

SAVANNAH

— C SOUTH —

Sales Brochure For Parking Space
車位銷售說明書

SAVANNAH
— CSOUTH —

The postal address of the development as confirmed with the Commissioner of Rating and Valuation

3 Chi Shin Street

*The provisional street number is subject to confirmation when the Development is completed.

Estimated material date for the Development as provided by the Authorized Person

31 January 2018

The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase.

For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be).

Remark :

The name of street at which the development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the development is the same as the postal address of the development as confirmed with the Commissioner of Rating and Valuation.

與差餉物業估價署署長確認有關發展項目的郵寄地址

至善街3號

*此臨時門牌號數有待本發展項目建成時確認。

發展項目的認可人士提供的發展項目的預計關鍵日期

2018年1月31日

預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明該項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該項目已落成或當作已落成(視屬何種情況而定)的確證。

備註：

發展項目所位於的街道名稱及由差餉物業估價署署長為識別發展項目的目的所編配的門牌號數跟與差餉物業估價署署長確認有關發展項目的郵寄地址相同。

Vendor

Great Horwood Limited

Holding companies of the Vendor

Wheelock and Company Limited

Wheelock Investments Limited

Myers Investments Limited

Wheelock Properties Limited

Realty Development Corporation Limited

Dannette Holdings Limited

Authorized Person for the Development

Ronald P.C. Liang

The firm or corporation of which an Authorized Person for the development is a proprietor, director or employee in his or her professional capacity

LWK & Partners (HK) Limited

Building contractor for the Development

Hip Hing Construction Company Limited

The firm of solicitors acting for the owner in relation to the sale of parking spaces in the development

Deacons

Any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the development

BNP PARIBAS and The Bank of Tokyo-Mitsubishi UFJ, Ltd.

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

Wheelock Finance Limited

賣方

Great Horwood Limited

賣方的控權公司

會德豐有限公司

Wheelock Investments Limited

Myers Investments Limited

會德豐地產有限公司

聯邦地產有限公司

Dannette Holdings Limited

發展項目的認可人士

梁鵬程

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

梁黃顧建築師(香港)事務所有限公司

發展項目的承建商

協興建築有限公司

就發展項目中的車位的出售而代表擁有人行事的律師事務所的近律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

法國巴黎銀行及The Bank of Tokyo-Mitsubishi UFJ, Ltd.

已為發展項目的建造提供貸款的任何其他人

Wheelock Finance Limited

(a)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development; 賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	Not applicable 不適用
(b)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person; 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	Not applicable 不適用
(c)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person; 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	No 否
(d)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(e)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(f)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	No 否
(g)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the development; 賣方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擁有人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 a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the development; 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的車位的出售代表擁有人行事的律師事務所行事的經營人的家人；	Not applicable 不適用
(i)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors; 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	No 否
(j)	The vendor, a holding company of the vendor, 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, holding company or contractor; 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	No 否

(k)	The vendor, a holding company of the vendor, 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, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	No 否
(l)	The vendor 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 or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	No 否
(m)	The vendor 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 or contractor; 賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	Not applicable 不適用
(n)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the development holds at least 10% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的車位的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	No 否
(o)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	No 否
(p)	The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	No 否
(q)	The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor; 賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	Not applicable 不適用
(r)	The vendor 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 or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	No 否
(s)	The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor. 賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	No 否

Basement Floor
地庫



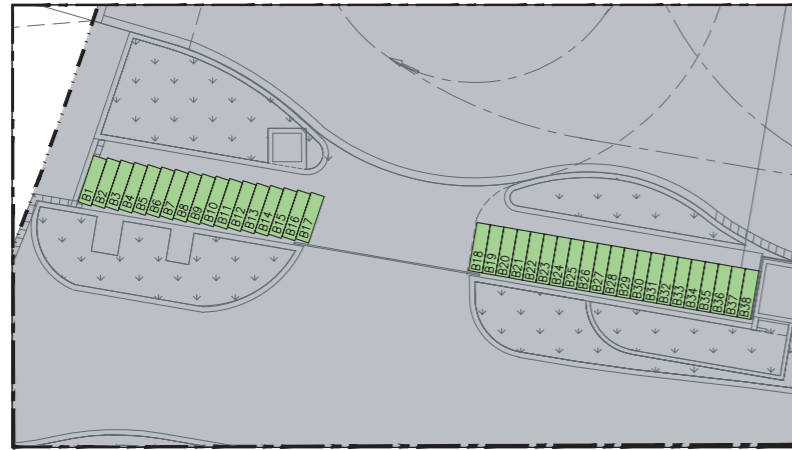
Part Plan of B/F at level 2.77 mPD
香港主水平基準以上2.77米的地庫局部平面圖

Boundary of the Development
發展項目的界線

比例
Scale : 0M/米 20M/米

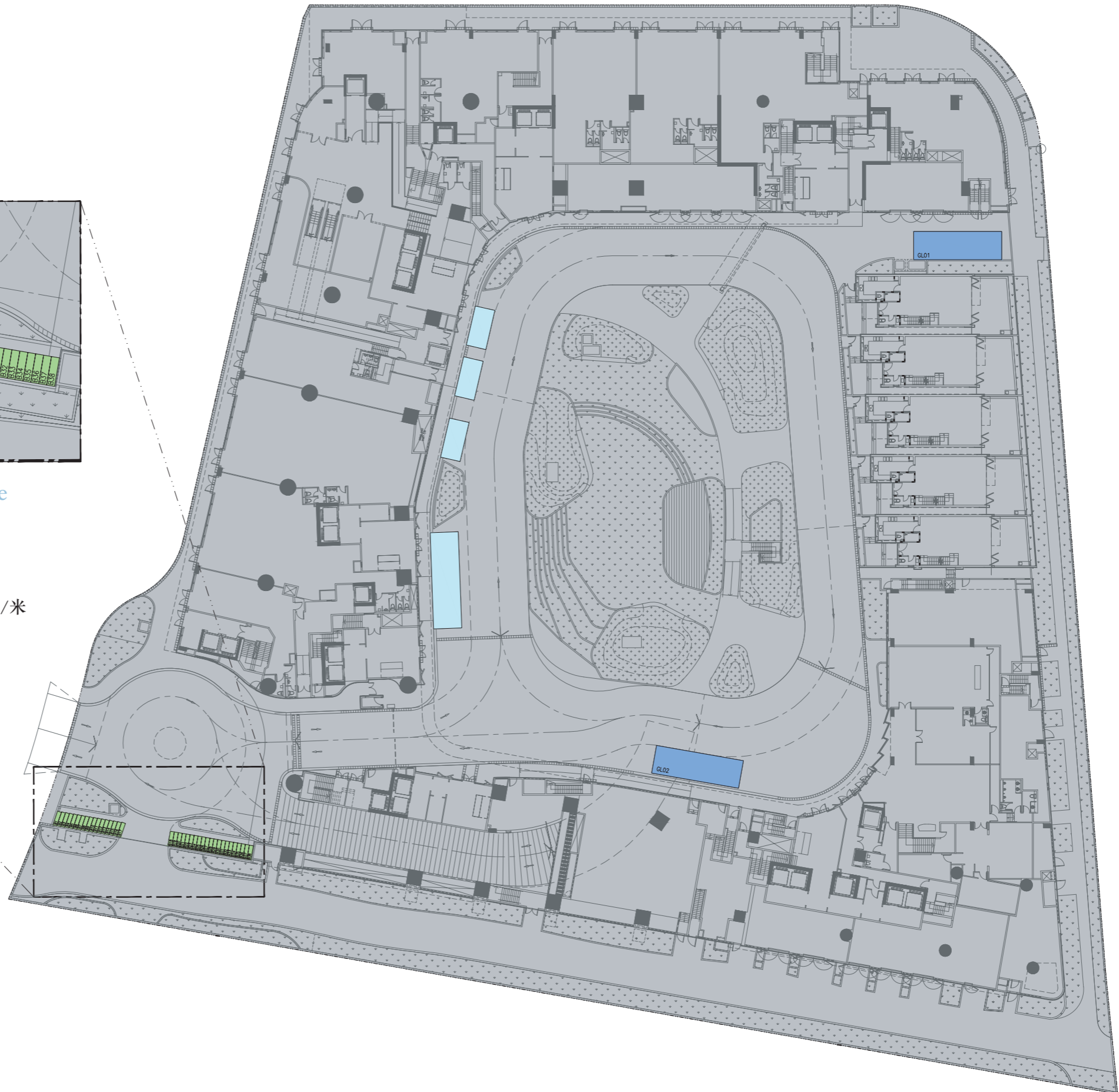


Ground Floor
地下



Part Plan of bicycle parking space
單車車位局部平面圖

比例
Scale: 0M/米 10M/米



Boundary of the Development
發展項目的界線

比例
Scale: 0M/米 20M/米



Numbers, Dimensions and Area of Parking Spaces
車位數目、尺寸及車位面積

Floor 層數	Category of parking spaces 車位類別	Parking Space Number 停車位編號	Number 數目	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)
Ground 地下	Loading and unloading space (For Residential) 住客上落貨停車位	GL01 - GL02 GL01至GL02	2	11.0 x 3.5	38.5
	Lay-by 車輛停泊處	-	3	5.0 x 2.5 (Taxi/計程車)	12.5
			1	12.0 x 3.5 (Coach/旅遊巴士)	42
	Bicycle Parking (For Residential) 住客單車車位	B1 - B38 B1至B38	38	1.8 x 0.5	0.9
Basement 地庫	Car Park (For Residential) 住客車位	R001 - R019, R021 - R024, R026 - R128, H01 - H03, H05-H06 R001至R019, R021至R024, R026至R128, H01至H03, H05至H06	131	5.0 x 2.5	12.5
	Visitor's Car Park 訪客車位	V001 - V011, V013 - V017 V001至V011, V013至V017	16	5.0 x 2.5	12.5
	Car Park (For Retail) 商用車位	P001 - P025, P027 - P050, P052 - P072 P001至P025, P027至P050, P052至P072	70	5.0 x 2.5	12.5
	Motor Cycles Parking (For Residential) 住客電單車車位	M01 - M10, M19 - M22 M01至M10, M19至M22	14	2.4 x 1.0	2.4
	Motor Cycles Parking (For Retail) 商用電單車車位	M011 - M018 M011至M018	8	2.4 x 1.0	2.4
	Disable Car Park (For Residential) 傷健人士住客車位	R020, R025 R020及R025	2	5.0 x 3.5	17.5
	Disable Visitor's Car Park 傷健人士訪客車位	V012 V012	1	5.0 x 3.5	17.5
	Disable Car Park (For Retail) 傷健人士商用車位	P026, P051 P026及P051	2	5.0 x 3.5	17.5
	Loading and unloading space (For Residential) 住客上落貨停車位	L08 - L09 L08至L09	2	11.0 x 3.5	38.5
	Loading and unloading space (For Retail) 商用上落貨停車位	L01 - L07 L01至L07	7	11.0 x 3.5	38.5
	Refuse collection vehicle parking space 垃圾車車位	-	1	12.0 x 5.0	60

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
 3. If the purchaser fails to execute that agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement-
 - (i) that preliminary agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約時須支付款額為售價之5%的臨時訂金。
 2. 買方在簽署臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有。
 3. 如買方沒有於訂立臨時合約的日期之後5個工作日內簽立買賣合約-
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人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。

A. Number of undivided shares assigned to each parking space in the Development

Floor	Residential Car Park	No. of Undivided Shares allocated to each Parking Space
Basement	Residential Car Parking Spaces R001 to R019, R021 to R024, R026 to R128 and H01 to H03, H05 to H06	13
Basement	Residential Motor Cycle Parking Spaces M01 to M10 and M19 to M22	2

1,181 undivided shares have been allocated to the Commercial Car Park Areas on Basement Floor.

B. Basis on which the management expenses are shared among the owners of the parking spaces in the Development

1. Where any expenditure relates to or is for the benefit of the Lot and the Development (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Tower Common Areas, Residential Car Park Common Areas, Common Areas for Commercial Accommodation, Residential Common Facilities, Tower Common Facilities, Residential Car Park Common Facilities or Common Facilities for Commercial Accommodation), the Development Common Areas and/or the Development Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Development in proportion to the number of Management Shares held by them.
2. Where any expenditure relates solely to or is solely for the benefit of the Residential Car Parks (but does not relate solely to or is not solely for the benefit of any particular Residential Car Park), the Residential Car Park Common Areas and/or the Residential Car Park Common Facilities the full amount of such expenditure shall be borne by the Owners of the Residential Car Parks in proportion to the number of Management Shares held by them.
3. The number of Management Shares allocated to a Residential Car Park is the same as the number of Undivided Shares allocated to that Residential Car Park.

C. Basis on which the management fee deposit is fixed

The management fee deposit payable in respect of each Residential Car Park shall be equivalent to three months' Management Fee for that Residential Car Park.

Unless otherwise defined in this sales brochure, capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning as that of such terms in the DMC.

A. 分配予發展項目中每個停車位的不分割份數的數目

樓層	住宅停車位	每個停車位獲分配的「不分割份數」數目
地庫	住宅停車位編號R001至R019, R021至R024, R026至R128及H01至H03, H05至H06	13
地庫	住宅電單車停車位編號M01至M10及M19至M22	2

於地庫樓層的商用停車場部份獲分配1,181份不可分割份數。

B. 管理開支在發展項目中的停車位的擁有人之間分擔的基準

1. 如果任何開支涉及或有利於地段及發展項目(但並非僅涉及或僅有利於任何單位、住宅公用地方、大廈公用地方、住宅停車場公用地方、商用部份公用地方、住宅公用設施、大廈公用設施、住宅停車場公用設施或商用部份公用設施)、發展項目公用地方及/或發展項目公用設施,則該等開支的全部款項需由發展項目的全體業主按他們持有的管理份數的比例進行分攤。
2. 如果任何管理開支僅涉及或有利於住宅停車位(但並非僅涉及或有利於任何個別特定住宅停車位)、住宅停車場公用地方及/或住宅停車場公用設施,該等管理開支的全部款項須由住宅停車位之擁有人按其持有之管理份數之比例分攤。
3. 分配予每個住宅停車位之管理份數的數目相等於分配予該住宅停車位的不分割份數的數目。

C. 計算管理費按金的基準

每個住宅停車位應付之管理費按金須等於該住宅停車位的三個月管理費。

除在售樓說明書另有定義,在上述英文版本中以大楷顯示的用詞將等同於公契內該用詞的含義。

A. Term of years under the lease

1. The lot number of the land on which the Development is situated: Tseung Kwan O Town Lot No. 112 (“**the lot**”)
2. The term of years under New Grant No.21567 (“**the land grant**”): 50 years commencing from 29 April 2013

B. Restrictions on alienation of the parking spaces

3. Special Condition No.(23) of the land grant provides that:

Prior to compliance with the General and Special Conditions of the land grant (“**these Conditions**”) in all respects to the satisfaction of the Director of Lands (“**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):

- (a) 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;
- (b) 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;
- (c) 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;
- (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) 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 Special Condition No.(23) of the land grant 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:
 - (I) 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**”);
 - (II) 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
 - (III) 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 Special Condition No.(23) of the land grant, “**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.

4. Special Condition No.(24) of the land grant provides that:

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.

5. Special Condition No.(25)(a) and (b) of the land grant provides that:

- (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 it (and any approved amendment or amendments to it) must be registered by Memorial against the lot in the Land Registry;
- (iii) the grantee must comply with the approved terms and conditions 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. (23)(d) 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 who 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) below, on termination of the manager’s appointment the manager must assign the said undivided shares free of costs or consideration to its successor in office;

- (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.

(b) Sub-clause (a) above shall not apply to:

- (i) an assignment, underletting, mortgage or charge of the lot as a whole; or
- (iii) an underletting of a part of the building erected thereon.

6. Special Condition No.(32)(a) of the land grant provides that :

Notwithstanding that the Conditions of the land grant shall have been observed and complied with to the satisfaction of the Director, 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.

7. Special Condition No.(34) of the land grant provides that:

No transaction (except as provided under Special Condition No.(23) of the land grant) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit of a plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot and other spaces, or a copy of such plan certified by an Authorized Person (as defined in the said Special Condition), with the Director.

C. Lease conditions that are onerous to a purchaser of parking space

8. Special Condition No.(2)(a)(i) of the land grant provides that:

The grantee shall on or before 30 June 2019 or such other extended periods as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public road shown coloured green on the plan annexed to the land grant (“**the Green Area**”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (collectively “**the Structures**”);

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

Special Condition No.(2)(a)(ii) of the land grant provides that:

The grantee shall on or before the 30th day of June, 2019 or such other extended periods as may be approved by the Director, at his own expense and to satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Special Condition No.(2)(a)(iii) of the land grant provides that:

The grantee shall maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered to the Director in accordance with Special Condition No.(3) thereof.

Special Condition No.(3) of the land grant provides that:

For the purpose only of carrying out the necessary works specified in Special Condition No.(2) of the land grant, the grantee shall on the date of the land grant be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the grantee on the date of a letter from the Director indicating that the Conditions of the land grant have been complied with to his satisfaction. The grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(2) of the land grant or otherwise.

9. Special Condition No.(9) of the land grant provides that :

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

10. Special Condition No.(10)(b) of the land grant provides that:

- (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants;
- (ii) Not less than 50% of the 20% referred to in Special Condition No.(10)(b)(i) of the land grant (“**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;
- (iii) The decision of the Director as to which landscaping works proposed by the grantee constitutes the 20% referred to in Special Condition No.(10) (b)(i) shall be final and binding on the grantee; and
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the grantee as an alternative to planting trees, shrubs or other plants.

Special Condition No.(10)(c) of the land grant provides that:

The grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.

Special Condition No.(10)(d) of the land grant provides that:

The grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

11. Special Condition No.(12)(a) of the land grant provides that:

Except with the prior written approval of the Director of Environmental Protection, no part of any building or buildings erected or to be erected on or over that portion of the lot as shown coloured pink hatched black on the plan annexed to the land grant (“**the Pink Hatched Black Area**”) shall be used for private residential purposes or any noise sensitive uses.

12. Special Condition No.(13)(a) of the land grant provides that :

Except for the Pedestrian Walkway as referred to in Special Condition No. (20)(b) thereof and except with the prior written consent of the Director, no building, structure, boundary wall, fence or support for any building or structure may be erected or constructed on or above the ground level of those portions of the lot as shown coloured pink circled black and pink stippled black on the plan annexed to the land grant (respectively “**the Pink Circled Black Area**” and “**the Pink Stippled Black Circled Black Area**”).

13. Special Condition No.(15)(a) of the land grant provides that:

The grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (“**the Facilities**”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

Special Condition No.(15)(c) of the land grant provides that:

In the event that any part of the Facilities is exempted from the gross floor area calculations pursuant to Special Condition No.(15)(b) (“**the Exempted Facilities**”):

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(25)(a)(v) of the land grant;
- (ii) the grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

14. Special Condition No.(19)(a) and (b) of the land grant provides that :

The grantee shall within such time limit as specified under Special Condition No. (6) at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purpose of linking up each and every building to be erected on the lot at such locations and levels of the buildings as may be required or approved by the Director and linking up all major facilities within the lot including the shops, residential blocks, open space and community facilities provided thereon at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director (which segregated pedestrian ways or paths together with such stairs, ramps, lightings and escalators are collectively referred to as “**the Pedestrian Links**”).

Special Condition No.(19)(c) of the land grant provides that :

The grantee shall throughout the term of the land grant maintain at his own expense the Pedestrian Links in good and substantial repair and condition to the satisfaction of the Director.

15. Special Condition No.(20)(a) of the land grant provides that:

Except for the Pedestrian Walkway (as hereinafter defined) or other structure as may be approved in writing by the Director, no building or structure may be erected at or above the ground level of the Pink Stippled Black Circled Black Area and the portion of the lot as shown coloured pink stippled black on the plan annexed to the land grant (“**the Pink Stippled Black Area**”).

Special Condition No.(20)(b) of the land grant provides that :

The grantee shall at his own expense and in accordance with the landscape plan approved under Special Condition No.(10) landscape the Pink Stippled Black Area and the Pink Stippled Black Circled Black Area and provide at the ground level thereof a pedestrian walkway with a width of 10 meters together with such facilities including but not limited to lighting as the Director in his sole discretion may require from time to time (the “**Pedestrian Walkway**”) in all respects to the satisfaction of the Director.

Special Condition No.(20)(c) of the land grant provides that :

The grantee shall throughout the term of the land grant at all times during the existence of the Pedestrian Walkway and in compliance with any requirements which the Director may impose keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

Special Condition No.(20)(d) of the land grant provides that :

Subject to Special Condition No.(13) and except with the prior written consent of the Director, the Pink Stippled Black Area and the Pink Stippled Black Circled Black Area shall not be used for any purpose other than for the provision of the Pedestrian Walkway as provided in Special Condition Nos.(20)(a) and (b).

Special Condition No.(20)(e) of the land grant provides that :

The grantee shall throughout the term of the land grant at his own expense manage and maintain the Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.

Special Condition No.(20)(f) of the land grant provides that :

The grantee indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorised personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the grantee, his servants, workmen and contractors in connection with the provision, management and maintenance of the Pedestrian Walkway.

16. Special Condition No.(28)(a)(i) of the land grant provides 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 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 in Special Condition No.(28)(a)(i) of the land grant unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the said table.

Special Condition No.(28)(a)(iii) of the land grant provides 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 prescribed rate.

Special Condition No.(28)(a)(iv) of the land grant provides that :

The spaces provided under Special Condition No.(28)(a)(i) and (a)(iii) 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.

Special Condition No.(28)(b)(i) of the land grant provides 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 at prescribed rates in relation to the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, office, hotel, godown and petrol filling station) purposes unless the Director consents to another rate.

Special Condition No.(28)(b)(iii) of the land grant provides that :

The spaces provided under Special Condition No.(28)(b)(i)(I) and (b)(i)(II) of the land grant 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 Special Condition No.(28)(b)(i)(I) and (b)(i)(II) of the land grant 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.

Special Condition No.(28)(c)(i) of the land grant provides that :

Out of the spaces provided under Special Condition No.(28)(a)(i) and (a)(iii), 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 (“**the Parking Spaces for the Disabled Persons**”), at such rate as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of spaces provided under Special Condition No.(28)(a)(iii).

Special Condition No.(28)(c)(ii) of the land grant provides that :

The Parking Spaces of the Disabled Persons 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.

Special Condition No.(28)(d)(i)(I) of the land grant provides that :

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 (“**the Residential Motor Cycle Parking Spaces**”), at the prescribed rates unless the Director consents to another rate.

Special Condition No.(28)(d)(ii) of the land grant provides that :

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 residential units in 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.

Special Condition No.(28)(d)(iii) of the land grant provides that :

The spaces provided under Special Condition No.(28)(d)(i)(II) and (28)(d)(i)(III) of the land grant 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 occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in Special Condition No.(28)(b)(i)(I) and (28)(b)(i)(II) of the land grant 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.

Special Condition No.(28)(e) of the land grant provides that :

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles 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 at the prescribed rates unless the Director consents to another rate.

17. Special Condition No.(29)(a) of the land grant provides that :

Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the prescribed rates, and 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 in Special Condition No.(29)(a)(i).

Special Condition No.(29)(b) of the land grant provides that :

Spaces shall be provided at the ground level of the lot to the satisfaction of the Director for the picking up and setting down of passengers at a prescribed rate.

18. Special Condition No.(34) of the land grant provides that :

The parking, loading and unloading spaces and lay-bys indicated on the car park layout plan approved by and deposited with the Director shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos.(28) and (29) of the land grant. The grantee shall maintain the parking, loading and unloading spaces, lay-bys and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

19. Special Condition No.(36)(a) of the land grant provides that :

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 the Conditions of the land grant, 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 may 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.

Special Condition No.(36)(c) of the land grant provides that :

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.

Special Condition No.(36)(d) of the land grant provides that :

In addition to any other rights or remedies in the land grant provided for breach of any of the 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.

20. Special Condition No.(38) of the land grant provides 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 pay to the Government the cost thereof.

21. Special Condition No.(40) of the land grant provides 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 (“**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 (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 own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The 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 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 or the Green Area or both the lot or any part thereof 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.

22. Special Condition No.(41)(a) of the land grant provides that:

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.

Special Condition No.(41)(b) of the land grant provides that:

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.

Remarks:

The expression “grantee” as mentioned in this section means the grantee under the land grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

A. 租契規定的年期

1. 該發展項目所在土地的地段編號：將軍澳市地段第112號（「該地段」）。
2. 新批地條件編號第21567號（「批地文件」）規定的年期：由2013年4月29日開始，為期50年。

B. 車位讓與權的限制

3. 批地文件第(23)條特別條款規定：

在各方面符合批地文件一般及特別條款（「此等條款」）的規定使地政總署署長（「署長」）滿意之前，除得到署長事先書面同意並符合署長訂下的任何條件（包括署長要求須予以支付的費用）外，承批人不得：

- (a) 轉讓、放棄管有或以其他方式處置該地段或其任何部份或其中任何權益或其上的任何建築物或建築物之部份（不論是否透過直接或間接保留方式、授予優先購買權、選擇權或委託授權或各種其他方法、安排或文件），或訂立任何協議以進行上述事宜；
- (b) 依據不論目前或將來的、有條件或無條件的任何交易，直接或間接或透過律師、代理人、承辦商、受託人或透過承批人或其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以其他形式，兜攬或接受任何金錢、金錢等值物或任何種類的其他有價值代價，從而出售、轉讓或以其他方式處置或影響該地段或其任何部份或其中任何權益或其上任何建築物或建築物之部份，或訂立任何協議以進行上述事宜；
- (c) 分租該地段或其上的任何建築物或建築物之部份，或訂立任何協議以進行上述事宜，除非該地段或其上的任何建築物或建築物之部份的租賃或租約符合下列條款及條件：
 - (i) 租賃或租約年期總數不超過10年，包括任何續期權利在內；
 - (ii) 租賃或租約不得生效，直至建築事務監督按《建築物條例》及其下的任何規例和修訂法例發出涵蓋該項租賃或租約涉及的建築物或建築物之部份的估用許可證或臨時估用許可證；

- (iii) 承租人毋須支付地價；
- (iv) 應付租金不得超過全額租金；
- (v) 預付租金的期間不得超過12個曆月；
- (vi) 租賃協議或租約或者租賃或出租協議當中允許的用途須符合此等條款；
- (vii) 租賃協議或租約或租賃或出租協議的條款及條件不得違反此等條款；或

- (d) 將該地段或其任何部份或其中任何權益用作按揭或押記，但為了按照此等條款對其進行發展之目的則除外，而且只能採用建築按揭形式。為此目的，現同意建築按揭為：

- (i) 該地段乃按揭或押記予持牌銀行或按《銀行條例》第16條授權的註冊接受存款公司，用以作為已經或將會貸給承批人的款項（及其引致的利息）之擔保，而該等款項僅可用作按此等條款開發該地段和就該項開發及按揭支付有關的法律及其他專業費用（惟該等費用的總額不得超過按揭擔保的總金額之5%），不得作其他目的；

- (ii) 根據建築按揭，該等貸款（若工程已完成）將僅以認可人士（由承批人為了開發該地段而按《建築物條例》、其下的任何規例和任何修訂法例委任）不時核實為承批人就開發該地段已經招致的金額向承批人作出；

- (iii) 根據建築按揭，倘若承批人根據批地文件第(23)條特別條款申請取得署長事先書面同意以訂立任何協議處置該地段任何份數或權益連同獨家使用與管有該地段上已建或將建的建築物任何單位之權利，則承批人、承按人和保證金保存人（定義見下文）須訂立一份包含署長不時指定或要求的條款及規定的協議，包括但不限於以下條文：

- (I) 承批人或保證金保存人按該地段任何單位、份數或權益的買賣合約（其條款已獲承按人批核）（以下簡稱「買賣合約」）收到作為買價或其任何部份的一切款項，須存入保證金保存人在承按人處開立、保持及運作的指定作為開發該地段之用的銀行帳戶（以下簡稱「保證金保存人帳戶」）；

- (II) 除經承按人事先書面批准和按買賣合約的條款及署長同意的條件進行外，不得從保證金保存人帳戶支出款項；及

- (III) 承按人向承批人不可撤銷地保證，就買賣合約之下總買價已存入保證金保存人帳戶相應的任何單位、份數或權益而言，在買賣完成後，承按人將無條件地解除該單位、份數或權益使其不再作為建築按揭的擔保物；

- (iv) 根據建築按揭，承按人有責任和不可撤銷地承諾，就買賣合約之下總買價已存入保證金保存人帳戶相應的任何單位、份數或權益而言，在買賣完成後，承按人將無條件地解除該單位、份數或權益使其不再作為建築按揭的擔保物；及

- (v) 僅就批地文件第(23)條特別條款而言，「保證金保存人」指承批人當時委任作為買賣合約之下買價的保證金保存人的任何律師行。

4. 批地文件第(24)條特別條款規定：

該地段或其任何部分或其中任何權益的每一轉讓、按揭、押記、超過三年的分租、或其他讓與須在土地註冊處註冊。

5. 批地文件第(25)(a)及(b)條特別條款規定：

- (a) 儘管承批人已遵守及遵從此等條款的規定至署長滿意程度，承批人也不得轉讓、按揭、押記或放棄管有或以其他方式處置該地段或其任何部份或其中任何權益，或訂立任何與此有關的合約，但可轉讓或以其他方式處置整個該地段的不分割份數，並連同其上興建的任何一幢或多幢大廈個別樓層及單位的專有使用及估用權。即使如此，此等轉讓或其他處置仍須受以下條款規限：

- (i) 承批人須首先向署長呈交一份將由承批人與整個該地段不分割份數的承讓人訂立的公契及管理協議（如有）（下稱「公契」）並取得署長書面批准；

- (ii) 公契須採用署長批准或規定的格式以及包含其批准或規定的條文，尤其須包括具有以下效力的條文，且公契（及其任何核准修訂本）必須以註冊摘要的方式在土地註冊處針對該地段註冊；

(iii) 承批人須遵守公契經批核的各項條款及條件。未經署長事先書面批准及支付規定的收費，不得修改公契的條款及條件；

(iv) 每次轉讓或處置該地段的不分割份數時，均須受公契的規限，並享有公契的利益；

(v) 在公契內，承批人須將署長認為適當的該地段的不分割份數數目分配予該地段當中包含該地段當時的業主共同使用及受益的公共地方或設施的該等部份（下稱「公共地方」）；

(vi) 承批人不得轉讓、按揭或押記（根據批地文件第(23)(d)條特別條款的建築按揭或押記除外）或以其他方式處置或放棄管有分配予公共地方的不分割份數或其中任何權益，或訂立任何與此有關的合約，但在簽訂公契後，分配予公共地方的全部不分割份數必須轉讓及授予根據公契委任的經理人而毋須付款或代價；經理人必須以信託方式為當時該地段不分割份數全體業主的利益持有該等不分割份數；

(vii) 受制於以下(a)(viii)款，公契須規定經理人一旦被終止委任，必須將前述公共地方的不分割份數轉讓給其繼任人而毋須付款或代價；

(viii) 若根據《建築物管理條例》、按照該條例制訂的任何規例及任何修訂法例成立業主立案法團，業主立案法團可根據公契的規定，要求經理人將分配予公共地方的不分割份數轉讓給該立案法團及向其移交管理責任而毋須付款或代價；在此情況下，該業主立案法團必須以信託方式為當時該地段不分割份數全體業主的利益持有該等不分割份數。

(b) 以上(a)款不適用於：

(i) 整個該地段的轉讓、按揭或押記；及

(i) 分租建於整個該地段上的建築物之部份。

6. 批地文件特別條款第(32)(a)條規定：

縱然批地文件的各項條件都需已被遵守及依從並令署長滿意，住客車位和住客電單車車位不得：

(i) 轉讓，除非

(I) 連同該地段內的不可分割份數及獨家使用及管有該地段上已興建或將興建建築物或建築群內一個或多個住宅單位的權利；或

(II) 轉讓予已經是該地段內不分割份數及獨家使用及管有該地段上已興建或將興建建築物或建築群內一個或多個住宅單位的業主之人士；或

(ii) 分租，除非分租予該地段上已興建或將興建建築物或建築群內住宅單位的住客住宅單位的業主或住戶。

但是在任何情況下不得轉讓或分租總數超過3個住客車位及住客電單車位給予該地段已興建或將興建建築物或建築群內任何一個住宅單位的業主或住戶。

7. 批地文件第(34)條特別條款規定如下：

在存放署長批准的指明將於該地段中提供的所有停車位及上落貨車位及其他空間的布局的圖、或認可人士（於該特別條款定義）核實的圖的文本於署長前，不得進行影響該地段或其任何部分或已或擬建於其上的任何建築物或其任何部分的交易（批地文件第(23)條特別條款規定的除外）。

C. 對車位的買方造成負擔的租用條件

8. 批地文件特別條款第(2)(a)(i)條規定：

承批人須於2019年6月30日或署長批准之其他延長期限或之前自費以署長批准的方式及物料、標準、水平、定線和設計進行下列工程，以全面令署長滿意：

(I) 在批地文件所夾附的圖則以綠色顯示的日後興建公共道路範圍（下稱「綠色範圍」）進行鋪設及塑造；及

(II) 提供及興建署長自行酌情認為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱為「構築物」）

以致可在綠色範圍建造建築物及可供車輛及行人往來。

批地文件特別條款第(2)(a)(ii)條規定：

承批人須於2019年6月30日或署長批准之其他延長期限或之前自費並以達致署長滿意的方式，在綠色範圍表面整飾、建造路邊及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓接駁總水管、街燈、交通標誌、街道設施及道路標記。

批地文件特別條款第(2)(a)(iii)條規定：

承批人須自費維持綠色範圍和構築物及於其之內或之上興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器設備，以令署長滿意，直至綠色範圍按照特別條款第(3)條交回政府為止。

批地文件特別條款第(3)條規定：

僅為了進行特別條款第(2)條指明須進行的工程，承批人須於批地文件簽立之日獲授予綠色範圍的管有權。綠色範圍應在政府要求時交回政府，而於任何情況下，倘署長發信表示其滿意接受承批人完滿履行批地文件的規定，綠色範圍即被視作已交回政府。承批人管有綠色範圍期間，必須在所有合理時間允許所有政府及公共車輛及行人免費通行及經越綠色範圍，並需確保任何根據特別條款第(2)條或其他進行的工程不會干預或妨礙通行。

9. 批地文件特別條款第(9)條規定：

在沒有署長事前書面批出的同意的情況下，不得移除或干涉該地段上或鄰近該地段生長的樹木，署長於批出同意書時可按其認為適當的情況施加諸如移栽、補償美化環境或重新栽種的條件。

10. 批地文件特別條款第(10)(b)條規定：

- (i) 該地段不少於20%的面積須種植樹木、灌木或其他植物；
- (ii) 批地文件特別條款第(10)(b)(i)所述的20%其中不少於50%的部分(「綠化區」)須按照由署長自行酌情決定的位置或水平提供，以便該綠化區能被行人看見或讓進入該地段的人們可以進入；
- (iii) 署長有關承批人所提議之那些環境美化工程構成特別條款第(10)(b)(i)所述的20%的決定，是最終並對承批人有約束力；及
- (iv) 署長可以自行酌情接受承批人以其他非植物替代種植樹木、灌木或其他植物的提議。

批地文件特別條款第(10)(c)條規定：

承批人須按照經審批的園景設計圖自費在該地段進行園景工程以全面令署長滿意，在沒有署長事前的書面同意的情況下，則不得修訂、變化、改變，修改或替換經審批的園景設計圖。

批地文件特別條款第(10)(d)條規定：

承批人此後須自費維護並保持園景工程處於一個安全、清潔、整齊、整潔及健康的狀況以全面令署長滿意。

11. 批地文件特別條款第(12)(a)條規定：

除非在環境保護署署長事前書面同意的情況下，在批地文件附帶的圖則上以粉紅色黑斜綫表明的土地部分(「粉紅色黑斜綫範圍」)興建的建築物或建築群之任何部分不得用作私人住宅目的或任何對噪音敏感的用途。

12. 批地文件特別條款第(13)(a)條規定：

除特別條款第(20)(b)所述的行人道及署長的事前書面同意外，不得於批地文件附帶的圖則上以粉紅色綴黑圓圈及以粉紅色綴黑點黑圓圈標明的該地段地面層或以上土地部分(分別為「粉紅色綴黑圓圈範圍」及「粉紅色綴黑點黑圓圈範圍」)

興建或建造建築物、構築物、邊界牆、柵欄或任何建築物或構築物之支架。

13. 批地文件特別條款第(15)(a)條規定：

承批人可在該地段內興建、建造及提供署長書面批准的康樂設施及相應輔助設施(「康樂設施」)。康樂設施的種類、大小、設計、高度及佈置須根據署長的事前書面同意。

批地文件特別條款第(15)(c)條規定：

當康樂設施任何部分根據特別條款第(15)(b)條從總樓面面積計算中豁免(「受豁免設施」)的情況下：

- (i) 受豁免設施須被指定為並構成批地文件特別條款(25)(a)(v)條所述之公用部份的一部分；
- (ii) 承批人須自費保養受豁免設施使之於良好及堅固的維修和狀態，承批人還須以令署長滿意之標準運作豁免設施；及
- (iii) 受豁免設施只可供該地段上已興建或將要興建的住宅大廈之住客及其真正的訪客使用，其他人等不可使用。

14. 批地文件特別條款第(19)(a)和(b)條規定：

承批人須在特別條款第(6)條規定的時間內自費及在各方面令署長滿意鋪設、塑造、提供、建造及整飾表面分隔行人通道或路徑(連同署長以其絕對的酌情權認為需要的此類樓梯、斜道、照明及自動扶手電梯)，以署長要求或批准的位置及水平、方式、物料、標準、定線及設計，用以連接該地段上將興建的各個建築物，及該地段內包括商店、住宅大廈、休憩空間及社區設施在內的所有主要設施(該分隔行人通道或路徑連同該等樓梯、斜道、照明及扶手電梯統稱為「行人接駁設施」)。

批地文件特別條款第(19)(c)條規定：

承批人須於整個批地文件期間自費保養行人接駁設施使之於良好及堅固的維修和狀態，並令署長滿意。

15. 批地文件特別條款第(20)(a)條規定：

除行人通道(見下文所定義)或署長以書面批准的其他構築物，沒有任何建築物或構築物可在或高於「粉紅色綴黑點黑圓圈範圍」及附在批地文件的圖則以粉紅色綴黑點顯示的地段的部分(「粉紅色綴黑點範圍」)的地面豎立。

批地文件特別條款第(20)(b)條規定：

承批人須自費及按照特別條款第(10)條下批准的景觀圖則美化粉紅色綴黑點範圍及粉紅色綴黑點黑圓圈範圍及在其地面提供一寬度為10米行人通道及署長按其全權酌情決定權不時要求的該等設施包括但不限於照明(「行人通道」)，以全面令署長滿意。

批地文件特別條款第(20)(c)條規定：

承批人須在整個批租年期內的任何時間於行人通道的存在期內並履行任何署長可能施加的要求，保持行人通道免費及沒有干預24小時開放予公眾作任何合法目的以步行或以輪椅使用。

批地文件特別條款第(20)(d)條規定：

受制於特別條款第(13)條及除署長事先書面同意外，粉紅色綴黑點範圍及粉紅色綴黑點黑圓圈範圍除用作提供特別條款第(20)(a)及(b)條下規定之行人通道外不可用作其他目的。

批地文件特別條款第(20)(e)條規定：

承批人須在整個批租年期內自費管理和維持行人通道於修葺良好堅固狀態，以全面令署長滿意。

批地文件特別條款第(20)(f)條規定：

承批人彌償及須保持政府、其官員、代理人、承辦商、工人及其他任何獲其授權的人士就何種性質由承批人、其受僱人、工人及承辦商引起或與之相關就行人通道的管理和維持關聯的任何行為或遺漏的所有責任及所有訴訟、司法程序、費用、索償、開支、損失、損害、收費及需索獲得彌償。

16. 批地文件特別條款第(28)(a)(i)條規定：

須按特定比率在該地段內提供車位以停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌並屬於該地段上興建或將興建建築物之住客及其真正賓客、訪客或所邀請者的汽車(「**住客車位**」)，以令署長滿意。有關比率的計算參照根據批地文件特別條款第(28)(a)(i)條所列出的表格內該地段上興建或將興建住宅單位各自的面積計算，除非署長同意其他比率或不同於前述表格所列的住客車位的數目。

批地文件特別條款第(28)(a)(iii)條規定：

如果該地段上已興建或將興建的大廈提供超過75個住宅單位，額外的車位須按規定的比率提供，以停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌，並屬於該地段上興建或將興建建築物之住宅單位的住客及其真正賓客、訪客或所邀請者的汽車。

批地文件特別條款第(28)(a)(iv)條規定：

依據批地文件特別條款第(28)(a)(i)及(a)(iii)條提供的車位只能用作分別規定的用途並不可作其他用途，前述車位尤其不得用於儲存、展示或展出供出售或其他用途的汽車或用於提供車輛清潔及美容服務。

批地文件特別條款第(28)(b)(i)條規定：

須按特定比率在該地段內提供車位以停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌的汽車，以令署長滿意，有關比率需參照該地段上興建或將興建用作辦公用途的建築物的總樓面面積以及該地段上興建或將興建用作非工業用途(不包括私人住宅、辦公室、酒店、貨倉及加油站)的建築物的總樓面面積，除非署長同意採用另一個比率。

批地文件特別條款第(28)(b)(iii)條規定：

依據批地文件特別條款第(28)(b)(i)(I)及(b)(i)(II)條提供的車位只能用作停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌並為屬於該地段上興建或將興建建築物之估用人及其真正賓客、訪客或所邀請者的汽車以作批地文件特別條款第(28)(b)(i)(I)及(b)(i)(II)條所分別規定之用途並不可作其他用途，前述車位尤其不得用於儲存、展示或展出供出售或其他用途的汽車或用於提供車輛清潔及美容服務。

批地文件特別條款第(28)(c)(i)條規定：

在依據特別條款第(28)(a)(i)及(a)(iii)條提供的車位內，承批人須預留及指定車位用作停泊於道路交通條例、其任何下屬規例及任何修訂法例中定義的傷殘人士的汽車(「**傷殘人士專用車位**」)，傷殘人士專用車位需符合建築事務監督要求及批准的比率，但須在依據特別條款第(28)(a)(iii)條提供的車位中預留及指定最少一個此類車位。

批地文件特別條款第(28)(c)(ii)條規定：

傷殘人士專用車位只能用作停泊於道路交通條例、其任何下屬規例及任何修訂法例中定義的屬於傷殘人士的、並屬於該地段上興建或將興建建築物之住客及其真正賓客、訪客或所邀請者的汽車並不可作其他用途，前述車位尤其不得用於儲存、展示或展出供出售或其他用途的汽車或用於提供車輛清潔及美容服務。

批地文件特別條款第(28)(d)(i)(I)條規定：

須按特定比率在該地段內提供車位以停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌的電單車(「**住客電單車車位**」)，以令署長滿意，除署長同意外不得改用另一比率。

批地文件特別條款第(28)(d)(ii)條規定：

住客電單車車位只能用作停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌並屬於該地段上興建或將興建建築物之住宅物業的住客及其真正賓客、訪客或所邀請者的電單車並不可作其他用途，前述車位尤其不得用於儲存、展示或展出供出售或其他用途的汽車或用於提供車輛清潔及美容服務。

批地文件特別條款第(28)(d)(iii)條規定：

依據批地文件特別條款第(28)(d)(i)(II)及(d)(i)(III)條提供的車位只能用作停泊依道路交通條例、其任何下屬規例及任何修訂法例獲發牌並為屬於該地段上興建或將興建建築物之估用人及其真正賓客、訪客或所邀請者的電單車用作批地文件特別條款第(28)(b)(i)(I)及(b)(i)(II)條所分別規定之用途，前述車位不得用於儲存、展示或展出供出售或其他用途的汽車或用於提供車輛清潔及美容服務。

批地文件特別條款第(28)(e)條規定：

須按特定比率在該地段內提供車位以停泊屬於該地段上興建或將興建建築物之住客及其真正賓客、訪客或所邀請者的單車，以令署長滿意，除署長同意改用另一比率。

17. 批地文件特別條款第(29)(a)條規定：

須按特定比率在該地段內提供車位以供貨車上落貨物，以令署長滿意，此類車位不得用作除與有關特別條款第(29)(a)(i)條所述建築物或建築群的貨車上落貨物之外的任何用途。

批地文件特別條款第(29)(b)條規定：

該地段地面層須按特定比率提供車位讓乘客上落，以令署長滿意。

18. 批地文件特別條款第(34)條規定：

經署長批准及存放於署長處的停車場佈局圖上標示的泊車位、上落貨物車位及路邊停車位不得用作任何於批地文件特別條款第(28)及(29)條分別列明之用途以外的用途。承批人須按照前述佈局圖保養該等泊車位、上落貨物車位、路邊停車位及包括但不限於升降機、樓梯平臺和迴旋及循環區域的其他區域，除有署長批出的事前書面同意外不得變更規劃。除在前述經批准的佈局圖上標示為泊車位的位置外，該地段或其上任何建築物或構築物的任何部分不得用作泊車用途。

19. 批地文件特別條款第(36)(a)條規定：

如該地段或任何政府土地現時或以往曾經配合或因應該地段或其任何部份的塑造、平整或發展事宜或批地文件規定承批人執行的其他工程或作其他用途而進行切割、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲署長書面同意，承批人亦須按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人須在批地文件授予的整個租期期間自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令署長滿意。

批地文件特別條款第(36)(c)條規定：

無論何時，如因承批人進行塑造、平整、發展或其他工程或因其他原因導致或引起該地段內的土地或自任何毗連或毗鄰政府土地或已批租土地發生滑土、山泥傾瀉或地陷，承批人須自費還原並修葺該處，以令署長滿意，同時賠償政府、其代理及承辦商因上述滑土、山泥傾瀉或地陷蒙受、招致或引致的所有費用、收費、損害、索求及索償。

批地文件特別條款第(36)(d)條規定：

除享有批地文件訂明可就違反批地文件條件之任何其他權利或濟助外，署長有權向承批人發出書面通知，要求承批人進行、建造及維修上述土地、斜坡處理工程、護土牆、或其他支承結構、防護結構、及排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷。如承批人疏忽或未能於通知書訂明的期限內以署長滿意的方式履行通知書的要求，署長可即時執行及進行必要工程。承批人必須在接獲通知時向政府償還有關費用，以及任何行政及專業費用與收費。

20. 批地文件特別條款第(38)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，承批人須自費在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使署長滿意，並在署長可不時自行絕對酌情要求時提供上述檢驗工程的報告和資料給署長。如果承批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，而承批人須在要求時歸還政府因此產生的費用。

21. 批地文件特別條款第(40)條規定：

承批人須在任何時候，特別是進行建築、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綠色範圍或該地段及綠色範圍或其任何部份及綠色範圍之上、上面、之下或毗鄰的任何政府或其他現有的排水渠、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必要的適當勘測及瞭解，確定任何服務的現在位置及水平，並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，供他全面審批和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。承批人須履行署長在給予前述批准對服務的任何要求和承擔符合該等要求支出的費用，包括必要的改道、重鋪或修復的費用。承批人必須自費全面維修、彌補及修復工程對該地段或綠色範圍或該地段或其中任何部分連同綠色範圍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），使署長滿意。如果承批人未能對該地段或其中部分或綠色範圍或該地段或其中部分連同綠色範圍一起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，承批人須在要求時向政府支付該等工程的費用。

22. 批地文件特別條款第(41)(a)條規定：

承批人須自費建造及保養不論是否在該地段邊界內或政府土地上署長認為必要的排水渠及渠道，並使署長滿意，以便截斷與引導落下或流至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。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。

批地文件特別條款第(41)(b)條規定：

連接任何由該地段至政府雨水渠及污水渠的排水渠及污水渠之工程（當已鋪設或委託鋪設）可由署長履行，惟因而引致的任何損失或損害署長不須向承批人負責，而承批人須於政府提出索求時繳付予政府該等連接工程之費用。另一選擇是該等連接工程可由承批人自費進行使署長滿意及在此情況時，任何建築於政府土地之連接工程部份須由承批人自費保養，並須於政府提出索求時由承批人交予政府由政府日後出資保養，而承批人須於政府提出索求時繳付予政府有關該等連接工程之技術審核費用。署長可於承批人未有保養建築於政府土地該等連接工程的任何部份時，進行其認為有需要之保養工程，而承批人須於政府提出索求時繳付予政府該等工程之費用。

備註：

本節中提述「承批人」一詞指根據批地文件中的承批人和如文意允許或要求的情況下包括其遺囑執行人、遺產管理人、承讓人及（如為法團）其繼承人及承讓人。

- a) The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) 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 owner to act for the purchaser as well, and a conflict of interest arises between the owner 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) above, 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) 謹此建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），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) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人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) 如屬上述(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。

The vendor will pay or has paid (as the case may be) all outstanding Government Rent in respect of the lot from the date of the Government Grant up to and including the date of the respective assignments to the purchasers.

賣方將會或已經(視屬何情況而定)繳付有關該地段由批地文件之日期起計直至相關買方轉讓契日期(包括該日)之地稅。

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) 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賣方就發展項目的公用部份已支付的水、電及煤氣(如有)的按金的適當比例。

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 in that parking space, or the fittings, finishes or appliances as set out in the agreement for sale and purchase concerned, caused otherwise than by the act or neglect of the Purchaser.

凡車位或於買賣合約列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方的行為或疏忽造成，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，盡快自費作出補救。

Not Applicable.

不適用。

13 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 the Parking Space, agrees (at its own discretion) to cancel the 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. The purchaser who has signed an Agreement for Sale and Purchase has the 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. 買方須與賣方於正式買賣合約協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之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，或轉讓該車位，或轉移該車位的正式合約的權益。
 2. 如車位的買方有此要求，並獲賣方(按其自己的酌情決定)同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於該車位售價百份之五的款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該正式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. 已簽署正式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，並可提出要求及在支付每個要求不超過港幣一百元象徵式費用後獲提供該資料的副本。

Date on which this Sales Brochure is Printed
29 April 2016

本銷售說明書印製日期
2016年4月29日

Examination record 檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number in version with Print Date on 28th April 2016 2016年4月28日印製之版本之頁次	Page Number in revised version with Examination Date on 26th July 2016 2016年7月26日檢視之版本之頁次	Revision Made 所作修改
26 July 2016 2016年7月26日	5	5	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖

Examination / Revision Date 檢視 / 修改日期	Page Number in revised version with Examination Date on 26th July 2016 2016年7月26日檢視之版本之頁次	Page Number in revised version with Examination Date on 7th December 2016 2016年12月7日檢視之版本之頁次	Revision Made 所作修改
7 December 2016 2016年12月7日	5-6	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖

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20 January 2017 2017年1月20日	5-6	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖

Examination / Revision Date 檢視 / 修改日期	Page Number in version with Print Date on 20th January 2017 2017年1月20日印製之版本之頁次	Page Number in revised version with Examination Date on 18th April 2017 2017年4月18日檢視之版本之頁次	Revision Made 所作修改
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17 July 2017 2017年7月17日	5-6	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖

