure, foundation or support for any building or structure, boundary walls or fences shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black cross-hatched black and pink hatched black on PLAN I annexed to the Land Grant (collectively “the Non-building Area”).
- (b) Throughout the term agreed to be granted by the Land Grant, the Director and his officers, contractors and agents, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot and the Non-building Area for the purposes of inspecting, maintaining and repairing the Tsuen Wan Road adjacent thereto and its upgrading works. The Director, his officers, contractors and agents, his or their workmen 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 the Director, his officers, contractors and agents, his or their workmen of the right of free and unrestricted ingress, egress and regress conferred under this sub-clause, and no claim shall be made against the Director and his officers, contractors and agents, his or their workmen by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Preservation of trees - Special Condition No.(11)

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.

Summary of land grant

批地文件的摘要

Landscape master plan - Special Condition No.(12)

- (a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (11) of the Land Grant.
- (b) (ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) of this Special Condition (“**the Greenery Area**”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the said 20% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Grantee.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan (“**the Approved Landscape Master Plan**”) in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

Maintenance of the Items - Special Condition No.(32)

- (a) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense and in all respects to the satisfaction of the Director maintain the following items (“**the Items**”);
- (i) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (ii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot; and
- (iv) all building services installations and facilities serving exclusively the remainder of the development on the lot and running upon, over or under the Government Accommodation or any part thereof.
- (c) For the purpose of this Special Condition, the expression “Grantee” shall exclude F.S.I.

Protection of the West Rail and West Rail Structures and Installations - Special Condition No.(38)

- (a) Prior to the commencement of any works whatsoever on the lot including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Grantee shall consult MTR Corporation Limited (“**MTRCL**”) so as to ensure that any such works do not damage, interfere with, obstruct or endanger the safety or the operation of the West Rail (“**the Railway**”) and any railway works, structures, facilities or installations in relation to the West Rail (which railway works, structures, facilities and installations are hereinafter collectively referred to as “**the West Rail Structures and Installations**”) in or passing through the lot or in the vicinity of the lot (as to which the decision of the Director shall be conclusive). If required by the Director the Grantee shall at his own expense take such measures and precautions as may be required by the MTRCL to ensure the safety and the operation of the Railway and the West Rail Structures and Installations.

- (e) Throughout the term agreed to be granted by the Land Grant the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Railway and the West Rail Structures and Installations.

Access to the West Rail Railway Tunnels - Special Condition No.(39)

- (a) The Grantee shall throughout the term agreed to be granted by the Land Grant permit the Government, its officers, servants and agents and any other persons authorized by it or them the right of free and unrestricted ingress, egress and regress to, from and through the lot and any building or structure erected or to be erected thereon at all reasonable times (upon giving not less than 14 days' prior notice except in case of emergency) with or without tools, vehicles, machinery or equipment for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the West Rail Railway Tunnels or the West Rail Structures and Installations or any part or parts thereof.
- (b) Save as provided in Special Condition No. (37) of the Land Grant, the Government, its officers, servants and agents and any other persons authorized by it or them 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 sub-clause (a) of this Special Condition, and no claim or objection, shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Parking requirements - Special Condition No.(46)

- (a) (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, 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 (“**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 under this Special Condition, unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the table under this Special Condition provided that if the number of spaces to be provided under this sub-clause (a)(i) is a decimal number, the same shall be rounded up to the next whole number.
- Provided that a minimum of 96 Residential Parking Spaces shall be provided if the calculation at the rate referred to in the said table shall produce a fewer number of such spaces.
- (iii) (I) 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 building or buildings erected or to be erected on the lot shall be provided at a rate of 2.5 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 two spaces being provided.
- (II) If 75 or less 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 building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of two spaces being provided.

Provided that if the number of spaces to be provided under this sub-clause (a)(iii) is a decimal number, the same shall be rounded up to the next whole number.

- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (48) of the Land Grant) 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 or for the provision of car cleaning and beauty services.

Summary of land grant

批地文件的摘要

- (b) (i) Out of the spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (48) of the Land Grant), the Grantee shall reserve and designate such number of 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 as the Building Authority may require and approve provided that a minimum of one space shall be reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (48) of the Land Grant) and that the Grantee shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (48) of the Land Grant) to become the 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.
- (ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The spaces provided under sub-clause (b)(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 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 or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director 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 (“**the Motor Cycle Parking Spaces**”) at a rate of ten percent of the total number of spaces required to be provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (48) of the Land Grant) unless the Director consents to another rate 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 Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles 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 at a rate of one space for every 15 units or part thereof for those residential units, size of each residential unit is less than 70 square metres or at such other rates as may be approved by the Director.

Loading and unloading requirements - Special Condition No.(47)

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of 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 space 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 units.

Set back - Special Condition No. (54)

The Grantee 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.

Cutting away - Special Condition No.(55)

- (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 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.
- (c) In the event that as a result of or arising out of any formation, levelling, 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 provided in the Land Grant 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 and professional fees and charges.

Anchor maintenance - Special Condition No.(57)

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.

Spoil or debris - Special Condition No.(58)(a)

In the event of earth, spoil, debris, construction waste or building materials (“**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 (“**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.

Summary of land grant

批地文件的摘要

Damage to Services - Special Condition No.(59)

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 (“**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 Yellow Area or both the lot or any part thereof and the Yellow Area (collectively “**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 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 the Yellow Area or both the lot or any part thereof and the Yellow 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 or the Yellow Area or both the lot or any part thereof and the Yellow 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.

Drains, channels and sewers - Special Condition No.(60)

- (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 for future maintenance thereof at the expense of 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 which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

Drainage Reserve - Special Condition No.(61)

- (a)
 - (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure, save for the West Rail Railway Tunnels which is existing within the lot as at the date of the Land Grant, shall be erected or constructed or placed on, over, under, above, below or within the areas of the lot shown coloured pink cross-hatched black and pink hatched black cross-hatched black on PLAN I annexed to the Land Grant (the pink cross-hatched black area and the pink hatched black cross-hatched black area are hereinafter referred to as “**the Pink Cross-Hatched Black Area**” and “**the Pink Hatched Black Cross-Hatched Black Area**” respectively).
 - (ii) The Pink Cross-Hatched Black Area and the Pink Hatched Black Cross-Hatched Black Area are hereinafter collectively referred to as “**the Drainage Reserve**”.
- (b) Notwithstanding the provisions contained in sub-clause (a) of this Special Condition, building or buildings at first floor level and above may be erected or constructed over or above the Pink Cross-Hatched Black Area provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the first floor level and the ground level shall be final and binding on the Grantee.
- (d) Throughout the term agreed to be granted by the Land Grant, the Director and his duly authorized officers, contractors, his or their workmen (collectively “**the Authorized Persons**”) with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining any drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (“**the Utilities**”) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

Note :

Unless otherwise defined in this Sales Brochure, capitalized terms used in the above shall (save as expressly defined herein) have the same meaning as such capitalized terms used in the Land Grant. Please refer to the Land Grant for reference.

Summary of land grant

批地文件的摘要

A. 批地文件規定的批租年期

發展項目位於荃灣市地段第402號(「該地段」)，根據2013年4月30日訂立的新批地文件第21566號(「批地文件」)向政府租用50年，從2013年4月30日起至2063年4月29日止。

B. 對轉讓停車位的限制

特別條件第(41)(a)條

除批地文件特別條件第(26)，(31)，(35)(b)，(35)(c)及(36)(b)條和本特別條件第(b)分條規定及受限於批地文件特別條件第(35)(a)條，在一切方面均符合本批地文件的條件並使署長滿意之前，未經署長的預先書面同意和履行他施加的任何條件(包括支付他要求的費用)，承批人不能：

- (i) 轉讓、放棄管有或以其他方式處置該地段或其中任何部分或其中任何權益或在其上興建的任何建築物或任何建築物之部分(不論是通過直接或間接保留、授予第一拒絕權、期權或授權書或任何其他方式、安排或任何描述的文件)或訂立就上述行為的任何協議；
- (ii) 不論是直接或間接或通過律師、代理人、承辦商或受託人或通過承批人或它的被提名人直接或間接擁有股份的公司或擁有承批人股份的公司或其他形式通過目前或今後、有條件或無條件的任何交易招攬或接受任何金錢、金錢價值或其他有價值的任何類別的代價，而將該地段或其中任何部分或其中任何權益或在其上興建的任何建築物或任何建築物之部分出售、轉讓或以其他方式處理或處置或訂立就上述行為的任何協議；
- (iii) 分租該地段或在其上的任何建築物或任何建築物之部分或訂立就上述行為的任何協議，除非該地段或在其上的任何建築物或任何建築物之部分的租賃或出租符合下列條款及條件：
 - (I) 租賃或出租的年期總數(包括任何續期權)不得超過10年；
 - (II) 不能開始租賃或出租，除非已經取得建築事務監督依據建築物條例、其下的任何規例及任何修訂法例發出有關租賃或出租所涵蓋的建築物或建築物的該部分的一份佔用許可證或臨時佔用許可證；
 - (III) 租戶毋須支付地價；
 - (IV) 應付租金不超過全額租金；
 - (V) 不能提前支付超過12個曆月的應付租金；
 - (VI) 租賃或出租的租賃協議或租約或租務協議准許的用途須符合本批地文件的條件規定；及
 - (VII) 租賃或出租的租賃協議或租約或租務協議的條款及條件不能違反本批地文件的條件；或
- (iv) 按揭或抵押該地段或其中任何部分或其權益，除非按本批地文件的條件下作開發之用途，並只能通過建築按揭方式進行，茲同意在本條款中，建築按揭須為：
 - (I) 將該地段按揭或抵押給一間持牌銀行或一個按《銀行業條例》第16條授權的註冊接受存款公司，以擔保貸款或將貸款(及其利息)給承批人，並只能用於按本批地文件的條件開發該地段和支付與開發和按揭有關的法律及其他專業費用(惟該等費用總額不能超過按揭擔保的總額之5%)，而並非其他用途；
 - (II) 按揭規定上述貸款(就已經完成工程)只能按認可人士(承批人開發該地段而按建築物條例、其下的任何規例及任何修訂法例委任之人士)不時證明承批人在開發該地段已經支出的款項支付給承批人。
 - (III) 按揭規定如果承批人按本特別條件對訂立處置該地段的任何份數或權益連同獨家使用與管有在該地段上已建或擬建的建築物的任何單位之權利的任何協議向署長預先申請書面同意，承批人、承按揭人及保證金保存人(如以下界定)須訂立載有署長可不時指定或要求的條款及要求的協議，包括但不限於以下各項：
 - (A) 承批人或保證金保存人須將收到有關該地段的任何單位、份數或權益的買賣協議(其條件已獲承按揭人批准)(以下簡稱「買賣協議」)的任何買價或其中任何部分的一切款項存入由保證金保存人於承按揭人開立、保持及操作指定作為開發該地段的一個銀行賬戶(以下簡稱「保證金保存人賬戶」)；
 - (B) 未經承按揭人的預先書面批准和符合買賣協議的條件和署長同意的條件，不能發放保證金保存人賬戶的任何款項；及

(C) 承按揭人不可撤銷地向承批人承諾，當完成買賣後，將無條件地從建築按揭契約的擔保中解除已經全數支付買賣協議的總買價給保證金保存人賬戶有關的該地段的任何單位、份數或權益；

(IV) 按揭規定承按揭人有責任及不可撤銷地承諾，當完成買賣後，將無條件地從建築按揭契約的擔保中解除已經全數支付買賣協議的總買價給保證金保存人賬戶有關的該地段的任何單位、份數或權益；及

(V) 僅在本特別條件中，「保證金保存人」指承批人不時委任作為買賣協議的買價的保證金保存人行事的任何律師行。

特別條件第(42)條

所有對該地段或其中任何部分或其中任何權益的轉讓、按揭、抵押、租期超過3年的分租或其他方式的讓與必須在土地註冊處登記。

特別條件第(43)(a)條

即使已經遵守與履行本批地文件的條件並使署長滿意，承批人不能轉讓、按揭、抵押、放棄管有或以其他方式處置該地段或其中任何部分或其中任何權益或訂立就上述行為的任何協議，除非通過轉讓或處置整個地段的不分割份數連同獨家使用與佔用在其上已建的建築物內的個別樓層及單位之方式，且上述轉讓與處置須受制於下列條件：

- (i) 承批人須首先提交承批人與向其承讓整個地段的不分割份數的承讓人之間訂立的一份公契及管理協議(如有)(在下文簡稱為「公契」)給署長並取得其書面批准；
- (ii) 公契須符合署長批准或要求的格式及條件，特別是必須包含(其中有)本特別條件規定的條文和它(及其任何經批准的修訂)必須在土地註冊處以該地段的註冊摘要進行註冊；
- (iii) 承批人必須遵守經批准的公契的條款及條件，未經署長的預先書面同意和支付要求的費用，不能對其作出修訂；
- (iv) 所有轉讓或處置該地段的不分割份數必須受制於公契並享有其實益；
- (v) 在公契中，承批人必須分配署長認為合適的該地段的若干不分割份數給該地段屬於公用地方或供該地段當時的擁有人共同使用與享用的便利設施(以下簡稱「公用地方」)的該等部分；
- (vi) 承批人不能轉讓、按揭或抵押(除了批地文件特別條件第(41)(a)(iv)條規定的建築按揭或抵押)或以其他方式處置或放棄管有公用地方的不分割份數或其中任何權益或訂立就上述行為的任何協議，除了在簽訂公契時免費轉讓分配予公用地方的所有不分割份數給按公契委任的管理人和管理人須以信託形式為當時所有該地段不分割份數擁有人持有該等不分割份數；
- (vii) 除本特別條件第(a)(viii)分條規定外，公契必須規定管理人須在他的委任終止時免費轉讓分配予公用地方的不分割份數給他的繼任人；及
- (viii) 如果按建築物管理條例、其下的任何規例及任何修訂法例成立業主立案法團，它可要求管理人按公契免費轉讓分配予公用地方的不分割份數和轉讓管理責任給它，在該種情況下須由該業主立案法團以信託形式為當時所有該地段不分割份數擁有人持有。

特別條件第(50)(a)條

即使已遵守與履行本批地文件的條件並獲署長滿意，住宅車位及電單車車位不能

- (i) 轉讓，除非
 - (I) 連同賦予該地段已建或擬建的建築物的某住宅單位的專有使用及管有權的不分割份數一併轉讓；或
 - (II) 轉讓給已經是該地段的不分割份數連同其附屬的該地段已建或擬建的建築物的住宅單位的專有使用及管有權的業主之人士；或
- (ii) 分租，除非租予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，不得轉讓或分租總數超過3個住宅車位和電單車車位給予該地段已建或擬建的建築物任何一個住宅單位的業主或住戶。

Summary of land grant

批地文件的摘要

c. 對停車位購買人造成負擔的租契條件，包括以下各項：

承批人彌償 —— 一般條件第4條

承批人須對違反本批地文件的條件或署長認為 (他的看法是最終的及約束承批人) 因承批人使用該地段或開發或重新開發該地段或其中任何部分或在該地段進行任何活動或在其上進行任何其他工程，不論使用、開發或重新開發及該活動或工程是否符合或違反本批地文件的條件所造成毗鄰或毗連土地或該地段任何損害或土壤或地下水污染導致任何訴訟、司法程序、責任、要求、費用、開支、損失 (不論是財政或其他方面) 及各種索償彌償政府及保持彌償政府。

私家街道、道路及小巷 —— 一般條件第8條

按本批地文件的條件要求而須塑造的任何私家街道、道路及小巷須置於署長滿意的位置並由署長決定納入或不納入批租的土地，並在任何一種情況下，須在要求時無代價地交還給政府。如果上述街道、道路及小巷交還給政府，政府進行的路面、路邊石、排水渠 (污水及雨水排水渠)、渠道及路燈工程，費用須由承批人承擔，其後用公帑進行保養。如果上述私家街道、道路及小巷仍然是批租土地之部分，必須由承批人出資進行照明、路面、路邊石、排水、開渠及保養工程，並在一切方面使署長全面滿意。署長可為了公眾利益在需要時進行或促使他人進行安裝與保養路燈。承批人須承擔安裝路燈的資本性開支並允許工人及車輛為了安裝與保養路燈自由出入批租的範圍。

非建築區域 —— 特別條件第 (6) 條

- (a) 除批地文件特別條件第 (61)(d) 條提及的公共設施外，未經署長的預先書面批准，不能在批地文件附錄的圖則I上用粉紅色加黑斜線及交叉黑斜線和粉紅色加黑斜線顯示的範圍 (統稱「非建築區域」) 之上、上方、之下、上面、下面或之內搭建或建築任何建築物、構築物、地基或任何建築物或構築物的承托物、邊界牆或圍欄。
- (b) 在批地文件同意批租的年期期間，署長和他的官員、承建商及代理人、他或他們的工人有權帶上或不帶工具、設備、機器或車輛在任何時間內自由及不受限制地出入、再出入該地段及非建築區域，旨在視察、保養及維修毗鄰的荃灣路及其改善工程。署長、他的官員、承建商、代理人、他的或他們的工人對署長、他的官員、承建商、代理人、他的或他們的工人行使他們按本分條自由出入、再出入的權利造成承批人蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能就上述任何損失、損害、滋擾或干擾向署長、他的官員、承建商、代理人、他的或他們的工人作出要求索償。

保育樹木 —— 特別條件第 (11) 條

未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出書面同意時，對於樹木進行移植、補償性景觀美化工程或再植，可施加他認為合適的條件。

美化環境總藍圖 —— 特別條件第 (12) 條

- (a) 承批人須自費提交一份按本特別條件第 (b) 分條規定在該地段內提供美化環境工程並標示其位置、配置及布局的美化環境總藍圖給規劃署署長審批。未取得規劃署署長對美化環境總藍圖的批准和對本文件特別條件第 (11) 條要求保育樹木的建議授予同意 (如需) 之前不得對該地段或其中任何部分展開任何平整工程。
- (b)
 - (ii) 該地段中不少於20%範圍須種植樹木、灌木或其他植物。
 - (iii) 本特別條件第 (b)(ii) 分條提及的20%中不少於50%範圍 (「綠化範圍」) 須在署長自行酌情決定的位置及水平提供，以便行人可看見或進入該地段的任何人士可進入該綠化範圍。
 - (iv) 署長對承批人建議的美化環境工程是否屬於本特別條件第 (b)(ii) 分條提及的20%之決定是最終的及約束承批人。
- (c) 承批人須按已批准的美化環境工程總藍圖 (「經批准美化環境工程總藍圖」) 自費美化該地段，並在一切方面使署長滿意。未經署長的預先書面批准，不得對經批准美化環境工程總藍圖進行修改、改變、更改、修訂或代替。
- (d) 承批人須在其後自費保持與保養美化環境工程處於安全、整潔、井然及衛生狀態，在一切方面使署長滿意。

該項目的保養 —— 特別條件第 (32) 條

- (a) 承批人須在批地文件同意批租的年期內自費保養下列項目 (「該項目」)，並在一切方面使署長滿意：
 - (i) 服務政府樓宇及該地段的發展項目餘下部分的一切升降機、扶手電梯及樓梯；
 - (ii) 服務政府樓宇及該地段的發展項目餘下部分屬於該系統之部分的一切建築物維修設施、機械及設備 (包括但不限於攜帶式及固定式消防裝置及設備)；
 - (iii) 服務政府樓宇及該地段的發展項目餘下部分的一切其他公用部分及設施；及
 - (iv) 專門該地段的服務發展項目餘下部分和通過政府樓宇或其中任何部分之上、上方或之下的一切建築物維修裝置及設施。
- (c) 在本特別條件中，「承批人」一詞不包括財政司司長法團。

保護西鐵綫和西鐵綫構築物及裝置 —— 特別條件第 (38) 條

- (a) 承批人在該地段展開任何工程包括但不限於地盤勘測工程、打樁或其他地基工程及其他土木工程及建築工程之前，必須諮詢香港鐵路有限公司 (「港鐵」)，以確保該等工程沒有損壞、干涉、阻礙或危及該地段之內或經過該地段或該地段附近的西鐵綫 (「鐵路」) 和西鐵綫有關的任何鐵路工程、構築物、設施或裝置 (署長對其作出的決定是最終的)(該等鐵路工程、構築物、設施及裝置在下文統稱為「西鐵綫構築物及裝置」) 的安全或運作，如果署長要求，承批人須自費採取港鐵要求的措施及預防措施，確保鐵路及西鐵綫構築物及裝置的安全及運作。
- (e) 承批人須在批地文件同意批租的年期內，遵守與履行屋宇署署長對保護鐵路及西鐵綫構築物及裝置所施加的一切要求，並使屋宇署署長滿意。

進入西鐵綫鐵路隧道 —— 特別條件第 (39) 條

- (a) 承批人須在批地文件同意批租的年期內，准許政府、他的官員、傭工、代理人及他或他們授權的任何其他人士有權於任何合理時候 (經提前至少14天發出通知，緊急情況除外)，帶上或不帶工具、車輛、機器或設備自由及不受限制地出入及再出入該地段及在其上已建或擬建的任何建築物或構築物，旨在測量、視察、檢驗、保養、改善或開發西鐵綫鐵路隧道或西鐵綫構築物及裝置或其中任何部分。
- (b) 除批地文件特別條件第 (37) 條規定外，政府、其官員、傭工、代理人和他或他們授權的任何其他人士對於他或他們行使本特別條件第 (a) 分條賦予的權利造成承批人蒙受或附帶的任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能就上述任何損失、損害、滋擾或干擾要求索償或提出異議。

泊車要求 —— 特別條件第 (46) 條

- (a)
 - (i) 該地段必須提供使署長滿意的停車位，用作停泊根據《道路交通條例》、其下的規例及任何修訂法例獲發牌及屬於該地段已建或擬建建築物的住宅單位住戶和他們的真正來賓、訪客或獲邀請人的車輛 (以下簡稱為「住宅車位」)。除非署長同意住宅車位數目的比率與本特別條件的表格載列的不同，應根據本特別條件的表格載列的按該地段已建或擬建住宅單位的不同面積之比率提供住宅車位，但如果按第 (a)(i) 分條提供的車位數目是小數，則應向上捨入為整數。
但是如果按該表格之比率計算出較少住宅車位，則須提供最少96個住宅車位。
 - (ii)
 - (I) 如果在該地段已建或擬建的任何住宅單位大廈有超過75個住宅單位，必須提供額外車位，用作停泊根據《道路交通條例》、其下的規例及任何修訂法例獲發牌及屬於該地段已建或擬建建築物的住宅單位住戶的真正來賓、訪客或獲邀請人的車輛。該車位須按上述每座住宅單位大廈2.5個車位之比率或署長可批准的其他比率提供，惟須提供至少2個車位。
 - (II) 如果在該地段已建或擬建的任何住宅單位大廈有75或少於75個住宅單位，必須提供額外車位，用作停泊根據《道路交通條例》、其下的規例及任何修訂法例獲發牌及屬於該地段已建或擬建建築物的住宅單位住戶的真正來賓、訪客或獲邀請人的車輛。該車位須按上述每座住宅單位大廈1個車位之比率或署長可批准的其他比率提供，惟須提供至少2個車位。
但如果按第 (a)(iii) 分條提供的車位數目是小數，則應向上捨入為整數。
 - (iii) 按本特別條件第 (a)(i) 分條及第 (a)(iii) 分條 (可按批地文件特別條件第 (48) 條作出修訂) 提供的車位只能用作該等條件指定的用途，特別是該等車位不能用作儲存、展示或陳列車輛作出售或其他用途或汽車清潔及美容服務。

Summary of land grant

批地文件的摘要

- (b) (i) 承批人須從按本特別條件第 (a)(i) 及 (a)(iii) 分條 (可按批地文件特別條件第 (48) 條作出修訂) 提供的車位中保留與指定車位, 用作根據《道路交通條例》、其下的規例及任何修訂法例界定的殘疾人士車輛停泊之用途, 該等車位須按建築事務監督的要求及批准的數目提供, 惟須從按本特別條件第 (a)(iii) 分條 (可按批地文件特別條件第 (48) 條作出修訂) 提供的車位中保留與指定至少1個車位。承批人不能用按本特別條件第 (a)(iii) 分條 (可按批地文件特別條件第 (48) 條作出修訂) 提供的所有車位作根據《道路交通條例》、其下的規例及任何修訂法例界定的殘疾人士車輛停泊之車位。
- (ii) 按本特別條件第 (b)(i) 分條提供的車位須設置在署長書面批准的位置及水平。
- (iii) 按本特別條件第 (b)(i) 分條提供的車位只能用作供屬於該地段已建或擬建建築物的住戶和他們的真正來賓、訪客或獲邀請人及根據《道路交通條例》、其下的規例及任何修訂法例界定的殘疾人士車輛停泊, 特別是該等車位不能用作儲存、展示或陳列車輛作出售或其他用途或汽車清潔及美容服務。
- (c) (i) 該地段必須提供使署長滿意的車位, 用作停泊根據《道路交通條例》、其下的規例及任何修訂法例獲發牌及屬於該地段已建或擬建建築物的住宅單位住戶和他們的真正來賓、訪客或獲邀請人的電單車 (以下簡稱為「電單車車位」)。除非署長同意其他比率, 應按本特別條件第 (a)(i) 分條及第 (a)(iii) 分條 (可按批地文件特別條件第 (48) 條作出修訂) 規定的車位總數的百分之十之比率提供電單車車位, 但如果車位數目是小數, 則應向上捨入為整數。
- (ii) 電單車車位只能用作本特別條件第 (c)(i) 分條指定的用途, 特別是該等車位不能用作儲存、展示或陳列電單車作出售或其他用途或汽車清潔及美容服務。
- (d) 該地段內必須提供使署長滿意的單車車位, 該單車車位須按每15個住宅單位或其部分 (每個住宅單位的面積少於70平方米) 一個單車車位之比率或署長批准的其他比率在該地段內提供, 供該地段上已建或擬建的建築物的住戶和他們的真正來賓、訪客或獲邀請人停泊他們的單車。

裝卸要求 —— 特別條件第 (47) 條

- (a) 該地段內必須提供使署長滿意的裝卸區, 該裝卸區須按該地段已建或擬建建築物內每800個住宅單位或其部分一個裝卸區之比率或署長可批准的其他比率提供, 惟在該地段已建或擬建的每座住宅單位大廈須最少有一個裝卸區, 該裝卸區須設置在住宅單位大廈之內或旁邊。

土地後移 —— 特別條件第 (54) 條

未經署長預先書面同意, 承批人不能削去、移除或土地後移毗鄰或毗連該地段的任何政府土地或在任何政府土地上進行任何堆積或堆填或任何類型的斜坡處理工程, 除非署長同意。署長可自行酌情作出同意並施加他認為合適的條件, 包括支付他可決定的地價後授予額外的政府土地作為該地段的延伸。

削土 —— 特別條件第 (55) 條

- (a) 如果任何土地被削去、移除或土地後移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, 旨在塑造、平整或開發該地段或其中任何部分或承批人按本批地文件的條件需要進行的任何其他工程或作任何其他用途, 承批人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程, 以便保護與支撐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。承批人須在批地文件同意批租的年期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於妥善與充足的維修及狀況, 使署長滿意。
- (c) 倘若因為承批人進行任何構建、平整、開發或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, 承批人須自費進行修復及彌補, 使署長滿意, 並對上述塌方、山泥傾瀉或地陷造成政府、其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本批地文件的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批人進行、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。如果承批人無理會或未能在通知指定的時期內執行該通知要求, 以令署長滿意, 署長可立即執行與進行任何必要工程, 承批人須在要求時歸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。

保養地錨 —— 特別條件第 (57) 條

如果在開發或重新開發該地段或其中任何部分時已安裝預應力地樁, 承批人須在預應力地樁整個服務年限期間自費對其進行定期維修和定期檢查, 使署長滿意並在署長不時絕對自行酌情要求時向署長提交上述檢查工程的報告及資料。如果承批人無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上述檢查工程, 承批人須在收到要求通知時付還上述開支給政府。

廢土方或瓦礫 —— 特別條件第 (58)(a) 條

倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢石方、瓦礫、建築廢料或建材 (「廢料」) 到公共行人徑、道路或路渠、海灘、海底、污水渠、雨水渠、排水渠或溝渠或其他政府物業 (「政府物業」), 承批人須自費清理該等廢料並修復對政府物業造成的損壞。承批人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求賠償政府。

損壞服務 —— 特別條件第 (59) 條

承批人須在任何時候, 特別是在任何建築、保養、翻新或維修工程 (「工程」) 期間, 採取或促使他人採取一切適當及足夠的照料、技巧及預防措施, 避免對該地段或其中部分或黃色範圍或該地段或其中部分或黃色範圍兩者之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、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 (統稱「服務」) 造成任何損壞、干擾或阻塞。承批人在進行上述任何工程之前必須進行或促使他人進行適當的勘測及必要的了解, 確定任何服務的上述, 並提交處理任何受工程影響服務一切方面的書面建議給署長, 供他審批和必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長於發出批准時對服務訂明的任何要求和承擔符合該等要求支出的費用, 包括所需改道、重鋪或修復的費用。承批人必須自費維修、彌補及修復上述工程對該地段或其中部分或黃色範圍或該地段或其中部分或黃色範圍兩者或任何服務造成的任何損壞、干擾或阻塞 (除非署長另作選擇, 明渠、污水渠、雨水渠或總水喉由署長進行修復, 承批人須在要求時向政府支付該等工程費用), 在一切方面使署長滿意。如果承批人未能對該地段或其中部分或黃色範圍或該地段或其中部分或黃色範圍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、彌補或修復工程, 承批人須在收到要求通知時向政府支付該等工程的費用。

排水渠、渠道及污水渠 —— 特別條件第 (60) 條

- (a) 承批人須自費建造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近的河道、集水井、渠道或政府雨水渠。承批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、排水渠及污水渠 (如已建及啓用) 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批人負責, 承批人須在要求時向政府支付上述連接工程的費用。另外, 該等連接工程亦可由承批人自費進行, 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, 必須由承批人自費保養, 直至要求時由承批人移交給政府, 由政府出資負責往後的保養, 承批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。若承批人未能保養在政府土地內修建的任何一段上述連接工程, 署長可進行他認為必要的保養工程, 承批人須在要求時向政府支付上述工程費用。

渠道保留區 —— 特別條件第 (61) 條

- (a) (i) 未經署長的預先書面批准, 除了在批地文件之日已在該地段內存在的西鐵線鐵路隧道外, 不能在批地文件附錄的圖則I上用粉紅色加交叉黑斜線和粉紅色加黑斜線及交叉黑斜線顯示的範圍 (粉紅色加交叉黑斜線和粉紅色加黑斜線及交叉黑斜線顯示的範圍在下文分別稱為「粉紅色加交叉黑斜線範圍」和「粉紅色加黑斜線及交叉黑斜線範圍」) 之上、上方、之下、上方、下面或之內搭建或建築或安置任何建築物、構築物、地基或任何建築物或構築物的承托物。
- (ii) 粉紅色加交叉黑斜線範圍和粉紅色加黑斜線及交叉黑斜線範圍在下文統稱「渠道保留區」。
- (b) 即使本特別條件第 (a) 分條有任何規定, 在粉紅色加交叉黑斜線範圍之上面或以上可以搭建或建築一層樓高或以上的建築物, 惟須從地面向上延伸不少於5.1米的淨空間, 就本特別條件而言, 署長對一層樓高和地面水平的定義是最終的及約束承批人。

Summary of land grant

批地文件的摘要

- (d) 在批地文件同意批租的年期內，署長和他正式授權的官員、承建商、他的或他們的工人 (統稱「認可人士」) 有權帶上或不帶工具、設備、機器或車輛自由及不受限制地在任何時間內出入及再出入該地段，旨在鋪設、視察、維修及保養署長可要求或授權穿過、經過或在渠道保留區之下的任何排水渠、污水渠、渠道、排水渠、渠道設施及其他一切服務 (「公共設施」)。不能在渠道保留區內放置任何性質的物件或材料，以致可能阻塞或造成公共設施額外排水。如果署長認為 (他的看法是最終的及約束承批人) 在渠道保留區內有任何物件或材料阻塞或造成公共設施額外排水，署長有權書面通知承批人，由承批人出資清拆或移走該等物件或材料及修復渠道保留區，在一切方面使署長滿意。如果承批人忽略或未能在書面通知指定的時期內執行該通知，或在緊急情況下，署長可進行他認為必要的清拆、移走及修復工程，承批人須在收到要求通知時支付上述工程費用給政府。

註：

除非本車位銷售說明書另設定義，以上使用的大寫詞語 (除了本車位銷售說明書的明文定義外) 與在批地文件使用的該等大寫詞語具有相同意義。請參閱批地文件作參考。

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 assignments of the parking spaces to the purchasers.

賣方將會/已繳付有關該停車位之地稅由批地文件之日期起計直至並包括個別買方簽署停車位轉讓契之日期。

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 Phase of the Development, whether or not the amount of the deposits is yet to be ascertained at the date on which the sales brochure is printed.

在向買方交付停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期數的公用部分之水、電力及氣體的按金，不管上述按金的金額在本銷售說明書的印製日期仍有待確定與否。

Defect liability warranty period

欠妥之處的保養責任期

The vendor shall, as provided in the agreement for sale and purchase, 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.

凡買方所購的停車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，按買賣合約的規定，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

- 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.
 - 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.
 - 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 Phase of 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.
- 買方須與賣方於買賣合約協議，除了進行按揭或押記外，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停車位、或轉售該停車位、或轉移該停車位的買賣合約的權益。
 - 如停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 (包括任何印花稅)。
 - 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期數所需的總建築費用及總專業費用的最新資料，及有關直至詢問時的上一個月底為止已花費及支付的總建築費用及總專業費用，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: 27 November 2017

本車位銷售說明書的印製日期: 2017年11月27日

Examination Record

檢視紀錄

Examination/ Revision Date	Revision Made	
	Page Number	Revision Made
7 December 2017	3	The status of the loan for the construction of the phase of the development is updated
26 April 2018	2	Status of the phase of the development is updated
	6	Layout is updated according to the latest approved building plans
19 July 2018	2	The heading for the "Postal address of the Phase of the Development as confirmed with the Commissioner of Rating and Valuation" is updated
	3	The status of any other person who has made a loan for the construction of the Phase of the Development is updated
20 September 2018	2	Status of the phase of the development is updated

檢視/修改日期	所作修改	
	頁次	所作修改
2017年 12月7日	3	更新為發展項目期數的建造提供貸款的狀況
2018年 4月26日	2	更新發展項目期數的狀況
	6	根據最新經批准的建築圖則更新布局
2018年 7月19日	2	更新"經差餉物業估價署署長確定發展項目期數的郵寄地址"
	3	更新已為發展項目期數的建造提供貸款的任何其他人的狀況
2018年 9月20日	2	更新發展項目期數的狀況



