

# PENINSULA EAST

Sales Brochure For Parking Space  
車位銷售說明書





PENINSULA  
EAST

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

9 Shung Yiu Street, 3, 5, 7, 9 and 11 Tung Yuen Street and 3 Shung Tak Wai

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

31 July 2017

“Material date” means the date on which the conditions of the land grant are complied with in respect of the Development.

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

For the purpose of the agreement for sale and purchase, 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 maybe).

**發展項目由差餉物業估價署署長確認之郵寄地址**

崇耀街9號，東源街3、5、7、9、11號及崇德圍3號

**發展項目的認可人士提供的發展項目的預計關鍵日期**

2017年7月31日

「關鍵日期」指批地文件的條件就發展項目符合的日期。

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。

為買賣合約的目的，在不局限任何其他可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。

**Vendor**

Framenti Company Limited

**Holding companies of the Vendor**

The Wharf (Holdings) Limited

Wharf Development Limited

**Authorized Person for the Development**

Ronald 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**

Hanison Contractors Limited

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

Messrs. Kao, Lee & Yip, Solicitors

The licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Development

The Hongkong and Shanghai Banking Corporation Limited

**Other person who has made a loan for the construction of the Development**

Wharf Development Limited

Wharf Finance Limited

**賣方**

Framenti Company Limited

**賣方的控權公司**

The Wharf (Holdings) Limited

Wharf Development 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**

興勝營造有限公司

就發展項目中的車位的出售而代表賣方行事的律師事務所

高李葉律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司

香港上海滙豐銀行有限公司

**已為發展項目的建造提供貸款的任何其他人**

Wharf Development Limited

Wharf Finance Limited

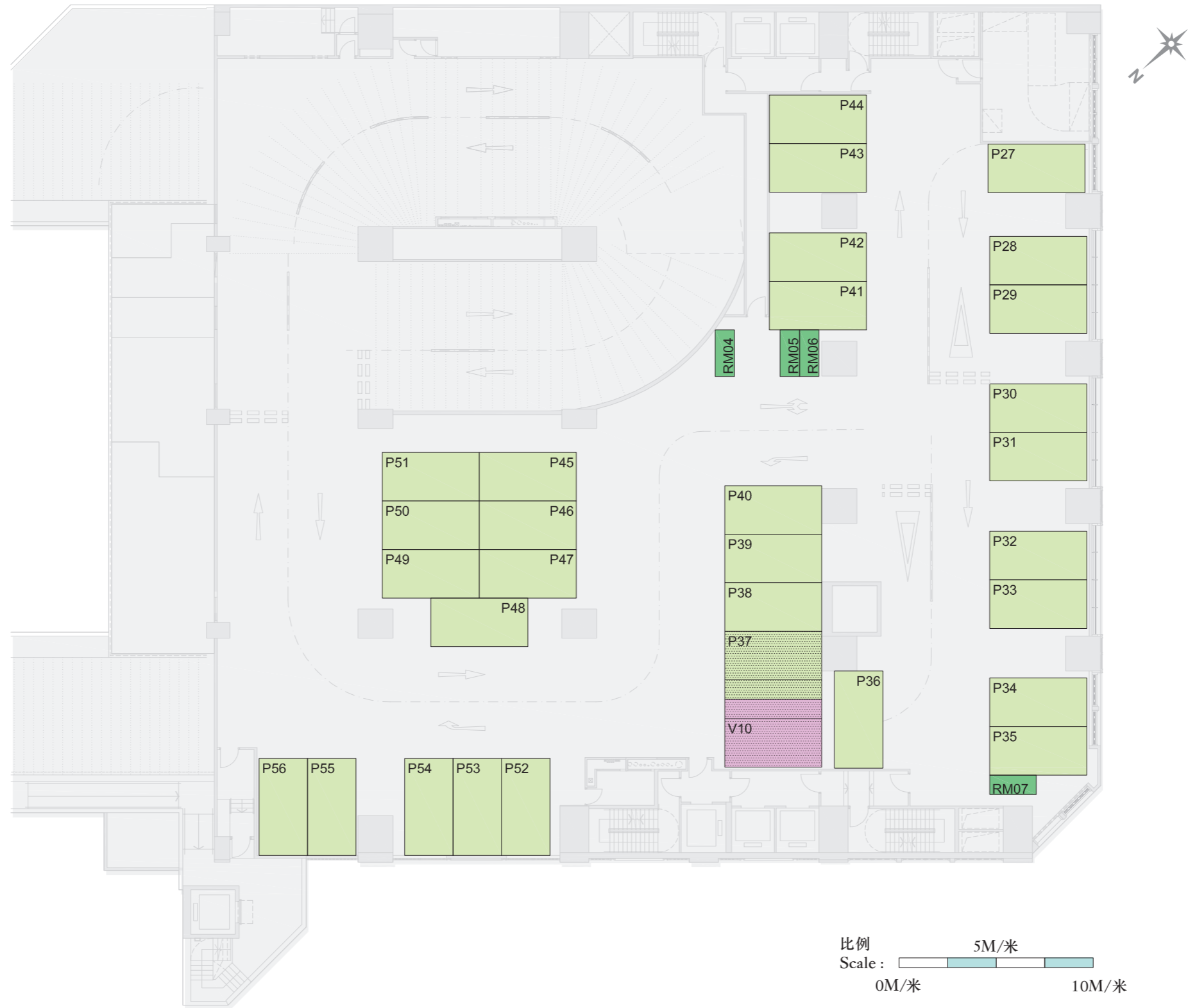
(a)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Development; 賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	Not applicable 不適用
(b)	The vendor or a building contractor for the Development is a partnership, 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 vendor 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 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 vendor 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賣方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

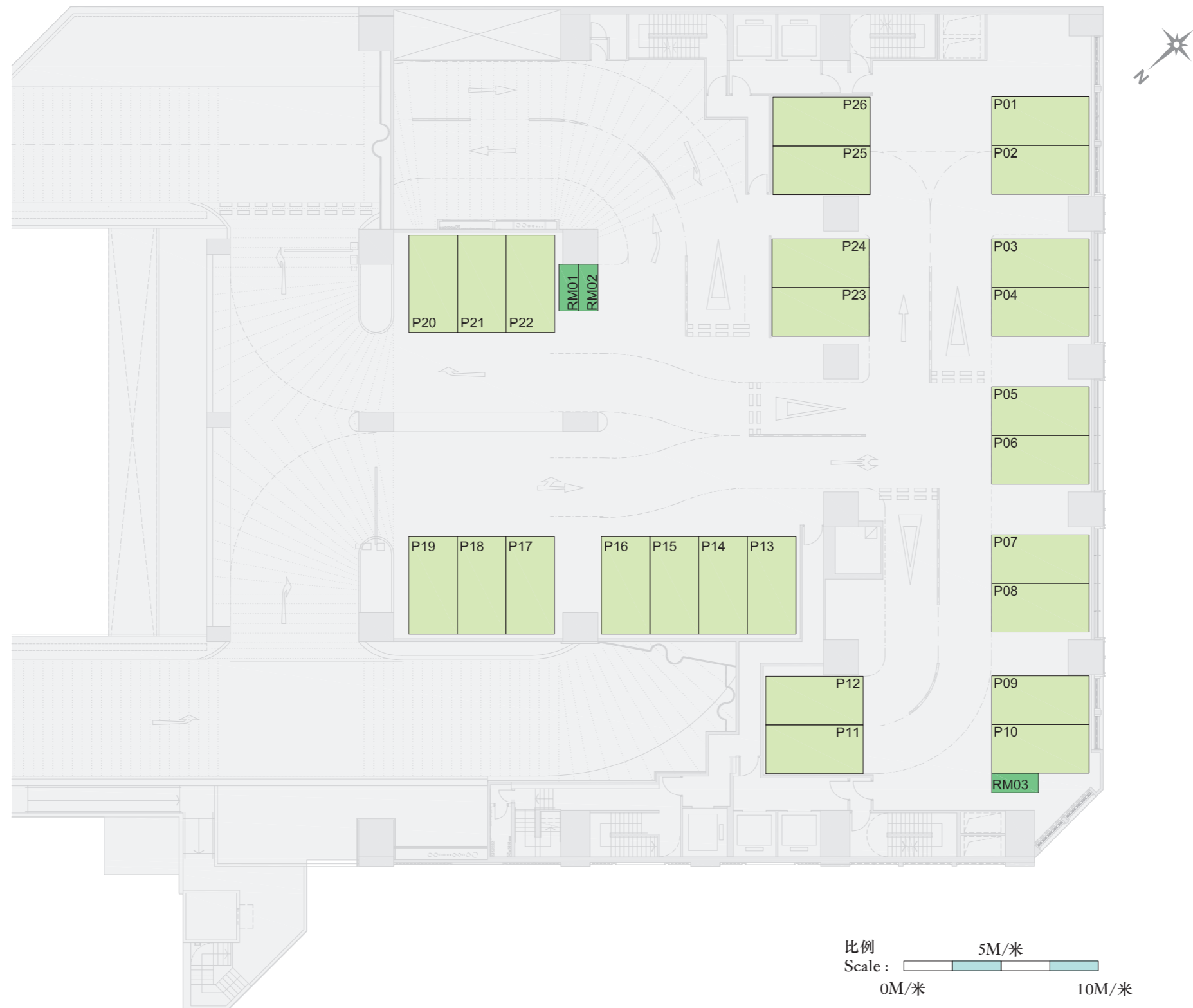
(k)	The vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、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 vendor 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賣方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

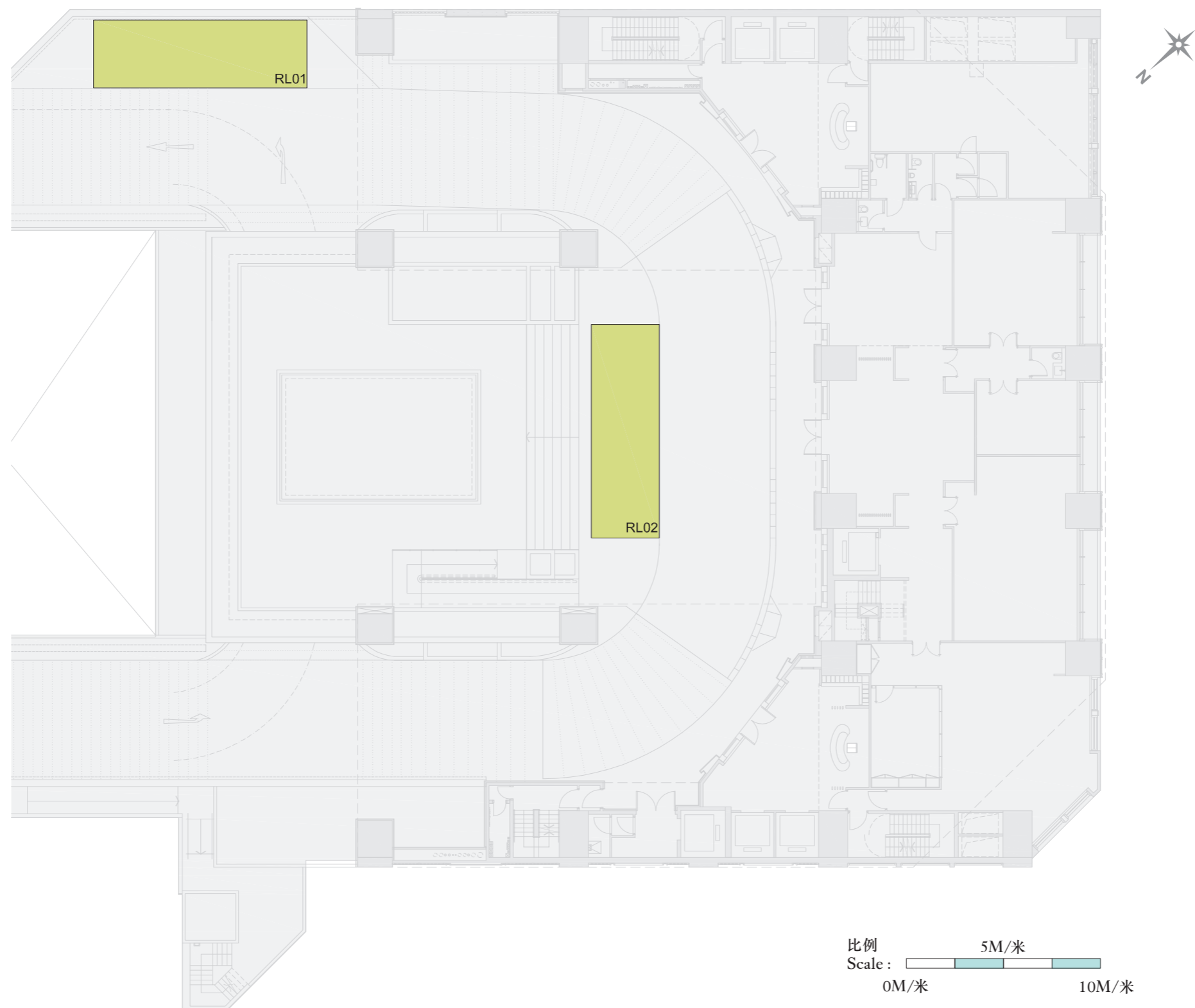
Ground Floor Plan (G/F)  
地下平面圖

2nd Floor Plan (2/F)  
2樓平面圖

3rd Floor Plan (3/F)  
3樓平面圖



5th Floor Plan (5/F)  
5樓平面圖

6th Floor Plan (6/F)  
6樓平面圖

Numbers, Dimensions and Areas of Parking Spaces  
車位數目、尺寸及面積

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 Floor 地下	Commercial Loading / Unloading Parking Space 商用上落貨停車位	L1 to L4 L1至L4	4	11.0 x 3.5	38.5
	Commercial Parking Space 商用停車位	R01 to R12, R14 to R16 R01至 R12, R14 至 R16	15	5.0 x 2.5	12.5
	Commercial Accessible (disabled) Parking Space 傷健人士商用停車位	R13 R13	1	5.0 x 3.5	17.5
	Commercial Motor Cycle Parking Space 商用電單車停車位	M01 to M02 M01至 M02	2	2.4 x 1.0	2.4
2nd Floor 2樓	Residential Parking Space 住客停車位	P57 to P67 P57 至 P67	11	5.0 x 2.5	12.5
	Residential Visitor's Parking Space 住客訪客停車位	V01 to V09 V01 至 V09	9	5.0 x 2.5	12.5
3rd Floor 3樓	Residential Parking Space 住客停車位	P27 to P36, P38 to P56 P27 至 P36, P38 至 P56	29	5.0 x 2.5	12.5
	Residential Accessible (disabled) Parking Space 傷健人士住客停車位	P37 P37	1	5.0 x 3.5	17.5
	Residential Visitor's Accessible (disabled) Parking Space 傷健人士住客訪客停車位	V10 V10	1	5.0 x 3.5	17.5
	Residential Motor Cycle Parking Space 住客電單車停車位	RM04 to RM07 RM04 至 RM07	4	2.4 x 1.0	2.4
5th Floor 5樓	Residential Parking Space 住客停車位	P01 to P26 P01 至 P26	26	5.0 x 2.5	12.5
	Residential Motor Cycle Parking Space 住客電單車停車位	RM01 to RM03 RM01 至 RM03	3	2.4 x 1.0	2.4
6th Floor 6樓	Residential Loading / Unloading Parking Space 住客上落貨停車位	RL01 to RL02 RL01 至 RL02	2	11.0 x 3.5	38.5

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 vendor, as stakeholders;
  3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement-
    - (i) that preliminary agreement is terminated;
    - (ii) the preliminary deposit is forfeited; and
    - (iii) the vendor 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，會由代表賣方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) 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。

**1. The number of undivided shares assigned to each parking space in the Development:**

		<b>No. of undivided shares allocated to each parking space</b>
(i)	Residential Parking Spaces Nos. P57 to P67 on 2/F;	13/3,563
	Residential Parking Spaces Nos. P27 to P36, P38 to P56 on 3/F;	
	Residential Parking Spaces Nos. P01 to P26 on 5/F.	
(ii)	Residential Parking Space No. P37 on 3/F	18/3,563
(iii)	Residential Motor Cycle Parking Spaces Nos. RM04 to RM07 on 3/F;	2/3,563
	Motor Cycle Parking Spaces Nos. RM01 to RM03 on 5/F.	
(iv)	Commercial Parking Spaces Nos. R01 to R12, R14 to R16 on G/F.	13/3,563
(v)	Commercial Parking Space No. R13 on G/F	18/3,563
(vi)	Commercial Motor Cycle Parking Spaces Nos. M01 to M02 on G/F	2/3,563

**2. The basis on which the management expenses are shared among the owners of the parking spaces in the Development:**

The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of

and in the Development. Part A of the Management Budget shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B, Part C and Part D of the Management Budget);

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Parking Space or Residential Motor Cycle Parking Space of which he is the owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Parking Space or Residential Motor Cycle Parking Space bears to the total number of Management Shares allocated to all Residential Parking Spaces and Residential Motor Cycle Parking Spaces of and in the Development. Part C of the Management Budget shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Parking Spaces and Residential Motor Cycle Parking Spaces or solely for the benefit of all the Owners of the Residential Parking Spaces and Residential Motor Cycle Parking Spaces excluding for the avoidance of doubt, 13.1 % of the estimated management expenditure in respect of the Residential Car Park Common Areas and Residential Car Park Common Facilities which are attributable to the use of the Visitors' Parking Spaces which shall be treated as falling within Part B of the annual Management Budget; and
- (c) Each Owner in addition to the amount payable under (a) above shall in respect of the Commercial Areas of which he is the owner contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to the Commercial Areas owned by him bears to the total number of Management Shares allocated to all the Commercial Areas. Part D of the Management Budget shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Commercial Areas or solely for the benefit of all the Owners of the Commercial Areas including but not limited to the estimated management expenditure in respect of the Commercial Loading and Unloading Parking.

**3. The basis on which the management fee deposit is fixed:**

The first Owner of each Unit shall upon the assignment of the Unit from the Registered Owner deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under the DMC a sum equivalent to three month's monthly contribution of the first year's budgeted

management expenditure and such sum shall not be used to set off against monthly contribution of the management expenditure or any other contributions to be made by him and such sum is non-refundable but transferable.

## 1. 分配予發展項目中每個停車位的不分割份數的數目：

		分配予每個停車位的不分割份數
(i)	於2樓的住客停車位P57至P67號；	13
	於3樓的住客停車位P27至P36號，P38至P56號；	
	於5樓的住客停車位P01至P26號	
(ii)	於3樓的住客停車位P37號	18
(iii)	於3樓的住客電單車停車位RM04至RM07號；	2
	於5樓的電單車停車位RM01至RM03號；	
(iv)	於地下的商用停車位R01至R12號，R14至R16號	13
(v)	於地下的商用停車位R13號	18
(vi)	於地下的商用電單車停車位M01至M02號	2

## 2. 管理開支按什麼基準在發展項目中的停車位的擁有人之間分擔：

管理人按下列原則決定每個業主須分擔管理開支的款項：

- (a) 發展項目每個單位業主須按他的單位獲分配的管理份數（按公契界定）的數目對發展項目及所有單位獲分配的管理份數的總數之比例分擔年度管理預算（按公契界定）A部分評估的款項。管理預算A部分涵蓋管理人認為歸屬該土地及發展項目或供全體業主享用的預計管理開支（不包括管理預算B部分、C部分及D部分載有的預計管理開支）；
- (b) 每位業主除了須付以上第（a）分條規定的款項外，還須就他作為每個住客停車位或每個住客電單車停車位業主按他的住客停車位或住客電單車停車位獲分配的管理份數的數目對發展項目所有住客停車位及住客電單車停車位獲分配的管理份數的總數之比例，分擔年度管理預算

C部分評估的款項。管理預算C部分載有管理人認為僅歸屬住客停車位及住客電單車停車位或僅供全體住客停車位及住客電單車停車位享有的預計管理開支，及為免存疑，不包括住客停車場公用地方及住客停車場公共設施的預計管理開支中的13.1%，該等開支須視為屬於使用訪客停車位的年度管理預算B部分之範圍；及

- (c) 每位業主除了須付以上第（a）分條規定的款項外，還須就他作為商用地方業主按他的商用地方獲分配的管理份數數目對發展項目所有商用地方獲分配的管理份數的總數之比例，分擔年度管理預算D部分評估的款項。管理預算D部分載有管理人認為僅歸屬商用地方或僅供全體商用地方業主享有的預計管理開支，包括但不限於商用上落貨停車位的預計管理開支。

## 3. 計算管理費按金的基準：

各單位的首任業主須在他接收註冊擁有人轉讓單位日，向管理人存入一筆相等於首年預計管理開支每月分擔款項的3個月款項作為保證如期支付根據公契其可能或將應付的所有金額之按金。該等款項不可用作抵銷應付的管理開支的每月分擔款項或他應付的任何其他分擔款項。該筆款項不可退還，但可轉讓。

1. The development is situated on the Remaining Portion of Yau Tong Inland Lot No.40.
2. Yau Tong Inland Lot No. 40 (“the lot”) is held under a Conditions of Exchange dated 26th July 2012 and registered in the Land Registry as Conditions of Exchange No.20171 (“the Land Grant”) for a term of 50 years commencing from 26th July 2012.
3. Special Condition No.(12) stipulates that:-  
  
No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
4. Special Condition No.(13) stipulates that:-  
  
(a) The Grantee shall submit to the Director of Planning for his written approval landscaping proposals for the lot which shall contain such information or particulars as the Director of Planning may require, such landscaping proposals to be submitted within such time limit as the Director may specify or require. No amendment, variation, alteration, modification or substitution to the approved landscaping proposals shall be made without the prior written consent of the Director of Planning.  
  
(b) The Grantee shall at his own expense on or before the 31st day of March 2018 (or within such other extended period or periods as may be approved by the Director) landscape the lot in accordance with the approved landscaping proposal to the satisfaction of the Director of Planning. The Grantee shall thereafter at his own expense keep and maintain the landscaping works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director of Planning.
5. Special Condition Nos.(27)(a) and (b) stipulate that:-  
  
(a) The Grantee shall have no right of ingress to the lot for the passage of motor vehicles except:  
  
(i) between the points X and Y through Z shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director of Lands (“Director”) or, in the event that the Pink Hatched Blue Area (as defined in the Land Grant) or

the portion thereof on which the points X,Y and Z or, as the case may be, the said other approved points (if any) are located is surrendered to the Government in accordance with Special Condition No.(11)(f)(i) of the Land Grant, between the points X1 and Y1 through Z1 shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director; and

- (ii) between the points U and V through W shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director.

(b) The Grantee shall have no right of egress from the lot for the passage of motor vehicles except:

- (i) between the points X and Y through Z shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director or, in the event that the Pink Hatched Blue Area or the portion thereof on which the points X, Y and Z or, as the case may be, the said other approved points (if any) are located is surrendered to the Government in accordance with Special Condition No.11(f)(i) of the Land Grant, between the points X1 and Y1 through Z1 shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director; and
- (ii) between the points P and Q through R shown and marked on PLAN I annexed to the Land Grant or such other points as may be approved by the Director.

6. Special Condition Nos.(28)(a)(i), (iii) and (iv), (b)(i) and (iii), (c), (d) and (e) stipulate that:-

- (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 (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 12 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2 residential units or part thereof
Not less than 160 square metres	One space for every residential unit

- (iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate:

- (I) one space for every 175 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 250

square metres or part thereof of the remaining gross floor area to be used for such purpose; and

- (II) one space for every 250 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
- (iii) The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupants of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses 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) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director:
  - (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
  - (II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(I) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
  - (III) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(II) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
  - (IV) one space out of the spaces provided in

accordance with sub-clause (a)(iii) of this Special Condition.

- (ii) The spaces to be reserved and designated for the parking of motor vehicles by disabled persons under sub-clause (c)(i) of this Special Condition (hereinafter referred to as “the Parking Spaces for Disabled Persons”) shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for 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 or occupants 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.
- (d) (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, at the following rates unless the Director consents to another rate:
  - (I) 10 percent of the total number of the Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”);
  - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition; and
  - (III) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition;

Provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any

amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (iii) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupants 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.
  - (e) (i) Each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (except the Parking Spaces for Disabled Persons) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
  - (ii) Each of the Parking Spaces for Disabled Persons shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
  - (iii) Each of the spaces provided under sub-clause (d) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
7. Special Condition Nos.(29)(a) and (b) stipulate that:-
- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
    - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading 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 unit;

- (ii) one space for every 2,500 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
  - (iii) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

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

Notwithstanding sub-clauses (a)(i), (b)(i)(I) and (b)(i)(II) of Special Condition No.(28) and sub-clauses (a)(ii) and (a)(iii) of Special Condition No.(29) of the Land Grant, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said sub-clauses by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

9. Special Condition No.(32)(a) stipulates that:-

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

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

10. Special Condition No.(34) stipulates that:

A plan approved by the Director indicating the layout of all the parking and loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos.(28), (29) and (30) of the Land Grant, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No.(22)(c) of the Land Grant, a building mortgage under Special Condition No.(22)(d) of the Land Grant, the surrender of the Pink Hatched Blue Area in accordance with Special Condition No.(11)(f) of the Land Grant or such other transactions as the Director may approve) 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 such deposit. The said parking and loading and unloading spaces indicated on the said approved plan 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 and other spaces, 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.

11. Special Condition No.(35) stipulates that:-

Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, above or within the area shown coloured pink stippled black on PLAN I annexed to the Land Grant except:

- (i) boundary walls or fences or both; and
- (ii) the Public Staircase (as defined in the Land Grant) or any part or parts thereof.

12. Special Condition Nos.(37)(a), (c) and (d) stipulate that:-

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the 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.

## 13. Special Condition No.(39) stipulates that:-

Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

## 14. Special Condition No.(40) stipulates that:-

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

## 15. Special Condition No.(41) stipulates that:-

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas or both the lot or any part thereof and the Green Areas (hereinafter collectively referred to as “the Services”).

The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The 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 Areas or both the lot or any part thereof and the Green Areas 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 Areas or both the lot or any part thereof and the Green Areas 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.

## 16. Special Condition No.(42) stipulates that:-

- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall

be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government 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.

## 17. Special Condition No.(45) stipulates that:-

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

## 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.

1. 發展項目位於油塘內地段第40號餘段。

2. 根據2012年7月26日訂立並在土地註冊處以換地條件第20171號註冊的換地條件（「批地文件」），持有油塘內地段第40號（「該地段」），自2012年7月26日起計50年。

3. 特別條件第（12）條規定：

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

4. 特別條件第（13）條規定：

(a) 承授人須在規劃署署長指定或要求的期限內提交該地段的園藝建議書，列明規劃署署長要求的資料或詳情供其作書面批准。未經規劃署署長的預先書面同意，不能對經批准園藝建議書作出任何修訂、修改、更改、改動或代替。

(b) 承授人須在2018年3月31日或之前（或署長可批准的其他延長時期內）按經批准園藝建議書自費美化該地段，使規劃署署長滿意。承授人須在其後自費保持與保養園藝工程處於安全、乾淨、整潔、井然、實用及健康狀態，完全使規劃署署長滿意。

5. 特別條件第（27）（a）和（b）條規定：

(a) 承授人無權以車輛進入該地段，除非

(i) 在批地文件附錄的圖則I上顯示與標明由X點穿過Z點至Y點或署長批准的其他地點通過或倘若按批地文件特別條件第（11）（f）（i）條將粉紅色加藍斜線區域或X、Y及Z點或（視情況而定）上述其他經批准各地點（如有）所在部分交還給政府，則在批地文件附錄的圖則I上顯示與標明由X1點穿過Z1點至Y1點或署長可批准的其他地點通過；及

(ii) 在批地文件附錄的圖則I上顯示與標明由U點穿過W點至V點或署長可批准的其他地點通過。

(b) 承授人無權以車輛離開該地段，除非

(i) 在批地文件附錄的圖則I上顯示與標明由X點穿過Z點至Y點或署長批准的其他地點通過或倘若按批地文件特別條件第（11）（f）（i）條將粉紅色加藍斜線區域或X、Y及Z點或（視情況而定）上述其他經批准各地點（如有）所在部分交還給政府，則在批地文件附錄的圖則I上顯示與標明由X1點穿過Z1點至Y1點或署長可批准的其他地點通過；及

(ii) 在批地文件附錄的圖則I上顯示與標明由P點穿過R點至Q點或署長可批准的其他地點通過。

6. 特別條件第（28）（a）（i）、（iii）和（iv）、（b）（i）和（iii）、（c）、（d）及（e）條規定：

(a) (i) 除非署長同意採用不同於以下表列明的住客停車位數目之比率設定住客停車位的數目，否則必須按以下比率對該地段已建或擬建的住宅單位面積計算之比率住客停車位在該地段內提供屬於該地段已建或擬建的建築物住宅單位的住戶和他們的真正來賓、訪客或被邀請使用者停泊他們擁有按道路交通條例、其下的任何規例及任何修訂法例領有牌照的車輛（以下簡稱「住客停車位」），使署長滿意：

每個住宅單位的面積	提供住客停車位的數目
少於40平方米	每12個住宅單位或其中部分一個車位
不少於40平方米，但少於70平方米	每8個住宅單位或其中部分一個車位
不少於70平方米，但少於100平方米	每3個住宅單位或其中部分一個車位
不少於100平方米，但少於160平方米	每2個住宅單位或其中部分一個車位
不少於160平方米	每1個住宅單位一個車位

(iii) 如果該地段已建或擬建的任何住宅單位大廈提供超過75個住宅單位，必須按每座住宅單位大廈5個車位之比率或署長批准的其他比率提供額外停車位，供該地段已建或擬建的建築物內住宅單位住戶的真正來賓、訪客或被邀請使用者停泊他們擁有按道路交

通條例、其下的任何規例及任何修訂法例領有牌照的車輛，惟至少提供一個該停車位。

(iv) 按本特別條件第（a）（i）和（a）（iii）分條提供的停車位不能用作他們分別指定以外的任何用途，及特別是上述停車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(b) (i) 除非署長同意其他比率，必須按下列比率在該地段內提供停車位作停泊車輛之用途，使署長滿意：

(I) 該地段已建或擬建作寫字樓用途的建築物的總樓面面積之首15,000平方米中每175平方米或其中部分一個停車位和餘下的總樓面面積中每250平方米或其中部分一個停車位作該用途；及

(II) 該地段已建或擬建作非工業用途（不包括住宅、寫字樓、酒店、倉庫及加油站）的建築物的總樓面面積中每250平方米或其中部分一個停車位。

(iii) 按本特別條件第（b）（i）（I）和（b）（i）（II）分條提供的停車位不得用作該地段已建或擬建的建築物佔用人和他們的真正來賓、訪客或被邀請者為了上述各分條之目的停泊他們擁有按道路交通條例、其下的任何規例及任何修訂法例領有牌照的車輛以外之任何用途，及特別是上述停車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(c) (i) 在本特別條件第（a）和（b）分條提供的停車位中，承授人須按下列比率或署長批准的其他比率保留與指定停車位，供道路交通條例、其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛：

(I) 按本特別條件第（a）（i）分條規定每200個停車位或其中部分（若該部分超過100個停車位），不少於一個停車位（惟至少保留與指定一個停車位）；

(II) 按本特別條件第（b）（i）（I）分條規定每

200個停車位或其中部分（若該部分超過100個停車位），不少於一個停車位（惟至少保留與指定一個停車位）；

(III) 按本特別條件第 (b) (i) (II) 分條規定每200個停車位或其中部分（若該部分超過100個停車位），不少於一個停車位（惟至少保留與指定一個停車位）；及

(IV) 按本特別條件第 (a) (iii) 分條提供的停車位中一個停車位。

(ii) 按本特別條件第 (c) (i) 分條保留與指定供傷殘人士停泊車輛的停車位（以下簡稱「傷殘人士停車位」）須設在署長書面批准的位置及樓層。

(iii) 傷殘人士停車位不得用作屬於該地段已建或擬建的建築物之住戶或佔用人和他們的真正來賓、訪客或被邀請者，供道路交通條例、其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛以外之任何用途，及特別是上述停車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(d) (i) 除非署長同意其他比率，必須按下列比率在該地段內提供停車位，供按道路交通條例、其下的任何規例及任何修訂法例獲發牌的電單車作停泊用途，使署長滿意：

(I) 按本特別條件第 (a) (i) 分條規定需要提供總住客停車位之百分之十（10%）（以下簡稱「住客電單車停車位」）；

(II) 按本特別條件第 (b) (i) (I) 分條規定需要提供總停車位之百分之十（10%）；及

(III) 按本特別條件第 (b) (i) (II) 分條規定需要提供總停車位之百分之十（10%）；

但是如果提供的停車位數目是小數，應四捨五入取其整數。

(ii) 住客電單車停車位不得用作該地段已建或擬建的建築物住戶和他們的真正來賓、訪客或被邀請者停泊他們擁有按道路交通條例、其下的任何規例及任何修訂法例領有牌照的電單車以外之任何用途，及特別是上述停車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(iii) 按本特別條件第 (d) (i) (II) 和 (d) (i) (III) 分條提供的車位不得用作該地段已建或擬建的建築物住戶或佔用人和他們的真正來賓、訪客或被邀請者停泊他們擁有按道路交通條例、其下的任何規例及任何修訂法例領有牌照的電單車以外之任何用途，及特別是上述停車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(e) (i) 按本特別條件第 (a) 及 (b) 分條提供的每個停車位（傷殘人士停車位除外）的面積應為2.5米闊 × 5.0米長 × 至少2.4米高。

(ii) 每個傷殘人士停車位的面積應為3.5米闊 × 5.0米長 × 至少2.4米高。

(iii) 按本特別條件第 (d) 分條提供的每個車位的面積應為1.0米闊 × 2.4米長 × 至少2.4米高或署長可批准的其他最少高度。

7. 批地文件特別條件第 (29) (a) 和 (b) 條規定：

(a) 必須按下列比率在該地段內提供上落貨停車位作貨車裝卸用途，使署長滿意：

(i) 該地段已建或擬建的建築物內每800個住宅單位或其中部分或按署長批准的其他比率一個上落貨停車位，惟該地段已建或擬建的每座住宅單位大廈至少有一個上落貨停車位，該上落貨停車位須設置在每個住宅單位大廈旁邊或之內；

(ii) 該地段已建或擬建的建築物作寫字樓用途的總樓面面積的每2,500平方米或其中部分一個上落貨停車位；及

(iii) 該地段已建或擬建作非工業（不包括住宅、寫字樓、酒店、倉庫及加油站）用途的建築物總樓面面積的每1,000平方米或其中部分一個裝上落貨停車位。

(b) 按本特別條件第 (a) 分條規定提供的上落貨停車位面積應為3.5米闊 × 11.0米長 × 至少4.7米高，該上落貨停車位不能用作有關建築物的貨車裝卸以外之任何用途。

8. 特別條件第 (30) 條規定：

即使批地文件特別條件第 (28) 條的第 (a) (i)、(b) (i) (I) 及 (b) (i) (II) 分條和特別條件第 (29) 條的第 (a) (ii) 和 (a) (iii) 分條規定，承授人對上述各分條要求提供的各有關停車位數目可增加或減少不超過5%，惟上述增加或減少的總車位數目不能超過50個。

9. 特別條件第 (32) (a) 條規定：

(a) 住客停車位及住客電單車停車位不能

(i) 轉讓，除非

(I) 連同該地段的不可分割份數及該地段已建或擬建大廈住宅單位的獨家使用及管有權利；或

(II) 給已經是該地段的不可分割份數及獨家使用及管有該地段已建或擬建建築物內住宅單位的權利的業主之人士；或

(ii) 分租，除非給該地段已建或擬建建築物內住宅單位的住戶，

但是在任何情況下，不得轉讓或分租總數超過3個住客停車位和住客電單車停車位給予該地段已建或擬建建築物內任何一個住宅單位的業主或住戶。

10. 特別條件第 (34) 條規定：

經署長批准顯示按批地文件特別條件第 (28)、(29) 及 (30) 條在該地段內提供的所有停車位及上落貨停車位的平

面圖或經認可人士（按建築物條例、其下的任何規例及修訂法例界定）核證的圖則副本須提交給署長寄存。在上述提交寄存之前，不能對涉及該地段或其中任何部分或在該地段已建或擬建的任何建築物或任何建築物部分進行交易（惟按批地文件特別條件第（22）（c）條訂立租賃協議或契據或該等租賃協議或契據的協議及按批地文件特別條件第（22）（d）條訂立的建築按揭契據或按批地文件特別條件第（11）（f）條交回粉紅色加藍斜線區域或署長可批准的其他交易則不受此限）。上述已批准圖則列明的停車位及上落貨停車位不能用作批地文件特別條款第（28）及（29）條指定用途以外的其他用途。承授人須按經批准圖則保養停車位、上落貨停車位及其他區域，包括但不限於升降機、樓梯平台、轉動及迴旋處，及未經署長的預先書面同意，不能改動該平面圖。除了經批准圖則指定的停車位外，該地段或其上的任何建築物或構築物不得用作泊車用途。

11. 特別條件第（35）條規定：

未經署長的預先書面同意，不能在批地文件附錄的圖則I上用粉紅色加黑點顯示的區域上面、之上、上方或之內搭建或興建或安置建築物或構築物或任何建築物或構築物的承托物，除了：

- (i) 圍牆或圍欄或兩者；及
- (ii) 公共樓梯或其中任何部分。

12. 特別條件第（37）（a）、（c）及（d）條規定：

(a) 如果任何土地需要或已經被分割、移除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該地段內或任何政府土地內，旨在塑造、平整或開發該地段或其中任何部分或承授人按本條件需要進行的任何其他工程或作任何其他用途，承授人須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承授人須在批地文件同意批出的年期間自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於妥善與充足的維修及狀況，使署長滿意。

(c) 倘若因為承授人進行任何塑造、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，承授人須自費進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、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條件的任何其他權利或濟助外，署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程，承授人須在要求時歸還政府因此產生的費用連同任何行政費及專業費用及開支。

13. 特別條件第（39）條規定：

如果已安裝預應力地樁，在開發或重建該地段或其中任何部分時，承授人須在預應力地樁整個使用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。如果承授人不理會或未能進行要求的檢查工程，署長可立即進行上述檢查工程，承授人須在要求時付還上述開支給政府。

14. 特別條件第（40）條規定：

(a) 倘若從該地段或開發該地段所影響的其他區域引致泥土、廢石方、瓦礫、建築廢料或建材（以下簡稱「廢料」）遭侵蝕、流入或傾倒到公共巷徑、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產業（以下簡稱「政府產業」），承授人須自費清理該等廢料並修復對政府產業造成的損壞。承授人須對上述侵蝕、流入或傾倒對私人產業造成的任何損壞或滋擾所引致的一切訴訟、索償及要求向政府作出彌償。

(b) 儘管本特別條件第（a）分條有所規定，署長可以（惟沒有義務）應承授人要求清理該等廢料並修復對政府產業造成的損壞。承授人須根據求時向政府支付有關費用。

15. 特別條件第（41）條規定：

承授人須在任何時候，特別是在任何建築、保養、翻新或維修

工程（以下簡稱「工程」）期間，採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施，避免對該地段或其中任何部分或綠色區域或該地段或其中任何部分或綠色區域兩者之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下合稱「服務」）造成任何損壞、干擾或阻塞。承授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查詢，確定任何服務的現況及層面，並提交處理任何可能受工程影響的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建議作出的書面批准後才能進行該等工程。承授人必須履行署長於批准上述建議時對服務施加的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復以任何方式進行上述工程對該地段或綠色區域或該地段或綠色區域兩者或該等服務造成的任何損壞、干擾或阻塞（除了明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責修復，除非他另作選擇，承授人須在要求時向政府支付該等工程的費用），使署長滿意。如果承授人未能對該地段或其中任何部分或綠色區域或該地段或其中任何部分或綠色區域兩者或該等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，承授人須在要求時向政府支付該等工程的費用。

16. 特別條件第（42）條規定：

(a) 承授人須自費建造及保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，並使署長滿意，以便截斷與引導落在或流進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。承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠（如已建及試用）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授人負責，承授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授人自費進行，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，必須由承授人自費保養，直至要求時由承授人移交給政府，由政府出資負責往後的保養，承授人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承授人未能保養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，承授人須在要求時向政府支付上述工程費用。

17. 特別條件第(45)條規定：

不能在該地段搭建或製作墳墓或骨灰龕，亦不能在其內或其上用陶罈、骨灰甕或其他形式埋葬或存放人類遺骸或動物遺骸。

備註：

本部分提及的「承授人」指批地文件下的承授人，並在上下文義允許或要求之下包括他的遺囑執行人、遺產管理人及受讓人，而如果是法人團體，包括他的繼承人及受讓人。

- a) The purchaser is hereby 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) 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 of a parking space is liable for the Government rent of that parking space up to and including the date of completion of the sale and purchase of that parking space.

車位賣方有法律責任繳付該車位直至該車位買賣完成日（包括該日）為止之地稅。

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for a due proportion of the deposits for water, electricity and gas (if any) to the common part of the Development whether or not the amount of deposits is yet to be ascertained at the date on which this sales brochure is printed.

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發展項目公用部分的水、電力及氣體的按金（如有）的適當分攤，不論於本銷售說明書印製日期按金之金額已經確定與否。

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, remedy any defects to the parking space purchased by the Purchaser, caused otherwise than by the act or neglect of the Purchaser.

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

1. The Land Grant requires the owners of the parking spaces in the Development to maintain slopes at their own costs.
2. Special Condition No.(37)(a) of the Land Grant stipulates 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 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.”
3. Each of the owners of the parking spaces is obliged to contribute towards the costs of the maintenance work.
4. The plan for the slopes, retaining walls and related structures constructed or to be constructed within or outside the land on which the Development is situated (as shown coloured ■ for identification purposes only) is set out below.
5. Clauses (1)(au) and (bi) of Sub-section B of Section VI of the Deed of Mutual Covenant stipulates that:-

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

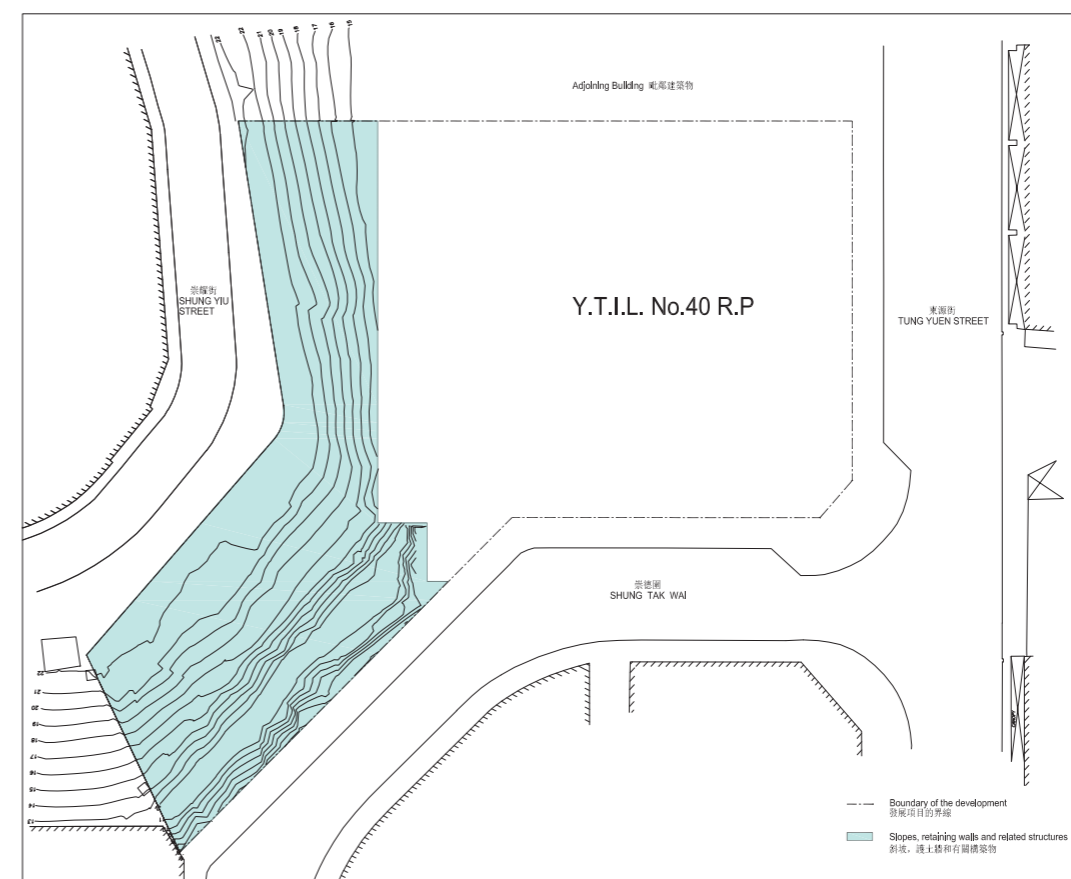
To have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls or other structure in compliance with the Government Grant and in accordance with the maintenance manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works in respect thereof. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed; and

To maintain all areas slopes open spaces and facilities as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.”

1. 批地文件規定發展項目中的車位的擁有人須自費維修斜坡。
2. 批地文件特別條款第(37)(a)條訂明：如為或有關奠基、平整或開發該地段或其任何部分或任何等條款要求承授人須進行的工程或任何其他用途而需要任何切割、移除或向後移任何土地或需要進行任何建設或填補或任何斜坡護理工程，不論有否署長事前書面同意及不論是否與該地段內或任何政府土地上，承授人將須自資進行及興建當時需要或其後任何時間需要之該等斜坡護理工程、護土牆或其他支撐、保護、排水或附帶或任何工程，以保護及支撐於該地段內的該等土地及任何相鄰或鄰近之政府或出租土地，避免及防止其後發生任何傾斜、滑坡或下陷。承授人亦須於任何時候維持上述土地、斜坡護理工程、護土牆或其他支撐、保護、排水或附帶或任何工程處於良好維修及狀況，以令署長滿意。
3. 每名車位的擁有人均須分擔維修工程的費用。
4. 顯示該斜坡，已經或將會在發展項目所位於的土地之內或之外建造的護土牆及有關構築物（以■色顯示，僅供識別用途）的圖則如下。
5. 公契第VI部B分部第(1)(au)及(bi)條訂明：管理人須根據本公契以妥善方式管理該土地及發展項目，及除非本公契另有明文規定，管理人須負責及具有充分及不受限制的授權作出妥善管理該土地及發展項目所必須或適當的所有行為及事情。在任何方面不限制上述一般適用範圍下，管理人具有下列職責及權力，即：

由擁有人授予全權以聘請合適資格人士視察、保持及保養斜坡及護土牆或其他構築物於修繕妥當的狀態，以遵行批地文件及根據斜坡及護土牆維修手冊，尤其是根據相關政府部門不時發出有關斜坡及護土牆及相關構築物的所有指引，及向擁有人索取進行該等保養、維修及任何其他工程而其合法招致或將招致的費用。就本條而言，管理人須包括業主立案法團（如已成立）；及

按批地文件列明的方式管理所有批地文件規定的地方、斜坡、休憩用地及設施。



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 specified in the Agreement for Sale and Purchase, 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 under an Agreement for Sale and Purchase 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 five percent (5%) of the purchase price of the Parking Space specified in the Agreement for Sale and Purchase 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 calendar 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的協議，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正式買賣合約所指定的車位，或轉讓該車位，或轉移該車位的正式合約的權益。
  2. 如車位正式買賣合約的買方有此要求，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正式買賣合約所指定的車位總售價百分之五的款額。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曆月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

Date on which this Sales Brochure is Printed  
2 April 2015

本銷售說明書印製日期  
2015年4月2日







