

The background of the entire page is a delicate watercolor illustration of various flowers and leaves. The colors are soft and muted, including pale greens, light yellows, and off-whites. The style is painterly and ethereal, with visible brushstrokes and a sense of lightness. The flowers are scattered across the page, with some larger, more detailed blooms in the foreground and others fading into the background.

ONE HOMANTIN

SALES BROCHURE FOR PARKING SPACE
車位銷售說明書

ONE HOMANTIN

1 | INFORMATION ON THE DEVELOPMENT

發展項目的資料

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

1 Sheung Foo Street*

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

31 May 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).

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

發展項目由差餉物業估價署署長確認之郵寄地址

常富街1號*

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5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。

* 此臨時門牌號數有待發展項目建成時確認

Vendor

Easy Merit Holdings 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

Chan Wan Ming

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

P & T Architects and Engineers Limited

Building contractor for the Development

Hanison Contractors Limited

The firm of solicitors acting for the owner in relation to the sale of residential properties in the Development

Baker & McKenzie

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

The Royal Bank of Scotland Public Limited Company, Hong Kong Branch

China Construction Bank Corporation Hong Kong Branch

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

Wheelock Finance Limited

賣方

Easy Merit Holdings 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

陳韻明

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

巴馬丹拿建築及工程師有限公司

發展項目的承建商

興勝營造有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

貝克•麥堅時律師事務所

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

蘇格蘭皇家銀行有限公司香港分行

中國建設銀行股份有限公司香港分行

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 company 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）的董事或公司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 company 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）的董事或公司秘書屬上述認可人士的有聯繫人士的家人；	No 否
(g)	The vendor or 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 company 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）的董事或公司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 company 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、董事或公司秘書；	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 company 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、董事或公司秘書；	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

B1/F FLOOR PLAN

地庫 1 樓平面圖



G/F FLOOR PLAN

地下平面圖

Scale 比例 :

M/米

0

10

20



Residential Loading
& Unloading Space
住客上落貨位

Refuse Collection
Vehicle Parking Space
垃圾車停車位



4

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT
發展項目中的停車位的樓面平面圖

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

Floor 層數	Category of Parking Spaces 停車位類別	Parking Space Number 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)
Basement 1 Floor 地庫1樓	<div></div> Residential Parking Space 住客停車位	1 to 39 41 to 134 1 至 39 41至134	133	5.0 x 2.5	12.5
	<div></div> Residential Visitor's Parking Space 住客訪客停車位	V1 to V10 V12 to V15 V1 至 V10 V12 to V15	14	5.0 x 2.5	12.5
	<div></div> Residential Accessible (disabled) Parking Space 傷健人士住客停車位	40 40	1	5.0 x 3.5	17.5
	<div></div> Residential Visitor's Accessible (disabled) Parking Space 傷健人士住客訪客停車位	V11 V11	1	5.0 x 3.5	17.5
	<div></div> Residential Motor Cycle Parking Space 住客電單車停車位	M1 to M15 M1 至 M15	15	2.4 x 1.0	2.4
Ground Floor 地下	<div></div> Residential Loading & Unloading Space 住客上落貨位	L/UL No.1 to L/UL No.3 L/UL No.1 至 L/UL No.3	3	11.0 x 3.5	38.5
	<div></div> Refuse Collection Vehicle Parking Space 垃圾車停車位	RCV RCV	1	12.0 x 5.0	60.0

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。

6 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. Number of Undivided Shares assigned to each parking space in the Development

Undivided Shares are allocated to each Parking Space. They are set out in the table below.

Space Type	No. of Spaces	Undivided Shares
Parking Spaces for cars	133	1,729 / 33,131 (13 / 33,131 Shares per Parking Space)
Parking Spaces for motor cycles	15	30 / 33,131 (2 / 33,131 Shares per Parking Space)
TOTAL		1,759 / 33,131

2. Basis on which the Management Expenses are shared among the owners of parking spaces in the Development

Each owner shall contribute towards the Management Expenses (which shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Development, and shall be based on the budget prepared by the Manager) (including the Manager's Remuneration) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Unit. In general:

- the owners shall contribute towards the Management Expenses relating to the Development Common Parts in proportion to the Management Shares allocated to their Units;
- the owners of Parking Spaces shall contribute towards 89% of the Management Expenses relating to the Parking Common Parts in proportion to the Management Shares allocated to their Parking Spaces.

The number of Management Shares of a Parking Space is the same as the number of Undivided Shares allocated to that Parking Space. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all Parking Spaces in the Development is 1,759. The total number of Management Shares in the Development is 33,031.

3. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3 months' monthly management fee.

1. 分配予發展項目中各車位的不分割份數的數目

發展項目中的各車位配有不分割份數。詳細的分配狀況，請參閱下表。

車位種類	車位數目	不分割份數
私家車停車位	133	1,729 / 33,131 (每車位13 / 33,131份)
電單車停車位	15	30 / 33,131 (每車位2 / 33,131份)
總數		1,759 / 33,131

2. 在發展項目中各車位業主之間分擔管理開支的基準

每名業主須根據其單位分配到的管理份數按公契指明的方式、金額及比例分擔發展項目的管理開支(指管理發展項目時必須地和合理地招致的支出、費用及收費，且須基於管理人擬定之預算)(包括管理人之酬金)。一般而言：

- 業主須按分配到其單位之管理份數之比例分擔有關發展項目公用部分之管理開支；
- 車位業主須按分配到其車位之管理份數之比例分擔有關車場公用部分之管理開支之89%。

每個車位之管理份數相等於其獲分配之不分割份數，唯發展項目不分割份數總數與發展項目管理份數總數不同。所有車位之管理份數總數為1,759。發展項目之管理份數總數為33,031。

3. 計算管理費按金的基準

管理費按金相等於三個月之管理費。

7 SUMMARY OF LAND GRANT

批地文件的摘要

1. The lot number of the land on which the Development is situated: Kowloon Inland Lot No.11228.
2. The term of years under the lease: 50 years from 11 July 2013.
3. The restrictions on alienation of the parking spaces:

The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

- (i) assigned except:
 - (I) together with a residential unit in the Development; or
 - (II) to a person who is already the owner of a residential unit in the Development; or
- (ii) underlet except to residents of the residential units in the Development

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 Development.

4. The lease conditions that are onerous to a purchaser of parking space:

- (a) The Purchaser shall:
 - (i) within 60 calendar months from the date of the Land Grant (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 roads shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as “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 (hereinafter collectively referred to as “the Structures”) so that building, vehicular and pedestrian traffic may be carried on the Green Area;
 - (ii) within 60 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense and to the 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, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

- (iii) 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 re-delivered in accordance with the Land Grant.

- (b) Prior to the re-delivery of the Green Area to the Government in accordance with the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director maintain the Road or the substitute carriageway and footpath as diverted under the Land Grant.
- (c) The Development is required to be completed and made fit for occupation on or before 30 September 2018.
- (d) The grantee shall throughout the tenancy: (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto, and (ii) maintain all buildings erected in good and substantial repair and condition.
- (e)
 - (i) The grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in the Land Grant.
 - (ii) Not less than 20% of the area of the land shall be planted with trees, shrubs or other plants. Not less than 50% of the said 20% (“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 grantee shall at his own expense landscape the land 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.
 - (iv) The grantee shall 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.
- (f)
 - (i) Spaces shall be provided within the land 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 Development and their bona fide guests, visitors or invitees (“the Residential Parking Spaces”) at a prescribed rate.

- (ii) Additional spaces shall be provided within the land to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amendment legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Development at a prescribed rate (“the Visitors’ Parking Spaces”).

- (iii) Out of the spaces provided under (i) and (ii) above, 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 and belonging to the residents of the Development and their bona fide guests, visitors or invitees (“the Parking Spaces for the Disabled Persons”) at a prescribed rate.

- (g) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Development and their bona fide guests, visitors or invitees (“the Motor Cycle Parking Spaces”) at a prescribed rate.

- (h) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles (“the Loading and Unloading Spaces”) at a prescribed rate.

- (i) The grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulations areas in accordance with the car park layout plan approved by and deposited with the Director.

- (j) 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 of 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.

7 SUMMARY OF LAND GRANT

批地文件的摘要

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.

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.

- (k) Where prestressed ground anchors have been installed, upon development or redevelopment of the land or any part thereof, the grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors to the satisfaction of the Director.
- (l) 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 land 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 land.

The works of connecting any drains and sewers from the land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director 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.

- (m) The grantee shall at his own expense maintain those recreational facilities in the land which is exempted from the gross floor area calculation pursuant to the Land Grant (“the Exempted Facilities”) in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the residential units in the Development and their bona fide visitors and by no other person or persons.
- (n) There are some hoardings and fences existing on the land and some of such hoardings and fences straddle or project over the adjoining Government land at or near Fat Kwong Street (all such hoardings and fences including all lightings thereof whether within the land or straddle or project over the adjoining Government land are hereinafter collectively referred to as “the Existing Structures”). The grantee shall at his own expense demolish and remove the Existing Structures from the land and the adjoining Government land within such time as may be required by the Director and shall thereafter reinstate and make good the affected adjoining Government land in all respects to the satisfaction of the Director. The grantee shall be solely responsible at his own expense for the maintenance and repair of the Existing Structures in all respects to the satisfaction of the Director prior to their demolition and removal. The Government gives no warranty, expressed or implied, as to the physical state, condition and safety of the Existing Structures or any part thereof and will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the grantee by reason of the presence of the Existing Structures and the grantee indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence or subsequent demolition and removal of the Existing Structures.
- (o) No tree growing on the land 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.
- (p) (i) The Residential Parking Spaces 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 residents of the residential units in the Development 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.

- (ii) The Visitors’ Parking Spaces 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 bona fide guests, visitors or invitees of the residents of the residential units in the Development 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 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 Development 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.
- (iv) The Disabled Parking Spaces 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 Development and their bona fide guests, visitors or invitees and such 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.
- (v) The Loading and Unloading 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 erected or to be erected on the lot.
- (q) (i) 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.

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- (ii) Notwithstanding paragraph (i) above, 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.
- (r) (i) The grantee acknowledges that some road works, structures, facilities or installations for the operation of the intended road scheme which at the date of this Agreement is referred to as the Central Kowloon Route (hereinafter referred to as “the Central Kowloon Route”) may be constructed or installed within the underground stratum of the nearby land to the south of the lot.
- (ii) No building works, ground investigation or any other works on or within the lot or any part thereof shall damage, interfere with or endanger any works, structures, facilities or installations or the safety of the Central Kowloon Route. The decision of the Director as to what constitutes damage to, interference with or danger to the works, structures, facilities or installations or safety of the Central Kowloon Route shall be final and binding on the grantee. The grantee shall at his own expense take such precautions and measures as may be required by the Director to ensure that the works, structures, facilities, installations and operation of the Central Kowloon Route shall not be damaged, interfered with or endangered by any works to be carried out on or within the lot.
- (iii) The grantee shall, before any building works shall be commenced on the lot, submit to the Director for his approval in writing proposals on the design of the foundation of the development on the lot and shall implement the approved proposals at his own expense and in all respects to the satisfaction of the Director.
- (iv) The grantee shall satisfy himself as to the extent of the Central Kowloon Route and shall not make any claim against the Government, or the Director and his officers, contractors, agents and workmen or other person authorized by the Director for any loss, damage, nuisance, disturbance, annoyance or detriment of any kind whatsoever to the grantee caused by or arising whether directly or indirectly out of or in connection with the construction, installation, maintenance, presence or operation of the Central Kowloon Route.
- (s) 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 land or any part thereof or the Green Area or both the land or any part thereof and the Green Area (“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 land or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the grantee shall pay to the Government on demand the cost of such works). If the grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the land 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.

- (t) (i) Except with the prior written consent of the Director of Water Supplies, no building or structure or support for any building or structure (other than existing building or structure or support thereof) shall be erected or constructed or placed on, over, under, above, below or within the areas of the lot enclosed by dashed black lines shown and marked “WWR” on the plan annexed hereto (hereinafter referred to as “the Waterworks Reserve Area”). No material, object or obstruction of any kind shall be placed or stacked nor vehicles (except those that can be readily driven away) be parked on or within the Waterworks Reserve Area. The decision of the Director of Water Supplies as to whether the vehicles can be readily driven away shall be final and binding on the grantee.

- (ii) No planting except turfing shall be permitted within the Waterworks Reserve Area.
- (iii) Except with prior written consent of the Director of Water Supplies, site formation works shall be prohibited within the Waterworks Reserve Area.
- (iv) The grantee acknowledges that as at the date of this Agreement there are some water mains existing within the Waterworks Reserve Area (hereinafter referred to as “the Existing Water Mains”). The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the grantee by reason of the presence of the Existing Water Mains and the grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Water Mains.
- (v) No removal or relocation of the Existing Water Mains shall be carried out without the prior written approval of the Director of Water Supplies who may, in granting such approval, impose such conditions as he may deem appropriate.
- (vi) Without prejudice to (v) above, if relocation of the Existing Water Mains is required by the grantee, the grantee shall submit the proposed routing to the Director of Water Supplies for his approval and shall bear all costs arising out of the relocation. Upon relocation of the Existing Water Mains, such part or parts of the lot on, over, under, above, below or within which the new water mains are laid shall be deemed to be included as and shall form part of the Waterworks Reserve Area and for the avoidance of doubt and unless otherwise stated, any reference to Government water mains in (vii) and (viii) below shall include the new water mains.
- (vii) The grantee shall pay to the Government on demand the cost of repair and reinstatement to any Government water mains, valves, valve pits, chambers or structures and the like relating to the Government water mains which the Director at his sole discretion may consider necessary at any time during the term of the Land Grant as a result of damage caused by the grantee or other activities carried out on, over, under, above, below or within the lot by the grantee, his servants, workmen and contractors and the grantee shall indemnify the Government against any such claims, actions or demands arising therefrom.

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- (viii) There is reserved unto the Government and the Director of Water Supplies, its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the Government water mains, valves, valve pits, chambers or structures and the like relating to the Government water mains running across, through or under the Waterworks Reserve Area.
- (ix) The Government, the Director of Water Supplies and any of the class of persons referred to in (viii) above shall have no liability whatsoever to the grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee arising out of or incidental to the exercise by it or them of the right of ingress, egress and regress referred under (viii) above and no claim whatsoever shall be made against it or them by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (u) Upon any failure or neglect by the grantee to perform, observe or comply with the Land Grant the Government shall be entitled to re-enter upon and take back possession of the land or any part thereof and all or any buildings, erections and works on the land or any part thereof. Upon re-entry: (a) the grantee right on the part of the land re-entered shall absolutely cease and determine; (b) the grantee's shall not be entitled to any refund of premium, any payment or compensation in respect of the value of the land and the buildings thereon or any amount expended by the grantee in the preparation, formation or development of the lot; and (c) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

Note: The expression "grantee" as mentioned in this section means the purchaser 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.

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1. 發展項目所位於的土地的地段編號：九龍內地段第11228號。
2. 有關租契規定的年期：由2013 年7 月11 日起計50年。
3. 車位讓與權的限制：

住客停車位及住客電單車停車位不得：

(i) 轉讓，除非：

(I) 連同發展項目的住宅單位轉讓；或

(II) 轉讓予已經擁有發展項目的住宅單位之人士；或

(ii) 出租，除非出租予發展項目的住宅單位之住客。

但於任何情況下，轉讓予任何住宅的擁有人或出租予任何住宅的住客的住客停車位及住客電單車停車位總數不得多於3個。

4. 對車位買方造成負擔的租用條件：

(a) 承授人須：

(i) 於批地文件日期起60個曆月內（或其他經署長批准延後的期限內），自費按署長批准的方式、材料、標準、水平、線向及設計，至使署長在各方面滿意：

(I) 鋪設及塑造若干未來道路於批地文件附圖上顯示為綠色的部分（「綠色範圍」）；及

(II) 提供及建造署長可全權指定的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（以下統稱為「該等構築物」）

使建築、車輛及行人交通將可於「綠色範圍」上進行；

(ii) 於批地文件日期起60個曆月內（或其他經署長批准延後的期限內），自費於「綠色範圍」上鋪設路面、路邊石及管道，並就其提供署長可能要求提供的溝渠、下水道、排水渠、有管道接駁供水系統的消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物，至使署長滿意；及

(iii) 自費保養「綠色範圍」連同該等構築物及所有建造、安裝及提供在其上或內的構築物、路面、溝渠、下水道、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物，至使署長滿意，直至「綠色範圍」之管有權按本批地文件交回政府為止。

(b) 於按批地文件將「綠色範圍」交回政府之前，承授人須自費保養「該道路」或按批地文件進行改道後的替代行車道及行人路，至使署長在各方面滿意的程度。

(c) 發展項目須於2018年9月30日或之前建成至適宜佔用。

(d) 承授人須於批地文件年期內：(i)按經批准之設計及規劃及經批准之建築圖則維持所有建築物，不得有變更或改動；及(ii)保持所有建築物修葺良好堅固。

(e) (i) 承授人須自費將園景設計圖呈交署長批准，園景設計圖需標明將在該土地提供的符合批地文件要求的園景工程的位置、規劃及布局。

(ii) 須在該土地不少於百分之二十的範圍內栽種樹木、灌木或其他植物。上文提及之百分之二十中之百分之五十（「綠化範圍」）須在按署長完全酌情權決定的地點或水平提供，使綠化範圍可被行人看見或可供任何進入該土地的人士進入。

(iii) 承授人須根據獲批之園景設計圖自費於土地上進行園景工程，至使署長在各方面滿意的程度。未經署長事先書面批准，不得修改、變動、更改、變更或替換獲批之園景設計圖。

(iv) 承授人須自費維持及保養園景工程，將之保持安全、清潔、整齊、井然及健康的狀態，至使署長滿意。

(f) (i) 須於該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目中之住宅單位的住客或其真實賓客、訪客或所邀請者之車輛停泊（「住客停車位」），至使署長滿意。

(ii) 須按一指定比率提供若干額外車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目中之住宅單位的住客之真實賓客、訪客或所邀請者之車輛停泊（「訪客停車位」）。

(iii) 承授人須從上述(i)及(ii)所提供之車位之中按一指定比率保留及指定若干車位，以供傷殘人士（按《道路交通條例》、其附屬規例及修訂條例定義）使用及屬於發展項目的住客及其真實賓客、訪客或所邀請者之車輛停泊（「傷殘人士停車位」）。

(g) 須於該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目之住宅單位的住客之真實賓客、訪客或所邀請者之電單車停泊（「住客電單車停車位」），至使署長滿意。

(h) 須於該土地內按一指定比率提供若干車位，以供貨車上落貨之用（「上落貨車位」），至使署長滿意。

(i) 承授人須按經署長批准並存放於署長處之車場布局圖維持停車位、上落貨車位其他範圍（包括但不限於升降機、樓梯平台及運轉及通道地方）。

(j) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否有署長事先書面通知，不論是在該地段內或在任何政府土地上，亦不論是否為開拓、平整或發展該地段或其任何部分或任何其他根據批地文件條件承授人須進行的工程的目的而進行或與之有關連的或是為任何其他目的，承授人須自費進行及建造該等現時或其後有需要或可能有需要之斜坡整理工程、護土牆或其他支撐、防護措施、及排水系統或附屬或其他工程，以保護及支持該土地內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，至使署長滿意。

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若內由於承授人進行的開拓、平整、發展或其他工程或其任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷於任何時間發生，承授人須自費還原和修復至使署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理及承辦商。

署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵行該通知至使署長滿意，署長可執行和進行任何有需要的工程，而承授人須應要求向政府歸還該工程的費用連同任何行政及專業費用及收費。

- (k) 若於發展或重新發展該土地或其任何部分時曾安裝預應力地錨，承授人須自費定期保養及定期監測該預應力地錨至使署長滿意。
- (l) 承授人須自費建造及保養署長認為需要的水渠及渠道（不論是否位於該土地範圍內或政府土地上），以將落在或流經該土地上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，至使署長滿意。將該土地任何排水渠及污水渠與政府雨水渠及污水渠（若已鋪設及投入運作）連接的工程，可由署長進行，而承授人須應要求向政府支付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程至使署長滿意，而在該情況下，上述接駁工程於政府土地上的任何部分須由承授人自費保養。
- (m) 承授人須自費保持按批地文件獲豁免計算總樓面面積的康樂設施（「獲豁免設施」）修葺良好堅固，並須運作獲豁免設施至使署長滿意。獲豁免設施只准供發展項目中的住宅單位的住客及其真實訪客使用，並不得供其他人士使用。

- (n) 該土地上有若干圍板及圍欄，其中部分圍板及圍欄於佛光街或附近位置跨越或伸出至毗鄰政府土地（所有該等圍板及圍欄包括其所有照明不論是否位於該土地內或跨越或伸出至毗鄰政府土地統稱為「現存構築物」）。承授人須自費於署長可要求的時限內從該土地及毗鄰政府土地清拆及移除「現存構築物」，並重置及修復受影響的毗鄰政府土地，至使署長在各方面滿意。承授人須在現存構築物清拆及移除前全權負責及自費保養及維修現存構築物，至使署長在各方面滿意。政府就現存構築物或其任何部分之實質情況、狀況及安全並無任何明示或隱含之保證，亦就因現存構築物的存在對承授人所造成的或承授人蒙受的任何損壞、滋擾或干擾無任何責任或法律責任；承授人須就所有直接或間接因現存構築物的存在或其後的清拆或移除而起或與之有關連的任何責任、申索、費用、索求、訴訟或其他程序向政府作出彌償及使之獲得彌償。

- (o) 未經署長事先書面批准，不得移除或干擾地段或其周圍所生長的樹木。署長於給予批准時可附加他認為合適之條件（例如移植、補償種植或重新種植）。

- (p) (i) 住客停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客或其真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。

- (ii) 訪客停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客的真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。

- (iii) 住客電單車停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客或其真實賓客、訪客或所邀請者之電單車之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。

- (iv) 傷健人士停車位不得用作停泊供傷殘人士（按《道路交通條例》、其附屬規例及任何修訂法例定義）使用且屬於發展項目內的住宅單位的住客或佔用人及其真實賓客、訪客及所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。

- (v) 上落貨車位不得用作供與該地段的建築物有關的貨車上落貨用途之外的用途。

- (q) (i) 倘若該土地或其他受開發該土地所影響的區域之泥土、廢土、瓦礫、建築廢料或建材（「該等廢料」）遭侵蝕、沖洗或傾倒到公共巷徑或道路上，或路旁暗渠、前濱或海牀、污水渠、雨水渠或溝渠或其他政府財產（「該等政府財產」），承授人須自費清理該等廢料並補救該等廢料對該等政府財產造成的損壞。承授人須對上述侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾所引致的一切訴訟、申索及索求向政府作出彌償。

- (ii) 儘管有上述第(i)段，署長可以（惟沒有義務）應承授人要求清理該等廢料並補救該等廢料對該等政府財產造成的損壞，而承授人須應要求向政府支付有關費用。

- (r) (i) 承授人確認，若干供就批地文件的日期而言稱為中九龍幹線的擬定道路計劃（「中九龍幹線」）運作的若干道路工程、構築物、設施或裝置或會建造或安裝於該土地以南的鄰近土地的地下地層內。

- (ii) 於該土地或其任何部分之上或之內進行的所有建築工程、土地勘探或其他工程不得破壞、干擾或危害中九龍幹線的任何工程、構築物、設施或裝置或其安全狀況。署長就何謂對中九龍幹線的任何工程、構築物、設施或裝置或其安全狀況構成破壞、干擾或危害的決定為最終決定及對承授人有約束力。承授人須自費採取署長可要求的預防措施及其他措施以確保中九龍幹線的任何工程、構築物、設施或裝置或其運作不受於該土地之上或之內進行的任何工程破壞、干擾或危害。

7

SUMMARY OF LAND GRANT

批地文件的摘要

- (iii) 承授人須在任何於該土地上的建築工程開始前，就該土地上的發展項目地基的設計向署長提交書面計劃待其批准，並須自費實行經批准的計劃書，至各方面使署長滿意的程度。
 - (iv) 承授人須自行確定中九龍幹線的範圍，亦不得就任何中九龍幹線的建造、安裝、保養、存在或運作直接或間接導致的或因其而起的或與之有關連的任何形式的損失、破壞、滋擾、干擾、煩擾或損害，對政府或署長及其官員、承建商、代理人及工人或其他獲署長授權的人士提出任何賠償申索。
 - (s) 承授人須於任何時候，特別是於進行建設、保養、更新或維修工作（「該等工程」）時，採取或安排採取恰當及足夠的謹慎、技術及預防措施，以免使置於或行經該土地或其任何部分或「綠色範圍」或此兩者之上、之下或旁邊的任何政府或其他現存的排水、航道或水道、主水管、道路、行人徑、街道設施、下水道、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（「該等裝備」）遭受損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等裝備之位置及高度，及須就如何處理或會受該等工程影響之該等裝備向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。承授人須遵守及自費達成署長於發出上述批准時可就該等裝備施加的要求，包括任何必要的改道、重鋪或復修的成本。承授人須自費在各方面維修、修復及復原所有由該等工程以任何方式引起的對該土地或其任何部分或「綠色範圍」或此兩者或任何該等裝備造成的損壞、干擾或阻礙，至使署長滿意（溝渠、下水道、雨水渠或主水管除外，其之修復須由署長進行（除非署長另有決定），且承授人須應政府要求向其繳付上述工程之費用）。若承授人未能對該土地或其任何部分或「綠色範圍」或此兩者或任何該等裝備進行任何所需之改道、重鋪、維修、修復及復原至使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及復原，且承授人須應政府要求向其繳付上述工程之費用。
 - (t)
 - (i) 除得水務署署長事先書面同意外，不得豎立、建造或放置任何建築物、構築物或任何任何建築物或構築物的支撐（不包括現存建築物或構築物或其支撐）在該土地上於批地文件附圖以黑色虛線圍起及標示為“WWR”的範圍（「水務工程保留範圍」）之上、之下或之內。水務工程保留範圍之上或之內不得放置或堆垛任何類型的材料、物件或阻礙物，亦不得停泊任何車輛（可隨時駛走者除外）。水務署署長就車輛是否可隨時駛走的決定為最後決定及對承授人有約束力。
 - (ii) 除鋪設草皮外，「水務工程保留範圍」上不准種植。
 - (iii) 除得水務署署長事先書面同意外，水務工程保留範圍不得進行地盤平整工程。
 - (iv) 承授人確認，於批地文件日期時，水務工程保留範圍內有若干水管（「現存水管」）。政府就因現存水管的存在對承授人所造成的或承授人蒙受的的任何損壞、滋擾或干擾無任何責任或法律責任；承授人須就所有直接或間接因現存構築物的存在或其後的清拆或移除而起或與之有關連的任何責任、申索、費用、索求、訴訟或其他程序向政府作出彌償及使之獲得彌償。
 - (v) 未經水務署署長事先書面批准，現存水管不得拆除或遷移；水務署署長發出上述批准時可施加其認為適合的條件。
 - (vi) 在不損害上文第(v)段的原則下，若承授人需要遷移現存水管，承授人須提交建議走線至水務署署長待其批准，並須負擔所有因該遷移而起的費用。現存水管遷移後，該土地內有新的水管敷設的部分及其上或其下的部分將被視作包括在「水務工程保留範圍」內及成為其一部分。為免生疑問，除另外指明外，下文第(vii)(viii)段中所有對政府水管的提述皆包括該新的水管。
 - (vii) 若承授人或承授人、其傭工、工人及承建商於該土地之上、之下或之內進行的活動對任何政府水管、閘、閘井、室或結構及與政府水管有關的類似事物造成損壞，承授人於批地文件年期內的任何時間內須應要求向政府繳付署長按其全權酌情決定權認為有需要的維修及重置的費用。承授人須向政府就任何因此而起的申索、法律行動或索求彌償。
 - (viii) 政府及水務署署長及其官員、獲水務署署長指派的其他政府部門官員、承建商、被許可人、工人（不論是受聘於水務署或其他指定政府部門或其妥獲授權的承建商或被許可人），有權不論是否帶同工具、設備、大型裝置、機器或車輛自由不受限制地於任何時間往來進出該土地或其任何部分，以視察、敷設、運作、保養、維修或更新任何或所有穿越於水務工程保留範圍之上或之下的政府水管、閘、閘井、室或結構及與政府水管有關的類似事物。
 - (ix) 政府、水務署署長及任何上文(viii)提及的任何人士就因其行使上文(viii)提及的通行權而起的或其附帶的對承授人造成或承授人蒙受的的任何損失、損壞、滋擾或干擾對承授人並無任何責任。承授人不得就任何該等損失、損壞、滋擾或干擾針對上述人士索償。
 - (u) 當承授人未能或忽略履行、遵守或符合批地文件，政府有權收回及重新管有土地或其任何部分以及所有或任何於該土地或其任何部分上之建築物、豎設物及工程。當土地被收回：(a)承授人在該土地被收回之部分之權利將完全地告停止或終止；(b)承授人無權獲得任何地價退款、就該土地及其上之建築物的價值之任何款項或賠償，或承授人在整地、地盤平整或發展該土地中花費的任何金額；及(c)政府之任何其他權利、濟助及申索將不受影響。
- 附註：本節中提述「承授人」一詞指根據批地文件中的買方和如文意允許或要求包括其遺囑執行人、遺產管理人、承讓人及（如為法團）其繼承人和承讓人。

8 | WARNING TO PURCHASERS 對買方的警告

- 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。

9 | GOVERNMENT RENT 地稅

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。

10

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for 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。

11

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, 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。

12

MAINTENANCE OF SLOPES

斜坡維修

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 a parking space, agrees (at its own discretion) to cancel an Agreement for Sale and Purchase or the obligations of the purchaser under an Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
3. A purchaser who has signed an Agreement for Sale and Purchase has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.

1. 買方須與賣方於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車位，或轉售該車位，或轉移該車位的正式合約的權益。
2. 如車位買方有此要求，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: 13 April 2017

本銷售說明書印製日期：2017年4月13日

EXAMINATION RECORD

檢視記錄

Examination/Revision Date 檢視 / 修改日期	Revision Made 所作修改		
	Page Number in version with Print Date on 13 April 2017 2017年4月13日 印刷版本之頁次	Page Number in revised version with Examination Date on 12 June 2017 2017年6月12日 檢視之版本之頁次	Revision Made 所作修改
12 June 2017 2017年6月12日	5 & 6	5 & 6	Floor Plans of Parking Spaces in the Development are updated. 更新發展項目中的停車位的樓面平面圖。

